



October 31, 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 American Business Initiatives Inc., d.b.a. Eurasia Russian Store, 809 'P' Street requesting a class D liquor license.

Kasym Islamov, owner has stated that alcohol sales will be approximately 5% of his business at the store which sells souvenirs and gifts. Kasym Islamov has requested that he be approved as the manager of the liquor license.

Background information on the applicant is as follows:

Kasym Islamov was born in Khujand, Tajikistan. He attended Leniabod Institute graduating in 1979. Kasym Islamov moved to the United States in 1997 and has been self employed since.

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 "Thomas K. 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 Investigation

Business (DBA) EURASIA RUSSIAN STORE

Manager Owner Other _____

Name: KASYAN ISLAMOJ

US Citizen? Yes No Resident

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 N/A

How many hours will applicant be at the establishment? 40+

Any other employment? No Yes explain PT PAPER CARRIER

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 10/31/02

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

DBA: EURASIA RUSSIAN STORE

ADDRESS 809 P ST #200 PHONE 476-5420

TYPE OF INVESTIGATION:

PURCHASE UPGRADE EXPANSION NEW
OWNER MANAGER OTHER _____

TYPE OF BUSINESS STORE

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

OWNERSHIP CORPORATION PARTNERSHIP INDIVIDUAL

PURCHASE PRICE _____ PROPERTY EQUIPMENT VALUE _____

AMOUNT FINANCED NONE SOURCE _____

COLLATERAL _____ COSIGNER(S) _____

LEASE AGREEMENT 1yr 575 mo

EST INCOME %FOOD _____ %LIQUOR 5 Gifts

COMMERCIAL INDUSTRIAL RESIDENTIAL

TRAFFIC HEAVY PARKING ON-STREET

READY FOR OPERATION: YES NO, EST DATE _____

FOOD SERVICE NONE # OF EMPLOYEES FT 2 PT 0

DOES LICENSE COMPLY WITH LEGAL DISTANCES: YES
NO _____

EST SEATING N/A EST # DAILY CUSTOMERS 5-50

HOURS OF OPERATION 11am 8pm MON-SAT

HUMAN RIGHTS COMMISSION CHECKED- YES NO N/A

hubs
STATE OF NEBRASKA

1/20
P.H. Nov 18, 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) 471-2814
TRS USER 800 833-7352 (TTY)
web address: <http://www.nolcc.org/home/NLCC/>

A2-123379
21A

Mike Johanns
Governor

October 20, 2002

City Clerk
555 So 10th St.
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 WHOLESALEERS; 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

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

Printed with soy ink on recycled paper

FORM 35-4001
REV. 12 99

FILED
CITY CLERK'S OFFICE
CITY OF LINCOLN
NEBRASKA
OCT 22 PM 5 40

APPLICATION FOR LICENSE

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

City #57627 *mm*
<http://www.nol.org/home/NLCC/>
 Phone: (402) 471-2571
 Fax: (402) 471-2814

RECEIVED
 OCT 09 2002
 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 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/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
<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 - Indicate Inside or 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 checked="" type="checkbox"/> D Spirits, Wine, Beer, Off Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	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	\$150.00	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	Collected at Local Level	exempt
<input type="checkbox"/> V Manufacturer of Beer, Wine & Distilled Spirits	\$45.00	\$ 50.00	exempt
<input type="checkbox"/> X Wholesale Liquor	\$45.00	Varies \$100 to \$1,000	\$10,000 min.
<input type="checkbox"/> W Wholesale Beer	\$45.00	\$500.00	\$ 5,000 min.
<input type="checkbox"/> Y Farm Winery	\$45.00	\$250.00	\$ 5,000 min.
<input type="checkbox"/> L Craft Brewery (Brew Pub)	\$45.00	\$250.00	\$ 1,000 min.
	\$45.00	\$250.00	\$ 1,000 min.

TYPE OF APPLICATION

CORPORATE SURETY BOND INFORMATION

Type of application being applied for (place appropriate number in box)

1= Individual License requires Form 1 to be attached.
 2= Partnership License requires Form 2 to be attached.
 3= Corporate License requires Form 3 and 4 and Manager Application be attached.

Bond Company - for Classes L V W X Y only

Start Date Month/Day/Year

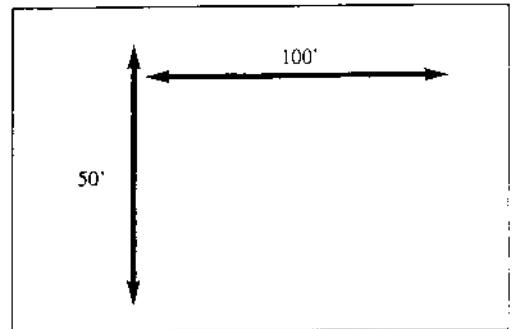
Bond Number

SECTION A - LOCATION INFORMATION - Must be completed by all applicants

Trade Name (name of business) American Business Initiatives, Inc. dba Eurasia Russian Store	Telephone Number at premise to be licensed 402-476-5420
1) Street Address of Proposed licensed premise 809 P Street, Suite 102	2) Mailing Address for receipt of Liquor Control Commission mailings 809 P Street, Suite 102
City Lincoln	County Lancaster
Zip Code 68508	City Lincoln
	County Lancaster
	Zip Code 68508

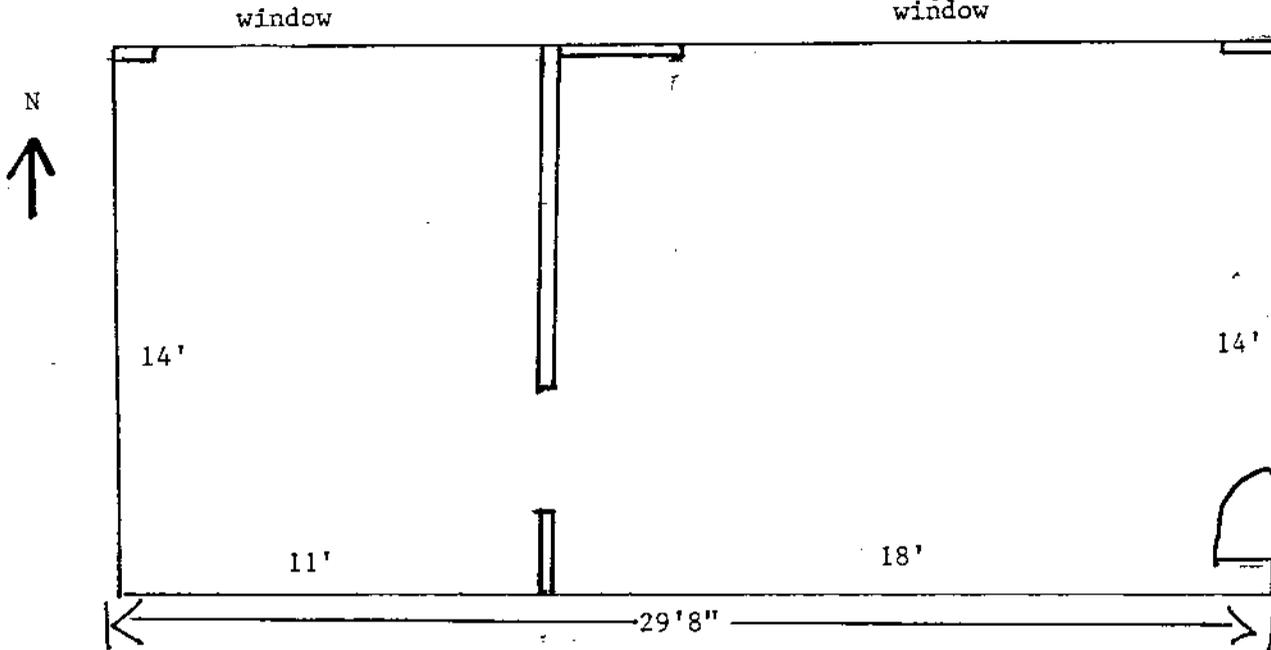
DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

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.



Proposed licensed premises are located in the J.D. Ridnour building at 809 P St., Lincoln, Nebraska. The building consists of 2 floors with the building's dimensions being approximately 100' x 100'. The licensed premises are on the north side of the building on the 1st floor, facing P Street.

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



SECTION B

OTHER INFORMATION REQUIRED

	Yes	No	Explanation/Comments
<p>I. 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	

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)
Kasym Islamov & Moukhaie Islamova	1997	Present	Lincoln, NE
Kasym Islamov & Moukhaie Islamova	1992	1997	Khujand, Tajikistan

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 spouses(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.

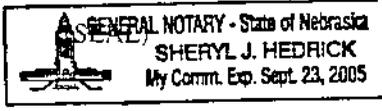
Must be signed in the presence of a notary public. Must be signed by applicant and spouse; if a partnership, all partners and spouses must sign and corporation, all stockholders/members (holding more than 25% of the stock or interest), officers, directors and spouses must sign. Full names only, initials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

sign here *Kasym Islamov*
 sign here _____
 sign here _____
 sign here _____

sign here *Moukhaie Islamova*
 sign here _____
 sign here _____
 sign here _____

Subscribed in my presence and sworn to before me this 8th day of October, 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.



sign here *Sheryl J. Hedrick*
 Notary Public Signature

	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.	Wells Fargo Bank Nebraska, N.A. Kasym Islamov Moukhaie Islamova		
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.	Kasym Islamov 40 Hours		
13. List the training and experience of the person listed in #12 above in connection with selling and/or serving alcohol products.	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 attached		
14. When do you intend to open for business?	November 1, 2002 or as soon as license is issued		

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)
Kasym Islamov & Moukhaie Islamova	1997	Present	Lincoln, NE
Kasym Islamov & Moukhaie Islamova	1992	1997	Khujand, Tajikistan

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.

