

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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.lcc.nebraska.gov

RECEIVED	
OCT 13 2015	
NEBRASKA LIQUOR CONTROL COMMISSION	
Hot List: YES <input type="radio"/> NO <input checked="" type="radio"/>	New/Replacing # 093286
Class Type I	115407 Initial bh

TOP
~~Denied~~
Approved

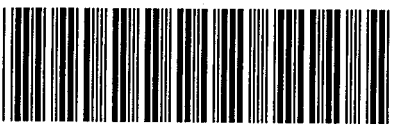
Applicant name Catherine Ann Watson

Trade name Madeline's Cafe & Bakery, LLC

Previous trade name Madeline's Cafe & Bakery

Contact email address Madelinescafe.lc@gmail.com

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. 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 Nebraska Liquor Control Commission.

<p>CR 5353 #400-mm</p>	 1500023763
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FORM 100
REV MAY 2015
PAGE 1

Catherine Watson
Porett Watson

Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.

2. Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport.

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CONTROL COMMISSION

3. Enclose the appropriate application forms;
Individual License (requires insert form 1)
Partnership License (requires insert form 2)
Corporate License (requires insert form 3a & 3c)
 Limited Liability Company (LLC) (requires form 3b & 3c)

4. In name of LLC If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.

N/A If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.

6. If buying the business of a current liquor license holder:
a. Provide a copy of the purchase agreement from the seller (must read applicants name) ←
b. Provide a copy of alcohol inventory being purchased (must include brand names and container size) ✓
c. Enclose a list of the assets being purchased (furniture, fixtures and equipment) ←

7. If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (form 125).

N/A Enclose a list of any inventory or property owned by other parties that are on the premises.

9. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
a. For residency enclose proof of registered voter in Nebraska
b. See guideline for further assistance <http://www.lcc.nebraska.gov/brochures.html>

10. Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode.

11. Submit a copy of your business plan.

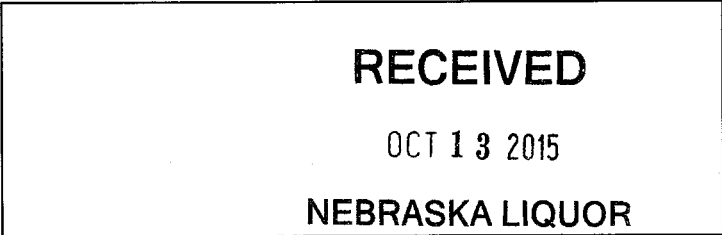
I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

Catherine Watson
Signature

9-21-2015
Date

**APPLICATION FOR LIQUOR LICENSE
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PO BOX 95046
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**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

- RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
 - AB BEER, ON AND OFF SALE
 - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
 - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert form 1)
- Partnership License (requires insert form 2)
- Corporate License (requires insert form 3a & 3c)
- Limited Liability Company (LLC) (requires form 3b & 3c)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name _____ Phone number: _____

Firm Name _____

PREMISES INFORMATION

Trade Name (doing business as) Madeline's Cafe & Bakery, LLC

Street Address #1 501 N. Washington St.

Street Address #2 _____

City Lexington County Dawson 18 Zip Code 68850

Premises Telephone number 308-324-9010

Business e-mail address madelinescafe.lex@gmail.com

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

Mailing address (where you want to receive mail from the Commission)

Name Catherine Watson

Street Address #1 208 Cherokee Rd

Street Address #2 _____

City Lexington State NE Zip Code 68850

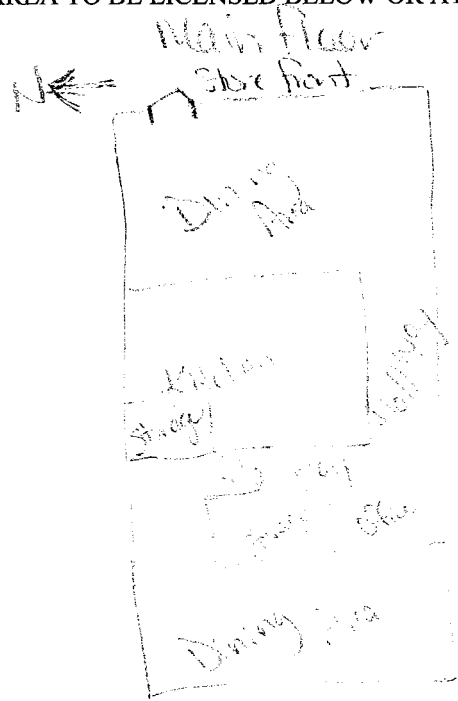
DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, 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. No blue prints please. Be sure to indicate the direction north and **number of floors** of the building.

**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 116 x width 18 in feet
Is there a basement? Yes No If yes, length _____ x width _____ in feet
Is there an outdoor area? Yes No If yes, length _____ x width _____ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



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CONTROL COMMISSION

Mary

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

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. Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Brett Watson	09/09/2006	Lorainie, KY	underage consumption of alcohol minor in consumption	guilty 9/15/2006
Catherine Watson	07/21/2011	Lexington, NE	speeding 10mph City St	guilty 07/26/2011
Catherine Watson	07/21/2011	Lexington, NE	no occ. protection system	guilty 07/26/2011

2. Are you buying the business of a current retail liquor license?

YES NO

If yes, give name of business and liquor license number

Madeline's Cafe & Bakery

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

3. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, give name and license number Kellie S. Rieke 093286

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES NO

If yes:

- a) Attach temporary operating permit (TOP) (form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

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5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES NO

If yes, list the lender(s) _____

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES NO

If yes, explain. (all involved persons must be disclosed on application)

Brett A. Watson Spouse - on application

No silent partners

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7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES NO

If yes, list such item(s) and the owner. _____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

9. Is anyone listed on this application a law enforcement officer?

YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

Pinnacle Bank: Catherine A & Brett A. Watson

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 reason for termination of any license(s) previously held.

Ø

Training

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

None

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

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For list of NLCC certified training programs see: www.lcc.ne.gov/traininginfo.html

Experience:

OCT 13 2015

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
		NEBRASKA LIQUOR CONTROL COMMISSION

13. 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 9/30/2016
 Deed
 Purchase Agreement

14. When do you intend to open for business? 10-1-2015 - business is open - we are purchasing & taking control on 10/1.

15. What will be the main nature of business? Cafe and Bakery

16. What are the anticipated hours of operation? 6:30-3pm

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Lovington, NE	2008	Present	Lovington, NE	1987	Present
Sioux Falls, SD	2007	2008			
Kearney, NE	2001	2007			

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and 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 of 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, inaccurate or fraudulent.

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 by applicant(s) and spouse(s). See guideline for required signatures

Catherine A. Watson
Signature of Applicant

Brett Watson
Signature of Spouse

Catherine A. Watson
Print Name

Brett Watson
Print Name

Signature of Applicant

Signature of Spouse

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Print Name

Print Name **NEBRASKA LIQUOR CONTROL COMMISSION**

ACKNOWLEDGEMENT

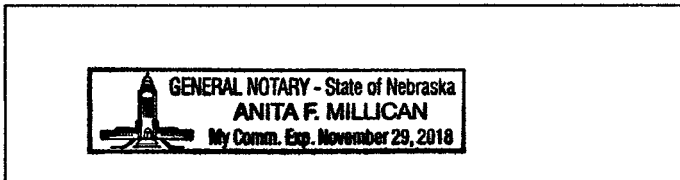
State of Nebraska
County of Dawson

The foregoing instrument was acknowledged before me this

9.28.15
Anita F. Millican
date

by Catherine A. Watson and Brett Watson
name of person(s) acknowledged (individual(s) signing)

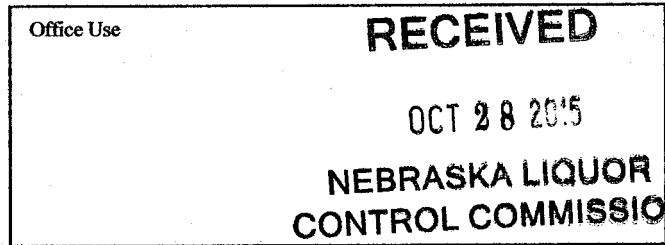
Notary Public signature



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

**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

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.lcc.nebraska.gov



All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: _____

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

Madeline's Cof & Bakery, LLC

LLC Address: 501 N. Washington St.

