

Pete Ricketts  
Governor

STATE OF NEBRASKA  
NEBRASKA LIQUOR CONTROL COMMISSION

**Hobert B. Rupe**  
Executive Director  
301 Centennial Mall South, 5<sup>th</sup> Floor  
P.O. Box 95046  
Lincoln, Nebraska, 68509-5046  
Phone (402) 471-2571  
Fax (402) 471-2814 or (402) 471-2374  
TSR USER 800-833-7252 (TTY)  
Web Address <http://www.lcc.nebraska.gov/>

# RECEIPT

From: Brenda Hiland

To: Lexington City Clerk

Re: MET Shortstop LLC

DBA: Mac's Shortstop

License #: D-125293

Please complete this page immediately and fax or email to us acknowledging you have received the application. Signatures are not required.

*Pamela Baruth*

\_\_\_\_\_  
Clerk's Name (Acknowledgement of receipt of the application)

*10/17/2022*

\_\_\_\_\_  
Date Received

Kim Lowe  
Commissioner

Bruce Bailey  
Chairman

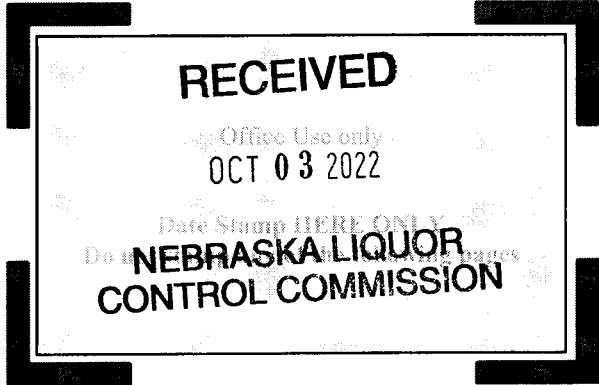
Harry Hoch  
Commissioner

# 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  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License Class: D

License Number:  
**125293**



**Office Use Only**

NEW REPLACING 0410705 TOP Yes / No  
Hot List Yes / No Initial: BH

## PLEASE READ CAREFULLY

See directions on the next page. 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.

APPLICANT NAME MET Shortstop, LLC

TRADE (DBA) NAME \_\_\_\_\_

PREVIOUS TRADE (DBA) NAME \_\_\_\_\_

CONTACT NAME AND PHONE NUMBER Jeffery Tappan 308-325-6255

CONTACT EMAIL ADDRESS jeff\_tappan\_21@21yahoo.com

Office use only	
PAYMENT TYPE <u>CK 3241</u>	
AMOUNT <u>\$400</u> RCPT _____	
RECEIVED: <u>10/3/22</u>	
DATE DEPOSITED <u>10/3/22</u>	



# DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
  - Individual License (Form 104)
  - Partnership License (Form 105)
  - Corporate License (Form 101 & Form 103)
  - Limited Liability Company (LLC) (Form 102 & Form 103)
    - Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
  - a. For residency enclose proof of registered voter in Nebraska
  - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
  - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
  - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
  - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
  - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
  - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

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

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)  
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31  
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY\*\*
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE\*\*  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES  NO
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY\*\*
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES  NO
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- 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 endorsement (Form 106 and \$100 application fee) expires with underlying retail license
- Class G Growler endorsement (Form 165 and \$300 application fee) – Class C licenses only

\*\*Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES  NO

**ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED**

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)**

Name Brian W. Copley Phone Number 308-324-5151  
Firm Name Heldt, McKeone & Copley  
Email address bcopley@hmlawoffices.com  
Should we contact you with any questions on the application? YES  NO

**PREMISES INFORMATION**

*Mac's*

Trade Name (doing business as) MET Shortstop, LLC

Street Address 1114 N Adams Street

City Lexington County Dawson Zip Code 68850

Premises Telephone number 308-324-7220

Business e-mail address \_\_\_\_\_

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

**MAILING ADDRESS (where you want to receive mail from the Commission)**

Check if same as premises

Name MET Shortstop, LLC

Street Address 1114 N Adams Street

City Lexington State NE Zip Code 68850

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

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.  
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS  
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)  
INDICATE THE DIRECTION OF NORTH

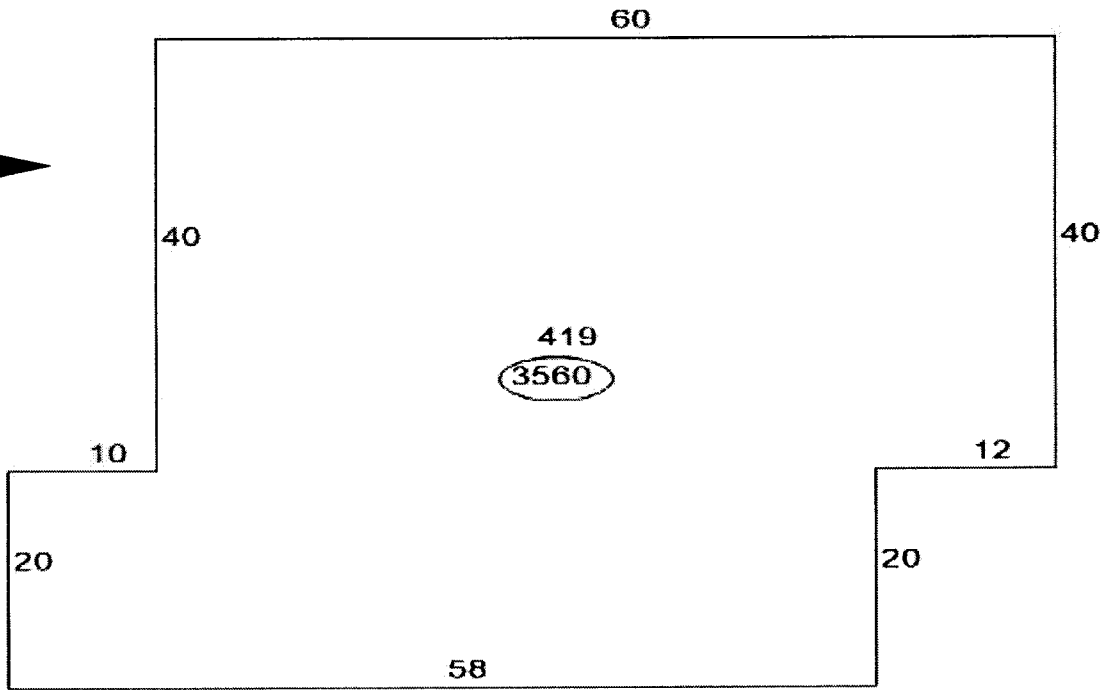
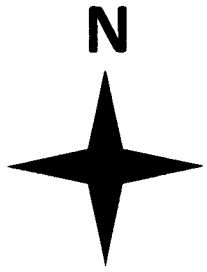
Building length 60 x width 60 in feet

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

Number of floors of the building 1

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



**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
Jeffery Tappan	2002	Lexington, NE	Stop sign violation	
Amy Tappan	None			

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

YES  NO

If yes, provide business name and license number \_\_\_\_\_

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

YES  NO

If yes, give name of business and liquor license number \_\_\_\_\_

**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)

a) Submit a copy of the business purchase 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 \_\_\_\_\_

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) Pinnacle Bank

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)

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**No silent partners** 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

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 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 (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

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9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

YES  NO

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

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

Pinnacle Bank - Lexington, NE      Authorized - Jeffery Tappan and Amy Tappan

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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.

None.



