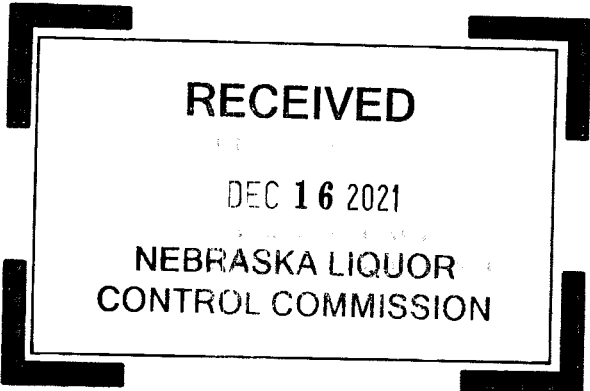


APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License
Class: CK

License Number:
124683



Office Use Only
NEW REPLACING 061584 TOP Yes No
Hot List Yes No Initial: TB

PLEASE READ CAREFULLY

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

APPLICANT NAME Three 21 Tavern LLC
TRADE (DBA) NAME Three 21 Tavern
PREVIOUS TRADE (DBA) NAME _____
CONTACT PHONE NUMBER 308.324.3003 or 402.651.4337
CONTACT EMAIL ADDRESS three21tavern@gmail.com
505 2112311213 Ag Fire

Office use only
PAYMENT TYPE Pay Port 12/16/21
AMOUNT \$400 RCPT
RECEIVED: 12/16/21 BR
DATE DEPOSITED _____

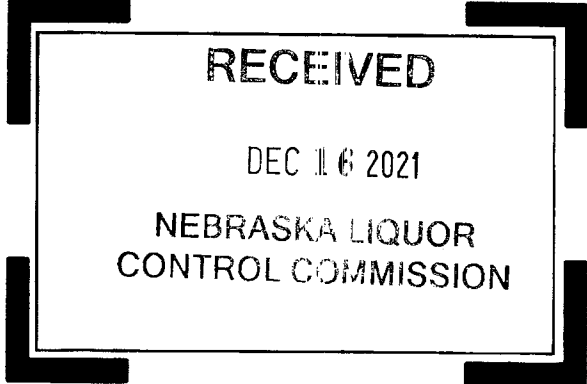
2100014436

APPLICATION FOR CATERING ENDORSEMENT TO 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.ncbraska.gov

License
Class: CK

License
Number: 124683



- Application fee \$100.00
- Please pay online at: www.ne.gov/go/NLCCpayport
- Processing time is approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission

LICENSEE

Three 21 Tavern LLC

TRADE NAME

Three 21 Tavern

PREMISES ADDRESS

112 East 5th Street

CITY

Lexington, NE

ZIP CODE

68850

CONTACT PERSON

Oscar DeLaTorre

PHONE NUMBER

402.651.4337

EMAIL

three21tavern@gmail.com

Signature of AUTHORIZED LICENSEE REPRESENTATIVE
(Do not sign until in the presence of the Notary Public)

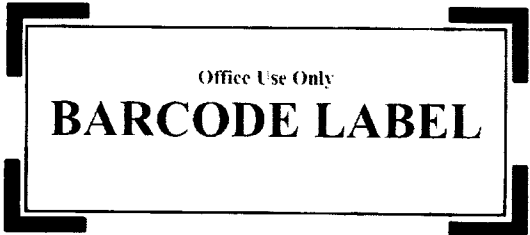
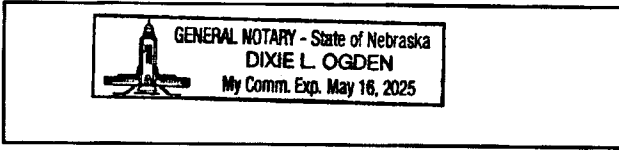
Printed Name of AUTHORIZED LICENSEE REPRESENTATIVE

State of Nebraska, County of Lancaster

The foregoing instrument was acknowledged before me this:

12/16/21
(Date)

By: Oscar DeLaTorre
Name of person signing document in front of Notary

Notary Public Signature

PayPort 12/16/21
\$100 -

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

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

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY**
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES _____ NO _____
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
- F BOTTLE CLUB,
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES _____ NO _____
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE - MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- Class K Catering endorsement (Submit Form 106) - Catering license (K) expires same as underlying retail license
- Class G Growler endorsement (Submit Form 165) - Class C licenses only

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

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

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

Name _____ Phone Number _____

Firm Name _____

Email address _____

Should we contact you with any questions on the application? YES X NO _____

PREMISES INFORMATION

Trade Name (doing business as) Three 21 Tavern

Street Address 112 East 5th Street

City Lexington, NE County Dawson Zip Code 68850

Premises Telephone number 308.324.3003

Business e-mail address three21tavern@gmail.com

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

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

Check if same as premises

Name _____

Street Address _____

City _____ State _____ Zip Code 68850
1901

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

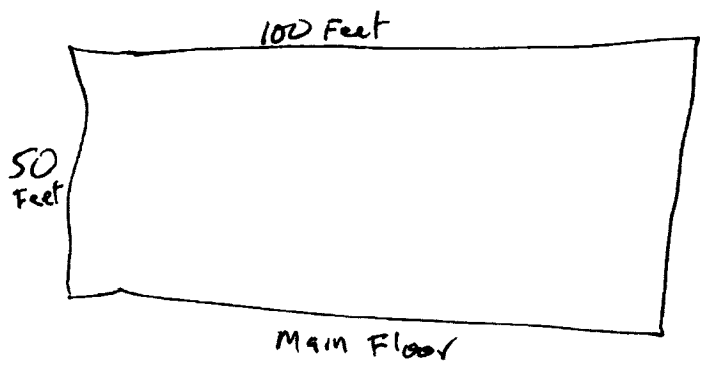
IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH AND THE NUMBER OF FLOORS OF THE BUILDING.

Building length 50 x width 100 in feet

Is there a basement? Yes _____ No If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes _____ No If yes, length _____ x width _____ in feet

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



Main Floor of two story building approx 50x100 plus storage
Loft on 2nd Floor approx 24x40 to south (office & storage only)

APPLICANT INFORMATION

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

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

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

YES NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Sarah J. DeLaTorre	03/2011	Hot Springs, SD	Speeding 15+ mph ^{EVER}	paid fine
OSCAR DeLaTorre	06/2007	Lexington, NC	3 rd degree Assault	Probation

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

YES NO

If yes, provide business name and license number Tep's Bar & grill #061584

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

YES NO

If yes, give name of business and liquor license number Tep's Bar & grill #061584

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

YES NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement

b) Include a list of alcohol being purchased, list the name brand, container size and how many

c) Submit a list of the furniture, fixtures and equipment

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

YES NO

If yes, list the lender(s) _____

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)

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

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

YES NO

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

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

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

Islamic Center of Lexington, Inc. 121 East 4th Street - across the Alley South of building

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

YES NO

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

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

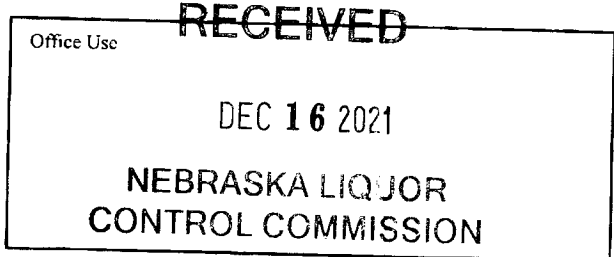
Pinnacle Bank - Lexington - Oscar DeLaTorre, Sarah DeLaTorre, Sonia Torres, Megan Sullley

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

None

**SUPPLEMENTAL FORM FOR APPLICATION
WITHIN 150' OF CHURCH**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH, 5TH FLOOR
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



§53-177(2) If a proposed location for the sale at retail of any alcoholic liquor is within 150' of any church, a license may be issued if the commission gives notice to the affected church and holds a hearing as prescribed in §53-133

PREMISE INFORMATION

License number (if currently licensed) _____

Premise Name: Three 21 Tavern

Address: 112 East 5th Street

City: Lexington, Ne

CHURCH INFORMATION

Name of Church: Islamic Center of Lexington, Inc

Address of Church: 121 East 4th Street Lexington, Ne 68850

CONTACT PERSON (if available) _____

Phone Number – (if available) _____

DISTANCE FROM AFOREMENTIONED CHURCH

50 feet FEET (closest corner of licensed premise to closest corner of church)

Neb Rev Stat §53-177

AMOUNT AND FREQUENCY OF SERVICES HELD AT CHURCH (if known)

City of Lexington Conditional Use Permit

Conditional Use Permit for a Mosque

This Conditional Use Permit issued this 26th day of July, 2016, by the City of Lexington, a municipal corporation in the County of Dawson County, Nebraska ("City") to the Islamic Center of Lexington, Inc., a Nebraska Non-Profit Corporation ("Owner"), pursuant to the Lexington Zoning Ordinance.

