

D

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS D LIQUOR LICENSE APPLICATION FOR BOSSELMAN PUMP & PANTRY INC DBA PUMP & PANTRY #47 IN LA VISTA, NEBRASKA.

WHEREAS, Bosselman Pump & Pantry Inc dba Pump & Pantry #47, 6912 S 110th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class D Liquor License, and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application, and

WHEREAS, the City has adopted local licensing standards to be considered in making recommendations to the Nebraska Liquor Control Commission, and

WHEREAS, said licensing standards have been considered by the City Council in making its decision.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class D Liquor License application submitted Bosselman Pump & Pantry Inc dba Pump & Pantry #47, 6912 S 110th Street, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 1ST DAY OF APRIL, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM

TO: MANDY GARROD, DEPUTY CITY CLERK
FROM: BOB LAUSTEN, POLICE CHIEF
SUBJECT: LIQUOR LICENSE ---PUMP & PANTRY 6912 SO. 110 ST
DATE: 3/20/2014
CC:

Recommend approval. This is a new application due to the property being annexed into the City. No adverse issues on record with the current management.

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

April 16, 2014 MP

Date Mailed from Commission Office: March 17, 2014

I, _____ Clerk of _____
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Section 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

Bosselman Pump & Pantry Inc DBA Pump & Pantry #47

6912 S 110th Street, LaVista NE 68128 (Sarpy County)

NEW APPLICATION for Class D 106699

45 days May 8, 2014

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

Check one: Yes _____ No _____

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more than 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one: Yes _____ No _____

3. Date of hearing of Governing Body: _____

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

5. Motion was made by: _____ Seconded by: _____

6. Roll Call Vote: _____

7. Check one: The motion passed: _____ The motion failed: _____

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page(s) if necessary)

SIGN HERE _____ DATE _____
(Clerks Signature)

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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

RECEIVED

MAR 5 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

QA

Annexed 100011

D

106699

mp

Applicant name Bosselman Pump & Pantry, Inc.

Trade name Pump & Pantry #47

Previous trade name _____

Contact email address brandi.bosselman@bosselman.com

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


REQUIRED ATTACHMENTS

mtle 8/17/12 - Charles Bosselman
mtle 5/2/13 - Laura Bosselman
7/30/12 - Dnan Fausch
aff - Lori Fausch

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

~~Waived~~ 1. Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure. To prevent the delay in issuing your license, we strongly suggest you go to any Nebraska State Patrol office. See fingerprint brochure

Waived 2. Enclose application fee of \$400, check made payable to the Nebraska Liquor Control Commission.

Office use only	
PAYMENT TYPE <u>CK #00024235</u>	 1400006735
AMOUNT: <u>\$45.00</u>	
RECEIPT # _____	Stamp on letter att back of app
Received: <u>mp 3/12/14</u>	

X *OK*

3) Enclose the appropriate application forms:

- Individual license (requires insert form 1- form number 104)
- Partnership license (requires insert form 2- form number 105)
- Corporate license (requires insert form 3a & 3c- form number 101 and 103)
- Limited liability company (LLC) (requires form 3b & 3c- form number 102 and 103)

RECEIVED
MAR 5 2014
NEBRASKA LIQUOR CONTROL BOARD

N/A

4. If building is being leased send a copy of signed lease. Lease must be in the name of the individual, corporation or limited liability company making application. Lease term must run through the license year being applied for (see page 3).

X *OK*

5. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.

N/A

6. If buying the business of a current liquor license holder:

- a) Provide a copy of the purchase agreement from the seller (must read applicants name).
- b) Provide a copy of alcohol inventory being purchased (must include brand names and container size)
- c) Enclose a list of the assets being purchased (furniture, fixtures and equipment).

N/A

7. If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP)(form 125).

N/A

8. Enclose a list of any inventory or property owned by other parties that are on the premise.

X *OK*

9. For citizenship enclose copy of U.S. birth certificate; U.S. passport or naturalization paper

For residency enclose proof of registered voter in Nebraska

See guideline for further assistance <http://www.lcc.nebraska.gov/brochures.html>

X *OK*

10. Corporation or Limited Liability Company must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode stamp.

X *OK*

11. Submit a copy of your business plan.

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

Bradi K. B...

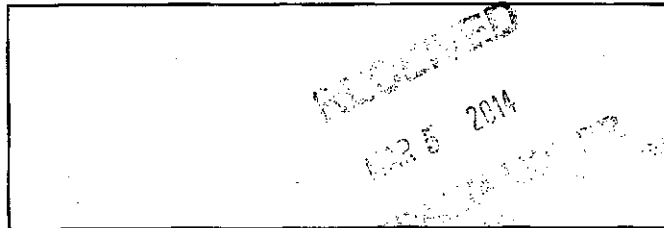
Signature

2/27/14

Date

APPLICATION FOR LIQUOR LICENSE RETAIL

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



CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES

RETAIL LICENSE(S)

Submit \$400 Non Refundable Application Fee

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

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

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

CLASS C LICENSE TERM

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING (CHECK ONLY ONE)

- ☐ Individual License (requires insert form 1- form number 104)
- ☐ Partnership License (requires insert form 2- form number 105)
- ☒ Corporate License (requires insert form 3a & 3c- form number 101 and 103)
- ☐ Limited Liability Company (LLC) (requires form 3b & 3c- form number 102 and 103)

NAME OF APPLICANT OR FIRM ASSISTING WITH APPLICATION (If applicant is a corporation, the name of the corporation must be given, and the name of the person who is the president or owner of the corporation must be given.)

Name Brandi Bosselman Phone number: 308-381-2800 x 134
Firm Name Corporate Counsel, Bosselman Companies

Trade Name (doing business as) Pump & Pantry #47

Street Address #1 6912 S 110th ST

Street Address #2 _____

City LaVista

County Sarpy

Zip Code 68128

Premise Telephone number 402-597-6800

Business e-mail address pp.47@bosselman.com

Is this location inside the city/village corporate limits:



YES



NO

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

Name Bosselman Pump & Pantry, Inc.

Street Address #1 Pump & Pantry #47

Street Address #2 PO Box 4905

City Grand Island

State NE

Zip Code 68802

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

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

Building: length 54 x width 61 in feet

Is there a basement to be licensed? 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

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

One story bldg approx 55' x 60'

N

Entrance

Licensed Area

Cooler

RECEIVED
MAR 6 2014
CITY OF ALBUQUERQUE

54'-5"

59'-2 1/2"

Bosselman Pump & Pantry,
Inc.
Pump & Pantry #47
3912 110th ST
La Vista NE 68128

ADDITIONAL 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. Include traffic violations. 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. The 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. Are you buying the business of a current retail liquor license?

☐ YES ☒ NO

If yes, give name of business and liquor license number _____

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

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

☒ YES ☐ NO

If yes, give name and license number _____

#D-100011

Amexed

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

☐ YES ☒ NO

If yes:

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

5. Are you borrowing any money from any source, including 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

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

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

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

Five Points Bank, Charles D Bosselman Jr , Brandi Bosselman

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.

Please see Attachment B

ATTACHMENT B: 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 licenses previously held.

<u>Present Licenses</u>	<u>Location</u>	<u>License #</u>	<u>Entity</u>
Pump & Pantry # 1	Grand Island	#D-35401	Bosselman Pump & Pantry, Inc.
Pump & Pantry #2	Grand Island	#B-13150	Bosselman Pump & Pantry, Inc.
Pump & Pantry #3	Grand Island	#D-104595	Bosselman Pump & Pantry, Inc.
Pump & Pantry #4	Cairo	#D-101616	Bosselman Pump & Pantry, Inc.
Pump & Pantry #5	Chapman	#DK-4469	Bosselman Pump & Pantry, Inc.
Pump & Pantry #6	Grand Island	#D-104596	Bosselman Pump & Pantry, Inc.
Pump & Pantry #7	Aurora	#B-12964	Bosselman Pump & Pantry, Inc.
Pump & Pantry #8	Grand Island	#B-13153	Bosselman Pump & Pantry, Inc.
Pump & Pantry #9	Lincoln	#D-86099	Bosselman Pump & Pantry, Inc.
Pump & Pantry #10	Grand Island	#D-104597	Bosselman Pump & Pantry, Inc.
Pump & Pantry #11	Grand Island	#B-13155	Bosselman Pump & Pantry, Inc.
Pump & Pantry #12	Chadron	#B-65332	Bosselman Pump & Pantry, Inc.
Pump & Pantry #13	St. Paul	#B-14964	Bosselman Pump & Pantry, Inc.
Pump & Pantry #14	Broken Bow	#B-13139	Bosselman Pump & Pantry, Inc.
Pump & Pantry #15	Grand Island	#D-104598	Bosselman Pump & Pantry, Inc.
Pump & Pantry #16	York	#D-51172	Bosselman Pump & Pantry, Inc.
Pump & Pantry #17	Ord	#B13136	Bosselman Pump & Pantry, Inc.
Pump & Pantry #18	Doniphan	#D-104599	Bosselman Pump & Pantry, Inc.
Pump & Pantry #19	Ogallala	#D-12997	Bosselman Pump & Pantry, Inc.
Pump & Pantry #20	O'Neill	#B-13474	Bosselman Pump & Pantry, Inc.
Pump & Pantry #21	Lexington	#B-13010	Bosselman Pump & Pantry, Inc.
Pump & Pantry #22	Burwell	#D-102785	Bosselman Pump & Pantry, Inc.
Pump & Pantry #23	Holdrege	#D-39329	Bosselman Pump & Pantry, Inc.
Pump & Pantry #24	Hastings	#D-104600	Bosselman Pump & Pantry, Inc.
Pump & Pantry #26	Ainsworth	#B-16603	Bosselman Pump & Pantry, Inc.
Pump & Pantry #27	Kearney	#D-25700	Bosselman Pump & Pantry, Inc.
Pump & Pantry #28	Chappell	#D-61922	Bosselman Pump & Pantry, Inc.
Pump & Pantry #29	Central City	#B- 58311	Bosselman Pump & Pantry, Inc.
Pump & Pantry #30	Elm Creek	#B-18426	Bosselman Pump & Pantry, Inc.
Pump & Pantry #31	North Loup	#D-19715	Bosselman Pump & Pantry, Inc.
Pump & Pantry #32	Cozad	#D-20762	Bosselman Pump & Pantry, Inc.
Pump & Pantry #33	Genoa	#D-39312	Bosselman Pump & Pantry, Inc.
Pump & Pantry #34	Gordon	#B-21529	Bosselman Pump & Pantry, Inc.
Pump & Pantry #35	Alma	#D-25682	Bosselman Pump & Pantry, Inc.
Pump & Pantry #36	Rushville	#D-26615	Bosselman Pump & Pantry, Inc.
Pump & Pantry #37	St. Libory	#D-32331	Bosselman Pump & Pantry, Inc.
Pump & Pantry #38	Gretna	#D-85546	Bosselman Pump & Pantry, Inc.
Pump & Pantry #39	North Platte	#B-66633	Bosselman Pump & Pantry, Inc.
Pump & Pantry #40	Kearney	#B-79434	Bosselman Pump & Pantry, Inc.
Pump & Pantry #41	Kearney	#B-79474	Bosselman Pump & Pantry, Inc.