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

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Jeff - None		
Amy - None		

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Jeff Tappan/Assistant Manager	08/2002 to 07/2020	Plum Creek Market Place - 1411 Plum Creek Parkway Lexington, NE 68850
Jeff Tappan/Bartender	2008 to 2012	Overton Golf Course - 75314 Rd 441 Overton, NE 68863
Manager/Jeff Tappan	07/2020 to Present	Nebraskaland Truck Stop - 3004 Plum Creek Parkway Lexington, NE 68850

13. If the property 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 be in the name of applicant as owner or lessee**

Lease expiration date \_\_\_\_\_  
 Deed \_\_\_\_\_  
 Purchase Agreement

14. When do you intend to open for business? November 15, 2022

15. What will be the main nature of business? Gas Station, Grocery, Beer and Liquor Sales

16. What are the anticipated hours of operation? 5am to 10pm

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 CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Lexington, NE	2007	2018	Lexington, NE	2012	2018
Cozad, NE	2018	2019	Cozad, NE	2018	2019
Lexington	2019	Present	Lexington, NE	2019	Present

If necessary, attach a separate sheet

**PERSONAL OATH AND CONSENT OF INVESTIGATION**

**SIGNATURE PAGE -**

**PLEASE READ CAREFULLY**

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.

***Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

**Must be signed by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public (YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

\_\_\_\_\_  
Signature of **APPLICANT**  
(Do not sign until in the presence of the Notary Public)  
Jeffery Tappan  
Printed Name of **APPLICANT**

\_\_\_\_\_  
Signature of **SPOUSE**  
(Do not sign until in the presence of the Notary Public)  
Amy Tappan  
Printed Name of **SPOUSE**

State of Nebraska, County of Dawson

State of Nebraska, County of Dawson

The foregoing instrument was acknowledged before me this  
September 26, 2022  
(Date)

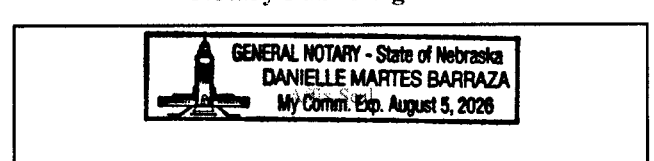
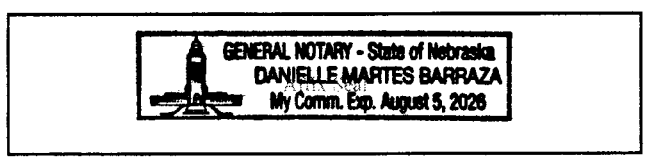
The foregoing instrument was acknowledged before me this  
September 26, 2022  
(Date)

By Jeffery Tappan  
Name of person(s) signing document in front of Notary

By Amy Tappan  
Name of person(s) signing document in front of Notary

Danielle Martes Barraza  
Notary Public Signature

Danielle Martes Barraza  
Notary Public Signature



**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](http://www.lcc.nebraska.gov)

Office Use

**RECEIVED**

OCT 03 2022

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

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

Name of Registered Agent: Jeffery Tappan

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

MET Shortstop, LLC

LLC Address: 1114 N Adams St

City: Lexington

State: NE

Zip Code: 68850

LLC Phone Number: \_\_\_\_\_ LLC Fax Number \_\_\_\_\_

Name of Managing/Contact Member

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

Last Name: Tappan

First Name: Jeffery

MI: J

Home Address: 1114 N Adams St

City: Lexington

State: NE

Zip Code: 68850

Home Phone Number: 308-325-6255

Signature of Managing/Contact Member

**ACKNOWLEDGEMENT**

State of Nebraska  
County of Dawson

Date September 26, 2022

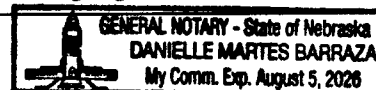
Notary Public Signature

Danielle Martes Barraza

The foregoing instrument was acknowledged before me this

by Jeffery Tappan  
name of person signing document in front of notary

Affix Seal



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

Last Name: Tappan First Name: Jeffery MI: J

Spouse Full Name (indicate N/A if single): Amy Lynn Tappan

Percentage of member ownership 50%

Last Name: Tappan First Name: Amy MI: L

Spouse Full Name (indicate N/A if single): Jeffery James Tappan

Spouse Social Security Number: 505-15-8335 Date of Birth: 07/16/1964

Percentage of member ownership 50%

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 \_\_\_\_\_

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 \_\_\_\_\_

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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 \_\_\_\_\_

---

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

YES

NO

If yes, complete controlling corporation insert form 185

---

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

Starting Date: January

Ending Date: December

---

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. \_\_\_\_\_

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.  
A ten day advance period is requested in writing to produce the alternate format.

# Nebraska Secretary of State

## MET SHORTSTOP, LLC

Wed Oct 5 11:24:19 2022

**SOS Account Number**

2208164609

**Status**

Active

**Principal Office Address**

No address on file

**Registered Agent and Office Address**

JEFF TAPPAN

2104 N. POLK ST.

LEXINGTON, NE 68850

**Designated Office Address**

2104 N. POLK ST.

LEXINGTON, NE 68850

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Aug 19 2022

**Next Report Due Date**

Jan 01 2023

### Filed Documents

Filed documents for MET SHORTSTOP, 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).

Document	Date Filed	Price	
Certificate of Organization	Aug 19 2022	\$0.45 = 1 page(s) @ \$0.45 per page	<input type="button" value="Purchase Now"/>

### 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**

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

**Certificate of Good Standing - USPS Mail Delivery**

**\$10.00**

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)



**CERTIFICATE OF ORGANIZATION**  
**MET SHORTSTOP, LLC**

I, the Undersigned, desiring to form a Limited Liability Company pursuant to the Nebraska Uniform Limited Liability Company Act of the State of Nebraska, do hereby certify:

1. The name of the firm under which the Limited Liability Company is to be conducted is:

"MET Shortstop, LLC"

2. The address of the Limited Liability Company's designated office is:

2104 N. Polk St.  
Lexington, NE 68850

3. The name and address of the Agent for service of process is:

Jeff Tappan  
2104 N. Polk St.  
Lexington, NE 68850

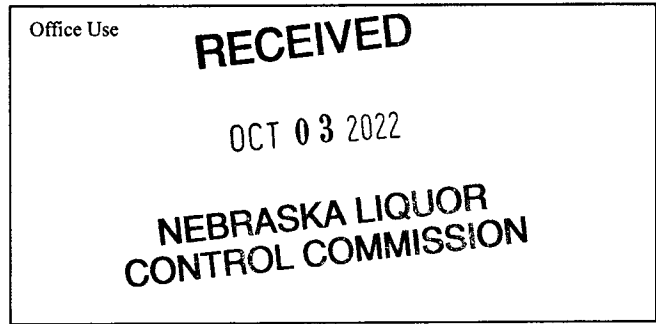
**IN WITNESS WHEREOF**, the Undersigned has executed this Certificate this

15 day of August, 2022.

  
\_\_\_\_\_  
JEFF TAPPAN, Organizer

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED**

**MANAGER MUST:**

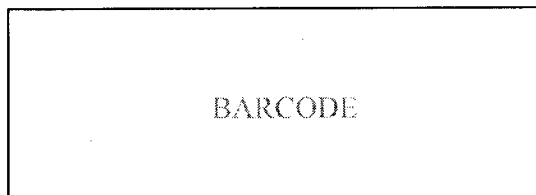
- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, 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 or print document from Secretary of State website 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, read form carefully to avoid delays in processing, 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**

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

Office Use

**MUST BE:**

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

**Corporation/LLC information**

Name of Corporation/LLC: MET Shortstop, LLC

**Premise information**

Liquor License Number: \_\_\_\_\_ Class Type \_\_\_\_\_ (if new application leave blank)

Premise Trade Name/DBA: \_\_\_\_\_

Premise Street Address: 1114 N Adams St

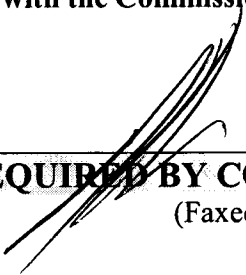
City: Lexington County: NE Zip Code: 68850

Premise Phone Number: 308-324-7220

Premise Email address: \_\_\_\_\_

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. To see authorized officers or members search your license information [here](#).

