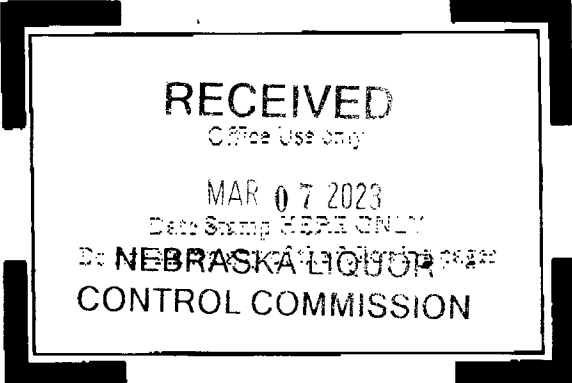


APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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: D

License Number:
125574



Office Use Only
NEW REPLACING 122013 TOP Yes No
Hot List Yes No Initial: KF

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 Derek Hoelt & Clarissa Hoelt

TRADE (DBA) NAME Tom's Midwest Liquor

PREVIOUS TRADE (DBA) NAME NA

CONTACT NAME AND PHONE NUMBER Derek Hoelt : 402.307.7770 / Clarissa Hoelt 402.440.6811

CONTACT EMAIL ADDRESS Crissamooberry@gmail.com

Punch Agree Fingerprint Cards

Office use only
PAYMENT TYPE Paypart
AMOUNT \$400.00 RCPT _____
RECEIVED: 3/3/23
DATE DEPOSITED _____



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 NA Phone Number _____

Firm Name _____

Email address _____

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

PREMISES INFORMATION

Trade Name (doing business as) Tom's Midwest Liquor

Street Address 710 Washington Blvd

City Lexington County Dawson 18 Zip Code 68850

+ 2564

Premises Telephone number 308.324.3506

Business e-mail address tm0054@hotmail.com

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

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

Check if same as premises

Name Tom's Midwest Liquor

Street Address 710 Washington Blvd

City Lexington State NC Zip Code 68850

+ 2564

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED

DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS

PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH

Building length 40 x width 32 in feet

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

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

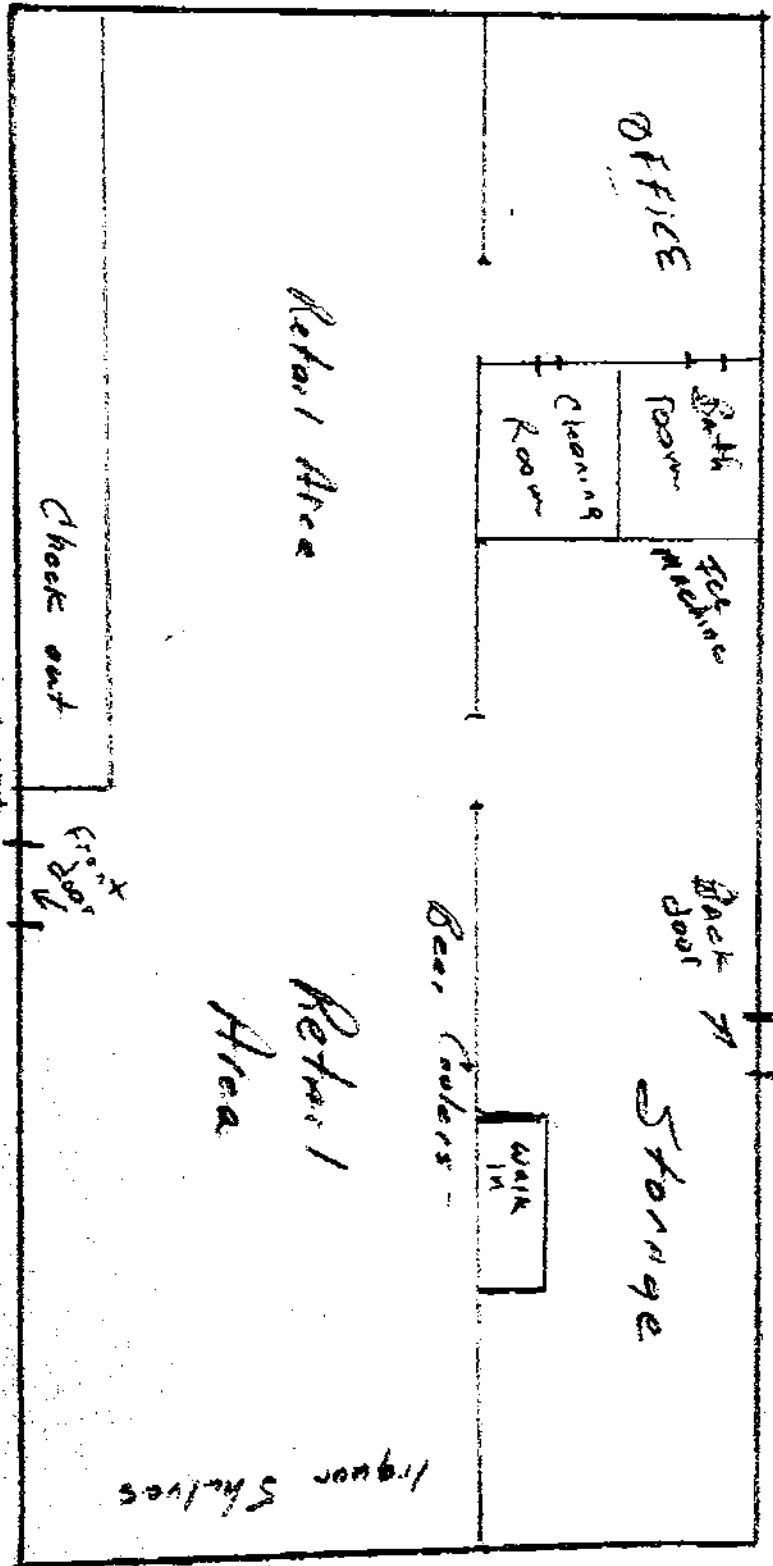
*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

