

1 MARK B. BAILUS, ESQ.
Nevada Bar No. 002284
2 3940 W. Tropicana Avenue
Las Vegas, Nevada 89103
3 Telephone: (702) 942-4292
Facsimile: (702) 739-7994
4 Attorney for NEVADA BEVERAGE COMPANY

RECEIVED AND FILED
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U.S. BANKRUPTCY COURT
DISTRICT OF NEVADA

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6
7 IN THE UNITED STATES BANKRUPTCY COURT
8 FOR THE DISTRICT OF NEVADA
9

10 In re:)	Case No. BK-S-03-17939-LBR
)	Chapter 11
11 VSS ENTERPRISES, LCC,)	
12 a Nevada limited liability company,)	Date/Hearing: 2/25/04
13 d/b/a Castaways Hotel, Casino and)	Time/Hearing: 9:30 a.m.
Bowling Center,)	
)	
14 Debtor.)	

15 **APPLICATION FOR RELEASE OF PROPERTY**

16 Nevada Beverage Co. d/b/a Nevada Beverage Company ("NBC"), by and through its counsel of
17 record, Mark B. Bailus, Esq., hereby files this Application for Release of Property ("Application"). This
18 Application is being filed in accordance with the Amended Notice of Procedure Governing Claims of
19 Parties Asserting Interests in Assets of the Castaway's Hotel, Casino and Bowling Center Filed under
20 Seal filed on February 2, 2004 and Notice of Second Hearing Re Claims for Return of Property filed on
21 February 11, 2004. As set forth in this Application, NBC seeks the release of its goods, as defined
22 herein, located in the Castaways Hotel, Casino and Bowling Center. This Application is supported by
23 the following Points and Authorities, Affidavit of Robert May, the papers, pleadings and records in the
24 Court's files in the above-captioned case, judicial notice of which is requested and any argument of
25 counsel entertained by the Court at the hearing on this Application.

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1 POINTS AND AUTHORITIES

2 I. Background

3 1. On June 26, 2003 (the "Petition Date"), VSS Enterprises, LLC d/b/a Castaways Hotel, Casino
4 and Bowling Center (the "Debtor"), filed a voluntary petition for relief under Chapter 11 of the United
5 States Bankruptcy Code in this Court.

6 2. The Debtor is located at 2800 Fremont Street, Las Vegas, Nevada 89104. Debtor's primary
7 sources of revenues were gaming and hotel revenues, supplemented by income derived from bar,
8 restaurant, entertainment, retail activities and recreational vehicle park.

9 3. On January 26, 2004, NBC delivered goods to Debtor. Said goods consisted of 81 cases of beer
10 in the amount of \$1,103.40. A copy of Invoice No. 881755 identifying the goods and evidencing
11 Debtor's receipt of same is attach as Exhibit "1" and by this reference incorporated herein as though fully
12 set forth.

13 4. On January 26, 2004, after Debtor had taken possession of and/or received the goods, more
14 particularly described on Exhibit "1" attached hereto, NBC made a written demand for the return of the
15 above-mentioned goods if payment was not made. Specifically, Invoice No. 881755 provides:

16 NRS § 369.485 requires payment of all invoices on or before the 10th day
17 of the month following delivery. Delinquent accounts as of the 15th day
18 of the month following delivery will be charged a service charge of 1 ½
% on unpaid balances. *Demand is hereby made for the return of the
above-listed goods if payment is not made. (Italics added.)*

19 5. On January 29, 2004, NBC delivered goods to Debtor. Said goods consisted of 138 cases and
20 14 half (1/2) barrels of beer in the amount of \$3,375.65. A copy of Invoice No. 883000 identifying the
21 goods and evidencing Debtor's receipt of same is attach as Exhibit "2" and by this reference incorporated
22 herein as though fully set forth.

