

June 28, 2004

US Bankruptcy Court
Attn: Judge Dennis D. O'Brien
316 North Robert St
St. Paul, MN 55101-0000

**Re: Objection to adversary proceeding filing Vilett vs. Calzadilla Adv. 04-3269 in
reference to Calzadilla Bky. 04-30813**

Dear Judge O'Brien:

I'm writing to object to Mr. Vilett's adversary filing. I'm at a lost of words to describe my frustration, anger and shock to the relentless attempts by Vilett to manipulate the truth. All of Vilett's complaints and allegations are without merit and are a manipulation of the truth. I base my objection to the allegations best related to this case unless otherwise instructed by the court. I object on the following:

- ◆ Mr. Vilett's demeaning smear of my character with allegations of embezzlement
- ◆ Mr. Vilett's manipulative false presentation of payments to US Bank
- ◆ Mr. Vilett's continued reference to a fraudulent security agreement

It comes of no surprise to witness Vilett once again manipulating the facts. It is distressing to witness the degree an individual will stoop, to have his way. More disturbing is the arrogance in which he fabricates and distorts the facts to suit his purpose. Enclosed find an income/expense and register report for the US bank accounts-EXHIBIT 4. As evident from the registers there is no "non-ordinary course disbursement" in the accounts. To further clarify the transferring between the US bank business and personal accounts, I have enclosed correspondence with ADP regarding multiple and incorrect withdrawals incurred from them, which led to a snow ball affect of NSF charges-EXHIBIT 4A.

Secondly, Vilett's insinuation of me using company funds to pay for personal luxury is insulting. Enclosed find US bank issued cashier checks and deposit slips into Empire's account from loans using my car and house as collateral -EXHIBIT 5. It is correct that I paid on the loans using Empire funds and shouldn't be of any surprise as Empire was my only income; all my savings had been exhausted. The US bank loans were not for personal use or pleasures but in attempt to fight for my vision and dream. More over, Vilett's undertone of shock and ignorance of the Cadillac loan is shameful and deceiving as he and his council had full knowledge back in April 2003.

Additionally, Vilett's continued waiving of this fraudulent security agreement-Exhibit 6 (previously provided-EXHIBIT 3B) is a mockery of the courts and a testament of his arrogance.

E-mail correspondence-EXHIBIT 6A (previously provided-EXHIBIT 3A) between Vilett and McManigle makes repeated reference to the mystery behind the whereabouts of any signed security agreement. The security agreement that Vilett alleges to be valid was supposedly signed and dated December 30, 2002. Yet, Vilett's transmission of this agreement to McManigle by e-mail on January 9, 2003 indicates there was considerable backdating at work. On February 26, 2003, Vilett asked McManigle, "Do you know what happened to the Security Agreement? Was it signed? Notarized? Do you have it or did you return it to me?" McManigle's March 26, 2003 e-mail confessed that the security agreement was never signed, though it refers to earlier documents that apparently were. Indeed, the signature page Vilett uses is crude at best. It includes a handwritten block with my signature (and one unsigned block). Because Vilett has never seen fit to produce an original of the document, and given their confession as to their inability to find a signed copy after months of searching, the inescapable inference is that Vilett or McManigle, in a moment of inspiration, pasted in a signature from another document and created this fraudulent agreement.

In conclusion, my filing of bankruptcy is not due to careless splurging on extravagance or personal pleasures but a valiant attempt of making reality a vision and concept called Empire. I humbly ask the court to give all consideration in denying Vilett's adversary request and put an end to his circus act. Thank you for your time and I anxiously and humbly await your decision.

Sincerely,

Livan Calzadilla

LC/jl

Enclosures

Cc: Mary Jo A. Jensen-Carter, Bankruptcy trustee
Mark J. Johnson, Esq. (By US Mail)

1. Account registers were provided May 4, 2004. (Note: Changes were made to category listings from original registers. These changes were made as requested by my accountant for better accuracy.)

Exhibit 4

Income/Expense U.S Bank Acct. 9693

5/15/03 Through 10/31/03

6/26/04

Page 1

| <u>Category Description</u> | <u>5/15/03- 10/31/03</u> |
|-----------------------------|------------------------------|
| INCOME | |
| Gr Sales | 10,785.00 |
| Interest Inc | 0.04 |
| Other Inc | 4,746.96 |
| Other Inc, Bus | 10,000.00 |
| Payroll, Cashing | 200.00 |
| TOTAL INCOME | 25,732.00 |
| EXPENSES | |
| Uncategorized | 300.00 |
| Auto | 646.68 |
| Fuel | 31.09 |
| TOTAL Auto | 677.77 |
| Bank Charge | 1,733.00 |
| Dining | 53.17 |
| Employee Benefit, Business | 490.79 |
| Groceries | 62.63 |
| Leasehold repairs | 4,288.00 |
| Miscellaneous, Bus | 518.93 |
| Office | 174.92 |
| Printing and Reproduction | 60.00 |
| Repairs | 1,900.00 |
| Supplies, Bar | 397.00 |
| Supplies, Bar Non-liquor | 443.50 |
| Supplies, Restaurant | 4,435.81 |
| Tax | 4,452.34 |
| Wages | 5,744.14 |
| TOTAL EXPENSES | 25,732.00 |
| OVERALL TOTAL | 0.00 |

Exhibit 4

Uncategorized Inc/Exp detail Acct #9693

5/15/03 Through 10/31/03

6/26/04

Page 1

| Date | Num | Description | Memo | Amount |
|---------|------|--------------------------|-------------------|---------|
| 8/11/03 | TXFR | Open bussiness Account | As advised by ADP | -300.00 |
| | | TOTAL 5/15/03 - 10/31/03 | | -300.00 |
| | | TOTAL INFLOWS | | 0.00 |
| | | TOTAL OUTFLOWS | | -300.00 |
| | | NET TOTAL | | -300.00 |

Exhibit 4

US Bank Acct # 9693 register

5/15/03 Through 10/31/03

6/28/04

Page 2

| Date | Num | Description | Memo | Category | Amount |
|--------------------------|-------|--------------------------------|--|----------------------------|------------|
| 8/12/03 | 2032 | US Foods | Initial food, restaurant equipment order | Supplies, Restaurant | -4,114.45 |
| 8/12/03 | 2077 | Jessica Sampe | ADP 0827-069 (\$200 Pd cash) | Wages | -358.25 |
| 8/12/03 | 2079 | Selena Banks | Missed on ADP 0827-069 | Wages | -145.45 |
| 8/12/03 | 10017 | Jason Clifford | ADP 0827-069 | Wages | -165.28 |
| 8/12/03 | Cash | Jessica Sampe | \$200 Pd cash, Ck#2077 | Payroll, Cashing | 200.00 |
| 8/13/03 | EFT | ADP Tx/Fincl Services | 0827-069 | Tax | -2,392.31 |
| 8/13/03 | 2078 | Kuether Distributors | Beer purchase | Supplies, Bar | -339.00 |
| 8/13/03 | 2080 | Gabriel Rodriguez | Exit door mistake | Leasehold repairs | -500.00 |
| 8/13/03 | 2081 | Void | | | 0.00 |
| 8/13/03 | 2082 | Void | | | 0.00 |
| 8/13/03 | 10003 | Joseph Jennings | ADP 0827-069 | Wages | -186.38 |
| 8/14/03 | DEP | Interest Paid | | Interest Inc | 0.04 |
| 8/14/03 | 2033 | Janistar Cleaning | Bar cleaning | Miscellaneous, Bus | -292.71 |
| 8/14/03 | 2034 | Cintas | Uniform rental | Employee Benefit, Business | -164.43 |
| 8/14/03 | 2035 | Aramark | Table cloth and napkins | Miscellaneous, Bus | -153.97 |
| 8/14/03 | 2036 | Home Depot | 2nd floor exit mistake | Leasehold repairs | -479.29 |
| 8/14/03 | 10014 | Suzanne Aschittino | ADP 0827-069 | Wages | -189.21 |
| 8/15/03 | 2037 | Foremost | Restaurant POS failed | Repairs | -100.00 |
| 8/15/03 | 2038 | Void | | | 0.00 |
| 8/15/03 | 2039 | Extreme Beverage | Red Bull | Supplies, Bar Non-liquor | -224.00 |
| 8/15/03 | EFT | ADP Tx/Fincl Services | 2861-069 | Tax | -2,060.03 |
| 8/16/03 | 2040 | Void | | | 0.00 |
| 8/19/03 | DEP | Trasfer From Business Account | Compensate for for ADP error | Other Inc | 600.00 |
| 8/19/03 | EFT | NSF Charge (2x\$25) | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -50.00 |
| 8/19/03 | EFT | Overdraft | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -28.00 |
| 8/20/03 | EFT | NSF Charge (3x\$25) | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -75.00 |
| 8/20/03 | EFT | Overdraft | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -28.00 |
| 8/21/03 | DEP | Home Depot Refund | Merchandise returned | Other Inc | 190.00 |
| 8/21/03 | DEP | Transfer From Business Account | Compensate for for ADP error | Other Inc | 1,800.00 |
| 8/22/03 | EFT | Overdraft (4x\$28) | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -112.00 |
| 8/22/03 | 10015 | Steve Bartling | ADP 0827-069 | Wages | -34.84 |
| 8/22/03 | 10024 | Jason Dressen | ADP 0827-069 | Wages | -94.54 |
| 8/25/03 | EFT | Overdraft (2x\$30) | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -60.00 |
| 8/26/03 | EFT | NSF Charge | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -28.00 |
| 8/27/03 | EFT | NSF Charge | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -32.00 |
| 8/28/03 | EFT | Continous NSF Charge | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -5.00 |
| 8/28/03 | EFT | NSF Charge | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -32.00 |
| 9/2/03 | EFT | NSF Charge (3x\$32) | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -96.00 |
| 9/3/03 | EFT | NSF Charge (2x\$32) | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -64.00 |
| 9/4/03 | DEP | Transfer From Business Account | Compensate for for ADP error | Other Inc | 800.00 |
| 9/4/03 | EFT | NSF Charge (3x\$32) | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -96.00 |
| 9/5/03 | EFT | NSF Charge | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -32.00 |
| 9/8/03 | EFT | NSF Charge (4x\$32) | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -128.00 |
| 9/9/03 | EFT | NSF Charge (4x\$32) | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -128.00 |
| 9/10/03 | EFT | Continous NSF Charge | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -5.00 |
| 9/10/03 | EFT | NSF Charge (3x\$32) | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -96.00 |
| 9/12/03 | EFT | NSF Charge | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -32.00 |
| 9/15/03 | EFT | NSF Charge (2x\$32) | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -64.00 |
| 9/16/03 | EFT | NSF Charge (6x\$32) | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -192.00 |
| 9/17/03 | EFT | NSF Charge (2x\$32) | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -64.00 |
| 9/18/03 | EFT | NSF Charge (2x\$32) | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -64.00 |
| 9/22/03 | EFT | NSF Charge (4x\$32) | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -128.00 |
| 9/24/03 | EFT | NSF Charge (2x\$32) | Due to ADP overwithdrawal (wrong acct) | Bank Charge | -64.00 |
| 10/1/03 | EFT | Closed Acct. | Force account closure | Bank Charge | -30.00 |
| 10/1/03 | DEP | Charge Off Overdrawn Account | | Other Inc | 1,145.86 |
| TOTAL 5/15/03 - 10/31/03 | | | | | 0.00 |
| BALANCE 10/31/03 | | | | | 0.00 |
| TOTAL INFLOWS | | | | | 25,732.00 |
| TOTAL OUTFLOWS | | | | | -25,732.00 |
| NET TOTAL | | | | | 0.00 |