**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**  
(Faxed signatures are acceptable)



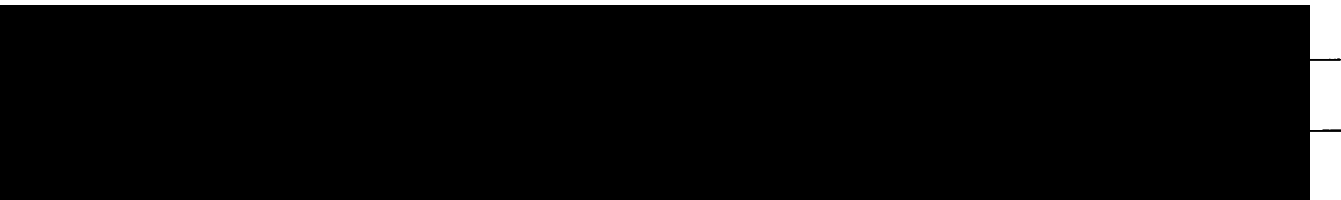
**Manager's information must be completed below PLEASE PRINT CLEARLY**

Last Name: Tappan First Name: Jeffery MI: J

Home Address: 2104 Polk St

City: Lexington County: Dawson Zip Code: 68850

Home Phone Number: 308-325-6255



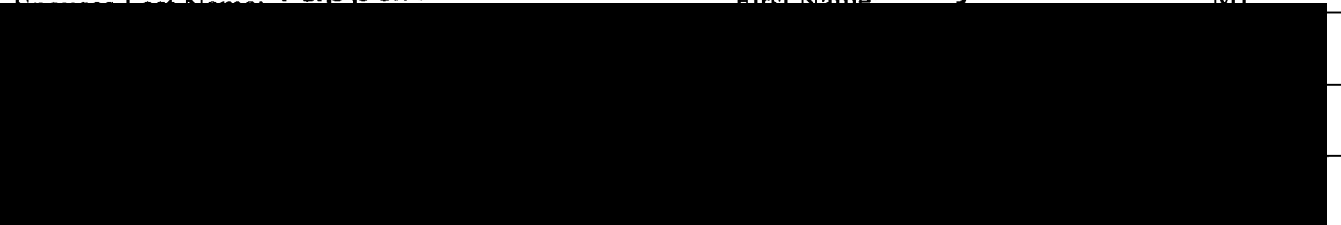
Email address: jeff\_tappan\_21@yahoo.com

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

YES  NO

**Spouse's information**

Last Name: Tappan First Name: Amy MI: L



**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	2007	2018	Lexington, NE	2012	2018
Cozad, NE	2018	2019	Cozad, NE	2018	2019
Lexington, NE	2019	Present	Lexington, NE	2019	Present

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2002	2020	Plum Creek Market Place	Barry Carpenter	308-325-6773
2020	Present	Nebraskaland Truck Stop	Travis Wright	308-746-6484

**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, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. 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
Jeffery Tappan	2002	Lexington, NE	Stop Sign Violation	

**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):**

\_\_\_\_\_

**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

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

\*NLCC Training Certificate Issued: \_\_\_\_\_ Name on Certificate: \_\_\_\_\_

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
None.		

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Jeffery Tappan/Assistant Manager	08/2002-07/2020	Plum Creek Market Place & 1411 Plum Creek Parkway, Lexington, NE 68850
Jeffery Tappan/Bartender	2008-2012	Overton Golf Course & 75314 Rd 441 Overton, NE 68863
Jeffery Tappan/Manager	07/2020-Present	Nebraskaland Truck Stop & 3004 Plum Creek Parkway, Lexington, NE 68850

5. Have you enclosed form 147 regarding fingerprints?

YES       NO

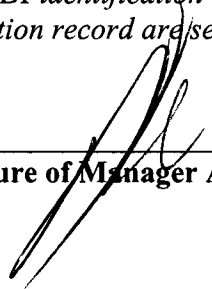
**PERSONAL OATH AND CONSENT OF INVESTIGATION**

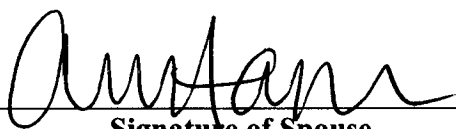
The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. 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.

***Applicant Notification and Record Challenge:*** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

  
\_\_\_\_\_  
Signature of Manager Applicant

  
\_\_\_\_\_  
Signature of Spouse

**ACKNOWLEDGEMENT**

State of Nebraska  
County of Dawson The foregoing instrument was acknowledged before me this

September 26, 2022 by Jeffery Tappan and Amy Tappan  
date NAME OF PERSON BEING ACKNOWLEDGED

  
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.



[Back to Lookup](#) / [Registrant Detail](#)

# Jeffery J Tappan

Political Party  
**Republican**

Precinct  
**Lex 2nd 013**

## Election Details

11/08/2022 2022 General Election

We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

## Polling Location

**Lex 2nd 013**

📍 Grace Lutheran Church Lexington, NE 68850



## Ballot Styles

Lex 2nd Sp 2

## Districts

Hide

### Board of Regents

Board of Regents District 7

### City Council (Ward)

City of Lexington, NE

### Community College District

Central Com College At Large  
Central Com College Dist 2

### County Board (Commiss./Superv)

Commissioner 2 (Lexington 2)

### ESU District

ESU 10 District 9

### Hospital Board

Hospital 1

### Judge of Appeals Court Dist.

Appeals Court Judge Dist 6

### Judge of County Court Dist.

County Judge Dist 11

### Judge of District Court Dist.

District Judge, Dist 11

### Judge of Supreme Court Dist.

Supreme Court Judge Dist 6

### Legislative District

Legislative District 44

### Natural Resources District

Central Platte NRD At Large  
Central Platte NRD SubD 2

### Public Power District

### Public Service Comm District

### School District



Central NE PPD Dawson  
Nebraska PPD SubD 6

PSC District 5

Lexington Public Schools

---

**State Board of Education**

State Board of Education Dist7

**U.S. Congressional District**

U.S. Congressional District 3

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[Back to Lookup](#) / [Registrant Detail](#)

# Amy Lynn Tappan

Political Party  
**Democratic**

Precinct  
**Lex 2nd 013**

## Election Details

11/08/2022 2022 General Election

We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

## Polling Location

**Lex 2nd 013**

📍 Grace Lutheran Church Lexington, NE 68850



## Ballot Styles

Lex 2nd Sp 2

## Districts

Hide

### Board of Regents

Board of Regents District 7

### City Council (Ward)

City of Lexington, NE

### Community College District

Central Com College At Large  
Central Com College Dist 2

### County Board (Commiss./Superv)

Commissioner 2 (Lexington 2)

### ESU District

ESU 10 District 9

### Hospital Board

Hospital 1

### Judge of Appeals Court Dist.

Appeals Court Judge Dist 6

### Judge of County Court Dist.

County Judge Dist 11

### Judge of District Court Dist.

District Judge, Dist 11

### Judge of Supreme Court Dist.

Supreme Court Judge Dist 6

### Legislative District

Legislative District 44

### Natural Resources District

Central Platte NRD At Large  
Central Platte NRD SubD 2

### Public Power District

### Public Service Comm District

### School District

Central NE PPD Dawson  
Nebraska PPD SubD 6

PSC District 5

Lexington Public Schools

**State Board of Education**

State Board of Education Dist7

**U.S. Congressional District**

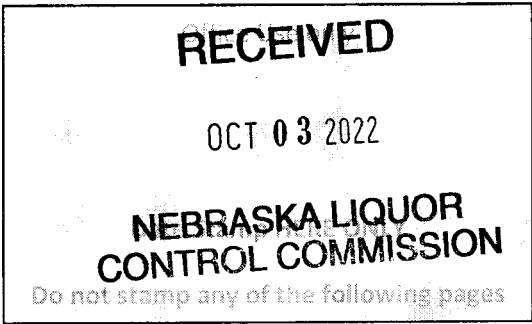
U.S. Congressional District 3

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**PRIVACY ACT STATEMENT/  
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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:  
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the **NSP PayPort** online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN 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 may be released to the applicants;  
***Fingerprint cards should be submitted with the application.***

