

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, May 4, 2023
5:30 PM

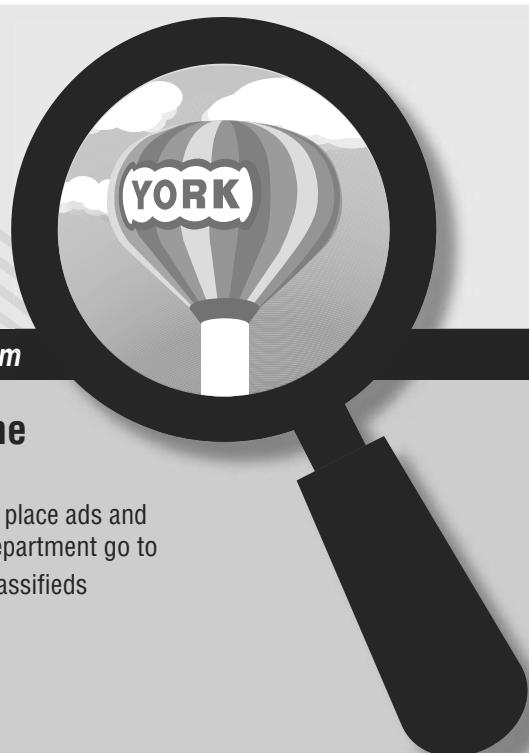
THE OPEN MEETINGS ACT IS POSTED ON THE EAST WALL OF THE COUNCIL
CHAMBERS

1. The Open Meetings Act is posted on the East Wall of the Council Chambers
2. Notice of this meeting was published in the York News Times on April 27, 2023
3. Pledge of Allegiance
4. Roll Call
5. Minutes of the April 20, 2023 meeting
6. Claims of Elected Officials
 - 6.1. Claim for Tony North of North Printing and Office Supply in the amount of \$2,189.58
 - 6.2. Claim for Stephen Postier of the York County Development Corporation in the amount of \$8,333.34
7. Claims for the period of April 21, 2023 through May 4, 2023
8. City Administrator Report
9. Public Hearing for Class C Liquor License:
 - 9.1. Consider approval of an application filed by Fresh Foods York Inc. for a Class C Liquor License for Grand Central Foods, 311 N. Lincoln Ave, and naming Chris Rieger as manager of said license and make recommendation to the Nebraska Liquor Control Commission
10. Consider approval of a quote with All Traffic Solutions for two messaging signs with trailers in the amount of \$33,507.31
11. Mayor Appointments:

- 11.1. Reappointment of Matt Leif to the Board of Public Works for a term ending June 1, 2026
- 11.2. Reappointment of Ken Ekeler to the Board of Public Works for a term ending June 1, 2026
- 11.3. Reappointment of Mark Deepe to the Aviation Board for a term ending June 1, 2026
- 11.4. Reappointment of Marilyn Jackman to the Personnel Board for a term ending June 1, 2027
- 11.5. Reappointment of Jerry Clinch to the Library Advisory Board for a term ending July 1, 2028
12. Consider going into closed session to discuss potential land acquisition, location and price.
 - 12.1. Motion to enter into closed session to discuss potential land purchase, price and location
 - 12.2. Motion to come out of closed session
13. Adjournment

York News-Times

Classifieds



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 Friday..... Wednesday at 11:00
 Saturday..... Thursday at 11:00
 ADvantage..... Thursday at 11:00



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Employment
yntjobseekers.com

0242 Painting

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0355 Pets & Supplies



BOOTS: This friendly guy is a sturdy lovable lap cat. He is fully vetted and anxious to have his own home. He is currently in foster care, please call LaMoine 366-0533 for more information. Applications are available at yorkadoptapet.com



If you are looking for a special cat, Jack is the one to adopt. He is fully vetted and would be a great addition to your family. He is fully vetted and anxious to have his own home. He is currently in foster care, please call LaMoine 366-0533 for more information. Applications are available at yorkadoptapet.com

Such a big lovable teddy bear. Jasper would make a wonderful family addition. He is fully vetted and anxious to have his own home. He is currently in foster care, please call LaMoine 366-0533 for more information. Applications are available at yorkadoptapet.com



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0910 RVs, Campers, Motorhomes

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2016 Arctic Fox 5th wheel Model 27-5L 29 1/2 foot, four season, 2 slide outs, 30 amps, vaulted ceiling, lots of storage, newer tires and lots of extra features
 H a s t i n g s N E
 308-390-3249 or 308-390-2983

0970 Pickups, 4x2 or 4x4



'02 Ford F-150 Lariat 4dr SuperCrew, 4WD Style-side SB, leather seats, 277K

\$5,995
 Call Tim at 308-624-0055 or Kerwyn 308-390-8925



0980 Sport Utility Vehicles



'05 Ford F-150 FX4 4dr SuperCab 4WD StyleSide 6.5 ft. SB.

\$6,995
 Call Tim at 308-624-0055 or Kerwyn 308-390-8925



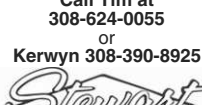
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0980 Sport Utility Vehicles



'06 Jeep Wrangler X, 65 Anniversary, brand new soft top, with an inline 6. 97K

\$15,995
 Call Tim at 308-624-0055 or Kerwyn 308-390-8925



'07 Jeep Grand Cherokee Laredo 4dr SUV 4WD, great running, 91K

\$8,995
 Call Tim at 308-624-0055 or Kerwyn 308-390-8925



'12 Chevrolet Equinox LT SUV, FWD, Back up Camera, navigation, XM radio, rebuilt motor from top to bottom. Very clean and runs great

\$6,995
 Call Tim at 308-624-0055 or Kerwyn 308-390-8925

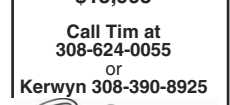


0995 Autos for Sale or Lease



'18 Ford Taurus SEL 4dr Sedan, front wheel drive, 27mpg, brand new tires, keyless entry, remote start, 3.5i V6, 81K.