City: Linington State: NE Zip Code: 68850

LLC Phone Number: 308-324-9010 LLC Fax Number _____

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Watson First Name: Catherine MI: A

Home Address: 208 Cherokee Rd City: Linington

State: NE Zip Code: 68850 Home Phone Number: 308-324-308-991-3727

Catherine A Watson

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

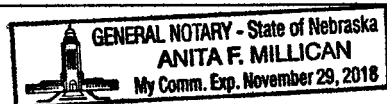
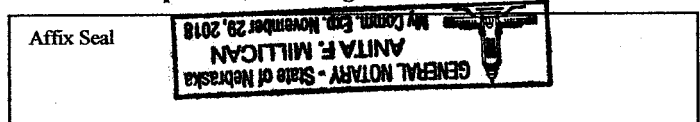
State of Nebraska
County of Dawson

Oct 23 2015

Date
Anita F. Millican

The foregoing instrument was acknowledged before me this

by Catherine A Watson
name of person acknowledge



MA COUNTY 600 WASHINGTON ST 5046
WILLYE WITICOM
V CENTRAL WILLYE - 2100 S WASHINGTON

WILLYE WITICOM
CENTRAL WILLYE - 2100 S WASHINGTON

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Watson First Name: Catherine MI: A

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Spouse Full Name (indicate N/A if single): Brett Alan Watson

Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Percentage of member ownership 100%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January 1 Ending Date: December 31

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

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NEBRASKA LIQUOR
CONTROL COMMISSION

CERTIFICATE OF ORGANIZATION

OF

MADELINE'S CAFE & BAKERY, LLC

ARTICLE 1

Name

1.1 The name of this limited liability company is MADELINE'S CAFE & BAKERY, LLC.

ARTICLE 2

Initial Designated Office

2.1 The street and mailing address of the Company's initial designated office in Nebraska is:

208 Cherokee Road
Lexington, NE 68850

ARTICLE 3

Initial Agent for Service of Process

3.1 Agent The name, street address, mailing address and post office box number, if any, of the initial agent for service of process of the Company is:

Bruce L. Hart
121 E. 8th Street
PO Box 229
Cozad, NE 69130

The undersigned hereby adopts and signs the foregoing Certificate of Organization for the purpose of forming the Company under the Act.

Dated this 15 day of September 2015.


Catherine A. Watson

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NEBRASKA LIQUOR
CONTROL COMMISSION

lic\madeline's certificate of org.doc/jw

Hart & Sudbeck, P.C., L.L.O.
Cozad, Nebraska

Nebraska Secretary of State

MADELINE'S CAFE & BAKERY, LLC

Tue Oct 20 11:08:14 2015

SOS Account Number

10214552

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

BRUCE HART
 121 EAST 8TH STREET
 PO BOX 229
 COZAD, NE 69130

Designated Office Address

208 CHEROKEE ROAD
 LEXINGTON, NE 68850

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Sep 15 2015

Filed Documents

Filed documents for MADELINE'S CAFE & BAKERY, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Code	Document	Date Filed	Price	
CRT0	Certificate of Organization	Sep 15 2015	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now (corpsearch.cgi?document-number=9000169976)

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation

\$6.50

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
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Manager must:

- Complete all sections of the application. Be sure it is signed by a **corporate officer**, corporate officer must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See Form 147 for further information, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card with application

Spouse who **will not** participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See Form 147 for further information, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

**MANAGER APPLICATION
INSERT - FORM 3c**

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MUST BE:

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. See Form 147 for further information, this form MUST be included with your application.**
- ✓ **21 years of age or older**

Corporation/LLC information

Name of Corporation/LLC: Madelines Cafe & Bakery, LLC

Premise information

Liquor License Number: 093286 Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: Madelines Cafe & Bakery

Premise Street Address: 501 N. Washington St.

City: Lexington County: Dawson Zip Code: 68850

Premise Phone Number: 308-324-9010

Email address: madelinescafe.lex@gmail.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals. http://www.lcc.ne.gov/license_search/licsearch.cgi

Catherine A. Walker

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Watson First Name: Catherine MI: A

Home Address (include PO Box if applicable): 208 Cherokee Rd

City: Lexington County: Dawson Zip Code: 68850

Home Phone Number: 308-991-3727 Business Phone Number: 308-324-9010

Social Security Number: [REDACTED] Drivers License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Holdrege, NE

Email address: madelinescap.lee@gmail.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: Watson First Name: Brett MI: A

Social Security Number: [REDACTED] Drivers License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Lexington, NE

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Lexington, NE	2008	Present	Lexington, NE	1987	Present
Sioux Falls, SD	2007	2008			
Kearney, NE	2001	2007			

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COMMISSION**

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2008	Present	Lexington Regional Health Center	Cathy Sarnes	308-324-8326
2007	2008	Avera McKennan Hospital	Dawn VerHoeven	605-322-8000

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Brett Watson	9/9/2006	Laramie, WY	underage cons. alcohol minority consumption	guilty 9/15/2006
Catherine Watson	7/21/2011	Lexington, NE	speeding 10mph cty/st	guilty 7/26/2011
Catherine Watson	7/21/2011	Lexington, NE	no sec. probe system	guilty 7/26/2011

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

Training

4. List the alcohol related training and/or experience (when and where) of the person making application.

None

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see www.lcc.ne.gov/traininginfo.html

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
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		OCT 13 2015
		NEBRASKA LIQUOR CONTROL COMMISSION

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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 and 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 part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (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 **NO** interest directly or indirectly, a spousal 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.

Catherine A. Watson
Signature of Manager Applicant

Brett Watson
Signature of Spouse

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ACKNOWLEDGEMENT

NEBRASKA LIQUOR CONTROL COMMISSION

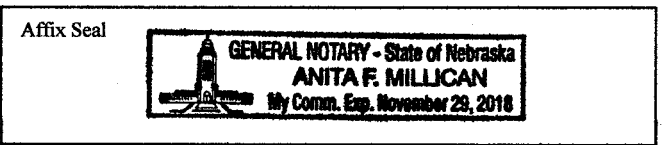
State of Nebraska
County of Dawson

The foregoing instrument was acknowledged before me this

9.28.15
date

by Catherine A. Watson and Brett Watson
name of person acknowledged

Anita F. Millican
Notary Public signature



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

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MAY 11 1964
BY STATE DEPARTMENT

NEBRASKA LIQUOR
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Karla Zlatkovsky
(308) 324-2127
County Clerk
700 N Washington Room A
Lexington, NE 68850



Acknowledgement & Verification of Registration

Return Service Requested

Master
09/04/2015
US POSTAGE

FIRST-CLASS MAIL

\$00.35



ZIP 68850
011D11641721

IMPORTANT INFORMATION ON BACK

DETACH AT PERFORATION AND KEEP ENTIRE BOTTOM PORTION

Precinct: Lex 2nd 013
Polling Place: [REDACTED]
Lex 2nd 013
[REDACTED]
105 E 17th
Lexington
U.S. Congressional District 3
Lexington Public Schools
Commissioner 2 (Lexington 2,3)
ESU 10 District 8
PSC District 5
City of Lexington, NE
Appeals Court Judge Dist 6

Dawson County, State of Nebraska

3538057
Brett A Watson
208 Cherokee Rd
Lexington, NE 68850

23386
Catherine A Watson
208 Cherokee Rd
Lexington, NE 68850-2751

Appeals Court Judge Dist 6
City of Lexington, NE
PSC District 5
ESU 10 District 8
Commissioner 2 (Lexington 2,3)
Lexington Public Schools
U.S. Congressional District 3
Lexington
105 E 17th
Grace Lutheran Church
Lex 2nd 013
Polling Place: [REDACTED]
Precinct: Lex 2nd 013

FORM WALLETT SIZE • FOLD HERE

FORM WALLETT SIZE • FOLD HERE

STATE OF NEBRASKA

WHEN THIS COPY CARRIES THE RAISED SEAL OF THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES, IT CERTIFIES THE BELOW TO BE A TRUE COPY OF THE ORIGINAL RECORD ON FILE WITH THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES, VITAL RECORDS OFFICE, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS.

DATE OF ISSUANCE

10/01/2015

LINCOLN, NEBRASKA

Stanley S. Cooper
STANLEY S. COOPER
ASSISTANT STATE REGISTRAR
DEPARTMENT OF HEALTH AND
HUMAN SERVICES

STATE OF NEBRASKA—DEPARTMENT OF HEALTH



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CONTROL COMMISSION**

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NEBRASKA LIQUOR
CONTROL COMMISSION

STATE OF NEBRASKA—DEPARTMENT OF HEALTH
BUREAU OF VITAL STATISTICS
CERTIFICATE OF LIVE BIRTH

126—

TYPE OR PRINT IN
PERMANENT INK
SEE INSTRUCTION
MANUAL

TRIPPLICATE—to be
given to this child's parent.

CHILD

CERTIFIER

MOTHER

FATHER

Rev. 1/83
BVS-1
020-17-006

**Warning: It is a felony to knowingly give false information for vital records.
Penalty upon conviction: \$10,000.00 fine or five years imprisonment or both.**

The original of the above certificate will be filed by the attendant or hospital with the Bureau of Vital Statistics, P.O. Box 95007, Lincoln, Nebraska 68509, as permanent depository.

A certified copy of the original birth certificate may be obtained by you upon application and payment of the statutory fee. Please supply the following identifying information: CHILD'S NAME, DATE OF BIRTH, PLACE OF BIRTH, FATHER'S NAME, MOTHER'S MAIDEN NAME, NAME OF HOSPITAL.

Copies to serve all purposes must be certified by office authorized to file such records.

In the case of additions or corrections to be made, notify the Bureau of Vital Statistics.

NOTE: IMPORTANT INFORMATION FOR YOUR CHILD'S HEALTH ON REVERSE SIDE.

**SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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.lcc.nebraska.gov

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DATE RECEIVED	
OCT 13 2015	
NEBRASKA LIQUOR CONTROL COMMISSION Office Use Only	
Class: _____	License #: _____

Applicant Name: Catherino A. Watson
(Corporation, LLC, Partnership or Individual)

Trade Name: Madeline's Cafe & Bakery, LLC
(Doing Business As)

(308) 991-3727
Phone Number

Madelinescafe.lex@gmail.com
Cannjo@hotmail.com
Contact E-mail Address

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- See New Application Requirement Guide for listing of Fingerprint Requirements, found on our website under "Licensing" tab in "Brochures".
- Fingerprints taken at NSP locations will be forwarded to NSP – CID;
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices will be released to the applicants;
Fingerprint cards should be submitted with the application.
- Fee payment of **\$28.75 per person** must be made directly to the NSP;
You may submit the payment through the NSP PayPort online system at www.ne.gov/go/nsp or checks made payable to NSP should be mailed directly to the following address:
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521
- **DO NOT** send fee payments to the NLCC – fees **MUST** be paid directly to NSP;
Include a list of names covered by your payment to insure proper application of payment.
- This completed form **MUST** be included with your Liquor License Application and/or Manager Application or Changes to: Corporate Officers or Stockholders, LLC Members, Partners or Addition of Spouse where new fingerprint cards are required (see New Application Requirement Guide).
- Fingerprints are not required for spouses that have no involvement with business - Spousal Affidavit of Non Participation (Form 116) is required in lieu of fingerprints.

Please complete information on the following pages for EACH person fingerprinted.

1. Name: Catherino A. Watson Title: Owner/Member

How was payment made to NSP? NSP PAYPORT CHECK SENT TO NSP
9/20/2015

2. Name: Brett A. Watson Title: Spouse

How was payment made to NSP? NSP PAYPORT CHECK SENT TO NSP
9/20/2015

3. Name: _____ Title: _____

How was payment made to NSP? NSP PAYPORT CHECK SENT TO NSP

4. Name: _____ Title: _____

How was payment made to NSP? NSP PAYPORT CHECK SENT TO NSP

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5. Name: _____ Title: _____

How was payment made to NSP? NSP PAYPORT CHECK SENT TO NSP

NEBRASKA LIQUOR
CONTROL COMMISSION

6. Name: _____ Title: _____

How was payment made to NSP? NSP PAYPORT CHECK SENT TO NSP

7. Name: _____ Title: _____

How was payment made to NSP? NSP PAYPORT CHECK SENT TO NSP

8. Name: _____ Title: _____

How was payment made to NSP? NSP PAYPORT CHECK SENT TO NSP

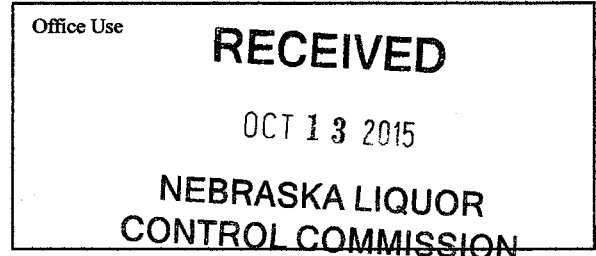
I hereby certify that fees of \$28.75 per person have been submitted directly to the Nebraska State Patrol – CID office. The undersigned certifies on behalf of the Corporation, LLC, Partnership or Licensee that it is understood that a misrepresentation of fact is cause for rejection of this application or suspension, cancellation or revocation of any license issued.

Name (Print): Catherino A. Watson Title: Owner/Member

Signature: Catherino A. Watson Date: 9-21-2015

APPLICATION FOR TEMPORARY OPERATING PERMIT (TOP)

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814



- Application for a temporary operation permit (TOP) must be included with the application for liquor license. TOP will not be considered without the completed application for a liquor license.
- Enclose documentation showing sale of business; document may be in the form of a purchase agreement/contract, management agreement or promissory note. Sale of business document must include the following: name of business being sold, purchase date or closing date within 2-3 weeks of requesting TOP and must be signed by the seller and buyer.
- TOP's are valid for 90 days from date of issuance and cannot be extended past the expiration date (no exceptions).
- Seller's liquor license will terminate upon issuance of the TOP.
- If the seller's liquor license is up for renewal during the TOP it will not be necessary for the seller to renew.

NAME OF CURRENT LICENSEE (SELLER):

Kellie S. Rieke

SELLER'S LICENSE #:

093286

On (date) 9-16-2015 seller and buyer entered into a contract for sale of the

business known as (TRADE NAME):

Madeline's Cafe & Bakery

Buyer seeks to obtain a temporary operating permit (TOP) to allow buyer to operate the business under the same terms and conditions of the current licensee; subject to approval by the Nebraska Liquor Control Commission (NLCC) for a period not to exceed 90 days (no exceptions).

Seller hereby declares that they are current on all accounts with all Nebraska licensed wholesalers under section §53-123.02. Any seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.

BARCODE
for office use only

Kellie S Rieke
Signature of **SELLER**

Catherine A. Watson
Signature of **BUYER**

Kellie S Rieke
Print Name

Catherine A. Watson
Print Name

State of Nebraska, County of Dawson

State of Nebraska, County of Dawson

The foregoing instrument was acknowledged before me
this 9-25-2015 (date)

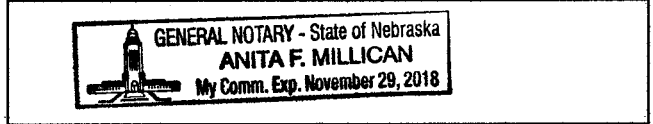
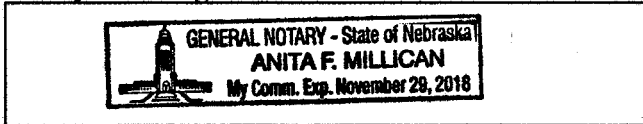
The foregoing instrument was acknowledged before me
this 9-25-2015 (date)

by Kellie S Rieke
Name(s) of Person(s) Acknowledged [individual(s) signing document]

by Catherine A. Watson
Name(s) of Person(s) Acknowledged [individual(s) signing document]

Anita F. Millican
Notary Public signature

Anita F. Millican
Notary Public signature



ADMINISTRATIVE REVIEW – Office use only		
Date: <u>10/15/15</u>	Rep: <u>bh</u>	Application Number: <u>115407</u>
<input type="checkbox"/> Approved _____	<input checked="" type="checkbox"/> Denied <u>mm</u>	
Reason for Denial:		
<u>No Purchase Agreement</u>		

10/28/15 Purchase Agreement of Business received
ok to issue TOP
mm

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NEBRASKA LIQUOR
CONTROL COMMISSION

Selle

LICENSE NUMBER
093286

RETAIL

CLASS I ALCOHOLIC LIQUOR ON SALE
(INSIDE CORPORATE LIMITS)

OWNERSHIP P I - INDIVIDUAL
P - PARTNERSHIP
C - CORPORATION

***** BOND INFORMATION *****
BOND COMPANY START DATE CANCEL DATE

BOND NUMBER
BOND AMOUNT FED BASIC PERMIT #
***** RESTRICTIONS *****

***** PREMISES INFORMATION *****

TRADE NAME 1 MADELINE'S CAFE & BAKERY LICENSE NO.
TRADE NAME 2
ADDRESS-1 501 N WASHINGTON ST ADDRESS-2
CITY LEXINGTON COUNTY 18 DAWSON ZIP 68850
PHONE 308 324 9010 FAX

MAIL TO:
NAME MADELINE'S CAFE & BAKERY
ADDRESS-1 501 N WASHINGTON ST ADDRESS-
CITY LEXINGTON STATE NE ZIP 68850

***** LICENSE DESCRIPTION *****
MAIN FLOOR OF TWO STORY BUILDING APPROX 18 X 116

***** GENERAL INFORMATION *****
CORP. OWN LEASE REPLACING TOP SUSPENDED LICENSE EXP
LIMITS PREMISES EXP. LIC. NO. EXP. START DAYS DATE
(Y OR N) (Y OR N) DATE DATE
Y N 04302016 06032012 003 04302016

EMAIL:
ACTION DATE DOCUMENT NO. ROLL PAGE ACTION CODE

=====

DEPRESS: ENTER - PROCESS PF11 - INQ NOTES PF12 - HISTORY PA1 - RETURN TO MENU

STATE OF NEBRASKA
LIQUOR CONTROL COMMISSION

INQUIRE

Seller

LICENSE NUMBER

093286

PARTNERSHIP

***** PRIMARY PARTNER *****

NAME	RIEKE, KELLIE S	SSN	[REDACTED]	DOB	[REDACTED]
ADDRESS-1	1804 DAVISTA LANE	ADDRESS-2			
CITY	LEXINGTON	STATE NE		ZIP	68850
PHONE	308 324 0487	TYPE 2		SPOUSE SSN	[REDACTED]
				DOB	[REDACTED]

