

76193

City

**RECEIVED**  
LICENSE APPLICATION CLERK

Applicant Name C. T. JEWELL COMPANY INC. MAR 12 2007 Telephone # (308) 345-5681

FS

Trade Name HI TIMES LIQUOR MART 2 **NEBRASKA LIQUOR CONTROL COMMISSION** NONE

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

REQUIRED ATTACHMENTS

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

ON FILE  
2006 →

- 1. Fingerprint cards for each person (two cards per person) must be enclosed with a separate check payable to the Nebraska State Patrol for processing in the amount of \$38.00 for each person. All areas must be completed on cards as per brochure. To prevent the delay in issuing your license, we strongly suggest you go to a Nebraska State Patrol Agency or law enforcement agency listed in the fingerprint brochure.
- 2. Enclose registration and license fees for the appropriate class of license, made out to the Nebraska Liquor Control Commission.
- 3. Enclose the appropriate additional application forms; Individual License - Form 1; Partnership License - Form 2; Corporate LLC License - Form 3a and Manager application - Form 3b (with corporate application only). LLC application must include all members.
- 4. If building is being leased send a copy of the lease. Be sure it is in the individual(s) or corporate name being applied for. Also, the lease must extend through the license year being applied for. If building is owned, send a copy of the deed or purchase agreement in the appropriate name.
- 5. If you are buying the business of a current licensee, provide a copy of the purchase agreement from licensee. This also needs to be in applicant's name.
- No  6. Enclose a copy of the temporary agency agreement, if applicable. Must be on Commission form only. Include a copy of the signature card from the bank showing both the sellers and buyers name(s) on account.
- No  7. Copy of alcohol inventory being purchased. Inventory shall include brand names and container sizes. Inventory may be taken at the time application is being submitted.
- None  8. Enclose a list of any inventory or property owned by other parties that are on the premise.
- No  9. For individual and partnership applications enclose proof of citizenship birth certificates, or naturalization documents for all persons listed on application. Documents must be a certificate from the State, where born not hospital certificate.

QA

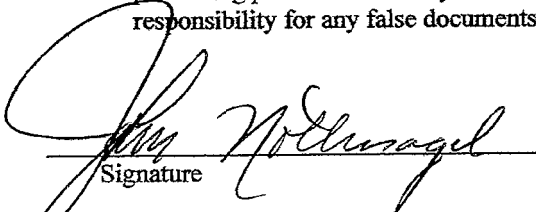
BUS 23397  
45-mm



10. If a corporation enclose a copy of the articles of incorporation. This document must show receipt (barcode) by the Secretary of States Office.

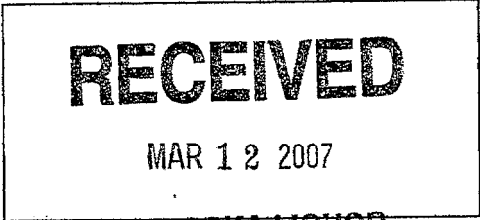
Mail checklist, all applications and attachments to: Nebraska Liquor Control Commission, 301 Centennial Mall South,  
PO Box 95046, Lincoln NE 68509-5046

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

  
Signature

**APPLICATION FOR LIQUOR LICENSE**

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.ne.gov



**NEBRASKA LIQUOR  
CONTROL COMMISSION**

OFFICE USE ONLY

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

**RETAIL LICENSE(S)**

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

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

**MISCELLANEOUS**

- |                          |          |   |                 |             |                    |
|--------------------------|----------|---|-----------------|-------------|--------------------|
| <input type="checkbox"/> | <b>L</b> | <b>Craft Brewery (Brew Pub)</b>                                   | <b>\$295.00</b> | <b>Bond</b> | <b>1,000 min.</b>  |
| <input type="checkbox"/> | <b>O</b> | <b>Boat</b>   | <b>\$ 95.00</b> |             | <b>N/A</b>         |
| <input type="checkbox"/> | <b>V</b> | <b>Manufacturer, Beer, Wine &amp; Distilled Spirits</b>           | <b>\$ 45.00</b> |             | <b>10,000 min.</b> |
|                          |          | <b>(additional fee of \$100 to \$1,000-call for exact amount)</b> |                 |             |                    |
| <input type="checkbox"/> | <b>W</b> | <b>Wholesale Beer</b>   | <b>\$545.00</b> |             | <b>5,000 min.</b>  |
| <input type="checkbox"/> | <b>X</b> | <b>Wholesale Liquor</b>   | <b>\$795.00</b> |             | <b>5,000 min.</b>  |
| <input type="checkbox"/> | <b>Y</b> | <b>Farm Winery</b>  | <b>\$295.00</b> |             | <b>1,000 min.</b>  |

