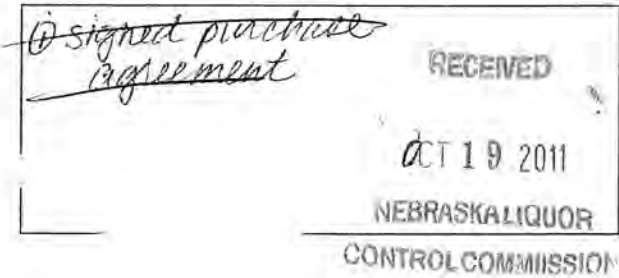


**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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



Applicant Name Hoff Brothers Inc.

Trade Name Uncle Neal's Country Convenience Stores ¹⁰ Previous Trade Name D- ^{Im} **96730**

E-Mail Address: nhoff@uncleneals.com

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the state.

REQUIRED ATTACHMENTS

Each item must be checked and included with application or marked N/A (not applicable)

- 1. Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per 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 any Nebraska State Patrol office or law enforcement agency listed in the enclosed fingerprint brochure.
- 2. Enclose application fee of \$400, check made payable to the Nebraska Liquor Control Commission.
- 3) Enclose the appropriate application forms;
 - Individual License (requires insert form 1)
 - Partnership License (requires insert form 2)
 - Corporate License (requires insert form 3a & 3c)
 - Limited Liability Company (LLC) (requires form 3b & 3c)
- 4. If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company making application. Lease term must run through the license year being applied for.
- 5. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
- 6. If buying the business of a current liquor license holder:
 - a) Provide a copy of the purchase agreement from the seller (must re-...

OK 19274
\$400-mm

Handwritten signature/initials



Completed at closing

- b) Provide a copy of alcohol inventory being purchased (must include brand names and container size)
- c) Enclose a list of the assets being purchased (furniture, fixtures and equipment)

- 7. If planning to operate on current liquor license; enclose Temporary Operating Permit (T.O.P.)(form 125).
- 8. Enclose a list of any inventory or property owned by other parties that are on the premise.
- 9. For citizenship, residency and voter registration requirements see enclosed brochure.
- 10. Corporation or Limited Liability Company must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode.
- 11. Submit a copy of your business plan.

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

RECEIVED

OCT 19 2011

NEBRASKA LIQUOR
CONTROL COMMISSION

✓
Carl Hoff

Signature

10-18-11

Date

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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



OCT 19 2011

NEBRASKA LIQUOR
CONTROL COMMISSION

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

RETAIL LICENSE(S)

Application Fee \$400 (non refundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- ID BEER, WINE, DISTILLED SPIRITS ON AND OFF SALE

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

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

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

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

Commission will call this person with any questions we may have on this application

Name Neal Hoff Phone number: 402-462-2700

Firm Name Uncle Neal's Country Convenience Stores

PREMISE INFORMATION

Trade Name (doing business as) Uncle Neal's Country Convenience Store #10

Street Address #1 2705 Plum Creek Parkway

OCT 19 2011

Street Address #2 _____

NEBRASKA LIQUOR

City Lexington

County Dawson #18

CONTROL COMMISSION
Zip Code 68850

Premise Telephone number 308-324-6070

Is this location inside the city/village corporate limits:

YES
city

NO

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

Name Neal Hoff

Street Address #1 305 N Hastings Ave

Street Address #2 Suite 201

City Hastings

State Nebraska

Zip Code 68901

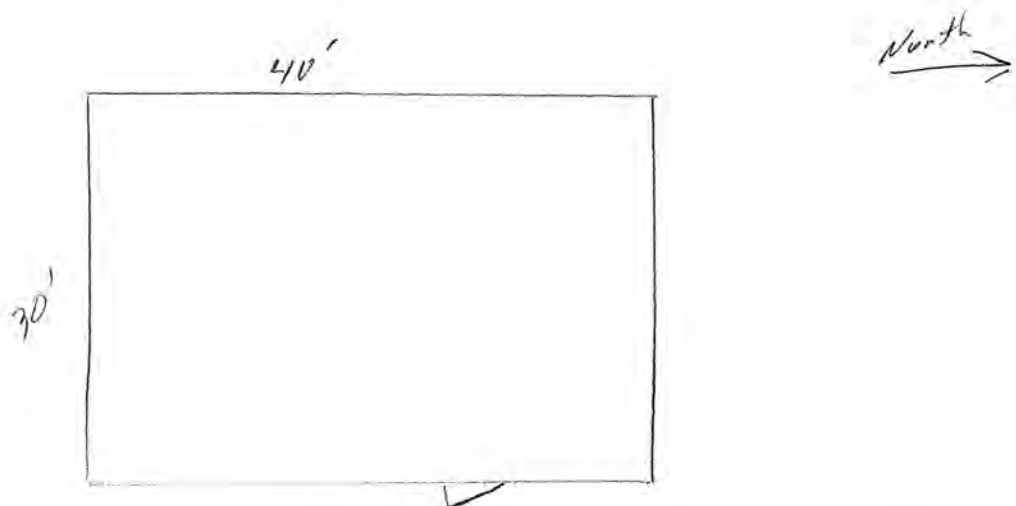
**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY**

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

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

Length 30 feet
Width 40 feet

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



one story building approx 30 x 40

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 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
				OCT 10 2011
				RECEIVED AT CHURCH
				STATE COMMISSION

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

YES NO

If yes, give name of business and liquor license number Stoney's B-36969

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

Shelving, Coolers & Counters

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

YES NO

If yes, give name and license number Stoney's B-36969

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

YES NO

If yes:

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

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) Wells Fargo Bank, Hastings, NE

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)

00118-01

No silent partners

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

YES NO

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

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

YES NO

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

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

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

Pinnacle Bank, Lexington, NE Neal Hoff, Jerry Hoff

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.

Hoff Brothers Inc D-33868 Minden, D-33587 Hastings, B-60129 Lexington, D-16116 Ravena, D- 33588 Hastings, B-49695 Hastings, B-60128 Hastings, B-49696 Kenesaw

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:

- a) Individual, applicant only (no spouse)
- b) Partnership, all partners (no spouses)
- c) Corporation, manager only (no spouse) as listed on form 3c
- d) Limited Liability Company, manager only (no spouse) as listed on form 3c

training

OCT 19 2011
 CONTROLLED SUBSTANCE

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
Neal Hoff	01-2011	Techniques of Alcohol Management, Hastings
Jerry Hoff	01-2011	Techniques of Alcohol Management, Hastings
Justin Hoff	01-2011	Techniques of Alcohol Management, Hastings

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

- Lease: expiration date _____
- Deed
- Purchase Agreement

14. When do you intend to open for business? December 1, 2001
15. What will be the main nature of business? Convenience Store
16. What are the anticipated hours of operation? 6am-11pm

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Neal Hoff, Hastings, NE	1985	2011	Susan Hoff, Hastings, NE	1985	2011
Jerry Hoff, Hastings, NE	1987	2011	Kathy Hoff, Hastings, NE	1987	2011

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). 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.

OCT 19 2011
 NEBRASKA
 LIQUOR CONTROL COMMISSION

[Handwritten Signature]

 Signature of Applicant

[Handwritten Signature]

 Signature of Spouse

[Handwritten Signature]

 Signature of Applicant

[Handwritten Signature]

 Signature of Spouse

 Signature of Applicant

 Signature of Spouse

 Signature of Applicant

 Signature of Spouse

 Signature of Applicant

 Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
 County of Adams

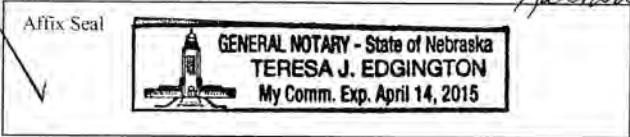
The foregoing instrument was acknowledged before me this

10-3-2011
 date

by Neal Hoff, Susan J Hoff, Jeremy Hoff, Katherine F Hoff
 name of person acknowledged

[Handwritten Signature]

 Notary Public signature



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

APPLICATION FOR TEMPORARY OPERATING PERMIT (T.O.P.)