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

Provided as separate copies / attachments

North ↑



Lewis Midway Liquor - 710 South Washington St.
 Lexington, NE 68850

East

← 60' →
 Check out
 First Aid

32'
 SOUTH ↓

Liquor Shelves

Storage

Back door

Beer Coolers

Walk in

Retail Area

Retail Area

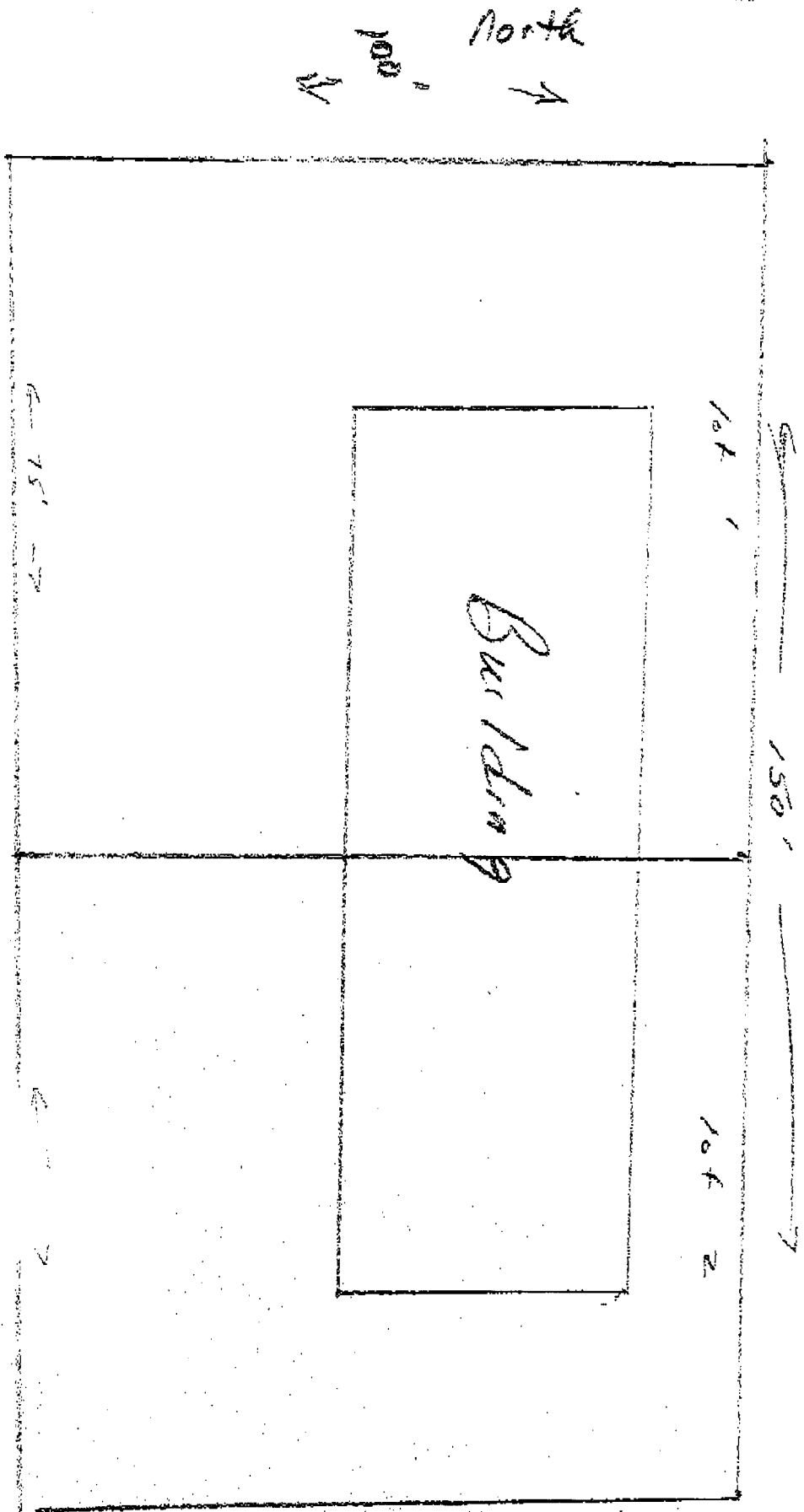
OFFICE

Bath Room

Cleaning Room

Technician

Description of lots



North
100'

100'
S

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

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

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

 X YES NO

If yes, provide business name and license number Tom's Midwest Liquor - #122013

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

 X YES NO

If yes, give name of business and liquor license number Tom's Midwest Liquor - #122013

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

~~X~~ YES X NO

If yes

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

a) Submit a copy of the business purchase agreement N N

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

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

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) TOM MOORE

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

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.

Derek Hoefl & Clarissa Hoefl Union Bank & Trust

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.