***** OTHER PARTNERS AND SPOUSES *****

NAME	----- PARTNER -----	----- SPOUSE -----
	DOB SSN	DOB SSN
RIEKE, RANDY T	[REDACTED] 688811531	[REDACTED] [REDACTED]

* (FILED AFFIDAVIT OF NONPARTICIPATION)

DEPRESS: ENTER - PROCESS

PA1 - RETURN TO MENU

Seller

STATE OF NEBRASKA
LIQUOR CONTROL COMMISSION

LICENSE NUMBER 093286
CATEGORY R

MORE

I N Q U I R E H I S T O R Y

ACTION CODE	ACTION	ACTION DATE	DATE ENTERED	DOCUMENT NUMBER	FILM ROLL	PAGE
0000	NEW APPLICATION	03012011	03012011	0093286	11000	02258
0145	STATUTORY TIME	03032011	03042011		11000	02280
0110	AG. DISAPPROVE	03142011	03152011		11000	04727
0105	AG. APPROVE	03282011	03282011		11000	04878
0135	INV. REV. FINAL	03292011	03292011		11000	04904
0125	LOCAL APPROVE	03312011	03312011		11000	04914
0115	FIRE APPROVE	04052011	04052011		11000	06450
0050	ISSUE LICENSE	05012011	04202011		11000	07984
0829	IMP SELL/PUR	12202011	03132012	0031203	12000	00447
0950	ENF. WARNING	12202011	03202012	0000670	12000	00856
0925	ENF. INSPEC.	12202011	02222012	0000670	12000	00856
0837	PLEA OF GUILTY	12272011	03132012	0031203	12000	00445
0060	LEASE	04162012	04162012		12000	07578
0001	RENEW APP.	04162012	04162012		12000	07578
0002	SUSPEND LICENSE	04242012	04252012	0031203	12000	05984
0610	TR COMM ORDER	05012012	05012012		12000	05322
0613	TR EMP LIST	05162012	05162012		12000	09295
0610	TR COMM ORDER	06042012	06072012		12000	11134
0864	CERTIFIED TRAIN	06072012	06072012		12000	11133
0614	TR COMPLETE	06072012	06072012		12000	11133
0061	LEASE EXTENDED	04112013	04112013		13000	07883
0001	RENEW APP.	04112013	04112013		13000	07883
0925	ENF. INSPEC.	06112013	07052013	0000375	13000	14843
0060	LEASE	04072014	04072014		14000	08435
0001	RENEW APP.	04072014	04072014		14000	08422

DEPRESS: ENTER - RETURN PF8 - BACKWARD PF9 - FORWARD PA1 - RETURN TO MENU

STATE OF NEBRASKA
LIQUOR CONTROL COMMISSION

Seller

LICENSE NUMBER 093286
CATEGORY R

LAST PAGE

I N Q U I R E H I S T O R Y

ACTION CODE =====	ACTION =====	ACTION DATE =====	DATE ENTERED =====	DOCUMENT NUMBER =====	FILM ROLL =====	PAGE =====
0925	ENF. INSPEC.	10142014	10302014	0000375	14000	25051
0060	LEASE	04232015	04232015		15000	10154
0001	RENEW APP.	04242015	04242015		15000	10167
0192	ADDRESS CHANGE	04272015	04272015		15000	10169

=====

DEPRESS: ENTER - RETURN PF8 - BACKWARD PF9 - FORWARD PA1 - RETURN TO MENU

Seller

STATE OF NEBRASKA
LIQUOR CONTROL COMMISSION

LICENSE NUMBER 093286

LAST PAGE

I N Q U I R E N O T E S

04/23/2015 09:24
OPTION TO RENEW 2/16- 1500010154
04/07/2014 02:17
OPTION TO RENEW 1400008435-60 DAYS-JR

=====

DEPRESS: ENTER - RETURN PF8 - BACKWARD PF9 - FORWARD PA1 - RETURN TO MENU

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SALE AGREEMENT

NEBRASKA LIQUOR
CONTROL COMMISSION

THIS AGREEMENT made this 16th day of September, 2015, by and between KELLIE S. RIEKE and RANDY RIEKE, wife and husband, hereinafter referred to as SELLER, whether one or more, and MADELINE'S CAFE & BAKERY, LLC, a Nebraska limited liability company, hereinafter referred to as PURCHASER, whether one or more.

RECITALS:

WHEREAS, SELLER is the owner of MADELINE'S CAFE & BAKERY, a restaurant business located in a leased building containing furniture, equipment, inventory and supplies.

WHEREAS, SELLER is desirous of selling the same to PURCHASER and PURCHASER is desirous of purchasing the same from SELLER, all on the terms and conditions more specifically hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

I.

RECITALS: The above and foregoing recitals are made a part of this agreement as though fully set forth herein.

II.

CONSIDERATION: SELLER hereby agrees to sell and PURCHASER hereby agrees to purchase all of the furniture, equipment, inventory and supplies owned as property of MADELINE'S CAFE & BAKERY on the date of closing. SELLER agrees to pay as consideration for said property, the total purchase price of \$50,000.00, the same to be paid as follows:

- A. A nonrefundable deposit of \$5,000.00 to be paid upon the execution of this agreement.
- B. The unpaid balance of \$45,000.00 to be paid at the time of closing, on or about September 30, 2015.

III.

WARRANTY BY SELLER: SELLER hereby warrants that SELLER has good and lawful title to all of said property, free and clear of all liens and encumbrances. SELLER

shall be responsible for sales tax, payroll taxes, utilities, and any expenses acquired before October 1, 2015.

IV.

ALLOCATION OF PURCHASE PRICE: SELLER and PURCHASER agree that the purchase price shall be allocated as follows:

Equipment, furniture and fixtures:	\$25,000
Inventory	\$10,000
Supplies	\$10,000
Good will and Noncompete Covenant	\$ 5,000

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NEBRASKA LIQUOR
CONTROL COMMISSION

V.

NON-COMPETITION: SELLER covenants and agrees for a period of three (3) years after October 1, 2015 in the area within a 10 mile radius of Lexington, Nebraska, SELLER, individually or through corporate ownership or through any other legal entity, shall not, directly or indirectly own, manage, operate, control, consult with or participate in or be connected in any manner whatsoever with the ownership, management, operation or control of any business competitive in any manner with PURCHASER within the area referenced herein above. SELLER acknowledges that any breach by them of any of the foregoing covenants or agreements will cause irreparable damage to the PURCHASER, the exact amount of which will be difficult or impossible to ascertain and the remedies at law for any such breach will be inadequate. Accordingly, SELLER agrees that PURCHASER shall be entitled to injunctive relief ordering specific performance of the foregoing covenants and agreements without the necessity of bond or other security to be posted by PURCHASER.

VI.

MISCELLANEOUS: The parties agree that the following terms and conditions shall apply to this transaction:

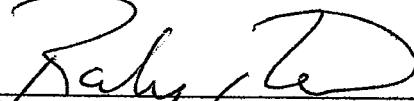
1. PURCHASER shall have the exclusive use of the name Madeline's Cafe and Bakery.
2. KELLIE S. RIEKE shall continue to work at the restaurant for at least 40 hours without compensation after the closing on this transaction to assist in the transition. The parties may agree that Kellie will continue to work part time at the restaurant thereafter with compensation to be agreed upon between the parties.
3. SELLER shall provide PURCHASER with all recipes currently being used in SELLER'S business.

4. Upon execution of this Agreement and payment of the \$5,000 deposit, SELLER will provide PURCHASER with all financial records of SELLER'S business for the last seven years.
5. PURCHASER will honor all gift cards previously issued by SELLER.

THIS AGREEMENT shall be binding upon the heirs, assigns and personal representatives of the parties hereto.

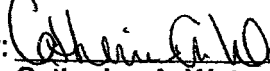
IN WITNESS WHEREOF, the parties have hereunto set their hands to this agreement the day and year first above written.


SELLER: Kellie S. Rieke


SELLER: Randy Rieke

PURCHASER:

Madeline's Cafe & Bakery, LLC


By:  **RECEIVED**
Catherine A. Watson, Member

OCT 28 2015

NEBRASKA LIQUOR
CONTROL COMMISSION

STATE OF NEBRASKA)
) ss.
COUNTY OF DAWSON)

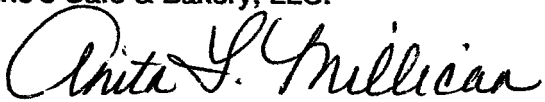
The foregoing instrument was acknowledged before me on the 16 day of September, 2015 by KELLIE S. RIEKE and RANDY RIEKE, wife and husband.

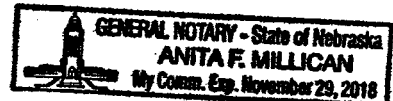

Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF DAWSON)

The foregoing instrument was acknowledged before me on the 16 day of September 2015 by Catherine A. Watson, the sole member of Madeline's Cafe & Bakery, LLC.