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

Office Use

OCT 13 2011

- This application must be submitted along with a completed application for liquor license
- Agreement is effective upon issuance of a Temporary Operating Permit (T.O.P.)
- Agreement is effective up to 90 days from issuance of T.O.P.

NAME OF EXISTING BUSINESS (SELLER) AND LICENSE

Stoney's, B-36969

On (date) 9-23-2011 seller and buyer entered into a contract for sale of the business known as Stoney's

Purchase contract to be include with application for liquor license.

Buyer seeks to obtain a permit to allow them to operate the business under the same terms and conditions of premise license; subject to approval by the Nebraska Liquor Control Commission, (NLCC) for a period not to exceed 90 days.

Seller hereby declares that they are current on all accounts with all Nebraska licensed wholesaler under section §53-123.02.

A seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.

[Signature]
Signature of Seller

[Signature]
Signature of Buyer

State of Nebraska
County of Dawson

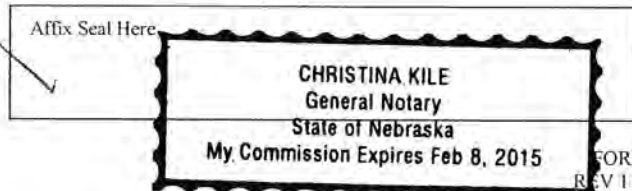
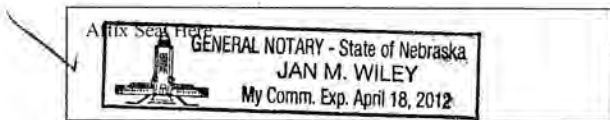
State of Nebraska
County of Adams

The forgoing instrument was acknowledged before me this 10-4-11
Date

The forgoing instrument was acknowledged before me this September 30, 2011
Date

[Signature]
Notary Public Signature

[Signature]
Notary Public Signature



**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.ne.gov

Office Use

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OCT 19 2011
NEBRASKA LIQUOR
CONTROL COMMISSION

Corporate manager, including their spouse, are required to adhere to the following requirements

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 – 006) and must provide proof of voter registration in the State of Nebraska
- 3) Must provide a copy of one of the following: state issued US birth certificate, naturalization paper or US passport
- 4) Must submit their fingerprints (2 cards per person) and fees of \$38 per person, made payable to the Nebraska State Patrol
- 5) Must be 21 years of age or older
- 6) Applicant may be required to take a training course

*Passport
Voter reg*

Corporation/LLC information

Name of Corporation/LLC: Hoff Brothers Inc

Premise information

Premise License Number: _____

(if new application leave blank)

Premise Trade Name/DBA: Uncle Neal's Country Convenience Store

Premise Street Address: 123 E Pacific

City: Lexington

State: Nebraska

Zip Code: 68850

Premise Phone Number: 308-324-5860

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b must sign their name below

Paul Hoff Pres

CORPORATE OFFICER/MANAGING MEMBER SIGNATURE

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

RECEIVED

OCT 19 2011

Gender: MALE FEMALE

Last Name: Hoff First Name: Justin MI: D

Home Address (include PO Box if applicable): 2607 W 9th Street

City: Hastings County: Adams Zip Code: 68901

Home Phone Number: 402-984-1677 Business Phone Number: 402-462-2700

Social Security Number: 504-98-3689 Drivers License Number & State: H12528981

Date Of Birth: 04-24-1982 Place Of Birth: Aberdeen, SD

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

YES NO

Not Married

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Drivers License Number & State: _____

Date Of Birth: _____ Place Of Birth: _____

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
Hastings, NE	1987	2011			

OCT 19 2011

MANAGER'S LAST TWO EMPLOYERS

NEBRASKA LIQUOR

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2001	2011	Uncle Neal's	Neal Hoff	402-462-2700
1998	2001	Hastings Masonary	Melvin	402-463-3451

MANAGER AND SPOUSE MUST REVIEW AND ANSWER THE QUESTIONS BELOW

Please print clearly

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.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

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.