N/A

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)
Derek Hoelt	03-2023	responsible beverage service training
Clarissa Hoelt	03-2023	responsible beverage service training

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? May 1st 2023

15. What will be the main nature of business? Alcohol Sales & other convenient commodities

16. What are the anticipated hours of operation? Monday - Sunday : 7 days a week

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
1146 Alice St Goehner NE	2009	2023	Goehner NE	2015	2023
XXXXXXXXXX			Johnson Lake, NE	2012	2015

If necessary, attach a separate sheet

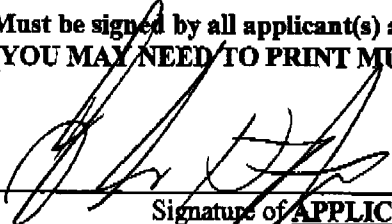
PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE - PLEASE READ CAREFULLY

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

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

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

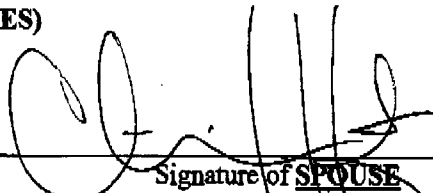
Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)



Signature of APPLICANT

Derek Hoefft

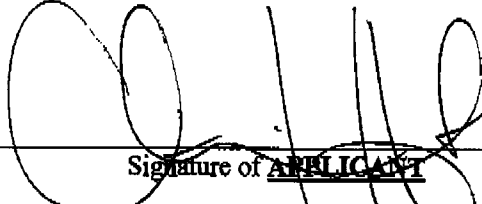
Printed Name of APPLICANT



Signature of SPOUSE

Clarissa Hoefft

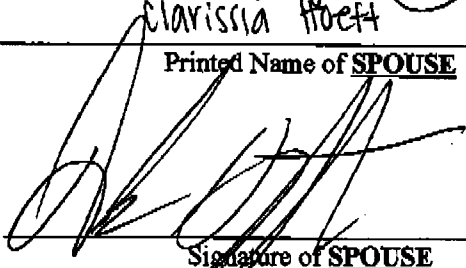
Printed Name of SPOUSE



Signature of APPLICANT

Clarissa Hoefft

Printed Name of APPLICANT



Signature of SPOUSE

Derek Hoefft

Printed Name of SPOUSE

LIMITED LIABILITY COMPANY (LLC)

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: _____

License Number: _____



INSTRUCTIONS

1. All members and spouses must be listed
2. 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
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

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

Hoelt Convenient Store, LLC

Name of Registered Agent: Derek Hoelt

LLC Address: 1146 Alice St

City: Goehner State: NE Zip Code: 68304

LLC Phone Number: 402-440-6811 LLC Fax Number: NA

Name of Managing/Contact Member

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

Last Name: Hoelt First Name: Derek MI: A.

Home Address: 1146 Alice St City: Goehner

State: NE Zip Code: 68304 Home Phone Number: 402-307-7776

Signature of Managing/Contact Member

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

Last Name: HOEFF First Name: CLARISSIA MI: M

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

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

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

Percentage of member ownership 50%

Last Name: HOEF First Name: Derek MI: A

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

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

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

Percentage of member ownership 50%

President

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 owned 100% by another corporation/LLC?

YES NO

If yes, Form 185 is required

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

Starting Date: May 2023 Ending Date: December 2023

Is this a Non Profit Corporation?

YES NO

If yes, provide the Federal ID #. _____

Nebraska Secretary of State

HOEFT CONVENIENT STORE, LLC

Fri Mar 10 14:58:50 2023

SOS Account Number
2302079080
Status
Active

Principal Office Address

No address on file

Registered Agent and Office Address

DEREK A HOEFT
1146 ALICE STREET
GOEHNER, NE 68364

Designated Office Address

1146 ALICE STREET
GOEHNER, NE 68364

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Feb 14 2023

Next Report Due Date

Jan 01 2025

Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	Feb 14 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

\$6.50

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

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

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

[Continue to Order](#)

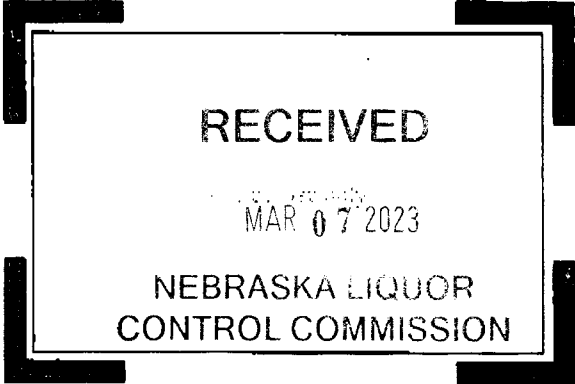
[↑ Back to Top](#)

MANAGER APPLCATION FORM 103

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: _____

License Number: _____



MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a member or corporate officer
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport or naturalization papers
- Be a resident of the state of Nebraska and be a registered voter in the State of Nebraska,
- Spouse who will participate in the business, the spouse must meet the same requirements as the manager applicant:

Spouse who will not participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: Hoett's Convenient Store, LLC

PREMISES INFORMATION

Premises Trade Name/DBA: Toni's Midwest Liquor

Premises Street Address: 710 Washington Blvd

City: Lexington County: Dawson Zip Code: 68850

Premises Phone Number: 308-324-3500

Premises Email address: crissamoberry@gmail.com

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.

BARCODE

+2564

MANAGER INFORMATION

Last Name: Hoefft First Name: Derek MI: A

Home Address: 1146 Alice St

City: Giochmer County: Seward Zip Code: 68364

Home Phone Number: 402-307-7776

Driver's License Number: [REDACTED]

Social Security Number: [REDACTED]

Date of Birth: [REDACTED] Place of Birth: David City, Nebraska

Email address: crissamodberry@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: Hoefft First Name: Clarissa MI: M

Social Security Number: [REDACTED]

Driver's License Number: [REDACTED]

Date of Birth: [REDACTED] Place of Birth: Lexington Nebraska

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
Giochmer, Nebraska	2009	2023	Giochmer, Nebraska	2015	2023
			Johnson Lake, Nebraska	2012	2015

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2009	2023	Hughes Brothers Inc	NORM Klein	402. 643. 2991
2008	2009	Autobody Tech	Kenny Drewells	unknown

Drewells used cars & EZGO

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

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.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
CHARISSIA HOEFT	3.10.2023	Responsible Beverage Service Training
Derek Hoelt	3. 2023	Responsible Beverage Service Training

*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?