WHEREAS, Owner wishes to develop a mosque upon a tract of land identified on Exhibit "A" attached hereto as the Subject Property, said tract of land commonly known as 401 N Grant, Lexington, NE.

WHEREAS, Owner has applied for a conditional use permit for the purpose of developing said mosque; and

WHEREAS, the Mayor and City Council of the City of Lexington make the following findings of fact in regards to the issuance of a conditional use permit: the location and characteristics of the use will not be detrimental to the health, safety, morals, and general welfare of the area, and such other specific findings as set out in Section 6.08 of the Lexington Zoning Ordinance; and

WHEREAS, the Mayor and City Council of the City of Lexington are agreeable to the issuance of a conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area designated on the Conditional Use Permit Application for a mosque, said use hereinafter being referred to as "Conditional Use or Use".

Conditions of Permit

The conditions to which the granting of this permit is subject are:

1. In respect to the proposed Use:
 - a. The owner will submit any amended floor/site plans for the property deemed appropriate with any other accompanying documentation by March 15, 2016, for a Certificate of Occupancy review per Section 111 of the International Building Code. A temporary Certificate of Occupancy will be issued upon successful application and mutually agreed upon timeline for completion of any required improvements. All applicable local and state building codes must be obeyed.
 - b. Section 7.01.10 of the Zoning Ordinance of the City of Lexington, Nebraska requires the provision of off-street parking for assembly uses (including churches) and allows adjacent on-street parking to be computed in the off-street parking requirement. Based upon the observed square footage of the Owner's building(s), the City of Lexington will provide an allocation of 67 on-street and off-street public parking spaces within a 300 foot radius of the property to count toward the final off-street parking requirement. The determination of required off-street parking for the Owner's property will be based upon final site plan and

- the assembly occupancy assigned.
- c. The Owner waives any right to a hearing or otherwise the Owner agrees not protest any liquor license application pursuant to the Nebraska Liquor Control Act for adjacent property owners.
 - d. The entire described property shall be used as the Islamic Center of Lexington, Inc. As there are three separate electric utility services to such property, the Owner shall consolidate the metering into a single service.
 - e. The building(s) shall have a main entrance fronting East 4th Street, and have an address assigned as 121 E. 4th Street. The current building entry door on Grant Street shall be designed and operated as an exit door.
 - f. The structure shall not be enlarged, extended, or structurally altered except in accordance to the provisions contained herein.
2. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:
 - a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval;
 - b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval;
 - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.
 3. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.

Revocation of Permit

1. **Revocation for Non-Compliance.** Revocation shall require that the City notify the Owner of any non-compliance, in writing, and provide the Owner 90 days to correct the issue(s). Failure to comply shall cause a public hearing to be scheduled before the City Council, to review the permit and the approved conditions and the failure to act by the Owner. If the Owner is found to be non-compliant, the City Council shall revoke the permit and the order the use to cease and desist. Failure to follow a cease and desist shall cause action to be filed in the District Court or such other remedies as allowed by Nebraska law.

2. Revocation for Abandonment. Revocation may also occur if the City documents that the use has ceased operations for 12 consecutive months. The City shall notify the Owner in writing and the permit shall be invalid within 30 days of such notice.

Miscellaneous

1. Entire Understanding. This Conditional Use contains the entire agreement of the parties relating to this matter. It supersedes any prior agreements or understandings among them and shall not be modified or altered or amended in any manner except in writing and signed by both parties
2. Binding. This Conditional Use, and all conditions stated herein, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and permitted assigns.
3. Waiver. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
4. Indemnification. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his/her agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.
5. Severability. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
6. Reservation. Owner reserves the right to file an application for amendment to this Permit.
7. Notice. Any notice to be given by City shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

Contact Name and Address:

Islamic Center of Lexington, Inc.
P.O. Box 151
Lexington, NE 68850

Effective Date:

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.



THE CITY OF LEXINGTON

By John Fagot
John Fagot, Mayor

Attest:
Pamela Baruth
Pam Baruth
City Clerk

CONSENT AND AGREEMENT

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

Owner: _____
By: Kevin
Title: President
Date: 8-9-16

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

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

NLCC certified training program completed

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

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

Lease expiration date _____
 Deed _____
 Purchase Agreement

14. When do you intend to open for business? December 31st 2021

15. What will be the main nature of business? Restaurant & Bar

16. What are the anticipated hours of operation? Monday - Saturday 11am to 1AM

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
<u>Lexington, NC</u>	<u>1995</u>	<u>Present</u>	<u>Lexington, NC</u>	<u>1987</u>	<u>Present</u>

If necessary, attach a separate sheet

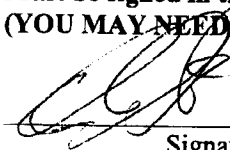
**PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE -
PLEASE READ CAREFULLY**

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

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

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

**Must be signed in the presence of a notary public by applicant(s) and spouse(s).
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**



Signature of **APPLICANT**
(Do not sign until in the presence of the Notary Public)

Oscar DeLaTorre

Printed Name of **APPLICANT**

State of Nebraska, County of Dawson

The foregoing instrument was acknowledged before me this

12/16/21

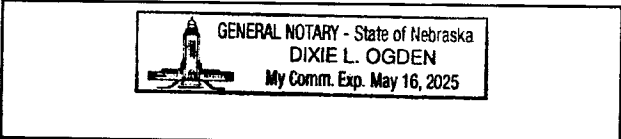
(Date)

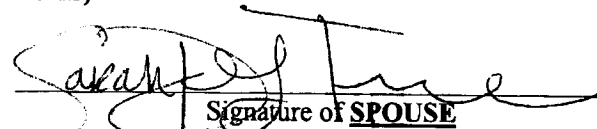
By Oscar DeLaTorre

Name of person(s) signing document in front of Notary



Notary Public Signature





Signature of **SPOUSE**
(Do not sign until in the presence of the Notary Public)

Sarah DeLaTorre

Printed Name of **SPOUSE**

State of Nebraska, County of Dawson

The foregoing instrument was acknowledged before me this

12/16/21

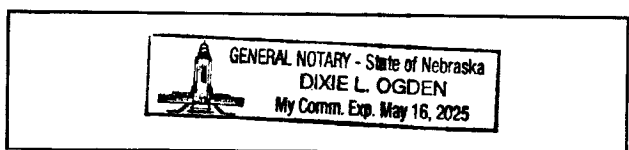
(Date)

By Sarah DeLaTorre

Name of person(s) signing document in front of Notary



Notary Public Signature



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

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

RECEIVED

Office Use

DEC 16 2021

NEBRASKA LIQUOR
CONTROL COMMISSION

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

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

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

Name of Registered Agent: Oscar DeLaTorre

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

Three 21 Tavern LLC

LLC Address: 2004 Park Drive

City: Lexington State: NE Zip Code: 68850 1259

LLC Phone Number: 402.651.4337 LLC Fax Number _____

Name of Managing/Contact Member

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

Last Name: DeLaTorre First Name: Oscar MI: _____

Home Address: 2004 Park Drive City: Lexington

State: NE Zip Code: 68850 1259 Home Phone Number: 402.651.4337

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Lincoln

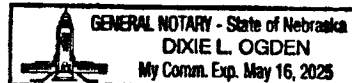
The foregoing instrument was acknowledged before me this

Date 12/16/21

by Oscar DeLaTorre
name of person acknowledge

Dixie L. Ogden

Affix Seal



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

Last Name: DeLaTorre First Name: Oscar MI: _____
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): JAVAN JAVNE DeLaTorre
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Percentage of member ownership: 70%

Last Name: DeLaTorre First Name: Sarah MI: J
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): OSCAR DeLaTorre
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Percentage of member ownership: 90%

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

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

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

YES

NO

If yes, provide the following:

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

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

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

CERTIFICATE OF ORGANIZATION

THREE 21 TAVERN, L.L.C.

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

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

“THREE 21 TAVERN, L.L.C.”

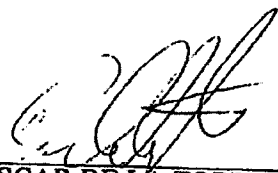
2. The address of the Limited Liability Company's designated office is:

112 E 5th St.
Lexington, NE 68850

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

Oscar De La Torre
2004 Park Drive
Lexington, NE 68850

IN WITNESS WHEREOF, the Undersigned has executed this Certificate this
30 day of Nov., 2021.

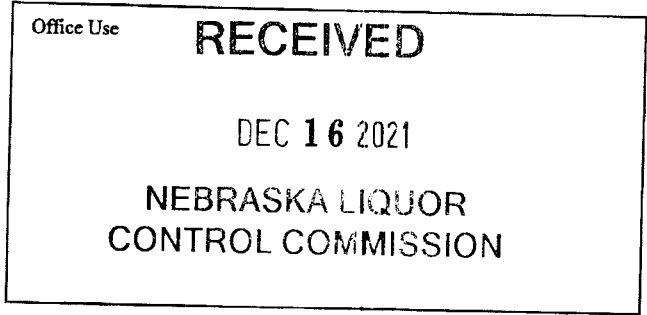


OSCAR DE LA TORRE, Organizer

Heldt, McKeone & Copley
PO Box 1050
Lexington, NE 68850
308-324-5151

**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: Three 21 Tavern LLC

Premise information

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

Premise Trade Name/DBA: Three 21 Tavern

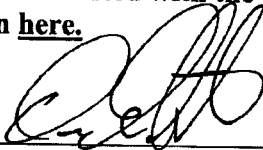
Premise Street Address: 112 East 5th Street

City: Lexington, NE County: Dawson Zip Code: 68850
1901

Premise Phone Number: 308.324.3003

Premise Email address: three21tavern@gmail.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.