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. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application? (Check or money order made payable to the **Nebraska State Patrol for \$38.00 per person**)
 YES NO

prints enclosed

PERSONAL OATH AND CONSENT OF INVESTIGATION

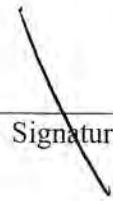
The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true.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

✓

Signature of Manager Applicant


Signature of Spouse

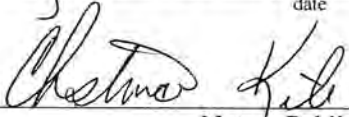
ACKNOWLEDGEMENT

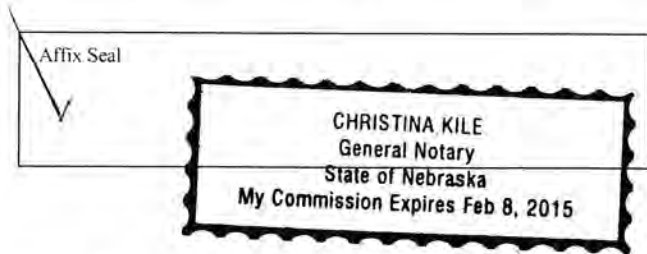
State of Nebraska
County of Adams

The foregoing instrument was acknowledged before me this

3rd day of October, 2011
date

by Justin D Hoff
name of person 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.

Adams

Processed: 10/14/2011 11:34 AM

Printed: 10/14/2011 11:35 AM

Registrant Search Results

Adams

Registrant ID Status	Registrant Name Address	Birth Date	Registration Date	Precinct Part Phone	Party	Gender	Race
91098 Active	Hoff, Justin D 2607 W 9th St Hastings, NE 68901	4/24/1982	4/7/2000	16.01 402-463-2013	Republican	Male	

NEWBORN

Total for Adams :

Total number of Registrants :

OCT 19 2011
NEBRASKA LIQUOR
CONTROL COMMISSION
FILED
CHRISTINA LEWIS
ADAMS COUNTY CLERK
OCT 14 11:35

APPLICATION FOR LIQUOR LICENSE CORPORATION INSERT - FORM 3a

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

Acct 6817335
Office Use

Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) Officers, directors and stockholders 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 Incorporation (Articles must show barcode receipt by Secretary of States Office)

Name of Registered Agent: Neal Hoff

Name of Corporation that will hold license as listed on the Articles

Hoff Brothers Inc.

Corporation Address: 305 N Hastings Ave, Suite 201

City: Hastings State: Nebraska Zip Code: 68901

Corporation Phone Number: 402-462-2700 Fax Number: 402-462-2963

Total Number of Corporation Shares Issued: 20,000

Name and notarized signature of President/CEO (Information of president must be listed on following page)

Last Name: Hoff First Name: Neal MI: R

Home Address: 1415 MacArthur Road City: Hastings

State: Nebraska Zip Code: 68901 Home Phone Number: 402-461-4928

Neal Hoff Pres
Signature of President/CEO

ACKNOWLEDGEMENT

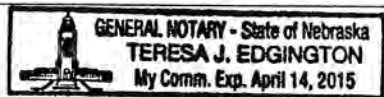
State of Nebraska
County of Adams

The foregoing instrument was acknowledged before me this

Date 10-3-11

by Neal Hoff
name of person acknowledge

Teresa J Edgington

Affix Seal


List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: Hoff First Name: Neal MI: R
Social Security Number: 507-64-8312 Date of Birth: 09-14-1948
Title: President Number of Shares: 6668
Spouse Full Name (indicate N/A if single): Susan J. Hoff
Spouse Social Security Number: 506-70-3806 Date of Birth: 10-18-1950

Last Name: Hoff First Name: Jerry MI: J
Social Security Number: 507-66-1175 Date of Birth: 7-31-1950
Title: Vice-President Number of Shares: 6666
Spouse Full Name (indicate N/A if single): Kathy F. Hoff
Spouse Social Security Number: 503-74-9205 Date of Birth: 4-19-1958

Last Name: Treasury Stock First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Title: _____ Number of Shares: 6666
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Title: _____ Number of Shares: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____

*Prints
voter reg
BC*

Not Issued

Is the applying corporation controlled by another corporation/company?

