



Lincoln Police Department  
Thomas K. Casady, Chief of Police  
575 South 10th Street  
Lincoln, Nebraska 68508

402-441-7204  
fax: 402-441-8492



MAYOR COLEEN J. SENG

[www.ci.lincoln.ne.us](http://www.ci.lincoln.ne.us)

August 2, 2005

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

Mayor Seng and Members of the City Council:

An investigation has been made regarding the application of Christo's Pub, 1200 'O' Street requesting a class C liquor license.

This location was previously known as BC's which held a class C liquor license.

Christo's Pub has requested that Kolby Wood be approved as the manager of the liquor license.

Background information on the applicant is as follows:

Kolby Wood was born in Lincoln, Nebraska. He attended Crete High School graduating in 2000.

Kolby Wood employment history is as follows:

Present	Manager, Christo's Pub	Lincoln, NE.
2004 - 2005	Bartender, Heidelbergs	Lincoln, NE.
2001 - 2004	Driver, UPS	Lincoln, NE.

Stockholder information has been included for your review.

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

THOMAS K. CASADY, Chief of Police



A nationally accredited law enforcement agency



Liquor License Investigation

Business (DBA) Christo's Pub

Manager      Owner      Other \_\_\_\_\_

Name: Kolby Wood

US Citizen?       Yes      No

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

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

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

How is applicant if not an owner to be paid?      Salary       Hourly

How many hours will applicant be at the establishment?      40

Any other employment?       No      Yes, explain \_\_\_\_\_

Any previous experience with a liquor license?       Yes      No

Any criminal convictions?       No      Yes  
Comments \_\_\_\_\_

Is applicant a property owner in Lincoln?      Yes       No

Is applicant involved in any civil litigation?       No      Yes  
Comments \_\_\_\_\_

Photo       Records Check       References

Comments \_\_\_\_\_

Interview Date 8/2/05



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 JUL 26 2005  
 BY: *City Clerk*

PH 8-22-05

STATE OF NEBRASKA

Dave Heineman  
 Governor

*AS-081908  
 77*

NEBRASKA LIQUOR CONTROL COMMISSION  
**Robert B. Rupp**  
 Executive Director  
 301 Centennial Mall South, 5th Floor  
 P.O. Box 95044  
 Lincoln, Nebraska 68509-5044  
 Phone (402) 471-2577  
 Fax (402) 471-2814  
 TRS USER 800 833-7352 (TTY)  
 web address: <http://www.nol.org/home/NLCC/>

July 25, 2005

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

*Christo's Pub, Inc  
 dba Christo's Pub  
 1200 O Street Class C*

RE: License for C #69550

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 APROPERLY LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS. A LICENSE IS EFFECTIVE:

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

Sincerely,

*Jackie B. Matulka*

NEBRASKA LIQUOR CONTROL COMMISSION  
 Jackie B. Matulka  
 Licensing Division

Rhonda R. Flower  
 Enclosures Commissioner

Bob Logsdon  
 Chairman

R.L. (Dick) Coyne  
 Commissioner

LOCAL COPY - JBM  
New App - C #66950  
CHRISTO'S PUB

**APPLICATION FOR LIQUOR LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.nol.org/home/NLCC/

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NEBRASKA LIQUOR  
CONTROL COMMISSION

OFFICE USE ONLY

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES**  
**CHECK DESIRED CLASS(S)**

**RETAIL LICENSE(S)**

- |                                     |   |   |         |
|-------------------------------------|---|---|---------|
| <input type="checkbox"/>            | A | Beer, On Sale Only                            | \$45.00 |
| <input type="checkbox"/>            | B | Beer, Off Sale Only                           | \$45.00 |
| <input checked="" type="checkbox"/> | C | Beer, Wine & Distilled Spirits, On & Off Sale | \$45.00 |
| <input type="checkbox"/>            | D | Beer, Wine & Distilled Spirits, Off Sale Only | \$45.00 |
| <input checked="" type="checkbox"/> | I | Beer, Wine & Distilled Spirits, On Sale Only  | \$45.00 |

Class K Catering license may be added to any of these classes with an additional fee of \$100.00 and filing form 35-4202

**MISCELLANEOUS**

- |                          |   |  | Bond                 |
|--------------------------|---|--|----------------------|
| <input type="checkbox"/> | L | Craft Brewery (Brew Pub)   | \$295.00 1,000 min.  |
| <input type="checkbox"/> | O | Boat   | \$ 95.00 N/A         |
| <input type="checkbox"/> | V | Manufacturer, Beer, Wine & Distilled Spirits<br>(additional fee of \$100 to \$1,000-call for exact amount) | \$ 45.00 10,000 min. |
| <input type="checkbox"/> | W | Wholesale Beer   | \$295.00 5,000 min.  |
| <input type="checkbox"/> | X | Wholesale Liquor   | \$545.00 5,000 min.  |
| <input type="checkbox"/> | Y | Farm Winery  | \$295.00 5,000 min.  |

All Class C licenses expire October 31st

All other licenses expire April 30<sup>th</sup>

Catering expire same as underlying retail license

**TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)**

- Individual License, requires insert form 1  
 Partnership License, requires insert form 2  
 Corporate License, requires insert form 3a and manager application 3b

**NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION**

(Commission will call this person with any questions we may have)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Firm address: \_\_\_\_\_