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

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: DeLaTorre First Name: Oscar MI: _____
 Home Address: 2004 Park Drive
 City: Lexington, NE County: Dawson Zip Code: 68850
 Home Phone Number: (402) 651.4337 1259
 Driver's License Number & State: Nebraska #12771272
 Social Security Number: _____
 Date Of Birth: _____ Place Of Birth: Mission Hills, CA
 Email address: lexplumcreek@gmail.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)
 YES NO

Spouse's information
 Spouses Last Name: DeLaTorre First Name: Sarah MI: J
 Social Security Number: _____
 Driver's License Number: _____
 Date Of Birth: _____ Place Of Birth: Lexington, NE

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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>Lexington, NE</u>	<u>1995</u>	<u>Present</u>	<u>Lexington, NE</u>	<u>1987</u>	<u>Present</u>

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2014	Present	Heartland Chevy Buick	Vic Gomez	308.324.2306
2008	2014	Pinnacle Bank - Lexington	Toby Owens	308.324.5686

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Sarah J. Delatorre	03/2011	Hot Springs, SD	Speeding	Paid Fine
Oscar Delatorre	6/2007	Lexington, NE	3 rd degree Assault	Probation

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

YES NO

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

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

YES NO

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

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

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

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed form 147 regarding fingerprints?

YES NO

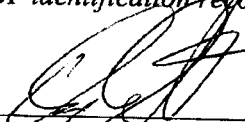
PERSONAL OATH AND CONSENT OF INVESTIGATION

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


The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

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

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



Signature of Manager Applicant



Signature of Spouse

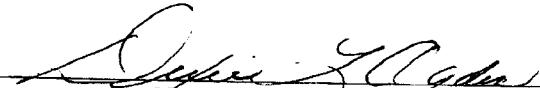
ACKNOWLEDGEMENT

State of Nebraska
County of Lincoln

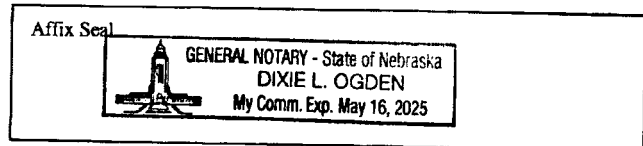
The foregoing instrument was acknowledged before me this

12/16/21
date

by Sarah DeLoTorre
Cecilia DeLoTorre
NAME OF PERSON BEING ACKNOWLEDGED



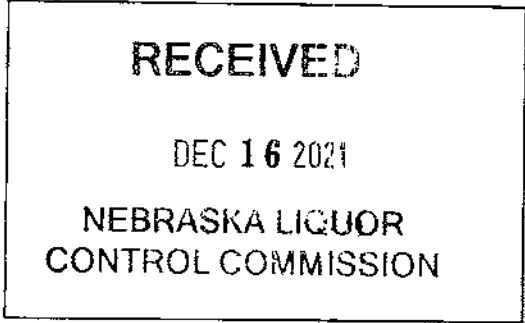
Notary Public signature



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

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol; It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

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

Trade Name Three 21 Tavern

Name of Person Being Fingerprinted: Oscar DeLaTorre

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 12/14/2021

Location where fingerprints were taken: Dawson County Sheriff Department

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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


SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

We the People

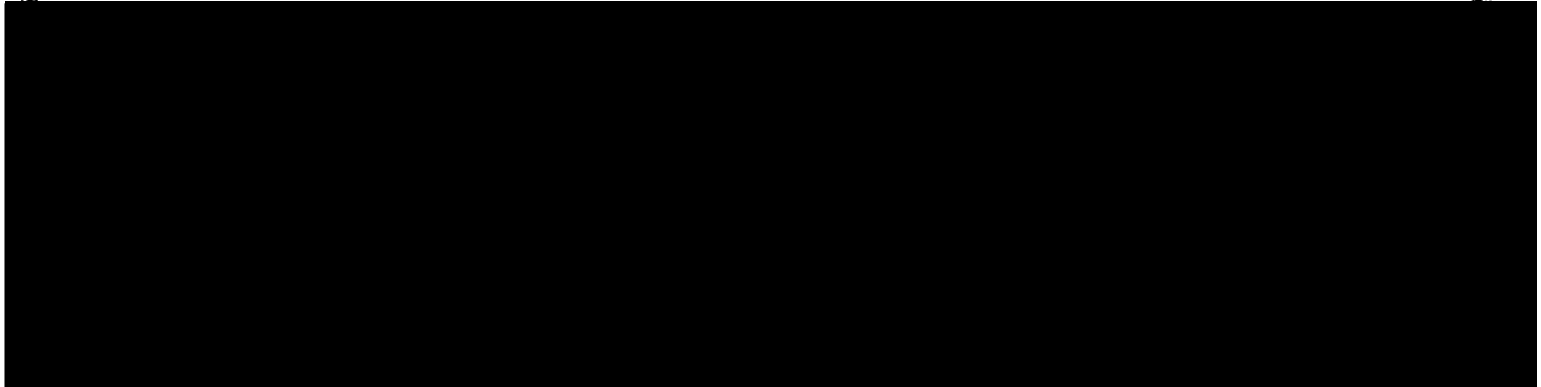
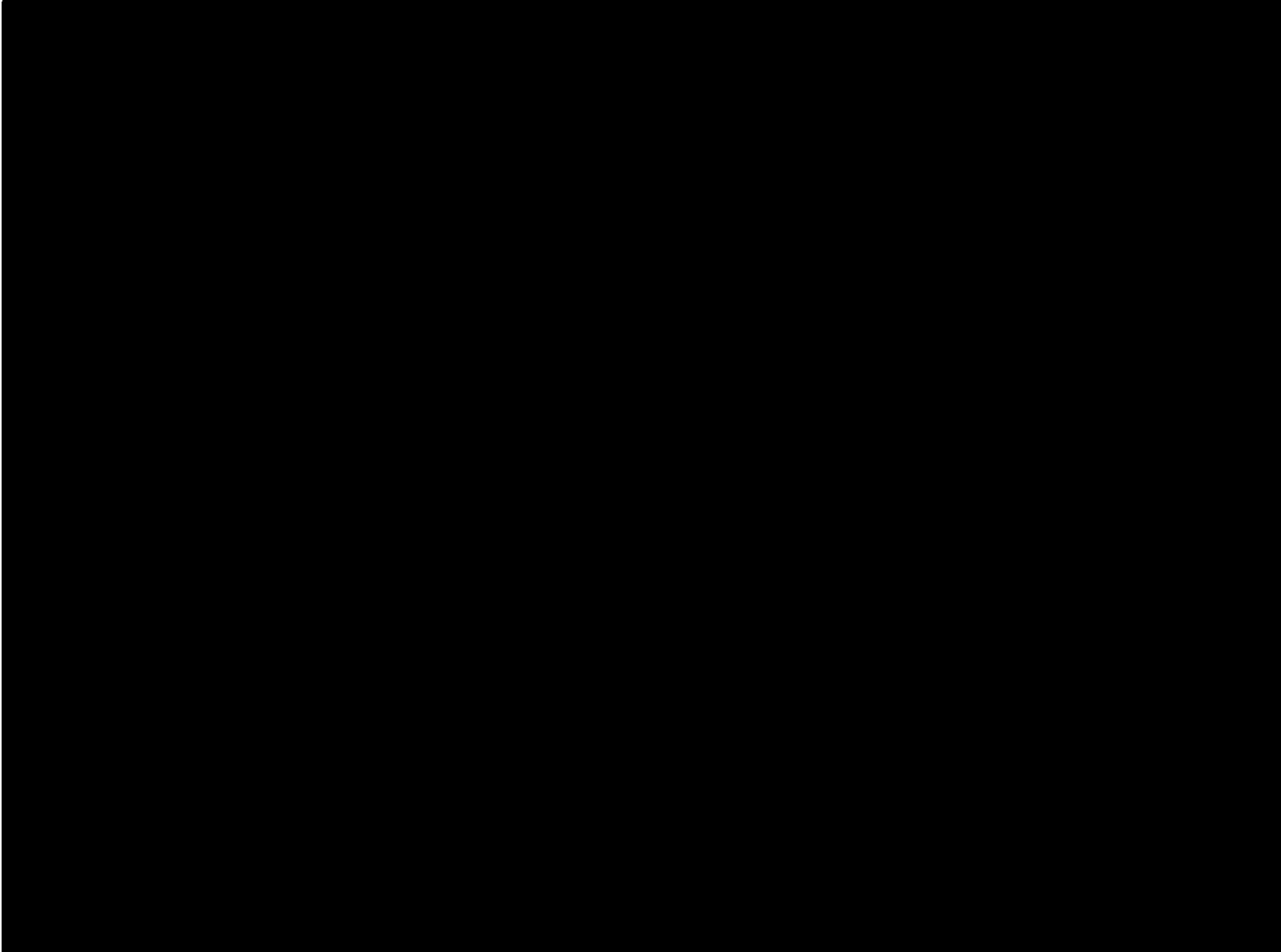
1787-1788
The Constitution



STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF LOS ANGELES • REGISTRAR-RECORDER/COUNTY CLERK





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

Oscar Delatorre

Political Party
Republican

Precinct
Lex 3rd 014

05/10/2022 2022 NE Primary Election

05/10/2022 2022 NE Primary Election

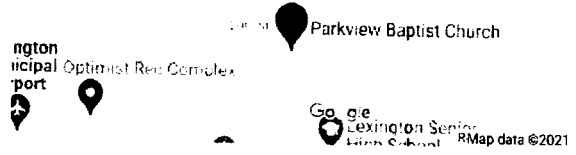
We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

Lex 3rd 014

Parkview Baptist Church Lexington, NE 68850

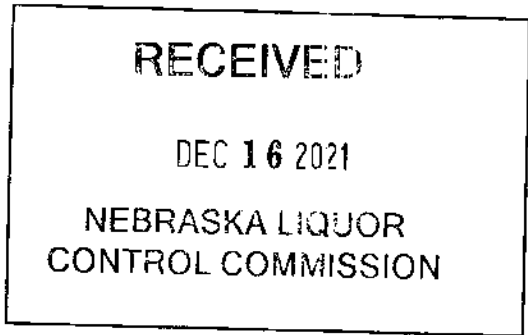
[View larger map](#)



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**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



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

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Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
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4600 Innovation Drive
Lincoln, NE 68521
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- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

Trade Name Three 21 Tavern

Name of Person Being Fingerprinted: Sarah DeLaTorre

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 12/14/2021

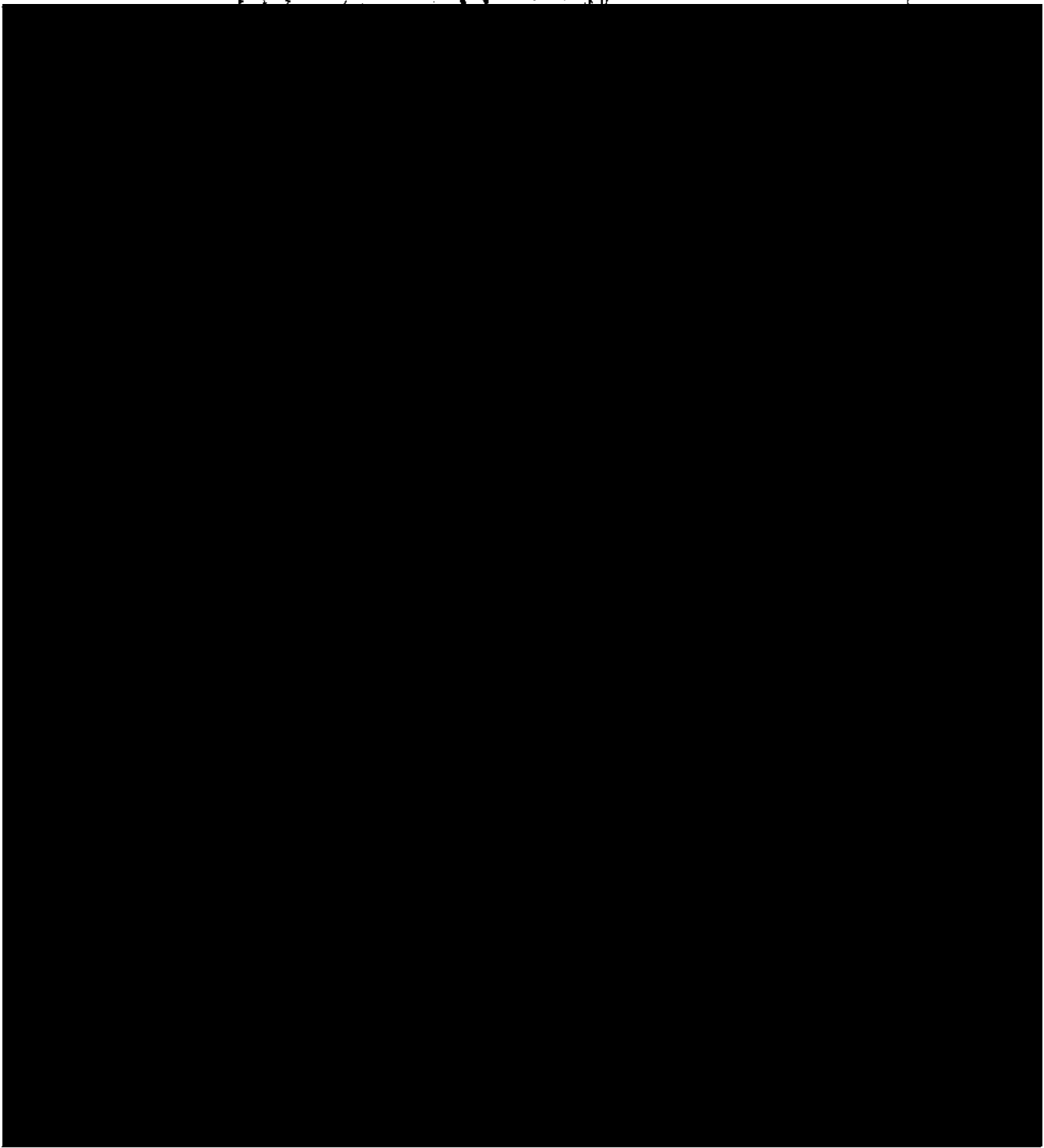
Location where fingerprints were taken: Dawson County Sheriff's Department

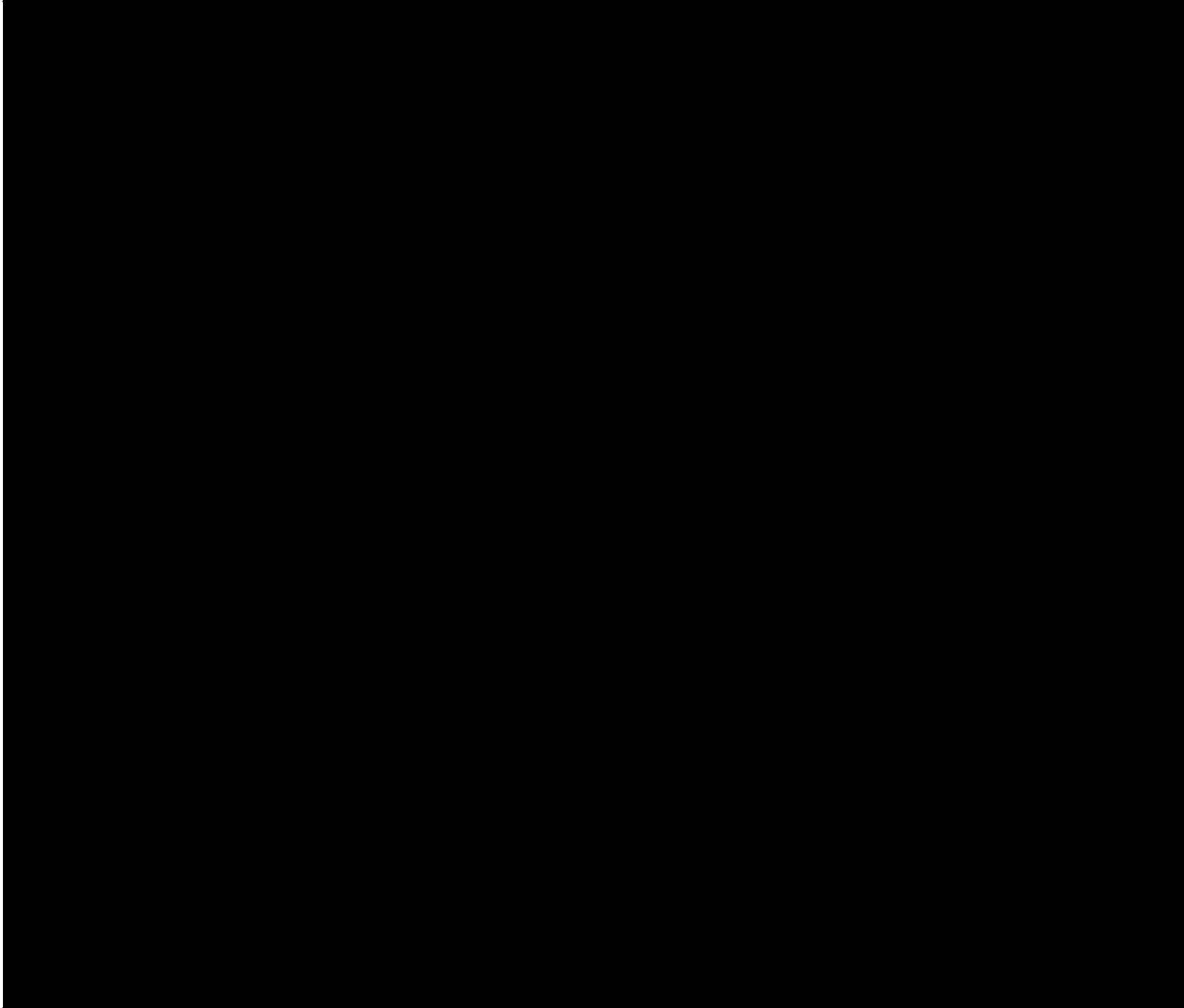
How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

Sarah DeLaTorre
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED





The bottom third of the page is white and contains a few small, faint artifacts, including a small dark speck and a vertical line of noise on the right side, likely from the scanning process.