YES

NO

If yes, provide the following:

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

RECEIVED
OCT 19 2011
SECRETARY OF STATE

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

Starting Date: 01-01-2011 Ending Date: 12-31-2011

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.

Registrant Search Results

Adams

Registrant ID Status	Registrant Name Address	Birth Date	Registration Date	Precinct Part Phone	Party	Gender	Race
77151 Active	Hoff, Kathy 1230 Sheridan Dr Hastings, NE 68901	4/19/1958	11/14/1994	17.01 402-461-3607	Nonpartisan	Female	

Total for Adams :

Total number of Registrants :

FILED
 CHRISSELLA LEWIS
 ADAMS COUNTY CLERK

11 SEP 30 15:31

Registrant Search Results

Adams

Registrant ID Status	Registrant Name Address	Birth Date	Registration Date	Precinct Part Phone	Party	Gender	Race
87742 Active	Hoff, Jerry J 1230 Sheridan Dr Hastings, NE 68901	7/31/1950	4/28/1988	17.01 402-461-3607	Republican		

Total for Adams :

Total number of Registrants :

FILED
CHRISSELLA LEWIS
ADAMS COUNTY CLERK

11 SEP 30 15:31

Registrant Search Results

Adams

Registrant ID Status	Registrant Name Address	Birth Date	Registration Date	Precinct Part Phone	Party	Gender	Race
82473 Active	Hoff, Susan J 1415 MacArthur Rd Hastings, NE 68901	10/18/1950	11/16/1986	22.01 402-461-4928	Democrat		

Total for Adams :

Total number of Registrants :

FILED
CHRISSELLA LEWIS
ADAMS COUNTY CLERK

11 SEP 30 15:31

#13

**CONTRACT FOR SALE AND PURCHASE OF PERSONAL
PROPERTY**

This Contract for Sale and Purchase of Personal Property ("Contract") is made this 23rd day of September, 2011, by and between the parties set forth below, in strict accordance with the following terms and conditions.

1. Parties. The names and addresses of the parties (designated herein collectively as "SELLER" and "BUYER") are as follows:

SELLER: Stoney's, Inc.
75916 Hwy 21
Lexington, NE 68850
President: Ernest W. Harris, Jr.

BUYER: Hoff Brothers Inc.
305 N. Hastings Ave., Suite 201
Hastings, NE 68901

2. Personal Property Included In Sale.

2.1 SELLER hereby sells to BUYER, and BUYER hereby purchases From SELLER, the displays, office equipment, fixtures, and other miscellaneous personal property located on the Real Property (Real Property described on Exhibit "A") (the "Personal Property").

2.2 BUYER shall be entitled to continue to operate a gas station business under SELLER'S trade name of "STONEYS".

2.3 SELLER shall be entitled retain all accounts receivable accrued through the date of closing, to be on or about December 15, 2011, and BUYER shall be entitled to all accounts receivable accruing after the date of closing.

2.4 Inventory, including fuel in the underground tanks, shall be separately purchased by BUYER and shall be valued as follows:

Grocery merchandise: at retail less 40%

Beer: at retail less 22%

Cigarettes: at state legal minimum less 8%

Petroleum: at SELLER's cost

Food Service Inventory: at SELLER's cost

Supplies: at SELLER's cost

The price to be paid for said Inventory shall be determined as of the date of closing, and said amount shall be in addition to the purchase price set out in paragraph 3, below.

3. Purchase Price and Payment

3.1 The total consideration to be paid SELLER by BUYER for the Personal Property shall be the sum of \$250,000.00, payable in cash or certified funds at closing.

4. Personal Property Taxes and Assessments. SELLER shall pay the entire amount of all unpaid installments of personal property taxes for the year 2010 and all prior years, Personal property taxes for 2011 shall be prorated as of the date of closing. BUYER shall pay 2012 and subsequent years personal property taxes.