**PREMISE INFORMATION**

Trade Name (doing business as) Christa's Pub

Street Address #1 1200 "O" Street

Street Address #2 \_\_\_\_\_

City Lincoln County Lancaster

Zip Code 68508

Telephone number at premise to be licensed 402-649-0223

Is this location inside the city/village corporate limits:  YES  NO

**Mail to Address (where you want receipt of Liquor Control Commission mailings)**

Name: Kathy Wood

Street Address #1 1223 N. 9th apt 213

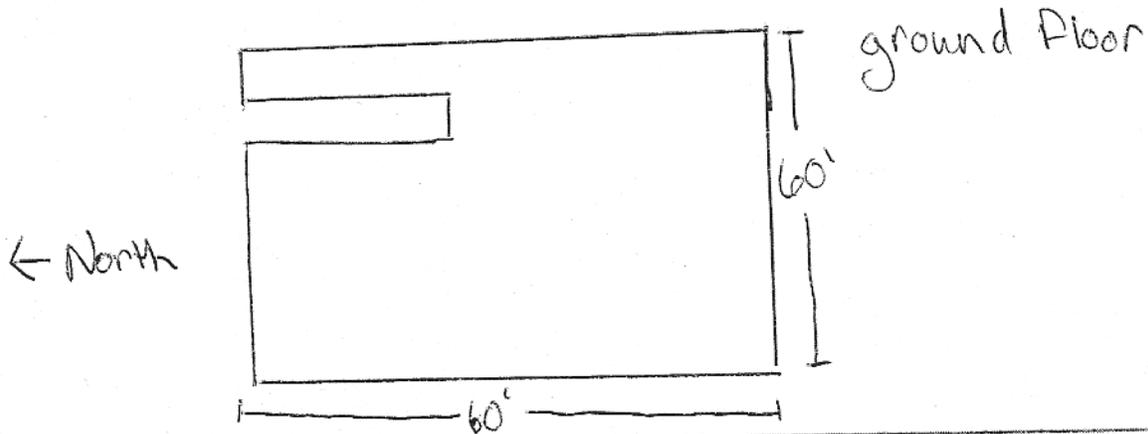
Street Address #2 \_\_\_\_\_

City Lincoln County Lancaster

Zip Code 68508

**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED**

In the space provided or on an attachment 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. No blue prints please. Be sure to indicate the direction north and number of floors of the building.



**APPLICANT INFORMATION**

**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 charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; 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 If yes, please explain below or attach a separate page.  
 No

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). Liquor Inventory may be taken at time of application being submitted.

- Yes  
Current business name and license number \_\_\_\_\_  
 No

3. Are you filing a temporary agency agreement, Commission form 4231, whereby current licensee allows you to operate on their license. If yes, attach agreement. **Please note:** This agreement is not effective until Commissions assigns you a 3-digit ID number.

- Yes  
 No

4. Are you borrowing any money from any source to establish and/or operate the business? If yes, list the lender.

- Yes \_\_\_\_\_  
 No \_\_\_\_\_

5. Will any person or entity other than applicant be entitled to a share of the profits of this business? If yes, explain. All involved members must be disclosed on application.
- Yes \_\_\_\_\_
- No \_\_\_\_\_
- 
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.
- Yes \_\_\_\_\_
- No \_\_\_\_\_
- 
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? (No silent partners)
- Yes \_\_\_\_\_
- No \_\_\_\_\_
- 
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. Neb. Rev. Stat. 53-177.
- Yes \_\_\_\_\_
- No \_\_\_\_\_
- 
9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties.
- Yes \_\_\_\_\_
- No \_\_\_\_\_
- 
10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business and the individual(s) who will be authorized to write checks and/or make withdrawals on accounts at the institutions.
- Union bank  
Randy Christo
- 
11. List all past and present liquor licenses held in Nebraska or any other state 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.
- Randy Christo Albion Nebraska  
14/91 Junction (CWR's) - (RBJ's)

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.

Kolby Wood 40 hrs/wk

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

Bartender at Heidelberg's South from 6-2004 to 4-2005

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 in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

Lease: expiration date August 2007

Deed

Purchase Agreement

15. When do you intend to open for business? August 1<sup>st</sup> 2005

16. What will be the main nature of business? What are the anticipated hours of operation? Bar, 4pm-1am Monday - Saturday

17. List the principal residence(s) for the past 10 years for all persons required to sign application, including spouses. If necessary attach a separate sheet.

Applicant Name	From: Year	To: Year	City/State
Randy Christo	1995	2003	Albion/Ne
	2003	2005	Lincoln/Ne
Kolby Wood	1995	2000	Denton/Ne
	2000	2005	Lincoln/Ne

The undersigned applicant(s) hereby consent(s) to a background investigation and release 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

## LICENSE APPLICATION CHECKLIST

Applicant Name Randy Christo Telephone # 402-649-0223

Trade Name Christo's Pub Previous Trade Name RC's Pub

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 Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. All applications & attachments must be submitted in triplicate. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the state.

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### REQUIRED ATTACHMENTS

JUL 20 2005

Each item must be checked off and included or marked N/A for not applicable.