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

Sarah J Delatorre

Political Party
Republican

Precinct
Lex 3rd 014

05/10/2022 2022 NE Primary Election

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

Polling Location

Lex 3rd 014

Parkview Baptist Church Lexington, NE 68850

[View larger map](#)



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Copy

ASSET PURCHASE AGREEMENT

THIS AGREEMENT (hereinafter referred to as "the Agreement") is entered into on 12/15, 2021, by and between Teps, Inc., a Nebraska Corporation and Samuel E. Teply and Kristie L. Teply, Husband and Wife, (hereinafter collectively referred to as "Seller"), and Three 21 Tavern, L.L.C. (hereinafter referred to as "Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain assets, including real estate and personal property, and the business known as the "Tep's Bar & Grill," located at 112 E. 5th, Lexington, NE 68850, and Seller and Buyer have reached an understanding pursuant to which Buyer shall purchase from Seller those assets and business, all under the terms and conditions hereinafter set forth; and

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

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

ARTICLE 1 - Purchase and Sale of Assets and Business.

1.1 Purchase and Sale of Assets and Business. At the Closing (as defined in Section 1.8), subject to the terms and conditions set forth in this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller, with the exceptions set forth hereinafter, all of Seller's assets and business as a going concern, including the following:

- a. Real estate located generally at 112 E. 5th, Lexington, Dawson County, Nebraska, being the real estate owned by Seller Samuel E. Teply and Kristie L. Teply, legally described as follows:

Lot 3, Block 54, Original Town of Plum Creek, now City of Lexington, Dawson County, Nebraska. (hereafter "Real Estate")

- b. All of the improvements and personal property located on the above-described real estate, including furnishings, furniture, fixtures, equipment, appliances, logos, interior and exterior signage, electronics, restaurant equipment owned by Seller, including but not limited to that personal property identified on **Exhibit "A"** attached hereto, as well as any other personal property used in the operation of the business; and

- c. All of the goodwill and going concern value of the business, including without limitation, all of the leases, contracts, records, files, lists, all trade names, telephone numbers, web sites, and all other intangible assets of the business.

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

1.2 Excluded Assets. There shall be excluded from Seller's Assets and Business being sold and transferred hereunder, the following: See attached **Exhibit "B."** (if any).

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

1.4 Purchase Price. The purchase price to be paid by Buyer to Seller for the sale and transfer of Seller's Assets and Seller's Business to Buyer, in accordance with the provisions of this Agreement, is the sum of Three Hundred Sixty Thousand Dollars and 00/100ths (\$360,000.00). The purchase price shall be payable as follows:

- a. The sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), to be paid by Buyer to Seller at the time of Closing; and
- b. The remaining sum in the amount of ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00) shall be paid by the signing of a secured Promissory Note with payments to be made in accordance with the terms and conditions of the Promissory Note, a copy of which is attached hereto, marked **Exhibit "C"** and made a part hereof by this reference, which shall be secured by a Deed of Trust, a copy of which is attached hereto, marked **Exhibit "D,"** and made a part hereof by this reference, and a secured interest in all personal property described in **Exhibit "A"** attached hereto which shall be evidenced by a security agreement. All installments due under the Promissory Note shall be paid directly to or automatically deposited in an account set up by Seller for that purpose with all payments to be applied to the Promissory Note.
- c. The allocation of the Purchase Price shall be as follows:

Real Estate and Fixtures	\$310,000.00
Personal Property	<u>\$ 50,000.00</u>
Total	\$360,000.00

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

- a. As a cash payment by Buyer to Seller, prepaid advertising or lease contracts;
- b. As a cash payment by Buyer to Seller, any amounts in the cash register or identified as petty cash on hand as of the time of Closing;
- c. At the option of Buyer, as a cash payment by Seller to Buyer, all accrued vacation time, sick leave time, and severance pay that carries forward after Closing, and all other employee benefits that have been earned but not paid at the time of Closing.

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

1.7 Physical Possession of Seller's Assets and Business. Physical possession of Seller's Assets and Business shall be delivered to Buyer at the time of Closing. Seller agrees to furnish Buyer with copies of any records concerning Seller's Assets and Business that are in their possession and/or agrees to assist Buyer in securing any applicable records relative to the past and present operation, including, but not limited to, evidence of deposits, leases, utility statements, background/credit checks of employees and other personnel information, all business contacts (for repairs, vending, services, remodeling), financial records, clientele, employees, etc., so as to assist Buyer in an orderly and continuous transition of the ownership of Seller's Assets and Business. Further, Seller agrees to assist and instruct Buyer, for a period of sixty (60) days after Closing with information on business operation and procedures, record keeping, and other necessary items so as to assist Buyer in an orderly and continuous transition of the ownership of Seller's Assets and Business. Seller shall dedicate at least two (2) hours per week to consulting for Buyer in regards to the above matters.

1.8 Closing. The Closing shall take place on or about December 30, 2021 or at such other time as Seller and Buyer shall mutually agree. Following Closing, Buyer is authorized to open all mail addressed to Tep's Bar & Grill and Teps, Inc. unless such mail is marked personal. Any mail so marked and any mail intended to be sent to Seller personally which does not affect or concern the conduct of Seller's Assets and Business being transferred hereunder shall be forwarded by Buyer to Seller immediately.

1.9 Inspection and Value. Buyer has formed Buyer's own opinion as to the value of Seller's Assets and Business being purchased hereunder. Seller and Buyer agree that Seller's warranties include only such express written warranties as are contained in this Agreement. Any other

express warranties, oral or written, not contained in this Agreement are of no force and effect. Seller hereby disclaims all implied warranties, including, without limitation, implied warranties of merchantability and implied warranties of fitness for special or ordinary purposes. The parties acknowledge that Buyer has inspected Seller's Assets and Business, financial records, books of account, purchase orders, receipts, and other business records to the full extent of Buyer's desire, and Seller has given Buyer ample opportunity to conduct such inspections. Seller's Assets and Business being purchased hereunder, except as expressly warranted or represented herein, are purchased "AS IS" and "with all faults". Buyer recognizes the success of the enterprise in which Seller's Assets and Business will be utilized is dependent upon the skills and abilities of Buyer.

ARTICLE 2 - Transfer of Real Estate

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

2.2 **Title Insurance.** Seller and Buyer shall obtain a title insurance commitment on the Real Estate, issued by Heldt, McKeone & Copley. The title insurance commitment will show marketable title to the Real Estate in Seller in accordance with the terms and conditions of this Agreement, and shall agree to insure title in Buyer and for the benefit of Buyer's lender, if any, in the amount of the Purchase Price following closing in conformity herewith. Title standards approved by the Nebraska State Bar Association as of the date of the title insurance commitment shall serve as a guide to marketability of title. Buyer shall approve or disapprove title to the Real Estate within three (3) days after receipt of the title insurance commitment or the receipt of the title exception documents, whichever last occurs. If any defect in title is discovered during the examination of the title commitment by either Buyer or Buyer's attorney, Buyer shall furnish Seller with a copy of the attorney's opinion which reflects such defect. Seller shall have a reasonable time to cure such defect and Sellers shall bear the expense of curing the same. If efforts to cure any such defect fail, Buyer shall have the option to (i) rescind this Agreement, in which case rescission shall be Buyer's sole remedy; or (ii) waive such objections and proceed with the Closing, with an appropriate credit towards or reduction of the Purchase Price on account thereof if such objections are to liens or encumbrances securing monetary claims. Any matters reflected in the title commitment to which Buyer does not object shall be deemed to be "**Permitted Exceptions.**" Buyer agrees that the closing date may be extended for a reasonable time not to exceed thirty (30) days, to allow Seller to perform title curative work, if necessary. If Buyer fails to approve or disapprove title within three (3) days then the Buyer shall be deemed to have waived any such defects without any requirement upon Seller to perform any title curative work. This waiver shall not extend to any unpaid real estate taxes or special assessments, or to any mortgages or deeds of trust given by Seller, encumbering any part of the Property. Seller agrees to execute, upon request of the Title agent, a Nebraska Marketable Title Affidavit.