US Bank Acct # 9693 register

5/15/03 Through 10/31/03

6/28/04

Page 1

| Date | Num | Description | Memo | Category | Amount |
|---------|------|------------------------|--------------------------------------|----------------------------|-----------|
| | | BALANCE 5/14/03 | | | 0.00 |
| 5/15/03 | DEP | Beginning Balance | Open Account | Other Inc | 45.00 |
| 5/15/03 | 2001 | Cub Foods | | Groceries | -25.48 |
| 6/3/03 | DEP | Mail In Rebate | | Other Inc | 90.00 |
| 6/6/03 | 2002 | Dominos | | Dining | -30.00 |
| 6/9/03 | 2003 | Taco Bell | | Dining | -4.04 |
| 6/10/03 | 2004 | McDonalds | | Dining | -3.35 |
| 6/12/03 | 2005 | McDonalds | | Dining | -3.51 |
| 6/14/03 | 2006 | Taco Bell | | Dining | -5.09 |
| 6/17/03 | 2007 | Cub Foods | | Groceries | -37.15 |
| 6/20/03 | 2151 | Cub Foods | Empire office snacks | Office | -14.44 |
| 7/10/03 | DEP | Mail In Rebate | | Other Inc | 76.10 |
| 7/14/03 | 2008 | McDonalds | | Dining | -3.46 |
| 7/20/03 | 2010 | Sam's Club | | Supplies, Restaurant | -68.24 |
| 8/1/03 | 2009 | Keith Mahannah | Tommy reimbursed for supplies | Supplies, Bar Non-liquor | -53.60 |
| 8/1/03 | 2011 | Home Depot | | Leasehold repairs | -222.53 |
| 8/1/03 | 2012 | Void | | | 0.00 |
| 8/2/03 | 2013 | Home Depot | | Leasehold repairs | -190.18 |
| 8/2/03 | 2014 | Best Buy | Palm Pilot | Office | -150.00 |
| 8/4/03 | DEP | Bar/Restaurant Sales | | Gr Sales | 1,100.00 |
| 8/4/03 | 2015 | La Tonya Noble | | Supplies, Bar Non-liquor | -165.90 |
| 8/4/03 | 2016 | Schmitt's | | Printing and Reproduction | -60.00 |
| 8/4/03 | 2018 | Cub Foods | Empire office snacks | Office | -10.48 |
| 8/5/03 | 2017 | Holiday Gas Station | Cadillac | Auto:Fuel | -31.09 |
| 8/5/03 | 2019 | Home Depot | Cleaning supplies | Miscellaneous, Bus | -72.25 |
| 8/5/03 | 2020 | Burger King | | Dining | -3.72 |
| 8/5/03 | 2022 | Void | | | 0.00 |
| 8/5/03 | 2025 | US Bank | Cadillac loan for Empire | Auto | -646.68 |
| 8/6/03 | DEP | Bar/Restaurant Sales | | Gr Sales | 3,210.00 |
| 8/6/03 | 2023 | Void | | | 0.00 |
| 8/6/03 | 2024 | Benjamin Sanchez | money owed contractor | Leasehold repairs | -1,000.00 |
| 8/7/03 | 2021 | Void | | | 0.00 |
| 8/7/03 | 2026 | Cintas | Uniform rental | Employee Benefit, Business | -326.36 |
| 8/7/03 | 2027 | Uriel Carabarin | Pillar table | Leasehold repairs | -1,500.00 |
| 8/7/03 | 2028 | Direct Merchant | Purchases made for Empire | Leasehold repairs | -169.00 |
| 8/7/03 | 2029 | Advanta Business Card | Purchases made for Empire | Leasehold repairs | -227.00 |
| 8/7/03 | 2030 | Kuether Distributors | Beer purchase | Supplies, Bar | -58.00 |
| 8/11/03 | DEP | Bar/Restaurant Sales | | Gr Sales | 6,475.00 |
| 8/11/03 | DEP | Dad's Loan | Cover payroll, 3wk opening delay | Other Inc, Bus | 10,000.00 |
| 8/11/03 | TXFR | Open bussiness Account | As advised by ADP | | -300.00 |
| 8/11/03 | 2031 | Shamrock Bottling | Servicing equipment (disputed) | Repairs | -1,800.00 |
| 8/11/03 | 2051 | Amado Campoallegre | Food, spices, purchase reimbursement | Supplies, Restaurant | -253.12 |
| 8/11/03 | 2052 | Void | | | 0.00 |
| 8/11/03 | 2053 | Susan Brown | ADP 0827-069 | Wages | -153.96 |
| 8/11/03 | 2054 | Jeffrey Hackley | ADP 0827-069 | Wages | -40.41 |
| 8/11/03 | 2055 | Void | | | 0.00 |
| 8/11/03 | 2056 | Void | | | 0.00 |
| 8/11/03 | 2057 | Ally Mom | ADP 0827-069 | Wages | -173.32 |
| 8/11/03 | 2058 | Anthony Halveson | ADP 0827-069 | Wages | -265.44 |
| 8/11/03 | 2059 | Damien Peters | ADP 0827-069 | Wages | -235.44 |
| 8/11/03 | 2060 | David Monaco | ADP 0827-069 | Wages | -237.48 |
| 8/11/03 | 2061 | Patrick Picard | ADP 0827-069 | Wages | -293.50 |
| 8/11/03 | 2062 | Dana Quint | ADP 0827-069 | Wages | -384.40 |
| 8/11/03 | 2063 | Void | | | 0.00 |
| 8/11/03 | 2064 | Amado Campoallegre | ADP 0827-069 | Wages | -960.44 |
| 8/11/03 | 2065 | Francisco Sandoval | ADP 0827-069 | Wages | -87.73 |
| 8/11/03 | 2066 | Agustin Peralta | ADP 0827-069 | Wages | -76.18 |
| 8/11/03 | 2067 | Void | | | 0.00 |
| 8/11/03 | 2068 | Void | | | 0.00 |
| 8/11/03 | 2069 | Void | | | 0.00 |
| 8/11/03 | 2070 | Void | | | 0.00 |
| 8/11/03 | 2071 | Lisa Murphy Salvador | ADP 0827-069 | Wages | -849.87 |
| 8/11/03 | 2072 | Balbina Tresos | ADP 0827-069 | Wages | -131.59 |
| 8/11/03 | 2073 | Juan Rodriguez | ADP 0827-069 | Wages | -131.59 |
| 8/11/03 | 2074 | Octavio Cerrero | ADP 0827-069 | Wages | -55.41 |
| 8/11/03 | 2075 | Juan Pizarro | ADP 0827-069 | Wages | -111.86 |
| 8/11/03 | 2076 | Reynosa Rosales | ADP 0827-069 | Wages | -381.57 |

Exhibit 4

Income/Expense U.S Bank Acct. 7223

8/11/03 Through 10/31/03

6/26/04

Page 1

| Category Description | 8/11/03- 10/31/03 |
|------------------------|----------------------|
| INCOME | |
| Uncategorized | 300.00 |
| Gr Sales | 21,467.00 |
| Other Inc | 5,214.73 |
| Payroll, Cashing | 3,325.91 |
| Tax Refund | 346.72 |
| TOTAL INCOME | 30,654.36 |
| EXPENSES | |
| Uncategorized | 3,200.00 |
| Ads | 2,000.00 |
| Auto | 646.68 |
| Bank Charge | 1,706.93 |
| Dues and Subscriptions | 97.52 |
| Leasehold repairs | 1,787.20 |
| Licenses and Permits | 500.00 |
| Miscellaneous, Bus | 528.59 |
| Supplies, Bar | 934.00 |
| Supplies, Bar Non-Inv | 32.00 |
| Supplies, Restaurant | 3,099.21 |
| Tax | 1,699.52 |
| Wages | 15,859.23 |
| TOTAL EXPENSES | 32,090.88 |
| OVERALL TOTAL | -1,436.52 |