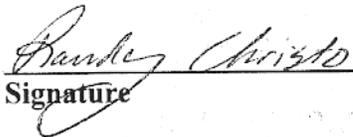
NEBRASKA LIQUOR  
CONTROL COMMISSION

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 per person. All areas must be completed on cards as per brochure.
2. Enclose registration fee for the appropriate class of license, made out to the Nebraska Liquor Control Commission.
3. Enclose the appropriate application forms; Individual License – Form 1; Partnership License – Form 2; Corporate/LLC License – Form 3 and manager application (with corporate application only). LLC application must include all members.
4. If building is being leased send a copy of the lease. Be sure it is in the individual(s) or corporate name being applied for. Also, the lease must extend through the license year being applied for. If building is owned, send a copy of the deed or purchase agreement in the appropriate name.
5. If you are buying the business of a current licensee, provide a copy of the purchase agreement from licensee. This also needs to be in applicants name.
6. Enclose a copy of the Temporary Agency Agreement, if applicable. Must be on Commission forms only. Include a copy of the signature card from the bank showing both the sellers and buyers name(s) on account.
7. Copy of alcohol inventory being purchased. Inventory shall include brand names and container sizes. Inventory may be taken at the time application is being submitted.

8. Enclose a list of any inventory or property owned by other parties that are on the premise.
- N/A 9. For Individual and Partnership applications enclose proof of citizenship, birth certificates, or naturalization documents for all persons listed on application. Documents must be a certificate from the State, where born, not hospital certificate.
10. If a corporation enclose a copy of the articles of incorporation. This document must show receipt (barcode) by the Secretary of States Office.

When you have completed this checklist, the application form(s) and attached a the required documents, in triplicate, submit them to: **Nebraska Liquor Control Commission, 301 Centennial Mall South, PO Box 95046, Lincoln, NE 68509-5046**

**I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 45-60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.**

  
\_\_\_\_\_  
Signature

**APPLICATION FOR LIQUOR LICENSE  
CORPORATION MANAGER - FORM 3b  
\*MUST BE A NEBRASKA RESIDENT\***

301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.nol.org/home/NLCC/](http://www.nol.org/home/NLCC/)

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JUL 20 2005

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

**LIQUOR LICENSE INFORMATION**

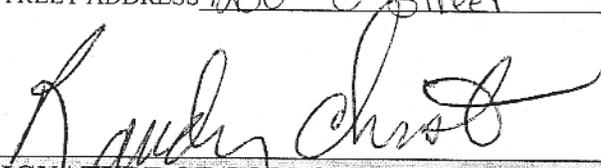
NAME OF LICENSED CORPORATION Christo's pub

CLASS & LICENSE NUMBER \_\_\_\_\_

TRADE NAME \_\_\_\_\_

STREET ADDRESS 1200 O Street

CITY Lincoln, Nebraska

  
SIGNATURE OF CORPORATION PRESIDENT/CEO

**APPLICANT INFORMATION (MUST BE 21 OR OVER AND NEBRASKA RESIDENT)**

NAME Kolby Alexander Wood

ADDRESS 1223 N. 9th apt 213

CITY Lincoln

STATE Nebraska ZIP CODE 68508

HOME PHONE NUMBER 402-416-3322

BUSINESS PHONE NUMBER 402-416-3322

SEX  MALE  FEMALE

SOCIAL SECURITY NUMBER \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_

PLACE OF BIRTH Lincoln, Nebraska

DRIVERS LICENSE NUMBER & STATE \_\_\_\_\_

Nebraska

**SPOUSES INFORMATION (IF NOT MARRIED INDICATE)**

SPOUSE NAME Not Married

SOCIAL SECURITY NUMBER \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_

DRIVERS LICENSE NUMBER & STATE \_\_\_\_\_

**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 charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; 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

If yes, please explain below or attach a separate page.

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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

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

YES  NO

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

YES  NO

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

YES  NO

RESIDENCES FOR THE PAST 10 YEARS. APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
5625 W. Saltgrass Lincoln, Ne	2004	2005			
1112 New Hampshire Lincoln Ne	2003	2004			
7201 Buckingham #55 Lincoln Ne	2002	2003			
2008 Billmeier Lincoln Ne	2001	2002			

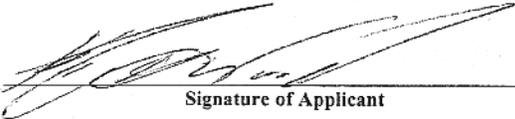
EMPLOYERS - LIST LAST TWO EMPLOYERS				
MONTH/YEAR FROM	MONTH/YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
6/2004	4/2005	Heidelbergs South	John McMantis	434-7120
5/2001	5/2004	UPS	Jim Heil	

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

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

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has interest directly or indirectly, an affidavit of non participation may be attached.

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, inaccurate, or fraudulent.



Signature of Applicant

Signature of Spouse

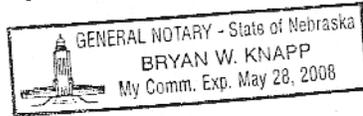
Subscribed in my presence and sworn to before me this 13  
day of July

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



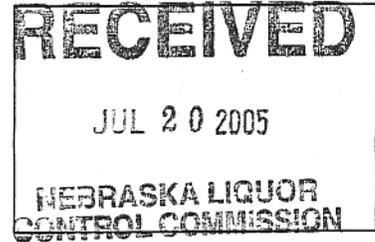
Notary Signature & Seal

Notary Signature & Seal



**APPLICATION FOR LIQUOR LICENSE  
CORPORATION/LLC INSERT - FORM 3a**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.nol.org/home/NLCC](http://www.nol.org/home/NLCC)



Name of Corporation or Limited Liability Company that will hold license. Attach copy of Articles of Incorporation. (Document must show [barcode] receipt by Secretary of States Office.