Notary Public



Purchased Liquor Inventory.pdf

Open with

Madeline's GR & Bakery - Alcohol Inventory

Type	Brand	Size	Quantity
Scotch	Dewars	1 L	1
Whiskey	Crown Royal	1 L	1
Vodka	Absolut	1 L	1
Wine	Lindemans Moscato	750ml	2
Wine	Lindemans Chardonnay-Riesling	750 ml	3
Wine	Lindemans Sweet Red	750ml	3
Wine	Fetzer White Zinfandel	750ml	11
Wine	Meridian Chardonnay	750ml	6
Wine	Columbia Crest Merlot	750ml	9
Wine	Columbia Crest Cabernet	750ml	5
Wine	Colores del Sol Malbec	750ml	6
Wine	Mac's Creek Spring Mist	750ml	4
Wine	Mac's Creek Briana	750ml	1
Wine	Sutter Home White Zinfandel	187ml	24
Wine	Sutter Home Chardonnay	187ml	13
Wine	Sutter Home Merlot	187ml	13
Wine	Fetzer Cabernet	187ml	8
Wine	Beringer White Zinfandel	187ml	2

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

**LIST OF EQUIPMENT, FURNITURE, SUPPLIES, INVENTORY
Purchased as part of the Sale of Madeline's Café & Bakery**

- Commercial Rancilio Espresso Machine
- Commercial Espresso Grinders (2)
- Commercial Coffee Grinders (2)
- Commercial Fetco Coffee Brewer
- Airpots (Mixture of Fetco & Bunn – 6+)
- Commercial Vita-Mix Blender
- Plastic Pastry Cases & Shelves (3)
- Under-Counter Refrigerator
- Ice Machine
- Refrigerated Bakery Display Case
- Cash Register
- Electrolux Electric Ranges w/ Convection Ovens (2)
- Commercial True Refrigerator
- Commercial True Freezer
- Residential Freezer
- Refrigerated Sandwich Prep Table
- Commercial Panini Press
- Commercial Under-Counter High Temp Dish Machine
- 3 Compartment Sink
- Mop Sink
- Cuisinart Stand Mixer
- Cuisinart Food Processor
- Stainless Steel Prep Tables (5)
- 14 sets of Tables & Chairs (4 chairs to each table)
- Folding Tables (3 large & one smaller in office)
- 5 Bar Stools
- Couch & Chair
- Coffee Table
- End Table
- Area Rug
- Bookcase
- Misc. Baking/Cooking utensils & equipment
- Misc. serving ware (dishes, silverware, cups, glasses, etc)
- Catering Supplies (trays, chafing pans(4), soup servers, etc)
- All paper products inventory (cups, lids, take out boxes, etc)
- All dry foods inventory (coffee, syrups, canned goods, chips, baking supplies, etc.)
- All refrigerated & frozen foods inventory (breads, pastries, meats, etc)

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

NOTE: Credit card machine is leased from First Data; phone & internet equipment are leased from USA Communications; water softener & drinking water system is leased from Culligan

Personal Property NOT included: Computer, printer, software, office chair, ipod & one wall hanging.

Catherine A. O'Brien

**LAUBY RENTALS ·
COMMERCIAL LEASE AGREEMENT**

This agreement, made and entered into on the 1st day of October,
by and between Jim & Gail Lauby
of the County of Dawson in the State of Nebraska,
hereinafter referred to as the LANDLORD, and Madelines Cafe and
Bakery LLC hereinafter referred to as the TENANT.

LANDLORD does hereby agree to lease to the TENANT and the TENANT does hereby agree to
lease from the LANDLORD, the following described real estate and improvements located at
501 N Washington + 109 W. 5th Lexington Nebraska.

**SECTION ONE
TERMS**

This Lease Agreement shall be effective immediately upon the execution and shall continue in full
force and effect for a period of one year(s) unless terminated according to the following
terms.

**SECTION TWO
OPTION TO RENEW**

TENANT does have the option to renew this lease. It must be done in writing and submitted to
LANDLORD 60-days before the end of current lease. LANDLORD will consider renewal if all terms
and conditions have been in good standing during current term. All terms and conditions shall stay the
same with the exception of the monthly rental amount, it may be negotiated during the 60-day renewal
period.

October rent paid
10-1-2015 # 094

**SECTION THREE
RENT**

Rent shall be due and payable on or before the 1st day of each month in advance. The agreed rent
amount shall be \$ 950.00 per month, payable to: Lauby Rentals. Rent payment will
be made in accordance to the LANDLORDS decision. If rent is to be mailed it must be postmarked at
least five (5) days before it is due. If LANDLORD receives the rent after the 1st day of the month there
will be a five(5) dollar per day late fee charged to the TENANT. This is in accordance with the laws of
the State of Nebraska.

Deposit paid
10-1-2015 # 094

**SECTION FOUR
SECURITY/DAMAGE DEPOSIT**

A Security Damage Deposit will be required at the time of execution of the Lease in the
amount of \$ 950.00. If the property described in the Lease and Inspection Sheet
is not in the same or better condition upon termination of this Lease, or if the TENANT defaults upon
this Lease Agreement for any reason, the TENANT shall forfeit the Security Damage Deposit and

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OCT 28 2015

NEBRASKA LIQUOR
CONTROL COMMISSION

remain responsible for costs of all repairs required to restore the property to the same condition. No portion of the Security Damage Deposit may be used to pay for rent.

**SECTION FIVE
USE OF PREMISES**

TENANT shall utilize the property for lawful business purposes only and shall neither engage in nor permit any activity in violation of the ordinances of the City of Lexington or the laws of the State of Nebraska and shall otherwise comply in all respects with the governing statutes, ordinances and regulations, including the prompt removal of all snow, ice, obstructions or hazards of any nature from the sidewalk and parking areas on the property: neither will TENANT utilize the property for any purpose which would result in the increase of the rate of insurance coverage or for any purpose tending to injure the reputation of the premises or the LANDLORD or disturbing the tenants of said or adjoining premises or to otherwise create a nuisance.

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NEBRASKA LIQUOR
CONTROL COMMISSION

**SECTION SIX
LANDLORD RESPONSIBILITY**

During the term of this Lease, LANDLORD agrees to maintain the structural parts of the building, to wit: roof and exterior walls, the main blower and motor of the heating system, the compressor and fan motors of the air conditioning, water (main lines to and from the building only).

**SECTION SEVEN
TAXES**

LANDLORD shall pay all real estate taxes and assessments levied on the property during the term of this Lease.

**SECTION EIGHT
BUILDING INSURANCE**

It is the responsibility of the LANDLORD to provide insurance for the building only. The LANDLORD is in no way responsible to the TENANT for loss of inventory, fixtures, loss of business or bodily injury.

**SECTION NINE
TENANT RESPONSIBILITY**

Upon execution of this Lease, TENANT agrees to maintain the interior of said property, to-wit: light fixtures, fans, interior walls, flooring, windows, plumbing, heating and cooling units. All shall be kept clean and in good working order at the TENANT'S expense.

**SECTION TEN
FEES**

TENANT agrees to pay all fees in accordance with the operation of Tenants use of leased property, such as, licenses, permits, etc.

**SECTION ELEVEN
UTILITIES**

TENANT agrees to pay all utilities including electrical, gas, water, sewer, snow and trash removal.

**SECTION TWELVE
INSURANCE**

TENANT shall carry insurance to cover the contents in the building. TENANT shall also carry business liability, personal injury and property damage insurance. The LANDLORD is in no way responsible for loss or damage to the contents in this building, or for any bodily injury to any person that may occur on the property and will be held harmless from such claims by the TENANT.

**SECTION THIRTEEN
ALTERATION-ADDITIONS-IMPROVEMENTS**

TENANT must have written permission from LANDLORD prior to any remodeling, additions or improvements to the property. Anything that is attached to the building will become part of the building and will remain with the building at the end of this lease.

**SECTION FOURTEEN
DEFAULT AND BREACH**

The following shall constitute default: If TENANT shall fail to pay LANDLORD any rent when rent shall become due and shall not make payment within ten (10) days after notice thereof to TENANT. If TENANT shall fail to perform or comply with any of the conditions of this lease and if the nonperformance shall continue for a period of ten (10) days after notice thereof by LANDLORD to TENANT or if the performance cannot be reasonably had within the ten (10) day period and TENANT fails to diligently proceed to completion of performance.

If TENANT shall vacate or abandon the property for a period of seven (7) days or more, in addition to all other remedies available at law, any and all property left at that location will become the property of the LANDLORD.

The making of an assignment by TENANT for the benefit of creditors or the filing by TENANT or against TENANT of a petition in bankruptcy, the filing of any petition against TENANT for the foreclosure of any judgment lien against said leasehold, or the levy of any writ of execution upon said leasehold.

In the event of a default by the TENANT, LANDLORD may, in addition to any other remedy or right available at law, terminate this Agreement by delivery of written notice of termination upon TENANT.

**SECTION FIFTEEN
REDELIVERY OF POSSESSION**

Upon the expiration of the term of the Agreement, or upon termination of this Agreement in any other manner, TENANT will surrender possession and occupancy of said premises to LANDLORD without any other or further notice.

**SECTION SIXTEEN
ASSIGNMENT**

TENANT may not assign, sublet or permit occupancy of said premises by third persons without the prior written consent of the LANDLORD. Additional charges may apply.