ATTACHMENT B: 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 licenses previously held.

Pump & Pantry #42	Grand Island	#B-83476	Bosselman Pump & Pantry, Inc.
Pump & Pantry #43	Grand Island	#D-96501	Bosselman Pump & Pantry, Inc.
Pump & Pantry #44	Grand Island	#D-96502	Bosselman Pump & Pantry, Inc.
Pump & Pantry #45	Hastings	#D-96504	Bosselman Pump & Pantry, Inc.
Pump & Pantry #46	York	#D-96503	Bosselman Pump & Pantry, Inc.
Pump & Pantry #47	LaVista	#D-100011	Bosselman Pump & Pantry, Inc.
Pump & Pantry #48	Fremont	#D-101607	Bosselman Pump & Pantry, Inc.
Pump & Pantry #49	Omaha	#D-101617	Bosselman Pump & Pantry, Inc.
Pump & Pantry #50	Bellevue	#D-104077	Bosselman Pump & Pantry, Inc.
Bosselman Travel Center	Grand Island	#D-94560	Bosselman Travel Centers, Inc.
Sam Bass's Steakhouse & Saloon	Big Springs	#1-77009	Bosselman Food Services, Inc.

Previous Licenses

Pump & Pantry #9	Central City	#B-12966 - Closed Store
Pump & Pantry #12	Grand Island	#B-13156 - Closed Store
Pump & Pantry #29	Hastings	#B-16781 - Closed Store
Wood River Truck Plaza	Wood River	#D-94543, Sold Location
Bosselman Travel Center	Big Springs	#D-94561, Sold Location
Bosselman's Elm Creek	Elm Creek	#B-12965, Sold Location

Out of State Licenses:

<u>Bosselman Food Services, Inc.</u>	Sioux Falls, SD	#RB-3099
Grandma Max's Restaurant	Altoona, IA	#BB0032996
Max's Hiway Diner	Salina, KS	#118022
Max's Hiway Diner		

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ATTORNEY GENERAL

**ATTACHMENT C: Application for Liquor License Checklist, Retail
Pump & Pantry #47**

1. Finger print cards for Charles D. Bosselman, Jr., Laura L. Bosselman and Brian Fausch are current and filed with the Commission.

2. Pump & Pantry #47 will continue to operate under the same business model as the other 48 Pump & Pantry convenience stores operated by Bosselman Pump & Pantry, Inc.

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

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

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Brian Fausch	02/2013	Responsible Hospitality Training, Lincoln, NE
Brian Fausch	08/2012	Responsible Beverage Service Training, Grand Island, NE

For list of NLCC certified training programs see: www.lcc.ne.gov/traininginfo.html

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Charles D Bosselman Jr, President	1992- present	Bosselman Companies, Grand Island, NE
Brandi Bosselman, Vice President	1996-present	Bosselman Companies, Grand Island, NE
Brian Fausch, COO	2009-present	Bosselman Companies, Grand Island, NE

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

- ☐ Lease: expiration date _____
- ☐ Deed
- ☒ Purchase Agreement

14. When do you intend to open for business? Currently in Operation

15. What will be the main nature of business? Convenience Store

16. What are the anticipated hours of operation? 6 am - 10 pm 7 days a week

17. List the principal residence(s) for the past 10 years for all persons required to sign on page 8, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
Charles D Bosselman Jr, Grand Island, NE	1992	present	Laura L Bosselman, Grand Island, NE	1992	present
Brandi K Bosselman, Grand Island, NE	1996	present	James D Lofing, Grand Island, NE	2000	present
Janet K Bosselman, Grand Island, NE	1976	present			

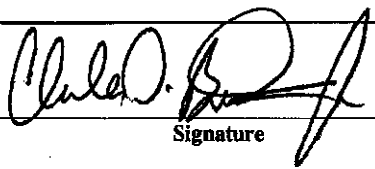
If necessary attach a separate sheet.

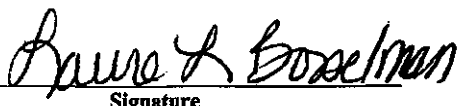
RECEIVED
MAR 5 2014
NEBRASKA LIQUOR CONTROL COMMISSION


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


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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures


Signature
Charles D. Bosselman Jr.
Print Name


Signature
Laura L. Bosselman
Print Name


Signature of Spouse
Brandi K. Bosselman
Print Name


Signature of Spouse
James Dustin Loh
Print Name

ACKNOWLEDGEMENT

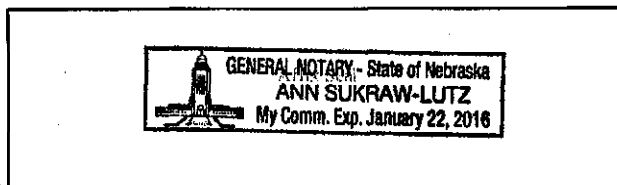
State of Nebraska

County of Hall

C 28th day of February, 2014 by
date

The foregoing instrument was acknowledged before me this
Charles D. Bosselman, Jr., Laura L. Bosselman,
Brandi K. Bosselman and James Dustin Loh
name of person(s) acknowledged (individual(s) signing)


Notary Public Signature

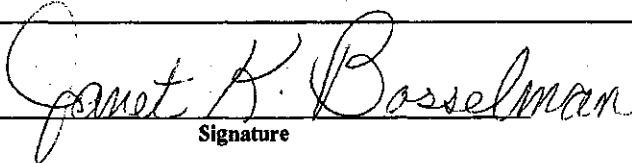
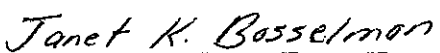

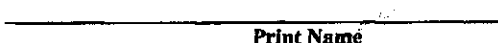
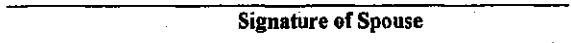
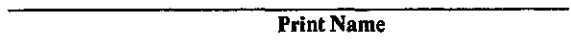
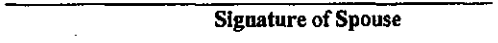
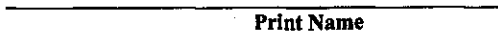


In compliance with the ADA, this application is available in other formats for persons with disabilities.
A ten day advance period is required in writing to produce the alternate format.

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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

 Signature  Print Name	 Signature  Print Name
 Signature of Spouse  Print Name	 Signature of Spouse  Print Name

ACKNOWLEDGEMENT

State of Nebraska

County of Hall

The foregoing instrument was acknowledged before me this

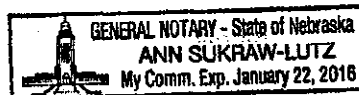
28th day of February, 2014

date

by Janet K. Bosselman
name of person(s) acknowledged (individual(s) signing)



Notary Public Signature



**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

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MAR 5 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. Two cards per person, fees of \$38 per person, made payable to Nebraska State Patrol. If printed at NSP mail check only.**
- ✓ **21 years of age or older**

Corporation/LLC Information

Name of Corporation/LLC: Bosselman Pump & Pantry, Inc.