Christo's Pub Inc

Corporate Street Address: 1200 O Street

City: Lincoln State: Nebraska Zip Code: 68508

Corporate Telephone Number 402-649-0223

Total number of shares issued (if corporation) 10,000

Is this a Non Profit Corporation?  YES  NO  
If yes, what is your Federal ID #? \_\_\_\_\_

Name of Registered Agent Randy I. Christo

Name of Proposed Manager Kalby Alexander Wood  
This person must complete form 35-4013

List name of Chief Executive Officer

Last Name: Christo First Name: Randy MI I

Address Street 6301 176th St. City Walton

State Nebraska Zip Code 68461 Home Phone number 402-649-0223

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_

Is this Corporation or Limited Liability Company controlled by another Corporation?

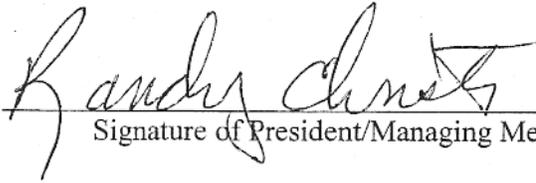
Yes  No

If yes, give name of corporation and supply organizational chart

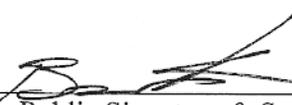
Indicate tax year with the IRS

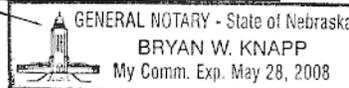
Starting Date 8-1-2005

Ending Date 12-31-2005



Signature of President/Managing Member

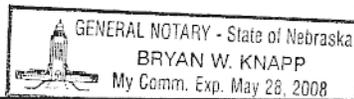
  
Notary Public Signature & Seal



Subscribed in my presence and sworn to before me this

13 day of July, 2005

  
Notary Public Signature & Seal



In compliance with the 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.

STATE OF

NEBRASKA



United States of America, } ss.  
State of Nebraska

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 of

**CHRISTO'S PUB, INC.**

with its registered office located in LINCOLN, Nebraska, as filed in  
this office on July 12, 2005.

In Testimony Whereof,

I have hereunto set my hand and  
affixed the Great Seal of the State of  
Nebraska on July 12, 2005.

*John A. Gale*  
SECRETARY OF STATE

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JUL 20 2005

NEBRASKA LIQUOR  
CONTROL COMMISSION



NE Sec of State - CORP  
1000558124  
CHRISTO'S PUB, INC.  
Filed: 07/12/2005 03:39 PM

ARTICLES OF INCORPORATION  
OF  
CHRISTO'S PUB, INC.

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ARTICLE 1  
Name

The name of this corporation is "Christo's Pub, Inc."

JUL 20 2005

ARTICLE 2  
Authorized Shares

The aggregate number of shares which the corporation shall have authorized is 100,000 shares of common stock, and the par value of said shares shall be \$0.01 per share.

ARTICLE 3  
Registered Office and Registered Agent

3.1 Office. The address of the initial registered office of the corporation is 440 So 13<sup>th</sup> St, Suite C, Lincoln, Nebraska 68508.

3.2 Agent. The name of the initial registered agent of the corporation at such address is Gary B. Schneider.

ARTICLE 4  
Incorporators

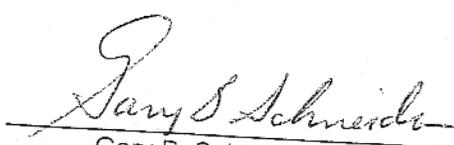
The name and address of the incorporator is Gary B. Schneider, and the address of the incorporator is 440 So. 13<sup>th</sup> Street, Suite C, Lincoln, Nebraska 68508.

ARTICLE 5  
Initial Directors

The name and addresses of the individual who will serve as the initial Director is Randy I. Christo, 6301 176<sup>th</sup> Street, Walton, Nebraska 68461.

The undersigned incorporator hereby adopts and signs the foregoing Articles of Incorporation for the purpose of forming this corporation under the Nebraska Business Corporation Act.

Dated this 12<sup>th</sup> day of July, 2005.

  
\_\_\_\_\_  
Gary B. Schneider  
440 So. 13<sup>th</sup> Street, Suite C  
Lincoln, NE 68508

TEMPORARY AGENCY AGREEMENT

ID# 950

1. On BC's Pub, Seller and Buyer entered into a contract for sale of the business known as BC's Pub, which contract is contingent upon Buyer receiving approval for a liquor license to operate the business.

2. Seller and Buyer agree to allow Buyer to operate the business, subject to approval by the Liquor Control Commission, for a period not to exceed 120 days subsequent to \_\_\_\_\_, the date of filing the application with the Liquor Control Commission.

3. Seller will maintain a possessory interest in the property in the form of a lease, use permit or license;

4. Buyer will at all times be the agent of the Seller, but Buyer will be completely and totally responsible for the operation of the business and for all liability associated with the operation of the business during the time when Buyer is acting as Seller's agent. It is specifically understood that Seller shall have no liability for the operation of the business during this period of time, and Buyer agrees to indemnify and hold Seller harmless from any claims arising during this period of operation. However, it is understood that the liquor license remains in the name of the Seller and Seller will be responsible for all violations of the liquor laws of the State of Nebraska until such time as Seller's license is canceled;

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JUL 20 2005

5. At time of closing, certain funds will be held in escrow pending issuance of the license.

Financial Institution: Name, Address, Account number of where escrow account being held by  
Union Bank, 121 So. 13th Street Lincoln Nebraska 68508  
acct. # 5112726

NEBRASKA LIQUOR CONTROL COMMISSION

7. All profits derived from the operation of the business by the buyer, after payment of bills and salaries, shall be paid to the escrow agent to be held until the issuance of the license, it being specifically understood that the Buyer shall receive no profits from the operation of the business until the liquor license has been issued to Buyer, but shall have the right to direct the investment of profits by escrow agent.

