



September 3, 2002

Mayor Wesely and City Council
City of Lincoln
City County Building
Lincoln, NE

Mayor Wesely and Members of the City Council:

An investigation has been made regarding the application of BJT Inc., d.b.a. The Office, 1211 'O' Street requesting a class I liquor license.

Juliana Buller, managing member has requested that James Glenn be approved as the manager of the liquor license.

Background information on the applicants is as follows:

Juliana Buller was born in 1937. She attended the University of Nebraska graduating in 1962.

Juliana Buller employment history is as follows:

2001 – Present	Owner, Jimmy Aces	Lincoln, NE.
1987 – Present	Realtor, Home Real Estate	Lincoln, NE.
1979 - 1987	Teacher, St Teresa's	Lincoln, NE

James Glenn was born Lincoln, Nebraska. He attended Lincoln High School graduating in 1998.

James Glenn employment history is as follows:

2001 – Present	Manager, Jimmy Aces	Lincoln, NE.
2000 - 2001	Loader, Pegler Sysco	Lincoln, NE.
1999 – 2000	Delivery, Steaks 2 You	Lincoln, NE.
1997 – 1999	Server, Goodrich Dairy	Lincoln, NE.



575 South 10th Street / Lincoln, Nebraska 68508 / Phone: 402-441-7204 / Fax: 402-441-8492 / Website: www.ci.lincoln.ne.us

A nationally accredited law enforcement agency



If this application is approved the Lincoln Police Department requests the following conditions be added to the liquor license:

Written management policies maintained and available to all employees, with a copy to the Lincoln Police Department covering at minimum the following issues:

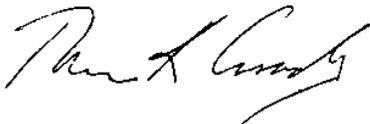
1. Prohibiting service to intoxicated patrons and procedures for stopping service to a patron who appears to be intoxicated.
2. Prohibiting service to minors, and procedures specifying circumstances employees are to check patron identification.
3. Procedures for employees to follow in the event of a fight, argument, or similar disturbance in the establishment.

A requirement of a staff to patron ratio of at least 1:25

All servers and supervisors, (wait staff, bartenders, managers) to complete an alcohol server education course, or equivalent within one month of employment.

All employees to be easily identifiable either wearing a distinctive uniform or distinctive nameplate visible from ten feet under prevailing conditions.

If this application is approved, it should be with the understanding that it conforms to all the rules and regulations of Lincoln, Lancaster County and the State of Nebraska.



THOMAS K. CASADY, Chief of Police

Liquor License Investigation

Business (DBA) JAMES GLENN - The office

Manager Owner Other _____

Name: JAMES GLENN

US Citizen? Yes No

Has applicant ever been cited for liquor law violations? No Yes
Explain _____

Does applicant have an interest in another liquor license? No Yes
Explain _____

Is spouse qualified to hold a license? Yes No N/A

How is applicant if not an owner to be paid? Salary Hourly
How many hours will applicant be at the establishment? 20-30 hrs PRIOR TO OPENING / 40+ AFTER OPENING

Any other employment? No Yes, explain Jimmy Aces

Any previous experience with a liquor license? Yes No

Any criminal convictions? No Yes
Comments See ATTACHED

Is applicant a property owner in Lincoln? Yes No

Is applicant involved in any civil litigation? No Yes
Comments _____

Photo Records Check References

Comments _____

Interview Date 10 / 1 / 02



LINCOLN POLICE DEPARTMENT PUBLIC RECORD CRIMINAL HISTORY

This is a list of criminal arrests by the Lincoln Police Department for this person since 1980. Arrests by any other law enforcement agency are not included. Arrests when charges were not filed are not included. Minor traffic infractions are not included. Arrests when the subject was under the age of 16 or cases transferred to juvenile court are not included. Arrests with no final court disposition are not included, except those arrests within the past year for which dispositions are still pending.

If the phrase "***END OF LISTING***" does not appear at the bottom of this report, then this list is not complete.

