



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 Janeane M & Robert Glenn., d.b.a. Park Terrace Banquet Hall, 1501 Center Park Road #200 requesting a class I liquor license.

Janeane Glenn, owner has requested that she be approved as the manager of the liquor license.

Background information on the application is as follows:

Janeane Glenn was born in 1951. She attended Aquinas High School graduating in 1970. She has been employed by Cushman, in Lincoln, Nebraska since 1973.

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".

THOMAS K. CASADY, Chief of Police



Police Department
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



Liquor License Business Report / Completed by Inv Fosler Date: _____

DBA: PARK TERRACE BANQUET HALL

ADDRESS 1501 CENTER PARK #200 PHONE 420-2777

TYPE OF INVESTIGATION:

PURCHASE UPGRADE EXPANSION NEW
OWNER MANAGER OTHER _____

TYPE OF BUSINESS Banquet Hall

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

OWNERSHIP CORPORATION PARTNERSHIP INDIVIDUAL

PURCHASE PRICE _____ PROPERTY EQUIPMENT VALUE _____

AMOUNT FINANCED 90,000 SOURCE SBA

COLLATERAL Home & APTS COSIGNER(S) HUSBAND

LEASE AGREEMENT 1yr 2900⁰⁰

EST INCOME %FOOD 60 %LIQUOR 40

COMMERCIAL INDUSTRIAL RESIDENTIAL

TRAFFIC moderate PARKING off-street

READY FOR OPERATION: YES NO, EST DATE Nov 1

FOOD SERVICE CATER # OF EMPLOYEES FT 4 PT 20

DOES LICENSE COMPLY WITH LEGAL DISTANCES: YES
NO _____

EST SEATING 299 EST # DAILY CUSTOMERS 250-300

HOURS OF OPERATION Varies

HUMAN RIGHTS COMMISSION CHECKED: YES NO N/A

Liquor License Investigation

Business (DBA) PARK TERRACE BANQUET HALL

Manager Owner Other _____

Name: JANEANE 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? 50-60

Any other employment? No Yes, explain _____

Any previous experience with a liquor license? Yes No

Any criminal convictions? No Yes
Comments _____

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 9/24/02

STATE OF NEBRASKA

Set date: 9-16
PH: ~~9-30-02/5:30 PM~~
Oct 7 1:30 PM



Mike Johanns
Governor

September 6, 2002
Class I #57013
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 95046
Lincoln, Nebraska 68509-5046
Phone (402) 471-2571
Fax (402) 471-2514
TRS USER 800 533-7352 TTY:

A2-106863
162

Janeane M. Robert & Alan
dba Park Terrace Banquet Hall
1501 Center Park Rd # 200

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

FILED
CITY OF LINCOLN
NEBRASKA
02 SEP 9 PM 5 07

Enclosures
Rhonda R. Flower
Commissioner

Bob Logsdon
Chairman

R.L. (Dick) Coyne
Commissioner

An Equal Opportunity/Affirmative Action Employer

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

AUG 14 2002

NEBRASKA LIQUOR
 CONTROL COMMISSION

Local-jbm

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

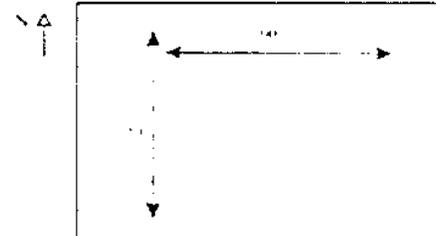
Class of License (Check applicable class) *	Registration Fee	License Fees	Corporate Surety Bond
<input type="checkbox"/> A Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> F Beer, On Sale Only - Outside Corporate Limits	\$45.00	Collected at 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 checked="" 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 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 checked="" type="radio"/> Individual License requires Form 1 to be attached. 2. <input type="radio"/> Partnership License requires Form 2 to be attached. 3. <input type="radio"/> Corporate License requires Forms 3 and Manager Application to be attached	Bond Company - for Classes L V W X Y only _____ Start Date Month/Day/Year Bond Number _____ _____

SECTION A -- LOCATION INFORMATION -- Must be completed by all applicants			
Trade Name (name of business) Park Terrace Banquet Hall		Telephone Number at premise to be licensed 402-420-2777	
1) Street Address of Proposed licensed premise 1501 Center Park Road #200		2) Mailing Address for receipt of Liquor Control Commission mailings 1501 Center Park Road #200	
City Lincoln	County Lancaster	City Lincoln	County Lancaster
Zip Code 68512		Zip Code 68512	