Premise information

Liquor License Number: 100011 Class Type D
(if new application leave blank)

Premise Trade Name/DBA: Pump & Pantry #47

Premise Street Address: 6912 S 110th ST

City: LaVista County: Sarpy Zip Code: 68138

Premise Phone Number: 402-597-6800

Email address: pp.47@bosselman.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. Click on this link to see authorized individuals.
http://www.lcc.ne.gov/license_search/licsearch.cgi


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

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Fausch First Name: Brian MI: T
Home Address (include PO Box if applicable): 2009 W Hwy 34
City: Grand Island County: Hall Zip Code: 68801
Home Phone Number: [REDACTED] Business Phone Number: 308-381-2800
Social Security Number: [REDACTED] Drivers License Number & State: [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: Red Cloud, NE
Email address: brian.fausch@bosselman.com

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

☒ YES

☐ NO

NEBRASKA LIQUOR
COMMISSION

Spouse's information

Spouses Last Name: Fausch First Name: Lori MI: L
Social Security Number: [REDACTED] Drivers License Number & State: I
Date Of Birth: [REDACTED] Place Of Birth: [REDACTED]

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
Grand Island, NE	2009	Present	Grand Island, NE	2009	Present
Gretna, NE	2007	2009	Gretna, NE	2007	2009
Grand Island, NE	2002	2007	Grand Island, NE	2002	2007

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2008	2009	Lutz & Co.	Ron Nebbia	402-496-8800
1996	2008	Bosselman Companies	Charles D Bosselman, Jr	308-381-2800

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. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

☒ YES ☐ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Brian Fausch	1992	Lincoln, NE	DUI	
	1999	Grand Island, NE	Disturbing the Peace	Fine
			Speeding Violation	Fine
			Seat Belt Violation	Fine
	2006	Lincoln, NE	Open Container	Fine

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

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

*NLCC Training Certificate Issued: 08/01/12 Name on Certificate: Brian Fausch

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Brian Fausch	08/01/2012	Responsible Beverage Service Training, Grand Island, NE
Brian Fausch	02/2013	Responsible Hospitality Training, Lincoln, NE
		(Certificate Electronically on File with City of Lincoln)

*For list of NLCC Certified Training Programs see www.lcc.ne.gov/traininginfo.htm **RECEIVED** **MAY 5 2014**

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Brian Fausch, C.O.O.	2009	Bosselman Pump & Pantry, Inc. Grand Island, Ne

5. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application?
(Check or money order made payable to the Nebraska State Patrol for \$38.00 per person)

☐ YES ☒ NO

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.

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NEBRASKA LIQUOR
CONTROL COMMISSION

Brian Fausch

Signature of Manager Applicant

Lori Fausch

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of

Hall

The foregoing instrument was acknowledged before me this

28th Day of February 2014

date

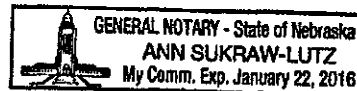
by *Brian Fausch, Lori Fausch*

name of person acknowledged

Ann Sukraw-Lutz

Notary Public signature

Affix Seal



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.

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Attachment A
Bosselman Pump & Pantry, Inc.
Liquor License Locations
Brian Fausch, Manager

NEBRASKA LIQUOR
CONTROL COMMISSION

<u>Present Licenses</u>	<u>Location</u>	<u>License #</u>	<u>Entity</u>
Pump & Pantry # 1	Grand Island	#D-35401	Bosselman Pump & Pantry, Inc.
Pump & Pantry #2	Grand Island	#B-13150	Bosselman Pump & Pantry, Inc.
Pump & Pantry #3	Grand Island	#B-13151	Bosselman Pump & Pantry, Inc.
Pump & Pantry #4	Calro	#B-13138	Bosselman Pump & Pantry, Inc.
Pump & Pantry #5	Chapman	#DK-4469	Bosselman Pump & Pantry, Inc.
Pump & Pantry #6	Grand Island	#B-13152	Bosselman Pump & Pantry, Inc.
Pump & Pantry #7	Aurora	#B-12964	Bosselman Pump & Pantry, Inc.
Pump & Pantry #8	Grand Island	#B-13153	Bosselman Pump & Pantry, Inc.
Pump & Pantry #9	Lincoln	#D-86099	Bosselman Pump & Pantry, Inc.
Pump & Pantry #10	Grand Island	#B-13154	Bosselman Pump & Pantry, Inc.
Pump & Pantry #11	Grand Island	#B-13155	Bosselman Pump & Pantry, Inc.
Pump & Pantry #12	Chadron	#B-65332	Bosselman Pump & Pantry, Inc.
Pump & Pantry #13	St. Paul	#B-14964	Bosselman Pump & Pantry, Inc.
Pump & Pantry #14	Broken Bow	#B-13139	Bosselman Pump & Pantry, Inc.
Pump & Pantry #15	Grand Island	#B-16782	Bosselman Pump & Pantry, Inc.
Pump & Pantry #16	York	#D-51172	Bosselman Pump & Pantry, Inc.
Pump & Pantry #18	Doniphan	#B-13137	Bosselman Pump & Pantry, Inc.
Pump & Pantry #19	Ogallala	#D-12997	Bosselman Pump & Pantry, Inc.
Pump & Pantry #20	O'Neill	#B-13474	Bosselman Pump & Pantry, Inc.
Pump & Pantry #21	Lexington	#B-13010	Bosselman Pump & Pantry, Inc.
Pump & Pantry #22	Burwell	#D-102785	Bosselman Pump & Pantry, Inc.
Pump & Pantry #24	Hastings	#B-23129	Bosselman Pump & Pantry, Inc.
Pump & Pantry #27	Kearney	#D-25700	Bosselman Pump & Pantry, Inc.
Pump & Pantry #29	Central City	#B- 58311	Bosselman Pump & Pantry, Inc.
Pump & Pantry #30	Elm Creek	#B-18426	Bosselman Pump & Pantry, Inc.
Pump & Pantry #32	Cozad	#D-20762	Bosselman Pump & Pantry, Inc.
Pump & Pantry #34	Gordon	#B-21529	Bosselman Pump & Pantry, Inc.
Pump & Pantry #37	St. Libory	#D-32331	Bosselman Pump & Pantry, Inc.
Pump & Pantry #38	Gretna	#D-85546	Bosselman Pump & Pantry, Inc.
Pump & Pantry #39	North Platte	#B-66633	Bosselman Pump & Pantry, Inc.
Pump & Pantry #40	Kearney	#B-79434	Bosselman Pump & Pantry, Inc.
Pump & Pantry #41	Kearney	#B-79474	Bosselman Pump & Pantry, Inc.
Pump & Pantry #42	Grand Island	#B-83476	Bosselman Pump & Pantry, Inc.
Pump & Pantry #43	Grand Island	#D-96501	Bosselman Pump & Pantry, Inc.
Pump & Pantry #44	Grand Island	#D-96502	Bosselman Pump & Pantry, Inc.
Pump & Pantry #45	Hastings	#D-96504	Bosselman Pump & Pantry, Inc.
Pump & Pantry #46	York	#D-96503	Bosselman Pump & Pantry, Inc.
Pump & Pantry #47	LaVista	#D-100011	Bosselman Pump & Pantry, Inc.
Pump & Pantry #48	Fremont	#D-101607	Bosselman Pump & Pantry, Inc.
Pump & Pantry #49	Omaha	#D-101617	Bosselman Pump & Pantry, Inc.
Pump & Pantry #50	Bellevue	#D-104077	Bosselman Pump & Pantry, Inc.
Sam Bass's Steakhouse & Saloon	Blg Springs	#I-77009	Bosselman Food Services, Inc.

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NEBRASKA LIQUOR
CONTROL

Nebraska Liquor Control Commission

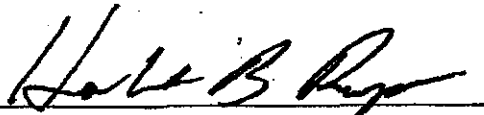
Presents this certificate to

Brian Fausch

For the successful completion of an approved training course on

August 1, 2012

This certificate is valid for three years



*Robert B. Rupe - Executive Director
Nebraska Liquor Control Commission
301 Centennial Mall South, 5th Floor
Lincoln, NE 68509*



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WHEN THIS COPY CARRIES THE RAISED SEAL OF THE NEBRASKA STATE DEPARTMENT OF HEALTH, IT CERTIFIES THE BELOW TO BE A TRUE COPY OF AN ORIGINAL RECORD ON FILE WITH THE STATE DEPARTMENT OF HEALTH BUREAU OF VITAL STATISTICS, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS.