Just Reduced \$15,995
 Call Tim at 308-624-0055 or Kerwyn 308-390-8925



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NOTICE OF ORGANIZATION OF HEARTLANDBEAT, LLC
 1. The name of the Limited Liability Company is Heartlandbeat, LLC
 2. The address of the initial designated office of the Company in Nebraska is: 1110 N. Shore Lane, PO Box 95, Henderson NE 68371
 3. The name and address of the Company's initial agent for services of process of the Company is: Christin P. Lovegrove, 179 N 9th, PO Box 311, Geneva NE 68361
 HEINISCH & LOVEGROVE LAW OFFICE, PC LLO 179 North 9th Street PO Box 311 Geneva, NE 68361
 April 20, 27, May 4 ZNEZ

NOTICE OF MEETING
 Notice is hereby given that a budget workshop of the City Council as Committee of the Whole of the City of York, Nebraska, will convene immediately following the adjournment of the York City Council meeting on Thursday, May 4, 2023 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public.
 Amanda Ring City Clerk
 April 27 ZNEZ

NOTICE OF MEETING
 Notice is hereby given that a meeting of the City Council of the City of York, Nebraska, will be held at 5:30 o'clock p.m. on Thursday, May 4, 2023 in the Council Chambers, York Municipal Building, 100 East 4th Street, which meeting will be open to the attendance of the public. An agenda of such meeting, kept continuous-

0099 LEGALS

ly current, is available for public inspection at the office of the City Clerk.
 Amanda Ring City Clerk
 April 27 ZNEZ

NOTICE OF MEETING
 Notice is hereby given that a meeting of the Board of Education of Centennial Public School, District 67-R, will be held at 8:00 p.m. on the 8th day of May, 2023, in the Board of Education Room of the Centennial School, Utica, Nebraska, which meeting will be open to the public. An agenda, kept continuously current, is available for public inspection on the school website and at the office of the superintendent.
 By: Bryce Borchers, Secretary
 Centennial Board of Education
 April 27 ZNEZ

NOTICE OF MEETING
 Notice is hereby given that a meeting of the York Parks & Recreation Advisory Board of the City of York, Nebraska, will be held at 5:00 o'clock p.m., May 4, 2023 in the Lower-Level Meeting Room, York Community Center, 211 E. 7th Street, which meeting will be open to the attendance of the public. An agenda of such meeting, kept continuously current, is available for public inspection at the office of the Parks & Rec Director.
 April 27, 2023 ZNEZ

NOTICE OF ORGANIZATION
 Notice is hereby given that Thlaor LLC has been organized under the laws of the State of Nebraska. The designated office of the Company is 1935 NORTH LINCOLN AVENUE, APT #304, YORK, NE 68467. The registered agent of the Company is Thla Ceu Or, 1935 NORTH LINCOLN AVENUE, APT #304, YORK, NE 68467. The general nature of the business will be to engage in the transaction of any or all lawful business, for which a limited liability company may be organized under the laws of the State of Nebraska. The Company commenced its existence on March 16 2023, and its duration shall be perpetual.
 Organizer Name: Thla Ceu Or
 April 20, 27, May 4 ZNEZ

ORGANIZATION OF LIMITED LIABILITY COMPANY
 Name of the limited liability company: The Photo Experience LLC
 Street and mailing address of the initial designated office: 1315 Kiplinger Ave, York, NE 68467

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Name of the initial agent for service of process: Nebraska Registered Agent LLC
 Street, mailing address and post office box (if any) of the initial agent for service of process: 200 S 21st ste 400A, Lincoln, NE 68510
 Michelle L. McClelland Organizer
 April 20, 27, May 4 ZNEZ

THE DISTRICT COURT OF YORK COUNTY, NEBRASKA

SCOTT YATES, Plaintiff, vs. CASE NO. CI 22-174 NORMA WIEMER, SANDRA BRODERSON, LAURA DAMME, WAYNE R. LONG II, HAROLD LONG, EARL LONG, NINA HENRY, SHIRLEY LONG, CHARLES LONG, JAMES LONG, TONY LONG, ROBERT LONG, DOUGLAS LONG, JERRY LONG, AND JEFFERY LONG; AS TENANTS IN COMMON; John Doe & Jane Doe; and all other person /entities having or claiming any right, interest, lien or title in: c. Real names unknown. Defendants.

NOTICE OF SHERIFF'S SALE
 Notice is hereby given that by virtue of an Order of Sale issued by the District Court of York County, Nebraska, case No. CI 22-174, filed and on record in said County, in an action whereby: Scott Yates is Plaintiff and Norma Wiemer, Sandra Broderon, Laura Damme, Wayne R. Long II, Harold Long, Earl Long, Nina Henry, Shirley Long, Charles Long, James Long, Tony Long, Robert Long, Douglas Long, Jerry Long, Douglas Long, John Doe and Jane Doe are the Defendants, which prays for the foreclosure of a Tax Sale Certificate Lien upon the following described real estate, to-wit:
 Lots One (1), Two (2), Three (3) and Four (4), Block Thirty-seven (37), Village of McCool Junction, York County, Nebraska.
 I will sell the same on the 15th day of May, 2023, at 10:30 a.m., at the lower level of the York County Courthouse, located at 510 N. Lincoln Ave., in the City of York, York County, Nebraska, offer for sale the real estate property of the Defendants, in and to the highest bidder at public auction. Said property and appurtenances to be sold to satisfy the amounts provided in the Foreclosure Decree rendered in and by said Court and Order of Sale. As stated on said Order for Sale, said property will be sold as upon execution to

