



September 23, 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 Speakeasy Inc., d.b.a. J.R.'s Down Under, 3233 ½ South 13<sup>th</sup> Street requesting a class c liquor license. This location is currently known as J.R.'s Down Under which holds a class c liquor license.

Shareholder information is as follows:

Ronald Buskirk	1000 Shares
Gerald Kunath	1000 Shares

Ronald Buskirk has requested that he be approved as the manager of the liquor license.

Background information on the application is as follows:

Ronald Buskirk was born in Lincoln, Nebraska. He attended Lincoln High School graduating in 1981. Mr. Buskirk served in the United States Army 1982 – 1990 and did receive an honorable discharge.



Police Department  
575 South 10th Street / Lincoln, Nebraska 68508 / Phone: 402-441-7204 / Fax: 402-441-8492 / Website: [www.ci.lincoln.ne.us](http://www.ci.lincoln.ne.us)

A nationally accredited law enforcement agency



Ronald Buskirk employment history is as follows:

J.R.'s Down Under, Manager, Lincoln, NE.

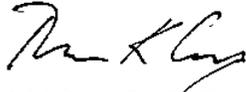
Square D, Supervisor, Lincoln, NE.

Northrup Designs, Manager, Lincoln, NE.

Brady Basements, Laborer, Lincoln, NE.

T&M Construction, Laborer, Lincoln, NE.

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.

A handwritten signature in black ink, appearing to read "Tom Casady". The signature is fluid and cursive, with the first name "Tom" and last name "Casady" clearly distinguishable.

THOMAS K. CASADY, Chief of Police

# STATE OF NEBRASKA

110044  
111

10-7-02



## NEBRASKA LIQUOR CONTROL COMMISSION

**Forrest D. Chapman**

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2574

TRS USER 800 833-7352 • TTY:

web address: <http://www.nlc.org/home.NLC>

**Mike Johanns**  
Governor

September 19, 2002

Office of the City Clerk  
555 So 10<sup>th</sup> Street - Suite 103  
Lincoln, NE 68508

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

A handwritten signature in cursive script that reads "Mary Messman".

Mary Messman  
Licensing Division

Enclosures

**Rhonda R. Flower**  
Commissioner

**Bob Logsdon**  
Chairman

**R.L. (Dick) Coyne**  
Commissioner

An Equal Opportunity/Affirmative Action Employer

*City*

*#56334*

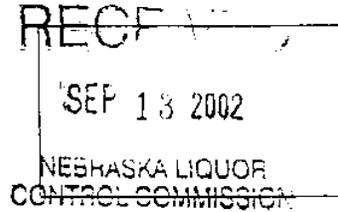
*Amended*

*Documents*

**AMENDED**

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

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



**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 spouse(s) who file an affidavit of no interest with application, Commission form 4178. 3. Corporations must include copy of articles of incorporation as filed with the Secretary of States 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 applicants must file for CEO/Manager & stockholders holding over 25% stock. 6. All applications must be typewritten or printed clearly. 7. Submit in Triplicate. 8. Required areas marked by a red asterisk (\*).

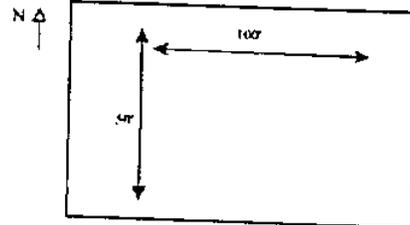
**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND LIST OF FEES FOR EACH**