DATE OF ISSUANCE

JUL 15 1985

LINCOLN, NEBRASKA

Stanley S. Cooper
STANLEY S. COOPER, DIRECTOR
BUREAU OF VITAL STATISTICS

STATE OF NEBRASKA—DEPARTMENT OF HEALTH
Bureau of Vital Statistics

CERTIFICATE OF LIVE BIRTH

72 15732

126-

F-200

BIRTH NUMBER

CHILD—NAME FIRST MIDDLE LAST BRIAN THOMAS FAUSCH			DATE OF BIRTH (MONTH, DAY, YEAR) [REDACTED]		HOUR a 10:13p
SEX MALE	THIS BIRTH—SINGLE, TWIN, TRIPLET, ETC. (SPECIFY) SINGLE		IF NOT SINGLE BIRTH—BORN FIRST, SECOND, THIRD, ETC. (SPECIFY)		COUNTY OF BIRTH WEBSTER
CITY, TOWN, OR LOCATION OF BIRTH RED CLOUD, NEBRASKA		INSIDE CITY LIMITS (SPECIFY YES OR NO) INSIDE	HOSPITAL—NAME WEBSTER COUNTY COMMUNITY		
MOTHER—MAIDEN NAME FIRST MIDDLE LAST BARBARA ANN [REDACTED]		AGE (AT TIME OF THIS BIRTH) 20	STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY) NEBRASKA		
RESIDENCE—STATE NEBRASKA	COUNTY WEBSTER	CITY, TOWN, OR LOCATION, ZIP CODE GUIDE ROCK, NEBRASKA	INSIDE CITY LIMITS (SPECIFY YES OR NO) INSIDE	STREET AND NUMBER	
FATHER—NAME FIRST MIDDLE LAST THOMAS HOWARD FAUSCH		AGE (AT TIME OF THIS BIRTH) 23	STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY) WEBSTER COUNTY NEBRASKA		
INFORMANT—NAME OR SIGNATURE <i>Mr. Barbara Fausch</i>					RELATION TO CHILD M.D.
I CERTIFY THAT THE ABOVE NAMED CHILD WAS BORN ALIVE AT THE PLACE AND TIME AND ON THE DATE STATED ABOVE.			DATE SIGNED (MONTH, DAY, YEAR)		ATTENDANT—M.D., D.O., OTHER (SPECIFY) M.D.
SIGNATURE CERTIFIER—NAME (TYPE OR PRINT) DR. F.C. OBERT			MAILING ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP) RED CLOUD, NEBRASKA		
REGISTRAR—SIGNATURE <i>Patty Lehen</i>					DATE RECEIVED BY LOCAL REGISTRAR MONTH DAY YEAR Sept 5, 1972

RECEIVEDSearch Your Voter
Registration
InformationSearch Your Polling
PlaceSearch Your
Provisional BallotSearch Your
Absentee Ballot

Registrant Detail

Name Brian Fausch
 Party Republican
 Polling Place 14 014
 Peace Lutheran Church
 1710 N North Road
 Grand Island, NE 68803

MAR 5 2014

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Districts

District Name	District Type
Grand Island Public Schools	School District
Central Com College Dist 4	Community College District
Central Com College At Large	Community College District
U.S. Congressional District 3	U.S. Congressional District
Appeals Court Judge Dist 5	Judge of Appeals Court Dist.
County Judge Dist 9	Judge of County Court Dist.
District Judge, Dist 9	Judge of District Court Dist.
Supreme Court Judge Dist 5	Judge of Supreme Court Dist.
Legislative District 34	Legislative District
Central Platte NRD SubD 7	Natural Resources District
Nebraska PPD SubD 3	Public Power District
PSC District 5	Public Service Comm District
Board of Regents District 6	Board of Regents
ESU 10 District 4	ESU District
Supervisor District 2	County Board (Commiss./Superv)
Gr Island City Council Ward 1	City Council (Ward)
GI School Board Ward A	School Board Ward
Mayor of Grand Island	Mayor
NW Advisory Board	School Board Ward
State Board of Education Dist6	State Board of Education

Información en español© Copyright 2011 Election Systems and Software. All rights reserved.
VoterView 2.2.061.1

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

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

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.



Signature of spouse asking for waiver
(Spouse of individual listed below)



Printed name of spouse asking for waiver

State of Nebraska

County of Hall

28th day of February, 2014
date

The foregoing instrument was acknowledged before me this

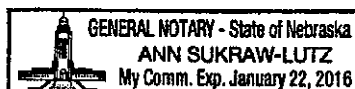
by Lori Fausch

name of person acknowledged



Notary Public signature

Affix Seal



I acknowledge that I am the spouse of the above listed individual. I understand that my spouse and I are responsible for compliance with the conditions set out above. If it is determined that the above individual has violated (§53-125(13)) the Commission may cancel or revoke the liquor license.



Signature of individual involved with application
(Spouse of individual listed above)



Printed name of applying individual

State of Nebraska

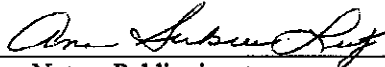
County of Hall

28th day of February, 2014
date

The foregoing instrument was acknowledged before me this

by Brian Fausch

name of person acknowledged



Notary Public signature

Affix Seal



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

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

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

Office Use

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NEBRASKA LIQUOR
CONTROL COMMISSION

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

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Incorporation (Articles must show barcode receipt by Secretary of States Office)

Name of Registered Agent: Charles D. Bosselman, Jr.

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

Bosselman Pump & Pantry, Inc. # 10618

Corporation Address: 3123 W Stolley Park RD, PO Box 4905

City: Grand Island State: NE Zip Code: 68803

Corporation Phone Number: 308-381-2800 Fax Number: 308-382-1160

Total Number of Corporation Shares Issued: 389,096

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

Last Name: Bosselman, Jr. First Name: Charles MI: D

Home Address: 3800 E Hwy 34 City: Grand Island

State: NE Zip Code: 68801 Home Phone Number: 308-382-6722

[Handwritten Signature]

Signature of President/CEO

ACKNOWLEDGEMENT

State of Nebraska

County of Hall

The foregoing instrument was acknowledged before me this

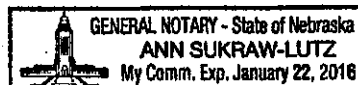
28th day of February, 2014

by Charles D. Bosselman, Jr.
name of person acknowledge

Date

[Handwritten Signature]

Affix Seal



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

Last Name: Bosselman, Jr. First Name: Charles MI: D
Social Security Number: [REDACTED] Date of Birth: [REDACTED] RECEIVED
Title: President Number of Shares 0 MAR 5 2014
Spouse Full Name (indicate N/A if single): Laura L. Bosselman NEBRASKA LIQUOR
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Last Name: Bosselman First Name: Brandi MI: K
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Title: Vice President, Secretary/Treasurer Number of Shares 0
Spouse Full Name (indicate N/A if single): James D. Lofing
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Last Name: Bosselman First Name: Janet MI: K
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Title: Director Number of Shares 0
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____

Last Name: Bosselman Holding, Inc. First Name: _____ MI: _____
Social Security Number: [REDACTED] Date of Birth: _____
Title: Sole Shareholder Number of Shares 389,096
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____

Is the applying corporation controlled by another corporation/company?

☐ YES

☒ NO

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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

NEBRASKA LIQUOR
CONTROL BOARD

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

Starting Date: January 1

Ending Date: December 31

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.

ARTICLES OF AMENDMENT
OF
BOSSELMAN, INC.

NE Sec of State John A. Galt - CORP. NH
1001072002 Pg: 1
BOSSELMAN PUMP & PANTRY, INC.
Filed: 07/29/2011 03:04 PM

Pursuant to the provisions of Section 21-20,121 of the Business Corporation Act of Nebraska, these Articles of Amendment of the Articles of Incorporation of Bosselman, Inc. are hereby submitted as follows:

1. The old name of the corporation is Bosselman, Inc. The new name of the corporation is Bosselman Pump & Pantry, Inc.

2. The amendment so adopted revokes the FIRST Article of the Articles of Incorporation, in its entirety, and substitutes therefor the following:

"FIRST: The name of the corporation is Bosselman Pump & Pantry, Inc."

3. This amendment does not provide for an exchange, reclassification, or cancellation of issued shares.


4. The foregoing Amendment was unanimously adopted by written consent of the Board of Directors and sole stockholder on July 28, 2011.

5. The total number of outstanding shares is 1,096. All of these shares are represented on the written consent and voted as a single voting group to approve the amendment.

DATED: July 28, 2011.

BOSSELMAN PUMP & PANTRY, INC.
(formerly Bosselman, Inc.)

By:


Charles D. Bosselman, Jr., President

L:\wdox\clients\21776\013\00420309.DOC

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NEBRASKA LIQUOR
CONTROL COMMISSION

Nebraska Secretary of State

- John A. Gale

Business Services

Home » Corporation and Business Entity Searches

Mon Mar 10 09:16:05 2014

For Letters of Good Standing (\$6.50), Certificates of Good Standing (\$10.00), and/or Images (\$0.45 per page) of documents filed with the Secretary of State please click the corresponding service below:

 Back to Search Results

Pay Services:

Online Images of Filed Documents | Good Standing Documents

Entity Name

BOSELMAN PUMP & PANTRY, INC.

SOS Account Number

0010618,

Principal Office Address

SUITE A
3123 W. STOLLEY PARK ROAD
GRAND ISLAND, NE 68801

Registered Agent and Office Address

BRANDI K. BOSELMAN
3123 W. STOLLEY PARK ROAD, SUITE A
P.O. BOX 4905
GRAND ISLAND, NE 688024905

Nature of Business

OWNERSHIP AND OPERATION OF
CONVENIENCE STORES

Entity
Type

Domestic Corp Mar 30 1967

Date Filed

Account Status

Active

Corporation Position

Name

Address

President

CHARLES D BOSELMAN, JR.