FOR: JAMES THOMAS GLENN , Male, DOB: 07-16-1980
Date of listing: 09-30-2002

CODES FOR CRIMINAL HISTORY (M)=Misdemeanor (F)=Felony (O)=Other

Arrested 01-30-2002	for (M)HAVE OPEN ALCOHOL CONTAINER	Case A2-010785
Disposed 04-18-2002	as (M)HAVE OPEN ALCOHOL CONTAINER	Cit# LA799407
FOUND GUILTY Fined \$50.00		
Arrested 01-30-2002	for (M)CRIMINAL TRESPASS, 1ST DEG	Case A2-010785
Disposed	as STILL PENDING	Cit# LA799407
Arrested 01-30-2002	for ()	Case A2-010785
Disposed 04-18-2002	as (M)FAIL TO APPEAR IN COURT	Cit# LA799407
DISMISSED		
Arrested 01-21-2001	for (M)ASSAULT, 3RD DEGREE	Case A1-006714
Disposed 04-24-2001	as (M)ASSAULT, STRIKE OR CAUSE BODILY INJURY	Cit# LA745726
DISMISSED		
Arrested 01-07-2001	for (M)MINOR POSSESS ALCOHOLIC LIQUOR	Case A1-002056
Disposed 04-18-2001	as (M)MINOR POSSESS ALCOHOLIC LIQUOR	Cit# LA745849
DISMISSED		
Arrested 01-07-2001	for (M)MAKE FALSE STATEMENT TO POLICE OFFICER	Case A1-002056
Disposed 04-18-2001	as (M)MAKE FALSE STATEMENT TO POLICE OFFICER	Cit# LA745849
DISMISSED		
Arrested 01-07-2001	for (M)TRESPASS UPON PROPERTY OF ANOTHER	Case A1-002056

Disposed 04-18-2001	as (M)TRESPASS UPON PROPERTY OF ANOTHER	Cit# LA745849
FOUND GUILTY Fined \$250.00		
Arrested 01-07-2001	for ()	Case A1-002056
Disposed 04-18-2001	as (M)FAIL TO APPEAR IN COURT	Cit# LA745849
DISMISSED		
Arrested 07-12-2000	for (M)OPEN ALCOHOL CONTAINER IN MOTOR VEHICLE	Case A0-075400
Disposed 04-18-2002	as (M)OPEN ALCOHOL CONTAINER IN MOTOR VEHICLE	Cit# LA721939
FOUND GUILTY Fined \$50.00		
Arrested 07-12-2000	for ()	Case A0-075400
Disposed 04-18-2002	as (M)FAIL TO APPEAR - CITATION - MISDEMEANOR	Cit# LA721939
DISMISSED		
Arrested 02-25-2000	for (M)MINOR POSSESS ALCOHOLIC LIQUOR	Case
Disposed 03-16-2000	as (M)MINOR POSSESS ALCOHOLIC LIQUOR	Cit# LA705049
FOUND GUILTY Fined \$175.00		
Arrested 02-25-2000	for (M)DEPOSIT LITTER IN PUBLIC PLACE	Case
Disposed 01-08-2001	as (M)DEPOSIT LITTER IN PUBLIC PLACE	Cit# LA705049
FOUND GUILTY Fined \$50.00		
Arrested 02-25-2000	for ()	Case
Disposed 01-08-2001	as (M)FAIL TO APPEAR IN COURT	Cit# LA705049
FOUND GUILTY Fined \$25.00		

*** END OF LISTING ***

Liquor License Business Report / Completed by Inv Fosler Date: 10-1-02

DBA: The office

ADDRESS 1211 O' ST PHONE _____

TYPE OF INVESTIGATION:

PURCHASE _____ UPGRADE _____ EXPANSION _____ NEW
OWNER MANAGER OTHER _____

TYPE OF BUSINESS _____

CLASS: A B C D I J K CATERING OTHER _____

OWNERSHIP CORPORATION PARTNERSHIP INDIVIDUAL

PURCHASE PRICE _____ PROPERTY EQUIPMENT VALUE _____

AMOUNT FINANCED UNKNOWN SOURCE CORNHUSKER

COLLATERAL Building Equity COSIGNER(S) _____

LEASE AGREEMENT 1yr 2500 with options

EST INCOME %FOOD - %LIQUOR 100

COMMERCIAL INDUSTRIAL RESIDENTIAL

TRAFFIC HEAVY PARKING ON-STREET

READY FOR OPERATION: YES NO EST DATE MARCH 2003

FOOD SERVICE N/A # OF EMPLOYEES F/T 5 P/T 5-10

DOES LICENSE COMPLY WITH LEGAL DISTANCES: YES
NO- _____

EST SEATING UNK EST # DAILY CUSTOMERS UNK

HOURS OF OPERATION UNK

HUMAN RIGHTS COMMISSION CHECKED- YES NO N/A

STATE OF NEBRASKA

del date: 9/30/02
PH 10-14-02



Mike Johanns
Governor

September 25, 2002

Class I #57494

City Clerk of Lincoln
City/County Building
555 S 10 Street
Lincoln, NE 68508

NEBRASKA LIQUOR CONTROL COMMISSION
Forrest D. Chapman
Executive Director
301 Centennial Mall South, 5th Floor
P.O. Box 9504
Lincoln, Nebraska 68509-5044
Phone (402) 471-2571
Fax (402) 471-2811
TRS USER 800 833-7352

A2-113184
77

B.J.T. Inc
dba The Office, LLC
Class I

Dear Local Governing Body:

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

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

- 1) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose NOT to make a recommendation of approval or denial to our Commission.

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

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

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

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

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

Jackie B. Matulka
Licensing Division

Enclosures
Rhonda R. Flower
Commissioner

Bob Logsdon
Chairman

R.L. (Dick) Coyne
Commissioner

An Equal Opportunity/Affirmative Action Employer

Printed with soy ink on recycled paper

FORM 35-4001
REV. 12-99

I # 57494

Local - job 17

APPLICATION FOR LICENSE

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

http://www.nel.org/home/NLCC/
Phone (402) 471-2574
Fax (402) 471-2814

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NEBRASKA LIQUOR
CONTROL COMMISSION

INSTRUCTIONS: Include: 1. Applicable fees payable to Liquor Control Commission 2. Copy of birth certificate or naturalization papers proving U.S. citizenship for each individual and spouse named on application (not required of corporations or spouses) who file an affidavit of no interest with application. Commission form 4178 3. Corporation must include copy of articles of incorporation as filed with the Secretary of State office in the state of Nebraska 4. Commission checklist, form 4251 5. Fingerprint cards and processing fees (are required of individuals, all partners and spouses. Corporate applicant must file for CEO/Manager & stockholders/member holding over 25% stock/interest. 6. All applications must be typewritten or printed clearly 7. Submit in Triplicate

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND LIST OF FEES FOR EACH

Class of License (Check applicable class)	Registration Fee	License Fees	Corporate Surety Bond
A Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
F Beer, On Sale Only - Outside Corporate Limits	\$45.00	Collected at Local Level	exempt
B Beer, Off Sale Only - Indicate Inside or Outside Corporate Limits	\$45.00	Collected at Local Level	exempt
J Wine, Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
X I Spirits, Wine, Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
D Spirits, Wine, Beer, Off Sale Only - Inside Corporate Limits	\$45.00	\$150.00	exempt
DI Spirits, Wine, Beer, Off Sale only - within extraterritorial zoning jurisdiction	\$45.00	\$150.00	exempt
C Spirits, Wine, Beer On & Off Sale - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
M Bottle Club (Spirits, Wine, Beer, on Sale)	\$45.00	Collected at Local Level	exempt
II Nonprofit Corporation	\$45.00	Collected at Local Level	exempt
K Wine Only, Off Sale	\$45.00	Collected at Local Level	exempt
O Boat	\$45.00	\$ 50.00	exempt
V Manufacturer of Beer, Wine & Distilled Spirits	\$45.00	Varies \$100 to \$1,000	\$10,000 min
X Wholesale Liquor	\$45.00	\$700.00	\$ 5,000 min
W Wholesale Beer	\$45.00	\$250.00	\$ 5,000 min
Y Farm Winery	\$45.00	\$250.00	\$ 1,000 min
L Craft Brewery (Brew Pub)	\$45.00	\$250.00	\$ 1,000 min