**SECTION SEVENTEEN
LIABILITY OF LANDLORD**

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OCT 28 2015
NEBRASKA LIQUOR
CONTROL COMMISSION

TENANT shall be in exclusive control and possession of the property, and LANDLORD shall not be liable for any injury or damage to any property or to any person on or about the premises nor for any injury or damage to any property of TENANT. The provisions herein permitting LANDLORD to enter and inspect the premises are made to insure that TENANT is in compliance with the terms and conditions hereof and make repairs. If repairs required of TENANT are completed by LANDLORD, TENANT will pay to the LANDLORD for labor and material.

**SECTION EIGHTEEN
SPECIAL CIRCUMSTANCES**

A. J.L. [Signature]

LANDLORD TENANT

B. _____

LANDLORD TENANT

C. _____

LANDLORD TENANT

D. _____

LANDLORD TENANT

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OCT 28 2015

**NEBRASKA LIQUOR
CONTROL COMMISSION**

**SECTION NINETEEN
TOTAL AGREEMENT: APPLICABLE TO SUCCESSORS**

This Lease contains the entire agreement between the parties and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors and assigns.

**SECTION TWENTY
APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska and both parties agree that jurisdiction and venue for disputes arising out of this Agreement shall be in a Court of Dawson County, Nebraska.

The parties have read and fully understand and agree to all provisions of the Lease being executed the day, month and year above written at Lexington, Nebraska.

James E. Lauby 10-1-2015
James E. Lauby, Landlord Date

Gail D. Lauby 10-1-2015
Gail D. Lauby, Landlord Date

Colleen M. Deaton 10-1-2015
Tenant Date

Tenant Date

State of Nebraska)
) ss.
County of Dawson)

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OCT 28 2015
NEBRASKA LIQUOR
CONTROL COMMISSION

The foregoing instrument was acknowledged before me this _____, day of _____, A.D. By JAMES E. LAUBY, Landlord, Husband and GAIL D. LAUBY, Landlord each as a voluntary act and deed.

Notary Public

State of Nebraska)
) ss.
County of Dawson)

The forgoing instrument was acknowledged before me this _____, day of _____, A.D. By the above named Tenant, each as a voluntary act and deed.

Notary Public

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INSPECTION SHEET

OCT 28 2015

NEBRASKA LIQUOR
CONTROL COMMISSION

501

CONDITION OF GLASS

WINDOWS: good

DOORS: good

good
good

CONDITION OF FLOORS

CARPETS: tile good

OTHER: _____

good

CONDITION OF WALLS

WALLS: good

good

CONDITION OF LIGHTS

LIGHTS: good

good

CONDITION OF HEAT AND COOL UNITS

HEATING UNITS: ok

COOLING UNITS: ok

ok
ok

CONDITION OF WATER HEATER

WATER HEATER: good

CONDITION OF OUTSIDE OF BUILDING

AWINING: good

SIGNAGE: n/a

WALLS: good

n/a
n/a
good

Madeline's Café & Bakery, LLC

Business Plan

Madeline's Café & Bakery is located in downtown Lexington under a quaint striped awning. The name really says it all, we are a café that serves daily lunch specials made with fresh, quality ingredients. One can also get a great cup of coffee or latte. The bakery specializes in cupcakes, pies and cheesecakes.

Catering and private parties are a significant part of the business and we would like liquor to be available if requested. For example, bridal showers enjoy mimosas with their gatherings and business Christmas parties like to have libations available so individuals can choose to partake. Alcohol consumption will take place on premises and in limited quantities. We have no intention on being a full service bar and would only offer a limited wine list and a few hard liquors with mixers for special events.

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OCT 13 2015

**NEBRASKA LIQUOR
CONTROL COMMISSION**

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OCT 13 2015

SALE AGREEMENT

NEBRASKA LIQUOR
CONTROL COMMISSION

THIS AGREEMENT made this 11th day of September, 2015, by and between KELLIE S. RIEKE and RANDY RIEKE, wife and husband, hereinafter referred to as SELLER, whether one or more, and MADELINE'S CAFE & BAKERY, LLC, a Nebraska limited liability company, hereinafter referred to as PURCHASER, whether one or more.

RECITALS:

WHEREAS, SELLER is the owner of MADELINE'S CAFE & BAKERY, a restaurant business located in a leased building containing furniture, equipment, inventory and supplies.

WHEREAS, SELLER is desirous of selling the same to PURCHASER and PURCHASER is desirous of purchasing the same from SELLER, all on the terms and conditions more specifically hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

I.

RECITALS: The above and foregoing recitals are made a part of this agreement as though fully set forth herein.

II.

CONSIDERATION: SELLER hereby agrees to sell and PURCHASER hereby agrees to purchase all of the furniture, equipment, inventory and supplies owned as property of MADELINE'S CAFE & BAKERY on the date of closing. SELLER agrees to pay as consideration for said property, the total purchase price of \$50,000.00, the same to be paid as follows:

- A. A nonrefundable deposit of \$5,000.00 to be paid upon the execution of this agreement.
- B. The unpaid balance of \$45,000.00 to be paid at the time of closing, on or about September 30, 2015.

III.

WARRANTY BY SELLER: SELLER hereby warrants that SELLER has good and lawful title to all of said property, free and clear of all liens and encumbrances. SELLER

shall be responsible for sales tax, payroll taxes, utilities, and any expenses acquired before October 1, 2015.

IV.

ALLOCATION OF PURCHASE PRICE: SELLER and PURCHASER agree that the purchase price shall be allocated as follows:

Equipment, furniture and fixtures:	\$25,000
Inventory	\$10,000
Supplies	\$10,000
Good will and Noncompete Covenant	\$ 5,000

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OCT 13 2015

NEBRASKA LIQUOR
CONTROL COMMISSION

V.

NON-COMPETITION: SELLER covenants and agrees for a period of three (3) years after October 1, 2015 in the area within a 10 mile radius of Lexington, Nebraska, SELLER, individually or through corporate ownership or through any other legal entity, shall not, directly or indirectly own, manage, operate, control, consult with or participate in or be connected in any manner whatsoever with the ownership, management, operation or control of any business competitive in any manner with PURCHASER within the area referenced herein above. SELLER acknowledges that any breach by them of any of the foregoing covenants or agreements will cause irreparable damage to the PURCHASER, the exact amount of which will be difficult or impossible to ascertain and the remedies at law for any such breach will be inadequate. Accordingly, SELLER agrees that PURCHASER shall be entitled to injunctive relief ordering specific performance of the foregoing covenants and agreements without the necessity of bond or other security to be posted by PURCHASER.

VI.

MISCELLANEOUS: The parties agree that the following terms and conditions shall apply to this transaction:

1. PURCHASER shall have the exclusive use of the name Madeline's Cafe and Bakery.
2. KELLIE S. RIEKE shall continue to work at the restaurant for at least 40 hours without compensation after the closing on this transaction to assist in the transition. The parties may agree that Kellie will continue to work part time at the restaurant thereafter with compensation to be agreed upon between the parties.
3. SELLER shall provide PURCHASER with all recipes currently being used in SELLER'S business.

4. Upon execution of this Agreement and payment of the \$5,000 deposit, SELLER will provide PURCHASER with all financial records of SELLER'S business for the last seven years.
5. PURCHASER will honor all gift cards previously issued by SELLER.

THIS AGREEMENT shall be binding upon the heirs, assigns and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this agreement the day and year first above written.

Kellie S. Rieke
 SELLER: Kellie S. Rieke

Randy Rieke
 SELLER: Randy Rieke

PURCHASER:
 Madeline's Cafe & Bakery, LLC
 By: *Catherine A. Watson*
 Catherine A. Watson, Member

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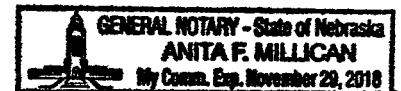
OCT 13 2015

NEBRASKA LIQUOR
 CONTROL COMMISSION

STATE OF NEBRASKA)
) ss.
 COUNTY OF DAWSON)

The foregoing instrument was acknowledged before me on the 16 day of September, 2015 by KELLIE S. RIEKE and RANDY RIEKE, wife and husband.

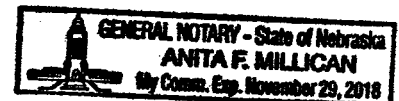
Anita F. Millican
 Notary Public



STATE OF NEBRASKA)
) ss.
 COUNTY OF DAWSON)

The foregoing instrument was acknowledged before me on the 16 day of September 2015 by Catherine A. Watson, the sole member of Madeline's Cafe & Bakery, LLC.

Anita F. Millican
 Notary Public



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OCT 13 2015

Tenant's Copy

LAUBY RENTALS · NEBRASKA LIQUOR CONTROL COMMISSION
COMMERCIAL LEASE AGREEMENT

This agreement, made and entered into on the ^{1st} ~~1st~~ day of OCTOBER,
by and between JIM & GAIL LAUBY
of the County of DAWSON in the State of NEBRASKA
hereinafter referred to as the LANDLORD, and KATHY WATSON
hereinafter referred to as the TENANT.