SUITE A
3123 W. STOLLEY PARK ROAD
GRAND ISLAND, NE 68801

Secretary

BRANDI K BOSELMAN

SUITE A
3123 W. STOLLEY PARK ROAD
GRAND ISLAND, NE 68801

Treasurer

BRANDI K BOSELMAN

SUITE A
3123 W. STOLLEY PARK ROAD
GRAND ISLAND, NE 68801

Director

BRANDI K BOSELMAN

SUITE A
3123 W. STOLLEY PARK ROAD
GRAND ISLAND, NE 68801

Director

CHARLES D BOSELMAN JR

SUITE A
3123 W. STOLLEY PARK ROAD
GRAND ISLAND, NE 68801

Director

CHARLES D BOSSELMAN

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Code	Trans	Date	Price
AP	Articles Perpetual	Mar 30 1967	\$2.25 = 5 page(s) @ \$0.45 per page
AO	Change of Agent or Office	Dec 16 1968	\$0.90 = 2 page(s) @ \$0.45 per page
AO	Change of Agent or Office	Jan 02 1975	\$0.90 = 2 page(s) @ \$0.45 per page
MI	Merge In	Sep 30 1975	\$6.75 = 15 page(s) (s) @ \$0.45 per page
NN	New Name	Jan 16 1976	\$0.90 = 2 page(s) @ \$0.45 per page
MI	Merge In	Dec 22 1981	\$1.35 = 3 page(s) @ \$0.45 per page
PP	Proof of Publication	Jan 26 1982	\$0.45 = 1 page(s) @ \$0.45 per page
TR	Tax Return	Mar 31 1999	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Apr 18 2000	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Apr 25 2001	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Apr 15 2002	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Mar 02 2003	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Feb 27 2004	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Mar 02 2006	\$0.90 = 2 page(s)

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NEBRASKA LIMITED PARTNERSHIP
1000 PAPER DRIVE, SUITE 100
LINCOLN, NE 68502

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into this July 13th, 2012, by and between Bosselman Pump & Pantry, Inc., a Nebraska corporation ("Buyer") and Baba Inc., a Nebraska S Corporation ("Seller"). All capitalized terms herein shall have the meaning ascribed to them in the text or on Schedule 1.0 attached hereto and incorporated herein by this reference.

WHEREAS, Seller is engaged in the operation of a convenience store at 6912 So. 110th Street, Omaha (LaVista), NE (the "Business"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase substantially all of the assets of Seller relating to or used in the operation of the Business.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties, the parties agree as follows:

1. **Sale of Assets.**

1.1 **Description of Assets.** At the Closing, Seller shall sell, transfer, convey and assign to Buyer all right, title and interest in the Assets, free of all liens, pledges, claims and encumbrances of any kind, nature or description, that are used or held for use primarily by the Business, as more particularly set forth herein, including, without limitation, the following (collectively the "Assets"):

- (i) the Real Estate;
- (ii) all Inventories, to be determined as provided in Section 1.3 below;
- (iii) all FFE, all of which are listed on Schedule 1.1(ii);
- (iv) all Intellectual Property owned or licensed (as licensor or licensee) by Seller in which Seller has a proprietary interest, all of which are listed on Schedule 1.1(iii);
- (v) all rights under or pursuant to warranties, representations and guarantees made by suppliers, manufacturers, contractors and other third parties to Seller in connection with products or services provided to the Business;
- (vi) prepaid expenses, sales orders, goodwill and going concern value; and
- (vii) all books, records, ledgers, files, documents, correspondence, lists, plats, specifications, surveys, drawings, advertising and promotional materials, studies, reports and other materials (in whatever form or medium) which relate to the Business, provided, however, that Seller will be entitled to retain copies of any materials it deems reasonably necessary for its tax, accounting, human resources, legal or other business purposes subject to a confidentiality agreement. Assets identified in Sections 1.1 (iv), (v) (vi) and (vii) shall be collectively referred to as "Good Will".

1.2 **Excluded Assets.** Seller will retain all of its right, title and interest in and to, and will not sell, transfer, assign, convey or deliver to the Buyer, and the Assets will not include, the following (collectively, the "Excluded Assets"): RECEIVED
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- (i) cash, near cash, and accounts receivable;
- (ii) any property, casualty, workers' compensation or other insurance policy or related insurance services contract held by Seller, and any rights of Seller under any such insurance policy or contract;
- (iii) any Employee Plans and corresponding assets or any rights of Seller in the Employee Plans provided by Seller to employees as further described in this Agreement.

1.3 **Valuation of Inventory.** On the Closing Date, a physical count of the Inventory shall be taken by a designated representative of Buyer and verified by Seller. Inventory shall be valued at the current retail cost less _____ for inside items and the most recent invoiced/wholesale cost for gasoline and/or diesel gallons and shall exclude any out of date, obsolete or unusable/unsalable items.

2. Purchase Price.

2.1 **Amount.** The "Purchase Price" shall be an amount equal to the sum of:

- (a) _____ except Inventory; plus
- (b) An amount equal to the actual cost of Inventory, as determined per Section 1.3 above.

2.2 **Payment of Purchase Price.** The Purchase Price shall be paid as follows:

- (a) _____ shall be paid to the Bank and at the time of execution of this agreement. The Bank shall hold the funds in as an Earnest Money Deposit and deliver the same for the account of Seller at Closing. In the event this Agreement is rescinded or otherwise fails to close for any reason other than a breach by Buyer that is not excused, upon termination of the Agreement, Bank shall immediately refund the Earnest Money Deposit to Buyer; and
- (b) The balance of the Purchase Price shall be payable by Buyer to Seller at Closing in immediately available funds.

2.3 **Form 8594.** Seller and Buyer hereby agree that the aggregate Purchase Price for the Assets and other payments described in this Agreement shall be allocated for purposes of this Agreement and for federal, state and local income tax purposes as set forth on **Exhibit A** (the "Allocation Certificate"). Buyer and Seller shall file all federal, state, local and foreign income tax returns, including Internal Revenue Form 8594, in accordance with the allocation set forth in

such Allocation Certificate. Any aggregate purchase price increase or decrease shall be reflected on an amended Allocation Certificate. Seller's E.I.N. is 20 8593505. Buyer's E.I.N. is 47-0498183.

2.4 Seller Deliveries. At the Closing, Seller shall deliver to Buyer the following:

- (i) The Assets, the Deed, and a bill of sale and other documents of transfer and assignment, in the form or forms reasonably satisfactory to Buyer, conveying the Assets to Buyer, including domain name transfer;
- (ii) Such other documents as Buyer may reasonably request for the purpose of (1) evidencing the accuracy of any of Seller's representations and warranties; and (2) evidencing the performance by Seller of, or the compliance by Seller with, any covenant or obligation required to be performed or complied with by Seller.

2.5 Buyer Deliveries. At the Closing, Buyer shall deliver to Seller the following:

- (i) The Purchase Price, less the Earnest Money Deposit, in the amount due at Closing;

2.6 Other Deliveries. At and following the Closing, each party, without further consideration, shall execute and deliver such other certificates, documents and instruments and take such further actions as the other may reasonably request in order to complete and effectuate the transactions contemplated herein.

3. Liabilities and Obligations.

3.1 No Assumption. Seller shall promptly pay when due and indemnify Buyer for the payment of, and Buyer does not and will not assume and will not discharge or be liable or responsible for, any debts, liabilities, or obligations of Seller or the Business, including, without limitation (collectively the "Excluded Liabilities"):

- (i) any liability or obligation arising out of or related to any Excluded Assets;
- (ii) all liabilities and obligations arising out of or relating to services provided or products purchased, sold, serviced or distributed in whole or in part prior to the Closing Date in connection with the Business, including all warranty relating thereto;
- (iii) any liability or obligation of Seller with respect to Taxes arising in connection with the Business or the Assets for any taxable period or ratable portion thereof ending on or prior to the Closing Date;
- (iv) any liability or obligation of Seller under any Employee Plans;
- (v) all liabilities and obligations arising out of or relating to any employees (including the employment, compensation and termination of employment thereof and all responsibilities relating to union representation thereof and collective bargaining

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agreements therewith) and any related employee benefits or employee benefits plans or programs, including without limitation, COBRA obligations, incurred prior to Closing;

(vi) all liabilities and obligations under environmental laws arising out of or relating to the conduct of the Business or any other Assets prior to the Closing Date;

(vii) any and all other liabilities and obligations arising out of or relating to the Business or the Assets incurred or arising prior to the Closing Date;

(viii) payroll, income, or employment tax or other liabilities or obligations of Seller incurred in connection with the operation of the Business or the sale of the Assets; and

(ix) contingent liabilities or obligations of Seller.

3.2 **Title.** At Closing, Seller shall execute and deliver to Buyer the Deed conveying title to the Property free and clear of all liens and encumbrances; provided, however, title to the Property will be subject to any Permitted Exceptions as defined in Section 3.5 below.

3.3 **Taxes.** Seller shall be responsible for real estate taxes on the Real Property for all years prior to the year in which the Closing occurs. Real estate taxes for the calendar year in which the Closing occurs, together with interest, shall be prorated to the Closing Date. The real estate taxes shall be prorated on the basis of the most current assessment for the Property and based upon the most current tax levy as set by the Board of Equalization of Sarpy County.

3.4 **Special Assessments.** Seller agrees that it shall pay all special assessments and charges, if any, that have been levied, assessed, or recorded as a lien on or against the Real Property. All special assessments and charges that have not been recorded although a special assessment district has been created, prior to the Closing Date shall be paid and assumed by Buyer.

3.5 **Title Insurance.** Seller shall provide to Buyer a title insurance commitment on the Property dated within 10 days of the date of this Agreement. The title insurance commitment will show marketable title to the Property in Seller in accordance with the terms and conditions of this Agreement, and shall agree to insure title in Buyer in the amount of the Purchase Price following closing in conformity herewith. The cost of the final owner's title insurance policy shall be split equally between Buyer and Seller. The cost of a lender title insurance policy, if any, shall be at the sole cost and expense of Buyer.