8. This agreement constitutes the entire and complete understanding of all parties with regard to the agency relationship, and is binding upon the heirs, personal representatives and successors of the parties.

9. It is hereby understood that in the event the Commission denies this application, this Temporary Agency Agreement is null and void the date of the order.

Signature of Seller Bruce A. Christensen

Signature of Seller \_\_\_\_\_

Signature of Buyer Randy Christensen

Signature of Buyer \_\_\_\_\_

Dated this 13 day of July, 2005.

STATE OF NEBRASKA )  
COUNTY OF \_\_\_\_\_ ) SS

The above and foregoing Agency Agreement was acknowledged before me this 13 day of July, 2005, by \_\_\_\_\_, as Seller, Bruce A. Christensen, as Seller.

The above and foregoing Agency Agreement was acknowledged before me this 13 day of July, 2005, by Randy Christensen, as Buyer, \_\_\_\_\_, as Buyer.

Signature & Seal of Notary Public J. Dillon  
for Bruce Christensen's signature

Lynda Peterson  
Notary Public for Randy Christensen  
acknowledged

UNION BANK & TRUST COMPANY Member FDIC  
PO Box 82535  
Lincoln, NE 68501-2535

ACCOUNT NUMBER 5112726

PORTFOLIO NUMBER 194194

**OWNERSHIP OF ACCOUNT - PERSONAL (Select One and Initial):**

- Single-Party Account  Trust-Separate Agreement  
 Multiple-Party Account  
 Other

**RIGHTS AT DEATH (Select One And Initial):**

- Single-Party Account  
 Multiple-Party Account With Right of Survivorship  
 Multiple-Party Account Without Right of Survivorship  
 Single-Party Account With Pay On Death  
 Multiple-Party Account With Right of Survivorship and Pay On Death

PAY-ON-DEATH BENEFICIARIES: To Add Pay-On-Death Beneficiaries Name One or More:

**OWNERSHIP OF ACCOUNT - BUSINESS PURPOSE**

- SOLE PROPRIETORSHIP  PARTNERSHIP  
 CORPORATION:  FOR PROFIT  NOT FOR PROFIT  
 LIMITED LIABILITY COMPANY

BUSINESS COUNTY & STATE OF ORGANIZATION:

AUTHORIZATION DATED:

DATE OPENED 07/20/2005 BY 458

INITIAL DEPOSIT \$ 50.00

CASH  CHECK

HOME TELEPHONE #

BUSINESS PHONE #

DRIVER'S LICENSE #

E-MAIL

EMPLOYER

MOTHER'S MAIDEN NAME

Name and address of someone who will always know your location:

**BACKUP WITHHOLDING CERTIFICATIONS**

TIN:

TAXPAYER I.D. NUMBER - The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number.

BACKUP WITHHOLDING - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

EXEMPT RECIPIENTS - I am an exempt recipient under the Internal Revenue Service Regulations.

**SIGNATURE:** I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

X

CHRISTO'S PUB

(Date)

**ACCOUNT OWNER(S) NAME & ADDRESS**

CHRISTO'S PUB INC  
DBA CHRISTO'S PUB

**RECEIVED**

JUL 20 2005

1200 O ST  
LINCOLN

NE 68508 NEBRASKA LIQUOR CONTROL COMMISSION

- NEW  EXISTING  
**TYPE OF ACCOUNT**  
 CHECKING  SAVINGS  
 MONEY MARKET  CERTIFICATE OF DEPOSIT  
 NOW   
Account Name: BASIC BUSINESS  
 This is a Temporary account agreement.

Number of signatures required for withdrawal 1

FACSIMILE SIGNATURE(S) ALLOWED?  YES  NO

[X]

**SIGNATURE(S) -** The undersigned agree to the terms stated on every page of this form and acknowledge receipt of a completed copy. The undersigned further authorize the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following disclosure(s):

- Electronic Funds Transfer  Funds Availability  Privacy  
 Truth in Savings  Schedule of Fees & Charges

(1): [X] *Randall I Christo*

RANDALL I CHRISTO - SIGNER

I.D. # 507-74-9622 D.O.B. 07/18/1954

(2): [X] *Kolby A Wood*

KOLBY A WOOD - SIGNER

I.D. # 507-37-5869 D.O.B. 07/09/1982

(3): [X] *Bruce A Christensen*

BRUCE A CHRISTENSEN - SIGNER

I.D. # 505-56-1917 D.O.B. 02/09/1946

(4): [X]

I.D. # D.O.B.

**AGENCY (POWER OF ATTORNEY) DESIGNATION (Optional):** To Add Agency Designation To Account, Name One or More Agents:

(Select One and Initial):

- Agency Designation Survives Disability or Incapacity of Parties  
 Agency Designation Terminates on Disability or Incapacity of Parties

THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

7/20/05



# PURCHASE AGREEMENT - COMMERCIAL

for exclusive use by members of the REALTORS® ASSOCIATION OF LINCOLN



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Today's Kimball & Associates/GMAC Real Estate REALTORS® July 12, 2005

1609 "N" Street, Lincoln, Nebraska

JUL 20 2005

1. Property. The undersigned, as Buyer, agrees to purchase the following property:  
Address: 1200 "O" Street, Lincoln, Nebraska, 68508 (BUSINESS ONLY, BC'S)

Legal Description:

NEBRASKA LIQUOR CONTROL COMMISSION

including all fixtures and equipment permanently attached to Property, if any. The only personal property included is as follows:

2. Title Insurance. Buyer shall be furnished a current title insurance commitment before closing and a title insurance policy insuring marketability. The cost of title insurance issued for this sale shall be paid as follows: N/A. Buyer agrees that should a valid title defect exist, Seller has a reasonable time to correct said defect, not to exceed 30 days from the date of the title commitment. If the title defects are not cured within such time period, Buyer may declare this Agreement null and void, and the earnest money shall be refunded.