LANDLORD does hereby agree to lease to the TENANT and the TENANT does hereby agree to lease from the LANDLORD, the following described real estate and improvements located at 501 N WASHINGTON + 109 W 5TH LEWISTON Nebraska.

SECTION ONE
TERMS

This Lease Agreement shall be effective immediately upon the execution and shall continue in full force and effect for a period of ONE year(s) unless terminated according to the following terms.

SECTION TWO
OPTION TO RENEW

TENANT does have the option to renew this lease. It must be done in writing and submitted to LANDLORD 60-days before the end of current lease. LANDLORD will consider renewal if all terms and conditions have been in good standing during current term. All terms and conditions shall stay the same with the exception of the monthly rental amount, it may be negotiated during the 60-day renewal period.

*OCTOBER RENT PAID
10-1-2015
CH #094*

SECTION THREE
RENT

Rent shall be due and payable on or before the 1st day of each month in advance. The agreed rent amount shall be \$ 250.00 per month, payable to: Lauby Rentals. Rent payment will be made in accordance to the LANDLORDS decision. If rent is to be mailed it must be postmarked at least five (5) days before it is due. If LANDLORD receives the rent after the 1st day of the month there will be a five(5) dollar per day late fee charged to the TENANT. This is in accordance with the laws of the State of Nebraska.

*DEPOSIT PAID 10-1-2015
CH #094*

SECTION FOUR
SECURITY/DAMAGE DEPOSIT

A Security Damage Deposit will be required at the time of execution of the Lease in the amount of \$ 250.00. If the property described in the Lease and Inspection Sheet is not in the same or better condition upon termination of this Lease, or if the TENANT defaults upon this Lease Agreement for any reason, the TENANT shall forfeit the Security Damage Deposit and

remain responsible for costs of all repairs required to restore the property to the same condition. No portion of the Security Damage Deposit may be used to pay for rent.

SECTION FIVE USE OF PREMISES

TENANT shall utilize the property for lawful business purposes only and shall neither engage in nor permit any activity in violation of the ordinances of the City of Lexington or the laws of the State of Nebraska and shall otherwise comply in all respects with the governing statutes, ordinances and regulations, including the prompt removal of all snow, ice, obstructions or hazards of any nature from the sidewalk and parking areas on the property: neither will TENANT utilize the property for any purpose which would result in the increase of the rate of insurance coverage or for any purpose tending to injure the reputation of the premises or the LANDLORD or disturbing the tenants of said or adjoining premises or to otherwise create a nuisance.

SECTION SIX LANDLORD RESPONSIBILITY

During the term of this Lease, LANDLORD agrees to maintain the structural parts of the building, to wit: roof and exterior walls, the main blower and motor of the heating system, the compressor and fan motors of the air conditioning, water (main lines to and from the building only).

SECTION SEVEN TAXES

LANDLORD shall pay all real estate taxes and assessments levied on the property during the term of this Lease.

SECTION EIGHT BUILDING INSURANCE

It is the responsibility of the LANDLORD to provide insurance for the building only. The LANDLORD is in no way responsible to the TENANT for loss of inventory, fixtures, loss of business or bodily injury.

SECTION NINE TENANT RESPONSIBILITY

Upon execution of this Lease, TENANT agrees to maintain the interior of said property, to-wit: light fixtures, fans, interior walls, flooring, windows, plumbing, heating and cooling units. All shall be kept clean and in good working order at the TENANT'S expense.

SECTION TEN FEES

TENANT agrees to pay all fees in accordance with the operation of Tenants use of leased property, such as, licenses, permits, etc.

SECTION ELEVEN UTILITIES

TENANT agrees to pay all utilities including electrical, gas, water, sewer, snow and trash removal.

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OCT 13 2015

NEBRASKA LIQUOR
CONTROL COMMISSION

**SECTION TWELVE
INSURANCE**

TENANT shall carry insurance to cover the contents in the building. TENANT shall also carry business liability, personal injury and property damage insurance. The LANDLORD is in no way responsible for loss or damage to the contents in this building, or for any bodily injury to any person that may occur on the property and will be held harmless from such claims by the TENANT.

**SECTION THIRTEEN
ALTERATION-ADDITIONS-IMPROVEMENTS**

TENANT must have written permission from LANDLORD prior to any remodeling, additions or improvements to the property. Anything that is attached to the building will become part of the building and will remain with the building at the end of this lease.

**SECTION FOURTEEN
DEFAULT AND BREACH**

The following shall constitute default: If TENANT shall fail to pay LANDLORD any rent when rent shall become due and shall not make payment within ten (10) days after notice thereof to TENANT. If TENANT shall fail to perform or comply with any of the conditions of this lease and if the nonperformance shall continue for a period of ten (10) days after notice thereof by LANDLORD to TENANT or if the performance cannot be reasonably had within the ten (10) day period and TENANT fails to diligently proceed to completion of performance.

If TENANT shall vacate or abandon the property for a period of seven (7) days or more, in addition to all other remedies available at law, any and all property left at that location will become the property of the LANDLORD.

The making of an assignment by TENANT for the benefit of creditors or the filing by TENANT or against TENANT of a petition in bankruptcy, the filing of any petition against TENANT for the foreclosure of any judgment lien against said leasehold, or the levy of any writ of execution upon said leasehold.

In the event of a default by the TENANT, LANDLORD may, in addition to any other remedy or right available at law, terminate this Agreement by delivery of written notice of termination upon TENANT.

**SECTION FIFTEEN
REDELIVERY OF POSSESSION**

Upon the expiration of the term of the Agreement, or upon termination of this Agreement in any other manner, TENANT will surrender possession and occupancy of said premises to LANDLORD without any other or further notice.

**SECTION SIXTEEN
ASSIGNMENT**

TENANT may not assign, sublet or permit occupancy of said premises by third persons without the prior written consent of the LANDLORD. Additional charges may apply.

**SECTION SEVENTEEN
LIABILITY OF LANDLORD**

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OCT 13 2015
NEBRASKA LIQUOR
CONTROL COMMISSION

TENANT shall be in exclusive control and possession of the property, and LANDLORD shall not be liable for any injury or damage to any property or to any person on or about the premises nor for any injury or damage to any property of TENANT. The provisions herein permitting LANDLORD to enter and inspect the premises are made to insure that TENANT is in compliance with the terms and conditions hereof and make repairs. If repairs required of TENANT are completed by LANDLORD, TENANT will pay to the LANDLORD for labor and material.

**SECTION EIGHTEEN
SPECIAL CIRCUMSTANCES**

J. L.

A. _____

LANDLORD TENANT

B. _____

LANDLORD TENANT

C. _____

LANDLORD TENANT

D. _____

LANDLORD TENANT

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OCT 13 2015
NEBRASKA LIQUOR
CONTROL COMMISSION

**SECTION NINETEEN
TOTAL AGREEMENT: APPLICABLE TO SUCCESSORS**

This Lease contains the entire agreement between the parties and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors and assigns.

**SECTION TWENTY
APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska and both parties agree that jurisdiction and venue for disputes arising out of this Agreement shall be in a Court of Dawson County, Nebraska.

The parties have read and fully understand and agree to all provisions of the Lease being executed the day, month and year above written at Lexington, Nebraska.

James E. Lauby 10-1-2015
James E. Lauby, Landlord Date

Gail D. Lauby, Landlord Date

Catherine Lauby 10-1-2015
Tenant Date

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OCT 13 2015

Tenant Date

State of Nebraska)
) ss.
County of Dawson)

NEBRASKA LIQUOR
CONTROL COMMISSION

The foregoing instrument was acknowledged before me this _____, day of _____, _____ A.D. By JAMES E. LAUBY, Landlord, Husband and GAIL D. LAUBY, Landlord each as a voluntary act and deed.

Notary Public

State of Nebraska)
) ss.
County of Dawson)

The forgoing instrument was acknowledged before me this _____, day of _____, _____ A.D. By the above named Tenant, each as a voluntary act and deed.

Notary Public

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OCT 13 2015

INSPECTION SHEET NEBRASKA LIQUOR
CONTROL COMMISSION

501

CONDITION OF GLASS

109

WINDOWS: GOOD

GOOD

DOORS: GOOD

GOOD

CONDITION OF FLOORS

CARPETS: TILE GOOD

GOOD

OTHER: _____

CONDITION OF WALLS

WALLS: GOOD

GOOD

CONDITION OF LIGHTS

LIGHTS: GOOD

GOOD

CONDITION OF HEAT AND COOL UNITS

HEATING UNITS: OK

OK

COOLING UNITS: OK

OK

CONDITION OF WATER HEATER

WATER HEATER: GOOD

CONDITION OF OUTSIDE OF BUILDING

AWINING: GOOD

NA

SIGNAGE: N/A

WALLS: GOOD

GOOD

Your request has been sent to the Vital Records office.

Your Credit Card has been authorized by your bank.
It will be charged when your request has been processed.

The application will be processed once we have received and accepted a readable copy of the requestor's current government-issued identification, such as a current driver's license, passport, military ID, or state ID.