5. Possession SELLER shall deliver BUYER possession of the Personal Property on or before closing.

6. Insurance and Risk of Loss SELLER shall keep hazard insurance on the Personal Property and Inventory in full force and effect until closing, SELLER shall bear all risk of loss until closing, and BUYER shall bear the risk of loss after closing.

7. Conveyance and Documents.

7.1 SELLER shall execute and deliver to BUYER, at closing, a bill of sale conveying the Personal Property free and clear of all liens and encumbrances.

8. Representations of BUYER.

8.1 Except as expressly provided in this Contract, BUYER has entered into this Contract based upon BUYER'S personal inspection of the Personal Property, and not based upon any representations of SELLER except as expressly provided in this Contract. BUYER hereby accepts the Personal property "as is", with no warranties of condition or fitness for a particular purpose, except as expressly provided in this Contract. 8.2 BUYER has full legal authority to enter in to this Contract, and the consent or acquiescence of no other party is required to bind BUYER to the terms of this Contract.

9. Representations of SELLER

9.1 There are no leases or other tenancy arrangements, either written or oral, relative to the property and no one is or will be in possession thereof, under claim of right, other than SELLER, SELLER shall not hereafter enter into any lease or other arrangement for the use or possession of the property after the date of this Contract through and including the date of closing, except the outstanding lease to Coffee Cottage, Inc.

- a. 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, threshing, and agister's lien) or other encumbrance on the Real Property, Inventory and Personal Property.

9.2 SELLER has full legal authority to enter into this Contract, and the consent or acquiescence of no other party is required to bind SELLER to the terms of this contract.

9.3 SELLER represents that all equipment is in full working order and that it shall be so as of the date of closing.

10. Default

- a. Should BUYER default in payment of the purchase price as provided herein upon approval of title, or should BUYER fail to perform any other conditions of this Contract, SELLER, at the option, may: (a) declare the interest of BUYER terminated and retain any down payment as liquidated damages, which amount BUYER specifically agrees to be a good faith estimate of damage to SELLER in such event; (b) seek specific performance of this Contract; (c) seek to recover actual damages sustained by SELLER; or (d) pursue any other remedy available to SELLER under Nebraska law.
- b. Should SELLER default under any of the terms and conditions of this Contract, BUYER, as its option, may: (a) declare the interest of SELLER terminated, in which case the down payment shall be returned to BUYER;

(b) seek to recover actual damages sustained by BUYER; (c) seek specific performance of this Contract; or (d) pursue any other remedy available to BUYER under Nebraska law.

11. Time of Essence. Time is expressly made of the essence in this contract.
12. Benefit. This Contract shall benefit and bind the parties, their respective heirs, representatives, transferee's personal representatives and assigns.
13. Miscellaneous The following additional terms and conditions are agreed upon by SELLER and BUYER:
 - a. The terms of this contract shall survive closing.
 - b. SELLER shall pay all utilities servicing the Real Property through the date of closing. SELLER shall also pay all of its employees all wages and shall pay any related withholdings related to such wages through the date of closing. BUYER specifically shall not assume any of SELLER's liabilities whatsoever, and SELLER agrees to indemnify and hold Buyer harmless from such liabilities.
 - c. "Closing", as such term is used herein, shall take place no later than December 15, 2011 at a location mutually agreeable to the parties.
14. Contract Contingent on Additional Agreement. This Contract is contingent upon the closing of an agreement between ERNEST W. HARRIS, JR. and RONDA E. HARRIS and PSK, LLC, a Nebraska Limited Liability Company, involving the Real Estate referenced herein. The parties agree that the Harris/PSK, LLC agreement will close simultaneously with this Contract; however, in the event that the Harris/PSK, LLC agreement does not close due to a failed contingency

therein, this Contract shall become null and void and the parties shall be released from all rights and/or obligations hereunder.