Class of License (Check applicable class) *	Registration Fee	License Fees	Corporate Surety Bond
<input type="checkbox"/> A Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> F Beer, On Sale Only - Outside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> B Beer, Off Sale Only - Inside/Outside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> J Wine, Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> I Spirits, Wine, Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> D Spirits, Wine, Beer, Off Sale Only - Inside Corporate Limits	\$45.00	\$150.00	exempt
<input type="checkbox"/> D1 Spirits, Wine, Beer, Off Sale Only - within extraterritorial zoning jurisdiction	\$45.00	\$150.00	exempt
<input checked="" type="checkbox"/> C Spirits, Wine, Beer On & Off Sale - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> M Bottle Club (Spirits, Wine, Beer, On Sale)	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> H Nonprofit Corporation	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> K Wine Only, Off Sale	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> O Boat	\$45.00	\$50.00	exempt
<input type="checkbox"/> V Manufacturer of Beer, Wine & Distilled Spirits	\$45.00	Varies \$100 to \$1,000	\$10,000 min.
<input type="checkbox"/> X Wholesale Liquor	\$45.00	\$500.00	\$ 5,000 min.
<input type="checkbox"/> W Wholesale Beer	\$45.00	\$250.00	\$ 5,000 min.
<input type="checkbox"/> Y Farm Winery	\$45.00	\$250.00	\$ 1,000 min.
<input type="checkbox"/> L Craft Brewery (Brew Pub)	\$45.00	\$250.00	\$ 1,000 min.

TYPE OF APPLICATION *	CORPORATE SURETY BOND INFORMATION
Type of application being applied for (check appropriate box)  1. <input type="checkbox"/> Individual License requires Form 1 to be attached. 2. <input type="checkbox"/> Partnership License requires Form 2 to be attached. 3. <input checked="" type="checkbox"/> Corporate License requires Forms 3 and Manager Application to be attached	Bond Company - for Classes L V W X Y only <hr/> Start Date Month/Day/Year      Bond Number <hr/>
SECTION A - LOCATION INFORMATION - Must be completed by all applicants	
Trade Name (name of business) <u>J.R.'s Down Under</u>	Telephone Number at premise to be licensed <u>423-6264</u>
1) Street Address of Proposed licensed premise <u>3233 1/2 S. 13th St.</u>	2) Mailing Address for receipt of Liquor Control Commission mailings <u>P.O. Box 22268</u>
City <u>Lincoln</u> County <u>Lancaster</u>  Zip Code <u>68502</u>	City <u>Lincoln</u> County <u>Lancaster</u>  Zip Code <u>68502</u>

**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.

See attached

SECTION B		OTHER INFORMATION REQUIRED	
	Yes	No	Explanation/Comments Note: Only what is visible on screen can be printed
<p>1. READ CAREFULLY. Answer completely and accurately.</p> <p>Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any criminal charge. Criminal charge 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. Include any DWIs or DUIs. 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>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	See attached
<p>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).</p>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Amended Sales Agreement, Liquor Inventory, and asset list attached
<p>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.</p>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	See attached
<p>4. Are you borrowing any money from any source to establish and/or operate the business? If yes, list the lender.</p>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	John R. Lang, Promissory Note per Amended Sales Agreement
<p>5. Will any person or entity other than licensee be entitled to a share of the profits of the establishment? If yes, explain.</p>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	

<p>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.</p>	<p>Yes <input checked="" type="checkbox"/></p>	<p>No <input type="checkbox"/></p>	<p>Ice Machine and Helium Tank are leased</p>
<p>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?</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/></p>	
<p>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.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/></p>	
<p>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.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/></p>	
<p>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.</p>	<p>U.S. Bank, Ronald L. Buskirk and Gerald A. Kunath</p>		
<p>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.</p>	<p>None</p>		
<p>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.</p>	<p>Ronald L. Buskirk - approximately 70 hours per week</p>		

<p>13. List the training and experience of the person listed in #12 above in connection with selling and/or serving alcohol products.</p>	<p>Current Manager for past 4 months, working at least 70 hours per week in the bar while completing an associate degree in business</p>
<p>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)</p>	<p>See attached lease</p>
<p>15. When do you intend to open for business?</p>	<p>Upon filing liquor license application with commission</p>

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)	RESIDENCE (CITY, STATE)
Ronald L. Buskirk	1990	2002	Lincoln, Nebraska
Gerald Kunath	1989	2002	Lincoln, Nebraska
Gretchen L. Goering	1991	2002	Lincoln, Nebraska

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) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information; Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation 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 provided in this application, is subject to withdrawal if the information furnished 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 (holding more than 25% of the stock), officers, directors and spouses must sign. Full names only, initials not acceptable.