23 6. On January 29, 2004, after Debtor had taken possession of and/or received the goods, more
24 particularly described on Exhibit "2" attached hereto, NBC made a written demand for the return of the
25 above-mentioned goods if payment was not made. Specifically, Invoice No. 883000 provides:

26 NRS § 369.485 requires payment of all invoices on or before the 10th day
27 of the month following delivery. Delinquent accounts as of the 15th day
28 of the month following delivery will be charged a service charge of 1 ½
% on unpaid balances. *Demand is hereby made for the return of the
above-listed goods if payment is not made. (Italics added.)*

1 7. On January 29, 2004, Debtor was required to cease operations and closed. Apparently, Vestin
2 Mortgage, Inc., on behalf of Owens Financial Group, Inc., Vestin Fund I, LLC and Vesting Fund II
3 (collectively "Vestin") exercised its right to foreclose on Debtor's real property and that the Debtor is
4 no longer in possession of same.

5 8. Due to the closure of Debtor, NBC has not been paid for the above-mentioned goods. NBC holds
6 all ownership interest in said goods as it has not been paid for same by Debtor.

7 9. On February 2, 2004, Vestin filed an Amended Notice of Procedure Governing Claims of Parties
8 Asserting Interests in Asserts of the Castaways Hotel, Casino and Bowling Center Filed Under Seal (the
9 "Procedures"), which provided, in pertinent part:

10 All creditors and parties in interest who claim a lien or ownership in
11 property of Debtor upon closing senior to the interest of Vestin may apply
12 to the Court for an order releasing such property, upon no less than five
13 (5) business days written notice to Vestin and Debtor. Property shall be
14 released to third parties only upon Court Order in compliance herewith.
15 Upon closing, Vesting shall notify all creditors of this provision.

16 10. In accordance with the Procedures, on February 4, 2004, NBC filed its Notice of Interest and
17 Application for Release of Property ("Notice of Interest").

18 11. As to the goods delivered to Debtor on January 26, 2004, Debtor paid said for said goods with
19 check no. 339488 in the amount of \$1,103.40. On February 6, 2004, said check was returned to NBC
20 from US Bank marked "NSF," i.e., non-sufficient funds. A copy of said check is attached hereto as
21 Exhibit "3" and by this reference incorporated herein as though fully set forth.

22 12. On February 9, 2004, NBC filed a Supplement to the Notice of Interest.

23 13. The Notice of Interest, and the supplement thereto, constituted NBC's second written demand
24 on Debtor for the return of the above-mentioned goods.

25 14. On February 10, 2004, NBC made its third and final written demand for the return of the above-
26 mentioned goods due to non-payment of same. A copy of said written demand it attached hereto as
27 Exhibit "4" and by this reference incorporated herein as though fully set forth.

28 **II. Relief Requested**

As evident from the foregoing, NBC has sought to exercise its reclamation rights for the goods
delivered to the Debtor on January 26, 2004 and January 29, 2004 by making three (3) written demands
for the return of the above-mentioned goods. NBC seeks an order from this Court releasing the goods

1 to NBC pursuant to 11 U.S.C. § 546(c). Specifically, 11 U.S.C. § 546(c) provides:

2 Except as provided in subsection (d) of this section, the rights and powers of a trustee
3 under sections 544(a), 545, 547, and 549 of this title are subject to any statutory or
4 common-law right of a seller of goods that has sold goods to the debtor, in the ordinary
course of such seller's business, to reclaim such goods if the debtor has received such
goods while insolvent, but –

5 (1) such a seller may not reclaim any such goods unless such seller
6 demands in writing reclamation of such goods –

7 (A) before 10 days after receipt of such goods by the
debtor; or

8 (B) if such 10-day period expires after the commencement
9 of the case, before 20 days after receipt of such goods by
the debtor; and

10 (2) the court may deny reclamation to a seller with such a right of
11 reclamation that has made such a demand only if the court –

12 (A) grants the claim of such a seller priority as a claim of
a kind specified in section 503(b) of this title; or

13 (B) secures such claim by a lien.