2.3 **Taxes, Assessments and Other Costs.** All taxes related to the Real Estate for 2021

and all prior years shall be paid by Seller at or prior to closing. Any tax related to the Real Estate for 2022 and beyond shall be paid by Buyer. Any special assessment arising out of any improvement completed or under construction prior to Closing, whether then levied or unlevied, assessed or unassessed, shall be borne by Seller. Seller shall pay any and all transfer taxes, documentary revenue stamp taxes, or similar fees which are payable upon the recording of the Warranty Deed from Seller to Buyer.

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

2.5 Use and Restrictions of the Property. Buyer's intended use of the Real Estate is as a bar and restaurant and the Buyer's intended use complies with applicable zoning and local ordinances. The Real Estate is located in a designated flood plain. Seller is not aware of anything which would prohibit the Buyer continuing to use the Real Estate as a bar and restaurant.

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

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

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

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

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

Liability Act, as amended 42 U.S.C. §§6901 et seq., has been generated, manufactured, refined, transported, treated, stored, handled or disposed of on, at or near the Real Estate.

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

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

ARTICLE 3 - Transfer of Telephone Number and Business Assets

3.1 Transfer of Telephone Number and Website. Following Closing, Buyer shall own and is hereby authorized to use the current telephone number of Teps Bar and Grill, which is (308) 324-3003, and Seller assigns all rights to use such number to Buyer. Following Closing, Buyer shall own and is authorized to use all current websites of Teps Bar and Grill, including the Facebook website, and Seller assigns all rights to use the website to Buyer.

ARTICLE 4 - Conduct of Business Pending Closing

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

- (a) Seller shall not engage in any sale or enter into any transaction, contract or commitment, or incur any liability or obligation, or make any disbursement, not in the ordinary course of business.
- (b) Seller shall not change its Articles of Incorporation, nor sale or transfer any interest in Teps, Inc.
- (c) Seller shall not engage in any action or fail to act where the result is likely to interfere with the completion of the transactions herein contemplated.
- (d) Seller shall not subject any of its assets, tangible or intangible, to any lien of any kind, exclusive of liens arising as a matter of law.
- (e) Seller shall not increase or enhance the compensation payable to any employee of Seller, except for regularly scheduled wage adjustments to employees in amounts consistent with past practice.
- (f) Seller shall carry and continue in force through the Closing such property, worker's compensation, liability and other insurance as Seller currently carries.

(g) Seller shall use its best effort to preserve the business organization and all inventory, equipment and records thereof in good order and shall use its best efforts to keep available for Buyer all the present employees of Seller and preserve for Buyer the good will of suppliers, customers and others having business relationships with Seller.

(h) Seller shall repair and maintain Seller's Assets in a good state of repair, ordinary wear and tear excepted, and Seller shall not dispose of any of such items without the consent of Buyer.

(i) Seller shall maintain its normal advertising rates.

(j) Seller shall allow, at all reasonable times upon reasonable notice, Buyer and its attorneys, auditors, accountants and other authorized representatives and their lenders, to have access to Seller's Assets and Business, financial records, tax returns, all working papers, books of account, purchase orders, receipts, and other business records.

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

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

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

4.3 Data on Employees. Before Closing, Seller shall deliver to Buyer a true and complete schedule of employees listing all persons employed by Seller, showing as to each, the nature of the employee's job, age, years of service, the amount or rate of compensation, all accruals of vacation, sick leave, retirement benefits, and any other benefits due the employee and other matters which may be reasonably requested by Buyer. Seller shall comply with whatever reasonable requests Buyer may make for the supplementation of such information.

ARTICLE 5- Seller's Liabilities.

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

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

ARTICLE 6 - Representations and Warranties of Seller.

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

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

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

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

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

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

6.7 Good Title. Seller has and shall transfer to Buyer, at Closing, a Bill of Sale conveying good and marketable title to Seller's Assets and Business being sold and transferred

hereunder, free and clear of any and all obligations, security interests, encumbrances or liens.

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

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

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

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

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

6.13 Covenant not to Compete. Seller will not, during the Non-Compete Period, directly or indirectly become employed by, engage in business with, serve as an agent or consultant to, become an employee, partner, member, principal, stockholder or other owner (other than a holder of less than 1% of the outstanding voting shares of any publicly held company) of, or be a landlord or lender to, any Competitive Business. For purposes of this Agreement, "Competitive Business" shall mean any individual, Company, limited liability Company, partnership, unincorporated organization, trust, joint venture or other entity (i) that engages in bar and restaurant services, or (ii) that otherwise competes with Buyer or within a 30-mile radius of Lexington, NE. "Non-Compete Period" means ten years from the date of Closing.

ARTICLE 7 - Representations and Warranties of Buyer.

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

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

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

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

ARTICLE 8 - Covenants of Seller and Buyer.

8.1 Seller's Covenants. Seller shall use its best efforts in order to fulfill the closing conditions contained in this Agreement that are reasonably within the control of Seller, and to cause the representations and warranties in Article 6 to be true and correct on and as of Closing.

8.2 Buyer's Covenants. Buyer shall use its best efforts in order to fulfill the closing conditions contained in this Agreement that are reasonably within the control of Buyer, and to cause the representations and warranties in Article 7 to be true and correct on and as of Closing.

ARTICLE 9 - Seller's Conditions to Closing.

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

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

9.2 Performance of Covenants. Buyer shall have performed all covenants and obligations and complied with all conditions required by this Agreement to be performed or complied

with by it on or prior to Closing.

9.3 Closing Documents. Buyer shall have delivered all documents required to be delivered by Buyer at Closing, as more specifically set forth in Section 11.2, in each case in form and substance reasonably satisfactory to Seller.

ARTICLE 10 - Buyer's Conditions to Closing.

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

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

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

10.3 Closing Documents. Seller shall have delivered all documents required to be delivered by Seller at Closing, as more specifically set forth in Section 11.1, in each case in form and substance reasonably satisfactory to Buyer.

10.4 Nebraska Liquor Control Commission. Seller agrees to cooperate with Buyer as it relates to Buyer's application to the Nebraska Liquor Control Commission for any Temporary Operating Permit.

ARTICLE 11 - Documents to be Delivered at Closing.

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

(a) Seller shall deliver to Buyer a certificate of good standing certified as of a recent date by the Nebraska Secretary of State, attesting to the good standing of the Company under the laws of the State of Nebraska, or other proof of good standing satisfactory to Buyer.

(b) Seller shall execute and deliver to Buyer a Warranty Deed for the Real Estate and a Bill of Sale for the Personal Property, transferring said assets to Buyer and providing to Buyer good and marketable title free and clear of all liens, claims, and encumbrances.

(c) Seller shall deliver to Buyer releases from any lienholders related to any of Seller's Assets and Business.

(d) Seller shall execute and deliver to Buyer all documents and instruments

reasonably required or desired by Buyer under other provisions of the Agreement to carry out the terms thereof.

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

- (a) Buyer shall execute and deliver to Seller a Promissory Note, a copy of which is attached hereto and marked Exhibit "C".
- (b) Buyer shall execute and deliver to Seller a Deed of Trust, a copy of which is attached hereto and marked Exhibit "D".
- (c) Buyer shall execute and deliver to Seller a Security Agreement and Financing Statement for Seller's secured interest in the personal property described in Exhibit "A."
- (d) Buyer shall execute and deliver to Seller all documents and instruments reasonably required or desired by Seller under other provisions of the Agreement to carry out the terms thereof.

ARTICLE 12 - Survival and Indemnification.

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

12.2 General Indemnification.

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

ARTICLE 13 - Termination and Modification of Agreement.

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

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

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

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

13.3 Effect of Termination. If, prior to Closing, this Agreement is terminated and the transactions contemplated hereby are abandoned pursuant to Section 13.1, or, after Closing, the sale and purchase of Seller's Business is terminated pursuant to Section 13.2, this Agreement or the documents that have been executed for Closing and the transactions contemplated thereunder, shall become null and void and of no further effect, except for the provisions of this Article 13; provided, however, that such termination shall not affect the right of any party to bring an action against another party for a breach occurring prior to the termination or for a wrongful termination.

ARTICLE 14 - Miscellaneous.

14.1 Notices. Any notices or other communications required or permitted hereunder to any party hereto shall be sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, addressed as follows:

In the case of Buyer to:

Three 21 Tavern, L.L.C.

Oscar De La Torre
2004 Park Drive
Lexington, NE 68850

In the case of Seller to:

Samuel and Kristie Teply
8 Pelican Bay, Dr. 17
Johnson Lake, NE 68937

or such substituted address as any party shall have given notice to the others in writing in the manner set forth in this Section 13.1.