15. BUYER's Loan. This Agreement is conditional upon the BUYER obtaining a loan with a financial institution with financing terms providing interest not exceeding 7% per annum. BUYER agrees to make application for said loan immediately upon the effectiveness of this Agreement. If said loan is not approved within 20 working days from date of effectiveness hereof, this Agreement shall become null and void, and the Earnest Money paid herewith is to be returned to the BUYER. Provided, however, that if processing of the application has not been completed by the lending agency within the above-referenced time, such time limit shall be automatically extended until the lending agency has in the normal course of its business advised either approval or rejection of BUYER's loan.

16. Covenant Not To Compete and Covenant to Not Disclose. SELLER and BUYER acknowledge that SELLER has been actively involved in the management and business development of the business and have valuable knowledge and experience in and with such business, its customers, its territory, its sales development and promotion, its competitors and the industry in general. The parties also acknowledge that SELLER has or has had access to confidential, proprietary information of Stoney's, Inc., including but not limited to financial information, customer list information, pricing information and other information considered proprietary to said business operations. The parties further acknowledge and agree that SELLERs' experience and knowledge is valuable and

could be adversely used to affect BUYERs' competitive position, market share and ability to successfully operate the business after closing and satisfactorily perform BUYERs' obligations under this Agreement. For and in consideration of this Agreement, which both parties acknowledge as being good and sufficient, and as an inducement for BUYERs' signing thereof, SELLER agrees that:

- a. From the Effective Date of this Agreement for a period of ten (10) years from the Effective Date, SELLER shall not without the expressed written consent of the BUYER, directly or indirectly, own, manage, operate, control, participate in or be connected in any manner as an owner, manager, operator, controller, or consultant of a company or enterprise engaged in the business of providing the same or similar services provided by Stoney's, Inc. to the general public in an area within thirty (30) miles of the corporate limits of any municipality being served by BUYER which does business as Uncle Neal's Country Convenience Stores.
- b. SELLER agrees not to disclose any confidential or proprietary information to any third party or to use same in competition with the BUYER at any time. SELLER agrees not to release, share, disclose, or allow others to obtain access to such information, except upon the prior written consent and agreement of BUYER. SELLER acknowledges that such information is proprietary and confidential, and that the same has unique value to BUYER, and that the release of such information would cause damage to such entity.

- c. These restrictions herein provided are in order to protect the business being conducted by BUYER in its current and projected service area, and these restrictions shall be construed in favor of BUYER to prevent SELLER from competing with said BUYER in the manner aforesaid specified during the period of time specified. If any restrictions set forth herein are invalid because of the amount of area or time involved, or for any other reason, then the restrictions herein set forth shall remain valid and binding as to such area, time or conditions as would be deemed reasonable.
- d. SELLER acknowledges and agrees that irreparable damage could result to BUYERS and Corporation from any violation or breach of the foregoing covenants, and SELLER hereby expressly agrees that in addition to any and all remedies available to BUYER, BUYER shall have the remedy of restraining order, injunction and other equitable relief as may be decreed or issued by a court of competent jurisdiction to enforce the provisions of this paragraph. If the foregoing covenants are breached by SELLER then at the election of BUYER, SELLER shall, in addition to the BUYER being entitled to the aforesaid equitable relief, pay to BUYERS as liquidated damages for the violation of said covenants the sum of One Hundred Fifty Thousand Dollars (\$150,000.00), it being expressly understood and agreed by and between SELLERS and BUYERS that it would be difficult to ascertain the entire or exact loss, damage or injury which BUYERS would sustain by reason of the breach and that therefore

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said sum of One Hundred Fifty Thousand Dollars (\$150,000.00) is hereby agreed upon as the amount to be paid by BUYER in the event of such breach, the same being paid as damages and not as a penalty. The parties hereto acknowledge that these liquidated damages are a reasonable estimate of the actual damages that would be sustained by BUYER.

SELLER: STONEY'S, INC
Ernest W. Harris Jr

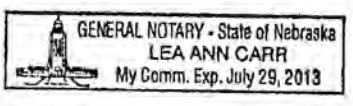
President: Ernest W. Harris, Jr.