14 NBC submits that reclamation is a suitable remedy in this matter as it would be easy to identify the goods
15 delivered to Debtor by NBC. NBC is the exclusive, state licensed wholesaler of Anheuser-Bush beers
16 for Clark County, Nevada.¹ N.R.S. 369.487 states that “no retailer or retail liquor store may purchase
17 liquor from other than a state licensed wholesaler.” Accordingly, NBC’s goods should be the only
18 Anheuser-Busch beers (e.g., Budweiser, Bud Light, Michelob, Michelob Ultra, etc.) in Debtor’s
19 possession prior to its closure.²

20 **III. Conclusion**

21 For the foregoing reasons, NBC requests the Court to enter an Order releasing to NBC the goods
22 more particularly described in Exhibits “1” and “2”. Further delay in returning the above-mentioned
23 goods to NBC will cause said goods to become worthless preventing NBC from finding an alternative
24

25 ¹ NRS 369.130 defines a “wholesaler” as a “person licensed to sell liquor as it is originally
26 packaged to retail liquor stores or to another licensed wholesaler, but not to sell to the consumer or
general public.”

27 ² In the event certain of the goods have been consumed and reclamation of same is not possible,
28 NBC is entitled to either a lien on the goods sold or an administrative priority claim in this case. See, 11
U.S.C. § 546(c)(2)(A); see also, *In re Performance Papers, Inc.*, 119 B.R. 127 (Bankr. W.D. Mich.
1990).

1 purchaser for same. Namely, the above-mentioned goods are perishable as they have an expiration date,
2 i.e., "out of code."³ As a practical matter, the above-mentioned goods have no monetary value to Debtor
3 or Vestin. Debtor was only allowed to sell beers, wines and liquors, in original packages or by the drink,
4 to consumers prior to its closure. See, N.R.S. 369.090.⁴ Such is no longer feasible as Debtor has ceased
5 operations and Vestin has foreclosed on Debtor's real property. Further, it is NBC's position that Debtor
6 and Vestin are prohibited from selling, transferring or delivering for value the above-mentioned goods
7 to a retailer or retail liquor store for sale or resale as they are not state licensed wholesalers. See, N.R.S.
8 369.090, 369.100⁵, 369.130 and 369.487.

9 Respectfully submitted this 18th day of February, 2004.

10 NEVADA BEVERAGE COMPANY

11
12
13 By 

14 MARK B. BAILUS, ESQ.
15 Nevada Bar No. 002284
16 3940 West Tropicana Avenue
17 Las Vegas, Nevada 89103
18 Attorney for Nevada Beverage Company

19 ³ Pursuant to Anheuser-Busch/NBC's "out of code" policy, all Anheuser-Busch beers are
20 required to be sold within a 110-day time frame. If an "out of code" beer is found in a retailer, the beer
21 is to be returned to NBC's warehouse and promptly destroyed. Under no circumstances is any "out of
22 code" beer to be sold, swapped, given away or allowed to escape destruction."

23 ⁴ N.R.S. 369.090 defines a "retail liquor store" as an "establishment where beers, wines and
24 liquors, in original packages or by the drink, are sold to a consumer."

25 ⁵ N.R.S. 369.100 provides:

26 As used in this chapter, "sale" or "to sell" means and includes any of the following:

- 27 1. To exchange, barter, possess or traffic in;
- 28 2. To solicit or receive an order for;
3. To keep or expose for sale;
4. To serve with meals;
5. To deliver for value or in any way other than gratuitously;
6. To peddle;
7. To possess with intent to sell;
8. To transfer to anyone for sale or resale;
9. To possess or transport in contravention of this chapter;
10. To traffic in for any consideration, promised or obtained directly
or indirectly; or
11. To procure or allow to be procured for any reason.

AFFIDAVIT OF ROBERT MAY

1
2 STATE OF NEVADA)
3 COUNTY OF CLARK) ss:

4 ROBERT MAY, being first duly sworn, deposes and says:

5 1. That Affiant is over the age of eighteen (18) years and mentally competent and that the
6 following statements are true and correct of Affiant's own personal knowledge except as to those matters
7 based upon information and belief and as to those matters Affiant believes them to be true, and further,
8 if called upon to testify, Affiant could and would testify.

9 2. That Affiant is employed as a driver for Nevada Beverage Company ("NBC")

10 3. That NBC is the exclusive wholesaler of Anheuser-Busch alcoholic and nonalcoholic
11 beverages for Clark County, Nevada.