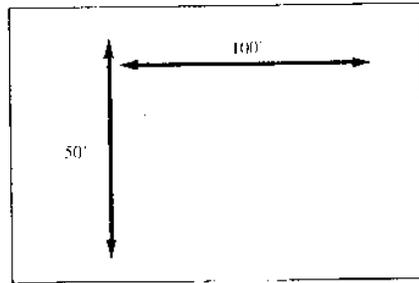
<p>TYPE OF APPLICATION</p> <p>Type of application being applied for (place appropriate number in box)</p> <p><input type="checkbox"/> 1 - Individual License requires Form 1 to be attached.</p> <p><input type="checkbox"/> 2 - Partnership License requires Form 2 to be attached.</p> <p><input checked="" type="checkbox"/> 3 - Corporate License requires Form 3 and 4 and Manager Application be attached.</p>	<p>CORPORATE SURETY BOND INFORMATION</p> <p>Bond Company - for Classes L, V, W & Y only</p> <p>Start Date Month/Day/Year</p> <p>Bond Number</p>
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SECTION A - LOCATION INFORMATION - Must be completed by all applicants

Trade Name (name of business) <i>The Office</i>	Telephone Number at premise to be licensed
1) Street Address of proposed licensed premise <i>1211 O St</i> LINCOLN, NE. <i>68508</i>	2) Mailing Address for receipt of Liquor Control Commission mailings SAME
City County Zip Code <i>LINCOLN LANCASTER 68502</i>	City County Zip Code SAME

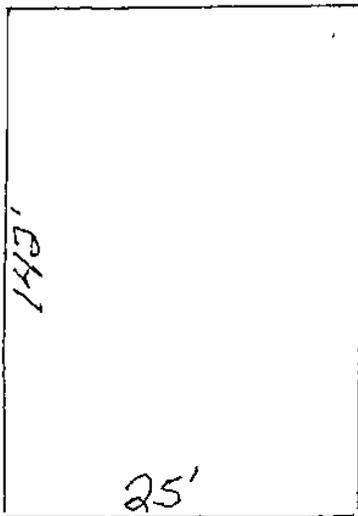
DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

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



Example: East portion approximately 50' x 100' of main floor of 3 story building plus basement approximately 30' x 50' at the East end.

○ Street



1ST Floor and BASEMENT

main floor of 3 story building approx 25 x 142, including basement area.

SECTION B		OTHER INFORMATION REQUIRED	
	Yes	No	Explanation/Comments
<p>1. READ CAREFULLY. Answer completely and accurately.</p> <p>Has anyone who is a party to this application, or their spouse, <u>ever</u> been convicted of or plead guilty to any criminal charge. Criminal charge means any charge alleging a felony or misdemeanor or violation of a federal or state law; or a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.</p>		X	

	Yes	No	Explanation/Comments
2. Are you buying the business and/or assets of a licensee? If yes, submit a copy of the sales agreement with a listing of assets being acquired including liquor inventory (name brand and container size required).		X	
3. Are you filing a temporary agency agreement, Commission form 4231, whereby current licensee allows you to operate on their license? If yes, attach copy.		X	
4. Are you borrowing any money from any source to establish and/or operate the business? If yes, list the lender.		X	
5. Will any person or entity other than licensee be entitled to a share of the profits of the establishment? If yes, explain.		X	
6. Will any of the furniture, fixtures and equipment to be used in this business be owned by others? If yes, list such items and the owner.		X	
7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business? If yes, explain?		X	
8. Are the premises to be licensed within 150 ft. of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, children, or within 300 ft. of a college or university campus? If yes, list the name of such institution and where it is located in relation to the premises. Per Sec. §53-177.		X	
9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the persons exact duties.		X	
10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business and the person(s) who will be authorized to write checks and/or make withdrawals on accounts at such institutions.			West Coast Bank
11. List all past and present liquor licenses held by any person named in this application. Include license holder name, location of license and license number. Also list reasons for termination of any licenses previously held.			NONE
12. List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations.			JULIANA BULLER
13. List the training and experience of the person listed in #12 above in connection with selling and/or serving alcohol products. weds training			None.
14. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership, if leased submit a copy of the lease covering the entire license year. (Documents must show title or lease held interest in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed).			Lease expires 11-1-03 WHEN LICENSE IS ISSUED.
14. When do you intend to open for business?			approx March 2003

Full Name: Robert Buller

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16. List the principal residence for the past 10 years for all persons required to sign application. If necessary, attach a separate sheet.