3. Conveyance of Title. Seller agrees to convey to Buyer by warranty deed or N/A free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions of record. Seller agrees to pay any assessments for items such as paving, curbing, sidewalk or utilities previously constructed, now under construction, or ordered to be constructed by public authority but not yet assessed as of the date of this Agreement. The documentary stamp tax shall be paid by Seller.

4. Price and Financial Terms. Buyer agrees to pay \$ 225,000 on the following terms: an earnest money deposit of \$ 2,500 at this time as shown by the receipt set forth below. If paid by check, it shall be payable to selling broker. The check will be cashed. All monies shall be deposited in the selling broker's trust account, to be held until the time of closing. If the selling broker is not closing the transaction, the earnest money shall be transmitted to the party closing the transaction at a time to be determined by the selling broker. The closing agent, if not the listing broker, shall be chosen by agreement of Buyer and Seller. The balance due Seller shall be paid as shown in Paragraph(s) # E following:

(a) Buyer's Obligations Upon Loan or Assumption: Buyer shall negotiate a new loan or shall assume the existing mortgage or deed of trust. Buyer agrees to sign all papers and pay all related costs, and to establish escrow reserves as required. Buyer's best efforts shall be used to obtain the loan or approval for the assumption. If the loan or assumption is not applied for within days from the date of acceptance, this offer shall be null and void and the earnest money shall be forfeited. If processing of the loan or assumption has not been completed by the lending agency by the closing date specified elsewhere in this Agreement, the time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or rejection. If the loan or assumption is not ultimately approved by the lending agency, this offer is null and void and the earnest money is to be returned to Buyer. If this offer is not contingent on the sale of real estate owned by Buyer and the lender requires as a condition of granting the loan that the real estate owned by Buyer be sold, then Seller shall have the option to declare this Agreement null and void unless further written agreement between Buyer and Seller is obtained.

(b) Conditional Upon New Loan: Balance shall be paid in cash, or by cashier's check at time of delivery of deed, contingent upon Buyer's ability to obtain a loan in the amount of \$ , secured by first mortgage or deed of trust. The loan is to be (describe loan): Type , at a rate not to exceed % for a term of not less than years.

(c) Assume Existing Loan: Buyer agrees to assume and pay the existing mortgage or deed of trust note balance in favor of in the approximate amount of \$ and pay the balance in cash, or by cashier's check at the time of delivery of deed. It is understood that the note terms provide a current interest rate of % per annum and payments of approximately \$ per month. The payment includes . Interest on the existing loan shall be prorated to date of closing. Buyer agrees to reimburse Seller for the amount in the escrow reserve account which is to be assigned to Buyer. Seller agrees that loan and escrow reserves will be current at time of closing. Buyer agrees to pay assumption fees, if any. Buyer  does, or  does not agree to obtain a release of liability of Seller from Seller's loan before closing.

(d) All Cash: Balance shall be paid in cash, or cashier's check at time of delivery of deed.

(e) Seller Financing: Balance to be evidenced by SELLER CARRYBACK with Seller. Buyer to make an additional payment by cash or cashier's check of \$ 75,000 at time of execution of the instruments, and closing. The remainder of \$ shall be paid in monthly payments of \$ , or more, which monthly payments shall include interest at the rate of % per annum computed monthly on the unpaid portion of the principal. The debt shall be amortized over years with a balloon payment on SEE ADDENDUM (Date). All other terms and conditions of the instruments shall be as mutually agreed.  Buyer's, or  Seller's attorney shall prepare the instruments with cost of preparation paid by:

5. Other Provisions.

6. Addenda attached. The attached addenda are made a part of this Purchase Agreement. (Please Initial) (Seller AK) (Buyer    ) (List Addenda): ADDENDUM TO PURCHASE AGREEMENT

7. Condition of Property. This Agreement is based upon Buyer's personal inspection or investigation of Property. Buyer agrees to accept Property in its present condition, except as provided in this Agreement. Seller represents that to the best of Seller's knowledge, there are no defects in the Property that (1) are not reasonably ascertainable and which significantly affect the desirability or value of the Property, or (2) which the Seller has not disclosed to Seller's Agent in writing.

8. Maintenance. Seller agrees to maintain the Property in its present condition until date of closing, subject to the provisions of paragraph 9 of this Agreement. Seller agrees to install and maintain smoke detectors as required by law.

9. Risk Loss. If, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Seller and Buyer agree to attempt to negotiate modifications to the Agreement acceptable to Seller and Buyer which will take into account the loss. If Seller and Buyer are not able to agree in writing within 30 days following the loss, then Buyer's sole remedy will be to either accept the Property in its damaged condition and pay the full purchase price specified in this Agreement or rescind this Agreement and receive a full refund of Buyer's earnest money, less any costs that have been incurred on behalf of Buyer.

10. Real Estate Taxes. Taxes for the year of date of possession together with interest, rents and association dues, if any, shall be prorated to the date of possession. Taxes shall be prorated on the basis of the most recent assessed valuation and the most recent tax rate (levy) available from the appropriate governing body at the time of closing.