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 *		Explanation/Comments
		Yes	No	Note: Only what is visible on screen will be printed
<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 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="radio"/>	No <input type="radio"/>	<p>Robert F. Glenn DWI, Citation 9-29-1973 Judgement 4-19-1974 1 YR Prob.</p> <p>DWI, Citation 11-29-1977 Licence Revoked 6 months <i>10 days Jail</i></p>
<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 type="radio"/>	No <input checked="" type="radio"/>	
<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 type="radio"/>	No <input checked="" type="radio"/>	
<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="radio"/>	No <input type="radio"/>	<p>Union Nsnk & Trust Company</p>
<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="radio"/>	No <input checked="" type="radio"/>	

<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 type="radio"/></p>	<p>No <input checked="" type="radio"/></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="radio"/></p>	<p>No <input checked="" type="radio"/></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="radio"/></p>	<p>No <input checked="" type="radio"/></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="radio"/></p>	<p>No <input checked="" type="radio"/></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>Union Bank & Trust Janeane M. Glenn Robert F. Glenn</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>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>Janeane M. Glenn 50-60 hours Per week</p>		

13. List the training and experience of the person listed in #12 above in connection with selling and/or serving alcohol products.

6 years of Bartending

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
7-31-03

15. When do you intend to open for business?

ASAP
October 1, 2002

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)
Janeane M. Glenn	1973	2002	Lincoln, NE
Robert F. Glenn	1942	2002	Lincoln, NE

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 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 (holding more than 25% of the stock), officers, directors and spouses must sign. Full names only, initials not acceptable.

Sign here Jeanne A. Glenn

Sign Here Robert J. Glenn

Sign Here _____

Sign Here _____

Sign Here _____ RECEIVED

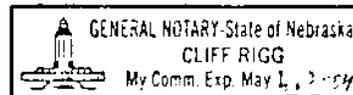
Sign Here _____ AUG 14 2002

Sign Here _____ NEBRASKA LIQUOR CONTROL COMMISSION

Sign Here _____

Subscribed in my presence and sworn to before me this 12th day of August, 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 [Signature]
Notary Public Signature

Verify & Print form

FORM 35-4010

REV 1.01

RECEIVED

NEBRASKA LIQUOR CONTROL COMMISSION

Partnership Application for License FORM 2

AUG 20 2002

INSTRUCTIONS:

NEBRASKA LIQUOR CONTROL COMMISSION

- 1) The Person listed as the primary partner will be the person with whom the Nebraska Liquor Control Commission will correspond.
- 2) At least one partner must meet residency requirements with the STATE of Nebraska.
- 3) Each Applicant and Spouse must attach two sets of fingerprint cards and proper fees.
- 4) All applications must be typewritten and submitted in triplicate.

Required areas marked by a red asterisk (*)

Primary Partner

Partner Name (Last, First, Middle, Maiden).

List any Previous Names or Aliases Used. *

Social Security Number

Date of Birth

Glenn, Janeane, Marie, Glenn

*

*

Applicant's Home Address (1)

Applicant's Home Address (2)

5535 South 20th Street

*

5535 South 20th Street

*

Percentage of Ownership

City

County

Zip Code

50

*

Lincoln

*

Lancaster

*

68512

*

Driver's License Number

State

Home Telephone Number

*

NE

*

402-423-1010

*

Check Type of Partnership *

Business Telephone Number

402-420-2777

*

Joint Venture	General Partnership	Limited partnership
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

Are You Married? * Yes No If Yes, You must complete the following:

Spouse's Name (Last, First, Middle, Maiden).

List Any Previous Names or Aliases Used

Spouse's Social Security Number

Spouse's Date of Birth

Glenn, Robert, Frederick

Spouse's Driver License number

State

*

NE

If Married. Spouses must complete the spaces provided.

Other Partners and Spouses

Name (last, first, middle, maiden) and any previous aliases or names. Home Address and Telephone

Driver's License No.

State

Social Security Number

Date of Birth

Partner Glenn, Robert, Frederick

*

NE

Spouse

Glenn, Janeane, Marie, Coufal		NE
Home Address	5535 South 20th Street	
Telephone Number	402-423-1010	
Partner Percentage of Ownership	50 %	Spouse Percentage of Ownership _____ %

	Driver's License No.	State	Social Security Number	Date of Birth
Partner	_____	_____	_____	_____
Spouse	_____	_____	_____	_____
Home Address	_____			
Telephone Number	_____			
Partner Percentage of Ownership	_____ %	Spouse Percentage of Ownership	_____ %	

	Driver's License No.	State	Social Security Number	Date of Birth
Partner	_____	_____	_____	_____
Spouse	_____	_____	_____	_____
Home Address	_____			
Telephone Number	_____			
Partner Percentage of Ownership	_____ %	Spouse Percentage of Ownership	_____ %	

Does your Partnership Consist of 1 or more Corporations? Yes No
 If Yes, complete form 3, corporate information.