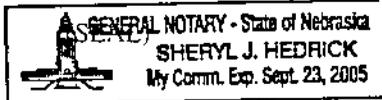
Must be signed in the presence of a notary public. Must be signed by applicant and spouse; if a partnership, all partners and spouses must sign and corporation, all stockholders/members (holding more than 25% of the stock or interest), officers, directors and spouses must sign. Full names only, initials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

sign here *K. Islamov*
 Kasym Islamov
 sign here _____
 sign here _____
 sign here _____

sign here *M. Islamova*
 Moukhaie Islamova
 sign here _____
 sign here _____
 sign here _____

Subscribed in my presence and sworn to before me this 8th day of October, 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.



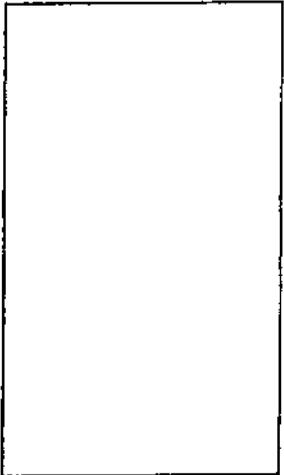
sign here *Sheryl J. Hedrick*
 Notary Public Signature

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: American Business Initiatives, Inc.		Total Number of Shares (if corporation) Authorized: 10,000 Issued: 700	
Corporate Street Address (1) 809 P Street, Suite 102		Mailing address for receipt of Liquor Control Commission Mailings 809 P Street, Suite 102	
City Lincoln	County Lancaster	State NE	Corporate Telephone Number 402-476-5420
Name of Registered Agent Brian K. Ridenour	Name of Proposed Manager Kasym Islamov		
IN THIS SECTION LIST THE NAME OF THE CHIEF EXECUTIVE OFFICER			
Name Kasym Islamov	Title President	Date of Birth May 16, 1958	Social Security Number
Home Address (1) 8240 Russwood Circle		State NE	
City Lincoln	State NE	Zip Code 68505	Home Telephone Number 402-484-7314

RECEIVED

DEC 10 9 2002

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 ISLAMOV, KASYM			President, Secretary/Treasurer	100%
Spouse Name ISLAMOVA, MUKHAIE MUZAFAROVNA				0%
NAME				
Spouse Name				
NAME				
Spouse Name				
NAME				
Spouse Name				
NAME				
Spouse Name				

(If Necessary, Continue on Separate Sheet)

Corporation/LLC Application for License - Form 3
Nebraska Liquor Control Commission

Is this Corporation/LLC controlled by another Corporation? YES NO

Name of Control Corporation

N/A

IF YES, LIST EACH STOCKHOLDER/MEMBER OWNING MORE THAN 25% stock/interest in that corporation/LLC. Any applicant who has a Corporation as a shareholder MUST file an organizational chart listing all shareholders and/or corporations owning more than 25% stock and listing of the percentage of stock owned

Please indicate below your corporate tax year with the IRS

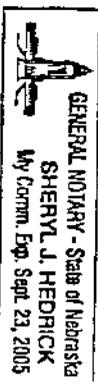
Starting Date: January 1 Ending Date: December 31

STATE OF Nebraska

Lancaster County

)
)
) ss.
)
)

Sheryl J. Hedrick
Signature & Seal



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

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OCT 09 2002

NEBRASKA LIQUOR
CONTROL COMMISSION

By

S. Mervick
PRESIDENT/MEMBER

S. Mervick
SECRETARY/MEMBER

Application for Corporate Manager

Must Be A Nebraska Resident

Please submit in Triplicate

RECEIVED

OCT 09 2002

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/>

NEBRASKA LIQUOR
CONTROL COMMISSION

LIQUOR LICENSE INFORMATION

NAME OF LICENSED CORPORATION American Business Initiatives, Inc.		CLASS & LICENSE NUMBER	
TRADE NAME OF LICENSED PREMISE Eurasia Russian Store			
STREET ADDRESS OF LICENSED PREMISE 809 P Street, Suite 102	CITY Lincoln	COUNTY Lancaster	ZIP CODE 68508

On behalf of the corporation, I designate this individual as corporate manager.

Signature of Corporate President/CEO:

APPLICANT INFORMATION (MUST BE 21 OR OVER)

NAME (LAST, FIRST, MIDDLE, MAIDEN) Islamov, Kasym	SEX F <input type="radio"/> M <input checked="" type="radio"/>	SOCIAL SECURITY NUMBER	DATE OF BIRTH	PLACE OF BIRTH Khujand, Tajikistan
HOME STREET ADDRESS 8240 Russwood Circle	CITY Lincoln	COUNTY Lancaster	STATE NE	ZIP CODE 68505
HOME TELEPHONE NUMBER (402) 484-7314	BUSINESS TELEPHONE NUMBER (402) 476-5420		DRIVERS LICENSE NUMBER & STATE	

SPOUSE'S INFORMATION (IF NOT MARRIED INDICATE NONE)

FULL NAME (LAST, FIRST, MIDDLE, MAIDEN) Islamova, Moukhaie Muzafarovna	SOCIAL SECURITY NUMBER	DRIVERS LICENSE NUMBER & STATE
DATE OF BIRTH:	PLACE OF BIRTH: Khujand, Tajikistan	

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 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. 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

2. Have you or your spouse ever made application for any liquor license or manager for any liquor license? **IF YES**, for what premise give license number and date.

YES NO

Application for Corporate Manager

Must Be A Nebraska Resident

Please submit in Triplicate

RECEIVED

OCT 09 2002

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/>

NEBRASKA LIQUOR
CONTROL COMMISSION

LIQUOR LICENSE INFORMATION

NAME OF LICENSED CORPORATION American Business Initiatives, Inc.		CLASS & LICENSE NUMBER	
TRADE NAME OF LICENSED PREMISE Eurasia Russian Store			
STREET ADDRESS OF LICENSED PREMISE 809 P Street, Suite 102	CITY Lincoln	COUNTY Lancaster	ZIP CODE 68508

On behalf of the corporation, I designate this individual as corporate manager.

Signature of Corporate President/CEO:

APPLICANT INFORMATION (MUST BE 21 OR OVER)

NAME (LAST, FIRST, MIDDLE, MAIDEN) Islamov, Kasym	SEX F <input checked="" type="radio"/> M	SOCIAL SECURITY NUMBER	DATE OF BIRTH	PLACE OF BIRTH Khujand, Tajikistan
HOME STREET ADDRESS 8240 Russwood Circle	CITY Lincoln	COUNTY Lancaster	STATE NE	ZIP CODE 68505
HOME TELEPHONE NUMBER (402) 484-7314	BUSINESS TELEPHONE NUMBER (402) 476-5420		DRIVERS LICENSE NUMBER & STATE	

SPOUSE'S INFORMATION (IF NOT MARRIED INDICATE NONE)

FULL NAME (LAST, FIRST, MIDDLE, MAIDEN) Islamova, Moukhaie Muzafarovna	SOCIAL SECURITY NUMBER	DRIVERS LICENSE NUMBER & STATE
DATE OF BIRTH:	PLACE OF BIRTH: Khujand, Tajikistan	

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 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. 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

2. Have you or your spouse ever made application for any liquor license or manager for any liquor license? **IF YES**, for what premise give license number and date.

YES NO

LEASE ADDENDUM #2

This Lease Addendum continues the original Lease Agreement, and any previous Lease Addendum(s)/Extension(s), between CH, Ltd., a Nebraska Corporation, hereinafter referred to as the "Landlord", and the "Tenant" listed below, subject to modifications as provided. All other provisions of the original Lease Agreement and any previous Lease Addendum(s)/Extension(s) shall be in effect.

Tenant: American Business Initiatives, Inc.

Date of Execution of Lease Addendum: 9/30/2002

Original Date of Execution of Lease Agreement: October 29, 2001

Date(s) of Execution of previous Lease Addendum(s)/Extensions:

Lease Addendum #1: October 29, 2001

RECEIVED

OCT 09 2002

NEBRASKA LIQUOR CONTROL COMMISSION

Section 1.2 Premises: Suite 102, Ridnour Plaza, 809 P Street, Lincoln, NE 68508

Section 1.4 Term: Through October 31, 2003

Section 1.5 Commencement Date of Lease Addendum: November 1, 2002

Section 1.6 Basic Monthly Rental: \$575.00

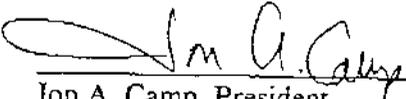
Section 21 Miscellaneous:

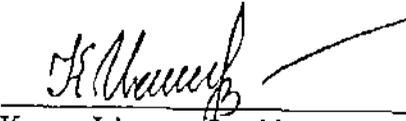
Tenant agrees that Landlord, at its discretion, may reverse the entry door to Suite 102 to swing "into" instead of "out of" Suite 102.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Addendum as of the date first above written.

LANDLORD: CH, LTD.

TENANT: AMERICAN BUSINESS INITIATIVES, INC


Jon A. Camp, President


Kasym Islamov, President

(ISLAMO.A2B)

CH, LTD. LEASE

This Lease is entered into the 29th day of October, 2001, by and between CH, Ltd., A Nebraska corporation (Landlord) and American Business Initiatives, Inc. (Tenant).