Sign here Ronald L. Buskirk  
 Ronald L. Buskirk  
 Sign Here Gerald A. Kunath  
 Gerald A. Kunath  
 Sign Here Gretchen L. Goering  
 Gretchen L. Goering  
 Sign Here \_\_\_\_\_

Sign Here \_\_\_\_\_  
 Sign Here \_\_\_\_\_  
 Sign Here \_\_\_\_\_  
 Sign Here \_\_\_\_\_

Subscribed in my presence and sworn to before me this 12 day of September 2002

(SEAL)

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 alternative format.

Sign here Brenda D. Black  
 Notary Public Signature

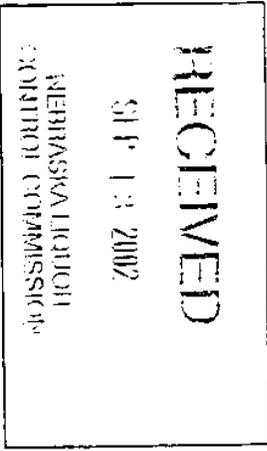
Verify & Print form

GENERAL NOTARY-State of Nebraska  
 BRENDA D. BLACK  
 My Comm. Exp. June 5, 2004

AMENDED

Corporation/LLC Application for License - Form 3

Nebraska Liquor Control Commission



- 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)	
Speakeasy, Inc.				1,000	
Corporate Street Address (1)		Mailing address for receipt of Liquor Control Commission Mailings		Corporate Telephone Number	
323 1/2 St.		P.O. Box 22268		4236264	
City	County	State	Zip Code		
Lincoln	Lancaster	NE	68502		
Name of Registered Agent		Name of Proposed Manager			
Ronald L. Buskirk		Ronald L. Buskirk			
<b>IN THIS SECTION LIST THE NAME OF THE CHIEF EXECUTIVE OFFICER</b>					
Name	Title	Date of Birth	Social Security Number		
Ronald L. Buskirk	President				
Home Address(1)		State			
2960 S. 11th St.		Nebraska			
City	State	Zip Code	Home Telephone Number		
Lincoln	NE	68502	423-1612		

## Corporation/LLC Application for License - Form 3

PRINCIPLE OFFICERS, DIRECTORS, 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 Buskirk, Ronald L.			President	1,000
Spouse Name				
NAME Kunath, Gerald A.			Secretary/Treasurer	1,000
Spouse Name Goering, Gretchen L.			n/a	0
NAME				
Spouse Name				
NAME				
Spouse Name				
NAME				
Spouse Name				

If Necessary, Continue on Separate Sheet



RECEIVED

SEP 13 2002

AMENDED ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 3 day of September, 2002, by and between John R. Lang (hereinafter referred to as "Seller") and Ronald L. Buskirk, and Gerald A. Kunath (hereinafter referred to as "Buyer").

WHEREAS, Seller is the owner of Two Thousand (2,000) shares of Speakeasy, Inc., a Nebraska corporation, which operates a restaurant and liquor establishment, commonly known as "JR's Down Under" (hereinafter "business") located at 3233½ South 13<sup>th</sup> Street, Lincoln, Nebraska (hereinafter "business premises"), and the owner of certain property employed in the conduct of said business; and

WHEREAS, Seller desires to sell the corporate stock of Speakeasy, Inc.; and

WHEREAS, Buyer is desirous of purchasing such stock; and

WHEREAS, the parties hereto are desirous of placing their covenants and agreement in writing.

WHEREAS, the parties wish to amend the Asset Purchase Agreement entered into on June 24, 2002 to remove Arnold L. Lang as a Buyer.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties hereto stipulate and agree as follows:

1. Sale: Buyer agrees to purchase and Seller agrees to sell the corporate stock which includes the business, the furniture, fixtures, and equipment itemized on Appendix "A", attached hereto and by reference made a part hereof, the good will, the business name of "JR's Down Under", a covenant not to compete, and inventory of said business (all hereinafter "assets"), all by good and sufficient Bill of Sale. The Nebraska Department of Labor Unemployment Insurance account shall be transferred to Buyer if requested.
2. Price/Payment: In consideration of the conveyance of the foregoing (exclusive of Inventory), Buyer agrees to pay to Seller the total sum of Sixty Thousand Dollars (\$60,000.00) payable as follows:
  - a. The sum of Five Thousand Dollars (\$5,000.00) in certified funds at the execution of this Agreement.
  - b. The sum of Twenty-five Thousand Dollars (\$25,000.00) at the preliminary closing.
  - c. The sum of Thirty Thousand Dollars (\$30,000.00) shall be payable as follows: Beginning one hundred and twenty (120) days after the preliminary closing Buyer shall pay One Thousand Dollars (\$1,000.00) per month, as set forth in the promissory note