PAUL M. VRBKA, York County Sheriff
 April 20, 27, May 4 ZNEZ

UPPER BIG BLUE NATURAL RESOURCES DISTRICT EXPENDITURE STATEMENT February, 2023
 Detailed information concerning this expenditure statement can be obtained from the office during normal business hours.
VENDOR AMOUNT
 Internal Revenue Service, 26,142.02; Nebraska Dept. Of Revenue, 4,107.45; Nationwide Financial 13,027.31, Nard, 47,784.58; Mid American Benefit, 2,328.66; Net Wages, PerDiem, Salary reimbursements, 85,715.58; Advanced Motorsports LLC, 1,782.32; Askey Farms Inc., 236.94; Aurora News Register, 516.00; Awards Unlimited Inc., 23.51; Banner Press, the, 108.99; Black Hills Energy, 1,355.30; Blankenau Wilmoth Jarecke LLP, 238.00; Broekemeier, Gloria, 78.60; Brown and Caldwell, 23,540.75; Butler Public Power District, 40.26; Capital Business Systems Inc., 916.00; City of

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satisfy the amounts due in the Decree together with interest, attorney's fees and costs, foreclosing liens for real estate taxes and/or special assessment upon said real estate, unpaid general real estate taxes together with interest, miscellaneous fees, costs and accruing costs in said action upon said real estate property.
 Terms of Sale: Said real estate property will be sold as a unit, purchaser to pay 25 percent (%) of the purchase price down on the day of sale. The down payment shall be payable in United States Currency issued by the treasurer of the United States of America or Cashier's Check issued by a National or State Chartered Bank or Savings and Loan Association. Balance of sale price to be paid upon confirmation of the sale by the Court. Balance shall be paid with United States Currency issued by the Treasurer of the United States of America or Cashier's Check drawn upon a National or State Chartered bank or Savings and Loan Association.
 Sale announcement given by me, or under my direction, on said day of sale shall take precedence of printed material. Sale to remain open for a maximum of one (1) hour as long as bidding is active.
 Given under my hand this 17th day of April, 2023.
 PAUL M. VRBKA, York County Sheriff
 April 20, 27, May 4 ZNEZ

York, 8,541.88; Clay County News, 300.00; Corn Lane Farms Inc., 1,260.00; Culligan of York, 130.00; Dey, Delbert, 873.04; Doniphan Herald, 150.00; Eakes Office Solutions, 189.93; Eberspacher, Richard R. 766.86. Electronic Contracting Co., 162.00; Ericksen, Merlin J. 426.07; Faith Evangelical Lutheran, 419.74; Fastenal, 42.36; Garland Farms, 456.07; Grand Central Foods, 115.75; Hach Company, 867.30; Heavy Metal Supply Co., 135.57; Helm Connected LLC, 2,078.84; Herb's Window Service, 160.00; Holiday Inn Kearney, 119.95; Houston, Chystal, 36.68; JF Ahern Co., 729.74; Jensen Lumber Co., 16.58; Jviden, Sylvia, 108.08; JM Askey LLC, 341.64; JOnes, Tamra, 60.26; Kidwell, 65.00; Klein's Blue River Power & rental, 145.00; Klein Trust, Wilhelm K, 1,243.94; KMS Inc., 419.74; Kopcho Sanitation, 146.25; Krska, Lyle B., 3,593.92; Lee Enterprises, 2,664.24; Lee, Esther M., 900.00; Lorraine L. Levitt Trust, 440.48; Midwest Auto Parts Ulnc., 130.87; Mierau & Co., 180.00; Mogul's Transmission Inc., 151.21; Nard, 1,277.69; Nebraska Rural Radio Association, 9825.00; Nick's Farm Store, 33.98; NPPD, 1,201.09; Overland Ready Mixed, 1,460.25; Seim Ag Technology, LLC., 6,968.69; Service PRes, 80.50; Seward Co Independent, 754.10; Southern Public Power Dist., 67.00; Sparrow Publications LLC, 350.00; The Leadership Center, 429.00; Thomsen, Gene, 1,212.20; Tomes, Andrew L., 419.74; Tri County Prescribed Bun Assn., 25.00; Us Postal Service, 290.00; Unite Private Networks LLC., 1,294.03; Verizon Wireless, 1,446.86; VVS Canteen, 56.37; Ward Laboratories, 116.90; Wells Fargo Bank, 8,073.90; Wex Bank, 1,978.63; Windstream Nebraska Inc., 225.18; Wish Nebraska Inc., 3,625.00; Yates, Janet, 73.36; York Ace Hardware, 53.95; ZNEZ

0099 LEGALS

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York News-Times

www.yorknewstimes.com

REGULAR MEETING
CITY COUNCIL – YORK, NEBRAKSA
April 20, 2023
5:30 PM

A meeting of the Mayor and City Council of the City of York, Nebraska, was convened in open and public session at 5:30 o'clock p.m. in the Council Chambers.

The Mayor announced that the Open Meetings Act was posted on the East Wall of the Council Chambers.

Mayor: Barry Redfern: Present. Councilmembers: Scott Van Esch: Present, Vicki Northrop: Present, Tony North: Present, Jennifer Sheppard: Present, Stephen Postier: Present, Jerry Wilkinson: Present, Matt Wagner: Present, Jeff Pieper: Present. The following City Officials were present: City Administrator Sue Crawford, Police Chief Ed Tjaden, Public Works Director James Paul, Asset Manager Dan Aude, Human Resource Director Denise Pfeifer and City Clerk Amanda Ring.

Notice of this meeting was given in advance thereof by publication in the York News Times on April 13, 2023, the City's designated method for giving notice, a copy of the proof of publication being attached to these minutes. Notice of this meeting was given to the Mayor and all members of the City Council and a copy of their acknowledgment and receipt of notice and the agenda is attached to these minutes. Availability of the agenda was communicated in advance notice to the Mayor and City Council for this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Minutes

Motion to approve the minutes of the April 6, 2023 meeting. Ayes with a motion by Scott Van Esch and a second by Vicki Northrop. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Claims of Elected Officials

Motion to approve the claim for Tony North of North Printing and Office Supply in the amount of \$4,718.14. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Abstain (With Conflict), Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Motion to approve the claim for Jeff Pieper of Pieper's Inc. in the amount of \$941.72. Ayes with a motion by Jerry Wilkinson and a second by Tony North. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Abstain (With Conflict).