14.2 Division of Expenses. The costs of the preparation of all documents and other related expenses in connection with the sale of the Assets and Business and the closing of the sale shall be paid by the respective parties as follows:

- (a) Closing Fee (HMC) – Seller-½ & Buyer-½;
- (b) Documentary Stamp Tax-Seller
- (c) Filing Fee (Warranty Deed) – Buyer;
- (d) Filing Fee (Deed, Deed of Trust, if applicable) – Buyer;
- (e) Attorney's Fees-each pays their own
- (f) Owner's Title Insurance Premium and Closing Protection Letter- Seller-½ & Buyer-½;

14.3 Amendment. This Agreement may be amended or modified in whole or in part only by an agreement in writing executed by all parties hereto and making specific reference to this Agreement.

14.4 Binding on Heirs, Personal Representatives, Successors and Assigns. Seller is liable for each of Seller's representations, warranties, covenants and indemnity obligations hereunder. Buyer is liable for each of Buyer's representations, warranties, covenants and indemnity obligations hereunder. This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective heirs, personal representatives, successors and assigns in accordance with the terms hereof.

14.5 Assignment. This Agreement may not be assigned by either party without the express written permission of the other party, with the exception of any assignment by Buyer to Buyer's LLC to be created hereafter, which said assignment may happen without consent of the Seller.

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

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

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

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

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

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

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

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

SELLER:

Teps, Inc., a Nebraska Corporation

BUYER:

Three 21 Tavern, LLC

By Sam Teply
Samuel E. Teply, President

By Oscar De La Torre
Oscar De La Torre, Managing Member

Sam Teply
Samuel E. Teply

Kristie L. Teply
Kristie L. Teply

STATE OF NEBRASKA)
) ss:
COUNTY OF DAWSON)

The foregoing Agreement was acknowledged before me on Dec. 15, 2021,
by Samuel E. Teply, President, for and on behalf of Teps, Inc., a Nebraska Corporation

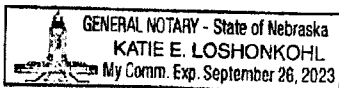


Katie E. Loshonkoehl
Notary Public

(SEAL)

STATE OF NEBRASKA)
) ss:
COUNTY OF DAWSON)

The foregoing Agreement was acknowledged before me on DEC. 15, 2021,
by Samuel E. Teply and Kristie L. Teply, Husband and Wife.



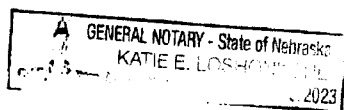
Katie E. Loshonkoehl
Notary Public

(SEAL)

STATE OF NEBRASKA)
) ss:
COUNTY OF DAWSON)

The foregoing Agreement was acknowledged before me on Dec. 16,

2021, by Oscar De La Torre, Managing Member of the Three 21 Tavern, L.L.C.



Katie E. Loshonko
Notary Public

(SEAL)

Exhibit D

Return to:
HELDT, MCKEONE & COPLEY
P.O. Box 1050
710 N. Grant
Lexington, Nebraska 68850

DEED OF TRUST

THIS DEED OF TRUST is made on this ____ day of _____, 20___. The Trustor is THREE 21 TAVERN, LLC, a/k/a Borrower. The Trustee is BRIAN W. COPLEY, Attorney at Law, PO Box 1050, Lexington, NE 68850. The Beneficiary is Samuel L. Teply and Kristie L. Teply, a/k/a Lender. The Beneficiary's address is 8 Pelican Bay, Drive 17, Johnson Lake, NE 68937.

Borrower irrevocably conveys to Trustee, in Trust, with the power of sale, the following:

Lot 3, Block 54, Original Town of Plum Creek, now City of Lexington, Dawson County, Nebraska.

Together with all the rents and profits therefrom, less real estate taxes, and subject to easements and restrictions of record, if any.

Borrower owes Lender \$160,000.00, pursuant to a Promissory Note of even date payable according to the terms thereof.

This Security Instrument secures to Lender the debt evidenced by such Promissory Note, the payment of all other sums, with interest, advanced under the provisions hereafter to protect the security and the performance of Borrower's covenants and agreements.

Borrower covenants that Borrower is lawfully seised of such real estate and has the legal power and lawful authority to convey the same and warrants and will defend title to the real estate against the lawful claims of all persons.

BORROWER AND LENDER AGREE AS FOLLOWS:

1. Borrower shall pay when due, the principal and interest as provided in said note.
2. All payments received by Lender shall be first applied to advances which may have been made

by Lender and then to interest due and last to principal due.

3. Borrower shall pay all general real estate taxes and special assessments against the property before the same become delinquent.
4. If Lender determines that any part of the property is subject to a lien, which is or may attain priority over this security instrument, Lender may give Borrower a notice identifying the lien and Borrower shall satisfy the lien within ten (10) days.
5. Buyer shall keep the improvements on said premises insured against loss by fire and hazards included within the term "extended coverage" for their insurable value and policies for the same shall include a standard mortgage clause showing Lender herein. In event of loss, Lender may make proof of loss if not promptly made by Borrower. Insurance proceeds shall be applied to restoration or repair of the property damaged, unless both Parties otherwise agree, except if restoration or repair is not economically feasible or Lender's security is not lessened, otherwise said proceeds shall be paid on the debt herein, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the monthly payments provided in said note, or change the amount of the payments.
6. If Borrower fails to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, including the paying of any sum secured by a lien which has priority over this security instrument, appearing in court, paying reasonable attorney fees and entering the property to make repairs. Any amount disbursed by Lender under this paragraph shall become an additional debt of Borrower secured by this security instrument, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at the highest lawful rate until refunded by Borrower.
7. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Borrower.
8. Any extensions or modifications of the loan granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
9. Any notice to Borrower provided for in this security instrument shall be given by delivering it or may mailing it by first class mail unless Nebraska Law requires use of another method, at the Borrower's last known address.
10. This security instrument and the note which it secures shall be governed by Nebraska law.
11. Lender shall give notice to Borrower following Borrower's breach of any covenant or agreement in this security agreement and the note which it secures. The notice shall specify (a) the

default, (b) the action required to cure the default, (c) a date not less than 30 days from the date the notice is given to Borrower by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this security agreement and resale of the property. The notice shall further inform borrower of the right to reinstate, after acceleration, and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If default is not cured, on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security agreement without further demand and may invoke the power of sale and any other remedies permitted by Nebraska Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorney fees and costs of title evidence.

12. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the property is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee, without demand on Borrower, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's Deed conveying the property. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of sale in the following order: (a) to all expenses of the sale including, but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this security agreement; and (c) any excess to the person or persons legally entitled to it.

13. Upon acceleration under Paragraph 12 or abandonment of the property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this security instrument.

14. Upon payment of all sums as herein provided, Lender shall direct Trustee to reconvey the property and shall surrender this security instrument and the note secured. Trustee shall reconvey the property without warranty and without charge to the persons legally entitled to it.

15. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded the county in which this security instrument is recorded. Without conveyance of the property, the successor Trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Nebraska law.

16. Borrower requests that copies of all notices provided herein be sent to Borrower's address which is:

Three 21 Tavern, LLC
2004 Park Drive
Lexington, NE 68850

17. Beneficiary requests that payments made pursuant to the Promissory Note referenced herein are sent to Beneficiary at:

Samuel E. Teply and Kristie Teply
8 Pelican Bay, Drive 18
Johnson Lake, NE 68937

IN WITNESS WHEREOF, the Borrower, Three 21 Tavern, LLC, has signed this Agreement, the day and year first above written.

THREE 21 TAVERN, LLC, a Nebraska Limited Liability Company

By _____
OSCAR DE LA TORRE, Managing Member

STATE OF _____)
) ss
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2021 by Oscar De La Torre, Managing Member of THREE 21 TAVERN L.L.C., a Nebraska Limited Liability Company, for and on behalf of the Company.

(SEAL)

Notary Public

Exhibit C

PROMISSORY NOTE

Payee (lender):	Samuel E. Tepy and Kristie L. Tepy and Teps, Inc. 8 Pelican Bay, Drive 18 Johnson Lake, NE 68937
Maker (borrower):	Three 21 Tavern, L.L.C. 2004 Park Drive Lexington, NE 68850
Place to Make Payments:	8 Pelican Bay, Drive 17, Johnson Lake, NE 68937
Principal Sum (face amount):	\$160,000.00
Due Date 1st Payment:	February 15, 2022
Amount of Each Equal Payment:	\$160,000.00
Due Date Last Payment:	February 15, 2022
Frequency of Payments:	ONCE
Interest Rate:	0%
Number of Payments:	1
Default Interest Rate:	5.00%
Pre-Payment Restrictions:	NONE
Collateral:	112 E 5th, Lexington, NE 68850

FOR VALUE RECEIVED, the Maker, promises to pay to the order of Payee as the holder hereof may direct, the Principal Sum with interest on the principal balance from time to time remaining unpaid at the Interest Rate per annum from the date of this Promissory Note payable in equal amortization installments as set forth above and in the Amortization Schedule attached hereto. The date of maturity shall be on February 15, 2022.

The principal and interest are to be paid in equal installments as provided herein, with each installment to be applied first to accrued interest, and the balance to reduce principal.