**All Class C licenses expire October 31st  
All other licenses expire April 30<sup>th</sup>**

**Catering expire same as underlying retail license**

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

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

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

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

**Name:** JOHN K NOTHNAGEL **Phone:** (308) 345-6881

**Firm Name:** C. T. JEWELL COMPANY INC. DBA HI TIMES LIQUOR MART 2

**Firm address:** 801 EAST B STREET MCCOOK, NE. 69001

**PREMISE INFORMATION**

Trade Name (doing business as) HI TIMES LIQUOR MART 2

Street Address #1 109 CATTLEMAN DRIVE SUITE 5

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

City LEXINGTON County DAWSON

Zip Code 68850

Telephone number at premise to be licensed (308) 340-2700 *TEMPORARY*

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

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

Name: JOHN K NOTHNAGEL

Street Address #1 801 EAST B STEET

Street Address #2 PO BOX 217

City MCCOOK County RED WILLOW

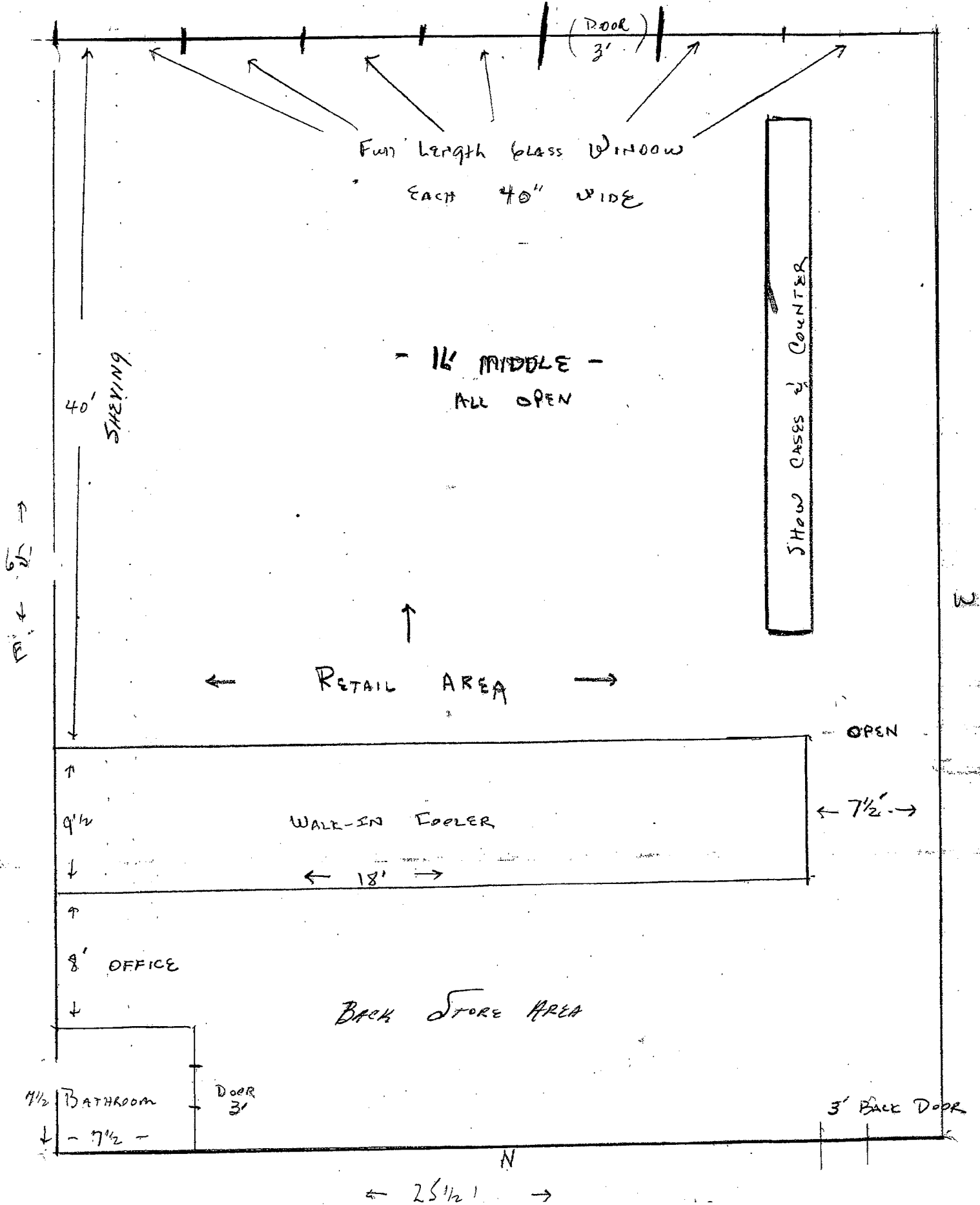
Zip Code 69001

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

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building in situations. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

LEXINGTON STORE  
109 CATTLEMAN DRIVE  
SUITE # 5

← 8' To Door →



**APPLICANT INFORMATION**

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

- Yes If yes, please explain below or attach a separate page.  
 No

*ELIZABETH A. NOTHNAGEL PLEADED NO  
CONTEST TO REFUSAL TO SUBMIT TO A  
BREATH TEST AND BLOOD TEST ON JAN 23, 2007  
FOR A VIOLATION ON NOV. 28, 2006.*

2. Are you buying the business and/or assets of a licensee? If yes, submit a copy of the sales agreement with a listing of assets being acquired including liquor inventory (name brand and container size required). Liquor Inventory may be taken at time of application being submitted.

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

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

- Yes  
 No

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

- Yes  
 No

5. Will any person or entity other than applicant be entitled to a share of the profits of this business? If yes, explain. All involved members must be disclosed on application.

- Yes JOHN K NOTHNAGEL  
 No

6. Will any of the furniture, fixtures and equipment to be used in this business be owned by others? If yes, list such items and the owner.