Exhibit 4

Uncategorized Inc/Exp detail Acct #7223

8/11/03 Through 10/31/03

6/26/04

Page 1

| Date | Num | Description | Memo | Amount |
|--------------------------|------|----------------------|------------------------|-----------|
| 8/11/03 | DEP | Open Account | Transfer from Personal | 300.00 |
| 8/19/03 | TXFR | Transfer To Personal | Compensate for ADP | -600.00 |
| 8/21/03 | TXFR | Transfer To Personal | Compensate ADP error | -1,800.00 |
| 9/4/03 | TXFR | Transfer To Personal | Compensate ADP error | -800.00 |
| TOTAL 8/11/03 - 10/31/03 | | | | -2,900.00 |
| TOTAL INFLOWS | | | | 300.00 |
| TOTAL OUTFLOWS | | | | -3,200.00 |
| NET TOTAL | | | | -2,900.00 |

Exhibit 4

US Bank Acct # 7223 register

8/11/03 Through 10/31/03

6/28/04

Page 3

| Date | Num | Description | Memo | Category | Amount |
|--------------------------|------|----------------------|---------------------------------|------------------------|------------|
| 9/20/03 | 1091 | Adrian Jimenez | ADP 4224-069 (\$100.00 pd cash) | Wages | -213.46 |
| 9/20/03 | 1092 | Jason Clifford | CK #1092(ADP4224-069) & Last ck | Wages | -362.75 |
| 9/20/03 | 1093 | Jeffrey Hackler | 9/11 to 9/20 (Pd cash) | Wages | -38.96 |
| 9/20/03 | Cash | Adrian Jimenez | \$100 cash on Ck #1091 | Payroll, Cashing | 100.00 |
| 9/20/03 | Cash | Jeffrey Hackler | Cashed Ck # 1093 | Payroll, Cashing | 38.96 |
| 9/21/03 | 1094 | Dana Quint | 9/11 to 9/20 | Wages | -20.07 |
| 9/21/03 | 1095 | Void | | | 0.00 |
| 9/21/03 | 1096 | Joel Dickinson | ADP 4224-069 and pay till 9/21 | Wages | -320.47 |
| 9/23/03 | DEP | Bar Sales | | Gr Sales | 1,500.00 |
| 9/23/03 | EFT | NSF Charge (3x\$32) | Due to ADP error | Bank Charge | -96.00 |
| 9/23/03 | EFT | Overdraft | Due to ADP error | Bank Charge | -32.00 |
| 9/24/03 | EFT | NSF Charge (2x\$32) | Due to ADP error | Bank Charge | -64.00 |
| 9/24/03 | EFT | Overdraft | Due to ADP error | Bank Charge | -32.00 |
| 9/25/03 | EFT | NSF Charge (2x\$32) | Due to ADP error | Bank Charge | -64.00 |
| 9/26/03 | DEP | ADP Payroll Refund | Excess taxes withdrawn | Tax Refund | 346.72 |
| 9/26/03 | EFT | NSF Charge | Due to ADP error | Bank Charge | -32.00 |
| 9/29/03 | DEP | Bar Sales | Slow, employees paid | Gr Sales | 210.00 |
| 9/30/03 | EFT | Overdraft | Due to ADP error | Bank Charge | -32.00 |
| 10/1/03 | DEP | Bar Sales | Slow all employees paid | Gr Sales | 95.00 |
| 10/1/03 | EFT | NSF Charge | Due to ADP error | Bank Charge | -32.00 |
| 10/2/03 | EFT | Overdraft | Due to ADP error | Bank Charge | -32.00 |
| 10/2/03 | 1098 | Aramark | Table cloth and napkins | Miscellaneous, Bus | -528.59 |
| 10/3/03 | EFT | NSF Charge | Due to ADP error | Bank Charge | -32.00 |
| 10/3/03 | EFT | ADP Payroll Fee | Service cancelled in Sep | Dues and Subscriptions | -114.20 |
| 10/6/03 | EFT | Overdraft (3x\$32) | Due to ADP error | Bank Charge | -96.00 |
| 10/7/03 | EFT | Overdraft | Due to ADP error | Bank Charge | -32.00 |
| 10/8/03 | EFT | NSF Charge (2x\$32) | Due to ADP error | Bank Charge | -64.00 |
| 10/9/03 | EFT | Continous NSF Charge | Due to ADP error | Bank Charge | -5.00 |
| 10/9/03 | EFT | Overdraft | Due to ADP error | Bank Charge | -32.00 |
| 10/9/03 | EFT | NSF Charge | Due to ADP error | Bank Charge | -32.00 |
| 10/10/03 | DEP | ADP Withdrawal Error | service cancelled in Sept | Dues and Subscriptions | 116.20 |
| 10/10/03 | EFT | Continous NSF Charge | Due to ADP error | Bank Charge | -5.00 |
| 10/15/03 | EFT | Continous NSF Charge | Due to ADP error | Bank Charge | -5.00 |
| 10/15/03 | EFT | Analyses Charge | | Bank Charge | -53.08 |
| 10/16/03 | EFT | Continous NSF Charge | Due to ADP error | Bank Charge | -5.00 |
| 10/16/03 | EFT | NSF Charge | Due to ADP error | Bank Charge | -32.00 |
| 10/17/03 | EFT | Continous NSF Charge | Due to ADP error | Bank Charge | -5.00 |
| 10/20/03 | EFT | Continous NSF Charge | Due to ADP error | Bank Charge | -15.00 |
| 10/21/03 | EFT | Continous NSF Charge | Due to ADP error | Bank Charge | -5.00 |
| 10/22/03 | EFT | Continous NSF Charge | Due to ADP error | Bank Charge | -5.00 |
| 10/23/03 | EFT | Continous NSF Charge | Due to ADP error | Bank Charge | -5.00 |
| 10/24/03 | EFT | Continous NSF Charge | Due to ADP error | Bank Charge | -5.00 |
| 10/27/03 | EFT | Continous NSF Charge | Due to ADP error | Bank Charge | -15.00 |
| 10/28/03 | EFT | Continous NSF Charge | Due to ADP error | Bank Charge | -5.00 |
| 10/28/03 | 1097 | Void | | | 0.00 |
| TOTAL 8/11/03 - 10/31/03 | | | | | -1,436.52 |
| BALANCE 10/31/03 | | | | | -1,436.52 |
| TOTAL INFLOWS | | | | | 30,770.56 |
| TOTAL OUTFLOWS | | | | | -32,207.08 |
| NET TOTAL | | | | | -1,436.52 |