1. SUMMARY:

- 1.1 Approximate Rentable Space: N/A
- 1.2 The Premises are known as: 102 Ridnour Plaza, 809 P Street, Lincoln, NE 68508
- 1.21 Development: Apothecary/J.C. Ridnour Bldg.
- 1.3 Building: Ridnour Plaza
- 1.4 Term: Twelve (12) months ending on October 31, 2002
- 1.5 Target Commencement Date: November 1, 2002
- 1.6 Basic Monthly Rental: \$550.00
- 1.7 Base Year: N/A
- 1.8 Tenant's Percentage: 0%
- 1.9 Security Deposit: \$650.00

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NEBRASKA LIQUOR
CONTROL COMMISSION

2. PREMISES:

Landlord leases to Tenant, and Tenant hires from Landlord, the Approximate Rentable Space and/or the Premises set forth in Section 1.1 above, described in Section 1.2 above and shown on Attachment 1 incorporated by reference, together with the right to the use all common entrance ways, lobbies, elevators, ramps, drives, stairs and similar access and serviceways in the Building of which the Premises are a part. The Premises are on the floor(s) set forth in Section 1.2 above of the Building set forth in Section 1.3, located in Lincoln, Nebraska.

3. TERM:

- 3.1 Term: This Lease shall be for the term set forth in Section 1.4 above and shall begin on the Commencement Date, as defined in Section 3.2 below.
- 3.2 Commencement Date: The Commencement Date of this Lease shall be the earliest of (a) the date construction of the tenant improvements is complete, if applicable; (b) the date Tenant takes possession of the Premises; or (c) ten (10) days after Landlord tenders possession of the Premises to Tenant.
- 3.3 Possession: The parties shall try to cause the Commencement Date to occur on or before the Target Commencement Date. If Landlord, for any reason, cannot deliver possession of the Premises to Tenant on or before the Target Commencement Date, this Lease shall not be void or voidable, nor shall Landlord or its agent be liable to Tenant for any loss or damage resulting therefrom; provided, however, Tenant shall not be liable for any rent until Landlord delivers possession of the Premises to Tenant. If Landlord tenders possession of the Premises to Tenant prior to the Target Commencement Date and Tenant chooses to accept such possession, then the Term of this Lease and Tenant's obligations hereunder shall commence on the date that Tenant accepts such possession. Any failure to deliver possession on the Target Commencement Date or delivery of possession prior to the Target Commencement Date shall not in any way affect the expiration date.

4. RENTAL:

4.1 Basic Monthly Rental: Subject to the adjustments provided for herein, Tenant shall pay to Landlord on or before the first day of each calendar month during the Term of this Lease, a Basic Monthly Rental for the Premises in the amount set forth in Section 1.6 above. Basic Monthly Rental shall be payable in advance, without deduction or offset of any kind and without notice or demand, in cash or check at Landlord's address given in Section 20.10 below, or at such other place or to such other person as Landlord may designate from time to time by written notice. If the Lease commences or ends on a day other than the first day of a calendar month, then the rental for such partial month shall be prorated based on a 30-day month.

4.2 Payment of First Month's Rent: Upon the execution of this Lease, Tenant shall pay to Landlord the first month's rent. This sum is exclusive of the Security Deposit referred to in Section 5.

4.3 Operating Expenses:

4.3.1 Increases in Operating Expenses: In addition to the Basic Monthly Rental, Tenant shall pay to Landlord Tenant's proportionate share of increases in Operating Expenses over the Base Year.

4.3.2 Estimated Operating Expenses: Landlord shall at the commencement of this Lease and by each December 15 during the Term of this Lease deliver to Tenant a statement of the estimated increase in Operating Expenses for the calendar year immediately following the date of such statement over the Operating Expenses incurred for the Base Year. Landlord's failure to deliver to Tenant such statement by such date, however, shall not bar Landlord's recovery of Operating Expenses. Commencing with January 1 of the calendar year following the date of such statement, Tenant shall pay to Landlord with each payment of the Basic Monthly Rental a sum equal to the estimated increase in Operating Expenses for such a calendar year multiplied by the Tenant's Percentage.

4.3.4 Operating Expenses Defined: The term Operating Expenses shall include all costs to Landlord, not reimbursed by tenants, of operating, maintaining and managing the Development. By way of illustration but not limitation, Operating Expenses shall include the cost or charges for heat, light, water, power and steam, waste disposal, plumbing, janitorial services, pest control, window cleaning, air conditioning, maintenance of elevators, materials and supplies, equipment and tools, service agreements on equipment, fire and other casualty insurance, public liability and property damage insurance, rental interruption insurance, direct taxes, licenses, permits and inspections, wages and salaries, employee benefits and payroll taxes, worker's compensation insurance, accounting and management fees, and the cost of contesting the validity or applicability of any governmental enactments which may affect Operating Expenses.

4.3.5 Direct Taxes Defined: For purposes of Section 4.3.4, the term Direct Taxes shall include any real property taxes on the Development, the land on which the Development is situated, and the various estates in the Development; taxes of every kind whatsoever levied and assessed in lieu of existing or additional real or personal property taxes on said Development, land or personal property; and the cost to Landlord of contesting the amount or validity or applicability of any of the aforementioned taxes.

4.3.6 Definition of Lease Year: The term 'Lease Year' as used in this Lease means:

(a) In reference to the first Lease Year, the period from the Commencement Date to the last day of the calendar month which is one year after the Commencement Date.

(b) In reference to any succeeding Lease Year, a full year commencing on the date following the first Lease Year or any anniversary thereof and running to the next succeeding anniversary of such day.

4.4 CPI Index Adjustment: Beginning on the first anniversary of the Commencement Date of this Lease, and annually thereafter, the Basic Monthly Rental shall be adjusted according to the Consumers Price Index (hereinafter "CPI Index"), published monthly by the U.S. Department of Labor, commonly referred to as the "All Urban Consumers" index, or its designated successor index. The adjustment will reflect changes in the index for the previous twelve (12) months ending four (4) months prior to the adjustment date; for example, if the adjustment date is January 1, then the CPI Index data used shall be for the twelve (12) months ending with the prior August.

5. SECURITY DEPOSIT.

5.1 Upon the execution of this Lease, Tenant shall deposit with Landlord the amount set forth in Section 1.9 above as a security deposit (the 'Security Deposit') for the faithful performance of all of the terms, covenants and conditions of this Lease. If Tenant defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any part of the Security Deposit (a) for the payment of any rent or any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, (b) to repair damages to the Premises, (c) to clean the Premises, and (d) to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to

interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, Landlord or Landlord's successor shall return the Security Deposit or any balance thereof to Tenant not more than thirty (30) days following the expiration of the term hereof. Landlord may, but need not, either (i) deliver the Security Deposit or any balance thereof to the purchaser or other successor of Landlord's interest in the Premises in the event that such interest is sold or otherwise transferred, or (ii) deliver such funds to Tenant. Upon any transfer of Landlord's interest in the Premises, or upon Landlord's delivery to Tenant of the Security Deposit or any balance thereof, Landlord shall be discharged from any further liability with respect to the Security Deposit. This provision shall also apply to any subsequent transferors of Landlord's interest in the Premises.

5.2 Upon execution of this Lease, Tenant shall execute a financing statement and security agreement granting Landlord a security interest in all goods which are or may become inventory, supplies, equipment, fixtures or leasehold improvements on the real estate described below, whether integrally incorporated into the real estate or readily removable, and whether or not purchased by the Tenant with funds provided by the Landlord.

6. USES.

6.1 Permitted Uses: The Premises shall be used solely for general office/retail purposes and for no other purpose without the prior written consent of the Landlord. Tenant shall not do or suffer anything to be done in or about the Premises, nor shall Tenant bring or allow anything to be brought into the Premises, which will in any way increase the rate of fire insurance or other insurance upon the Development or its contents, cause a cancellation of said insurance or otherwise affect said insurance in any manner. Tenant shall not do or suffer anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other occupants of the Development or injure or annoy said occupants, nor shall Tenant use or suffer the Premises to be used for any immoral, unlawful or objectionable purpose. In no event shall Tenant cause or suffer to be caused any nuisance in or about the Premises, and no loud speakers or similar devices shall be used without the prior written approval of Landlord. Tenant further agrees not to commit or suffer to be committed any waste in or upon the Premises. The provisions of this paragraph are for the benefit of Landlord only and shall not be construed to be for the benefit of any tenant or occupant of the Development.

6.2 Compliance with Law: Tenant shall not do or suffer anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated. At its sole cost and expense, Tenant shall promptly comply with all said governmental measures and also with the requirements of any board of fire underwriters or other similar body now or hereafter constituted to deal with the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's alterations, additions or improvements.

7. SERVICES AND UTILITIES.

7.1 Services Provided: Tenant shall pay for all water, heat, air conditioning, lighting, electricity and other utilities furnished to the Premises. If the Premises are not separately metered, Tenant shall pay for utilities furnished to the Premises on the basis of monthly statements prepared by Landlord. Tenant agrees at all times to cooperate fully with Landlord and to abide by all the regulations and requirements which Landlord may prescribe from time to time for the proper functioning and protection of the heating, ventilating and air conditioning system(s).

7.2 Special Installations: If Tenant shall require electricity, water, compressed air or any other resource in excess of that usually furnished to the Premises for use as general office space, Tenant shall first procure the consent of Landlord for such additional use, and Landlord shall have the right to withhold its consent or to cause a special meter to be installed in the Premises so as to measure the additional amount of the resource being consumed by Tenant. Tenant shall pay to Landlord the cost of any meters and their installation and maintenance, any additional cost incurred by Landlord in accounting for the resources consumed at the rates charged by the local public utility or agency furnishing the same.

7.3 Heat Generating Equipment: Whenever heat generating machines or equipment or lighting other than Development standard lights are used in the Premises by Tenant which affect the temperature otherwise maintained by the air conditioning system, Landlord shall have the right to install supplementary air conditioning units in the Premises. The cost, thereof, including installation and operating and maintenance shall be paid by Tenant.