- Yes  
 No

7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business? If yes, explain? (No silent partners)

- Yes  
 No

8. Are the premises to be licensed within 150 ft of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, children, or within 300 ft of a college or university campus? If yes, list the name of such institution and where it is located in relation to the premises. Neb. Rev. Stat. 53-177.

- Yes  
 No

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties.

- Yes  
 No

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business and the individual(s) who will be authorized to write checks and/or make withdrawals on accounts at the institutions.

MCCOOK NATIONAL BANK, 220 NORRIS AVE., MCCOOK, NE. 69001  
JOHN NOTHNAGEL, ELIZABETH NOTHNAGEL, JOLENE SCHMIDT,  
SAMATHA MYERS, LINDSEY NOTHNAGEL,

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reasons for termination of any licenses previously held.

C. T. JEWELL COMPANY INC. DBA BOTTLE SHOP 1976 ? SOLD IT 1978  
IT WAS A LIQUOR STORE FOR OFF SALE ONLY  
C. T. JEWELL COMPANY INC. DBA HI TIMES LIQUOR MART, 502 EAST B STREET  
MCCOOK, NE. LICENSE # D-74289 IN GOOD STANDING NOW

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MAR 12 2007

NEBRASKA LIQUOR  
CONTROL COMMISSION

12. List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations.

JOHN NOTHNAGEL WILL MONITOR THE STORE VIA COMPUTER AT ALL TIMES AND BE ON SITE FROM 15-20 HOURS WEEKLY

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

OVER SEEN THE OPERATION AT BOTTLE SHOP LIQUOR STORE IN 1976 AND OVER SEES THE OPERATION AT HI TIMES LIQUOR MART IN MCCOOK, NE. PRESENTLY

14. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.



Lease: expiration date April 30<sup>th</sup> 2008



Deed



Purchase Agreement

15. When do you intend to open for business? MAY 14TH, 2007 *ISSUE LICENSE MAY 1, 2007*

16. What will be the main nature of business? What are the anticipated hours of operation? 7:00 AM - 12:00 AM MONDAY - SATURDAY

10:00 AM - 10:00 PM SUNDAY  
RETAIL BEER, WINE, LIQUOR, CANDY, CIGARETTES, ETC

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

Applicant Name	From: Year	To: Year	City/State
JOHN K NOTHNAGEL	1992	2007	MCCOOK, NE
ELIZABETH A. NOTHNAGEL	1992	2007	MCCOOK, NE
805 SPRUCE ROAD MCCOOK, NE 69001			

The undersigned applicant(s) hereby consent(s) to a background investigation and release present & future records of every kind and description including police records, tax records (State and Federal), bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance



of the application investigation or any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, 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.

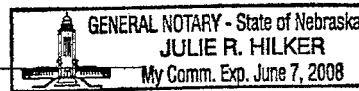
Must be signed in the presence of a notary public by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock) and spouses. Full (birth) names only, no initials.

John Kant Notzmagel (sign here) \_\_\_\_\_ (sign here)  
Elizabeth Ann Notzmagel (sign here) \_\_\_\_\_ (sign here)  
Lindsey Notzmagel (sign here) \_\_\_\_\_ (sign here)  
Shirley Lou Notzmagel (sign here) \_\_\_\_\_ (sign here)  
\_\_\_\_\_  
(sign here) \_\_\_\_\_ (sign here)

Subscribed in my presence and sworn to before me this

9th day of March, 2007

Julie Hilker  
Notary Public Signature & Seal

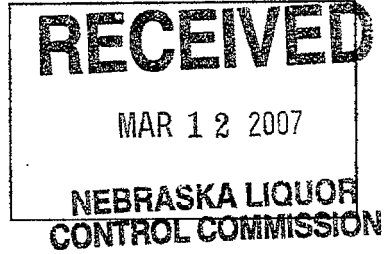


In compliance with the ADA, this application for license form is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