12 4. That on January 26, 2004, Affiant delivered goods to the Castaways Hotel, Casino and
13 Bowling Center located at 2800 Fremont Street, Las Vegas, Nevada 89104 (the "Castaways"). Said
14 goods consisted of 81 cases of beer in the amount of \$1,103.40. A true and correct copy of Invoice No.
15 881755 identifying the goods is attach as Exhibit "1." Specifically, on January 26, 2004, delivered the
16 above goods to the Castaways by unloading same on the Castaways' loading dock. Affiant took the
17 above goods from NBC's pallets and placed them on the Castaways' flat-carts. After the Castaways took
18 possession of the above goods, an employee of the Castaways, authorized to acknowledge receipt of
19 goods on its behalf, verified that the goods delivered were the same as identified on Invoice No, 881755.
20 After verifying such, the Castaways' employee then signed the above-mentioned invoice and was
21 provided a copy of said invoice by Affiant.

22 5. That Affiant is informed and believes that NBC has made a written demand for the return
23 of the above-mentioned goods if payment was not made. Specifically, Invoice No. 881755, attached
24 hereto as Exhibit "1," provides:

25 NRS § 369.485 requires payment of all invoices on or before the 10th day
26 of the month following delivery. Delinquent accounts as of the 15th day
27 of the month following delivery will be charged a service charge of 1 ½
28 % on unpaid balances. *Demand is hereby made for the return of the
above-listed goods if payment is not made.* (Italics added.)

6. That on January 29, 2004, Affiant delivered goods to the Castaway. Said goods consisted

1 of 138 cases and 14 half (1/2) barrels of beer in the amount of \$3,375.65. A true and correct copy of
2 Invoice No. 883000 identifying the goods is attach as Exhibit "2." Specifically, on January 26, 2004,
3 delivered the above goods to the Castaways by unloading same on the Castaways' loading dock. Affiant
4 took the above goods from NBC's pallets and placed them on the Castaways' flat-carts. After the
5 Castaways took possession of the above goods, an employee of the Castaways, authorized to
6 acknowledge receipt of goods on its behalf, verified that the goods delivered were the same as identified
7 on Invoice No. 883000. After verifying such, the Castaways' employee then signed the above-mentioned
8 invoice and was provided a copy of said invoice by Affiant.


9 7. That Affiant is informed and believes that NBC has made a written demand for the return
10 of the above-mentioned goods if payment was not made. Specifically, Invoice No. 883000 provides:

11 NRS § 369.485 requires payment of all invoices on or before the 10th day
12 of the month following delivery. Delinquent accounts as of the 15th day
13 of the month following delivery will be charged a service charge of 1 ½
14 % on unpaid balances. *Demand is hereby made for the return of the
15 above-listed goods if payment is not made.* (Italics added.)

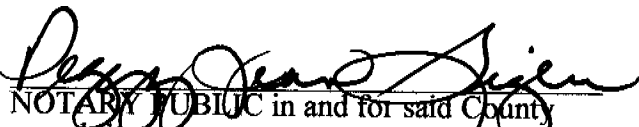
16 8. That a few hours after Affiant delivered the above goods on January 29, 2004 to the
17 Castaways, Affiant learned that the Castaways had closed.

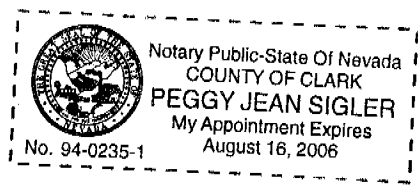
18 9. That Affiant is informed and believes that due to the closure of the Castaways, NBC has
19 not been paid for the above-mentioned goods, more particularly described on Exhibits "1" and "2."

20 Further Affiant sayeth naught.

21 
22 _____
23 ROBERT MAY

24 SUBSCRIBED and SWORN to before
25 me this 18th day of February, 2004.

26 
27 _____
28 NOTARY PUBLIC in and for said County
and State



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RECEIPT OF COPY

RECEIPT OF COPY of the above and foregoing **Application for Release of Property** is hereby acknowledged this 18 day of February, 2004.

SHEA & CARLYON, LTD.

GORDON & SILVER, LTD.