and amortization schedule attached hereto, marked Appendix "F", and made a part hereof by reference. Seller shall retain a Security Interest in the stock until the obligation is fully paid. Seller shall not charge interest on the Promissory Note in exchange for Buyer to assume the payment of the attorney fees incurred with this transaction.

3. Inventory: The parties agree that the Inventory in hand at the date of the preliminary closing shall be included in the total purchase price.

4. Closing:

a. The term "Preliminary Closing" as used herein shall refer to the date when Buyer takes possession of the premises after submitting its application for a liquor license and prior to Closing. During such period, Buyer shall operate the business pursuant to a temporary agency agreement as set forth in Appendix "E" attached hereto. Buyer shall assume all the operating expenses incurred after taking possession.

b. The term "Closing" as used herein shall refer to any date mutually agreed upon by the parties hereto which is on or before ~~October 1, 2002~~ <sup>December 15, 2002</sup>; provided however, the Closing will be within 5 days of notice that Buyer's application for a Class "C" liquor license has received final approval.

1. At the Closing, the Seller shall deliver the following:

a. Bills of sale, assignments, deeds and other instruments of conveyance transferring good marketable title and possession to the Buyer for all of the Purchased Assets.

2. At the Closing, the Buyer shall deliver the following:

a. All executed Promissory Note and Security Agreement. Such promissory note shall provide for a late charge.

c. In the event the Buyer's liquor application is rejected or is not approved prior to October 1, 2002, the transaction contemplated in Paragraph 1 shall be null and void and of no force and effect and Buyer's Twenty-Five Thousand Dollars (\$25,000.00) shall be returned.

~~d. Seller shall receive and retain the net proceeds until final closing.~~

5. Liabilities Assumed: All liabilities are being assumed by Buyer herein, except as set forth in Paragraph Six (6).

6. Obligations of the business: The Seller hereby agrees that all payroll taxes, withholding, accounts payable and other liabilities incurred by Seller in connection with the

business operated by the Seller hereinbefore described, including liabilities for and in connection with work performed by the Seller, claims for which the Seller has admitted liability as of the date of the closing of this transaction shall be paid by the Seller, and the Seller shall indemnify and hold Buyer harmless against any and all such accounts payable and other liabilities, including claims, contingent or liquidated, causes of action, whether the same now exists or may hereinafter arise out of or in connection with the Seller's operation of the liquor and restaurant business including, but not limited to, claims for taxes, wages, personal injuries or property damages attributable to Seller's operation of the business hereinbefore described.

In the event a creditor of the corporation asserts an obligation incurred prior to the preliminary closing, the corporation shall give written notice to Seller, and Seller shall have the right to conduct any negotiations and/or defense of the claim. If Seller fails or refuses to pay the claim, or defend the claim, the corporation shall have the right to resolve the claim in any manner it deems prudent. Any amounts paid to defend or resolve the claim may be deducted by Buyer from the obligation to Seller. This paragraph shall specifically apply to the obligation to Shirlar, Inc.

7. Obligations of Seller: Seller warrants: All compensation owed to its past and present employees to the date of the Preliminary Closing, including salaries, benefits, vacation and sick leave, and all payroll taxes shall be paid by Seller. Buyer shall not be required to employ any of Seller's former employees. Seller shall process and appropriately distribute all forms, reporting taxable income paid by Seller, for and to its past and present employees in accordance with the appropriate state and federal requirements.

8. Representations and Warranties: Seller hereby represents and warrants to Buyer as follows:

a. Organization; Power; Good Standing: Seller is the sole stockholder of the Speakeasy, Inc. which is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nebraska and it has all requisite power and authority to own and operate and to carry out the business as now being conducted and to enter into this Agreement and perform its obligations hereunder.

b. Authority Relative to Agreement: This Agreement has been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of each of them, enforceable against them individually in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting enforcement of creditors' rights generally, or by equitable discretion in connection with the application of equitable remedies.