FORM 35-4010  
REV. 4/05

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

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: <http://www.lcc.ne.gov/>



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

C. T. JEWELL COMPANY INC.

Corporate Street Address: 801 EAST B STREET

City: MCCOOK State: NE Zip Code: 69001

Corporate Telephone Number 308-345-6881

Total number of shares issued (if corporation) 1250

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

Name of Registered Agent JOHN K NOTHNAGEL

Name of Proposed Manager JOHN K NOTHNAGEL

This person must complete form 35-4013

List name of Chief Executive Officer

Last Name: NOTHNAGEL First Name: JOHN MI K

Address Street 805 SPRUCE ROAD City MCCOOK

State NE Zip Code 69001 Home Phone number 308-345-5462

Social Security Number 506-70-3986 Date of Birth May 5, 1951

List names of all Officers, Directors, Stockholders, Members and their Spouses

Last Name NOTHNAGEL First Name JOHN

Social Security Number 506-70-3986 Date of Birth 05/05/1951

Title PRESIDENT AND DIRECTOR Number of Shares 120

Spouse Name (indicate N/A if single) ELIZABETH A. NOTHNAGEL

Spouse Social Security Number 505-74-3953 Date of Birth 07/15/1951

Title VICE PRESIDENT / SECRETARY AND DIRECTOR Number of Shares 0

---

Last Name NOTHNAGEL First Name LINDSEY

Social Security Number 508-19-5505 Date of Birth 11/05/1982

Title TREASURER AND ALSO A DIRECTOR Number of Shares 0

Spouse Name (indicate N/A if single) SINGLE

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

Title \_\_\_\_\_ Number of Shares \_\_\_\_\_

---

Last Name NOTHNAGEL First Name SHIRLEY

Social Security Number 524-22-4820 Date of Birth 11/05/1926

Title DIRECTOR Number of Shares 0

Spouse Name (indicate N/A if single) SINGLE

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

Title \_\_\_\_\_ Number of Shares \_\_\_\_\_

---

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

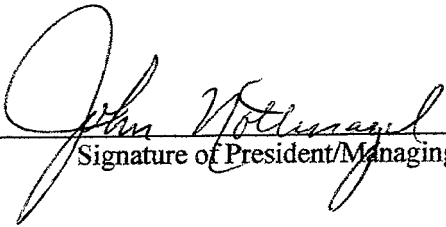
Yes  No

If yes, give name of corporation and supply organizational chart

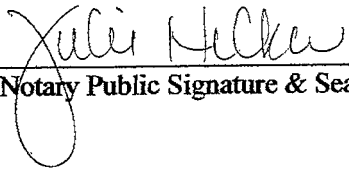
Indicate tax year with the IRS

Starting Date 10/01/2006

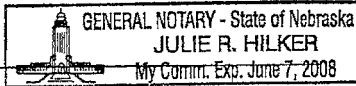
Ending Date 09/30/2007



Signature of President/Managing Member



Notary Public Signature & Seal



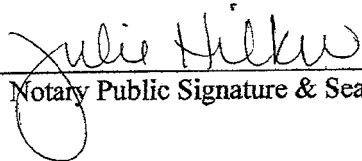
**RECEIVED**

MAR 12 2007

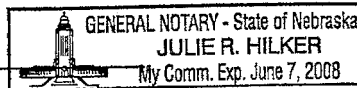
**NEBRASKA LIQUOR  
CONTROL COMMISSION**

Subscribed in my presence and sworn to before me this

9th day of March, 2007



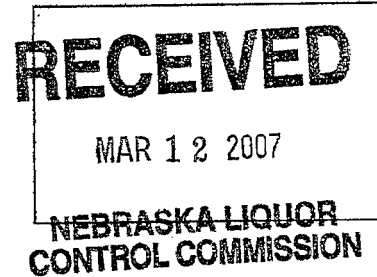
Notary Public Signature & Seal



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

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

301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: <http://www.lcc.ne.gov/>



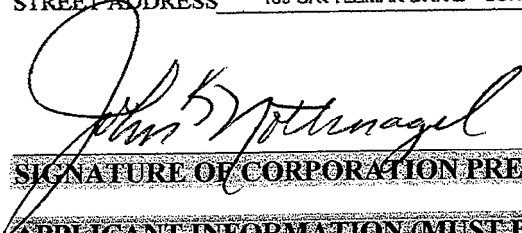
**LIQUOR LICENSE INFORMATION**

NAME OF LICENSED CORPORATION C. T. JEWELL COMPANY INC.

CLASS & LICENSE NUMBER D

TRADE NAME HI TIMES LIQUOR MART 2

STREET ADDRESS 109 CATTLEMAN DRIVE SUITE 5 CITY LEXINGTON



**SIGNATURE OF CORPORATION PRESIDENT/CEO**

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

NAME JOHN K NOTHNAGEL

ADDRESS 805 SPRUCE ROAD

CITY MCCOOK STATE NE. ZIP CODE 69001

HOME PHONE NUMBER (308) 345-5462 BUSINESS PHONE NUMBER (308) 345-6881

SEX  MALE  FEMALE SOCIAL SECURITY NUMBER 506-70-3986

DATE OF BIRTH May 5, 1951 PLACE OF BIRTH MCCOOK, NE 69001

DRIVERS LICENSE NUMBER & STATE G48005090 NEBRASKA

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

SPOUSE NAME ELIZABETH A. NOTHNAGEL

SOCIAL SECURITY NUMBER 505-74-3953 DATE OF BIRTH July 15, 1951

DRIVERS LICENSE NUMBER & STATE G48005585 NEBRASKA

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES  NO

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

ELIZABETH A. NOTHNAGEL PLEADED NO CONTEST TO REFUSAL TO SUBMIT TO A BREATH TEST AND BLOOD TEST ON JNA 23, 2007 FOR A VIOLATION ON NOV. 28, 2006

2. Have you or your spouse ever made application for any liquor license or manager for any liquor license? IF YES, for what premise give license number and date. D - 74289 AUGUST 28, 2006

YES  NO

*Hi Times Liquor Mart 502 East B  
McCook, NE 69001*

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

YES  NO

4. Do you, as a manager, have all the qualifications required by any person entitled to hold a Nebraska Liquor License?

Nebraska Liquor Control Act (§53-131.01)

YES  NO

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

YES  NO *OUR PRINTS ARE ON FILE 2006*

RESIDENCES FOR THE PAST 10 YEARS. APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
JOHN K NOTHNAGEL	1992	2007	ELIZABETH A. NOTHNAGEL	1992	2007
805 SPRUCE ROAD			805 SPRUCE ROAD		
MCCOOK, NE 69001			MCCOOK, NE 69001		
EMPLOYERS LIST LAST TWO EMPLOYERS					
MONTH/YEAR		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER	
FROM	TO				
05/73	03/07	C. T. JEWELL COMPANY INC.	JOHN K NOTHNAGE	(308) 345-6881	

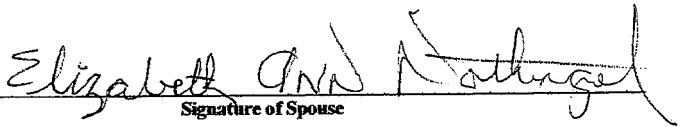
**PERSONAL OATH AND CONSENT OF INVESTIGATION  
MUST BE SIGNED BY APPLICANT & SPOUSE**

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above 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, an affidavit of non participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

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

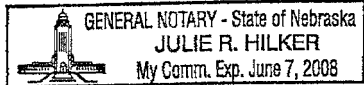
  
\_\_\_\_\_  
Signature of Spouse

Subscribed in my presence and sworn to before me this 9th  
day of March 2007.