RECEIVED

AUG 20 2002

Verify Form and Print

NEBRASKA LIQUOR CONTROL COMMISSION

FORM 35-4184
REV. 11-99



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: JANEANE M GLENN , Female, DOB:
Date of listing: 09-16-2002

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

Arrested 06-14-1997	for (M)ASSAULT, 3RD DEGREE	Case 97-063560
Disposed 06-26-1997	as (M)ASSAULT, STRIKE OR CAUSE BODILY INJURY	Cit# LA5445440
DISMISSED		

*** 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: ROBERT F GLENN , Male, DOB:
Date of listing: 09-16-2002

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

THE LINCOLN POLICE DEPARTMENT SHOWS NO ARRESTS WITH A FINAL DISPOSTION FOR THIS PERSON.

*** END OF LISTING ***

RECEIVED

AUG 14 2002

NEBRASKA LIQUOR
CONTROL COMMISSION

Lease Agreement

THIS AGREEMENT is entered into the 29th day of July 2002, between Dennis E. Flesner, Cheryl A. Suhr, & Richard H. Suhr ("Lessor") and Robert Glenn & Janeane Glenn ("Tenant"). Lessor is the fee simple title owner of land and improvements described on Paragraph 22 herein, located at 1501 Center Park Road, #200, Lincoln Nebraska. The portion of such property shown on the attached Exhibit "A", consisting of approximately 4,641 square feet and the parking lot adjacent thereto (the "Premises") is the subject of this Agreement. Lessor hereby agrees to lease the Premises to Tenant, and Tenant agrees to lease the Premises from Lessor, all on the terms and conditions set forth in this Agreement.

1. TERM. This Agreement shall commence on August 1, 2002 and shall terminate on the 31st day of July 2003.

2. OPTION TO RENEW. Tenant shall have the option to renew this Lease Agreement for an additional two year term.

Should the Tenant desire to exercise its option to renew, it shall give written notice of such election no later than July 1, 2003.

After the expiration of the above option to renew, Tenant shall have the option to renew this Lease Agreement for an additional three year term.

Should the Tenant desire to exercise its option to renew for three additional years, it shall give written notice of such election no later than July 1, 2005.

1. RENT. The monthly rental to be received by the Lessor for the Premises shall be as follows:

\$0 for the month of August 2002

\$2900.63 per month for each of the months of September 2002, October 2002, November 2002, December 2002, January 2003, February 2003, & March 2003.

\$3000.63 for the month of April 2003

\$3100.63 for the month of May 2003

\$3200.63 for the month of June 2003

\$3300.63 for the month of July 2003

\$3400.63 for the month of August 2003

\$3480.75 for the month of September 2003

\$3480.75 for the remaining term of the lease

2. SECURITY DEPOSIT. Tenant shall pay a security deposit in the sum of \$2000.00 upon taking possession of the Premises, which shall secure the performance of Tenant's obligations hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the Security Deposit in payment for the last month's rent, unless by agreement of both parties.

RECEIVED from Robert Glenn & Janeane Glenn, the sum of \$2000.00 as evidenced by check, as a deposit which, upon acceptance of this lease, shall belong to the Lessor.

3. IMPROVEMENTS. If Tenant makes any changes other than repairs, to

the Premises during the term of this Agreement, including the addition of partition walls, rest rooms, or any structural change to the Premises, Tenant shall first obtain the written permission of Lessor to the changes. In connection with any proposed changes, Tenant shall provide Lessor with copies of any drawings, blue prints, and specifications. Lessor shall not unreasonably withhold consent to changes proposed by Tenant. All improvements shall be constructed in a manner not to damage the structural integrity of the existing building, and the cost of repairing any damage to the structural integrity of the existing building shall be borne by the Tenant. Any improvements made on the Premises during the term of this Agreement shall become the property of the Lessor following the termination of this Agreement. Any improvements constructed shall be built in a good workmanlike manner and in conformity with any applicable building codes and regulations. Any permits required for the construction of any improvements after the commencement date shall be obtained by Tenant, at Tenant's sole cost. Lessor shall cooperate with Tenant in obtaining any permits required for the construction of approved improvements on the Premises. Tenant shall promptly pay for all future improvements installed on the Premises, and shall permit no lien or other encumbrance to be filed against the property in which the Premises are located.