Buyer shall approve or disapprove title to the Property as shown on the title insurance commitment within ten (10) business days after receipt of the title insurance commitment as provided in the previous paragraph. If any defect in title is discovered during the examination of the title insurance 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 cure such defect on or prior to the Closing Date at Seller's sole cost and expense. If Seller does not cure any such defect, or if efforts to cure any such defect fail, Buyer shall have the option to rescind this Agreement, in which case Buyer shall be entitled to an immediate refund of its earnest money deposit, together with any interest earned thereon. In addition to the terms and conditions of this Agreement, the land title law of Nebraska, and the title standards approved by the Nebraska State

Bar Association to the date of examination of title shall serve as a guide to marketability of title. Any matters reflected in the title commitment to which Buyer does not object shall be deemed to be "Permitted Exceptions."

3.6 **Employees.** Seller shall terminate all employees and employment-related agreements related to the Business as of the Closing Date; provided however, Buyer reserves the right to refuse or to offer employment to any employee of Seller.

4. **Closing.** The closing (the "Closing") of this transaction shall take place as soon as all conditions of the Purchase Agreement have been met, or such other date as the parties shall agree (hereinafter referred to as the "Closing Date"), at Bank of Nebraska (the "Bank"), 7223 S. 84th Street, La Vista, NE, or at such other location as the parties shall mutually determine. The risk of loss shall remain with Seller at all times until receipt of payment of the Purchase Price due at Closing at which time the risk of loss shall pass to Buyer. Closing shall be deemed to occur at the time that the Purchase Price due at Closing is received by Seller. Seller shall be obligated to prepare the Deed and to pay Nebraska Documentary Stamp taxes, if any, relating to this transfer. Buyer shall be obligated to prepare the Real Estate Transfer Statement and to pay the cost, if any, of filing said deed. Each party shall pay its own attorney fees. Buyer and Seller agree to retain Missouri River Title as the Escrow Closing Agent ("Title Company") to close this transaction and shall execute the Title Company's agreement upon reasonable request. Buyer and Seller shall each pay one-half of the expenses of the Title Company and one half of the cost of a Phase II environmental examination currently reasonably estimated to be \$6,600 in total.

5. **Representations and Warranties of Seller.** As an inducement for Buyer to enter into and perform its obligations under this Agreement, Seller, and each of them jointly and severally, represents and warrants to Buyer, its successors and assigns, that all of the representations and warranties set forth in this Section 5 are true and correct in all material respects, and shall be deemed remade at and as of the Closing Date, as follows:

5.1 **Existence.** Seller is a Nebraska corporation and has been duly authorized and approved by all necessary entity action prior to the date of this Agreement. Madhab Silwal is the President and has been authorized to act for and bind Seller with his signature. Seller is not restricted from conveying the Assets by prior agreement, decree or judgment, except as disclosed in writing by Seller to Buyer herewith.

5.2 **Enforceable Agreement.** The execution and delivery by Seller of this Agreement and each other document to which a Seller is a party executed in connection herewith, and the performance of each of its obligations hereunder and thereunder, have been duly authorized and approved by all necessary entity action prior to the date of this Agreement. This Agreement and each other document to which Seller is a party executed in connection herewith have been duly and validly executed and delivered by Seller and constitute a valid and binding obligation of Seller enforceable against it in accordance with its terms, except to the extent limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors rights. No approval of any other person is required for the performance of Seller's obligations hereunder.

5.3 **Financial Statements.** Reference is made to profit and loss statements, compilations, tax returns and other financial disclosures made by Seller to Buyer, collectively referred to as the "Financial Statements". The Financial Statements are true, correct and

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complete, and are consistent with the books and records of Seller (which books and records are true, correct and complete). The Financial Statements fully and accurately reflect the assets, liabilities, cash flow, results of operations and financial condition of the Business and Seller as of the date of the respective statements and the Business has been run only in the normal and ordinary course since such date; and since January 1, 2012, there has been no change in the accounting methods or practices followed by Seller or any change in the amortization policies or rates theretofore adopted by Seller.

5.4 Title and Condition of Assets.

(a) Seller owns and has good marketable title to all of the Assets, and as of the Closing Date, free of all mortgages, liens, pledges, charges or encumbrances or other third party interests of any nature whatsoever. Transfer of the Assets from Seller to Buyer will vest Buyer with good and valid title to the Assets, free of all liens, encumbrances, claims and charges whatsoever.

(b) All the tangible and intangible assets necessary for and utilized in the operation of the Business are included in the Assets described in Section 1 hereof, all of which are listed on the Schedules described in Section 1.

(c) The Assets consisting of FFE utilized in the operation of the Business (i) are in good operating condition and repair, normal wear and tear excepted; (ii) are adequate for the uses to which they are being put and for the continued conduct of the Business after the Closing in substantially the same manner as prior to Closing; and (iii) conform to all applicable statutes, ordinances and regulations relating to their use and operation. The car wash asset is in need of minor repairs totaling up to . Seller and Buyer are both aware of this and consent to preceding with closing knowing this. No allocation or change in the purchase price will be made for this repair.

(d) The Real Property and the buildings thereon owned or utilized by the Business in the conduct of the Business do not violate any present building, zoning or other laws or ordinances, or any agreements applicable thereto, and no notice of any such violation has been received by Seller. Such real estate and improvements presently are, and at Closing will be, structurally sound, in operating condition and repair (ordinary wear and tear excepted), and have been duly maintained in accordance with normal industry practice and applicable laws, rules, and regulations.

5.5 Legal Proceedings. Seller is not in violation of any law or order of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality (including, without limitation, laws, regulations, orders and restrictions applicable to environmental standards and controls, wages and hours, civil rights and occupational health and safety), nor has it received any notice of noncompliance. There are no lawsuits, proceedings, claims or governmental investigations pending or threatened against, or involving Seller, the Assets or the Business. There is no basis known to Seller for any action which would have a Material Adverse Effect upon Seller, the Assets, the Business, or the financial condition or results or operations of Seller or its right to conduct the Business as presently conducted. There are no judgments, consents, decrees, injunctions, or any other judicial or administrative mandates outstanding against Seller.

5.6 **Liabilities.** Any liens affecting the Assets shall be terminated or released at the Closing. All unsecured liabilities shall have been paid or otherwise satisfied in full on or before Closing, except to the extent that the same are due after Closing, in which event Seller shall pay the same when due in accordance with the terms thereof. Seller has no liabilities (and there is no basis for any present or future charge, complaint, action, suit, proceeding, hearing, investigation, claim, or demand against Seller) except for (i) liabilities set forth on Financial Statements and (ii) liabilities which have arisen in the ordinary course of business after the most recent fiscal period reflected in the Financial Statements, none of which relates to any breach of contract, breach of warranty, tort, infringement, or violation of law or arose out of any charge, complaint, action, suit, proceeding, hearing, investigation, claim, or demand.

5.7 **Inventory.** The Inventory to be conveyed to Buyer is merchantable and fit for the purpose for which it was procured, and none of which is slow-moving, obsolete, damaged, or defective, consistent with past experience and/or practice at prices at least equal to the values on its books. All such Inventory of finished goods is good and saleable in the ordinary course of business.

5.8 **Permitted Transaction.** The execution, consummation and performance of this Agreement by Seller and Seller's conduct of the Business do not violate in any material respect, any federal, state or local statute, law or regulation or any material contract or agreement to which Seller is a party.

5.9 **Environmental Laws, Permits and Conditions.**

Seller has materially complied with all federal, state and local laws, ordinances and regulations relating to and involving (A) industrial hygiene or to Environmental Conditions on, under or about the real estate where the Business is operated, including, but not limited to, soil and groundwater conditions; and (B) the use, generation, manufacture, storage, disposal and transportation of Hazardous Substances. There are no currently existing Environmental Conditions with respect to the Assets or the Business.

For purposes of this Section 5.9, these terms shall have the meanings set forth below:

(A) **"Environmental Conditions"** means material conditions with respect to soil, surface waters, ground waters, stream sediments and similar conditions on-site and off-site of properties owned, leased or operated by Seller in connection with the Business related to the presence or Release of Hazardous Substances, which conditions could require remedial action or may result in claims, demands and liabilities to Seller by third parties, including, without limitation, governmental entities, adjacent property owners and any individuals suffering property damage or personal injury;

(B) **"Hazardous Substances"** include any pollutants, dangerous substances, toxic substances, hazardous materials or hazardous substances as defined in or pursuant to CERCLA, RCRA or any similar law of any state in which the Business is operated as well as any other applicable environmental ordinance, rule or regulation;

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(C) "Release" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, disposing or dumping; and

(D) "Notice" means any summons, citation, directive order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from the USEPA or similar agency or department of any state in which the Business is operated or any other federal, state or local agency or authority or any other entity or any individual concerning any intentional or unintentional act or omission which has resulted or may result in the Release of Hazardous Substances into the air or waters or onto the lands of any State in which the Business is operated, or into waters outside the jurisdiction of any State in which the Business is operated or into the "environment", from or on property of Seller, and shall include the imposition of any lien on property of Seller, pursuant to any violation of federal, state or local environmental laws, ordinances, rules, regulations, government actions, orders of permits, or any knowledge, after due inquiry and investigation, or any acts which could give rise to any of the above.