EXHIBIT 4

US Bank Acct # 7223 register

8/11/03 Through 10/31/03

6/28/04

Page 2

| Date | Num | Description | Memo | Category | Amount |
|---------|------|------------------------|--|--------------------------|-----------|
| 9/9/03 | EFT | NSF Charge | Due to ADP error | Bank Charge | -32.00 |
| 9/9/03 | DEP | Bar Sales | | Gr Sales | 3,000.00 |
| 9/11/03 | 1043 | US Bank | Cadillac loan for Empire | Auto | -646.68 |
| 9/11/03 | 1044 | MBNA Preffered | Material purchase for Empire | Leasehold repairs | -125.00 |
| 9/11/03 | 1045 | MBNA Quantum | Material purchase for Empire | Leasehold repairs | -862.00 |
| 9/11/03 | 1046 | Mernards | Material purchase for Empire | Leasehold repairs | -100.00 |
| 9/11/03 | 1048 | Void | | | 0.00 |
| 9/11/03 | 1047 | Void | | | 0.00 |
| 9/11/03 | 1049 | Extreme Beverage | Red Bull | Supplies, Bar Non-liquor | -32.00 |
| 9/11/03 | 1050 | Void | | | 0.00 |
| 9/11/03 | 1051 | US Foods | Initial food, equip. order | Supplies, Restaurant | -1,757.51 |
| 9/11/03 | 1053 | Lavender | Back cover issue | Ads | -2,000.00 |
| 9/11/03 | 1052 | Kuether Distributors | Beer purchase | Supplies, Bar | -626.00 |
| 9/12/03 | EFT | ADP Tx/Fincl Services | ADP 4224-069 | Tax | -1,163.92 |
| 9/12/03 | 1054 | Void | | | 0.00 |
| 9/12/03 | 1055 | Guadalupe Rodriguez | Payroll Error | Wages | -268.28 |
| 9/12/03 | 1056 | Guadalupe Rodriguez | ADP 4224-069 | Wages | -396.67 |
| 9/12/03 | 1058 | Void | | | 0.00 |
| 9/12/03 | 1059 | Void | | | 0.00 |
| 9/12/03 | 1060 | Thomas Kikerby | ADP 2861-069 | Wages | -430.86 |
| 9/12/03 | 1061 | Michael Kollos | ADP 2861-069 | Wages | -556.97 |
| 9/12/03 | 1062 | Void | | | 0.00 |
| 9/12/03 | 1063 | Void | | | 0.00 |
| 9/12/03 | 1064 | **VOID**Jason Clifford | ADP 4224-069 (combined with CK#1092) | Wages | -296.63 |
| 9/12/03 | 1065 | Patrick Picard | Combine ADP 2861-069 & ADP 4224-069 | Wages | -26.70 |
| 9/12/03 | 1066 | Anthony Halveson | ADP 4224-069 | Bank Charge | -16.85 |
| 9/15/03 | EFT | Analyses Charge | | Bank Charge | -192.00 |
| 9/16/03 | EFT | NSF Charge (6x\$32) | Due to ADP error | Bank Charge | -64.00 |
| 9/16/03 | EFT | Overdraft (2x\$32) | Due to ADP error | Bank Charge | -844.34 |
| 9/16/03 | 1057 | Lisa Murphy Salvador | ADP 2861-069 CK#1030, 4224-069 | Wages | -217.00 |
| 9/16/03 | 1067 | Dana Quint | ADP 4224-069 | Leasehold repairs | -200.00 |
| 9/16/03 | 1068 | Gabriel Rodriguez | 2nd floor exit door | Wages | -120.53 |
| 9/16/03 | 1069 | Ally Mom | ADP 4224-069 | Payroll, Cashing | 844.34 |
| 9/16/03 | Cash | Lisa Murphy Salvador | Fired theft, last check held for damages | Gr Sales | 950.00 |
| 9/17/03 | DEP | Bar Sales | Employee theft | Wages | -106.39 |
| 9/17/03 | 1082 | Steve Bartling | Last paycheck, (Pd cash) | Wages | -775.54 |
| 9/17/03 | 1084 | Enrique Lopez | ADP 4224-069 & to 9/18 (PD cash) | Payroll, Cashing | 775.54 |
| 9/17/03 | Cash | Enrique Lopez | Cashed Ck # 1086 | Payroll, Cashing | 106.39 |
| 9/17/03 | Cash | Steve Bartling | Cashed Ck # 1082 | Supplies, Bar | -66.00 |
| 9/18/03 | 1070 | Kuether Distributors | Beer purchase | Supplies, Restaurant | -1,341.70 |
| 9/18/03 | 1071 | US Foods | Initial food, restaurant equip | Wages | -763.42 |
| 9/18/03 | 1072 | Scott Matson | ADP 4224-069 | Wages | -109.29 |
| 9/18/03 | 1073 | Steve Bartling | ADP 4224-069 (Pd cash) | Wages | -161.61 |
| 9/18/03 | 1074 | Joseph Jennings | ADP 2861-069 | Licenses and Permits | -500.00 |
| 9/18/03 | 1075 | City Of Minneapolis | | Wages | -681.09 |
| 9/18/03 | 1076 | Agustin Peralta | ADP 4224-069 & paid up to 9/18 | Wages | -840.47 |
| 9/18/03 | 1077 | Francisco Sandoval | ADP 4224-069 & paid up to 9/18 | Wages | -172.33 |
| 9/18/03 | 1078 | Anthony Halveson | Last paycheck, fired theft | Wages | -193.97 |
| 9/18/03 | 1079 | Patrick Picard | Last paycheck, fired theft, (Pd cash) | Wages | -195.13 |
| 9/18/03 | 1080 | Jason Dressen | ADP 4224-069 (PD cash) | | 0.00 |
| 9/18/03 | 1081 | Void | | | 0.00 |
| 9/18/03 | 1083 | Void | | | 0.00 |
| 9/18/03 | 1085 | Enrique Lopez | ADP 0827-069 (Pd cash) | Wages | -66.50 |
| 9/18/03 | 1086 | Void | | | 0.00 |
| 9/18/03 | Cash | Patrick Picard | Paid Cash CK#1079 | Payroll, Cashing | 193.97 |
| 9/18/03 | Cash | Enrique Lopez | Cashed Ck # 1085 | Payroll, Cashing | 66.50 |
| 9/18/03 | Cash | Jason Dressen | Cashed Ck # 1080 | Payroll, Cashing | 195.13 |
| 9/18/03 | Cash | Steve Bartling | Cashed Ck # 1073 | Payroll, Cashing | 109.29 |
| 9/19/03 | DEP | Bar Sales | | Gr Sales | 3,000.00 |
| 9/19/03 | EFT | ADP Payroll Fee | September Service | Dues and Subscriptions | -99.52 |
| 9/20/03 | 1087 | La Tonya Noble | Consulting charge to start business | Wages | -500.00 |
| 9/20/03 | 1088 | Void | | | 0.00 |
| 9/20/03 | 1089 | Bradley Stephan | ADP 2861-069, 4224-069 last Ck | Wages | -287.39 |

Benivarocalzadilla

Case No. 04-308100

US Bank Acct # 7223 register

8/11/03 Through 10/31/03

6/28/04

Page 1

| Date | Num | Description | Memo | Category | Amount |
|---------|------|--------------------------------|---|-------------------|-----------|
| | | BALANCE 8/10/03 | | | 0.00 |
| 8/11/03 | DEP | Open Account | Transfer from Personal | | 300.00 |
| 8/15/03 | 1001 | Home Depot | Mirrors | Leasehold repairs | -475.11 |
| 8/15/03 | 1002 | Home Depot | Mirrors Clips | Leasehold repairs | -25.09 |
| 8/19/03 | DEP | Bar/Restaurant Sales | | Gr Sales | 6,600.00 |
| 8/19/03 | EFT | Overdraft (2x\$28) | Due to ADP error | Bank Charge | -56.00 |
| 8/19/03 | 1003 | Amado Campoallegre | ADP 2861-069 | Wages | -540.25 |
| 8/19/03 | 1004 | Todd Seitzer | ADP 2861-069 | Wages | -69.49 |
| 8/19/03 | 1005 | Patrick Picard | ADP 2861-069 | Wages | -195.74 |
| 8/19/03 | 1006 | Anthony Halveson | ADP 2861-069 | Wages | -98.55 |
| 8/19/03 | 1007 | Void | | | 0.00 |
| 8/19/03 | 1008 | Francisco Sandoval | ADP 2861-069 | Wages | -394.80 |
| 8/19/03 | 1009 | Agustin Peralta | ADP 2861-069 | Wages | -317.74 |
| 8/19/03 | 1010 | Enrique Lopez | ADP 2861-069 | Wages | -349.09 |
| 8/19/03 | 1011 | Selena Banks | ADP 2861-069 | Wages | -107.99 |
| 8/19/03 | 1012 | Jessica Sampe | ADP 2861-069 | Wages | -277.13 |
| 8/19/03 | 1013 | **VOID**Sebastian Paldos | Replace with Citezens Ck #1389 | Wages | 0.00 |
| 8/19/03 | 1014 | **VOID**Juan Pizarro | Replace with Citezens Ck #1396 | Wages | 0.00 |
| 8/19/03 | 1015 | **VOID**Octavio Cerrero | Replace with Citezens Ck #1393 | Wages | 0.00 |
| 8/19/03 | 1016 | **VOID**Telesforo Palacios | Replace with Citezens Ck #1394 | Wages | 0.00 |
| 8/19/03 | 1017 | Kuether Distributors | Beer purchase | Supplies, Bar | -242.00 |
| 8/19/03 | 1018 | Dana Quint | ADP 2861-069 | Wages | -348.05 |
| 8/19/03 | 1019 | Void | | | 0.00 |
| 8/19/03 | 1020 | Jeffrey Hackler | ADP 2861-069* | Wages | -183.47 |
| 8/19/03 | TXFR | Transfer To Personal | Compensate for ADP | | -600.00 |
| 8/20/03 | 1021 | Balbina Tresos | ADP 0827-069 (Pd cash) | Wages | -332.46 |
| 8/20/03 | 1022 | Juan Rodriguez | ADP 0827-069 | Wages | -291.81 |
| 8/20/03 | 1023 | Damien Peters | ADP 2861-069 | Wages | -68.64 |
| 8/20/03 | 1024 | Jason Dressen | ADP 2861-069 | Wages | -215.20 |
| 8/20/03 | 1025 | Guadalupe Rodriguez | No in 0827-069 (PD cash) | Wages | -295.06 |
| 8/20/03 | 1026 | Jason Clifford | ADP 2861-069 | Wages | -103.20 |
| 8/20/03 | 1027 | La Tonya Noble | Consulting to start business | Wages | -1,000.00 |
| 8/20/03 | 1028 | Adrian Jimenez | ADP 2861-069 (PD cash) | Wages | -268.27 |
| 8/20/03 | 1029 | Void | | | 0.00 |
| 8/20/03 | 1030 | Lisa Murphy Salvador | ADP 2861-069 (\$582.25 NSF) | Wages | 0.00 |
| 8/20/03 | 1031 | Jason Chapman | ADP 2861-069 | Wages | -114.76 |
| 8/20/03 | 1032 | Michael Kollos | ADP 2861-069 | Wages | -347.82 |
| 8/20/03 | 1033 | Scott Matson | ADP 2861-069(gross, tax exempt) | Wages | -450.00 |
| 8/20/03 | 1034 | Susan Brown | ADP 2861-069(Pd twice, Ctnz CK#1392) | Wages | -202.83 |
| 8/20/03 | 1035 | Void | | | 0.00 |
| 8/20/03 | 1036 | Void | | | 0.00 |
| 8/20/03 | Cash | Adrian Jimenez | Cashed Ck #1028 | Payroll, Cashing | 268.27 |
| 8/20/03 | Cash | Balbina Tresos | Cashed Ck #1021 | Payroll, Cashing | 332.46 |
| 8/20/03 | Cash | Guadalupe Rodriguez | Cashed Ck # 1025 | Payroll, Cashing | 295.06 |
| 8/21/03 | 1037 | Thomas Kikerby | ADP 2861-069 | Wages | -236.02 |
| 8/21/03 | TXFR | Transfer To Personal | Compensate ADP error | | -1,800.00 |
| 8/22/03 | EFT | Overdraft (5x\$28) | Due to ADP error | Bank Charge | -140.00 |
| 8/25/03 | EFT | NSF Charge | Due to ADP error | Bank Charge | -25.00 |
| 8/25/03 | EFT | Overdraft (2x\$28) | Due to ADP error | Bank Charge | -56.00 |
| 8/26/03 | EFT | NSF Charge (6x\$28) | Due to ADP error | Bank Charge | -168.00 |
| 8/26/03 | 1038 | **VOID**Quality Wine & Spirit | liquor order (Dave will hold, returned) | | 0.00 |
| 8/26/03 | 1039 | Void | | | 0.00 |
| 8/26/03 | 1040 | Adrian Jimenez | ADP 0827-069(Pd twice ADP CK#10004) | Wages | -84.04 |
| 8/27/03 | DEP | Bar/Restaurant Sales | | Gr Sales | 3,112.00 |
| 8/27/03 | EFT | NSF Charge (2x\$28) | Due to ADP error | Bank Charge | -56.00 |
| 9/3/03 | EFT | ADP Tx/Fincl Services | Reference # 4085007 | Tax | -535.60 |
| 9/4/03 | DEP | Bar Sales | | Gr Sales | 3,000.00 |
| 9/4/03 | TXFR | Transfer To Personal | Compensate ADP error | | -800.00 |
| 9/5/03 | EFT | NSF Charge | Due to ADP error | Bank Charge | -32.00 |
| 9/6/03 | 1041 | Void | | | 0.00 |
| 9/6/03 | 1042 | Void | | | 0.00 |
| 9/9/03 | DEP | Ron Bivona Palza Higher Refund | 10 dy hold for \$5214.73 | Other Inc | 5,214.73 |