6. REPAIRS & MAINTENANCE. Lessor will maintain, repair and restore the parking lot, any common areas of the project, roof and structure of the building, and any utility service serving the building as needed. Tenant shall be responsible for payment of tenant's share of snow removal. Major repairs and replacement of the HVAC units shall be Lessor's sole expense. Minor repairs and preventative maintenance of the HVAC units shall be at Tenant's

sole expense. Tenant shall be solely responsible for any and all other repairs to the Premises during the term of this Agreement, and will maintain the Premises, including the plate glass, in good repair and in a clean, neat and attractive condition. Tenant shall provide preventive maintenance at Tenant's expense on the following schedule: Pest management (monthly), sewer line roter (annually), grease trap cleaning (quarterly), HVAC system service (quarterly), smoke eaters (if any) (quarterly), exhaust hood and fan cleaning (biannually).

7. USE OF THE PREMISES AND QUIET ENJOYMENT. Tenant shall use the Premises for the operation of a Banquet hall and shall not use the Premises for any other purpose, except upon the written consent of the Lessor, which consent may not be unreasonably withheld. Upon paying the monthly rent, Tenant shall peacefully and quietly have, hold and enjoy the Premises for the term of the Agreement.

8. DEFAULT BY TENANT. If the Tenant defaults in the payment of rentals, utilities or any other charge due under the Agreement for more than ten days, Lessor may declare this Agreement immediately terminated, and may elect to relet the Premises. If the Tenant violates any other terms of this Agreement, and the violation remains uncured after thirty days' written notice, Lessor may declare this Agreement immediately terminated, and may elect to relet the Premises. In either case, Tenant shall be liable to Lessor for all damages suffered by Lessor, including, but not limited to, rental charges for the Premises while the Premises are unoccupied and rental charges in excess of rent collected by Lessor while the Premises are re-leased, together

the Premises during the term of this Agreement, including the addition of partition walls, rest rooms, or any structural change to the Premises, Tenant shall first obtain the written permission of Lessor to the changes. In connection with any proposed changes, Tenant shall provide Lessor with copies of any drawings, blue prints, and specifications. Lessor shall not unreasonably withhold consent to changes proposed by Tenant. All improvements shall be constructed in a manner not to damage the structural integrity of the existing building, and the cost of repairing any damage to the structural integrity of the existing building shall be borne by the Tenant. Any improvements made on the Premises during the term of this Agreement shall become the property of the Lessor following the termination of this Agreement. Any improvements constructed shall be built in a good workmanlike manner and in conformity with any applicable building codes and regulations. Any permits required for the construction of any improvements after the commencement date shall be obtained by Tenant, at Tenant's sole cost. Lessor shall cooperate with Tenant in obtaining any permits required for the construction of approved improvements on the Premises. Tenant shall promptly pay for all future improvements installed on the Premises, and shall permit no lien or other encumbrance to be filed against the property in which the Premises are located.

6. REPAIRS & MAINTENANCE. Lessor will maintain, repair and restore the parking lot, any common areas of the project, roof and structure of the building, and any utility service serving the building as needed. Tenant shall be responsible for payment of tenant's share of snow removal. Major repairs and replacement of the HVAC units shall be Lessor's sole expense. Minor repairs and preventative maintenance of the HVAC units shall be at Tenant's

with interest thereon at the rate of sixteen percent per annum or the highest legal rate, whichever is less.

9. UTILITIES. Tenant shall pay for all utilities used in connection with the Premises.
10. TAXES. Tenant shall pay all real estate, personal property and other taxes attributable to the Premises or Tenant's use thereof before the same become delinquent; provided that taxes for 2002 and for the year during which this Agreement expires shall be prorated to the date of commencement and expiration of the term hereof. Tenant shall pay 1/12 of the annual proportional share of the real estate taxes monthly, to Lessor in addition to the monthly rent as called for in the subject lease. Tenant shall pay all installments of special assessments due and owing during the term hereof; provided that special assessments owing for 2002 and for the year during which this Agreement expires shall be prorated to the dates of commencement and expiration of the term hereof.
11. RIGHT OF INSPECTION. Lessor shall have the right to enter the Premises at reasonable times and on reasonable notice for the purposes of making reasonable inspections. Lessor shall have the right to enter the Premises for the purpose of showing or displaying the Premises to prospective tenants or purchasers, provided that Lessor gives reasonable notice to Tenant.
12. NOTICES. Any notice required under the terms of this Agreement shall be deemed given if personally delivered to the Tenant, or mailed to the Tenant at 1501 Center Park Road, #200, Lincoln, Nebraska 68516. Any notice