Subscribed in my presence and sworn to before me this 9th  
day of March 2007.

  
\_\_\_\_\_  
Notary Signature & Seal

  
\_\_\_\_\_  
Notary Signature & Seal



**RECEIVED**

REAL ESTATE LEASE

MAR 12 2007

- NEBRASKA LIQUOR CONTROL COMMISSION**
- A. Landlord: Name: G B & G Properties, Inc., a  
Address: 715 West 5<sup>th</sup>, P.O. Box 156  
City/State/Zip: Grand Island, Nebraska 68802  
Phone #: (308) 384-8100  
Fax #: (308) 384-8640  
Contact: Harold Green
- B. Tenant Name: C. T. Jewell Co., Inc./DBA Hi Times Liquor Mart  
Address: P.O. Box 17  
City/State/Zip: McCook, Nebraska 69001  
Phone #: (308) 340-2700  
Fax #: (308) 345-6886  
Contact: John Nothnagel
- C. Leased Premises: Name: C. T. Jewell Co., Inc./DBA Hi Times Liquor Mart  
Address: 109 Cattlemen Drive  
City/State/Zip: Lexington, Nebraska 68850  
County: Dawson
- D. Lease Date: April 1, 2007
- E. Size: 1,440 square feet
- F. Term: One (1) year ending March 31, 2008 with four (4) two (2) year options
- G. Rent Commencement Date: April 1, 2007
- H. Term Commencement Date: Turn Over Date: April 1, 2007
- I. Minimum Base Rent: Lease Year 1: \$1,080.00 per month (\$9.00 p.s.f.)
- J. Options: 1<sup>st</sup> for two (2) years at \$1,140.00 per month (\$ 9.50 p.s.f)  
2<sup>nd</sup> for two (2) years at \$1,200.00 per month (\$10.00 p.s.f)  
3<sup>rd</sup> for two (2) years at \$1,200.00 per month (\$10.00 p.s.f)  
4<sup>th</sup> for two (2) years at \$1,200.00 per month (\$10.00 p.s.f)
- K. Notice: 90 days written notice
- L. ESTIMATE APPROXIMATE first year C.A.M. charges, taxes, insurance, snow removal and etc., \$1.00 per square foot.



## LEASE AGREEMENT

This Real Estate Lease, made and entered into by and between G B & G PROPERTIES, INC., a Nebraska Corporation, hereinafter called "Landlord", and C.T. JEWELL CO., INC./DBA HI TIMES LIQUOR MART, a Nebraska Corporation, hereinafter called "Tenant", both as shown on Page 1 Items A and B.

### RECITALS:

(a) Landlords are the owners of the following described real estate, to-wit:

The retail store space, containing approximately 1,440 square feet located at 109 Cattlemen Drive, Lexington, Nebraska (hereinafter called "premises").

(b) The Landlord desires to lease the premises to Tenant and Tenant desires to lease the same from Landlord.

IT IS THEREFORE, AGREED, that the Landlord does lease and the Tenant does take the premises for and in consideration of the rental as provided herein, on the following terms and conditions:

1. RATIFICATION: The above Recitals are agreed to constitute a material part of this Lease and by reference are made a part hereof.

2. TERM:

(a) The term (hereinafter called "Initial Term"), shall be for one (1) year commencing on April 1, 2007 and terminating on March 31, 2008, without any further notice, subject however to the options hereinafter provided. Buyer shall have the right to occupy the premises after signing this Lease for the balance of March, 2007 to start moving into the premises.

(b) Tenant is hereby granted the right to renew and extend the term of this Lease for four (4), two (2) year renewal terms (hereinafter called "Option Terms"), such Option Terms to begin upon the expiration of the Initial Term or any then current Option Term of this Lease; and all of the provisions of this Lease shall apply to such Option Terms. Except as otherwise provided herein, Tenant shall not have any further option to renew or extend the term of this Lease following the exercise, if any, of the within granted options.

(c) Tenant may exercise any such Option Term if it is not in default hereunder and only by giving Landlord written notice of such exercise not later than three (3) months prior to the expiration of the then current term of this Lease or of this Lease as renewed and extended.

3. RENT: Tenant hereby covenants and agrees to pay monthly rental in an amount set

forth on Page 1 Items I and J of this Lease during the term of said Lease ("Minimum Base Rent"), payable in advance on the 1<sup>st</sup> day of each month during the term of this Lease, and any Option Term of this Lease, such rental obligation to commence on the Term Commencement Date, provided that any rent for a partial month shall be paid with the first full month's rent.

4. COMMERCIAL LEASE: It is stipulated by the parties that this Lease involves commercial property only and no part shall be considered as residential property.