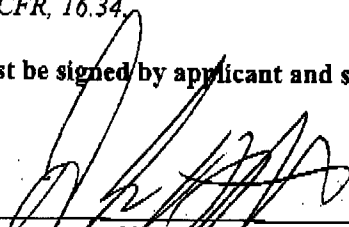
YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION
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.

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

Must be signed by applicant and spouse.



Signature of APPLICANT

Derek Hoefft

Printed Name of APPLICANT



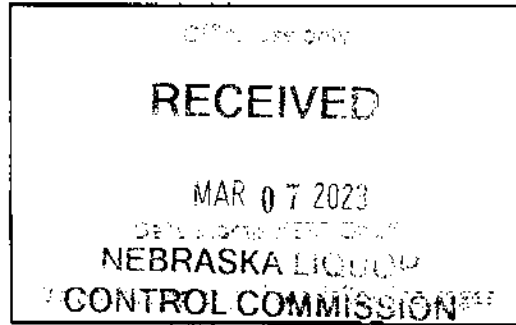
Signature of SPOUSE

Charissia Hoefft

Printed Name of SPOUSE

**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 Tom's Midwest Liquor

Name of Person Being Fingerprinted: Derek Hoett

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

Date fingerprints were taken: 3.7.2023

Location where fingerprints were taken: Senard Justice Center

How was payment made to NSP?

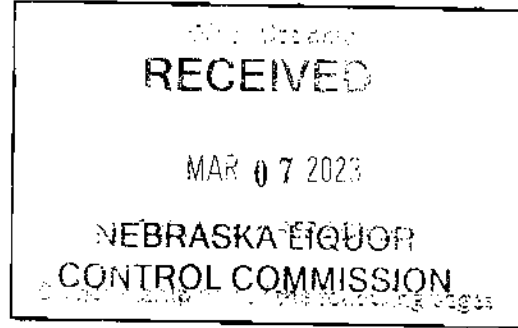
NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

[Signature]
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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

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



**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 Tom's Midwest Liquor

Name of Person Being Fingerprinted: Charissia Hoett

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

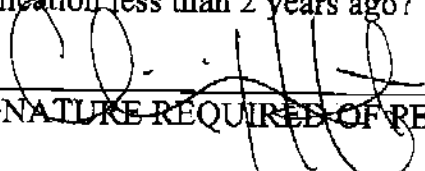
Date fingerprints were taken: 3-7-2023

Location where fingerprints were taken: Seward Justice Center

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



[Back to Lookup](#) / Registrant Detail

Derek A Hoeft

Political Party
Republican

Precinct
K Precinct - Goehner

Election Details

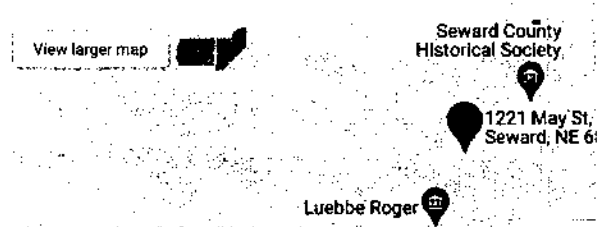
11/08/2022 2022 General Election

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

Polling Location

Goehner Fire Hall

1221 May Street Goehner, NE 68364



Ballot Styles

K 01

Districts

Show

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

Clarissia Marie Hoeft

Political Party
Nonpartisan

Precinct
K Precinct - Goehner

Election Details

11/08/2022 2022 General Election

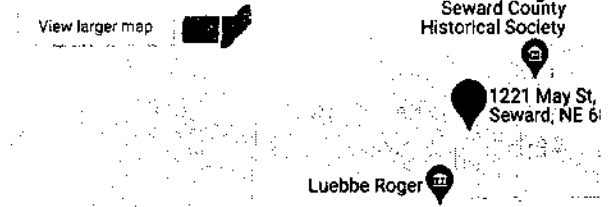
We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

Goehner Fire Hall

1221 May Street Goehner, NE 68364

[View larger map](#)



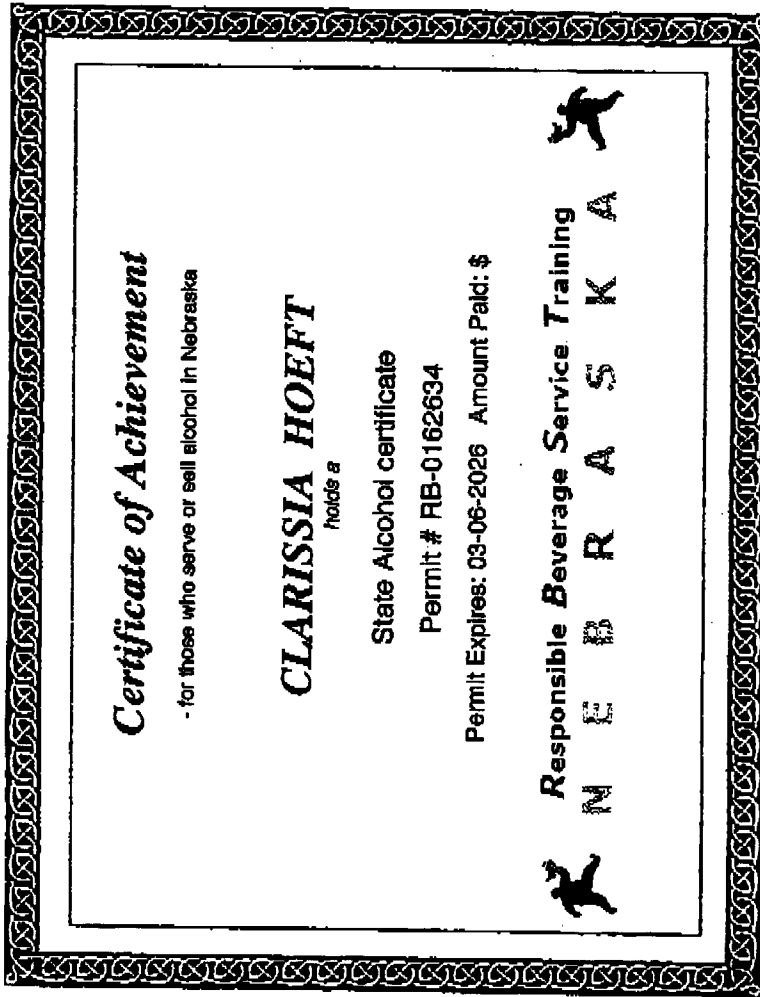
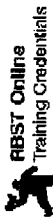
Ballot Styles