11. Possession and Closing. Closing of the sale shall be on AUGUST 1, 2005 (Date). Possession of Property shall be given on AUGUST 1, 2005 (Date). This Agreement shall in no manner be construed to convey Property or to give any right of possession. Buyer shall have the right to make a final inspection of Property prior to closing to ascertain that all conditions of this Agreement have been met.

12. **Escrow Closing.** Buyer and Seller agree that the closing of the sale may be handled by an escrow agent. If so, any broker holding the earnest money or other trust funds is authorized to transfer such items to the escrow agent. All documents and other items received by any broker in connection with the sale shall also be transferred to the escrow agent. After the transfer, a broker shall have no further responsibility or liability to Buyer or Seller to account for funds or preparation of documents in connection with the closing of the sale. Escrow agent will not be required to disburse funds or deliver or record any documents until it has received certified funds or other good, sufficient and collected funds, and all conditions, terms and provisions of this Agreement have been satisfied, performed and met. Closing charges shall be paid as follows: N/A

13. **Income Tax Advice.** Seller and Buyer acknowledge they are relying upon their own knowledge concerning the income tax consequences of this transaction and not upon any statements made to them by their agents, brokers or REALTORS®.

14. **Buyer's Commission.** Buyer agrees to pay selling broker a broker's administrative commission of \$ N/A at closing, unless Buyer's loan is a government-regulated loan which prohibits Buyer from paying such commissions. If Buyer has previously agreed to pay such commission pursuant to the provisions of paragraph 3.d. of the Realtors® Association of Lincoln's Exclusive Buyer Agency Agreement entered into with selling broker, only one such commission shall be paid by Buyer. If this commission is paid, Seller and Buyer agree that selling broker, which may be the same as the listing broker, may collect such commissions from both Seller and Buyer.

15. **Default.** If Buyer fails to consummate this purchase according to the terms of this Agreement, Seller may, at Seller's option, retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure.

16. **Acceptance Date.** This offer is null and void if not accepted by Seller on or before JULY 15, 2005 (Date) at \_\_\_\_\_ o'clock \_\_\_\_m. Buyer acknowledges receipt of a copy of this Agreement, which has not yet been signed by Seller.

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Address Handwritten Zip \_\_\_\_\_ Phone \_\_\_\_\_  
 Selling Agent DALE E. ABEL

Listing Company TODAY'S KIMBALL & ASSOCIATES/GMAC REAL ESTATE

**RECEIPT FOR EARNEST MONEY**

NAMES FOR DEED: \_\_\_\_\_  
 RECEIVED FROM: PAID DIRECTLY TO SELLER \$ 2,500 (by \_\_\_\_\_) to apply to the purchase price of Property on terms and conditions as stated. If this offer is not accepted by the Seller within the time specified, or if there are any defects in the title which cannot be cured as specified above, the Deposit shall be refunded.  
 REALTORS® By: \_\_\_\_\_

**ACCEPTANCE**

Seller accepts this agreement on the terms stated and agrees to convey title to Property, deliver possession, and perform all the terms and conditions set forth.  
 Seller Debra A. Christman Date 7-12-05  
 Seller \_\_\_\_\_ Date \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ ) ss.  
 STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ ) ss.

The foregoing purchase agreement was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
 The foregoing purchase agreement was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

Notary Public \_\_\_\_\_ Commission expires \_\_\_\_\_ (month)  
 Notary Public \_\_\_\_\_ Commission expires \_\_\_\_\_ (month)

**RECEIPTS FOR FULLY EXECUTED PURCHASE AGREEMENT**

Buyer acknowledges receipt of executed copy of this agreement.  
 Buyer Handwritten Date \_\_\_\_\_  
 Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller acknowledges receipt of executed copy of this agreement.  
 Seller Debra A. Christman Date 7-12-05  
 Seller \_\_\_\_\_ Date \_\_\_\_\_

THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.



# ADDENDUM TO PURCHASE AGREEMENT



for exclusive use by members of the  
REALTORS® ASSOCIATION OF LINCOLN

Addendum # \_\_\_\_\_

210

The Seller and Buyer named in the Purchase Agreement dated JULY 12, 2005, for the sale of BC'S, (BUSINESS ONLY)

agree to the following terms in addition to those stated in the Purchase Agreement:

a. Offer price to include all inventory as of August 1, 2005. Inventory agreed upon by buyer and seller.

b. Earnest money to be paid directly to the seller.

c. Buyer to pay seller an additional \$50,000 by January 1, 2006 in cash or with a cashiers check.

d. Buyer to pay monthly interest on the \$150,000 at a yearly rate of 6%, from 8-1-05 thru 12-31-05.

e. Sellers to carryback \$100,000 that will be due and payable by the buyers within 24 months on or before August 1, 2007. Interest only payments will be due from the buyers monthly at a

yearly rate of 6% on the \$100,000. No penalty for an early payoff. 1-01-06

f. Sellers are responsible for all of their incurred debt to the business up until the date of closing.

g. Inventory listed

h. Starting July 23, 2005 - Mon-Thurs

training available 9am-3pm; Friday

July 29 - Introduction 5-7pm. Will

assist week of Aug. 1-3, 2005 & first home  
game as needed.