Claims

Motion to approve the claims for April 7, 2023 through April 20, 2023. Ayes with a motion by Jerry Wilkinson and a second by Matt Wagner. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Department Reports for March 2023

Motion to approve the departmental activities reports for the month of March 2023. Ayes with a motion by Tony North and a second by Vicki Northrop. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Cash Balances for March 2023

Motion to approve the cash balances for the month of March 2023. Ayes with a motion by Jerry Wilkinson and a second by Jennifer Sheppard. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North:

Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

City Administrator Report

Dr. Sue Crawford announced that the City is entering the budget season. Budget presentations will start in May. She also spoke about the housing study that the Council will receive at this meeting. This is the first step in creating a workforce housing incentive plan.

Richard Montoya – traffic speed issues on Walnut Ave

Mr. Montoya was not present at the Council meeting. Chief of Police, Ed Tjaden, spoke to the Council regarding this stretch of road and ways to increase awareness to remind drivers this is a residential area.

Proclamation Small Business Week

Lisa Hurley of YCDC spoke to the Council on this matter. National Small Business Week is celebrated during the first week of May every year and takes place from April 30 through May 6 this year. The aim of this week is to honor the entrepreneurs who have played their part in bringing new ideas to life and growing our economy. Apart from recognizing the top entrepreneurs, the goal of this week is also to encourage other small business owners to learn from the marketing campaigns and operations of larger businesses, to scale up their own operations.

PROCLAMATION

SMALL BUSINESS WEEK

April 30-May 6, 2023

WHEREAS, the City of York recognizes and values the dedication and entrepreneurial spirit within our community; and

WHEREAS, small businesses are the backbone of York's economy; and

WHEREAS, small businesses keep our communities, the State of Nebraska, and America's economies growing strong; and

WHEREAS, more than half of Americans either own or work for a small business and strive to create an ideal community to live, work, and play; and

WHEREAS, the President of the United States has proclaimed National Small Business Week every year since 1963 to recognize the critical contributions of America's entrepreneurs and small business owners; and

WHEREAS, the U.S. Small Business Administration takes the opportunity during National Business Week to focus on the impact of outstanding entrepreneurs, small business owners, and others from all 50 states and territories; and

WHEREAS, The City of York supports and joins in this national effort to help America's small businesses grow, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today; and

NOW THEREFORE BE IT RESOLVED, the Mayor and City Council of the City of York, hereby recognizes April 30-May 6, 2023, as "National Small Business Week", in York and reminds individuals of the importance of this community celebration, which acknowledge and celebrate the achievements made by small businesses, both locally and nationally.

Motion to approve Proclamation declaring April 30 through May 6, 2023 as Small Business Week. Ayes with a motion by Stephen Postier and a second by Jennifer Sheppard. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Proclamation Economic Development Week

Lisa Hurley of YCDC spoke to the Council regarding this matter. Economic Development Week was created by the International Economic Development Council (IEDC) in 2016. To increase awareness of local programs that create jobs, advance career development opportunities, and improve communities' quality of life everywhere, we have continued the tradition. Over the last six years, 500+ campaigns

have been made throughout the United States and Canada. EDOs have created millions of impressions, hundreds of news stories, blog entries, videos, events, and other activities.

PROCLAMATION

ECONOMIC DEVELOPMENT WEEK

May 8 - May 12, 2023

Whereas, the International Economic Development Council is the largest professional economic development organization dedicated to serving economic developers, and

Whereas, the International Economic Development Council provides leadership and excellence in economic development for communities, members, and partners through conferences, training courses, advisory services and research, in-depth publications, public policy advocacy, and initiatives such as the Accredited Economic Development Organization program, the Certified Economic Developer designation, and the Entrepreneurship Development Professional, and

Whereas, York County Development Corporation is the lead economic development organization in York County.

Whereas, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base, and

Whereas, economic developers stimulate and incubate entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of the American economy, and

Whereas, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions, and

Whereas, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions, and

Whereas, economic developers work in the City of York within the State of Nebraska.

NOW THEREFORE BE IT RESOLVED, that the City of York recognizes the week of May 8 through May 12, 2023, as Economic Development Week, and remind individuals of the importance of this community celebration which supports expanding career opportunities and making lives better.

Motion to approve Proclamation declaring May 8 through May 12, 2023 as Economic Development Week. Ayes with a motion by Tony North and a second by Vicki Northrop. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Health/Dental Insurance Updates for 2023

Ben Royal, with Cornerstone Insurance, gave updates on the health insurance plan for the City employees. Members of the insurance committee shared information for the change of the dental plan for employees.

Motion to approve the recommendation of the Insurance Committee regarding health insurance benefits for City employees, plan year May 1, 2023 through April 30, 2024; updated to include polypharmacy benefits. Ayes with a motion by Matt Wagner and a second by Jeff Pieper. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Motion to approve the recommendation of the Insurance Committee to change the dental insurance carrier for employee benefits. Ayes with a motion by Jeff Pieper and a second by Matt Wagner. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Receipt of Current Housing Study

Lisa Hurley, of York County Development Corporation, summarized to the Council the housing study that was received by the City of York. The housing study was completed in May of 2021.

2023 Ford Pickup for Police Department

Motion to approve the quote for a state bid with Anderson Ford for a 2023 Ford F150 4x4 Supercrew pickup in the amount of \$44,249 for the police department. Ayes with a motion by Jerry Wilkinson and a second by Jeff Pieper. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Public hearing on Spruce Creek Subdivision

The Mayor announced this was the time and place for a public hearing regarding the Spruce Creek Subdivision Plat. Dan Aude shared what was changing with the plat presented. The owners are wanting to build but had to ensure the property was not land locked. The plat was recommended by the Planning Commission.