5. USE: Tenant covenants that it will use the premises as a tobacco and liquor store to sell tobacco and alcohol products, and for any other lawful purpose which is not in violation of any then existing exclusive uses granted another Tenant of the shopping center by Landlord where the premises is located. Tenant will comply with all applicable laws, ordinances, rules and regulations of governmental agencies and authorities with respect to the condition, use and occupancy of the premises. Tenant especially will not let said premises or permit the same to be used for any unlawful business or purpose whatsoever.

6. TAXES AND ASSESSMENTS:

(a) Landlord will pay all real estate taxes and special property tax assessments levied against the premises.

(b) Tenant shall pay all operating and licensing fees for the conduct of its business and ad valorem taxes levied upon its trade fixtures, inventory and stock of merchandise.

7. FIRE AND CASUALTY INSURANCE:

(a) During the Initial Term and any Option Terms, Landlord agrees to carry insurance on the premises, providing insurance protection against damage or destruction by fire and other casualties and insured under a standard extended coverage endorsement. Said insurance shall be in the amount equal to not less than 100% of the replacement value of the permanent improvements thereon under the policy or policies issued by a solvent and responsible insurance companies authorized to do business in the State of Nebraska.

(b) Tenant shall, beginning on the Term Commencement Date, carry insurance against fire, vandalism, malicious mischief and other such perils as are from time to time included in a standard extended coverage endorsement, including insuring Tenant's merchandise, trade fixtures, furnishings, equipment and all items of personal property of Tenant located on or within the premises. The proceeds of such policy shall be used exclusively by Tenant for the replacement of Tenant's personal property or the restoration of Tenant's alterations, decorations and improvements unless this Lease shall have been terminated pursuant to the terms and conditions hereof.

(c) Tenant agrees to procure and maintain a commercial general liability policy with

required to make any uninsured repairs which may have been occasioned or necessitated by Landlord, its agents, employees or invitees, by the negligence of Tenant, its agents, employees or invitees, or by failure of Landlord to comply with the covenants under this Lease. In addition, Tenant shall forthwith, at its own expense, replace the glass or other breakable materials used in the interior or exterior windows and doors in the premises.

(d) In the event of any malfunction of any equipment covered by warranty, Landlord will fully cooperate so that the responsible party repairs the equipment covered under any express or implied warranty.

10. FIXTURES AND ALTERATIONS:

(a) Tenant, at its own expense, may from time to time during the term of this Lease make any non-structural interior/exterior alterations, in and to the premises which it may deem necessary or desirable and which do not adversely affect the structural integrity thereof, but it shall make them in good workmanlike manner and in accordance with all valid requirements of the municipal and other governmental authorities. Request to make non-structural/structural alterations to the premises shall require Landlord's consent, which shall not be unreasonably withheld. All permanent non-structural and structural improvements made to the premises shall belong to the Landlord and become a part of the premises upon termination or expiration of this Lease.

(b) Tenant may construct or build or install in said premises any and all racks, counters, shelves and other fixtures and equipment of every kind and nature specifically including the eight (8) door walk-in cooler and freezer, as may be necessary or desirable in Tenant's business; which racks, counters, shelves and other fixtures, equipment and cooler and freezer shall at all times remain the property of Tenant, and Tenant shall have the right to remove all or any part of the same from the premises at any time; provided, Tenant shall repair or reimburse Landlord for the cost of repairing any damage to said premises resulting from the installation or removal of such items.

11. SIGNS: All signs erected by Tenant (other than its usual window posters, banners and graphics) shall be subject to the prior written approval of Landlord and any requirements of municipal and other governmental authorities. Notwithstanding any provision contained in this lease to the contrary, Tenant agrees not to hold Landlord at fault should any governmental regulatory agency prohibit Tenant from maintaining its standard sign package. Tenant agrees to replace the sign on the front of the premises, which is now a flat unlighted sign. Tenant agrees to install a new lighted sign that is consistent with the other signs on the front of the other stores in the Mall.

12. PARKING LOT LIGHTS AND MAINTENANCE: Landlord shall provide adequate lighting in the vicinity of the premises. Landlord shall be responsible for the removal of snow on the parking lot and for the maintenance, repairs and upkeep of the parking lot. Tenant shall be responsible for the snow removal on the sidewalk across the front of the premises and around the

backdoor of the premises.

13. UTILITIES: Landlord shall be responsible for the repair of all utility lines outside the premises up to and including all utility lines within the structural walls. Tenant shall be responsible for the repair of all utility lines within the premises. Tenant shall pay promptly as when the same become due and payable, applicable charges for utilities supplied to the premises.

14. CLEANLINESS: Tenant shall at all times be responsible for the removable of trash and rubbish from the premises, but may not place the same on any exterior sidewalks, driveways or parking area.

15. QUIET ENJOYMENT: Tenant, upon paying the rent and performing the covenants and agreements of this Lease, shall quietly hold and enjoy the premises and all rights granted Tenant during its term.

16. RIGHT OF ACCESS: The Landlord or its representatives may enter the premises at any reasonable time for the purpose of inspecting the premises and for performing any work which the Landlord elects to undertake made necessary by reason of Tenant's default under the terms of this Lease.