***Applicant Notification and Record Challenge:*** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name Macs Short Stop

Name of Person Being Fingerprinted: Jeffery Tappan

Date fingerprints were taken: 9/16/2022

Location where fingerprints were taken: Lexington, NE

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # 3212

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



**PRIVACY ACT STATEMENT/  
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

Office Use only

Date Stamp HERE ONLY

Do not stamp any of the following pages

**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:  
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the **NSP PayPort** online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN 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 may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

*Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.*

\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name Macs Short Stop

Name of Person Being Fingerprinted: Amy Tappan

Date fingerprints were taken: 9/16/2022

Location where fingerprints were taken: Lexington, NE

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # 3242

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES



SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

# Annual Plan

Increase grocery sales by 1%

$$\$983,718 \times .01 = \$9837.18$$

Increase Liquor sales by 1%

$$\$84,888 \times .01 = \$848.88$$

Increase Beer sales

Expand in Meat/Produce to increase sales

Cut Hiland Dairy (Can increase profits from somewhere between 30¢ to 50¢ per unit of milk, can increase ice cream sales)

Cut Village uniforms, Sirius xm radio, Culligan and advertising

Advertise more on Facebook

Payroll will likely go up 10%

$$\$229,249 - \$78,000 = \$151,249$$

$$\$151,249 \times .10 = \$15,124.90$$

# 5 Year Plan

Paint the exterior

Fix the rock on the exterior

Paint fuel islands

New flooring in the store

New integrated computer/register system

Parking lot

# 10 Year Plan

Tear out car wash

Expand Store to include a dock and backroom for storage

Increase in square footage will allow for more coolers(meat, beer, produce), grocery aisles and more displays

## ASSET PURCHASE AGREEMENT

THIS AGREEMENT (hereinafter referred to as "the Agreement") is entered into on Sept. 8, 2022, by and between **ONE STOP, L.L.C., a Nebraska Limited Liability Company** (hereinafter referred to as "Seller"), and **JEFF TAPPAN and AMY TAPPAN and MET SHORTSTOP, LLC, a Nebraska Limited Liability Company**, (hereinafter referred to as "Buyer").

### WITNESSETH:

WHEREAS, Seller is the owner of certain assets used in the operation of a grocery store and car wash business, including real estate and permanent improvements, said business known as "Mac's Short Stop" located at 1114 N. Adams Street, Lexington, NE 68850, and Seller and Buyer have reached an understanding pursuant to which Buyer shall purchase from Seller those assets and business, all under the terms and conditions hereinafter set forth; and

WHEREAS, the parties hereto desire to set forth certain representations, warranties, covenants and agreements made as an inducement to the execution and delivery of this Agreement and to set forth certain conditions' precedent to the sale and purchase of those assets and the business as contemplated in this Agreement.

NOW, THEREFORE, in consideration of these premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### ARTICLE 1 - Purchase and Sale of Assets and Business.

1.1 Purchase and Sale of Assets and Business. At the Closing (as defined in Section 1.10), subject to the terms and conditions set forth in this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller, with the exceptions set forth hereinafter, all of Seller's assets and business as a going concern, including the following:

(a) Real Estate and Improvements located generally at 1114 N. Adams Street, Lexington, Dawson County, Nebraska being all the real estate and improvements owned by Seller at that address and legally described as:

**Lots 1, 2, and 3, and the North 12 feet of Lot 4, Block 5, in MacColl and Leflang's Second Addition to the Original Town of Plum Creek, now City of Lexington, Dawson County, Nebraska.** Hereinafter known as "Real Estate".

(b) All of the improvements, fixtures, equipment, furniture, supplies and tangible personal property of every kind and nature owned, used in, located on, or necessary for the operation of Mac's Short Stop;

- (c) All inventories (whether or not allocated to contracts in process), including without limitations liquor, food, gasoline, and all other merchandise located on the Real Estate and/or which have been ordered and purchased by the Seller and are in transit to the Seller at the time of the Closing;
- (d) All patents, trademarks, service marks, trade names and trade styles all logos, drawings, technical data, product specifications, transferable computer software, source codes, object codes, computer files, programs, blueprints, trade secrets and other proprietary rights and all goodwill associated therewith to the extent owned by Seller;
- (e) All rights against suppliers of inventory or other goods or services, including without limitation any express or implied warranties and any entitlement to volume or other discounts or rebates;
- (f) All authorizations, permits, franchises and licenses related to the Business;
- (g) All marketing plans, marketing manuals, sale materials, promotional materials, catalogues and advertising and marketing literature and materials;
- (h) All business records and files, including without limitation mailing lists, sales information, customer and supplier records, cost and pricing information, billing records, employment and personnel records (subject to applicable laws) and other records (including without limitation those maintained on computer tapes disks or other computer retrievable formats), in each case whether maintained by the Seller or by others for the Seller, and the Seller's main telephone number and post office boxes at which the Seller received correspondence or remittances from customers.

all of which are hereinafter referred to as "Seller's Assets and Business".

1.2 Assumption of Liabilities. At the Closing the Buyer will assume and become responsible for the following liabilities and obligations of the Seller arising from operation of the Business: All liabilities of Buyers (current, long-term and contingent), whether or not reflected in its financial statements, incurred by Buyers from and after the Closing shall be the sole responsibility of Buyers. Buyers will indemnify and hold Sellers harmless from all liabilities (including reasonable attorneys' fees in defending against claims) arising out of claims by third-parties relating to acts or occurrences on, at, or with respect to the Property which occur on or after the Closing unless such claims relate to acts by Sellers or their agents.

1.3 Exclusion of Liabilities. Except as specifically assumed pursuant to Section 1.2, the Buyer will not assume or be responsible for any obligation or liability of the Seller, and the Seller will continue to be responsible for all its obligations and liabilities, which are known or



unknown, fixed or contingent, liquidated or unliquidated and secured or unsecured, arising at or prior to, the Closing, whether or not related to the Business and whether or not disclosed to the Buyer (collectively, the "Excluded Liabilities"). Without limiting the generality of the foregoing, the Excluded Liabilities include any obligations or liabilities of the Seller (unless otherwise assumed pursuant to Section 1.2):

- (a) Constituting indebtedness, including without limitation obligations or liabilities on account of borrowed money, the deferred purchase price of any property, letters of credit or guaranties;
- (b) For federal, state, local or foreign taxes arising out of or relating to the operation of the Business by Seller or any activity or event occurring or condition or state of facts existing at or prior to the date of Closing or arising out of, resulting from, or incident to, the consummation of the transactions contemplated by this Agreement;
- (c) Arising out of or relating to any actual or alleged breach or failure to perform by the Seller prior to the Closing Date, or any other person or entity for which the Seller may be liable, under any contract, commitment, arrangement or understanding;
- (d) Resulting from any violation by the Seller, or any other person or entity for which the Seller may be liable, of any legal duty or any applicable federal, state, local or foreign law, statute ordinance, rule, regulation, judgment, order or decree, including without limitation any Environmental Laws;
- (e) Relating to any condition, event, action or situation occurring or existing prior to the Closing Date for which liability under any Environmental Law may arise;
- (f) To any present or former stockholder, officer or director of the Seller;
- (g) To any present or former employee of the Business (or their dependents or beneficiaries) for matters arising before the Closing Date, including without limitation obligations for wages, bonuses, employee benefits, fringe benefits, vacation or holiday pay, severance pay or worker's compensation, or under any federal state, local or foreign law, statute, ordinance, rule or regulation relating to employment;
- (h) Relating to any accounts payable, note payable or other payable that is not reflected on the books of Business to any affiliate of the Seller.
- (i) Relating to any litigation pending or threatened against the Seller or Business;
- (j) Relating to any activities or businesses of the Seller or any of its predecessors other than the Business;

The Seller agrees to pay and discharge all Excluded Liabilities in accordance with the terms

thereof.