K 01

Districts

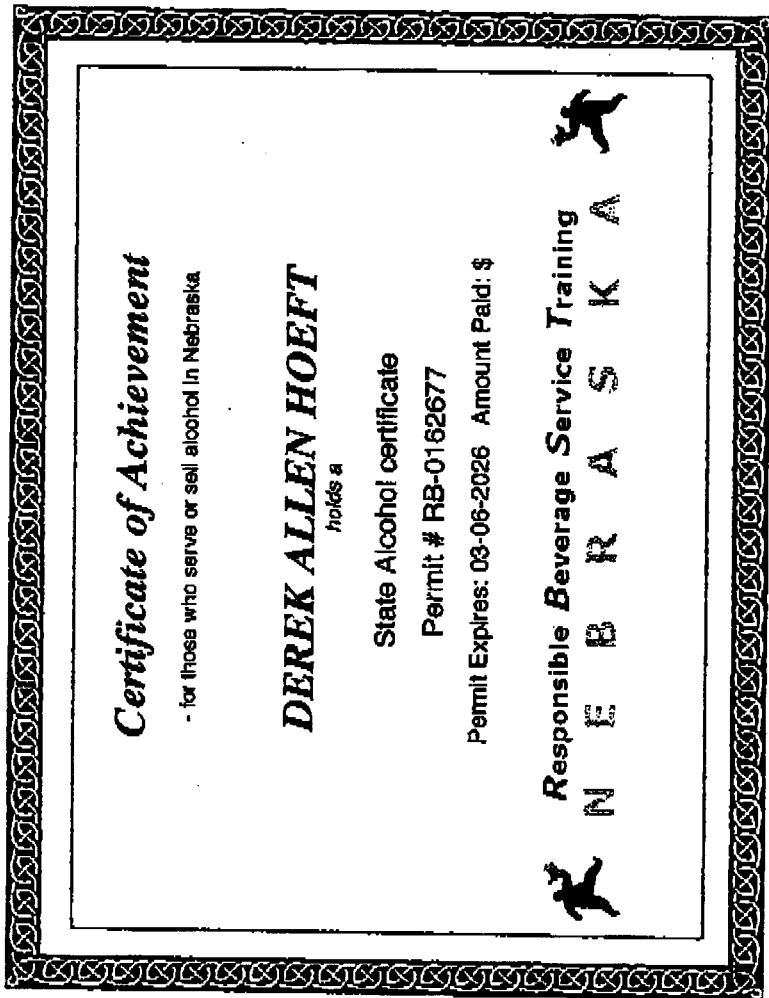
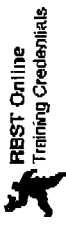
[Show](#)

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General	Credential	Number	Earned	Expires
Charissa Hoyt 1145 alicia Goehner NE 68564	STATE ALCOHOL	RB-0182684	03-06-2023	03-06-2026



Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

DEREK ALLEN HOEFT
holds a

State Alcohol certificate

Permit # RB-0162677

Permit Expires: 03-06-2026 Amount Paid: \$

R **N** **E** **B** **R** **A** **S** **K** **A**
Responsible Beverage Service Training



General	Credential	Number	Earned	Expires
Derek Allen Hoett 1148 allos at Goshner NE 68964	STATE ALCOHOL	RB-0182877	03-06-2023	08-08-2028

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska State Patrol - Criminal Identification Division

4600 Innovation Drive
Lincoln NE 68521
(402)479-4971
nsp.criminalident@nebraska.gov
OTC Local Ref ID: 79742698
3/3/2023 12:31 PM

THANK YOU FOR USING THE NEBRASKA STATE PATROL PAYPORT SERVICE

Status: **APPROVED**
Customer Name: Clarissia Hoeft
Type: Visa
Credit Card Number: **** * 2449

Items	Quantity	TPE Order ID	Total Amount
Liquor License	1	76971870	\$45.25
Applicant Name: Clarissia Hoeft			
Date of Birth: [REDACTED]			
Last four of Social Security Number: [REDACTED]			
Total remitted to the Nebraska State Patrol - Criminal Identification Division			\$45.25
Total Amount Charged			\$46.38

Business Plan

**Hoefl Convenient Store, LLC
Tom's Midwest Liquor**

The business plan for Hoefl Covenient Store, LLC is outline and described in detail through this documentation. The current plan is to take over ownership of Tom's Midwest Liquor Store, that is currently located in Lexington NE on 710 Washington Blvd. It is currently owned by Thomas Mooberry. We will be taking over ownership by buying this establishment from Thomas Mooberry through a purchase agreement. Further details and specifics of this are detailed in the purchase agreement.