17. ASSIGNMENT OR SUBLEASE: Tenant may not assign this Lease or sublease the premises (or any part thereof), without the prior written consent of the Landlord. In the event any such sublease or assignment is agreed to by Landlord, Tenant shall nevertheless remain primarily liable for the performance of all covenants and obligations, including rent, to be paid and performed by Tenant.

18. LANDLORD'S RIGHTS UPON DEFAULT: If the premises shall be deserted or vacated, or if a proceeding is commenced against the Tenant in any court under a bankruptcy act of or for the employment of a trustee or a receiver of the Tenant's property, either before or after commencement of the Lease term, or if there shall be a default in the payment of rent or any part thereof, or if there shall be default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereinafter established on the part of the Tenant, if the Landlord so elect, this Lease shall terminate after ten (10) days written notice if the default is failure to make the rent payment or fifteen (15) days after written notice if the default is something other than failure to make the rent payment, and the Landlord have the right to re-enter and repossess the premises and dispossess and remove there from the Tenant or any occupants thereof and their effects, without being liable to any prosecution therefore. In such case, the Landlord shall have such legal and equitable remedies for default as may be otherwise available to the Landlord. Specifically, but not by way of limitation, the Landlord may, at Landlord' option, re-rent the premises or any part thereof, and the Tenant shall pay the Landlord the difference between rent reserved and agreed to be paid by the Tenant for the portion of the term remaining at the time of re-entry or repossession, and the amount, if any, received or to be received under such re-renting for such portion of the term. It is understood and agreed that the failure of the Landlord to seek or insist on the strict performance of, any covenant or condition of this Lease,

shall not prevent a subsequent act, which would have originally constituted a violation. The receipt of rent by the Landlord with knowledge of a breach of any covenant of this Lease shall not be deemed to be a waiver of such breach.

19. NOTICES: Any notice under this Lease must be in writing and must be sent by United States mail, first class, with postage prepaid, and the mailing of such notice to the Landlord or Tenant at their respective addresses, hereinafter set forth, shall be deemed sufficient notice thereof. Notice shall be deemed sufficient to the Landlord if addressed to P.O. Box 156, Grand Island, Nebraska 68802-0156. Notice shall be deemed sufficient with respect to the Tenant if addressed to John Nothnagel, C.T. Jewell Co., Inc./DBA Hi Times Liquor Mart, P.O. Box 17, McCook, Nebraska 69001, a Nebraska Corporation. If there is more than one Landlord or Tenant, the mailing of such notice or demand to any one Landlord or Tenant at said respective address shall be deemed to be sufficient service on all such Landlord or Tenants, respectively.

20. SURRENDER: Upon the termination of this Lease or any renewal thereof, Tenant shall surrender the premises in the same condition or repair at the beginning of the Initial Term, ordinary wear and tear, damage by fire or other casualty, and damage not caused by Tenant, excepted.

21. ENTIRE AGREEMENT: This Lease sets forth all the covenants, promises, agreements, conditions and understandings between the parties hereto concerning the premises, and there are no covenants, promises, agreements, conditions or understandings heretofore made, either oral or written, between them other than is herein set forth. No modification, amendment, change or addition to this Lease shall be binding upon the parties unless reduced to writing and signed by each party.

22. BINDING EFFECT: This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate, as of the day and year first above written.

LANDLORD:

G B & G PROPERTIES, INC., a Nebraska Corporation,

By  Secretary/Treasurer

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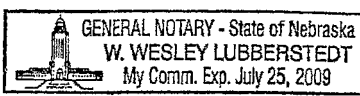
TENANT:

C.T. JEWELL, CO., INC./DBA HI TIMES LIQUOR MART, 2007  
LIQUOR MART, a Nebraska Corporation,

By *John Nothnagel* NEBRASKA LIQUOR CONTROL COMMISSION  
President

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DAWSON )

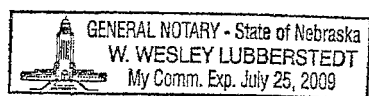
The foregoing Lease Agreement was acknowledged before me this 7<sup>th</sup> day of March, 2007, by Harold Green, Jr., Secretary/Treasurer, of G B & G Properties, Inc., a Nebraska Corporation, on behalf of the corporation.



*W. Wesley Lubberstedt*  
Notary Public

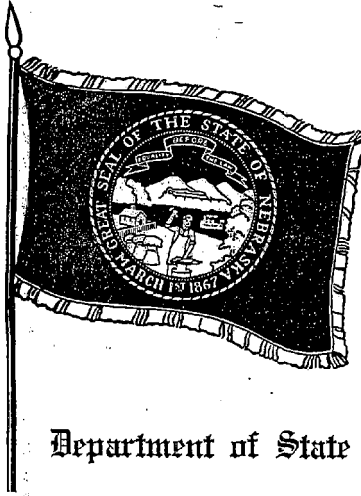
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DAWSON )

The foregoing Lease Agreement was acknowledged before me this 7<sup>th</sup> day of March, 2007, by John Nothnagel, President, of C.T. Jewell Co., Inc./DBA Hi Times Liquor Mart, a Nebraska Corporation, on behalf of the corporation.