- c. Title to Assets: Seller has good and marketable title to the stock and the assets, free and clear of all security interests, mortgages, encumbrances, liens, charges, or adverse claims of any kind or character whatsoever, except as noted on Appendix "B".
- d. Condition of Assets: All of the tangible personal property included within the Assets are sold "as is".
- e. Taxes: Seller has paid and shall have paid when due all federal, state, and local taxes and customs duties of every kind and nature whatsoever, including without limitation, taxes upon or measured by income, sales and use taxes, franchise taxes, ad valorem taxes, payroll taxes, property taxes incurred or relating to the Assets and the business of the Seller for all periods ending on or before the Closing Date.
- f. Employees: Appendix "C" hereto sets forth a complete list of all current employees of Seller and their current compensation rate. Seller is not a party to nor are there any employees identified in Appendix "C" covered by any collective bargaining agreement. There are not any controversies between Seller and any of the employees identified in Appendix "C" which might reasonably be expected to materially adversely affect the conduct of the business acquired from Seller hereunder, or any unresolved labor union grievance, unfair labor practice, or labor arbitration proceedings pending, or threatened involving any of the employees identified in Appendix "C". Seller has not received any notice of any claim (relating to the employees identified in Appendix "C") that Seller has complied with any laws relating to the employment of labor, including any provisions thereof relating to wages, hours, collective bargaining, payroll, social security, or similar taxes, equal employment opportunity, employment discrimination and employment safety, or that Seller is liable for any arrears of wages or any taxes or penalties for failure to comply with any of the foregoing. There are no employee or consulting agreements, executive compensation plans, bonus plans, profit sharing plans, disability plans, deferred compensation agreements, employee pension or retirement plans, employee stock purchase or stock option plans, group life insurance, hospitalization insurance or other plans or arrangements providing for benefits to the employees identified in Appendix "C" which will be binding upon Buyer subsequent to the Closing Date, excepting only such plan or benefit as Buyer may elect to make available to said employees. At or prior to Closing, the Seller shall pay to the employees identified in Appendix "C", or any additional employees hired in the interim, all accrued compensation of any kind or character, including, without limitation, any compensation in the form of salary, bonus, or commission or on account of vacation, sick leave, or disability through the Closing Date regardless of whether said employees are entitled to the receipt thereof. Buyer shall not have any kind of liability or any obligation of any kind or character to any past or present employee of Seller (including any such employee on leave of absence or disability) subsequent to the Closing Date excepting, only, any liability incurred for employment of any such person by Buyer subsequent to the Closing Date.
- g. Litigation: There are no actions, suits, or proceedings involving claims by or against the Seller or the Assets pending or threatened against Seller or the Assets, law or in

equity, or before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality. To the knowledge of Seller, no basis for any such action, suit, or proceeding exists, and there are no orders, judgments, decrees, or injunctions of any court or governmental agency with respect to which Seller is a party or in which the Assets are involved which apply in whole or part, to business currently conducted by Seller, the effect of which may result in any materially adverse change in the business of Seller or the prospects thereof.

h. Leases and Contracts: All of the leases and contracts to which Seller is currently a party are set forth in Appendix "D".

9. Conditions: The parties hereto agree that this Agreement shall be wholly conditional upon the following, and in the event that said conditions shall not be met, this Agreement, at the option of the Buyer, shall become null and void and of no effect:

a. Buyer's obtaining of a Class "C" liquor license from the Nebraska Liquor Control Commission;

b. Buyer receiving from Indian Village Shopping Center, Inc. permission to assume the lease or other arrangements satisfactory to Buyer.

c. Consents to this transaction by Shilar Corporation, which holds a security interest in the assets.

10. Representations: Buyer represents that Buyer has had full opportunity to examine the business to be conveyed hereby, has neither referred nor relied upon any representation of Seller as to any aspect of said business or the assets to be conveyed hereby; and accepts the property to be conveyed "as is".