i. Default on A) Rent due Historic Equities or B) Any

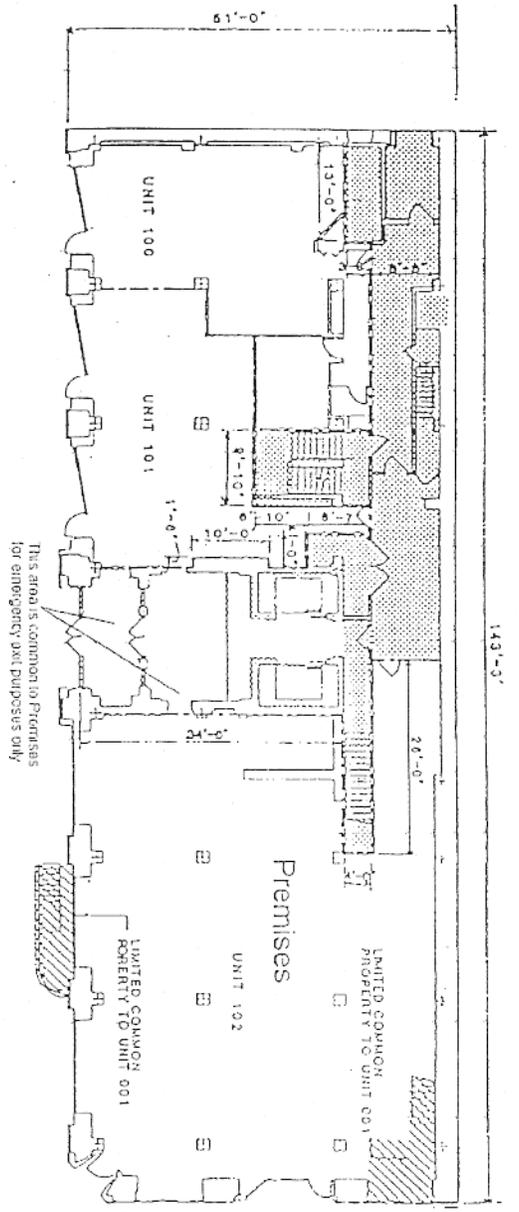
amount due seller; Business Inventory & all

fixtures revert back to seller on 31st day post  
due date.

Eric H. Christensen 7/12/05  
Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Rod [Signature] 7/12/05  
Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

j. Lease agreement to state



**FIRST FLOOR PLAN** ← NORTH  
 ELEV. 100.00' TO 114.40'

-  CLASS 'C' PROPERTY
-  LIMITED COMMON PROPERTY- CLASS 'B'
-  CLASS 'D' CONDOMINIUM PROPERTY
-  UNIT BOUNDARIES (LIMITED COMMON PROPERTY)

NOTE: ALL STRUCTURAL ELEMENTS, INCLUDING EXTERIOR WALLS AND ANY EXTERIOR ARCHITECTURAL FEATURES OR EMBELLISHMENTS THEREON ARE COMMON PROPERTY.

Exhibit "A"

SUPPLEMENTAL LEASE AGREEMENT

This Supplemental Lease Agreement is entered into by and between Historic Equities Limited Partnership, a Nebraska limited partnership ("Landlord") and B. Christensen Enterprises, LLC, a Nebraska limited liability company in connection with the Centerstone Lease, dated May 17, 2002 ("Lease") entered into by the parties.

1. Liquor License Best Efforts. Tenant shall utilize its best efforts to obtain a liquor license for the Premises by June 30, 2002. If Tenant has not obtained a license by that date, Tenant shall submit an updated timeline for securing the license together with an additional \$1,000.00 deposit. In the event Tenant fails to utilize its best efforts to obtain a liquor license for the Premises, the Security Deposit and the \$1,000.00 deposit provided for above shall be forfeited and retained by Landlord.

2. Lease Effective Date. The Lease shall not become effective and is conditional upon issuance of a liquor license to Tenant for the Premises. Tenant shall notify Landlord in writing immediately of the issuance of a liquor license to Tenant for the Premises. In the event Tenant fails to obtain a liquor license for the Premises on or before July 15, 2002, the Lease between the parties shall terminate. In the event Tenant has used its best efforts to obtain a liquor license for the Premises, the Security Deposit and the \$1,000.00 deposit provided for above shall be returned to Tenant.

3. Early Termination Option. On or after August 31, 2004, Tenant shall have the option to terminate the Lease upon payment of the following early termination fee:

Termination Date Termination Fee

August 31, 2004	\$60,000.00
August 31, 2005	\$40,000.00
August 31, 2006	\$20,000.00

Tenant shall exercise the early termination option by providing written notice to Landlord not less than ninety (90) days prior to the applicable termination date. Tenant shall not have an ~~unusual~~ Event of Default under the Lease termination option. The Lease shall not be terminated unless the termination fee is paid to Landlord on or before the termination date.

Dated: May 17, 2002.

*cc*  
*cutted*  
*P*

"LANDLORD"

Historic Equities Limited Partnership,  
a Nebraska limited partnership.  
By: The Arter Group, Ltd., General Partner

By: [Signature]  
James E. Arter, President

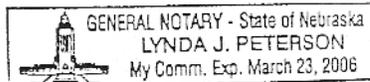
"TENANT"

B. Christensen Enterprises, LLC  
By: [Signature]  
Bruce Christensen  
Title: President

Bruce Christensen, Individually  
[Signature]  
Bruce Christensen

STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) ss.

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May, 2002, by James E. Arter, President of The Arter Group, Ltd., on behalf of the corporation as General Partner, for the Historic Equities Limited Partnership, a Nebraska limited partnership, on behalf of the partnership.



[Signature]  
Notary Public