Tom's Midwest Liquor is a store that sells products and goods to the community which include convenient commodities such as liquor, beer, spirits, food, goods, and beverages (pop, water, chips, candy, small variety of groceries) tobacco products, bait and tackle for hunting and finishing. The current business and establishment have been a local establishment that has served the community for 40 plus years and has been successful within servicing the community. The previous owner raised his family within this community and integrated his family and business throughout the community. With taking over this establishment we plan to continue the current services to the community while growing our family in this community as well and be an active and integrated part of the community. We will appeal to all demographics of age and gender due to the wide variety of good and services provided and available. Also, we will adapt to different needs and wants of our costumer's based off needs and availability.

Goods and services will be defined by current cost to attain that will be equated out with profit needs in order to run and maintain establishment. Audiences will be reached through advertising in multiple ways which include; word of mouth, living and operating within the community, newspaper, and social media (Facebook, Instagram, Tiktok). We will acquire good and supplies through the current suppliers such as Cashway, alcohol retailers, and local retailers for hunting and fishing bait tackle. We will retain the staff already in place and continue to run and manage them as employer/employee structure with employees being paid hourly and by a fair rate in proportion to their position. Employee's will continue to be paid on a weekly or biweekly basis. The bookkeeping and accounting will be continued through a local CPA who is currently established with this business, Robert Speer.

**Hoefl Convenient Store, LLC
Derek A. Hoefl
Clarissia M. Hoefl**

Mar. 7. 2023 10:56AM

SURVIVORSHIP WARRANTY DEED

ROBERT E. SIMONSON and CLARENE A. SIMONSON, herein called the grantor whether one or more, HUSBAND and WIFE in consideration of EIGHTY THOUSAND AND NO/100 (\$80,000.00) DOLLARS

received from grantees, does grant, bargain, sell convey and confirm unto THOMAS G. MOOBERRY and PATRICIA A. MOOBERRY, HUSBAND and WIFE

as joint tenants with right of survivorship, and not as tenants in common, the following described real property in DAWSON County, Nebraska:

LOTS TWELVE (12), and THIRTEEN (13), BLOCK A, FAIRACRES ADDITION TO THE CITY OF LEXINGTON, DAWSON COUNTY, NEBRASKA, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantees and to their assigns, or to the heirs and assigns of the survivor of them forever.

And grantor does hereby covenant with the grantees and with their assigns and with the heirs and assigns of the survivor of them that grantor is lawfully seised of said premises; that they are free from encumbrance

that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

It is the intention of all parties hereto that in the event of the death of either of the grantees, the entire fee simple title to the real estate shall vest in the surviving grantee.

Dated November 20 19 84

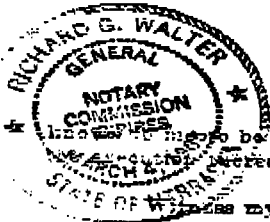
NEBRASKA DOCUMENTARY STAMP TAX 11.20.1984 \$ 88.00 BY [Signature]

[Signature] ROBERT E. SIMONSON [Signature] CLARENE A. SIMONSON

STATE OF NEBRASKA, County of DAWSON

Before me, a notary public qualified for said county, personally came

ROBERT E. SIMONSON AND CLARENE A. SIMONSON



to be the identical person or persons who signed the foregoing instrument and acknowledged the contents thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on Nov. 20 19 84 [Signature] Notary Public

ASSET PURCHASE AGREEMENT

THIS AGREEMENT (hereinafter referred to as "the Agreement") is entered into on March 7th, 2023, by and between **Thomas C. Mooberry and Tom's Midwest Liquor, LLC, a Nebraska Limited Liability Company** (hereinafter referred to as "Seller"), and **Derek A Hoeft and Clarissia M. Hoeft and Hoeft Convenient Store, LLC, a Nebraska Limited Liability Company**, (hereinafter referred to as "Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain assets used in the operation of a gas station and liquor store business, including real estate and permanent improvements, said business known as the "Tom's Midwest Liquor, LLC" located at 710 S. Washington St., Lexington, NE 68850, and Seller and Buyer have reached an understanding pursuant to which Buyer shall purchase from Seller those assets and business, all under the terms and conditions hereinafter set forth; and

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

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

ARTICLE 1 - Purchase and Sale of Assets and Business.

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

(a) Real Estate and Improvements located generally at 710 S. Washington St., Lexington, Dawson County, Nebraska being all the real estate and improvements owned by Seller at that address and legally described as:

LOTS TWELVE (12), AND THIRTEEN (13), BLOCK A, FAIRACRES ADDITION TO THE CITY OF LEXINGTON, DAWSON COUNTY, NEBRASKA. Hereinafter collectively known as "Real Estate."

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

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

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

1.2 Assumption of Liabilities. At the Closing the Buyer will assume and become responsible for the following liabilities and obligations of the Seller arising from operation of the Business: Buyer does not assume any liabilities unless separately agreed to in writing.