NAME	FROM (YEAR)	TO (YEAR)	NEBRASKA LIQUOR CONTROL COMMISSION RESIDENCE (STATE)
JULIANA Buller	1992	2002	4421 Ash Hollow Court Lincoln
Robert			

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

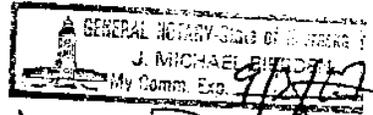
Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person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

Must be signed in the presence of a notary public. Must be signed by applicant and spouse; if a partnership, all partners and spouses must sign and corporation, all stockholders/members (holding more than 25% of the stock or interest), officers, directors and spouses must sign. Full names only, initials not acceptable.

sign here X Juliana Buller sign here _____
 sign here X Robert Buller sign here _____
 sign here _____ sign here _____
 sign here _____ sign here _____

Subscribed in my presence and sworn to before me this 3rd day of March 2002

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

(SEAL)  My Comm. Exp. 9/27/03
 sign here J. Michael Biedt
 Notary Public Signature

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NEBRASKA LIQUOR CONTROL COMMISSION

Application for Corporate Manager

Must Be A Nebraska Resident

Please submit in Triplicate

Return to: Nebraska Liquor Control Commission, PO Box 95046
301 Centennial Mall So., Lincoln NE 68509

Phone: (402) 471-2571 Fax: (402) 471-2814 Web address: <http://www.nol.org/home/NLCC/>

LIQUOR LICENSE INFORMATION					
NAME OF LICENSEE CORPORATION BJT LLC			CLASS & LICENSE NUMBER I		
TRADE NAME OF LICENSED PREMISE W. Hill					
STREET ADDRESS OF LICENSED PREMISE 1211 O St		CITY Lincoln	COUNTY LANC	ZIP CODE 68502	
On behalf of the corporation, I designate this individual as corporate manager. Signature of Corporate President/CEO: Julianna Buller					
APPLICANT INFORMATION (MUST BE 21 OR OVER)					
NAME (LAST, FIRST, MIDDLE, MAIDEN) Glenn, James T		SEX M	SOCIAL SECURITY NUMBER 506-06-4990	DATE OF BIRTH 7-16-80	PLACE OF BIRTH Lincoln, NE
HOME STREET ADDRESS 1300 S. 9th		CITY Lincoln	COUNTY Lancaster	STATE NE	ZIP CODE 68502
HOME TELEPHONE NUMBER (402) 477-4741		BUSINESS TELEPHONE NUMBER (402) 475-4669		DRIVERS LICENSE NUMBER & STATE H12404952 NE	
SPOUSE'S INFORMATION (IF NOT MARRIED INDICATE NONE)					
FULL NAME (LAST, FIRST, MIDDLE, MAIDEN) N/A		SOCIAL SECURITY NUMBER N/A		DRIVERS LICENSE NUMBER & STATE N/A	
DATE OF BIRTH:		PLACE OF BIRTH:			

1. READ CAREFULLY - Answer completely and accurately.

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

YES NO

MIP - 1999
Trespass - 2000

2. Has anyone or your spouse ever made application for any liquor license or manager for any liquor license? **IF YES**, for what premises give location, number and date.

YES NO

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NEBRASKA LIQUOR CONTROL COMMISSION

3. Have you or your spouse ever made a compromise settlement for violation of such laws?

YES NO

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

YES NO

5. Have you filed fingerprint cards and PROPER FEES (if check, made out to the NE State Patrol), with this application?

YES NO

LIST PRINCIPAL RESIDENCE FOR PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE

APPLICANT CITY & STATE	YEAR FROM	YEAR TO	SPOUSE CITY & STATE	YEAR FROM	YEAR TO
Lincoln, NE	80	Present			

EMPLOYERS - LIST LAST TWO EMPLOYERS

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
11/00	05/01	Pegler Sysco	Ken West	
6/99	11/00	Steaks 2 You	Ben Sangsom	467-2223

PERSONAL OATH AND CONSENT OF INVESTIGATION - MUST BE SIGNED BY APPLICANT & SPOUSE

STATE OF NEBRASKA)
COUNTY OF LANCASTER SS

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

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records, credit records, and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest in the application, an affidavit may be attached however, fingerprint cards are still required to be filed.