required to be given to Lessor by the Tenant shall be deemed sufficient if delivered to Lessor personally or mailed to Lessor at c/o Dennis Flesner, 5854 Otoe Street Lincoln, Nebraska 68506. Either party may change the address to which notices shall be sent by giving notice of the address change in writing to the other party. All notices are effective when mailed.

13. ASSIGNMENT & SUBLETTING. The Tenant will not assign this Agreement nor sublet the Premises or any part thereof without Lessor's prior written consent, which consent shall not be unreasonably withheld. Should Lessor consent to any such assignment or subletting by Tenant, the same shall not affect Tenant's liability hereunder, and Tenant shall nevertheless, and notwithstanding any such assignment or subletting, remain fully liable for performance of Tenant's covenants herein contained and all other terms and conditions of this Agreement, including the obligation to pay rent hereunder. In the event Lessor's consent is given to any such assignment or subletting, such consent to any particular assignment or subletting shall not constitute Lessor's consent as to any subsequent assignment or subletting.

14. FIRE & CASUALTY REPLACEMENT. In the event the Premises are wholly or partially destroyed by fire or other casualty covered by the usual form of fire and extended coverage insurance, thereby rendering them untenable, Tenant shall rebuild, repair or restore the Premises to substantially the same condition as when the same were furnished to Tenant and this Agreement shall remain in effect during such period. In the event of total destruction, rent shall abate during the period of reconstruction, and in the event of partial destruction, rent shall abate pro rata during the period of reconstruction.

15. INSURANCE. The Tenant understands and agrees that it shall be the Tenant's own obligation to insure any personal property located in the Premises, and the Tenant further understands that Lessor will not reimburse the Tenant for any damages to or loss of the Tenant's property. In addition, Tenant shall, during the entire term of this Agreement, keep in full force and effect a policy of public liability and property damage insurance covering the Premises and the business operated by Tenant, in which the limits of public liability shall not be less than \$300,000 per person and \$1,000,000 per accident and in which the property damage liability shall not be less than \$250,000. Tenant shall procure and maintain fire and extended coverage property insurance for the Premises sufficient to replace or repair the Premises in the event of fire or other casualty specified in the policy. The policy or policies shall name Lessor as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor ten days' prior written notice. The insurance shall be maintained with one or more reputable insurance companies, and a copy of the policy or policies or a certificate or certificates of insurance shall be delivered to Lessor upon request.

16. ZONING. Lessor acknowledges that it is fully familiar with the use which Tenant intends to make the Premises as set forth in paragraph 7; and Lessor represents to Tenant that such use is in full compliance with all zoning laws, ordinances, rules and regulations promulgated by the federal, state, county and city, or other political subdivision or authority. In the event, after the execution of this Agreement, either prior to or during the term thereof, any question shall arise as to violation of any zoning law, ordinance, rule or

to LESSOR

and hold harmless LESSOR from and against all claims, damages, losses and liabilities arising in connection with the use, disposal or transport of any Hazardous Materials on, under, from or about the Premises during the term of this Agreement. Lessor hereby agrees to indemnify and hold harmless

Tenant, and any successors to Tenant's interest, from and against any and all claims, damages, losses and liabilities arising in connection with the use, disposal or transport of any Hazardous Materials on, under, from or about the Premises before or after the term of this Agreement. THE FOREGOING WARRANTIES AND REPRESENTATIONS, AND TENANT'S AND LESSOR'S OBLIGATIONS PURSUANT TO THE FOREGOING INDEMNITIES, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