1.4 Encumbrances. The within sale and transfer of Seller's Assets and Business shall, at the time of Closing, or shortly thereafter, be free and clear of all obligations, security interests, liens and encumbrances whatsoever.

1.5 Purchase Price. The purchase price to be paid by Buyer to Seller for the sale and transfer of Seller's Assets and Seller's Business to Buyer, in accordance with the provisions of this Agreement, is the sum of SEVEN HUNDRED FIFTY THOUSAND DOLLARS and 00/100ths (\$750,000.00). The purchase price shall be payable as follows:

(a) \$2,500.00. Earnest Money upon the execution of this Agreement to be paid to Heldt, McKeone & Copley, 710 N. Grant, Lexington, Nebraska, to be held in escrow and paid to Seller on Closing Date as a credit on the purchase price.

(b) At the time of Closing the Buyer shall pay to Seller the sum of \$747,500.00.

(c) Inventory will be determined at Closing and shall be due and payable within fifteen (15) days of Closing. Inventory shall be valued based on the cost to purchase said inventory by Seller ("Wholesale").

(d) The allocation of the Purchase Price for the Real Estate, Improvements, and Personal Property shall be as follows:

Real Estate	\$400,000.00
Remaining Assets Sold Hereunder	\$350,000.00

1.6 Cash Adjustments. There shall be cash adjustments in the purchase price at the Closing for the following:

(a) As a cash payment by Buyer to Seller, any amounts in the cash register or identified as petty cash on hand as of the time of Closing;

1.8 Taxes, Accounts Payable, Supplies and Utilities. Seller shall pay for all pay roll taxes and similar employee related items up to the effective time of the transfer of Seller's Assets and Business (as defined in Section 1.10), and Buyer shall pay for all pay roll taxes and similar employee related items beginning as of the effective time of the transfer of Seller's Assets and Business (as defined in Section 1.10). Personal property taxes, sales taxes and other taxes, membership dues, advertising, and licenses and permits to the State, Federal, or applicable local government entity, and accounts payable shall be prorated between Seller and Buyer as of the effective time of the transfer of Seller's Assets and Business (as defined in Section 1.10). The parties further agree that Seller shall pay for all supplies, utilities and all other charges which have been made or may be charged against Seller's Assets and Business up to the effective time of the transfer of Seller's Assets and Business (as defined in Section 1.10), and Buyer to pay for all such

supplies, utilities and other charges beginning as of the effective time of the transfer of Seller's Assets and Business (as defined in Section 1.10).

1.9 Physical Possession of Seller's Assets and Business. Physical possession of Seller's Assets and Business shall be delivered to Buyer at the time of Closing. Seller agrees to furnish Buyer with copies of any records concerning Seller's Assets and Business that are in their possession and/or agrees to assist Buyer in securing any applicable records relative to the past and present operation of the business so as to assist Buyer in an orderly and continuous transition of the ownership of Seller's Assets and Business.

1.10 Closing. The Closing shall take place on or about December 30, 2022, or such other date and time as may be mutually agreed to by the parties, at HELDT, MCKEONE & COPLEY LAW OFFICES (with the effective time of the transfer of Seller's Assets and Business to be at 12:01 a.m. on the day agreed upon by Buyer and Seller), or at such other time and place as Seller and Buyer shall mutually agree. Following Closing, Buyer is authorized to open all mail addressed to Mac's Short Stop unless such mail is marked personal. Any mail so marked and any mail intended to be sent to Seller personally which does not affect or concern the conduct of Seller's Assets and Business being transferred hereunder shall be forwarded by Buyer to Seller immediately.

## **ARTICLE 2 – Buyer's Rights including Contingencies**

2.1 Buyer's Rights of Inspection, Loan Approval, and Cancellation. Buyer may inspect or cause to be inspected the condition the Sellers Assets and Business as follows:

- (a) Buyer may make a written request of Seller for the following documents and materials needed from Seller for inspection and evaluation (collectively, "Due Diligence Materials"), to the extent the same exist and are in Seller's possession and control: (i) 2019, 2020, and 2021 federal and state tax returns for the business (ii) copies of all lease agreements and any amendments thereto for personal property located on the premises (iii) any environmental studies or reports (iv) operating statements for the year 2021 and 2022, if available (v) any surveys, occupancy permits, service and maintenance contract, and pleadings or other documentation relating to any litigation affecting the Seller's Assets and Business. Upon receiving this written request from Buyer, Seller shall deliver any such documents or materials requested within fifteen (15) days of Buyer's request. After all documentation and materials have been delivered to Buyer, Buyer may cancel this Agreement for any reason, at the sole discretion of Buyer, within Thirty (30) days after receiving all documents and materials from Seller.
- (b) Buyer may cancel this Agreement in the event that Buyer does not obtain a loan approval from a qualified lending institution, after good faith efforts to secure the same.

- (c) Buyer may cancel this Agreement in the event that Seller's Assets and Business sold hereunder do not appraise at a minimum of \$750,000.00.
- (d) Buyer shall have received approval for Associate Wholesale Grocers to become an authorized member.
- (e) Buyer shall have received Liquor Permit.
- (f) Seller shall allow Buyer, or Buyer's representatives, access or provide documents for review, whichever the case may be, to the Real Estate and Personal Property, at all reasonable times and for review, whichever the case may be, to the Real Estate and Personal Property, at all reasonable times and cooperate with Buyer's efforts to conduct the inspections permitted herein, including any requests for physical inspection of the Real Estate and Personal Property by Buyer or Buyer's agents.

### **ARTICLE 3 - Transfer of Real Estate**

3.1 **Title and Possession.** Seller agrees to deliver at Closing a general Warranty Deed to the Real Estate conveying to Buyer marketable title to the Real Estate, free and clear of all mortgages, deeds of trusts, encumbrances, liens, statutory rights, assessments, covenants, charges or adverse claims of any kind or character whatsoever, except for easements and restrictions of record that are acceptable to Buyer and its counsel. Seller shall deliver possession to the Real Estate to Buyer at the time of Closing.

3.2 **Title Insurance.** Seller and Buyer shall obtain a title insurance commitment on the Real Estate, issued by HELDT, MCKEONE & COPLEY. The title insurance commitment will show marketable title to the Real Estate in Seller in accordance with the terms and conditions of this Agreement, and shall agree to insure title in Buyer and for the benefit of Buyer's lender, if any, in the amount of the price allocated to the Real Estate following Closing in conformity herewith. Title standards approved by the Nebraska State Bar Association as of the date of the title insurance commitment shall serve as a guide to marketability of title. Seller agrees to execute, upon request of the Title agent, a Nebraska Marketable Title Affidavit.

3.3 **Taxes, Assessments and Other Costs.** All taxes related to the Real Estate for 2021 and all prior years shall be paid by Seller at or prior to closing. Any tax related to the Real Estate for 2022 shall be prorated to the date of Closing based on the most recent property valuation and the most recent mill levy. Any special assessment arising out of any improvement completed or under construction prior to Closing, whether then levied or unlevied, assessed or unassessed, shall be borne by Seller. Seller shall pay any and all transfer taxes, documentary revenue stamp taxes, or similar fees which are payable upon the recording of the Warranty Deed from Seller to Buyer.

3.4 **Brokers.** Seller and Buyer have not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Seller or Buyer to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated

hereby, and Seller or Buyer is not aware of any claim or basis for any claim for payment of any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby.

3.5 Special Assessments and Liens. No costs or expenses of any kind or character whatsoever associated with the construction or maintenance of any street, sidewalk, parking area or utility improvement surrounding or serving the area adjacent to the Real Estate, including, without limitation, the costs and expenses attributable to paving, extension of water, sanitary sewer, storm sewer lines, street and parking lot lighting, street signs, engineering design and city engineering will be assessed against the Real Estate.