Motion to approve the preliminary and final plat: Spruce Creek Subdivision, a replat of Lots 15 and 16, Liedtke Subdivision, City of York, York County, Nebraska. Ayes with a motion by Matt Wagner and a second by Scott Van Esch. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Public hearing on special use permits filed by Werner Construction

The Mayor announced this was the time and place for a public hearing on three special use permits filed by Werner Construction. Terry Wilhelms, with Werner Construction, shared the sites anticipated for the mobile asphalt plant are centrally located for several jobs over the summer. The mobile asphalt plants will be there for five to six months.

Motion to approve the three special use permits filed by Werner Construction Inc. to operate a mobile asphalt and/or concrete plant for area road construction projects located in Parcel 930062604 and Parcel 930062515 in the Northeast Quarter (NE 1/4) of Section 25, Township 11 North, Range 3 West of the 6th PM, York County, Nebraska and also located in Parcel 930063058 in the Southeast Quarter (SE 1/4) of Section 24, Township 11 North, Range 3 West of the 6th PM, York County, Nebraska. Ayes with a motion by Jennifer Sheppard and a second by Scott Van Esch. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Public hearing for zoning change to districts C-2 and C-3

The Mayor announced this was the time and place for a public hearing regarding zoning changes for Districts C-2 and C-3. Dan Aude, informed the Council of the areas of town this would affect. It would not allow for single-family dwellings within these districts. These zoning updates were recommended by the Planning Commission.

Ordinance No. 2349 –

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AMEND ARTICLE XV OF THE ZONING ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AMEND SECTION 3 USE REGULATIONS TO DELETE (1) APARTMENTS AND ADD (26) MULTIPLE- FAMILY DWELLINGS; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2349. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of said Ordinance on its second and third reading. Ayes with a motion by Scott Van Esch and a second by Jennifer Sheppard. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Motion to approve Ordinance No. 2349 to amend section 3 use regulations to add (26) multiple-family dwellings, including apartment houses, apartment hotels, condominiums and town houses. Ayes with a

motion by Jeff Pieper and a second by Matt Wagner. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Ordinance No. 2350 -

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AMEND ARTICLE XVI OF THE ZONING ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AMEND SECTION 3 USE REGULATIONS TO DELETE (11) APARTMENTS AND ADD (17) MULTIPLE- FAMILY DWELLINGS; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

Motion to suspend the statutory rule requiring reading on three different days for Ordinance No. 2350. The motion was adopted by a three-fourths vote of the Council and the statutory rule suspended for consideration of said Ordinance on its second and third reading. Ayes with a motion by Jerry Wilkinson and a second by Jennifer Sheppard. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Motion to approve Ordinance No. 2350 which would amend Section 3 use regulations to add (17) multiple-family dwellings, including apartment houses, apartment hotels, condominiums and town houses. Ayes with a motion by Jeff Pieper and a second by Scott Van Esch. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Closed Session

Motion to enter into closed session at 6:31 p.m. to discuss potential land acquisition, location and purchase price. Ayes with a motion by Jerry Wilkinson and a second by Vicki Northrop. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Motion to come out of closed session at 6:41 p.m. where no action was taken. Ayes with a motion by Matt Wagner and a second by Jeff Pieper. Scott Van Esch: Yea, Vicki Northrop: Yea, Tony North: Yea, Jennifer Sheppard: Yea, Stephen Postier: Yea, Jerry Wilkinson: Yea, Matt Wagner: Yea, Jeff Pieper: Yea.

Adjournment

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 6:42 o'clock p.m.