5.10 **Brokers.** Seller has not dealt with or retained any finder or broker for whose fees or expenses Buyer would be responsible in connection with this Agreement or the transactions contemplated hereby.

5.11 **Taxes.** Except as set forth on **Schedule 5.11:**

(a) Seller has timely filed all federal, state, local and foreign income, excise, property, sales, payroll and other tax returns and reports (the "Tax Returns") that Seller was required to file and all such Tax Returns were true, correct and complete in all material respects, copies of which have been delivered to Buyer. Seller has paid in full on a timely basis or properly accrued all federal, state, local and foreign taxes, assessments, interest, penalties, deficiencies, fees and other governmental charges or impositions which have been, or may have become due by those Tax Returns, or otherwise, whether or not shown on any Tax Return to any taxing authority from Seller (the "Taxes"). The amount of Seller's liability for unpaid Taxes for all periods or portions thereof ending before the Closing Date will not exceed the amount of the current liability accruals for Taxes (excluding reserves for deferred Taxes) as such accruals are reflected on the books and records of the Business on the Closing Date.

(b) There are no ongoing, notified or announced examinations or claims against Seller for Taxes, and no notice of any audit, examination, request for information or questionnaire or claim for Taxes, whether pending or threatened, has been received. No audits for Taxes by any governmental authority have been completed, and Seller has not requested or entered into any agreement with any governmental authority to extend the (statutory) limitation period for the collection or assessment of Taxes.

(c) Seller has timely and correctly withheld and paid over to the proper authorities all Taxes required to have been withheld and paid over, and complied with all information reporting and backup withholding requirements, including maintenance of required records with respect thereto.

(d) There is no basis for the assertion of any claim relating to or attributable to Taxes which, if adversely determined, would result in any lien on the Assets.

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5.12 **Compliance.** To Seller's Knowledge, Seller has complied and is complying with all applicable statutes, laws, ordinances, orders, rules and regulations promulgated by any federal, state, or local governmental authority relating to the use, operation, and conduct of the Business; there are no material violations of any such statute, ordinance, order, rule or regulation, and there are no such statutes, ordinances, orders, rules or regulations outstanding which require further actions or expenditures by Seller, or by Buyer upon transfer of the Assets to it based upon conditions existing prior to Closing, in respect to the Assets or the Business; Seller has not received any notice of alleged violation of any applicable zoning regulation or order, OSHA regulation or order, Americans with Disabilities Act ("ADA") regulation or order, building code regulation or order, or other law, order, regulation or requirement relating to the Assets or the Business.

5.13 **Disclosure; Capacity.** Seller has disclosed to Buyer all facts material to the Assets, liabilities and the Business. No representation or warranty of Seller made hereunder or in any certificate, statement, or other document delivered by or on behalf of Seller hereunder contains any untrue statement or omission of a material fact which would cause the general interpretation of the statements to be misleading. Copies of all documents delivered or made available to Buyer are true, correct and complete copies thereof, and include all amendments, supplements or modifications thereto or waivers thereunder. All representations and warranties by Seller hereunder are made from knowledge acquired after reasonable investigation and discussions with the managers and key employees of Seller.

6. **Representations and Warranties of Buyer.** As an inducement for Seller to enter into and perform its obligations under this Agreement, Buyer hereby represents and warrants to Seller, which representations shall be deemed made as of the date hereof and as of the Closing, that:

6.1 **Enforceable Agreement.** The execution and delivery by Buyer of this Agreement and each other document to which Buyer is a party executed in connection herewith, and the performance of each of its obligations hereunder and thereunder, have been duly authorized and approved by all necessary entity action prior to the date of this Agreement. This Agreement and each other document to which Buyer is a party executed in connection herewith have been duly and validly executed and delivered by Buyer and constitute a valid and binding obligation of Buyer enforceable against it in accordance with its terms, except to the extent limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors rights. No approval of any other person is required for the performance of Buyer's obligations hereunder.

6.2 **Brokers.** Buyer has not dealt with or retained any finder or broker for whose fees or expenses for which Seller would be responsible in connection with this Agreement or the transactions contemplated herein.

7. **Conduct of Business Pending Closing.** Seller covenants that during the period commencing on the date hereof, up to and through the Closing Date:

7.1 **Conduct of Business.** Seller shall operate the Business in the ordinary course, and in conformity in all material respects with applicable laws, rules and regulations, including,

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without limitation, each of the following activities: ordering merchandise; maintaining usual and customary inventory levels; collecting accounts receivables; payment of expenses; continuation of general business and promotional activities; keeping the Business and the Assets substantially intact including its present operations, physical facilities, working conditions, and contracts with lessors, licensors, suppliers and customers; and Seller will not agree to any significant contract or order for capital expenditures to be performed or incurred after Closing without the prior written consent of Buyer.

7.2 New Contracts. Seller will not enter into any material contract or commitment relating to the Assets, except in the ordinary course of business consistent with the provisions of this Agreement, unless approved by Buyer.

7.3 Asset Transfer. Seller shall not sell, assign, lease, encumber or otherwise transfer or dispose of any of the Assets except in the ordinary course of business and in connection with the acquisition of similar property or assets.

7.4 Inconsistent Actions. Seller shall not take any action which is materially inconsistent with its obligations under this Agreement.

7.5 Maintenance of Assets. Seller will maintain all of the Assets or replacements thereof in their present condition, ordinary wear and tear excepted and except for Assets which become obsolete and dispositions of Assets in the ordinary course of business and consistent with past practices of Seller.

7.6 Business Permits. Seller will conduct the Business in accordance in all material respects with the licenses, permits and other authorizations issued to it by any governmental agency.

7.7 Insurance. Seller will maintain in force the existing hazard and liability insurance policies, or comparable coverage, for the Assets, and will use the proceeds of any such policies to repair or restore any damaged Assets.

7.8 Third Party Consents. Where the consent of any third party is required under the terms of any agreements to be assigned by it hereunder, Seller will use its commercially reasonable efforts to obtain such consent on terms and conditions not less favorable than as in effect on the date hereof.

7.9 Legal Proceedings. Seller shall give Buyer notice of any litigation or proceedings involving the Business or the Assets from and after the date hereof, together with copies of all pleadings relating thereto.

7.10 Subsequent Events. Seller shall give prompt written notice to Buyer of any fact or circumstance which Seller becomes aware of which would materially change or affect the Business, the Assets or the accuracy of any representation or warranty in this Agreement, but such notice shall not relieve Seller of its liabilities or obligations with respect thereto.

7.11 Employee Relations. Seller shall make no changes except in the ordinary course of business in the salaries, fringe benefits or perquisites of any employee. Seller authorizes

Buyer may interview and hire any of Seller's present employees. In the event that Buyer hires any of Seller's employees, Seller shall be liable and responsible for salary and all fringe benefits and termination rights to which such employees may be entitled up to the Closing Date.

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7.12. **Buyer's Permits and Licenses.** Seller shall provide reasonable assistance to Buyer related to the assignment or issuance of any permits or licenses necessary for Buyer to operate the Business in the present manner from and after Closing.

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7.13. **Exclusivity.** Seller shall not, on its own behalf or by or through its officers or agents, solicit, initiate, or encourage the submission of any proposal or offer from any person relating to any (i) merger or consolidation, acquisition or purchase of interests or assets, or any similar transaction or business combination involving Seller, the Business or the Assets, or (ii) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any person to do or seek any of the foregoing. Seller will notify Buyer immediately if any person makes any proposal, offer, inquiry, or contact with respect to any of the foregoing.

7.14. **Access to Information.** From and after the date hereof, Seller shall make available to Buyer such information relating to the Assets and Business as is reasonably requested by Buyer, and Seller shall permit Buyer to inspect the books and records of the Business and conduct such other due diligence as Buyer may desire with respect to the Assets and Business. Buyer shall retain and preserve all records and books of Seller delivered to Buyer for a period of three (3) years from the date hereof and upon written request of Seller, shall provide Seller with reasonable access to such business records and copies of such documents when requested at Seller's expense.

7.15 **Inspections.** Buyer will have access to the real estate to conduct any inspections that it deems necessary, including without limitation, environmental inspections.

8. **Conditions Precedent for Buyer.** All obligations of Buyer under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions, any one or more of which may be waived by Buyer, in its sole discretion, in whole or in part:

8.1 Seller's representations and warranties contained in this Agreement shall be true and correct in all material respects at the date hereof and at the time of Closing as though such representations and warranties were made at such time.

8.2 Seller shall have substantially and materially performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

8.3 Neither the Business nor the Assets shall have been adversely affected in any material way as a result of any work stoppage or slowdown, strike, lockout, accident or other casualty or act of God or the public enemy, or any actual or threatened judicial, administrative or governmental proceedings, provided, that in the event of a casualty loss affecting the Assets or the Business prior to Closing, in the event Closing occurs, Buyer shall be entitled to all insurance proceeds relating to the Assets which are transferred to Buyer and an assignment of any claim relating thereto.

8.5 Buyer shall be satisfied that all of the Assets are owned by Seller free and clear of any liens or encumbrances and all documents reasonably necessary in the opinion of counsel to Buyer to evidence such clear title and discharge any existing liens on the Assets shall be obtained.