3.6 "As Is". Seller has sold the Real Estate "AS IS", making no representations or warranties concerning it of any kind or nature.

3.7 Contracts. Seller is not a party to any contract, written or oral, which will give rise to a lien (including but not limited to, construction lien, mechanic's lien, storage and repair lien), or other encumbrances on the Real Estate or improvements.

3.8 Disputes. Seller has no knowledge of any fence disputes, boundary disputes, water disputes, or drainage disputes, existing, actual or threatened, special assessments, taxes, or condemnation proceedings concerning the Real Estate.

3.9 Pollution. No hazardous or toxic material, substance, pollutant, contaminant, waste, asbestos, or petroleum product has been released into the environment, discharged, placed or disposed of at, near, or on the Real Estate. The Real Estate has not been used at any time by any person as a landfill or waste disposal site. No claims litigation, administrative proceedings, are pending or threatened, and no judgments or orders have been entered relating to any hazardous substance, hazardous waste, as defined by the Resource Conservation Recovery Act, as amended, 42 U.S.C. §§6901 et seq., or the Comprehensive Environmental Response, Compensation and Liability Act, as amended 42 U.S.C. §§6901 et seq., has been generated, manufactured, refined, transported, treated, stored, handled or disposed of on, at or near the Real Estate.

3.10 Survey. Buyer is purchasing the Real Estate without the requirement of a survey. Buyer has personally inspected the Real Estate and accepts it with its existing boundaries and borders. Should Buyer choose to obtain a survey of the Real Estate, Buyer would incur all the costs of such survey.

3.11 Risk of Loss. All risk of loss or damage to the property by fire or other casualty until the delivery of the deed is assumed by the Seller, and in such event, the Buyer shall have the right and option to cancel this Agreement and receive all monies paid under the Agreement.

#### **ARTICLE 4 - Transfer of Business Name, Telephone Number, and Business Assets**

4.1 Transfer of Name, Telephone Number and Website . Following Closing, Buyer shall own and is hereby authorized to use the name and number of the **Mac's Short Stop**, and Seller assigns all rights to use such name and number to Buyer.

**ARTICLE 5 - Conduct of Business Pending Closing.**

5.1 Seller's Duties. Seller covenants, represents and warrants in favor of Buyer that pending completion of the Closing, unless otherwise mutually agreed to in writing:

- (a) Seller shall not engage in any sale or enter into any transaction, contract or commitment, or incur any liability or obligation, or make any disbursement, not in the ordinary course of business. Seller shall maintain inventory in the normal course of business.
- (b) Seller shall not sale or transfer any interest in the business.
- (c) Seller shall not engage in any action or fail to act where the result is likely to interfere with the completion of the transactions herein contemplated.
- (d) Seller shall not subject any of its assets, tangible or intangible, to any lien of any kind, exclusive of liens arising as a matter of law.
- (e) Seller shall not increase or enhance the compensation payable to any employee of Seller, except for regularly scheduled wage adjustments to employees in amounts consistent with past practice.
- (f) Seller shall carry and continue in force through the Closing such property, worker's compensation, liability and other insurance as Seller currently carries.
- (g) Seller shall use its best effort to preserve the business organization and all equipment and records thereof in good order and shall use its best efforts to keep available for Buyer all the present employees of Seller and preserve for Buyer the good will of suppliers, customers and others having business relationships with Seller.
- (h) Seller shall repair and maintain Seller's Assets in a good state of repair, ordinary wear and tear excepted, and Seller shall not dispose of any of such items without the consent of Buyer.
- (i) Seller shall maintain its normal advertising rates.
- (j) Seller shall allow, at all reasonable times upon reasonable notice, Buyer and its attorneys, auditors, accountants and other authorized representatives and their lenders, to have access to Seller's Assets and Business, financial records, tax returns, all working papers, books of account, purchase orders, receipts, and other

business records.

(k) Seller shall comply with all regulations and laws applicable to it in the conduct of its business.

(l) Seller shall promptly notify Buyer of any lawsuits, claims, proceedings or investigations that may be threatened, brought, asserted, or commenced against Seller or its managers or members.

5.2 Buyer's Duties. Buyer covenants, represents and warrants in favor of Seller that pending completion of the Closing, unless otherwise mutually agreed to in writing, Buyer shall use its best effort to preserve Seller's Assets and Business and use its best efforts to keep available for Seller all the present employees of Seller and preserve for Seller the good will of suppliers, customers and others having business relationships with Seller.

5.3 Data on Employees; Accrued Benefits. Before Closing, Seller shall deliver to Buyer a true and complete schedule of employees listing all persons employed by Seller, showing as to each, the nature of the employee's job, age, years of service, and the amount or rate of compensation. Prior to Closing, Seller shall pay to its employees all accruals of vacation, sick leave, retirement benefits, and any other benefits due the employee.

#### **ARTICLE 6- Seller's Liabilities.**

6.1 No Assumption of Liabilities. Seller acknowledges that Buyer is acquiring Seller's Assets and Business hereunder without any assumption of Seller's liabilities, except as set forth in Section 1.2. Specifically, all liabilities of Seller, whether existing or contingent or whether related to any business liability, income taxes, payroll taxes or any other type of taxes, wages, or other payables or liabilities, incurred or arising prior to Closing, shall be the responsibility of Seller. All liabilities arising after Closing shall be the responsibility of Buyer.

6.2 Claims. Seller will hold Buyer harmless and hereby indemnifies Buyer from any and all claims, obligations, debts, damages, liabilities, and federal and state income and other taxes which relate to Seller's conduct of the business through Closing, and there is no pending tax claim or dispute on taxes which might result in a lien against Seller's Assets and Business. Buyer will hold Seller harmless and hereby indemnifies Seller from any and all claims, obligations, debts, damages, liabilities, and federal and state income and other taxes relating to the conduct of the business after Closing.

#### **ARTICLE 7 - Representations and Warranties of Seller.**

7.1 Organization and Qualification. Seller is a Nebraska LLC duly organized, validly existing and in good standing under the laws of the State of Nebraska and is qualified to do business in the State of Nebraska. Further, Seller has all requisite company power to own, lease, operate, use and sell its assets and properties and to carry on its business as it is now being conducted.

7.2 Company Authority. The execution and delivery of this Agreement to Buyer and the carrying out of the provisions hereof have been duly authorized by the managing members of Seller and authorized by Seller's members.

7.3 Compliance. Neither the execution or delivery of this Agreement nor any instrument or agreement to be delivered by Seller to Buyer on or before Closing pursuant to this Agreement nor the compliance with the terms and provisions hereof by Seller will result in the breach of any applicable statute or regulation promulgated thereunder, or any administrative or court order or decree, nor will such compliance conflict with, or result in the breach of, any of the terms, conditions, or provisions of the Certificate of Organization or Operating Agreement of Seller or any agreement or other instrument to which Seller is a party or by which Seller is or may be bound, or constitute an event of default or default thereunder, or with the lapse of time or the giving of notice constitute an event of default thereunder.

7.4 Liens. Seller is not a party to any contract, written or oral, which will give rise to a lien (including, but not limited to, construction lien, mechanic's lien, or storage and repair lien or other encumbrance on the real estate) and that there are no known claims or pending litigation that relate to any of the above.

7.5 Employee Benefits and Wage Payments. Seller has no pension, profit sharing, annuity, savings or related retirement plan for any of its employees. All wages due Seller's employees as of Closing will be paid by Seller.

7.6 Litigation. There is no suit or action, or legal, administrative, arbitration or other proceeding or governmental investigation, affecting Seller's Assets and Business pending, or to the knowledge of Seller, threatened against Seller which might materially or adversely affect the financial condition of Seller or the conduct of Seller's business. Seller further represents that there is no outstanding judgment, decree, or order against Seller which affects Seller in any way.