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

James D. [Signature]
Signature of Applicant

Signature of Spouse (if applicable)

Subscribed in my presence and sworn to before me this 30 day of January 2002

Subscribed in my presence and sworn to before me this _____ day of _____

Danielle K. Purdy
Notary Signature & Seal

Notary Signature & Seal



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Corporation Application for License - Form 3

INSTRUCTIONS:

- 1) Application and application for manager must be typewritten and submitted in triplicate
- 2) Fingerprint cards (2 cards per person) must be submitted for: a) each stockholder owning over 25% of the stock, b) chief executive officer, c) proposed manager and d) all spouses
- 3) Information regarding spouses must be completed

Name of Corporation That Will Hold License. Attach copy of Articles of Incorporation		Total Number of Shares (if corporation)	
JULIA BULLER LLC, A NEBRASKA LIMITED LIABILITY COMPANY			
Corporate Street Address (1)	Mailing address for receipt of Liquor Control Commission Mailings	Corporate Telephone Number	
1411 O St 68508	SAME	423-5182	
City	County	Zip Code	State
LINCOLN	LANCASTER	68516	NEBRASKA
Name of Registered Agent	Name of Proposed Manager		
JULIANA BULLER, MANAGING MEMBER	JAMES T COLEMAN		
IN THIS SECTION LIST THE NAME OF THE CHIEF EXECUTIVE OFFICER			
Name	Title	Date of Birth	Social Security Number
JULIANA BULLER, MANAGING MEMBER	MANAGING MEMBER	JULY 3, 1937	607-40-1667
Home Address (1)	State	Home Telephone Number	
2532 SW 17 th LINCOLN NE 68522	NEBRASKA	402-423-5182	
City	Zip Code	State	
LINCOLN	68516	NE	

NEBRASKA LIQUOR CONTROL COMMISSION
 FORM 60-1001
 REV. 02/01

Corporation/I.C. Application for License - Form 3

NAME OF STOCKHOLDERS, MEMBERS AND SPOUSES

Name of Officers, Directors, Members and Spouses. Give Last Name, First Name, Middle, Maiden, and any aliases	Social Security Number	Date of Birth	Title	Number of Shares/ %
NAME JULIANA BULLER	507-40-1667	7/3/37	MANAGING MEMBER	100%
Spouse Name ROBERT L. BULLER	505-42-4285 5/17/38			
NAME				
Spouse Name				
NAME				
Spouse Name				
NAME				
Spouse Name				
NAME				
Spouse Name				
NAME				
Spouse Name				

(If Necessary, Continue on Separate Sheet)

STATE OF

NEBRASKA
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NEBRASKA LIQUOR
CONTROL COMMISSION

United States of America, }
State of Nebraska } ss.



Department of State
Lincoln, Nebraska

I, John A. Gale, Secretary of State of Nebraska do hereby certify;

BJT, LLC

with its registered office located in LINCOLN, Nebraska, filed Articles of Organization in this office on September 10, 2002.

I further certify that said limited liability company is in existence as of this date.

In Testimony Whereof,

I have hereunto set my hand and affixed the Great Seal of the State of Nebraska on September 10, in the year of our Lord, two thousand two.

John A. Gale
SECRETARY OF STATE



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NEBRASKA LIQUOR
CONTROL COMMISSION

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated September 01, 2002, by and between Thomas Inbody ("Landlord"), and BJT LLC ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant first floor and basement (the "Premises") located at 1211 O st, Lincoln, NE 68508.

TERM. The lease term will begin on ^{November} September 01, 2002 and will terminate on ^{November} September 01, 2003.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$2,500.00, payable in advance on the first day of each month, for a total lease payment of \$30,000.00. Lease payments shall be made to the Landlord at 916 so.39th st., Lincoln, NE 68510, which address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Beverage and or food service. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of 1 year per renewal term, unless either party gives written notice of termination no later than 30 days

prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or

workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Thomas Inbody
916 so.39th st.
Lincoln, NE 68510

TENANT:

BJT LLC
2532 SW 12th
Lincoln, NE 68522

RECEIVED

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Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Nebraska.

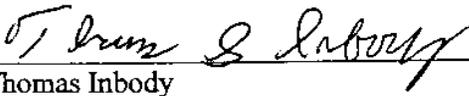
ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

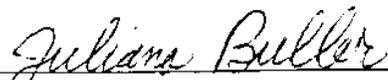
BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:


Thomas Inbody

Date: September 05, 2002

TENANT:


BJT LLC

Date: September 05, 2002