7.4 Interruption of Services: Landlord shall not be liable for any failure to provide for any reduction in any of the above services or utilities if such failure or reduction is caused by the making of repairs or improvements to the Premises or to the Development, the installation of equipment, the elements, labor disturbances, or any other accidents or conditions beyond the reasonable control of Landlord, or rationing or restrictions on the use of said services and utilities due to energy shortages or other causes, whether or not any of the above result from acts or omissions of Landlord. Furthermore, Landlord shall be entitled to cooperate voluntarily with the efforts of national, state or local governmental bodies or utilities suppliers in reducing energy or other resource consumption.

7.5 Additional Rent: Any sums payable under this Section 7 shall be considered additional rent and may be added to any installment of rent thereafter becoming due, and Landlord shall have the same remedies for a default in payment of such sum as for a default in the payment of rent.

8. TAXES PAYABLE BY TENANT

Tenant shall pay before delinquency any and all taxes levied or assessed and which become payable by Landlord or Tenant during the term of this Lease, whether or not now customary or within the contemplation of the parties, which are based upon, measured by or otherwise calculated with respect to (a) the gross receipts tax levied by any taxing authority, or any other gross income tax or excise tax levied by any taxing authority with respect to the receipt of the rent; (b) the value of Tenant's equipment, furniture, fixtures or other personal property located in the Premises; (c) the possession, lease, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; (d) the value of any leasehold improvements, alterations or additions made in or to the Premises, regardless of whether title to such improvements, alterations or additions shall be in Tenant or Landlord; or (e) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises.

9. ALTERATIONS

Tenant shall not make or suffer to be made any alterations, additions or improvements to the Premises or any part thereof which affect the structure of the Development, building services, the peaceful enjoyment of other occupants of the Development or otherwise affect space other than the Premises and shall not, without obtaining Landlord's prior written consent, make or suffer to be made any other alterations, additions or improvements to the Premises, including the attachment of any fixtures or equipment. When applying for such consent, Tenant shall, if requested by Landlord, furnish complete plans and specifications for such alterations, additions or improvements. All alterations, additions and improvements to the Premises shall, at Landlord's option, either (a) be made by Landlord for Tenant's account and, within ten (10) days from receipt of a written statement from Landlord, Tenant shall reimburse Landlord for all costs thereof, including a reasonable charge for Landlord's overhead expenses; or (b) be made by Tenant at Tenant's sole cost and expense, and any contractor selected by Tenant to do such work must first be approved in writing by Landlord. All alterations, additions, fixtures and improvements, including all improvements made pursuant to Attachment 2, whether temporary in character, made in or upon the Premises either by Landlord or Tenant, shall at once become part of the realty and belong to Landlord and, at the end of the term hereof, shall remain on the Premises without compensation of any kind to Tenant.

10. REPAIR

Landlord agrees to make all necessary repairs to the exterior walls, exterior doors, exterior windows, exterior corridor windows, and corridors of the Development. Landlord agrees to keep the Development equipment such as elevators, plumbing, heating, ventilating, air conditioning and similar equipment in good repair, but Landlord shall not be liable or responsible for break downs or temporary interruptions in service where reasonable efforts are used to restore service. Landlord agrees to make repair, if necessary, to interior walls, floors, glass, and ceilings installed by Landlord and resulting from any defects in construction. Landlord agrees to make the original installation of all light bulbs, fluorescent and incandescent, and starters therefor, which are required for the Premises at the inception of this Lease.

Tenant agrees that it will make all repairs to the Premises not required above to be made by Landlord and to do all redecorating, remodeling, alteration and painting required by it during the term of the Lease and Tenant will pay for any repairs to the Premises or the Development containing the Premises made necessary by any negligence of Tenant or its employees or persons permitted in the Development by Tenant and will maintain the leased Premises in a safe, clean, neat and sanitary condition. Tenant agrees to replace and pay for all light bulbs, fluorescent and incandescent, and starters therefor, as the same need to be replaced in the Premises during the term of this Lease.

There shall be no allowance to Tenant for inconvenience or injury to business arising from the making of any repairs to the Premises of the Development.

11. DAMAGE BY FIRE OR CASUALTY

If the Premises or the Development are damaged by fire or other casualty, Landlord shall repair the same, provided such repairs can be made within forty-five (45) days from the date of such damage. In such event, this Lease shall remain in full force and effect except that, if the damage is not the result of the negligence, passive or active, or willful misconduct of Tenant or its agents or invitees, Tenant shall be entitled to a proportionate reduction of rent while such repairs to be made by Landlord are being made. Proportionate reduction shall be based upon the extent to which the making of such repairs to be made hereunder by Landlord shall interfere with the business carried on by Tenant in the Premises. Within fifteen (15) days from the date of such damage, Landlord shall notify Tenant whether or not such repairs can be made within forty-five (45) days from the date of such damage and Landlord's determination thereof shall be binding on Tenant. If such repairs cannot be made within forty-five (45) days from the date of such damage, Landlord shall have the option, exercisable at any time within thirty (30) days of the date of such damage either to (a) notify Tenant of Landlord's intention to repair such damage, in which event this Lease shall continue in full force and effect and the rent shall be reduced as provided herein; or (b) notify Tenant of Landlord's election to terminate the Lease as of a date specified in such notice, which date shall be not less than thirty (30) nor more than ninety (90) days after such notice is given. In the event that such notice to terminate is given by Landlord, this Lease shall terminate on the date specified in such notice. In case of such termination, if the damage giving rise to such termination is not the result of the negligence, passive or active, or willful misconduct of Tenant or its agents or invitees, the rent shall be reduced by a proportionate amount based upon the extent to which said damage interfered with the business carried on by Tenant in the Premises, and the Tenant shall pay such reduced rent up to the date of termination. Landlord shall refund to Tenant, if Tenant is not then in default, any rent previously paid for any period of time subsequent to such date of termination. The repairs to be made hereunder by Landlord shall not include, and Landlord shall not be required to repair, any damage by fire or other cause to the property of Tenant or any repairs or replacements of any paneling, decorations, railings, floor coverings, or any alterations, additions, fixtures or improvements installed on the Premises by or at the expense of Tenant.

12. LIENS

Tenant shall not permit any mechanics', materialmen's, or other liens to be asserted against the real property of which the Premises form a part nor against Tenant's leasehold interest in the Premises arising directly or indirectly from any act or activity of Tenant. Landlord shall have the right at all times to post and keep posted on the Premises any notices which it deems necessary for protection from such liens. If any such liens are filed, Landlord may, without waiving its rights and remedies based on such breach by Tenant and without releasing Tenant from any obligations, cause such liens to be released by any means Landlord shall deem proper, including, without inquiring into the validity thereof, payment in satisfaction of the claim giving rise to such lien or the posting of a bond. Tenant shall pay to Landlord at once, without notice or demand, any sum paid by Landlord to remove such liens, together with interest thereon from the date of payment at the Permitted Rate (as defined in Section 20.22).

13. INDEMNIFICATION

Tenant assumes all risks and waives all claims against Landlord for any damage to any property or any injury to or death of any person in or about the Premises or the Development arising at any time and from any cause other than solely by reason of the negligent or willful act of Landlord, or its agents, employees or contractors. Tenant also agrees to indemnify, defend and hold Landlord harmless from and against any and all claims or liability for any injury or damage to any person or property whatsoever: (a) occurring in, on or about the Premises or any part thereof, and (b) occurring in, on, or about any facilities including, without limitation, stairways, passageways, hallways, sidewalks and parking areas, the use of which Tenant may have in conjunction with other tenants of the Development when such injury or damage shall be caused in part or in whole by the act, neglect, fault, or omission of any duty by Tenant, its agents, servants, employees or invitees. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims by or on behalf of any person, firm, or corporation arising from the conduct or management of any work or thing done by Tenant in or about or from transaction of Tenant concerning the Premises, and shall indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Tenant, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or action or proceeding brought thereon. In case any action or proceeding is brought against Landlord by reason of any such claims or liability, Tenant shall defend such action or proceeding at Tenant's sole expense by counsel satisfactory to Landlord. These provisions survive the expiration or termination of this Lease with respect to any claims or liability occurring prior to expiration or termination.

14. INSURANCE

14.1 Required Insurance: Tenant shall, at its sole cost and expense, procure, maintain and keep in force during the term of this Lease a policy or policies of comprehensive general liability insurance, including public liability and property damage, on an occurrence basis against claims for personal injury including without limitation bodily injury, death or property damage occurring on, in or about the Premises, or arising from or connected with the use, conduct, or operation of Tenant's business or interest, in an amount of not less than \$1,000,000 (or a larger minimum amount at such time Landlord deems it to be a reasonable business practice) with respect to personal injury or death of one or more persons and to damage to property. Said policy or policies shall: (a) name Landlord and Landlord's lender(s) as additional insureds; (b) be issued by an insurance company which is acceptable to Landlord and licensed to do business in the State of Nebraska; and (c) provide that said insurance shall not be cancelled or modified unless thirty (30) days prior written notice shall have been given to Landlord and Landlord's lender(s). Said policy or policies or certificates thereof shall be delivered to Landlord by Tenant upon commencement of the term of this Lease and upon each renewal of insurance.

14.2 Waiver of Subrogation: Landlord and Tenant waive and release any right that each may have against the other on account of any loss or damage which is covered by a policy of insurance that does not provide for loss of or reduction in insurance coverage on account of such waiver. The parties shall each cause their insurance companies to waive any rights of subrogation that such companies may have against Landlord or Tenant. All such policies of insurance shall contain, if obtainable, an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Tenant which might otherwise result in forfeiture of insurance and the further agreement of the insurer waiving all right of setoff, counterclaim or deductions against Tenant and Landlord.