By Candace Carlyon
CANDACE C. CARLYON, ESQ.
233 South Fourth Street, Second Floor
Las Vegas, Nevada 89101

By William M. Noali
WILLIAM M. NOALI, ESQ.
3960 Howard Hughes Parkway, 9th Floor
Las Vegas, Nevada 89109

TIMOTHY S. CORY TC

TIMOTHY S. CORY
Federal Bankruptcy Trustee
3016 West Charleston Boulevard, Suite 210
Las Vegas, Nevada 89102

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EXHIBIT "1"

NEVADA BEVERAGE COMPANY

3940 W. TROPICANA - 89103
 P.O. BOX 93538 - LAS VEGAS, NV 89193
 PHONE (702) 739-9474 ADMIN - (702) 739-9998 SALES



CASTAWAYS HOTEL & CASINO
 VSS ENTERPRISES
 2800 FREMONT STREET
 LAS VEGAS NV 89104
 A.M. DELIVERY

INVOICE NO		CUSTOMER NO	
881755		01	42236
DATE	MMG.	SLSM	TRUCK
1/26/04	85	93	41
A/R BALANCE DUE	TERMS	PO#	PO - ORDER
		33258	
SALES REP TO PU CK			

PRODUCT	UPC CODE	CODE	QUANTITY	PRICE	AMOUNT
BUDWE BUD REG LNNR 024 12L	1820011029	11029	25	16.40	410.00
BUD L BUDLT REG LNNR 024 12L	1820067029	53029	56	16.40	918.40
** TOTAL **			81		

TOTAL CHARGES → 1,328.40

PRICES SUBJECT TO CHANGE WITHOUT NOTICE.				
A/B 1/2 BBL EMPTY	89507	9	25.00	225.00

NRS § 369.485 REQUIRES PAYMENT OF ALL INVOICES ON OR BEFORE THE 10TH DAY OF THE MONTH FOLLOWING DELIVERY. DELINQUENT ACCOUNTS AS OF THE 15TH DAY OF THE MONTH FOLLOWING DELIVERY WILL BE CHARGED A SERVICE CHARGE OF 1 1/2% ON UNPAID BALANCES. DEMAND IS HEREBY MADE FOR THE RETURN OF THE ABOVE-LISTED GOODS IF PAYMENT IS NOT MADE.

TOTAL CREDITS →	225.00
TOTAL INVOICE DUE →	1,103.40
RECEIVED ON ACCOUNT →	
TOTAL AMOUNT PAID →	

x John P Archer
 DRIVERS SIGNATURE
 1-26-04

PLEASE CHECK MOSE - PRICE EXTENSIONS BEFORE SIGNING

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EXHIBIT "2"

NEVADA BEVERAGE COMPANY

3940 W. TROPICANA, 89103
 P.O. BOX 93538 - LAS VEGAS, NV 89193
 PHONE (702) 739-9474 ADMIN - (702) 739-9998 SALES



CASTAWAYS HOTEL & CASINO
 VSS ENTERPRISES
 2800 FREMONT STREET
 LAS VEGAS NV 89104
 A.M. DELIVERY

INVOICE NO.	883000	CUSTOMER NO.	01 42236
DATE	1/29/04	MAG.	86 98 41
TERMS	PO# 33312		
SALES REP TO PU CK			

03-10-03-00

PRODUCT	UPCCODE	CODE	QUANTITY	PRICE	AMOUNT
BUDWE BUD REG LNNR 024 12L	1820011029	11029	56	16.40	918.40
BUD L BUDLT REG LNNR 024 12L	1820067029	53029	56	16.40	918.40
MICHE MICH 6PK SLOPE 004 12N	1820041270	41276	5	17.60	88.00
MICHE MICH ULTRA 6PK 004 12L	1820096770	96770	10	17.60	176.00
BUDWE BUD 1/2 KEG 001 HLB	1820023940	23940	4	65.50	262.00
BUD L BUDLT 1/2 KEG 001 HLB	1820057940	57940	10	65.50	655.00
ANHEU AB 1/2 BBL DEP 001 DEP	1820097999	89503	14	25.00	350.00
O'DOU ODSL 6PK LNNR 004 12L	1820000784	79283	11	14.35	157.85
** TOTAL			166		