*W. Wesley Lubberstedt*  
Notary Public

STATE OF



NEBRASKA

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Department of State

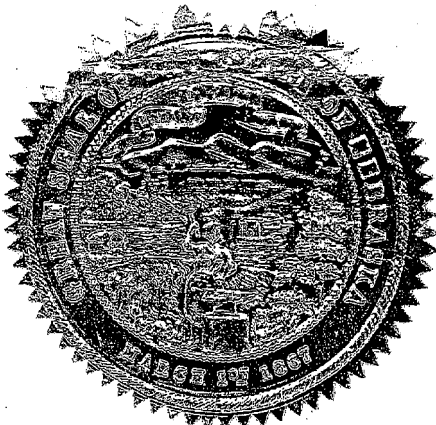
NEBRASKA LIQUOR  
CONTROL COMMISSION

Frank Marsh, Secretary of State of the  
State of Nebraska does hereby certify that

the attached is a true and correct copy  
of Articles of Incorporation of C. T.

JEWELL COMPANY, INC., McCOOK, NEBRASKA,  
McCook, Nebraska, as filed in this  
office on October 17, 1958, and  
recorded in Book 253, at Page 332,  
Miscellaneous Incorporations.

In Testimony Whereof,



I have hereunto set my hand and  
affixed the Great Seal of the State  
of Nebraska.

Done at Lincoln this  
seventeenth

day of October  
in the year of our Lord, one thou-  
sand nine hundred and fifty-eight

*Frank Marsh*  
SECRETARY OF STATE

DEPUTY

ARTICLES OF INCORPORATION

OF

C. T. JEWELL COMPANY, INC., MCCOOK, NEBRASKA.

We, the undersigned, do hereby associate ourselves together for the purpose of forming and becoming a corporation in the State of Nebraska for the transaction of the business hereinafter described, and for such purpose do hereby adopt the following Articles of Incorporation:

ARTICLE I.

The name of the corporation shall be C. T. Jewell Company, Inc., McCook, Nebraska.

ARTICLE II.

The principal place of doing business, and its principal office shall be in McCook, Red Willow County, Nebraska.

ARTICLE III.

The name of the resident agent of the corporation shall be Clifford T. Jewell, whose residence is 112 East N, McCook, Nebraska.

ARTICLE IV.

The purpose and nature of the business of the corporation to be transacted shall be to buy, sell, distribute, trade, store, care for, tobacco products, cigars, candies, confectionery, groceries, drugs, fountain and restaurant supplies, and any other allied products or equipment, at either wholesale or retail, and such other merchandise usually or incidentally handled in the conduct of said business; and shall have the power and authority to buy, acquire, own, use, improve, rent, lease, mortgage, sell and convey, or otherwise dispose of any and all kinds of property, real and personal; and also the power and



authority to acquire, hold, own, collect, and negotiate notes, bonds, stocks and other securities or obligations; also the power and authority to make, execute and deliver notes, contracts, bonds, deeds, mortgages, leases, and other instruments, and generally power and authority to do whatever may be found necessary or expedient in the conduct of the business for the transaction of which this corporation is formed.

ARTICLE V.

The names of the incorporators herein are:  
Clifford T. Jewell, 112 East N Street, Waldo F. Johnson, 304 East 5th Street, and Albert Nothnagel, 710 East 3rd Street, all in McCook, Nebraska.

ARTICLE VI.

The corporation shall commence on October 1, 1958, and its existence shall be perpetual.

ARTICLE VII.

The private property of the stockholders shall not be subject to the payment of corporate debts.

ARTICLE VIII.

The corporation is authorized to issue common stock in the amount of \$125,000.00, divided into 1,250 shares of the par value of \$100.00 each.

ARTICLE IX.

The minimum amount of capital stock with which the corporation may commence business is \$65,000.00.

ARTICLE X.

~~The business of the corporation shall be conducted~~  
by a Board of Directors, consisting of not less than three directors, and such additional number as may from time to time be fixed by the by-laws of the corporation, to be elected by the stockholders at such times and in such manner as may be prescribed by the by-laws; provided, however, the first Board

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of Directors shall consist of Clifford T. Jewell, Waldo F. Johnson and Albert Nothnagel, who shall hold office until their successors are elected and qualified.

MAR 12 2007  
NEBRASKA LIQUOR  
CONTROL COMMISSION

ARTICLE XI.

The officers of the corporation shall be a president, vice-president, secretary and treasurer, who shall be chosen by the directors and shall hold their offices until their successors shall be elected and qualified; however, provided the officers of the corporation on the commencement of business shall be as follows: Clifford T. Jewell, President; Waldo F. Johnson, Vice-President; and Albert Nothnagel, Secretary and Treasurer, who shall serve until their successors are elected and qualified.

ARTICLE XII.

The corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by law, and all rights conferred upon the stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, The undersigned have signed these Articles of Incorporation this 30 day of August, 1958.

Clifford T. Jewell  
Clifford T. Jewell

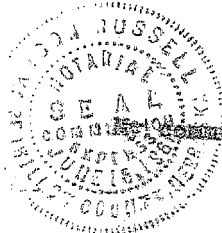
Waldo F. Johnson  
Waldo F. Johnson

Albert Nothnagel  
Albert Nothnagel

STATE OF NEBRASKA }  
RED WILLOW COUNTY } ss.

On this 30<sup>th</sup> day of August, 1958, before the undersigned, a Notary Public duly commissioned and qualified for and residing in said county, personally came Clifford T. Jewell, Waldo F. Johnson and Albert Nothnagel, to me personally known to be such persons, and they acknowledged the execution of these Articles of Incorporation to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



*Russell J. Russell*  
Notary Public.

Commission expires: June 18, 1961.