EXHIBIT 4

Exhibit 4A

319 1st Ave North Suite 100
 Minneapolis, MN 55401
 612-659-6192 office
 612-659-9194 fax



Fax

To: Debb Westrude **From:** Livan Calzadilla

Fax: 952-876-9047 **Pages:** 7

Phone: **Date:** 9/23/2003

Re: Empire Payroll **CC:** [Click here and type name]

Urgent For Review Please Comment Please Reply Please Recycle

● **Comments:**

Sorry had faxed you the info I realized that I forgot to include the attached items. These are charges placed on my accounts by ADP and I would like a breakdown if at all possible. Note the Citizens Independent account was the original account on file, my personal the second on file and was only used while I opened my business account. Again I thank you for your candor in this matter. If you have any questions please let me know 612-384-4634.

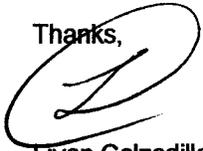
Thanks,

 Livan Calzadilla

Exhibit 4A

| Date | Time | Type | Identification | Duration | Pages | Result |
|--------|--------|----------|----------------|----------|-------|--------|
| Sep 23 | 6:32am | Fax Sent | 9528769047 | 1:55 | 7 | OK |

Re: Livan Calzadilla **Fax-History Report for** Empire Concepts, LLC
 612-659-9194
 Sep 23 2003 6:35am

hp officejet d145 printer/fax/scanner/copier
 Case No. 04-30813

Exhibit 5

| | | |
|--|--|---|
| Borrower(s) LIVAN CALZADILLA 133 S 13TH AVE SOUTH ST PAUL MN 55075-2243 "I" means each Borrower above, jointly and severally. | Lender U.S. Bank National Association ND 9633 LYNDAL AVE SOUTH BLOOMINGTON MN 55420 "You" means the Lender, its successors and assigns. | Loan Number <u>510363617</u> Date <u>04/15/2003</u> Maturity Date <u>4/28/2008</u> Loan Amount \$ <u>\$31,888.50</u> Renewal Of _____ |
|--|--|---|

Note - For value received, I promise to pay to you, or your order, at your address above, the principal sum of: \$31,888.50
Dollars \$ \$31,888.50
plus interest from 4/15/2003 at the rate of 5.990 % per year until maturity
 Additional Finance Charge - I also agree to pay a nonrefundable fee of \$ 75.00 and it will be paid in cash.
 withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)
 Variable Rate - The (annual) interest rate above may change so as to be _____

Timing and Frequency of Interest Rate Changes - The rate can first change on _____
and can change as often as _____ after that.
Lifetime Rate Change Limitations - The rate cannot ever exceed _____. The rate cannot ever be less than _____.
Payment Changes - A change in the interest rate will cause a change in: The amount of each scheduled payment. The amount due at maturity.
Post Maturity Interest - Interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrues before maturity.

Payments - I will pay this note as follows:
(a) Interest payments will be due _____
Principal payments will be due _____
(b) This note has 60 payments. The first payment will be in the amount of \$ 617.68 and will be due 5/28/2003. A payment of \$ 617.68 will be due on the 28th day of each month(s) thereafter. The final payment of the entire unpaid balance of principal and interest will be due 4/28/2008.

The Purpose Of This Loan Is Business
 Late Charge - I agree to pay a late charge if any scheduled payment (or part thereof) is made more than 5 days after it is due equal to \$29.00
 Early Closure Fee - If I prepay this loan in whole, I will pay an early closure fee equal to 1% of the original loan amount with a minimum of \$50 and a maximum of \$100 if closed within the first year
 Returned Payment Charge - I agree to pay a fee of \$25.00 for each check, negotiable order of withdrawal, draft or electronic payment I arrange in connection with this loan that is returned because it has been dishonored.

In the state of IOWA - THIS IS A CONSUMER CREDIT TRANSACTION
Security - (If neither of the next two options are checked, this loan is not specifically secured except: 1. through cross collateralization from other loans; and 2. a security interest in all deposit accounts with U.S. Bank, N.A.)
 Separate Security - This loan is secured by separate _____, dated _____
 Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 4 of this agreement.
00 CADILLAC ELDORADO E
1G6ET12961B103270

This property will be used for Consumer purposes.

DEPOSIT TICKET
FOR CLEAR COPY, PRESS FIRMLY WITH BALL POINT PEN.

Citizens
FIRST INTERSTATE BANK
St. Louis Park
500 Cedar Park, MN 55416
952-926-6299

DATE 4/17/03

EMPIRE CONCEPTS LLC
319 - 1ST AVE, N, STE. 100 612-659-9192
MINNEAPOLIS, MN 55401

| | DOLLARS | CENTS |
|-------|-----------|----------|
| 1 | 506903807 | 31745 00 |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |
| 16 | | |
| 17 | | |
| TOTAL | 31745 | 00 |

PLEASE BE SURE ALL ITEMS
ARE PROPERLY ENDORSED.
DEPOSITS MAY NOT BE AVAILABLE
FOR IMMEDIATE WITHDRAWAL.

PLEASE
ENTER
TOTAL

TOTAL ITEMS 1

75-1656/910

04/17/03 12:14P C-Dep \$31,745.00
0001 ST 0101 # 11 169854
00910165566; 0169854

CITIZENS IND BANK
St Louis Park

Station 61 Teller 0101 Sec# 11
04/17/03 12:14:09

Amounts Received: 31,745.00
Checks: 31,745.00
Total Received: 31,745.00
To Checking # ...9854 31,745.00

All items credited subject to payment.

See Us
For All Your
Mortgage & Home Equity
Needs

PURPOSE/REMITTER: 510363617



No. 506903807

93-541
920

DATE: APRIL 15, 2003

THIRTY ONE THOUSAND SEVEN HUNDRED FORTY FIVE DOLLARS AND 00 CENTS

PAY

\$31,745.00

TO THE ORDER OF: LIVAN CALZADILLA

Drawer: USBank
420

NON NEGOTIABLE

AUTHORIZED SIGNATURE

Location: 5973
Issued By Traveler's Express Company, Inc
Drawee First Interstate Bank Helena, MT

Re: Livan Calzadilla

Case No 04-30813

INTERNATIONAL BANKING CORPORATION
NEW YORK, N.Y. 10048
(990910160) XNFB



CITIZENS IND BANK
St Louis Park

Station 31 Teller 0101 Ser# 11
04/17/03 12/14/03

Amounts Received:

Checks: 31,745.00
Total Received: 31,745.00

To Checking # ...9854

31,745.00

All items credited subject to payment.

See Us
For All Your
Mortgage & Home Equity
Needs

| |
|-------------------|
| LIVAN CALZADILLA |
| 133 S 13TH AVE |
| SOUTH ST PAUL, MN |
| 55075-2243 |

Borrower's Name and Address
 "You" means each borrower above, jointly and severally.

U.S. Bank National Association ND

Lender's Name
 "We" or "us" means the lender named above.

| | | |
|------------------------------------|----------------------------------|---------------------------------|
| Account # <u>3000151900</u> | Draw Period <u>15 years</u> | Maturity Date <u>06/02/2028</u> |
| Date <u>04/24/2003</u> | Repayment Period <u>10 years</u> | Billing Cycle: <u>monthly</u> |
| Trans. Acct. # _____ | _____ | Payment Date <u>2nd</u> |
| Line of Credit \$ <u>48,328.00</u> | _____ | of every <u>month</u> |

U.S. BANK EQUILINE AGREEMENT

GENERALLY: This is an agreement about your home equity line of credit. Many of the terms we use in this agreement have special meanings. The term "**Loan Account Balance**" means the sum of the unpaid principal of loans made under this plan, plus unpaid but earned finance charges, plus any credit insurance premiums that are due. "**Transaction Account**" means a deposit account you carry with U.S. Bank, N.A. The number of this account is listed near the top of the form on the line labeled "Trans. Acct. #." "**Line of Credit**" means the maximum amount of principal we will ordinarily allow you to owe us under this plan at any time.

In addition, we will use the following terms for this home equity plan: "**Draw Period**" is the time during the plan that you may request advances and will make payments on your loan account balance. The "**Repayment Period**" is the time during the plan that you must repay your loan account balance but cannot get further advances. Except where otherwise indicated, the disclosures contained in this agreement apply to both the draw and repayment periods.

If any term of this agreement violates any law or for some other reason is not enforceable, that term will not be part of this agreement.

TAX DEDUCTIBILITY: We make home equity "EQUILINE" loans where the line of credit ceiling can be (when combined with other liens) up to 125% of the value of the property. We want to make sure you are aware that interest may not be deductible to the extent (for that portion of your indebtedness) that the residence does not adequately secure the loan. This is true when (and to the extent) total liens on the property exceed its fair market value. You should consult a tax advisor regarding the deductibility of interest and charges under this home equity plan.