TOTAL CHARGES → 41 3,525.65

PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

Empty A/B 1/2 00	89507	0	25.00	150.00
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NRS § 369.485 REQUIRES PAYMENT OF ALL INVOICES ON OR BEFORE THE 10TH DAY OF THE MONTH FOLLOWING DELIVERY. DELINQUENT ACCOUNTS AS OF THE 15TH DAY OF THE MONTH FOLLOWING DELIVERY WILL BE CHARGED A SERVICE CHARGE OF 1 1/2% ON UNPAID BALANCES. DEMAND IS HEREBY MADE FOR THE RETURN OF THE ABOVE-LISTED GOODS IF PAYMENT IS NOT MADE.

TOTAL CREDITS →	150.00
TOTAL INVOICE DUE →	3,375.65
RECEIVED ON ACCOUNT →	
TOTAL AMOUNT PAID →	

X [Signature]
 DRIVERS SIGNATURE

X [Signature] 1/29/04
 RECEIVED BY

PLEASE CHECK MDSE. + PRICE EXTENSIONS BEFORE SIGNING

Thank You!

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EXHIBIT "4"

CASTAWAYS

HOTEL, CASINO & BOWLING CENTER

2800 FREMONT STREET • LAS VEGAS, NEVADA 89104

US bank
94-169/1212

No 339488

VOID 90 DAYS AFTER ISSUE

DATE
1/26/04

AMOUNT
\$1,103.40

PAY ONE THOUSAND ONE HUNDRED THREE DOLLARS AND 40/100

TO THE ORDER OF
NEVADA BEVERAGE COMPANY
3940 W. TROPICANA AVE.
LAS VEGAS

NV 89103

COMMERCIAL ACCOUNT

Walter U. Velt
[Signature]

NSF NSF NSF NSF

⑈339488⑈ ⑆121201694⑆ 153790575614⑈ ⑆0000110340⑆

123669229 01302044 4442
S/T 894 ID 05 PKT 7
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NSF
FOR
NEVADA BEVERAGE COMPANY
GENE
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02/10/04 15:01 01865 15 5501 0003
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BANK OF AMERICA NA LVS
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EXHIBIT "3"



NEVADA BEVERAGE COMPANY

Post Office Box 93538 • Las Vegas, Nevada 89193-3538

Sales and Administrative Offices (702) 739-9998

Fax (702) 739-6397

Executive Offices (702) 739-9474

Fax (702) 739-7994

February 11, 2004

Via Facsimile and U.S. Mail

Brett J. Barratt, Esq.
Shea & Carlyon, Ltd.
2333 South Fourth Street, #200
Las Vegas, Nevada 89101

William M. Noall, Esq.
Gordon & Silver, Ltd.
3960 Howard Hughes Parkway, 9th Floor
Las Vegas, Nevada 89109

Timothy S. Cory, Trustee
Federal Bankruptcy Trustee
Post Office Box 27498
Las Vegas, Nevada 89126-1498

Re: Castaways Hotel, Casino and Bowling Center
Case No. BK-S-03-17939-LBR
Reclamation Demand

Dear Sirs:

As a follow-up to Nevada Beverage Company's earlier demand(s), please let this letter serve as final demand for the return of goods identified on the attached invoices due to non-payment of same. This letter should not be construed as a waiver, bar and/or estoppel to any claims, demands, causes of action, actions, suits and/or defenses available to Nevada Beverage Company.

Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

Mark B. Bailus
General Counsel

MBB/ps

"WE TREAT CUSTOMERS AS IF WE WERE THE CUSTOMER!"