8.6 Buyer shall have consummated a loan with the Bank on terms and conditions mutually acceptable to Buyer and the Bank, including a principal amount of _____ fully amortized over _____ years with one hundred _____ equal payments at a fixed rate of _____

8.7 Buyer shall be satisfied with the condition of the Real Property and the Assets as revealed by all inspections undertaken by or on behalf of Buyer as permitted by Section 7.15 above in its sole discretion.

9. **Conditions Precedent for Seller.** All obligations of Seller under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions, any one or more of which may be waived by Seller, in its sole discretion, in whole or in part:

9.1 Buyer's representations and warranties contained in this Agreement shall be true and correct in all material respects at the date hereof and at the time of Closing as though such representations and warranties were made at such time.

9.2 Buyer shall have substantially and materially performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

9.3 Buyer shall have tendered payment of the Purchase Price and all other deliveries due at Closing in accordance with the terms of this Agreement.

9.4 Buyer has committed to make the following improvements to the Business in the estimated amounts indicated within 180 days after closing:

Exterior Remodel
Interior Remodel
Car Wash Repair
Signage
POS System
Parking Lot Repair/Replace

Total \$ _____

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NEBRASKA LIQUOR
COMMISSION

10. **Indemnification.**

10.1 **Seller's Indemnity of Buyer.** Seller shall defend, indemnify and hold Buyer harmless from, against and in respect of any and all Damages asserted against, imposed upon or incurred by Buyer by reason of or resulting from any of the following, including, without limitation, any and all actions, suits, claims, proceedings, investigations, audits, demands,

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MAR 5 2014

assessments, fines, judgments, costs and other expenses (including, without limitation, reasonable audit and legal fees) arising out of or resulting from:

(a) Any breach of warranty or misrepresentation by Seller contained herein, or the non-performance of any material covenant or obligation to be performed by Seller hereunder or from any misrepresentation, omission or inaccuracy in any schedule, exhibit, certificate, instrument or paper delivered or to be delivered by Seller hereunder in connection with the transactions herein contemplated;

(b) Any liability or matter to the extent arising out of the conduct of the Business or ownership of the Assets prior to the Closing Date (other than liabilities accruing after the Closing Date with respect to agreements, leases or other obligations specifically assumed by Buyer);

(c) Any attempt (whether or not successful) by any person to cause or require Buyer to pay or discharge any debt, obligation or liability relating to Seller; and

(d) Any claim which may be asserted against Buyer or any of the Assets being sold hereunder, by any of Seller's employees, independent contractors or agents with respect to liabilities incurred by or on Seller's behalf prior to their termination of employment by Seller, including labor costs, severance pay, pension benefits, employee benefits, vacation and holiday benefits, sick pay, multiemployer withdrawal liability, any and all employee benefits, and any other costs associated therewith.

10.2 Buyer's Indemnity of Seller. Buyer shall indemnify and hold Seller forever harmless from, against and in respect of any and all Damages asserted against, imposed upon or incurred by Buyer by reason of or resulting from any of the following, including, without limitation, any and all actions, suits, claims, proceedings, investigations, audits, demands, assessments, fines, judgments, costs and other expenses (including, without limitation, reasonable audit and legal fees) arising out of or resulting from:

(a) Any breach of warranty or misrepresentation by Buyer contained herein, or the non-performance of any material covenant or obligation to be performed by Buyer hereunder or from any misrepresentation, omission or inaccuracy in any exhibit, certificate, instrument or paper delivered or to be delivered by Buyer hereunder in connection with the transaction herein contemplated;

(b) The non-performance or non-payment of any obligations or liabilities incurred or assumed by Buyer under this Agreement; and

(c) The operation of the Business and ownership of the Assets, but only to the extent arising after the Closing Date.

11. Default. In the event of default by Seller which is not cured prior to the Closing Date, Buyer shall have the option to rescind this Agreement in addition to all other remedies at law or in equity arising from such default, including the remedy of specific performance. In the event of default by Buyer which is not cured prior to Closing Date, Seller shall be entitled to retain the

Earnest Money Deposit as a liquidated damage. The liquidated damage shall be Seller's sole and exclusive remedy against Buyer.

12. **General Provisions.**

12.1 **Entire Agreement and Modification.** This Agreement, together with the Exhibits and Schedules attached hereto which are incorporated herein by this reference, constitute the entire agreement between the parties and no negotiations, warranties, covenants, promises or representations which are not contained in this Agreement shall have any force or effect. All negotiations between the parties are merged in this Agreement and the Exhibits to this Agreement and there are no understandings or agreements other than those incorporated herein. No amendment thereof or modifications hereof, or additions hereto shall be valid or effective unless the same shall be in writing and signed by each of the parties hereto.

12.2 (Intentionally Left Blank)

12.3 **Binding Agreement; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties named herein and to their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either party without the prior written consent of the other party.

12.5 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12.6 **Headings.** The headings contained in this Agreement have been inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

12.7 **Notices.** Except during the continuance of a known interruption of service in the method of delivery used, all notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally, sent via facsimile transmission or sent by registered or certified mail, postage prepaid, and addressed as set forth below:

If to Seller:

Baba, Inc.
Madhab Silwa, President
6912 S. 110th Street
Omaha, NE 68134

With a copy to:

Bank of Nebraska
Attn: Mike Choiniere
7223 S. 84th Street
La Vista, NE 68128

If to Buyer:

Bosselman Pump & Pantry, Inc.
Attn: Brandi Bosselman, VP
PO Box 4905
Grand Island, NE 68802-4905

With a copy to:

Donald L. Dunn, Esq.
Rembolt Ludtke LLP
1201 Lincoln Mall, Suite 102
Lincoln, NE 68508

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NEBRASKA LEGAL

Any party hereto may change the address to which notices are to be addressed by giving the other party notice in the manner herein set forth. All notices shall be effective upon delivery.

12.8 Termination of Agreement. This Agreement and the transactions contemplated hereby may be terminated or abandoned at any time on or prior to the Closing Date:

- (a) by unanimous written consent of Seller and Buyer;
- (b) by Buyer if there has been a material misrepresentation in this Agreement or any Schedules or Exhibits hereto by Seller or a material breach by Seller of any of the warranties or covenants of Seller set forth herein, or a failure of any condition to which the obligations of Buyer to close are subject, which has not been cured after ten (10) days written notice to Seller or which has not been waived in writing by Buyer on or prior to the Closing Date; or
- (c) by Seller, if there has been a material misrepresentation in this Agreement by Buyer, or a material breach by Buyer of any of the warranties or covenants of Buyer set forth herein, or a failure of any condition to which the obligations of Seller to close are subject, which has not been cured after ten (10) days written notice to Buyer or which has not been waived in writing by Seller on or prior to the Closing Date.

12.9 Expenses. All costs and expenses incurred in connection with this Agreement or any of the transactions contemplated hereby including, but not limited to, accounting, consulting and attorney's fees shall be paid by the party incurring such expenses.

12.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

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

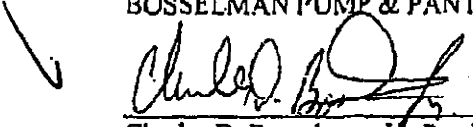
SELLER: BABA, INC.



Madhab Silwal, President

BUYER:

BOSELMAN PUMP & PANTRY, INC.



Charles D. Bosselman, Jr., President

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NEBRASKA LICOR
COSTA MESA, CA



BOSSELMAN
COMPANIES



BOSS
Shop

Pump
& **Pantry**

CRISPER



3123 W Stolley Park Road, Suite A | PO Box 4905 | Grand Island, Nebraska 68802-4905 | Phone (308) 381-2800 | Fax (308) 382-1160 | www.bosselman.com

February 28, 2014

Nebraska Liquor Control Commission
PO Box 95046
Lincoln, NE 68509-5046

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NEBRASKA LIQUOR
CONTROL COMMISSION

RE: New Application, Pump & Pantry #47, D-100011

Dear Nebraska Liquor Control Commission:

Enclosed please find a new application for Pump & Pantry #47 located in the newly annexed portion of LaVista.

Please let me know if you have any questions or concerns.

Sincerely,

Ann Sukraw-Lutz
Executive Administrative Assistant
Bosselman Administrative Services, Inc.

308-382-5501 ext. 359
ann.sukraw-lutz@bosselman.com

enclosures



BOSSELMAN
COMPANIES



3123 W Stolley Park Road, Suite A | PO Box 4905 | Grand Island, Nebraska 68802-4905 | Phone (308) 381-2800 | Fax (308) 382-1160 | www.bosselman.com

March 10, 2014

Nebraska Liquor Control Commission
ATTN: Michelle
PO Box 95046
Lincoln, NE 68509-5046

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MAR 12 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

RE: Application, Bosselman Pump & Pantry, Inc. dba Pump & Pantry #47

Dear Michelle,

Enclosed please find the requested check payable to the Nebraska Liquor Control Commission in the amount of \$45.00. Mary Messman's letter of January 3, 2014 did not reference the \$45.00 fee, hence it's omission from our application.

Thank you very much for your work with this transfer from Sarpy County to the City of LaVista.

Sincerely,

Ann Sukraw-Lutz
Executive Administrative Assistant
Bosselman Administrative Services, Inc.

308-382-5501 ext. 359
ann.sukraw-lutz@bosselman.com

enclosures

Bus Ck 00024235
\$45.00

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MAR 10 2014