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OCT 13 2015

September 29, 2015, 7:32 pm

**NEBRASKA LIQUOR
CONTROL COMMISSION**

The ID must be received in our office within three (3) business days

Your Confirmation Number is: 17228894

Use one of the following methods to submit the requestor's ID

- Use a Smartphone (or digital camera), take a photo of the requestor's ID, and email to: DHHS.VitalRecords@nebraska.gov
- Use a scanner, acquire a copy of the requestor's ID, and email to: DHHS.VitalRecords@nebraska.gov
- Fax a copy of the requestor's ID to (402) 742-2385

NOTE: Please enlarge 200% and lighten image before faxing

FOR YOUR PROTECTION PLEASE USE SECURE EMAIL WHEN SUBMITTING ID.

Acceptable image formats are .JPG, .BMP, .DOC, .PDF or .TIF

Please include the Confirmation Number provided when you have completed the application and the name(s) on the record.
You can print and include this page with your ID.

Thank you.

Hiland, Brenda

From: Hiland, Brenda
Sent: Tuesday, October 20, 2015 11:31 AM
To: 'MADELINESCAFE.LEX@GMAIL.COM'
Subject: Liquor License Application, Madeline's Cafe & Bakery, I-115407
Importance: High

Catherine,

I am reviewing your application for a liquor license. There are a few items required before I can proceed.

1. Your request for a Temporary Operating Permit has been denied. This may be reconsidered if and when proper documentation showing the purchase of the business is received. This must include the name of the business being sold.
2. A list of assets being sold with the business. I have received the liquor inventory list.
3. The lease of the premises must be in the name of the LLC.
4. Form 102, Page must be signed in front of a notary. Please complete this and return to me as soon as possible. We have a notary in our office available if necessary. <http://lcc.nebraska.gov/LicensingForms/102%20JUNE%202015%20LLC%20INSERT.pdf>

Please submit these required items to me with 5 business days. Please contact me with any questions.

Thank you,
Brenda Hiland
Licensing Division
Enforcement Coordinator
Nebraska Liquor Control Commission
(402) 471-2735
(402) 471-2814 fax
web: <http://www.lcc.nebraska.gov>
<https://www.facebook.com/NebraskaLiquorControlCommission>

STATE OF NEBRASKA

Pete Ricketts
Governor

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe 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 800 833-7252 (TTY)

October 29, 2015

Catherine Watson
Madeline's Café & Bakery LLC
208 Cherokee Rd
Lexington, NE 68850

RE: Application for Class I liquor license for Madeline's Café & Bakery

Dear Applicant:

The Nebraska Liquor Control Commission (NLCC) has forwarded a copy of your liquor application to the local governing body listed on the application. They shall hold a public hearing within 45 days after receipt of receiving the documentation for the purpose of making a recommendation for or against the issuance of your license. The local governing body must then return a recommendation back into the NLCC office. The Commission urges you to attend any hearing before your local governing body. **This entire application process may require approximately 60+ days.**

According to the statutes, no license shall be issued by the Commission until the expiration of the time allowed (10 days after receipt of the local recommendation at the NLCC office) for receipt of any objection requiring a hearing, such as citizen protests.

Also, prior to the issuance of this license all requirements must be met with the Nebraska State Fire Marshal and the Nebraska Department of Agriculture - Dairies & Foods Sanitation Division and Nebraska State Patrol. Any building or remodeling on the proposed premises prior to receiving a license is done at your own risk. Issued licenses are mailed to your local clerk for you to pick up and pay all appropriate fees. A liquor license is effective:

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

Upon your request a Temporary Operating Permit (TOP) was issued. The TOP must be displayed prominently on the wall until the new license has been issued and picked up from the clerk's office. The seller's liquor license has been terminated.

NEBRASKA LIQUOR CONTROL COMMISSION



Brenda Hiland
Licensing Division

cc: File

Janice Wiebusch
Commissioner

Bob Batt
Chairman

Bruce Bailey
Commissioner

Temporary Operating Permit

Nebraska Liquor Control Commission

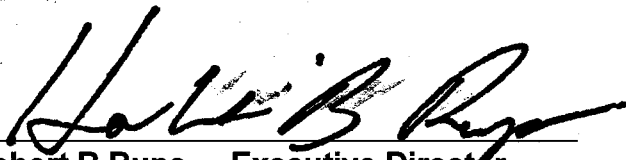
15 – 407
Class C

Issued: 10/29/2015 – Expires: 1/27/2016

Madeline's Café & Bakery LLC

DBA: Madeline's Café & Bakery, 501 N Washington St, Lexington, NE
68850

Description: Main floor of two story building approx 116' x 18'



Robert B Rupe - Executive Director
Nebraska Liquor Control Commission
301 Centennial Mall South, 5th Floor
Lincoln, NE 68509
(402) 471 – 2571



* NO EXTENSIONS OF THIS PERMIT WILL BE ALLOWED*

STATE OF NEBRASKA

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P.O. Box 95046
Lincoln, Nebraska 68509-5046
Phone (402) 471-2571
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TRS USER 800 833-7252 (TTY)

October 29, 2015

Lexington City Clerk
406 E 7th St
PO Box 70
Lexington, NE 68850-0070

RE: Liquor license Class I - 115407 for Madeline's Café & Bakery

Clerk:

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) Publicize one time not less than 7 days not more than 14 days prior to date of hearing.
- 2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose **NOT** to make a recommendation of approval or denial to our Commission.

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

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

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

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

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION



Brenda Hiland
Licensing Division

Enclosures

Janice Wiebusch
Commissioner

Bob Batt
Chairman

Bruce Bailey
Commissioner

An Equal Opportunity/Affirmative Action Employer

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: October 29, 2015

I, _____ Clerk of _____
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Sec. 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

Madeline's Café & Bakery LLC dba Madeline's Café & Bakery
501 N Washington St, Lexington / Dawson County, 68850
Application for Class I - 115407
45 days – 12/14/2015

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

Check one Yes _____ No _____

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one Yes _____ No _____

3. Date of hearing of Governing Body: _____

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

5. Motion was made by: _____ Seconded by: _____

6. Roll Call Vote: _____

Check one: The motion passed: _____ The motion failed: _____

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page if necessary)

SIGN HERE _____ DATE _____
clerks signature

RECEIPT

From: Brenda Hiland
Phone #: 402-471-2735
Fax #: 402-471-2814
Company Name: Nebraska Liquor Control Commission

To: Lexington City Clerk
Re: Madeline's Café & Bakery LLC
DBA: Madeline's Café & Bakery
Application #: I - 115407

PLEASE COMPLETE THE BOTTOM SECTION IMMEDIATELY UPON RECEIPT OF THIS APPLICATION AND FAX OR EMAIL THIS FORM BACK ACKNOWLEDGING THE RECEIPT OF THIS APPLICATION. PLEASE DATE STAMP IF THAT OPTION IS AVAILABLE. THANK YOU.

DATE OF RECEIPT

SIGNATURE

STATE OF NEBRASKA

Pete Ricketts
Governor

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe 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 800 833-7252 (TTY)

October 29, 2015

State Fire Marshal Office
Attn: Deb Mitchell
438 West Market Street
Albion, NE 68620

RE: New application for Madeline's Café & Bakery

An application has been made to this office for a retail liquor license for:

LICENSE #: Class I – 115407
LICENSEE NAME: Madeline's Café & Bakery LLC
TRADE NAME: Madeline's Café & Bakery
ADDRESS: 501 N Washington, Lexington / Dawson County 68850
PHONE: 308-324-9010
308-991-3727
EMAIL ADDRESS: madelinescafe.lex@gmail.com

Kindly advise the Licensing Division of the Liquor Control Commission if the premises meet the standards as set by your department.

MEETS REQUIREMENTS: YES _____ NO _____

Signed: _____

Report Due: 11/30/2015 - bh

Janice Wiebusch
Commissioner

Bob Batt
Chairman

Bruce Bailey
Commissioner

An Equal Opportunity/Affirmative Action Employer

STATE OF NEBRASKA

Pete Ricketts
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301 Centennial Mall South, 5th Floor
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Lincoln, Nebraska 68509-5046
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October 29, 2015

Department of Agriculture
Division of Dairies and Foods
301 Centennial Mall South – 4th Floor
Lincoln NE 68509

RE: New application for Madeline's Café & Bakery

An application has been made to this office for a retail liquor license for:

LICENSE #: Class I – 115407
LICENSEE NAME: Madeline's Café & Bakery LLC
TRADE NAME: Madeline's Café & Bakery
ADDRESS: 501 N Washington, Lexington / Dawson County 68850
PHONE: 308-324-9010
308-991-3727
EMAIL ADDRESS: madelinescafe.lex@gmail.com

Kindly advise the Licensing Division of the Liquor Control Commission if the premises meet the standards as set by your department.

MEETS REQUIREMENTS: YES _____ NO _____

Signed: _____

Report Due: 11/30/2015 - bh

Janice Wiebusch
Commissioner

Bob Batt
Chairman
An Equal Opportunity/Affirmative Action Employer

Bruce Bailey
Commissioner