7.7 Good Title. Seller has and shall transfer to Buyer, at Closing, a Bill of Sale conveying good and marketable title to Seller's Assets and Business being sold and transferred hereunder, free and clear of any and all obligations, security interests, encumbrances or liens.

7.8 Absence of Undisclosed Liabilities. Seller has no material obligations or liabilities of any nature whatsoever, whether absolute, accrued, contingent or otherwise, and including, without limitation, deferred tax liabilities, vacation time or pay, severance pay, and any other liabilities relating to or arising out of any act, omission, transaction, circumstance, sale of services, or other condition which occurred or existed on or before the Closing Date, related to Seller's Assets and Business.

7.9 Insurance. Seller has and will continue to have through the date of Closing, policies of liability, casualty, title, errors and omissions, fidelity bonds and other forms of insurance, all of which are fully paid for, covering Seller's Assets and Business.

7.10 Contracts; Defaults. Seller is not in default under any contract, service contract,



agreement, commitment, arrangement, lease, or other agreement by which Seller's Assets and Business may be bound or affected or under which such Assets, Business or operations receive benefits, and there has not occurred any event that with the lapse of time or the giving of notice or both would constitute such an event of default thereunder.

7.11 Full Disclosure. No representation, warranty or covenant in this Agreement, nor any statements, certificates, Schedules or Exhibits furnished to Buyer pursuant hereto, or in connection with the transactions contemplated hereby, contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were or are to be made, not misleading.

7.12 Governmental Approvals. No approval of any governmental or administrative agency is required as a condition to the legality of, or the enforceability of the execution, delivery or performance by Seller of the Agreement, or the transfer of any or all of Seller's Assets and Business hereunder. There is no income, excise, transfer, use or other tax of any kind or nature due or payable by Seller as a result of the transfer of Seller's Assets and Business hereunder which will not be satisfied by Seller. If any governmental or administrative agency is discovered to be required, Seller and Buyer shall work cooperatively to complete any such requirement within a reasonable time.

## **ARTICLE 8 - Representations and Warranties of Buyer.**

8.1 Organization and Qualification. Buyers have all requisite power and authority to purchase Seller's Assets and Business and perform the transactions contemplated herein.

8.2 Purchasing Assets "As Is". Buyer has personally inspected the Seller's Assets and Business, including all fixtures and personal property passing to Buyer therewith, and enters into this Agreement solely on the basis of Buyer's own visual inspection and investigation of the same and accepts the same in the exact condition in which they now are, and makes this Agreement relying upon no representation or warranties of Seller, other than such as are set forth herein. Buyer accepts the condition of, and title to, the Property on the Closing Date in its "as is" condition.

8.3 Compliance. Neither the execution or delivery of this Agreement nor any instrument or agreement to be delivered by Buyer to Seller on or before Closing pursuant to this Agreement nor the compliance with the terms and provisions hereof by Buyer will result in the breach of any applicable statute or regulation promulgated thereunder, or any administrative or court order or decree, nor will such compliance conflict with, or result in the breach of, any of any agreement or other instrument to which Buyer is a party or by which Buyer is or may be bound, or constitute an event of default or default thereunder, or with the lapse of time or the giving of notice constitute an event of default thereunder.

8.4 Litigation. There is no suit or action, or legal, administrative, arbitration or other proceeding or governmental investigation, affecting Buyer, or to the knowledge of Buyer, threatened against Buyer which might materially or adversely affect Buyer's ability or right to perform all of Buyer's obligations hereunder.

**ARTICLE 9 - Covenants of Seller and Buyer.**

9.1 **Seller's Covenants.** Seller shall fulfill the closing conditions contained in this Agreement that are reasonably within the control of Seller, and to cause the representations and warranties in Article 7 to be true and correct on and as of Closing.

9.2 **Buyer's Covenants.** Buyer shall fulfill the closing conditions contained in this Agreement that are reasonably within the control of Buyer, and to cause the representations and warranties in Article 8 to be true and correct on and as of Closing.

**ARTICLE 10 - Seller's Conditions to Closing.**

The obligation of Seller to consummate the sale and complete the Closing hereunder is, at Seller's option, subject to the fulfillment by Buyer of the following conditions:

10.1 **Continued Truth of Warranties.** The representations and warranties of Buyer herein contained shall be true on and as of Closing with the same force and effect as though made as of such date.

10.2 **Performance of Covenants.** Buyer shall have performed all covenants and obligations and complied with all conditions required by this Agreement to be performed or complied with by it on or prior to Closing.

10.3 **Closing Documents.** Buyer shall have delivered all documents required to be delivered by Buyer at Closing, as more specifically set forth in Section 12.2, in each case in form and substance reasonably satisfactory to Seller.

**ARTICLE 11 - Buyer's Conditions to Closing.**

The obligation of Buyer to consummate the purchase and complete the Closing hereunder is, at Buyer's option, subject to the fulfillment by Seller of the following conditions:

11.1 **Continued Truth of Warranties.** The representations and warranties of Seller contained herein shall be true in all material respects on and as of Closing with the same force and effect as though made as of such date.

11.2 **Performance of Covenants.** Seller shall have performed all covenants and obligations in all respects and complied with all conditions required by this Agreement to be performed or complied with by it on or prior to Closing.

11.3 **Closing Documents.** Seller shall have delivered all documents required to be delivered by Seller at Closing, as more specifically set forth in Article 12.1, in each case in form and substance reasonably satisfactory to Buyer.

**ARTICLE 12 - Documents to be Delivered at Closing.**

12.1 **Documents to be Delivered at Closing by Seller.** At the Closing:

- (a) Seller shall deliver to Buyer a certificate of good standing certified as of a recent date by the Nebraska Secretary of State, attesting to the good standing of the Company under the laws of the State of Nebraska, or other proof of good standing satisfactory to Buyer.
- (b) Seller shall execute and deliver to Buyer a Bill of Sale of Personal Property to Seller's Assets and Business, transferring to Buyer good and marketable title free and clear of all liens, claims, and encumbrances, as well as a Warranty Deed as previously described herein.
- (c) Seller shall deliver to Buyer releases from any lienholders related to any of Seller's Assets and Business.
- (d) Seller shall execute and deliver to Buyer all documents and instruments reasonably required or desired by Buyer under other provisions of the Agreement to carry out the terms thereof.

12.2 **Documents to be Delivered at Closing by Buyer.** At the Closing:

- (a) Buyer shall execute and deliver to Seller all documents and instruments reasonably required or desired by Seller under other provisions of the Agreement to carry out the terms thereof.

**ARTICLE 13 - Survival and Indemnification.**

13.1 **Survival.** The representations, warranties, covenants and agreements set forth in this Agreement or in any certificate or other writing delivered in connection with this Agreement shall survive the Closing and the consummation of the transactions contemplated hereby until expiration of the applicable statute of limitations.

13.2 **General Indemnification.**

- (a) **By Seller.** By execution of this Agreement, Seller agrees to indemnify Buyer and its successors and assigns and hold it harmless against and in respect of any and all loss, liability, cost, expense or damage including attorney's fees and costs incurred by Buyer incident to, arising in connection with or resulting from: (i) any misrepresentation, breach, nonperformance or inaccuracy of any representation, warranty or covenant by Seller made or contained in this Agreement; and (ii) any failure to transfer Seller's Assets and Business to Buyer free and clear of liens and encumbrances.

(b) By Buyer. By execution of this Agreement, Buyer agrees to indemnify Seller and its successors and assigns and hold it harmless against and in respect of any and all loss, liability, cost, expense or damage including attorney's fees and costs incurred by Seller incident to, arising in connection with or resulting from any misrepresentation, breach, nonperformance or inaccuracy of any representation, warranty or covenant by Buyer made or contained in this Agreement.