15. ASSIGNMENT, SUBLETTING AND RECAPTURE

15.1 Landlord's Consent: Tenant shall not sell, assign, encumber or transfer by operation of law or otherwise, this Lease or any interest herein, sublet the Premises or any part thereof, or suffer any other person to occupy or use the Premises or any portion thereof, without the prior written consent of Landlord, nor shall Tenant permit any lien to be placed on Tenant's interest by operation of law. Landlord's consent to one sale, assignment, encumbrance, subletting, occupation, lien or other transfer shall not release Tenant from any of Tenant's obligations to any subsequent occurrence. Any sale, assignment, encumbrance, subletting, occupation, lien or other transfer of this Lease which does not comply with the provisions of this Section 15 shall be void.

15.2 Assignment by Operation of Law: For purposes of Section 15.1, each of the following acts shall be considered an assignment by operation of law:

15.2.1 if a Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Tenant is the bankrupt; or, if Tenant is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

15.2.2 if a writ of attachment or execution is levied on this Lease; or

15.2.3 if, in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the Premises. An assignment by operation of law shall constitute a default by Tenant and Landlord shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of Tenant. If a writ of attachment or execution is levied on this Lease, Tenant shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Tenant, or if a receiver is appointed, Tenant shall have thirty (30) days in which to have the involuntary proceeding dismissed or the receiver removed.

15.3 No Release from Liability: Any subletting, assignment or other transfer hereunder by Tenant shall not result in Tenant being released or discharged from

any liability under this Lease. As a condition to Landlord's prior written consent as provided for in this Section 15, the subtenant, assignee or transferee shall agree in writing to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease, and Tenant shall deliver to Landlord, promptly after execution, an executed copy of each sublease, assignment or other instrument of transfer and an agreement of said compliance by each sublessee, assignee or transferee.

16. DEFAULT: Remedies

16.1 Events of Default: The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant ("Event of Default"):

16.1.1 Any failure by Tenant to pay the Basic Monthly Rental or to make any other payment when and as required to be made by Tenant.

16.1.2 The abandonment or vacation of the Premises by Tenant for thirty (30) days.

16.1.3 Any failure by Tenant to observe and perform any other provisions of this Lease to be observed or performed by Tenant, where such failure continues for ten (10) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such ten (10) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

16.2 Damages upon Termination: Upon the occurrence of an Event of Default, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. If Landlord shall elect to terminate this Lease, Landlord shall be entitled to recover from Tenant:

16.2.1 Rents and other amounts, calculated under this Lease, due at the time of such termination; plus

16.2.2 Liquidated Damages calculated by multiplying the total number of months remaining under the Lease Term times: (i) the total Basic Monthly Rental in effect as of the date Landlord terminates the Lease, as defined under Section 4.1; and (ii) total monthly Operating Expenses as defined and calculated under Section 4.3. By way of example, if Tenant had fourteen (14) months remaining under its Lease Term as of the date of termination of the Lease by Landlord, and the current Basic Monthly Rental was \$1000.00 and the monthly Operating Expenses were \$100, then Tenant would owe Liquidated Damages to Landlord totalling \$15,400.00, calculated as of the date Landlord terminates the Lease (see Section 16.2.3 for interest adjustment); plus

16.2.3 Interest on amounts determined under Sections 16.2.1 and 16.2.2, shall be computed at the Permitted Rate, commencing from the date Landlord terminates the Lease and ending on the date Tenant makes payment in full of amounts due under Sections 16.2.1 and 16.2.2; plus

16.2.4 Any other amount necessary to compensate Landlord for all the detriment caused by Tenant's failure to perform his obligations under this Lease.

16.3 Re-Entry by Landlord: In the event of such default by Tenant, Landlord shall also have the right with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises. Such property may be removed and stored in a warehouse or elsewhere at the cost of and for the account of the Tenant. If stored by Landlord, Landlord shall have a lien on the property for storage, as well as incidental costs such as labor and security.

16.4 Recovery of Rental: In the event of such default by Tenant, if Landlord shall elect not to terminate this Lease as provided for in Section 16.2 above, Landlord may from time to time recover all rental as it becomes due.

16.5 Re-entry and Reletting: No re-entry or taking possession of the Premises by Landlord pursuant to Sections 16.3 or 16.4 above shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination be decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of any default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such default.

17. EMINENT DOMAIN

If more than thirty-five percent (35%) of the floor area of the Premises shall be taken under the power of eminent domain or conveyed in lieu thereof, either party shall have the right to terminate this Lease. If any part of the Development, whether or not the Premises are included, or any part of the land on which the Development is located, or any interest in either of them, shall be taken under the power of eminent domain or conveyed in lieu thereof, Landlord may terminate this Lease at its option. Landlord shall receive (and Tenant shall assign to Landlord upon demand from Landlord) any income, rent, award or any interest therein, which may be paid in connection with the exercise of such power of eminent domain, and Tenant shall have no claim against Landlord for any part of any sum paid by virtue of such proceedings, whether or not attributable to the value of the unexpired term of this Lease. If a part of the Premises shall be so taken or appropriated or conveyed and neither party shall elect to terminate this Lease and the Premises have been damaged as a consequence of such partial taking or appropriation or conveyance, Landlord shall, to the extent of the net award received by Landlord, restore the remaining part of the Premises at Landlord's cost and expense; provided, however, that Landlord shall not be required to repair or restore any injury or damage to the property of Tenant or to make any repairs or restorations of any alterations, additions, fixtures, or improvements installed on the Premises by or at the expense of Tenant. Thereafter, the rent to be paid under this Lease for the remainder of its term shall be proportionately reduced based upon the ratio of floor area taken to the total floor area of the Premises.

18. HOLDING OVER

18.1 With Landlord's Consent: Any holding over after the expiration of the term of this Lease with the prior written consent of Landlord shall be a tenancy from month to month. The terms, covenants and conditions of such tenancy shall be the same as provided herein, except that the Basic Monthly Rental shall be one hundred fifty percent (150%) of the Basic Monthly Rental in effect on the date of such expiration, subject to adjustment as provided in Section 4. Acceptance by Landlord of rent after such expiration shall not result in any other tenancy or any renewal of the term of this Lease, and the provisions of this Section 18 are in addition to and do not affect Landlord's right of re-entry or other rights provided under this Lease or by applicable law.

18.2 Without Landlord's Consent: If Tenant, without Landlord's prior written consent, shall retain possession of the Premises or any part thereof following the expiration or sooner termination of this Lease, then Tenant shall be guilty of unlawful detainer, and the acceptance of rent by Landlord shall not convert such unlawful detainer into a valid month-to-month or other tenancy, and nothing contained in this Section 18 shall waive Landlord's right of re-entry or any other right. In the event of such unlawful detainer, Tenant shall also indemnify and hold Landlord harmless from any loss or liability resulting from delay by Tenant in surrendering the Premises, including, without limitation, any claims made by any succeeding tenant or purchaser of the Development. Alternatively, if Landlord gives notice to Tenant of Landlord's election thereof, such holding over shall constitute a renewal of this Lease for a period from month-to-month or for one year, whichever shall be specified in such notice.

19. SUBORDINATION

This Lease shall be subject and subordinate to: (a) all ground leases or underlying leases which may now exist or hereafter be executed affecting the Development or the land upon which the Development is situated or both, and (b) the lien of any mortgage or deed of trust which may now exist or hereafter be executed in any amount for which said Development, land, ground leases or underlying leases, or any part thereof, or Landlord's interest or estate in any of said items, is specified as security. Notwithstanding the foregoing, Landlord shall have the right to subordinate or cause to be subordinated any such ground leases or underlying leases or any such liens to this Lease in the event that any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason. Tenant shall, notwithstanding any subordination, attorn to and become the Tenant of the successor in interest to Landlord, at the option of such successor in interest. Tenant covenants and agrees to execute and deliver, upon demand by Landlord and in the form requested by Landlord, any additional document evidencing or further affecting the priority or subordination of this Lease with respect to any such ground lease or underlying leases or the lien of any such mortgage or deed of trust. Tenant hereby irrevocably appoints Landlord as attorney-in-fact of Tenant to execute, deliver and record any such documents in the name of and on behalf of Tenant.

20. MISCELLANEOUS

20.1 Rules and Regulations: Tenant shall faithfully comply with the rules and regulations set forth in Attachment 3, together with all modifications and additions thereto adopted by Landlord from time to time in writing. Landlord shall not be responsible for the nonperformance by any other tenant or occupant of the Development of any of said rules and regulations.

20.2 Landlord's Reserved Rights: Landlord may enter upon the Premises and exercise the following rights without notice and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction or disturbance of Tenant's use of possession or giving rise to any claim for set-off or abatement of rent:

- (a) To change the name or street address of the Development;
- (b) To install and maintain signs on the exterior of the Development;
- (c) To have access to all mail chutes according to the rules of the United States Post Office Department;
- (d) At any reasonable time or times, to decorate, and to make at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises, the Development or part thereof, and any adjacent building, land, street, alley, and during such operations to take into and through the Premises or any part of the Development, all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities;
- (e) To have pass keys to the Premises;
- (f) To designate all sources furnishing sign manufacturing, painting and lettering on the Premises;
- (g) To exhibit the Premises to others at reasonable times upon reasonable notice;
- (h) To take any and all reasonable measures, including inspections or the making of repairs, alterations, additions, and improvements in the Premises or to the Development necessary or desirable for the safety, protection, operation or preservation of the Premises or the Development.

Provided, however, if the Premises are rendered wholly or partially untenable by Landlord's exercise of any or all of the foregoing rights, the rent shall be abated in proportion to the part of the Premises which becomes untenable.