Should any installment not be paid when due, holder may, without notice, declare the entire unpaid principal balance and accrued interest immediately due and payable, whereupon all amounts due hereunder shall bear interest at the Default interest rate per annum from the due date of the installment on which makers have defaulted. On such acceleration, holder shall be entitled to exercise all rights available to holder.

Failure of holder to exercise any option contained herein on any one default shall not waive the right of holder to exercise any such option on any subsequent default.

Maker shall have the right to pre-pay any amounts of principal and interest at any time prior to the date of maturity.

Maker waives presentment, protest, notice of protest, diligence in bringing suit hereon, and notice of extension of time for payment.

DATED: _____, 2021

Three 21 Tavern, LLC

By _____
Oscar De La Torre, Managing Member

EXHIBIT "B"

1. Two Tep's stained glass windows.
2. Mounted bull horns.
3. Two beer signs with the Tep's name and logos.
4. Personal decorations, and pictures.

Exhibit A

Dining/Bar Area:

10 Bar Stools
12 High Top Chairs
52 Chairs
29 Tables
6 High Top Tables
33 Booth Seats
10 TVs
7 Ceiling Fans
6 Speakers
1 Salad Bar
3 Child Highchairs
2 Child Booster Seats
9 Black Light Fixtures
Pool Cues
2 Bulletin Boards
Drop Safe
White Refrigerator
3 30 Gallon Trash Cans
4 small trashcans
2 Bathroom Trashcans
1 Cart (holds menus and waitress supplies)
Glasses
Cocktail Bar Garnish Tray
Bar Straw and Napkin Holders
Table Condiment Organizers

Kitchen:

Coffee Maker
Iced Tea Maker
Spoons
Forks
Knives (butter, steak, cooking)
Plates
Bowls
Serving Baskets
Trays
Pots
Pans
Storage Containers
Kitchen Utensils
Ice Makers

2 Sinks
Two-Door Freezer
Single-Door Freezer
Single- Door Refrigerator
2 Microwaves
2 Kitchen carts
Grill (Flat Top & Oven)
Grill
Fryer
Prep Table
Bun Warmer
Walk-In Cooler

**THREE 21 TAVERN
BUSINESS PLAN**

**PREPARED BY:
OSCAR & SARAH DELATORRE
112 EAST 5TH STREET
LEXINGTON, NE 68850
THREE21TAVERN@GMAIL.COM**

DECEMBER 14, 2021

EXECUTIVE SUMMARY

Three 21 Tavern is intended to be established as a Limited Liability Company at 112 East 5th Street Lexington, NE 68850 with the expectation of rapid expansion in the food & beverage service industry.

Business Description

Three 21 Tavern shall be formed as a Limited Liability Company under Nebraska state laws and headed by Oscar & Sarah DeLaTorre

Three 21 Tavern plans to employ 1 fulltime employee and 15 part-time employees.

Management Team

Three 21 Tavern had assembled an experienced management team consisting of:

- **Owner-** Oscar DeLaTorre- Life-Long Restaurant Experience, 10+ Years of Sales & Management Experience, 15+ Years in Finance Rolls
- **Co-Owner-** Sarah DeLaTorre- Bachelor of Science Degree- Business Administration/Management from University of Nebraska at Kearney- 10+ Years in Management/Finance Roll- 15+ Customer Service Experience
- **Manager-** Megan Sculley- 8+ Years of Restaurant/Bar Serving & Managing Experience.

Business Mission

Three 21 Tavern will provide a comfortable place for locals and visitors alike to come and gather for relaxation, striving to be the restaurant and bar of choice in the Lexington area. Three 21 Tavern will provide a relaxed atmosphere encouraging patrons to unwind. Specifically targeting farmers, ranchers, business professionals, and everyone in between, all are welcome. Three 21 Tavern is based on the guiding principles that life is to be enjoyed and this is reflected in its vast selection of beverages, delicious food offerings, and the professional and friendly team members.

Life is to be enjoyed! Three 21 Tavern employees love their jobs and their customers! This is not only reflected in the outstanding service – it is because management personally culls and trains each employee, putting them in the position that is ideally suited for them.

Keys to Success

Three 21 Tavern's key to success will be based on:

- **Exceptional Customer Service** – Three 21 Tavern's philosophy is simple; enjoy life and treat others as you would want to be treated. These sound principles apply to all of life's situations, both personal and professional. At Three 21 Tavern, these principles are applied to management, employees, customers, and suppliers alike.
- **Customer Satisfaction** – By providing a relaxed environment, where friends and family can meet and unwind, eat, drink, and socialize.

- **Integrity-** In the spirit of all great bartenders and wait staff, treat each customer with utmost respect and professionalism. The Three 21 Tavern Staff are trained to act professionally in all situations.

Location and Facilities

The location was a key component for Three 21 Tavern, as it aligned with the demographics of their target customer.

The 5,000 square foot building will be located in the heart of downtown at 112 East 5th Street in Lexington, Nebraska.

The bar location specifically meets the needs of the owner's patron profile – that is professionals between the ages of 30-65 during the weekday noon-hour, families and locals for casual dining in the evenings, and others just wanting to relax and unwind while having a Homestyle meal and drink in the evenings.

Products/Services Descriptions

Three 21 Tavern will offer a broad variety of beers and spirits in its full-service bar.

Patrons desiring food will not be disappointed by the bar's food offerings either. Traditional bar foods such as nachos, onion rings, wings, and fries, along with the local favorites of hamburgers, cheeseburgers, and steaks. Daily lunch and dinner specials along with weekday happy hour will also be able to be enjoyed.

There may be special events hosted at Three 21 Tavern with special entertainment such as live music or bands. A cover charge will be applied to patrons to cover the band expenses. The bands will be responsible for setup and tear down of all equipment.

Product/Service Sourcing

The key food suppliers for the business will be Cash-Wa Distributing and Sysco Foods. Having two suppliers assures exceptional delivery times, and better overall prices.

Alcoholic beverages will be purchased from NebraskaLand Distributors, Eagle Distributing of Grand Island, Johnson Brothers of Nebraska, and Sothern Glazers Wine & Spirits.

Three 21 Tavern will utilize a P-O-S (Point of Sale) touch screen system throughout the bar and restaurant area. These monitors and hand held units will provide point of sale menus, inventory control analysis, credit card sales, and office management. The POS system will be instrumental in the Three 21 Tavern's success. Bartender theft and employee theft can quickly be the financial demise of any business; the POS system will help managers and

employees keep an eye on inventory and alert them when it gets low and needs to be reordered.

Future Products/Services

The owners of the Three 21 Tavern realize the customer is the key to the success of the business and will work continually to improve/enhance the patron experience. Comment cards will be available throughout the bar and management will keenly review these comments, making adjustments as needed. For example, the owners might consider open mic nights, creating a Trivia Night or providing other options as deemed acceptable by the customers.

Marketing Strategy and Positioning

In addition to Three 21 Tavern's prime location in downtown Lexington, Three 21 Tavern will rely on advertising by outdoor and roadside signage, sponsoring local events and fundraisers and of course by word of mouth to promote sales.

The owners of Three 21 Tavern will rely on a combination of customer feedback and sales reports captured from the POS to determine how well the bar is performing. Customer comment cards will be available, and guests will have the option to receive discounts on appetizers when the card is submitted. Additionally, a local 'mystery shopper' company will also be utilized. All employees will be made aware of Three 21 Tavern's commitment to customer service and this additional tool to be used to evaluate employee performance.

Sales Strategy

The patrons will be warmly greeted immediately upon entering the bar. The objective at the Three 21 Tavern is to make everyone feel welcomed. Upon arriving and finding a comfortable location either at the bar, a cozy booth, or high top table, patrons will be asked for their drink and food order. Three 21 Tavern truly values its employees and provides them with the very best training – and therefore the best service. Management believes that this investment in its employees ensures satisfied customers and in turn repeat business, leading to increased revenues.

At Three 21 Tavern, the staff goes above and beyond the call of duty which makes patrons come back and tell everyone they know.

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
402)471-4881
ackie.matulka@nebraska.gov
JTC Local Ref ID: 66094618
2/16/2021 02:12 PM

Status: **APPROVED**
Customer Name: Three 21 Tavern LLC
Account Number: *****2059
Routing Number: 104913912

	Items	Quantity	TPE Order ID	Total Amount
Catering Endorsement (Class K)		1	67285590	\$100.00

License Number:: **na**
Trade Name (DBA):: **Three 21 Tavern**
Address:: **112 E 5th Street**
City:: **Lexington**
State:: **NE**
Zip Code:: **68850**
Phone Number:: **3083243003**
Email Address:: **three21tavern@gmail.com**

Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	67285590	\$400.00
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Applicant Name:: **Three 21 Tavern LLC**
Trade Name (DBA):: **Three 21 Tavern**
Address:: **112 E 5th Street**
City:: **Lexington**
State:: **NE**
Zip Code:: **68850**
Phone Number:: **3083243003**
Email Address:: **three21tavern@gmail.com**

Total remitted to the Nebraska Liquor Control Commission	\$500.00
Total Amount Charged	\$501.75

authorize "" to electronically debit my account.