BUYER: Hoff Brothers Inc.
Neal Hoff

By: Neal Hoff, President

STATE OF NEBRASKA)
) ss
Dawson County)

The foregoing instrument was acknowledged before me on September 26 2011 by Ernest W. Harris, as President of Stoney's, Inc.



Lea Ann Carr

Notary Public

STATE OF NEBRASKA)
) ss.
Adams County)

The foregoing instrument was acknowledged before me on Sept. 23, 2011 by, Neal Hoff, as President of Hoff Brothers Inc.



Christina Kile

NOTARY PUBLIC

OCT 19 2011
NEBRASKA
COUNTY COMMISSIONER
#13

said sum of One Hundred Fifty Thousand Dollars (\$150,000.00) is hereby
agreed upon as the amount to be paid by BUYER in the event of such
breach, the same being paid as damages and not as a penalty. The parties
hereto acknowledge that these liquidated damages are a reasonable
estimate of the actual damages that would be sustained by BUYER.

SELLER: STONEY'S, INC.

President: Ernest W. Harris, Jr.

BUYER: Hoff Brothers Inc.

Neal Hoff
By: Neal Hoff, President

STATE OF NEBRASKA)
) ss
Dawson County)

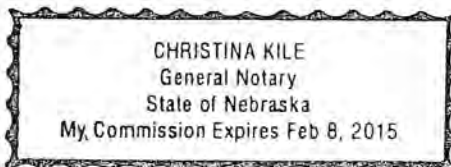
The foregoing instrument was acknowledged before me on _____,
2011 by Ernest W. Harris, as President of Stoney's, Inc.

Notary Public

STATE OF NEBRASKA)
) ss.
Adams County)

The foregoing instrument was acknowledged before me on Sept. 23, 2011
by, Neal Hoff, as President of Hoff Brothers Inc.

Christina Kile
NOTARY PUBLIC



#13

Exhibit "A"

A tract of land located in the North Half of the Southwest Quarter of Section 17, in Township 9 North, Range 21, West of the 6th P.M., in the City of Lexington, Dawson County, Nebraska, more fully described as follows: Commencing at a point 50 feet North of the Southeast corner of said North Half of the Southwest Quarter; thence North 250 feet; thence West 300 feet parallel to the South line of said North Half of the Southwest Quarter; thence South 250 feet parallel to the East line of said North Half of the Southwest Quarter; thence East 300 feet, to the place of beginning; EXCEPTING THEREFROM a tract of land conveyed to the State of Nebraska, Department of Roads, by Warranty Deed recorded in Book 139, Page 483, and Quitclaim Deed recorded in Book 139, Page 486, all in the Deed Records of Dawson County, Nebraska

BILL OF SALE

RECEIVED

OCT 19 2011

NOTARY PUBLIC
CENTRAL NEBRASKA

KNOW ALL MEN BY THESE PRESENTS: That ERNEST W. HARRIS, JR. and RONDA E. HARRIS, husband and wife and STONEY'S, INC., ("GRANTOR") for valuable consideration, do grant, sell, transfer, and deliver unto HOFF BROTHERS INC., ("GRANTEE") the following goods and chattels, to-wit:

All displays, office equipment, fixtures, inventory and supplies, located at the Stoney's, Inc. convenience store and car wash in Lexington, Nebraska, including but not necessarily limited to the items described in the attached Exhibit "A". This Bill of Sale does not include any contracts of the Coffee Cottage coffee shop.

To have and to hold, all and singular, the said goods and chattels, forever; and the GRANTOR hereby covenants with the said GRANTEE that they are the lawful owners of said goods and chattels; that they will warrant and defend the same against all lawful claim sand demands of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTORS have set their hands, this ____ day of _____, 2011.

Ernest W. Harris, Jr.

Ronda E. Harris

STONEY'S, INC.

President: Ernest W. Harris, Jr.

Secretary: Ronda E. Harris

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DAWSON)

The foregoing instrument was acknowledged before me on _____, 2011 by Ernest W. Harris, Jr. and Ronda E. Harris, husband and wife and President and Secretary respectively of Stoney's, Inc.

Notary Public