20.3 Landlord's Right to Cure Default: All covenants and agreements to be kept or performed by Tenant under the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of rent. If Tenant shall be in default on its obligations under this Lease to pay any sum of money or to perform any other act hereunder, not cured within any applicable grace period provided in Section 16.1, Landlord may, but shall not be obligated to make any such payment or perform any such act on Tenant's part without waiving its right based upon any default of Tenant and without releasing Tenant from any obligations. All sums so paid by Landlord and all incidental costs, together with interest at the Permitted Rate from the date of such payment or the incurrence of such cost by Landlord, whichever occurs first, shall be paid to Landlord on demand. In the event of nonpayment by Tenant, Landlord shall have, in addition to any other rights or remedies hereunder, the same rights and remedies as in the case of default by Tenant for nonpayment of rent.

20.4 Surrender of Premises: A voluntary surrender or other surrender of this Lease by Tenant or the mutual cancellation of this Lease shall not work a merger. At the option of Landlord, however, any surrender or mutual cancellation of this Lease may terminate any existing subleases or subtenancies or may operate as an assignment to Landlord of any such subleases or subtenancies.

20.5 Sale by Landlord: If Landlord sells or conveys the Premises, Landlord shall be released from any liability arising thereafter based upon any of the terms, covenants, or conditions, express or implied, contained in this Lease. Tenant agrees to look solely to Landlord's successor in interest for any liability under this Lease. If any security has been given by Tenant to secure the faithful performance of any of the covenants of this Lease, Landlord may retain said security with Landlord's successor becoming responsible to Tenant for said security or may transfer or deliver said security to Landlord's successor in interest and, in either event, Landlord shall be discharged from any further liability with regard to said security. Except as set forth in this paragraph, this Lease shall not be affected by any sale or conveyance of the Premises by Landlord, and Tenant agrees to attorn to Landlord's successor in interest.

20.6 Estoppel Certificate: Within ten (10) days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord a statement certifying: (a) the Commencement Date of this Lease, (b) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications thereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications), (c) the date to which the rent and other sums payable under this Lease have been paid, (d) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in Tenant's statement, and (e) such other matters as may be requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this paragraph may be relied upon by any mortgagee, beneficiary, purchaser, or prospective purchaser of the Development or any interest therein.

20.7 Light and Air: Tenant agrees that no diminution of light, air or view by any structure which may hereafter be erected (whether or not by Landlord) shall entitle Tenant to any reduction of rent under this Lease, result in any liability of Landlord to Tenant, or in any other way affect this Lease.

20.8 Late Charge: Tenant recognizes that late payment of any rent or other sum due from Tenant to Landlord will result in administrative expense and loss of interest to Landlord, the extent of which is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if rent or any other payment due hereunder from Tenant to Landlord is paid after the date said amount is due, the amount of such unpaid rent or other payment shall be increased by a late charge to be paid Landlord by Tenant in an amount equal to Ten Dollars (\$10.00) for each day late for the first four (4) days; if the amount due remains unpaid five (5) days after said amount is due, the amount of such unpaid rent or other payment shall be increased by a late charge to be paid Landlord by Tenant in an amount equal to the greater of Fifty and Not 100 Dollars (\$50.00) or six percent (6%) of the amount not timely paid. Tenant agrees that such amount is a reasonable estimate of such loss and expense and may be charged by Landlord to defray such loss and expense. The amount of the late charge to be paid Landlord by Tenant on any unpaid rent or other payment shall be reassessed and added to Tenant's obligation for each successive monthly period accruing after the date of which the late charge is initially imposed. The provisions of this section in no way relieve Tenant of the obligation to pay rent or other payments on or before the date on which they are due, nor do the terms of this section in any way affect Landlord's remedies pursuant to Section 16 of this Lease in the event said rent or other payment is unpaid after the date due.

20.9 Waiver: If either Landlord or Tenant waives the performance of any term, covenant, or condition contained in this Lease, such waiver shall not be deemed to be a waiver of the term, covenant or condition itself or a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. The acceptance of rent by Landlord shall not constitute a waiver of any preceding breach. Failure by Landlord to enforce any of the terms, covenants, or conditions of this Lease for any length of time shall not be deemed to waive or to decrease the right of Landlord to insist thereafter upon strict performance by Tenant. Waiver by Landlord of any term, covenant or condition contained in this Lease may only be made by a written document signed by Landlord.

20.10 Notices: All notices and demands which are required or permitted to be given by either party to the other under this Lease shall be written and shall be delivered personally or sent by certified or registered mail, postage prepaid, addressed, in the case of Tenant, to the Premises, or to such other place as Tenant may from time to time designate by written notice, and in the case of Landlord, addressed to Landlord at P.O. Box 32307, Lincoln, NE 68501, or to such other place as Landlord may from time to time designate by written notice. All such notices and demands sent by mail shall be presumed to have been received by the addressee three (3) days after posting in the United States mail.

20.11 Landlord's Option to Relocate Tenant: At any time after Tenant's execution of this Lease, if the Premises covered by this Lease contain less than 2,500 square feet, Landlord shall have the right, upon providing Tenant thirty (30) days' notice in writing, to provide and furnish Tenant with space elsewhere in the Development of approximately the same size as the Premises. Landlord shall arrange for and pay the costs of moving Tenant to such new space. In the event Landlord moves Tenant to such new space, then this Lease and each and all of the terms and covenants and conditions hereof shall remain in full force and effect and thereupon be deemed applicable to such new space except that a revised Attachment 1 shall become part of this Lease and shall reflect the location of the new space. Should Tenant refuse to permit Landlord to move Tenant to such new space at the end of said thirty (30) day period, Landlord shall have the right to terminate this Lease by ten (10) days' notice to such effect given to Tenant in writing, which termination shall be effective upon the expiration of such ten (10) day period.

20.12 Defined Terms and Headings: If there is more than one Tenant, the obligations imposed under this Lease upon Tenant shall be joint and several. The headings and titles to the sections and subsections of this Lease are used for convenience only and shall have no effect upon the construction or interpretation of the Lease.

20.13 Time: Time is of the essence of this Lease and all of its provisions. If, however, the date of which any act or occurrence required or permitted to occur herein, or if the last day upon which any condition may be satisfied, shall be a Saturday, Sunday or legal holiday, such day or date shall be deemed to have been set for the next business day immediately following such Saturday, Sunday or legal holiday.

20.14 Successors and Assigns: Subject to the provisions of Section 15, the terms, covenants and conditions herein shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties hereto.

20.15 Entire Agreement: This Lease, together with the exhibits, contains all of the agreements of the parties hereto and supersedes any prior or contemporaneous negotiations or agreements. There have been no representations made by Landlord or its agents or understandings made between the

parties other than those set forth in this Lease and its exhibits. This Lease may not be modified except by an instrument executed by the party to be charged.

20.16 Severability: The validity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

20.17 Representations: If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation, it shall, within fourteen (14) days after execution of this Lease, deliver to Landlord a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

20.18 Applicable Law: This Lease shall be governed by the laws of the State of Nebraska.

20.19 Tenant's Percentage: The Tenant's Percentage set forth in Section 1.8 shall be equal to the ratio that the Rentable Space contained in the Premises bears to the total Rentable Space for the Development.

20.20 Permitted Rate: As used herein, the term 'Permitted Rates' shall mean the interest rate that is equal to sixteen percent (16%) per annum, but if the maximum lawful rate of interest that may be charged by Landlord shall be ascertainable and shall be less than sixteen percent (16%) per annum, the term, 'Permitted Rate' shall mean the rate of interest that is equal to such maximum lawful rate of interest.

20.21 Advertising: Tenant agrees to use the name of the Development in any and all advertising it does.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

LANDLORD: CH, LTD.

TENANT: AMERICAN BUSINESS INITIATIVES, INC.

By: Jon A. Camp
Jon A. Camp, President

By: Kasym Islamov
Kasym Islamov

PERSONAL GUARANTEE

The undersigned hereby guarantee unto the Landlord, its successors and assigns, the payment of the rent and the performance of all of the covenants under said Lease by the Tenant, and hereby waive notice of any default under said Lease and agree that liability shall not be released or affected by an extension of time for payment or by any forbearance by the Landlord.

Dated this 29 day of October, 2001.