1.3 Exclusion of Liabilities. Except as specifically assumed pursuant to Section 1.2, the Buyer will not assume or be responsible for any obligation or liability of the Seller, and the Seller will continue to be responsible for all its obligations and liabilities, which are known or unknown, fixed or contingent, liquidated or unliquidated and secured or unsecured, arising at or prior to, the Closing, whether or not related to the Business and whether or not disclosed to the Buyer (collectively, the "Excluded Liabilities"). Without limiting the generality of the foregoing, the Excluded Liabilities include any obligations or liabilities of the Seller (unless otherwise assumed pursuant to Section 1.2):

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

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

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

1.5 Purchase Price. The purchase price to be paid by Buyer to Seller for the sale and transfer of Seller's Assets and Seller's Business to Buyer, in accordance with the provisions of this Agreement, is the sum of FIVE HUNDRED THOUSAND DOLLARS and 00/100ths (\$500,000.00). The purchase price shall be payable as follows:

- (a) Buyer shall pay to Seller the sum of \$500,000.00 over fifteen (15) years with 4% interest starting June 1, 2023.
- (b) The sum of \$500,000.00 shall be paid in equal, amortized, consecutive monthly payments on the same date of each month beginning on June 1, 2023 in the amount of \$3,698.44, until May 1, 2038, at which time all remaining funds shall be due and payable. Attached hereto and incorporated herein is Exhibit "A", a payment schedule.
- (c) All payments shall be first applied to interest and then to principal.
- (d) In the event any installment of principal or interest is not paid when due or within fifteen (15) days thereafter, the same shall bear default interest at the rate of ten percent (10%) per annum from the due date until paid.
- (e) In the event any installment of principal or interest is not paid within thirty (30) days thereafter, at the option of the Seller, Seller may elect to declare the entire remaining balance immediately due and payable
- (f) Buyer shall have the right to pre-pay this loan without paying a pre-payment penalty.
- (g) Inventory shall be included in the purchase price.
- (h) Equipment, furniture and fixtures as set forth in Exhibit "B" attached hereto and incorporated herein by reference.
- (i) The allocation of the Purchase Price for the Real Estate, Improvements, and Personal Property shall be as follows:

Real Estate	\$150,000.00
Remaining Assets Sold Hereunder	\$350,000.00

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

- (a) As a cash payment by Buyer to Seller, any amounts in the cash register or

identified as petty cash on hand as of the time of Closing;

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

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

1.10 Closing. The Closing shall take place on or about May 1, 2023, or such other date and time as may be mutually agreed to by the parties, at HELDT, MCKEONE & COPLEY LAW OFFICES (with the effective time of the transfer of Seller's Assets and Business to be at 12:01 a.m. on the day agreed upon by Buyer and Seller), or at such other time and place as Seller and Buyer shall mutually agree. Following Closing, Buyer is authorized to open all mail addressed to Tom's Midwest Liquor, LLC unless such mail is marked personal. Any mail so marked and any mail intended to be sent to Seller personally which does not affect or concern the conduct of Seller's Assets and Business being transferred hereunder shall be forwarded by Buyer to Seller immediately.

ARTICLE 2 – Buyer's Rights including Contingencies

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

- (a) Seller shall allow Buyer, or Buyer's representatives, access or provide documents for review, whichever the case may be, to the Real Estate and Personal Property, at all reasonable times and for review, whichever the case may be, to the Real Estate and Personal Property, at all reasonable times and cooperate with Buyer's efforts to conduct the inspections permitted herein, including any requests for physical inspection of the Real Estate and Personal Property by Buyer or Buyer's agents.

- (b) Buyer may cancel this Agreement in the event that Buyer is unable to obtain a liquor license.

ARTICLE 3 - Transfer of Real Estate

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

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

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

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

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

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

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

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

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

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

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

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

4.1 **Transfer of Telephone Number and Website.** Following Closing, Buyer shall own and is hereby authorized to use the current telephone number of the Tom's Midwest Liquor, LLC, and Seller assigns all rights to use such number to Buyer.

ARTICLE 5 - Conduct of Business Pending Closing.

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

- (a) Seller shall not engage in any sale or enter into any transaction, contract or commitment, or incur any liability or obligation, or make any disbursement, not in the ordinary course of business.

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

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

customers and others having business relationships with Seller.

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

ARTICLE 6- Seller's Liabilities.

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

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

ARTICLE 7 - Representations and Warranties of Seller.

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

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

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

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

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

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

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

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

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

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

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

7.12 Governmental Approvals. No approval of any governmental or administrative agency is required as a condition to the legality of, or the enforceability of the execution, delivery

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

ARTICLE 8 - Representations and Warranties of Buyer.

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

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

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

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

ARTICLE 9 - Covenants of Seller and Buyer.

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

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

ARTICLE 10 - Seller's Conditions to Closing.

The obligation of Seller to consummate the sale and complete the Closing hereunder is, at

Seller's option, subject to the fulfillment by Buyer of the following conditions:

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

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

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

ARTICLE 11 - Buyer's Conditions to Closing.

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

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

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

11.3 Closing Documents. Seller shall have delivered all documents required to be delivered by Seller at Closing, as more specifically set forth in Article 12, in each case in form and substance reasonably satisfactory to Buyer.

ARTICLE 12 - Documents to be Delivered at Closing.

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

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

(b) Seller shall execute and deliver to Buyer a Bill of Sale of Personal Property to Seller's Assets and Business, transferring to Buyer good and marketable title free and clear of all liens, claims, and encumbrances, as well as a Warranty Deed as previously described herein.

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

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

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

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

ARTICLE 13 - Survival and Indemnification.

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

13.2 General Indemnification.

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

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

ARTICLE 14 - Termination and Modification of Agreement.

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

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

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

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

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

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

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

ARTICLE 15 - Miscellaneous.

15.1 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:

Derek A. Hoefft
1146 Alice St.
Goehner, NE 68364

In the case of Seller to:

Thomas C. Mooberry
3 S. Crappie Corner, Dr. 3
Elwood, 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 15.1.