REQUESTING A LOAN: You request a loan under this plan whenever you:

- Write a check using one of the special checks you have for that purpose.
- Use the VISA® credit card we supply you to make purchases or receive cash loan advances.
- You may also choose to attach this Line of Credit to your Transaction Account with our affiliate U.S. Bank, N.A. If you "overdraw" the Transaction Account, by any method allowed for withdrawal from that account, you will get an advance on this Line of Credit, up to your credit limit. (If you attach this Line of Credit to your Transaction Account, when you "overdraw" the deposit account and an advance can be made from your Line of Credit, you will not be charged an overdraft charge on your Transaction Account if you have not thereby exceeded your credit limit under this plan. If you elect this feature, then the Transaction Account to which this Line of Credit is attached will be listed above on the line labeled "Trans. Acct. #".)

However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit listed in this agreement. We may, at our option, grant such a request without obligating ourselves to do so in the future.

TRANSACTION LIMITATIONS: There are a few "indirect" limitations on the transactions you can make to this account. These are not limitations on this account, but limitations that are part of an access method. For example, if you attach this account to your transaction account (overdraft protection) and if you have an ATM card or debit card that can access that transaction account, then the electronic funds transfer limitations that are part of your ATM or debit card are "indirect" limits on the number and dollar amount of your access to this account per day by those methods. These are not really limits on the amount or number of advances you can get from this account, but are limits inherent in ATM and debit card transactions. Also, if you attach this account to your deposit account, then advances from this account arising from "overdrafts" will occur, once a day, in multiples of \$100.

FIXED RATE LOAN OPTION "LOCK FEATURE": At any time during the Draw Period you may convert ("lock") the interest rate and repayment schedule, for up to the amount of the then outstanding credit line balance (not including any previously locked principal balance), subject to the following conditions:

- The lock period will be for a term that you select, with a maximum term of (a) 20 years or (b) the then remaining term of the repayment period, whichever is less.
- The lock period cannot be less than 12 months.
- The minimum lock amount is \$2,000.00.
- You can have no more than 3 locks in effect at any one time. The fee for each lock will be \$50.
- The unpaid principal balance of any lock amount is part of your maximum credit limit, and a principal portion of each payment toward a lock amount will replenish your credit limit as of the date a payment is posted.
- Each lock is a separate event; you cannot add an amount to a lock after it is established.

Lock rate. The fixed simple interest rate for a lock will be determined by reference to the Wall Street Journal Prime Rate in effect on the date of the lock plus (or minus) a margin. You can call us to find out the then current Prime Rate and margin.

Lock payment. Each lock will have its own payment amount, determined by applying the rate to the lock amount for the term of the lock, and producing equal monthly payments over the term of the lock.

Minimum payment. Your minimum payment each month will be determined by adding the scheduled lock payment(s) to the minimum payment amount determined under the "HOW YOU REPAY YOUR LOAN" section of this agreement with respect to the "unlocked" portion of your outstanding balance. You may prepay a lock amount in whole or in part, but any prepayment will not excuse any later scheduled lock payment until the lock is paid in full.

Method. You can establish a lock by contacting us. A full disclosure of all terms of the lock will be provided to you at the time the lock is established.

HOW FINANCE CHARGES ARE COMPUTED: To calculate the actual daily balance, take the loan account balance at the beginning of the day and subtract any accrued but unpaid finance charges and insurance premiums (if any). Next, add all new loans posted to the account that day and subtract the portion of any payments or credits received that day which apply to the repayment of the loans.

The average daily balance is determined by taking the sum of all the actual daily balances divided by the number of days in the billing cycle.

Finance charges will begin to accrue immediately when a loan is advanced. To calculate the finance charge for a billing cycle, apply the daily periodic rate of finance charge to the average daily balance of the loan account times the number of days in the billing cycle.

If the daily periodic rate varies during the billing cycle, the finance charge will be calculated by applying each daily periodic rate of finance charge to the average daily balance of the loan account times the number of days the rate was in effect. The sum of these products is the finance charge.

INITIAL RATE: The initial daily periodic rate of **FINANCE CHARGE** is 0.01712 % which corresponds to an **ANNUAL PERCENTAGE RATE** of 6.25000 %. The annual percentage rate includes interest and not other costs.

Disclosures: The disclosures of initial daily periodic rate of **FINANCE CHARGE** and **ANNUAL PERCENTAGE RATE** in the previous paragraph, and in the next paragraph (if it is checked and completed) are based on rates and conditions as of 04/24/2003

PURPOSE/REMITTER: LIVAN CALZADILLA



No. 506903957

93-541
920

DATE: APRIL 29, 2003

TWENTY FOUR THOUSAND DOLLARS AND 00 CENTS

\$24,000.00

PAY

TO THE ORDER OF: EMPIRE CONCEPTS

Drawer: USBank
420

NON NEGOTIABLE

Location: 5973
Issued By Traveler's Express Company, Inc
Drawee First Interstate Bank Helena, MT

AUTHORIZED SIGNATURE

DEPOSIT TICKET
FOR CLEAR COPY, PRESS FIRMLY WITH BALL POINT PEN.

Citizens
BANK
St. Louis Park
5050 Excelsior Boulevard
St. Louis Park, MN 55416
952-926-8001

DATE 4/29/03

| | DOLLARS | CENTS |
|-----------------|-----------|-----------|
| CURRENCY | | |
| COIN | | |
| LIST EACH CHECK | | |
| 1 | 506903957 | 24,000 00 |
| 2 | 20358972 | 10 00 |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |
| 16 | | |
| 17 | | |
| \$ | 24,010 | 00 |

EMPIRE CONCEPTS LLC
319 - 1ST AVE. N, STE. 100 612-659-9192
MINNEAPOLIS, MN 55401

PLEASE ENTER TOTAL

PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED.
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

75-1656/910

TOTAL ITEMS 2

24010.00

C-Dep

\$24,010.00

04/29/03 2:58P

0001 57 0106 # 84

169656

⑆091016566⑆ 016⑈9854⑈

39 ⑆0002401000⑆

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE CREDITORS AGREEMENT.

CITIZENS IND BANK
St. LOUIS PARK

BRIDGE ST Teller 0106 500# 24
5010100 2159121

Amount Received:
Check 24,010.00
Total Received: 24,010.00

To Checking # 444856 24,010.00

All items credited subject to payment.

See Us
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Mortgage & Home Equity
Needs

BANK (071016566)
1490092 082903 CITIZENS INDEPENDENT

PURPOSE/REMITTER: LIVAN CALSADILLA



No. 506904019

93-541
920

DATE: MAY 05, 2003

TWENTY FOUR THOUSAND THREE HUNDRED TWENTY EIGHT DOLLARS AND 00 CENTS

PAY

\$24,328.00
DOLLAR TWO FOUR THOUSAND TWO HUNDRED TWENTY EIGHT AND 00/100

TO THE ORDER OF: EMPIRE CONCEPTS

Drawer: USBank
420

NON NEGOTIABLE

Location: 5973
Issued By Traveler's Express Company, Inc
Drawee First Interstate Bank Helena, MT

AUTHORIZED SIGNATURE

DEPOSIT TICKET

NAME Empire Concepts
ACCOUNT NO. 149854
DATE 5-5-03
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

| CASH | CURRENCY |
|---------------------------------|------------------------------|
| | COIN |
| | ENTRICKS SINGLE <u>24328</u> |
| TOTAL FROM OTHER SIDE | |
| TOTAL | |
| LESS CASH RECEIVED | |
| NET DEPOSIT <u>24328</u> | |

75-1656/910

USE OTHER SIDE FOR ADDITIONAL LISTING

BE SURE EACH ITEM IS PROPERLY ENDORSED

Citizens BANK
INDEPENDENT
St. Louis Park
5050 Excelsior Boulevard
St. Louis Park, MN 55416
952-926-6561

C-Dep

\$24,328.00

05/05/03 11:06A

6001 07 0105 # 45

167064

⑆091016566⑆ 1609854⑆ 39 ⑆0002432800⑆

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT

CITIZENS AND BANK

St. Louis Park, MN

Branch 100
Tel: 952-926-6561
Fax: 952-926-6561

Amount Received

24,328.00

24,328.00

Less Cash Received

0.00

Total Deposited

24,328.00

Total Available

24,328.00

Total Balance

24,328.00

For more information, call 1-800-368-3633

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| CHECKS | LIST | SINGLY | DOLLARS | CENTS |
|--------|---------------------------|--------|---------|-------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | 0009 | 79 | 6 | |
| 7 | | | | |
| 8 | CITIZENS INDEPENDENT BANK | | | |
| 9 | 31001 1984 0115546 | | | |
| 10 | 091016566 | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |
| 16 | | | | |
| 17 | | | | |
| 18 | | | | |
| 19 | | | | |
| TOTAL | | | | |

ENTER TOTAL ON THE FRONT OF THIS TICKET

Exhibit 6

Uniform Commercial Code
180 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
Saint Paul, MN 55155



Mary Kiffmeyer
Secretary of State

Minnesota Central Filing System

UCC Filing Acknowledgement

March 3, 2003
Page 1 of 1

VILETT JACK
1250 HENNEPIN AVE D-421
MINNEAPOLIS MN 55403

The Minnesota Central Filing System has received and filed your document. The information below reflects the data that was indexed in our system. Please review the information for accuracy. If you find a potential error, please notify the appropriate filing office.

Client Account Number: 14756902

Batch Number: 412572

Filing Type: UCC Financing Stmt

Original Filing Number: 20036678053

Filed Date: 03/03/2003

Filed Time: 12:59 p.m.

Lapse Date: 3/3/2008

| <u>Party Type</u> | <u>Party Name and Address</u> |
|-------------------|---|
| Debtor | EMPIRE CONCEPTS LLC MINNEAPOLIS MN |
| Secured Party | VILETT JACK M MINNEAPOLIS MN |

Filing by the Minnesota Central Filing System is not conclusive proof that all conditions for securing priority have been met. Ensuring that accurate information is on the document to be filed is the responsibility of the filing party. If the filing is challenged, the filing office does not guarantee that the filing is legally sufficient to secure priority under UCC Article 9 and expressly disclaims any liability for failure of the filing party to secure priority resulting from the information contained in the filed document, or the lack of information on the filed document.