NEVADA BEVERAGE COMPANY

3940 W TROPICANA - 89103
 PO BOX 93538 - LAS VEGAS, NV 89193
 PHONE (702) 739-9474 ADMIN • (702) 739-9998 SALES



CASTAWAYS HOTEL & CASINO
 VSS ENTERPRISES
 2800 FRENONT STREET
 LAS VEGAS NV 89104
 A M DELIVERY

INVOICE NO	381755	CUSTOMER NO	01 42235
DATE	1/26/04	MMG	35 95 41
A/R BALANCE DUE	TERMS	PO#	33258
SALES REP TO PU CK			

PRODUCT	UPC CODE	CODE	QUANTITY	PRICE	AMOUNT
BUDWE BUD REG LNNR 034 12L	1620011029	11029	25	15.40	310.00
BUD L BUDLT REG LNNR 034 12L	1620067029	53029	59	15.40	918.40
** TOTAL **			84		1228.40

TOTAL CHARGES → 1,328.40

PRICES SUBJECT TO CHANGE WITHOUT NOTICE.				
A/B 1/2 BRL EMPTY	89507	9	25.00	225.00

NRS § 369.485 REQUIRES PAYMENT OF ALL INVOICES ON OR BEFORE THE 10TH DAY OF THE MONTH FOLLOWING DELIVERY. DELINQUENT ACCOUNTS AS OF THE 15TH DAY OF THE MONTH FOLLOWING DELIVERY WILL BE CHARGED A SERVICE CHARGE OF 1 1/2% ON UNPAID BALANCES. DEMAND IS HEREBY MADE FOR THE RETURN OF THE ABOVE-LISTED GOODS IF PAYMENT IS NOT MADE.

TOTAL CREDITS →	225.00
TOTAL INVOICE DUE →	1,103.40
RECEIVED ON ACCOUNT →	
TOTAL AMOUNT PAID →	

X John P Archer
 DRIVERS SIGNATURE
 X John P Archer 1-26-04

PLEASE CHECK MOSE - PRICE EXTENSIONS BEFORE SIGNING

NEVADA BEVERAGE COMPANY

3940 W. TROPICANA, 89103
 P.O. BOX 93538 - LAS VEGAS, NV 89193
 PHONE (702) 739-9474 ADMIN - (702) 739-9998 SALES

Budweiser

KING OF BEERS.

CASTAWAYS HOTEL & CASINO
 VSS ENTERPRISES
 2900 FREMONT STREET
 LAS VEGAS NV 89104
 A.M. DELIVERY

INVOICE NO	883000	CUSTOMER NO	01 42236
DATE	1/29/04	MMG	86 92 41
TERMS	PO# 33312		
SALES REP TO PU CK			

COPY OF INV

PRODUCT	UP CODE	CODE	QUANTITY	PRICE	AMOUNT
BUDWE_BUD REG LNNR 024 12L	1820011029	11029	56	16.40	918.40
BUD L_BUDLT REG LNNR 024 12L	1820067029	53029	56	16.40	918.40
MICHE MICH 6PK SLOPE 004 12N	1820041270	41276	5	17.60	88.00
MICHE MICH ULTRA 6PK 004 12L	1820096770	96770	10	17.60	176.00
BUDWE_BUD 1/2 KEG 001 HLB	1820023940	23940	4	65.50	262.00
BUD L_BUDLT 1/2 KEG 001 HLB	1820057940	57940	10	65.50	655.00
ANHEU AB 1/2 BBL DEP 001 DEP	1820099979	89503	14	25.00	350.00
O'DOU DDLS 6PK LNNR 004 12L	1820000784	78283	11	14.35	157.85
** TOTAL			166		



TOTAL CHARGES → 41 3,525.65

PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

Empty A/B 1/2 001	89507	0	25.00	150.00
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NRS § 369.485 REQUIRES PAYMENT OF ALL INVOICES ON OR BEFORE THE 10TH DAY OF THE MONTH FOLLOWING DELIVERY. DELINQUENT ACCOUNTS AS OF THE 15TH DAY OF THE MONTH FOLLOWING DELIVERY WILL BE CHARGED A SERVICE CHARGE OF 1 1/2% ON UNPAID BALANCES. DEMAND IS HEREBY MADE FOR THE RETURN OF THE ABOVE-LISTED GOODS IF PAYMENT IS NOT MADE.

TOTAL CREDITS →	150.00
TOTAL INVOICE DUE →	3,375.65
RECEIVED ON ACCOUNT →	
TOTAL AMOUNT PAID →	

X [Signature]
 DRIVERS SIGNATURE
 X [Signature] 1/29/04
 RECEIVED BY

PLEASE CHECK MOSE. - PRICE EXTENSIONS BEFORE SIGNING

Thank You!