#### **ARTICLE 14 - Termination and Modification of Agreement.**

14.1 Termination Prior to Closing. Anything in this Agreement to the contrary notwithstanding, this Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to Closing:

(a) By mutual written consent of Buyer and Seller;

(b) Upon written notice from Buyer to Seller if either (i) any of the conditions precedent to Buyer's obligations hereunder shall have become incapable of fulfillment through no fault of Buyer, or (ii) Seller is in breach of any material representation, warranty or covenant of Seller in this Agreement, which breach has continued for ten (10) days after delivery of written notice to Seller specifying such breach; or

(c) Upon written notice from Seller to Buyer if either (i) any of the conditions precedent to Seller's obligations hereunder shall have become incapable of fulfillment through no fault of Seller, or (ii) Buyer is in breach of any material representation, warranty or covenant of Buyer in this Agreement, which breach has continued for ten (10) days after delivery of written notice to Buyer specifying such breach.

Any such written notice shall state the grounds for termination asserted by the party delivering such notice of termination.

14.2 Termination and/or Modification after Closing. Anything in this Agreement to the contrary notwithstanding, the sale and purchase of Seller's Assets and Business, including the Promissory Note, Deed of Trust, any other documents that have been executed for Closing, and the transactions contemplated thereunder, may be terminated and/or modified after Closing by mutual written consent of Buyer and Seller.

14.3 Effect of Termination. If, prior to Closing, this Agreement is terminated and the transactions contemplated hereby are abandoned pursuant to Section 14.1, or, after Closing, the sale and purchase of Seller's Business is terminated pursuant to Section 14.2, this Agreement or the documents that have been executed for Closing and the transactions contemplated thereunder, shall become null and void and of no further effect, except for the provisions of this Article 14; provided, however, that such termination shall not affect the right of any party to bring an action



express written permission of the other party.

15.6 Third Party Management. Seller acknowledges that Buyer may use a third party to assist with the management of the Seller's Assets and Business and as such consents to the use of such third party as Buyer's agent as it pertains to the management of Seller's Assets and Business. Seller agrees to cooperate with Buyer's agent in the fulfillment of the terms and conditions of this Agreement.

15.7 Severability. In the event that any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement and any other application thereof shall not in any way be affected or impaired thereby; provided, however, that to the extent permitted by applicable law, any invalid, illegal, or unenforceable provision may be considered for the purpose of determining the intent of the parties in connection with the other provisions of this Agreement.

15.8 Waivers. The parties may, by written agreement, (a) extend the time for the performance of any of the obligations or other acts of the parties hereto, (b) waive any inaccuracies in the representations contained in this Agreement or in any document delivered pursuant to this Agreement, (c) waive compliance with, or modify, any of the covenants or conditions contained in this Agreement, and (d) waive or modify performance of any of the obligations of any of the parties hereto; provided, that the occurrence of the Closing shall not of itself constitute such a waiver of modification, and provided further, that no such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall operate as a waiver of, or an estoppel with respect to, any subsequent insistence upon such strict compliance other than with respect to the matter so waived or modified.

15.9 Headings. The headings in the Articles, Sections and paragraphs of this Agreement are inserted for convenience only and in no way alter, amend, modify, limit or restrict the contractual obligations of the parties.

15.10 Survival. All agreements, covenants, undertakings, representations, and warranties of the parties extended hereunder shall be deemed to continue and survive the Closing.

15.11 Entire Agreement; Law Governing. All prior negotiations and agreements between the parties hereto are superseded by this Agreement, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein, except as modified in writing concurrently herewith or subsequent hereto. This Agreement shall be governed by and construed and interpreted according to the internal laws of the State of Nebraska, determined without reference to conflicts of law principles.

15.12 Disclosure and Waiver of Conflict of Interest. The Parties acknowledge Buyer has retained Brian W. Copley of HELDT, MCKEONE & COPLEY for the purpose of representation in the transactions herein, and Seller has retained Tod McKeone of HELDT, MCKEONE & COPLEY for the purpose of representation in the transactions herein. With this full disclosure of

representation of Seller and Buyer by HELDT, MCKEONE & COPLEY, the Parties hereby waive this conflict of interest and consent to the continued representation by Brian Copley of HELDT, MCKEONE & COPLEY and Tod McKeone of HELDT, MCKEONE & COPLEY, in matters related to the transactions contemplated herein. In addition, Seller consents to Brian W. Copley of HELDT, MCKEONE & COPLEY representing Buyer's interests herein and further acknowledges Brian W. Copley is not representing Seller's interest, and Buyer consents to Tod McKeone of HELDT, MCKEONE & COPLEY representing Seller's interests herein and further acknowledges Tod McKeone is not representing Buyer's interest.

15.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement on the day and year first above written.

**Seller:**

**One Stop, L.L.C.**

By: Edward Derrick  
**Edward Derrick, Member**

**Buyer:**

Jeff Tappan  
**Jeff Tappan**

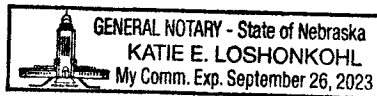
Amy Tappan  
**Amy Tappan**

**MET Shortstop, LLC**

By Jeff Tappan  
**Jeff Tappan, Managing Member**

STATE OF NEBRASKA    )  
  ) ss:  
COUNTY OF Dawson    )

The foregoing Agreement was acknowledged before me on September 8, 2022, by Edward Derrick, Member of One Stop, L.L.C., for and on behalf of the Company.



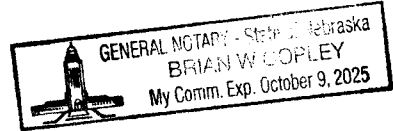
Katie E. Loshonkoehl  
Notary Public

(SEAL)

STATE OF NEBRASKA    )  
  ) ss:  
COUNTY OF DAWSON    )

The foregoing Agreement was acknowledged before me on 9-7, 2022, by Jeff Tappan and Amy Tappan.

(SEAL)

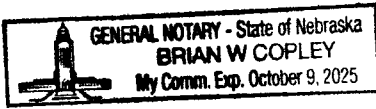


[Handwritten Signature]  
Notary Public

STATE OF NEBRASKA    )  
  ) ss:  
COUNTY OF DAWSON    )

The foregoing Agreement was acknowledged before me on 9-7, 2022, by Jeff Tappan of MET Shortstop, LLC, for and on behalf of the Company.

(SEAL)



[Handwritten Signature]  
Notary Public



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# HMC

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Heldt, McKeone & Copley

ATTORNEYS AT LAW

September 28, 2022

Nebraska Liquor Control Commission  
P.O. Box 95046  
Lincoln, NE 68509-5046

Re: MET Shortstop, LLC Liquor License Application

Dear Commission:

Please find enclosed herein the Liquor License Application and accompanying documentation in regards to MET Shortstop, LLC. If upon your review you have any questions or need additional information, please do not hesitate to contact my office. Thank you

Very truly yours,

HELDT, McKEONE & COPLEY

By   
BRIAN W. COPLEY

BWC/kl  
Enclosures

Hiland, Brenda

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**From:** Hiland, Brenda  
**Sent:** Wednesday, October 5, 2022 11:42 AM  
**To:** jeff\_tappan\_21@yahoo.com  
**Subject:** Liquor license application - MET Shortstop, D-125293  
**Attachments:** Form 125 - 125293 Met Shortstop LLC.pdf; Form 100 #13-17.pdf  
  
**Importance:** High

Jeff,  
There are a few missing requirements for your liquor license application –

1. Confirm the trade/DBA name of the business is MET Shortstop.
2. Form 125 must be signed by the seller; Edward Derrick
3. What date do you want the Temporary Operating Permit effective? This is the date the sellers license will be terminated.
4. Birth certificate issued by vital records <https://dhhs.ne.gov/Pages/Vital-Records.aspx> or photo copy of passport.
5. Form 100 – complete questions #13 – 17

Please reply by email at your earliest convenience so I can continue processing your liquor license application.

*Brenda Hiland*  
Licensing Division  
Nebraska Liquor Control Commission  
(402) 471-2735  
(402) 471-2814 fax  
web: <http://www.lcc.nebraska.gov>