User ID: fisje01

County ID: 88

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(651) 296-2803

FAX (651) 215-1009

TTY (800) 627-3529

p. 2

612-334-9344

rebecca helzer

Mar 19 03 12:22p

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Jack V Blett 612-343-8645

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Jack V Blett
1250 Hennepin Avenue D-421
Minneapolis, MN 55403

Filing NO: 20036678053

Filing Date: 2003/03/03

Filing Time: 12:59 PM

State of Minnesota

Processing Office: Secretary of State

Filed by: fisje01

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Invert only one dash (see Part 1) - do not abbreviate or omit initials

1a. ORGANIZATION'S NAME: Empire Concepts, LLC
1b. INDIVIDUAL'S LAST NAME:
1c. MAILING ADDRESS: 319 First Avenue North Suite 100 Minneapolis MN 55401
1d. RECEIVING CODE:
1e. ADD. INFO RE ORGANIZATION: LLC
1f. JURISDICTION OF ORGANIZATION: Minnesota
1g. ORGANIZATION ID #: 33020-LLC

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Invert only one dash (see 1a or 1b) - do not abbreviate or omit initials

2a. ORGANIZATION'S NAME:
2b. INDIVIDUAL'S LAST NAME:
2c. MAILING ADDRESS:
2d. RECEIVING CODE:
2e. ADD. INFO RE ORGANIZATION:
2f. JURISDICTION OF ORGANIZATION:
2g. ORGANIZATION ID #: NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR) - Invert only one dash (see 1a or 1b)

3a. ORGANIZATION'S NAME:
3b. INDIVIDUAL'S LAST NAME: V Blett
3c. MAILING ADDRESS: 1250 Hennepin Ave D-421 Minneapolis MN 55403-1725 USA

4. THIS FINANCING STATEMENT covers the following collateral:

All of the Assets of Empire Concepts LLC, both in existence now and assets acquired in the future, generally described as Furniture, Fixtures, Bar equipment, Bar Drink Dispensing Systems, Kitchen Equipment and Supplies, Fire Suppressant Hood, Food Warmers, Ice Making equipment, Coffee Systems, Food Processors, Portable Appliances, Coolers, Dishwashers, Refrigerators, Stoves, Decorative and Stage Lighting and Accessories, All Lighting and Sound-DJ equipment, portable stages, vehicles, trucks, buses, Drapes, Desks, Chairs, Dining Tables and Chairs, Bar Stools, Couches, Computers and Laptops, Printers, Copy Machines, Faxes, Telephone Systems, Office and Kitchen Supplies, Leasehold Improvements, Cellular Telephones, Inventory of Beer, Wine and Alcohol, ATM Machines, Credit Card Processing equipment, cash registers, Point of Sale Terminals and Processor.

5. ALTERNATIVE DESIGNATION (Priority)
6. RECEIVED BY
7. CONDITION OF DONOR
8. SALE OR LIEN
9. SELLER/BUYER
10. AD. LIEN
11. NON-UCF FILING
12. UCC FILING
13. UCC FILING
14. UCC FILING
15. UCC FILING
16. UCC FILING
17. UCC FILING
18. UCC FILING
19. UCC FILING
20. UCC FILING

Empire Concepts, LLC. Loan Numbers:

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

SECURITY AGREEMENT
Original - to be revised as more funds are advanced
(Also See Personal Guarantees)

THIS SECURITY AGREEMENT is executed on the 20th day of December, 2002 by and between EMPIRE CONCEPTS. LLC, "Borrowers" and Jack Vilett, "Lender".

Recitals

A. EMPIRE CONCEPTS LLC ("Borrowers"), are indebted to the Lender in the sum of \$250,000.00 (the "Loans") under Promissory Notes executed on various dates, prior to this Security Agreement.

B. The Lender has required as a condition to making the Loan to the Borrowers that (among other things) the Borrowers execute this Security Agreement and Personal Guarantees.

Agreement

NOW THEREFORE, in consideration of the foregoing recitals, the sum of \$ 1.00 in hand paid by the Lender (attached) to the Borrower, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and Lender hereby agree as follows:

1. Liability Secured. This Agreement is entered into as security for the following (hereinafter referred to as the "Liabilities"):

(a) The payment of the Loan evidenced by the Note, and every extension or renewal thereof, AND all future Notes issued to Empire Concepts LLC, and

(b) all other indebtedness, obligations (including obligations of performance) and liabilities of the Borrowers, or any of them, to the Lender of every kind, type and description whatsoever, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, contracted or arising, or acquired by the Lender from any source, joint or several, liquidated or un-liquidated, regardless of how they arise or by what agreement or instrument they may be evidenced or whether they are evidenced by any agreement or instrument, and whether incurred as maker, endorser, surety, guarantor or otherwise, together with all interest thereon and any and all renewals and extensions of any of the same; and

(c) The Borrowers' compliance with all stipulations, agreements, representations, assets listings, and warranties contained in this agreement and the Personal Guarantees

2. Granting Clause. As security for the Loan, the Borrowers do hereby

8-1

grant, pledge, transfer, sell, assign, convey and deliver to the Lender, and do grant to the Lender a security interest in, ALL of the right, title and interest of such Borrowers, in, to and under the following (hereinafter collectively referred to as the "Collateral"):

(a) All of the Assets presently owned by Empire Concepts, LLC and all assets to be acquired in the future.

(b) All proceeds of any of the foregoing, after acquired property and accounts receivable.

3. Security. The security granted by this agreement shall at all times be maintained at 319 First Avenue North; Minneapolis, MN 55401

4. Warranties of Title, etc. The Borrowers hereby: (a) covenant with the Lender, its successors and assigns, that the Borrowers are the lawful and absolute owner of the Collateral and have a good right to sell, assign, convey and grant a security interest in the same and that the Collateral is free and clear of all encumbrances and security interests (other than that of the Lender); (b) warrant and covenant to forever defend the title of the Collateral unto the Lender, its successors and assigns, against the claims of all person whomsoever, whether lawful or unlawful; (c) warrant that no financing statement covering any of the Collateral or any proceeds there from is on file at any public office; (d) agree, promptly upon request for the Lender to join with the Lender in executing one or more financing statements and any necessary amendments pursuant to the Uniform Commercial Code in form satisfactory to the Lender and to pay the cost of filing the same in all public offices wherever filing is deemed necessary or prudent by the Lender; (e) authorize the Lender to correct any and all patent errors in the typewritten or handwritten portion of this agreement or any documents executed in connection herewith; and (f) agree to pledge, assign, and deliver to the Lender any additional certificates, instruments, securities and documents hereafter constituting part of the Collateral immediately upon the acquisition thereof by the Borrowers.

5. Negative Pledge. The Borrowers and each of them warrant and represent that they will not, without the prior consent of the Lender, pledge or grant any security interest in any of the Collateral to anyone except the Lender, permit any lien or encumbrance to attach to any of the Collateral or any levy to be made thereon or any financing statement or security interest (except those to the Lender) to be on file with respect thereto.

6. Taxes and Assessments. The Borrowers agree to pay all taxes, rents, assessments and charges levied against the Collateral and all other claims that are or may become liens against the Collateral, or any part thereof, and should default be made in the payment of the same, the Lender, as its option, may pay the same.

7. Collection of Collateral. At any time, upon notice to the Borrowers, the Lender may notify the Borrower to make all payments and distributions in connection with the Collateral, whether in cash or other assets, directly to the Lender and to accept the receipt of the Lender there for. In the event that, after such notice has been given, either of the Borrowers receive monies due under or in connection with the Collateral, such Borrower(s) shall forthwith pay over and deliver the same to the Lender in the identical form received and until so paid over

8-2

and delivered shall hold the same in trust for the Lender and shall not commingle the same with any funds or assets of such Borrower. The Borrowers agree promptly upon demand by the Lender to take any and all further actions and execute any and all further documents required by the Lender of the Borrowers in order to effect immediate payment of such amounts, properties and assets to the Lender. The Borrowers hereby constitute and appoint the Lender, and any other person designated by the Lender as the agent and attorney-in-fact of such Borrowers, at Borrowers' cost and expense, to exercise at any time all of the following powers, all of which powers, being coupled with an interest, shall be irrevocable until the liabilities secured hereby have been fully discharged: (a) to receive, take, endorse, assign, deliver in the Lender's name or in the name of the Borrowers any and all checks, notes, drafts, and other instruments relating to the Collateral; (b) to transmit to the Borrowers notice of the Lender's interest in the Collateral and to demand and receive for the Borrowers at any time, in the name of the Lender or of the Borrowers or of the designate of the Lender, information concerning the Collateral and the amounts owing thereon; (c) to notify the Borrowers to make payments on the Collateral directly to the Lender; and (d) to take or to bring in the name of the Lender or in the name of the Borrowers all steps, action, suits or proceedings deemed by the Lender necessary or desirable to effect collection of the Collateral. All acts of such attorney-in-fact or designee taken pursuant to this Section 7 or Section 13 are hereby ratified and approved by each of the Borrowers, and said attorney or designee shall not be liable for any acts or omissions nor for any error of judgment or mistake of fact or law.

8. Waiver of Exemption, etc. As against the Liabilities the Borrowers and each of them waive all rights of exemption under the Constitution and laws of the State of Minnesota or any other jurisdiction and agree to pay all cost of collection and enforcement hereof, and reasonable attorneys' fees, if the Liabilities are not paid at maturity or any other Event of Default occurs hereunder.

9. Non-Waiver. It is agreed that no delay in exercising any right or option given or granted hereby to the Lender shall be construed as a waiver thereof, nor shall a single or partial exercise of any other right, power or privilege. The Lender may permit the Borrowers to remedy any default without waiving the default so remedied, and the Lender may waive any default without waiving any other subsequent or prior default by the Borrowers.