the Premises in compliance with all applicable laws, ordinances and regulations relating to industrial hygiene or environmental protection (collectively referred to herein as "Environmental Laws"). Tenant shall not cause any spill or release of any substance deemed to be hazardous or toxic under any Environmental Laws (collectively referred to herein as "Hazardous Materials"). Lessor represents and warrants that it has at all times kept its property and operations in compliance with all Environmental Laws, and that there has not been any spill, release or discovery of any Hazardous Materials on, onto or from the Premises during Lessor's ownership or occupancy of the Premises, to the best of Lessor's knowledge, prior to Lessor's ownership or occupancy of the Premises. Tenant hereby agrees to indemnify and hold harmless Lessor, and any successors to Lessor's interest, from and against any and all claims, damages, losses and liabilities arising in connection with the use, disposal or transport of any Hazardous Materials on, under, from or about the Premises during the term of this Agreement. Lessor hereby agrees to indemnify and hold harmless Tenant, and any successors to Tenant's interest, from and against any and all claims, damages, losses and liabilities arising in connection with the use, disposal or transport of any Hazardous Materials on, under, from or about the Premises before or after the term of this Agreement. THE FOREGOING WARRANTIES AND REPRESENTATIONS, AND TENANT'S AND LESSOR'S OBLIGATIONS PURSUANT TO THE FOREGOING INDEMNITIES, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

RECEIVED

AUG 14 2002

21. DESCRIPTION OF REAL ESTATE.

Lot 2, Cameron Addition, Lincoln, Lancaster County, Nebraska. NEBRASKA LIQUOR CONTROL COMMISSION

Dennis E. Flesner 7-31-02
Lessor Date

Cheryl Suhr (Richard W. Suhr) 7-31-02
Lessor Date

Carroll Glenn 7/31/02
Lessee Date

Robert F. G. 7/31/02
Lessee Date

this lease is subject to tenant being able to obtain a liquor license and business loan.

Don Carl Reed, Jr. & Co.

made of the original certificate on file in this office in accordance with the law of Iowa requiring filing of Vital Records.

RECEIVED

JUL 29 70

M.D., M.P.H.

Date

STATE REGISTRAR

AUG 14 2002

DIRECTOR, RECORDS AND STATISTICS DIVISION

NEBRASKA LIQUOR CONTROL COMMISSION

DEPARTMENT OF COMMERCE BUREAU OF THE CENSUS

IOWA STATE DEPARTMENT OF HEALTH DIVISION OF VITAL STATISTICS CERTIFICATE OF BIRTH

STATE OFFICE NUMBER

17094-208

PLACE OF BIRTH

2. USUAL RESIDENCE OF MOTHER

(a) County: Cerro Gordo (b) Township: Mason City (c) City or town: Mason City (d) Name of hospital or institution: St. Joseph Mercy Hospital (e) Mother's stay before delivery: 11 days

(a) State: Iowa (b) County: Cerro Gordo (c) City or town: Mason City (d) Street address: 321 - 7th Hampshire

Full name of child: Robert Frederick Glenn Sec: m (a) Twin or triplet: No (b) If not born 1st: 2nd or 3rd: of pregnancy: 9 (c) Number of mos. of pregnancy: 9 (d) Is mother married: Yes (e) Date of birth: 11-10-40 (f) Hour of birth: 10:40 AM

FATHER OF CHILD Full Name: Presley Patterson Glenn Color or Race: white Birthplace: Beatrice Nebraska Usual occupation: Salesman Industry or business: Millwright Social Security No.:

MOTHER OF CHILD 15. Full Maiden Name: Dorothy Marie Cassidy 16. Color or Race: white 17. Age at time of this birth: 22 18. Birthplace: Lincoln Nebraska 19. Usual occupation: Housewife 20. Industry or business: own home 21. Social Security No.: Yes, unable to locate

Total OTHER children born to this mother (not including this one)?: 1 (a) How many OTHER children of this mother now living?: 1 (b) How many OTHER children of this mother were born alive but are now dead?: 0 (c) How many children were born dead?: 0

22. Mother's name and address for mailing registration notice: Mrs Presley Glenn 321 7th Hampshire Mason City, Iowa

I hereby certify to the birth of this child, who was born alive on the date stated above. The information given above was furnished by Mrs Presley Glenn, related to this child as mother.

Date received by local registrar: March 12, 1942 Registrar's own signature: Margaret Riley File No.: 157 Given name added: 1942 By:

Actual Signature: Draper Long Date Signed: 3-7-42 Address: Mason City



Brian J Will

09/05/2002 10:41
AM

To: Joan E Ross/Notes@Notes
cc:
Subject: 1501 Center Park Road

Joan,

You will probably be seeing a liquor license application from the State for 1501 Center Park Road . Suite 200 for Jeneane Glen. We've issued licenses here in the past and it is considered nonconforming, so the applicant will not need a special permit.

Brian Will
Lincoln/Lancaster County Planning Department
555 South 10th Street
Lincoln, NE 68508
(402) 441-6362