15.2 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.
- (b) Documentary Stamp Tax-Seller
- (c) Filing Fee (Warranty Deed) – Seller;
- (d) Filing Fee (Deed of Trust) – Seller;
- (e) Attorney's Fees (HMC)– Seller;
- (f) Owner's Title Insurance Premium and Closing Protection Letter (HMC)- Seller;
- (g) Lender's Title Insurance, plus endorsements- Seller.
- (h) Loan costs, loan documents, other loan related costs-Seller.

15.3 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.

15.4 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.

15.5 Assignment. This Agreement may not be assigned by either party without the express written permission of the other party.

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

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

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

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

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

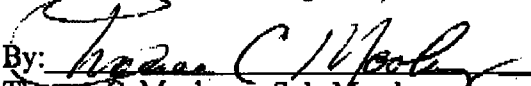
15.11 Entire Agreement; Law Governing. All prior negotiations and agreements between the parties hereto are superseded by this Agreement, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein, except as modified in writing concurrently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

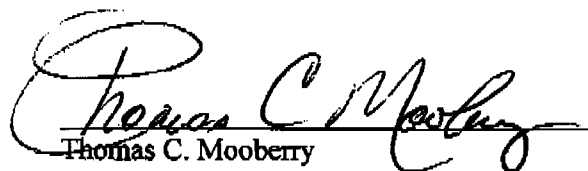
15.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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


Seller:

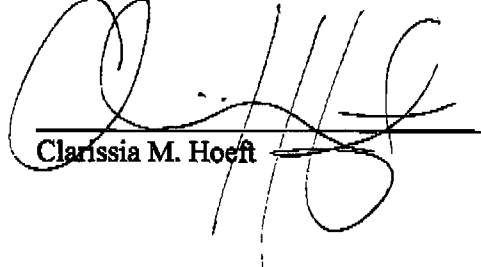
TOM'S MIDWEST LIQUOR, LLC

By: 
Thomas C. Mooberry, Sole Member


Thomas C. Mooberry

Buyer:


Derek A. Hoeft


Clarissia M. Hoeft

HOEFT CONVENIENT STORE, LLC

By: 
Derek A. Hoeft, Managing Member

TOM'S MIDWEST LIQUOR

710 SOUTH WASHINGTON ST. LEXINGTON, NE. 68850

EQUIPMENT LIST:

THINK CENTRE SECURITY SYSTEM/WITH 10 CAMERAS

INTE CORE i3 LAPTOP AND MONITER WITH QUICK BOOKS INSTALLED

COMPUTER DESK

OFFICE DESK

3 FILE CABINETS

2 HP DESKTOP PRINTERS

4 HOUSE REFRIGERATORS

BASIC OFFICE SUPPLIES AND CLEANING EQUIPMENT

2 PORTABLE DISPLAY TABLES

2 BAR STOOLS

4 CASIO CASH REGISTERS

CHECKOUT COUNTER

BEVERAGE COUNTER AND CUP HOLDERS

MICROWAVE AND COFFEE MACHINE

ALL SHELVING AND CABINETS

MINOW TANK WITH AIREATORS

3 NORLAKE 3 DOOR COOLERS

1 LIQUOR COOLER

1 - 2 DOOR PEPSI COOLER

2 -15 CUBIC FEET DEEP FREEZERS

1 ICE OMATIC ICE MACHINE

12' BY 8' WALKIN COOLER

3 OUTDOOR SIGNS

CENTRAL HEAT AND AIR CONDITIONING UNIT

1 WINDOW AIR CONDITIONER

FORTRESS PHONE SECURITY A-CALL SYSTEM

ALL BEER SIGNS AND MIIRORS

2 BUDWEISER BEER COOLERS -LEASED FROM BUDWIESER

1 MONSTER COOLER - OWNED BY COKE A COLA

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
 Lincoln NE 68509-5046
 (402)471-4881
 michelle.porter@nebraska.gov
 OTC Local Ref ID: 79743466
 3/3/2023 12:37 PM

Status: **APPROVED**
 Customer Name: Clarissia Hoeft
 Type: Visa
 Credit Card Number: **** * 2449

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	76971634	\$400.00

Applicant Name:: **Derek Hoeft**Trade Name (DBA):: **Tom's Midwest Liquor**Address:: **1146 Alice St**City:: **Goehner**State:: **Ne**Zip Code:: **68364**Phone Number:: **4024406811**Email Address:: **crissamooberry@gmail.com**

Total remitted to the Nebraska Liquor Control Commission	\$400.00
Total Amount Charged	\$409.96

Andersen, Corrinne

From: NE LIQUOR CONTROL COMM <lcc.scan@nebraska.gov>
Sent: Tuesday, March 7, 2023 10:53 AM
To: LCC Front Desk
Subject: Attached Image
Attachments: Fax Forward_001.pdf

FROM=4024818805
TO=402 471 2814
DATE=03/07/2023
TIME=10:23:21
TIMEZONE=-06:00
FCODE=
RJOBNUM=5452

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska State Patrol - Criminal Identification Division

4600 Innovation Drive
Lincoln NE 68521
(402)479-4971
nsp.criminalident@nebraska.gov
OTC Local Ref ID: 79742218
3/3/2023 12:27 PM

THANK YOU FOR USING THE NEBRASKA STATE PATROL PAYPORT SERVICE

Status: **APPROVED**
Customer Name: CLARISSIA HOEFT
Type: Visa
Credit Card Number: **** * 2449

Items	Quantity	TPE Order ID	Total Amount
Liquor License	1	76971486	\$45.25
Applicant Name: Derek Hoeft			
Date of Birth: [REDACTED]			
Last four of Social Security Number: [REDACTED]			
Total remitted to the Nebraska State Patrol - Criminal Identification Division			\$45.25
Total Amount Charged			\$46.38