10. Events of Default. As used in this agreement, the terms "default" or "Event of Default" shall mean the occurrence or happening of any one of the following events, circumstances or conditions:

(a) Violation or default in the observance or performance of any term, agreement, covenant, condition or stipulation contained or referred to in this agreement or in any document executed in connection with this agreement or in any note, endorsement, guaranty or other document evidencing any of the Liabilities secured by this agreement, including, without limitations, the Loan Note, and any and all other documents executed in connection with the Loan; or

(b) The occurrence of an Event of Default under the Promissory Notes.

11. Acceleration of Liabilities. Upon the occurrence of any Event of Default, the Lender shall have the right without further notice to the Borrowers to declare the entire

6-1

unpaid balance of the Liabilities, with accrued interest thereon, immediately due and payable.

12. Secured Party's Right After Default. Upon the occurrence of an Event of Default under this agreement, the Lender shall have, in addition to any other rights under this agreement or under applicable law, the right without notice to the Borrowers to take any or all of the following actions at the same or at different times: (a) to collect all Collateral in the Borrowers' name and take control of any cash or non-cash proceeds of Collateral; (b) to enforce payment of any Collateral, to prosecute any action or proceeding with respect to the Collateral, to extend the time of payment of any and all Collateral, to make allowance and adjustments with respect thereto and to issue credits in the name of the Borrower; (c) to settle, compromise, extend, renew, release, terminate or discharge, in whole or in part, any Collateral or deal with the same as the Lender may deem advisable; (d) without notice or advertisement, to sell, assign and deliver the Collateral or any other property held by the Lender, at public or private sale, for cash, upon credit or otherwise at the sole option and discretion of Lender and to bid or become purchaser at any such sale; and (e) to exercise, in addition to all other rights and remedies of a Lender upon default under the Minnesota Uniform Commercial Code. The net cash proceeds resulting from the exercise of any of the foregoing rights, after deducting all charges, expenses, cost and attorneys' fees relating thereto, including any and all costs and expenses incurred in securing the possession of Collateral and preparing the same for sale, shall be applied by the Lender to the payment of the Liabilities, whether due or to become due, in such order and in such proportions as the Lender may elect, and Borrowers shall remain jointly and severally liable to the Lender for any deficiency.

13. Attorney-in-Fact After Default. At any time after the occurrence of an Event of Default, the Lender or any other person serving as the attorney-in-fact for either of the under Section 7 of this agreement, shall have all or any of the following powers: (a) to exercise all of such Borrowers' rights and remedies with respect to the collection of the Collateral; (b) to settle, adjust, compromise, extend, renew, discharge, terminate or release the Collateral in whole or in part; (c) to sell or assign the Collateral upon such terms, for such amounts and at such time or times as the Lender deems advisable; (d) to take control, in any manner, of any item of payment on, or proceeds of the Collateral; (e) to use the information recorded on or contained in any data processing equipment and computer hardware and software relating to the Collateral to which such Borrowers have access; and (f) to do all acts and things necessary, in the Lender's sole judgment, to carry out the purpose of this Agreement.

14. Other Provisions Regarding Remedies on Default. With respect to the Lender's rights and remedies on default under this agreement:

(a) Written notice, when required by law, given to the Borrowers as set forth in Section 19 below at least 5 calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice to the Borrowers.

(b) The Borrowers agree to reimburse the Lender for any expense incurred by the Lender in protecting or enforcing its rights under the agreement, including, without limitation, all expenses of disposing of the Collateral, together with court costs and reasonable attorneys' fees. After deductions of such expenses, the Lender may apply the

proceeds of the disposition of the Collateral to any one or more of the Liabilities, as well as to any other indebtedness, obligation or liability of the Borrowers to the Lender secured hereby, in such order and amounts as the Lender elects.

(c) The Lender shall not be obligated to resort to any other collateral or security now held or hereafter given to the Lender to secure the Liabilities or to seek recovery from the Borrowers of said debts but may, upon default, at the Lender's sole election, proceed to enforce its rights as to the Collateral hereunder.

15. Successor and Assigns. All covenants and agreements herein made by the Borrowers shall bind them and their respective successors and assigns, and every option, right and privilege herein reserved or granted to the Lender shall inure to the benefit of and may be exercised by the Lender's successors or assigns.

16. Governing Law. This agreement shall be construed in accordance with and governed by the laws of the State of Minnesota, except as required by mandatory provisions of law.

17. Modification etc. No modification, amendment or waiver of any provision of this agreement, any note secured hereby, nor consent to any departure by the Borrowers therefrom shall in any event be effective unless the same shall be in writing and signed by the Lender and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Borrowers shall entitle either of them to any other or further notice or demand in the same, similar or other circumstances.

18. Further Assurances. The Borrowers will take such action as may be necessary to protect and maintain a continuously perfected security interest of the Lender in the Collateral, including, without limitation, the filing of such financing statements and other instruments in such detail as, in the opinion of the Lender and its counsel may be necessary to create or maintain a perfected security interest therein. And, providing current Lists of Assets.

19. Notices. Any request, demand or notices provided in this agreement to be given by either party hereto to the other shall be conclusively deemed to have been given when the same shall have been deposited in the United States mail, postage prepaid, addressed to the party to whom such request, demand or notice is directed, at the following address, or delivered by hand to such party at such address:

- (a) If to the Borrower, or either of them, at EMPIRE CONCEPTS LLC
315 FIRST AVE. NORTH MAPLE, MN 55401
- (b) If to the Lender, at JACK VILLET - 1250 HANLON AVE 0-761
MINNEAPOLIS MN 55407-1725

Note: Important -- I would prefer if you would have this document Notarized, but it is not a requirement for the agreement to be enforceable (see Next Page).

85

IN WITNESS WHEREFORE, each of the undersigned has executed this agreement on the day and year first above written.

STATE OF _____
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named LIVAN and BRANT who acknowledged to me that they signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, having been first authorized so to do.

GIVEN under my hand and official seal this the _____ day of _____, 20__.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Empire Concepts LLC.
X Livan Calzadilla
Name print Livan Calzadilla
Title CEO

X _____
Name print _____
Title _____

Exhibit 6A

CONFIDENTIAL

Main Identity

From: "jack" <jack_7273@yahoo.com>
To: <brant@empireconcepts.com>
Sent: Thursday, January 09, 2003 1:55 AM
Attach: EMPIRE docum Pers Guar Livan 1-8-03.doc; EMPIRE documents Pers Guar Brant 1-8-03.doc;
Empire docum SECURITY AGREEMENT -12-08-02.doc 1-8-02.doc
Subject: 3 of 4 Documents Completed

Brant,

I have 3 of the 4 documents completed. I am attaching them for you to print out, review and get ready to sign.

I will need a list of all the current assets to attach to the Security Agreement.

Jack

Do you Yahoo!?
Yahoo! Mail Plus - Powerful. Affordable. Sign up now

Exhibit 6A

BM 0086

5/28/2003

~~CONFIDENTIAL~~

Main Identity

From: "jack" <jack_7273@yahoo.com>
To: <bmcmanigle@mn.rr.com>
Sent: Wednesday, February 26, 2003 10:08 AM
Subject: Security Agreements

Hi B

Do you know what happened to the Security Agreement? Was it signed?

Notarized? Do you have it or did you return it to me?

Talk to you later. Jack

Do you Yahoo!?

Yahoo! Tax Center - forms, calculators, tips, and more

Exhibit 6A

BM 046

5/28/2003

Main Identity

CONFIDENTIAL

From: "jack" <jack_7273@yahoo.com>
To: "Brant C. McManigle" <bmcmanigle@mn.rr.com>
Sent: Wednesday, March 26, 2003 2:36 AM
Subject: Re: Tuesday

Hi B,

I did it again but not as bad; it is only 1:30.

I could meet early Wed morning - say 9-11. Give me a hollar and we can meet somewhere. I have to go to Lunds and a bunch of other stops in the morning.

All of the Security Agreement discussions and Promissory note discussion seem to be before mid Jan. Did you send anything to Livan about either one prior to mid January.

I am re-learning that attorneys do not have all the answers - a lot of times it is common sense and you have to bring it to them. Crazy?

Liquor License - I would ask Jason about that. I think I will write Rebeca and make sure there is no reference to me in any application.

I am going to go to bed Call me in the morning. Jack

"Brant C. McManigle" <bmcmanigle@mn.rr.com> wrote:

ok - this is just no fun at all! i have found a few emails which you requested the completion of the agreements and many emails regarding the early investment paperwork. If I remember correctly, that form was one you made up quickly and had it signed to cover your initial investment and then you later revised the agreement and sent that to me to be signed and it never was. all the other ones were signed but not the 2nd security agreement.

you must have the originals with livan's actual signature so i dont understand what the argument is. do you have the original?

I'm back to being lost and confused at to what i should be doing. I'm going to call jason 1st thing in the morning to find out what he is thinking and find out what i should be doing according to him. please let me know what i should be doing if you have any ideas at this point.

I got a call from a good friend and a mutual friend that he could not disclose advised me to check on the effect bankruptcy would have on the liquor license. If my name is involved in the company bankruptcy then will there be a problem getting the license down the road. looking ahead and preparing for any possibilities.

why havent i been contacted or updated regarding anything? I just dont get that. I still have ownership so how can i not be disclosed what the hell is going on?? jason will have to answer that one for me in the morning.

If possible, can i meet you 1st thing in the morning so i can get the check deposited before a bounce it back? would probably make me look like i WAS the reason the company is a mess if i'm bouncing checks to my attorney.....wouldnt that just be a kicker?

I'm printing all the emails that i have in regards to anything that may help. it really is interesting to re-read what has all happened and all the messed up things he did that i forgot about.

Exhibit 6A

BM 030

5/28/2003