By: Kasym Islamov
Kasym Islamov

8240 Russwood Cir.
Street Address

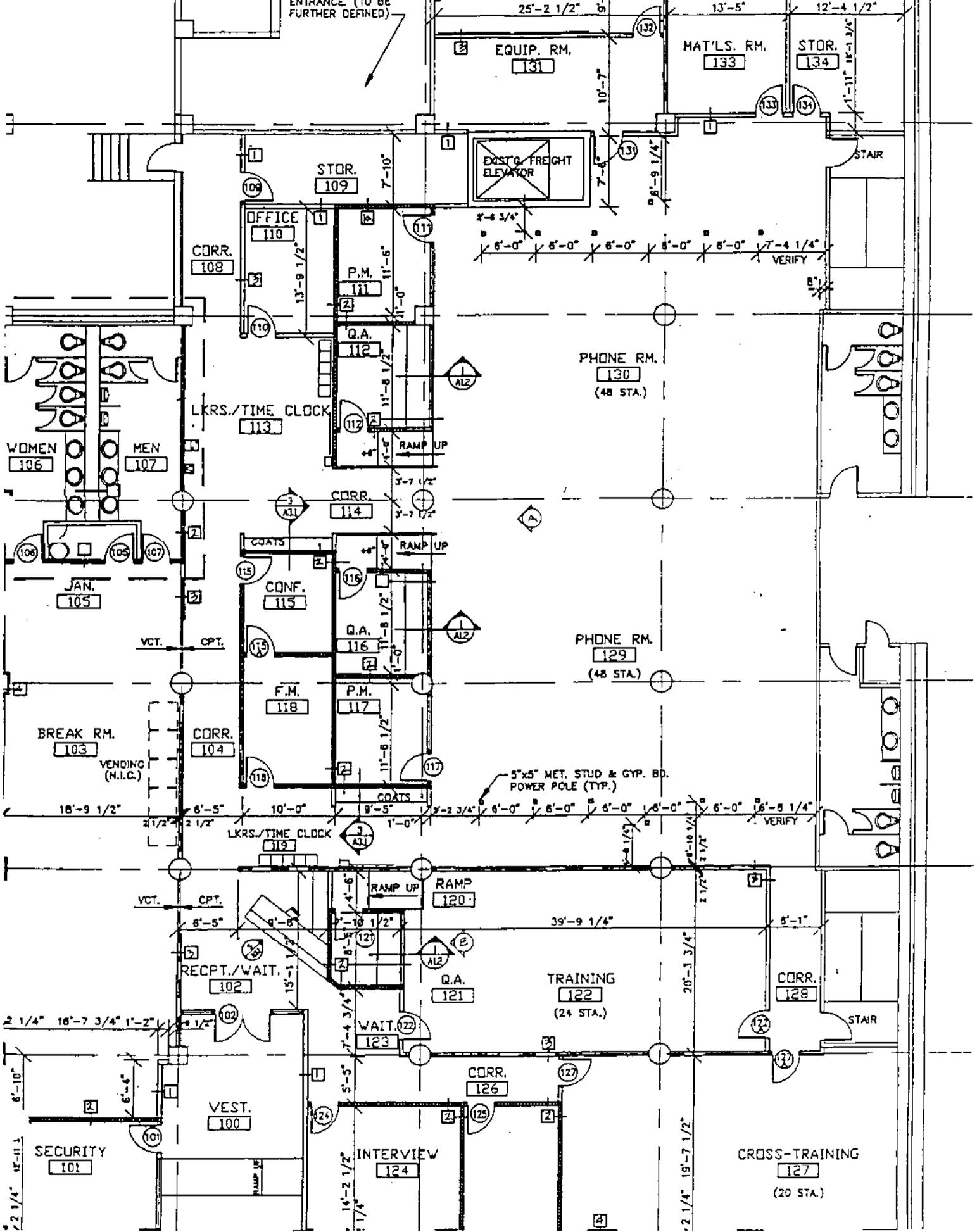
Lincoln, NE 68505
City State Zip Code

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NEBRASKA LIQUOR CONTROL COMMISSION

- EXHIBITS: Attachment 1: Diagram of Premises
- Attachment 2: Tenant Finish Schedule (N/A)
- Attachment 3: Rules and Regulations
- Attachment 4: Lease Addendum #1



ATTACHMENT 1

ATTACHMENT 3: CH, Ltd. Lease Rules and Regulations
For The Apothecary and J.C. Ridnour Bldg. Development

NEBRASKA LIQUOR
CONTROL COMMISSION

1. No sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside or inside of the Development without the prior written consent of the Landlord. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Tenant by a person acceptable to Landlord. Tenant shall be responsible for the removal of any sign, placard, picture, advertisement, name or notice, installed pursuant to this provision, on or before the conclusion of Tenant's Lease or at such time as Tenant vacates the Premises, unless otherwise agreed to in writing.

2. Any curtains, blinds, shades or screens attached to or hung in or used in connection with any window or door of the premises must be first approved by the Landlord and the Landlord shall furnish guidelines, for the color, texture and fabric of such items. No awning shall be permitted on any part of the Premises; Landlord shall have the right to remove, at Tenant's expense and without notice, any such items installed in violation of this rule. Tenant shall not place anything against glass partitions or doors or windows which may appear unsightly from outside the Premises.

2A. Office desk chairs shall have ample plastic chair mats under their operating area for protection of the carpet.

3. Tenant shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators, or stairways of the Development. The halls, passages, exits, entrances, shopping malls, elevator, and stairways are not for the general public and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence, in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Development and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any Tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal, immoral or unsafe activities.

4. The directory of the Development will be provided exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names therefrom.

5. Landlord shall not in any way be responsible to any Tenant for any loss of property on the Premises, however occurring, or for any damage to any Tenants' property by the janitor or any other employee or any other person.

6. Landlord will furnish Tenant, free of charge but for a reasonable security deposit, one key to each door lock necessary to gain admittance to Tenant's leased space. Landlord may make a reasonable charge, for any additional keys, and Tenant shall not alter any lock or install a new or additional lock or bolt on any door of its premises, without the prior consent of Landlord; Tenant shall provide Landlord with a key to any such locks. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys to all doors which have been furnished to Tenant and all duplicates thereof, and in the event of loss of any keys so furnished, shall pay Landlord therefor.

7. If Tenant requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain, and comply with Landlord's instructions in their installation.

8. The elevator shall be available for use by all Tenants in the development, subject to such reasonable scheduling as Landlord in its discretion shall deem appropriate, and no equipment, materials, furniture, packages, supplies, merchandise or other property will be received in the Development or carried in the elevator except between such hours as may be designated by Landlord.

9. Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Development. Heavy objects shall, if considered necessary by Tenant, stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Development or to any space therein to such a degree as to be objectionable to Landlord to any Tenants in the Development shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibrations. The persons employed to move such equipment in or out of the Development must be acceptable to Landlord. Landlord will not be responsible for loss of, or damage to, any such equipment or other property from any cause and all damage done to the Development by maintaining or moving such equipment or other property shall be repaired at the expense of the Tenant.

10. Tenant shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or materials other than limited quantities necessary for the operation or maintenance of office equipment. Tenant shall not use or permit to be used in the Development any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Development by reason of noise, odors, or vibrations, nor shall Tenant bring into or keep about the Development any birds or animals.

10A. Tenant shall not use or keep any hazardous material in the Development or Premises.

RULES & REGULATIONS

11. Tenant shall not use any method of heating or air conditioning other than that supplied by Landlord, unless prior approval is granted by Landlord.
12. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the Development's heating and air conditioning, and shall refrain from attempting to adjust any controls other than room thermostats installed for Tenant's sole use; where thermostats are shared, Landlord shall adjust the controls. Tenant shall keep corridors closed.
13. Landlord reserves the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Development.
14. Landlord reserves the right to exclude from the Development between the hours of 6 p.m. and 7 a.m. the following day, or such other hours as may be established from time to time by Landlord, and on Sundays and legal holidays, any person unless that person is known to the person or employer in charge of the Development and has a pass or is properly identified. Tenant shall be responsible for all persons for whom it requests passes and shall be liable to Landlord for all acts of such persons. Landlord shall not be liable for damages for any error with regards to the admission to or exclusion from the Development of any person. Landlord reserves the right to prevent access to the Development in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.
15. Tenant shall close and lock the doors of the Development and entirely shut off all water faucets or other water apparatus and electricity, gas or air outlets before Tenant and its employees leave the Development. Tenant shall be responsible for any damage or injuries sustained by other Tenants or occupants of the Development or by Landlord for noncompliance with this rule.
16. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.
17. Tenant shall not sell, or permit the sale at retail, of newspapers, magazines, periodicals, theater tickets or any other goods or merchandises to the general public in or in the Development. Tenant shall not make any room-to-room solicitation of business from other tenants in the Development. Tenant shall not use the Development for any business or activity other than that specifically provided for in such Tenant's lease.
18. Tenant shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of the Development. Tenant shall not interfere with radio or television broadcasting or reception from or in the Development or elsewhere.
19. Tenant shall not mark, drive nails, screw or drill into the partitions, woodwork or plaster, except for wall hangings and pictures or in any way deface the Development or any part thereof. Landlord reserves the right to direct electricians as to where and how telephone and telegraph wires are to be introduced into the Development. Tenant shall not cut or bore holes for wires. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.
20. Tenant shall not install, maintain or operate upon the Premises any vending machine without the written consent of the Landlord.
21. Canvassing, soliciting and distribution of handbills or other written materials and peddling in the Development are prohibited, and each tenant shall cooperate to prevent same.
22. Landlord reserves the right to exclude or expel from the Development any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the rules and regulations of the Development.
23. Tenant shall store all its trash and garbage within its Premises. Tenant shall not place in any trash box or receptacle any materials which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord.
24. The Premises shall not be used for the storage of merchandise held for sale to the general public, or for lodging or for manufacturing of any kind, nor shall the Premises be used for any improper, immoral, or objectional purpose. No cooking shall be done or permitted by Tenant on the Development, except that use by the Tenant of Underwriters' Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages and microwave equipment shall be permitted, provided that such equipment and use is in accordance with all applicable federal, state, and city laws, codes, ordinances, rules and regulations. Such restrictions on cooking shall not apply to Tenants whose leases specifically permit the operation of public food service on the Premises.
25. Tenant shall not use in any space or in the public halls of the Development any hand trucks except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any

RULES & REGULATIONS

kind into the Development.

26. Without the written consent of Landlord, Tenant shall not use the name of the Development in connection with or in promoting or advertising the business of Tenant except as Tenant's address. Retail Tenants are required to specifically include 'The Apothecary' or 'J.C. Ridnour Bldg.' in their advertisements.

27. Tenant shall comply with all safety fire protection and evacuation procedures and regulations established by Landlord and any governmental agency.

28. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

29. The requirements of Tenant will be attended to only upon appropriate application to the office of the Development by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employee of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

30. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Development.

31. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of the premises in the Development.

32. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Development and for the preservation of good order therein. Tenant agrees to abide by all such rules and regulations hereinabove stated and any additional rules and regulations which are adopted.

33. Terms defined in the Lease to which these Rules and Regulations are attached shall have the same meanings herein.

34. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

95-1. Building Smoking Policy: The Apothecary/J.C. Ridnour Buildings are public spaces under the Nebraska Clean Indoor Air Act: Neb. Rev. Stat. Section 71-5649 (Reissue 1990). All common areas of the buildings are designated as no-smoking areas. Tenants within the buildings may designate enclosed areas within their premises as smoking areas, as permitted by the Clean Indoor Air Act., as long as any such smoking does not adversely impact other tenants.