Amanda Ring, City Clerk

Barry Redfern, Mayor

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-00001	CITY OF YORK - WATER DEPT	1	1,888.24	N			
01-00010	GALE	3	378.64	N			
01-00090	THE HOME DEPOT PRO	2	1,375.53	N			
01-00110	MATHESON TRI-GAS	2	155.63	N			
01-00120	JACKSON SERVICES INC	11	687.86	N			
01-00150	MISSIONSQUARE RETIREMENT	2	773.95	N			
01-00200	NEBRASKA MACHINERY CO	1	1,356.24	N			
01-00290	NORTH PRINTING & OFFICE S	14	2,189.58	N			
01-00300	BLACK HILLS ENERGY	13	7,817.10	N			
01-00340	BOUND TREE MEDICAL LLC	6	2,001.79	N			
01-00360	CITY OF YORK	3	31,628.67	N			
01-00540	GLOBAL TECH, INC.	6	3,273.21	N			
01-00640	NEBRASKA PUBLIC POWER DIS	2	5,022.18	N			
01-00710	OVERLAND SAND & GRAVEL	4	2,971.38	N			
01-00740	TK ELEVATOR CORP	1	224.52	N			
01-00800	BURST, LLC	27	1,126.46	N			
01-00960	GRAINGER	6	912.76	N			
01-01090	BAKER & TAYLOR, INC	2	526.04	N			
01-01290	GRAND CENTRAL FOODS, INC.	4	181.50	N			
01-01310	PIEPER PLBG/WELL DRILLING	1	875.00	N			
01-01330	JLC, INCORPORATED	4	7,899.19	N			
01-01390	AFLAC	4	528.20	N			
01-01420	NE CHILD SUPPORT PAYMENT	1	259.04	N			
01-01460	PERENNIAL POWER	1	13,979.47	N			
01-01470	SERVI-TECH LABORATORIES	2	196.00	N			
01-01490	NE DEPT OF REVENUE	2	8,855.25	N			
01-01510	HACH CO.	1	321.00	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-01640	INTERNAL REVENUE SERVICE	4	50,715.88	N			
01-01650	UNION BANK	5	30,613.12	N			
01-01670	FRATERNAL ORDER OF POLICE	2	780.00	N			
01-01690	UNITED FUND	2	40.00	N			
01-01750	NEBRASKA PUBLIC HEALTH EN	2	272.00	N			
01-01980	SAHLING KENWORTH INC	1	1,386.88	N			
01-02130	NE-IA IND. FASTENERS CORP	1	241.01	N			
01-02200	JACK'S UNIFORMS & EQUIP	1	148.89	N			
01-02250	MILLER SEED & SUPPLY CO	2	36.82	N			
01-02530	PEPSI COLA OF LINCOLN/ TO	2	935.90	N			
01-02590	ADOPT A PET	1	3,333.34	N			
01-02650	O'REILLY AUTO PARTS	5	87.72	N			
01-02730	SCHOOL DISTRICT OF YORK	1	36.00	N			
01-03240	YORK COUNTY DEVELOPMENT C	1	8,333.34	N			
01-03260	HOMETOWN LEASING	3	247.07	N			
01-03590	PENNER'S TIRE & AUTO	6	45,914.43	N			
01-03930	YORK CHAMBER OF COMMERCE	1	2,500.00	N			
01-04420	SOUTHEAST NE DEV DIST	1	2,792.50	N			
01-05090	SOUTHEAST LIBRARY SYSTEM	1	50.00	N			
01-05250	MURPHY TRACTOR	1	53.54	N			
01-05310	SAPP BROTHERS PETROLEUM,	1	2,268.09	N			
01-05690	GENERAL TRAFFIC CONTROLS,	1	3,440.00	N			
01-05870	WEX BANK	1	9,137.90	N			
01-06370	HEIMAN FIRE EQUIPMENT, IN	3	1,577.81	N			
01-06410	CASH-WA DISTRIBUTING	1	1,492.77	N			
01-06490	CROSSROADS AWARDS	1	18.06	Y			
01-06630	FASTENAL	3	251.29	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-07440	SPEC PRO INC	1	69,414.00	N			
01-07870	CUMMINS CENTRAL POWER, LL	5	2,710.16	N			
01-09090	WINDSTREAM	3	925.04	N			
01-09220	CENTRAL NEBRASKA REFRIGER	1	895.48	N			
01-09250	US ARMOR	1	294.46	N			
01-1	MISCELLANEOUS VENDOR	13	718.40	N			
01-10070	RAILROAD MANAGEMENT COMPA	1	344.67	N			
01-10710	YORK COUNTY SPORTS AUTHOR	1	1,000.00	N			
01-10840	TOTAL ADMINISTRATIVE SERV	3	3,749.14	N			
01-10880	RASMUSSEN MECHANICAL SERV	1	2,442.00	N			
01-11010	VERIZON	1	1,066.98	N			
01-11020	CENTRAL COMM COLLEGE	1	892.00	N			
01-11150	MCMASTER-CARR	3	192.96	N			
01-14410	LINCOLN WINWATER WORKS	4	4,818.76	N			
01-14820	CHRIS MULINIX	1	75.00	Y			
01-14850	CHEREE FOLTS	2	71.00	N			
01-14880	ALFRED BENESCH & CO	3	34,087.00	N			
01-15900	ARAMARK UNIFORM SERVICE	2	362.48	N			
01-15930	STERICYCLE INC	1	438.28	N			
01-15980	HDR ENGINEERING INC	3	6,620.29	N			
01-16710	ONE CALL CONCEPTS INC	1	381.02	N			
01-17020	CONSOLIDATED MANAGEMENT C	3	64.24	N			
01-17390	BEN QUICK	2	100.06	Y			
01-17590	TLS CONSTRUCTION LLC	1	14,519.80	N			
01-17810	DEBORA ROBERTSON	2	155.89	N			
01-17960	WILLIAM LUNDY	1	75.00	Y			
01-18120	TERRI CARLSON	1	750.00	N			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-18350	METERING & TECHNOLOGY SOL	1	2,227.98	N			
01-19240	COMPASS MINERALS	1	5,017.93	N			
01-19590	COLONIAL LIFE	4	766.76	N			
01-19940	OVERDRIVE INC	2	1,019.53	N			
01-20850	DEARBORN LIFE INSURANCE C	1	3,706.32	N			
01-21320	CULLIGAN	1	15.00	N			
01-21570	CHESTERMAN CO	1	266.84	N			
01-21770	JANSSEN FORD	1	74.00	N			
01-22050	HEAVY METAL SUPPLY CO	1	40.38	N			
01-22700	SPECTRUM BUSINESS	1	1,058.92	N			
01-23060	ELECTRIC PUMP INC	2	2,635.75	N			
01-23260	KERRY'S RESTAURANT & CATE	1	780.00	N			
01-24120	FIRESPRING	1	160.00	N			
01-24570	NE DEPT OF TRANSPORTATION	1	269,760.00	N			
01-25080	DEARBORN NATIONAL-VOL FIR	1	174.80	N			
01-25100	NEBRASKA RURAL RADIO ASSO	1	880.00	Y			
01-25650	CARDMEMBER SERVICE	1	6,694.59	N			
01-25730	MUNSTER TINT & VINYL LLC	1	300.00	N			
01-26010	SOARIN GROUP	2	1,564.76	N			
01-26480	CONNER PSYCHOLOGICAL SERV	1	425.00	N			
01-26700	PRIDE HOME MAINTENANCE SE	1	3,600.00	N			
01-26770	MATT'S WELDING	1	250.00	Y			
01-27210	MIDWEST AUTO PARTS INC.	11	1,293.38	N			
01-27310	NICK'S FARM STORE	1	131.37	N			
01-27380	TELEFLEX	2	1,240.00	Y			
01-27490	SUE CRAWFORD	1	416.10	N			
01-27690	CRYSTAL COX	2	90.00	Y			