11. Non-compete Covenant: In consideration of the Buyer entering into this Agreement and obligating its self to the payments as provided herein and, the Seller does agree to not operate liquor license in any manner be associated with or, have an ownership in any business operation that holds a license from the Nebraska Liquor Control Commission.

a. The period of this covenant not to compete shall be for a period of five (5) years;

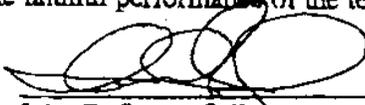
b. The area that Seller and the Buyer agree to be bound by this covenant not to compete shall include an area within the city limits of Lincoln, Nebraska.

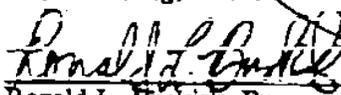
12. Buyer: It is the intent of the Buyer to title the shares of stock as follows: Ronald L. Buskirk, 1,000 shares; and Gerald A. Kunath, 1,000 shares. However, all Buyers shall sign the promissory note and be fully liable for all payments thereunder. The Asset Purchase Agreement dated June 24, 2002, shall be null and void.

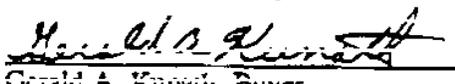
RECEIVED

SEP 13 2002

- 13. Assignment: The parties hereto stipulate that neither this Assignment nor the performance hereof shall be assigned by Buyer to any third-party except upon receipt of the prior written consent of Seller.
- 14. Time: The parties hereto stipulate that time shall be of the essence of this Agreement.
- 15. Integration: The parties hereto stipulate that this Agreement constitutes a total integration of all of the parties' covenants and agreements and terms hereof shall not be modified, except in writing, and upon agreement of the parties.
- 16. Choice of Law: The parties hereto stipulate that the laws of the State of Nebraska shall govern the construction and enforcement of the terms of this Agreement.
- 17. Binding Effect: The parties hereto respectively bind their heirs, officers, agents, successors, and personal representative to the faithful performance of the terms hereof.

  
 \_\_\_\_\_  
 John R. Lang, Seller

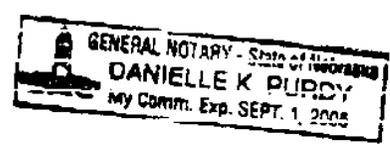
  
 \_\_\_\_\_  
 Ronald L. Huskirk, Buyer

  
 \_\_\_\_\_  
 Gerald A. Kumau, Buyer

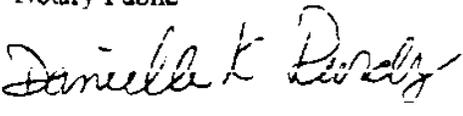
STATE OF FLORIDA        )  
                                   ) ss.  
 MARION COUNTY         )

Before me, a notary public duly qualified in and for said county, personally came <sup>John R.</sup> Lang, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal this <sup>9</sup> day of <sup>Sept</sup>, 2002.



  
 \_\_\_\_\_  
 Notary Public



RECEIVED

SEP 13 2002

STATE OF NEBRASKA )  
 ) ss.  
LANCASTER COUNTY )

NEBRASKA LIQUOR  
CONTROL COMMISSION

Before me, a notary public duly qualified in and for said county, personally came Ronald L. Buskirk, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal this 2 day of 8, 2002.

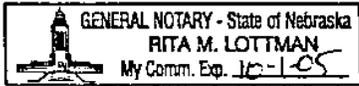


Rita M. Lottman  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
LANCASTER COUNTY )

Before me, a notary public duly qualified in and for said county, personally came Gerald A. Kunath, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal this 2 day of 8, 2002.



Rita M. Lottman  
Notary Public

Arnold L. Lang hereby consents to this amendment to the Asset Purchase Agreement dated June 24, 2002.

\_\_\_\_\_  
Witness

Arnold L. Lang  
Arnold L. Lang



NUMBER

2

STATE OF NEBRASKA



13,111.10  
SHARES

REGISTERED  
IN THE OFFICE OF THE  
SECRETARY OF STATE  
AT LINCOLN, NEBRASKA

SPEAKEASY, INC.  
Authorized Capital Stock \$10,000.00

**TO THE OWNERS**  
One Thousand (1,000)

Ronald L. Baskirk  
Shares of \$1.00 par value

is the owner of  
\_\_\_\_\_ out of the Capital Stock of

SPEAKEASY, INC.

*transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.*

**In Witness Whereof**, the said Corporation has caused this Certificate to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation this 3rd day of Sept 1923

*Ronald L. Baskirk*  
President

*Ronald A. Bennett*  
Secretary

Shares

\$1.00

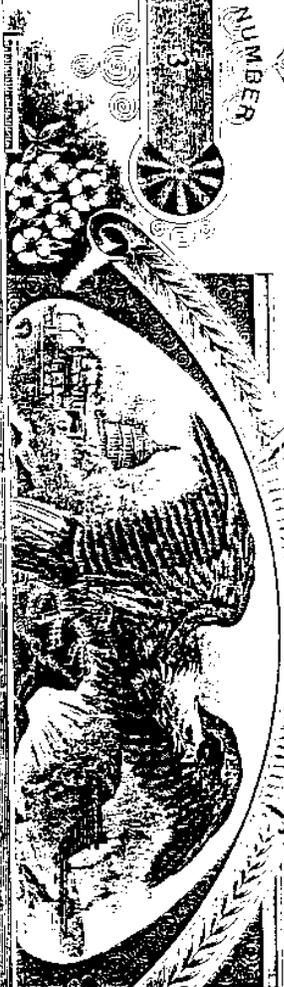
Each

STATE OF NEBRASKA

NUMBER



11001111  
SHARES



**SPEAKEASY, INC.**  
Authorized Capital Stock: \$10,000.00

**One Thousand (1,000)**

Gerald A. Kunath  
Secretary of the Capital Stock of

**SPEAKEASY, INC.**

*transferable only on the books of the Corporation by the holder hereof in person or by attorney upon surrender of this Certificate properly endorsed.*

**In Witness Whereof,**

*the said Corporation has caused this Certificate to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation this 3 day of Sept. A.D. 2002*

*Ronald F. Peltz*  
President

*Harold A. Kunath*  
Secretary

**Shares**

**Each**



# 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: RONALD L BUSKIRK , Male, DOB:  
Date of listing: 07-15-2002

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

Arrested 10-12-1995	for (M)CHILD NEGLECT (M)	Case 95-110569
Disposed 10-31-1995	as (M)CHILD NEGLECT (M)	Cit# LA428749
<b>DISMISSED</b>		

\*\*\* END OF LISTING \*\*\*



## 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: GERALD KUNATH , Male, DOB:  
Date of listing: 07-15-2002

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

<b>Arrested</b> 10-25-1992	for (M)3RD DEGREE ASSAULT	Case 92-106901
<b>Disposed</b> 11-12-1992	as (M)ASSAULT, STRIKE OR CAUSE BODILY INJURY	Cit# LA322270
<b>DISMISSED</b>		
<b>Arrested</b> 10-25-1992	for (M)ASSAULT, STRIKE OR CAUSE BODILY INJURY	Case 92-106906
<b>Disposed</b> 11-12-1992	as (M)ASSAULT, STRIKE OR CAUSE BODILY INJURY	Cit# LA322269
<b>FOUND GUILTY Fined \$200.00</b>		
<b>Arrested</b> 05-28-1990	for (M)INJURE PROPERTY BELONGING TO ANOTHER	Case 90-046389
<b>Disposed</b> 06-14-1990	as (M)INJURE PROPERTY BELONGING TO ANOTHER	Cit# LA178945
<b>FOUND GUILTY Fined \$100.00</b>		
\$118.76 RESTITUTION DUE		
<b>Arrested</b> 12-20-1989	for (M)FAIL TO APPEAR ON CITATION	Case
<b>Disposed</b> 01-22-1990	as (M)FAIL TO APPEAR ON CITATION	Cit# LA170050
<b>FOUND GUILTY Fined \$25.00</b>		
<b>Arrested</b> 11-20-1988	for (F)SEXUAL ASSAULT, 1ST DEGREE	Case 88-103989
<b>Disposed</b> 01-13-1989	as (F)FALSE IMPRISONMENT, 1ST DEGREE	Cit# **88007026
<b>Arrested</b> 10-09-1980	for (F)TERRORISTIC THREAT	Case 80-81401
<b>Disposed</b> 11-10-1980	as ( )	Cit# E603527