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NEBRASKA LIQUOR
CONTROL COMMISSION

ATTACHMENT 4: LEASE ADDENDUM #1

This Lease Addendum #1 shall be considered as part of the CH, LTD. LEASE (hereinafter "Lease") executed the 29th day of October, 2001, between CH, Ltd. (or its successor), a Nebraska Corporation (Landlord) and American Business Initiatives, Inc. d/b/a Eurasia Store (Tenant) and is incorporated as Attachment 4.

Where conflicts arise between the Lease and this Lease Addendum #1, Lease Addendum #1 shall prevail.

Section 2: Premises

Landlord shall make the following alterations in the Premises:

1. Create opening in the north-south wall dividing the two rooms, to facilitate movement between the spaces.
2. At its option, Landlord may move the southeast door that faces south, to the southeast side of the east wall.

Section 5.2: Security Financing Statement

This Section 5.2 is hereby deleted.

Section 20.11: Landlord's Option to Relocate Tenant

This Section 20.11 is hereby deleted.

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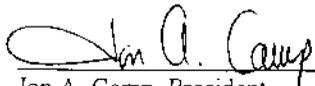
NEBRASKA LIQUOR
CONTROL COMMISSION

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Addendum #1 as of the date first above written.

LANDLORD: CH, LTD.

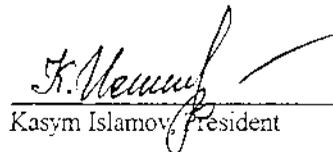
TENANT: KASYM ISLAMOV D/B/A AMERICAN
BUSINESS INITIATIVES, INC. D/B/A EURASIA STORE

By:



Jon A. Camp, President

By:

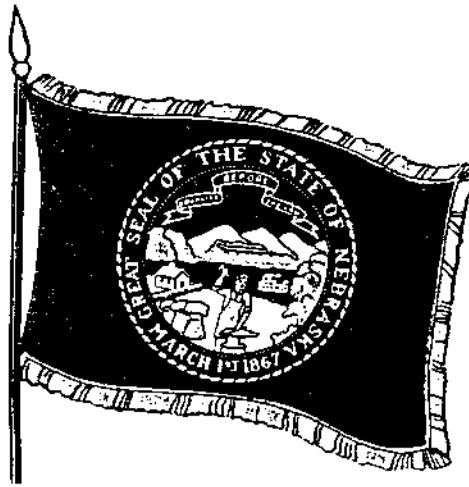


Kasym Islamov, President

(ISLAMO.AD1)

STATE OF

NEBRASKA



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;

the attached is a true and correct copy of Articles of Incorporation as filed in this office on January 19, 1994, and all amendments thereto of

AMERICAN BUSINESS INITIATIVES, INC.

with its registered office located in LINCOLN, Nebraska.

In Testimony Whereof,

I have hereunto set my hand and affixed the Great Seal of the State of Nebraska on September 24, in the year of our Lord, two thousand two.

John A. Gale
SECRETARY OF STATE



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NEBRASKA LIQUOR
CONTROL COMMISSION

1290394

JAN 10 1994

STATE OF NEBRASKA } ss
SECRETARY'S OFFICE } 28738
Received and filed for
record and recorded on
film roll 942 at page 932

ARTICLES OF INCORPORATION

OF

AMERICAN BUSINESS INITIATIVES, INC.

Allen J. Beermann
Secretary of State
By 9053 pd

The undersigned natural person of legal age, acting as incorporator under the Nebraska Business Corporation Act, adopts the following Articles of Incorporation:

ARTICLE I. NAME

The name of the corporation is American Business Initiatives, Inc.

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ARTICLE II. DURATION

The corporation's duration is perpetual.

OCT 09 2002

ARTICLE III. PURPOSES

The corporation is organized to transact any or all lawful business for which corporations may be incorporated under the Nebraska Business Corporation Act, as amended from time to time.

NEBRASKA LIQUOR CONTROL COMMISSION

ARTICLE IV. AUTHORIZED SHARES

The aggregate number of shares which the corporation shall have authority to issue is 10,000, all common stock, having a par value of \$1.00 each.

ARTICLE V. BYLAWS

The shareholders shall adopt Bylaws for the management of the corporation, which Bylaws may be amended as provided therein.

ARTICLE VII. REGISTERED AGENT

The street address of the initial registered office of the corporation is 206 South 13th Street, Suite 1301, P.O. Box 22512, Lincoln, Lancaster County, Nebraska 68542, and the name of its initial registered agent at such address is Brian K. Ridenour.

ARTICLE VIII. INCORPORATOR

The name and address of the incorporator is Brian K. Ridenour, 206 South 13th Street, Suite 1301, P.O. Box 22512, Lincoln, Nebraska 68542.

Dated this 19th day of January, 1994.

Brian K. Ridenour
Brian K. Ridenour, Incorporator

DOMESTIC CHANGE OF REGISTERED AGENT and/or OFFICE

Submit in Duplicate

RECEIVED

001 09 2002



Scott Moore, Secretary of State
Room 1305 State Capitol, P.O. Box 94608
Lincoln, NE 68509
http://www.nol.org/home/SOS/

NEBRASKA LIQUOR CONTROL COMMISSION

The following corporation, pursuant to the laws of the state of Nebraska, does hereby wish to change its Registered Agent and/or Registered Office.

Name of Corporation American Business Initiatives, Inc.

Previous:

Corporate Records show

Registered Agent: Brian K. Ridenour

Registered Office: Suite 1301 206 South 13th
P.O. Box 22512 Lincoln NE 68542-2512
Street Address City Zip

New:

Registered Agent:

Registered Office*: 121 So. 13th St., Ste. 601
P.O. Box 85778 Lincoln NE 68501-5778
Street Address City Zip

* The street address of the registered office and the street address of the registered agent must be identical.

DATED 2/22/01

Brian K Ridenour
Signature

Brian K. Ridenour, Ass't. Sec.
Printed Name/Title

NOTE: Every filing must be signed by the chairperson of the board of directors, the president, or one of the officers of the corporation. If the corporation has not yet been formed or directors have not yet been selected, the filing shall be signed by an incorporator. If the corporation is in the hands of a receiver, trustee, or other court appointed fiduciary, the filing shall be signed by that fiduciary.

Registered Agent: Please check A (current agent) or B (new agent) below and sign

[X] A. I hereby state that the above named corporation has been notified of the change in address of my registered office.

[] B. I hereby consent to act as registered agent for the above named corporation.

Brian K Ridenour
Signature of Registered Agent

FILING FEE: \$30.00

Revised 2/11/99

Neb. Rev. Stat. §21-2032

LICENSE APPLICATION CHECKLIST

Applicants American Business Initiatives, Inc. Telephone #(402) 476-5420

Trade Name Eurasia Russian Store Previous Trade Name N/A

PROVIDE ALL THE ITEMS REQUESTED. FAILURE TO PROVIDE ANY ITEM WILL CAUSE THIS APPLICATION TO BE RETURNED OR PLACED ON HOLD. ALL DOCUMENTS MUST BE LEGIBLE. ANY FALSE STATEMENT OR OMISSION MAY RESULT IN THE DENIAL, SUSPENSION, CANCELLATION OR REVOCATION OF YOUR LICENSE. IF YOUR OPERATION DEPENDS ON RECEIVING A LIQUOR LICENSE THE NEBRASKA LIQUOR COMMISSION CAUTIONS YOU THAT IF YOU PURCHASE, REMODEL, START CONSTRUCTION, SPEND OR COMMIT MONEY THAT YOU DO SO AT YOUR OWN RISK. THIS APPLICATION DOES NOT GUARANTEE YOU A LIQUOR LICENSE.

Prior to submitting your application review the application carefully to ensure that all sections are completed, and that any omissions or errors have not been made. **All applications & attachments must be submitted in triplicate.**

RECEIVED

REQUIRED ATTACHMENTS

OCT 19 2002

EACH ITEM MUST BE CHECKED OFF AND INCLUDED OR MARKED N/A FOR NOT APPLICABLE

NEBRASKA LIQUOR CONTROL COMMISSION

1. Fingerprint cards for each person (two cards per person) must be enclosed with a separate check payable to the Nebraska State Patrol for processing in the amount of \$33.00 for each person.
2. Enclose registration and license fees for the appropriate class of license.
3. Enclose the appropriate additional application forms; Individual License - Form 1; Partnership License - Form 2; Corporate License - Form 3 and Manager application (with corporate application only).
4. Enclose a copy of the lease that extends through the license year or real estate deed or sales contract/agreement demonstrating ownership or control of the premises. Include a specific listing of any equipment or fixtures that are part of any agreements to purchase, rent or lease from current license holder.
5. Enclose a copy of the Temporary Agency Agreement if applicable - only Nebraska Liquor Control Commission approved agreement forms will be accepted.
6. Enclose a copy of the inventory of alcoholic stock that are being purchased from the existing license by you. The inventory shall include the brand names and container sizes.
7. Enclose a list of any inventory or property owned by other parties that are on the premises.
8. Enclose proof of citizenship, birth certificates, or naturalization documents for all persons listed on this application, unless this is a corporation application.
9. If a corporation, attach copy State of Nebraska Corporation Registration or articles of incorporation.

WHEN YOU HAVE COMPLETED THIS CHECKLIST, THE APPLICATION FORM(S) AND ATTACHED ALL THE REQUIRED DOCUMENTS, SUBMIT THEM TO: **NEBRASKA LIQUOR CONTROL COMMISSION, P.O. BOX 95046, LINCOLN, NEBRASKA 68509-5046**

FORM 35-4251
REV 8 01