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-27730	BEN FRANCISCO	1	150.00	Y			
01-28090	LIGHTHOUSE UNIFORMS	1	4,647.64	N			
01-28230	STANDARD INS CO	1	3,530.80	N			
01-28540	AMAZON BUSINESS	3	54.09	N			
01-28760	DEE DEE NOVOTNY	1	180.70	N			
01-29140	CIVIC PLUS	1	950.00	N			
01-29270	ALLO	1	57.30	N			
01-29370	BLUE VALLEY DOOR CO INC	1	20,669.15	N			
01-29610	BENEFIT PLANS ADMINISTRAT	1	750.00	N			
01-29630	COREY PARSONS	1	75.00	Y			
01-29910	MAMMOTH SPORTS CONSTRUCTI	1	2,850.00	N			
01-29970	AUTO ZONE	2	76.95	N			
01-29980	BOMGAARS	1	27.96	N			
01-30010	DIAMOND ENGINEERING	1	175,600.00	N			
01-30150	CARRIE REMMERS	6	1,059.45	N			
01-30220	NEBRASKA SIGN	1	5,837.71	N			
01-30230	STARLITE SUPPLIES INC	1	2,175.10	N			
01-30240	BEEN PAINTING	1	7,475.00	N			
01-30250	POSITIVE CONCEPTS	1	230.00	N			
01-30260	AIMPOINT INC	1	420.98	N			
01-30270	JAKE BROOKE	1	17,191.58	N			
01-30280	EUCCHARISTEO LLC	1	1,654.07	N			
01-30290	CYCLONE PROPERTIES LLC	1	48,585.00	N			

***	REPORT TOTALS	***	318	1,010,110.79			
			Payroll	172,120.08			
			Totals	1,182,230.87			

SELECTION CRITERIA

VENDOR SET: 01 CITY OF YORK
VENDOR: ALL
BANK: ALL
VENDOR CLASS(ES): ALL CLASSES

TRANSACTION SELECTION

REPORTING: PAID ITEMS

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 4/21/2023 THRU 5/04/2023	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

PRINT OPTIONS

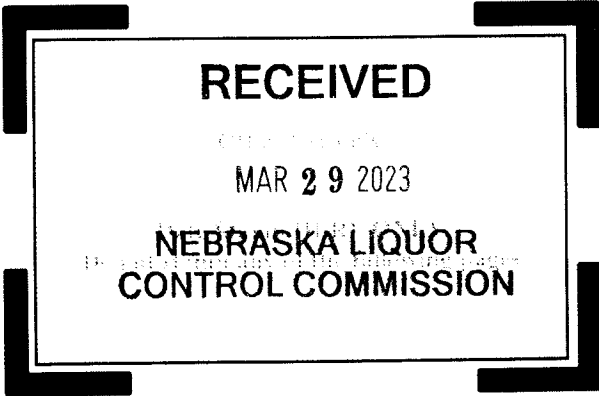
REPORT SEQUENCE: VENDOR #
G/L EXPENSE DISTRIBUTION: NO
CHECK RANGE: 000000 THRU 999999

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: C

License Number:
125607



Office Use Only

NEW (REPLACING) 102737 TOP (Yes) No
Hot List Yes (No) Initial: Hy

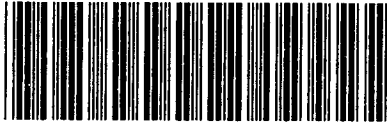
PLEASE READ CAREFULLY

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

APPLICANT NAME FRESH FOODS YORK INC
TRADE (DBA) NAME GRAND CENTRAL FOODS
PREVIOUS TRADE (DBA) NAME GRAND CENTRAL FOODS
CONTACT NAME AND PHONE NUMBER BEN DISHMAN 308-641-4188
CONTACT EMAIL ADDRESS beandishman@hotmail.com

~~No Payment~~

Office use only	
PAYMENT TYPE <u>PayPost</u>	<u>Hy</u>
AMOUNT <u>\$400</u> RCPT	
RECEIVED: <u>3-31-23</u>	
DATE DEPOSITED	


 2300003217

DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business: include Form 125—Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

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

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

- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY**
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES _____ NO _____
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
 - F BOTTLE CLUB,
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES _____ NO _____
 - J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
 - AB BEER, ON AND OFF SALE
 - AD BEER ON SALE ONLY. BEER, WINE, DISTILLED SPIRITS OFF SALE
 - IB BEER, WINE, DISTILLED SPIRITS ON SALE. BEER OFF SALE ONLY
 - Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
 - Class G Growler endorsement (Submit Form 165) – Class C licenses only
- **Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES _____ NO

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

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

Name _____ Phone Number _____
Firm Name _____
Email address _____
Should we contact you with any questions on the application? YES _____ NO _____

Trade Name (doing business as) GRAND CENTRAL FOODS
Street Address 311 N LINCOLN AVE
City YORK County YORK Zip Code 68467-0000
Premises Telephone number 402-362-5526
Business e-mail address hendishman@hotmail.com
Is this location inside the city/village corporate limits YES NO

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

Check if same as premises

Name BEN DISTMAN
Street Address 1595 BEVERLY BLVD
City GERMANTOWN State NE Zip Code 69391-1944

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

Building length 150 x width 120 in feet

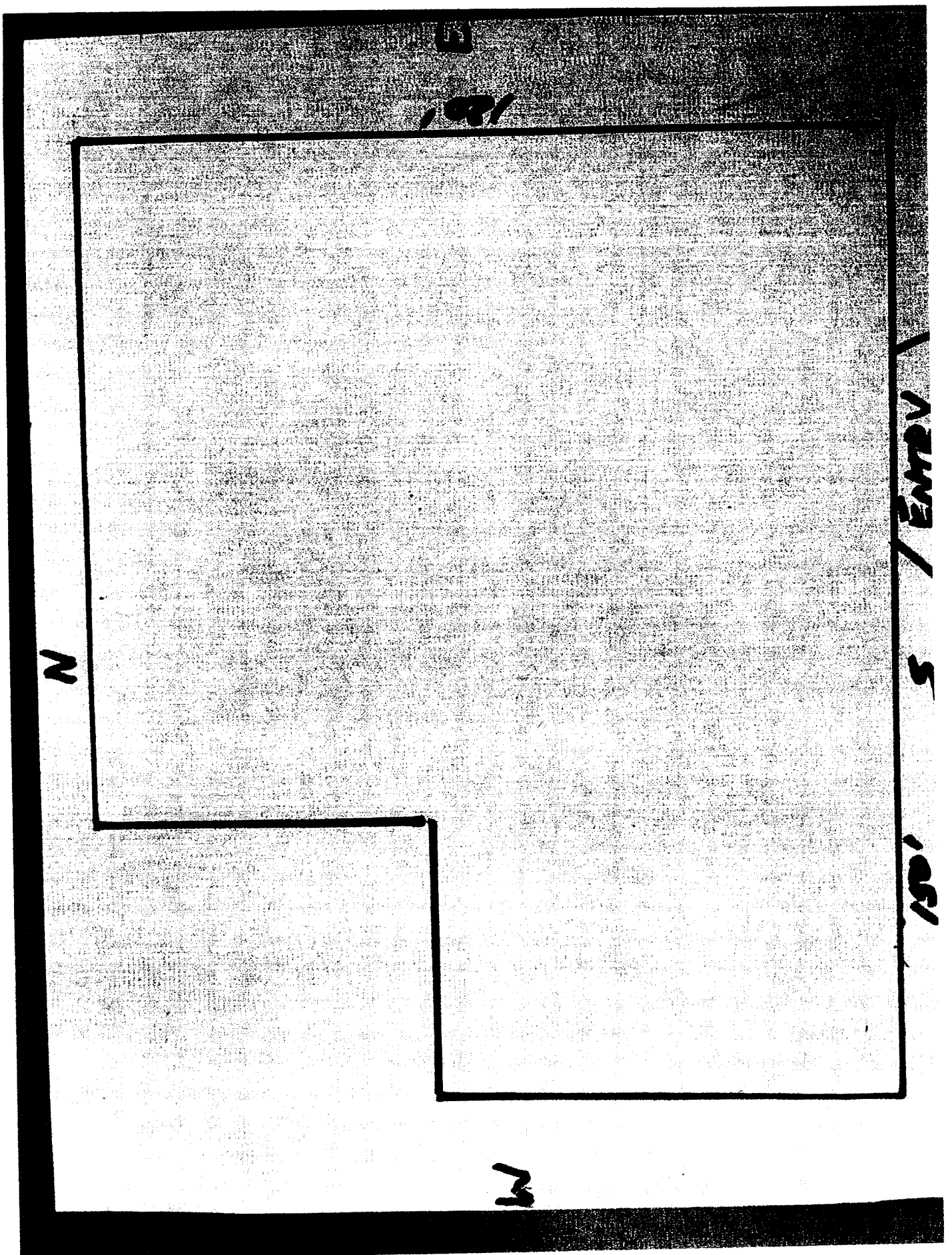
Is there a basement? Yes No If yes, length _____ x width _____ in feet

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

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

Number of floors of the building 1

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



APPLICANT INFORMATION

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

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

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

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

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

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

 X YES NO

If yes, provide business name and license number GRAND CENTRAL FOODS 102737

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

 X YES NO

If yes, give name of business and liquor license number GRAND CENTRAL FOODS 102737

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

 X YES NO

If yes

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

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

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

YES NO

If yes, list the lender(s) RIVERSTONE BANKS

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES NO

If yes, explain. (all involved persons must be disclosed on application)

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

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

YES NO

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

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

YES NO

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

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

YES NO

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

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

CORNERSTONE BANK YORK, NE BEN DISHAMTA, KERRI DISHAMTA, CHRIS RIEGER, ^{JUSTIN} HOLDER

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.

FRESH FOODS/NE GERING NE 096972
FRESH FOODS/NE BRUSH CO 2019-3
FRESH FOODS FORT COLLINS CO 04-01667
FRESH FOODS STERLING/NE STERLING CO 04-00985

HORIZON INVENTORY SPECIALISTS
 99 SUMMER HAVEN LAKE
 KEARNEY NE, 68847 308-455-1023

GRAND CENTRAL
 HIGHWAY 81
 YORK, NE 68467
 402-362-5526

STORE NUMBER: 1
 MGR: WARREN THOMAS
 SUPERVISOR: JEFF
 NO. AUDITORS 5
 TIME STARTED: 8:00 A.M.
 TIME FINISHED: 12:30 P.M.

DEPARTMENT REPORT

DEPT	DESCRIPTION	1/7/2023 CURRENT	7/9/2022 PREVIOUS
501	GROCERY	346,086.67	306,399.02
502	HBA	24,851.81	23,263.63
503	FROZEN	51,192.84	43,541.61
504	DAIRY	29,871.47	25,091.55
505	MEAT	34,097.89	39,894.86
506	CIGARETTES / TOBACCO	24,627.54	23,324.20
507	BEER/LIQUOR/WINE	168,361.72	160,019.57
508	BAKERY	3,856.42	4,185.35
509	DELI	<u>3,692.06</u>	<u>3,095.53</u>
	TOTAL INVENTORY	686,638.42	628,815.32
	DNI VORTMANS COOKIES		
	DNI FLOWERS		
	COUNT RUG DR		
	COUNT BULK COFFEE		
	USE REGULAR PRICE		

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

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

NLCC certified training program completed

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

Experience

Applicant Name Job Title	Date of Employment	Name & Location of Business
BEN DISTHMAN	3/2012	FRESH FEELS GERING, NE 69341 1270 10 TH ST
KERRI DISTHMAN	3/2012	FRESH FEELS GERING, NE 69341 1270 10 TH ST

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

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

Lease expiration date 12/31/29
 Deed
 Purchase Agreement

14. When do you intend to open for business? 4/26/23

15. What will be the main nature of business? GROCERY STORE

16. What are the anticipated hours of operation? SUNDAY - SATURDAY 6AM - 9PM

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
GERING, NE	2012	PRESENT	GERING, NE	2012	PRESENT

If necessary, attach a separate sheet

SIGNATURE PAGE – PLEASE READ CAREFULLY

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

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

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

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



Signature of **APPLICANT**

BEN DISHMAN

Printed Name of **APPLICANT**



Signature of **SPOUSE**

KERRI DISHMAN

Printed Name of **SPOUSE**

Signature of **APPLICANT**

Printed Name of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

Nebraska Secretary of State

FRESH FOODS YORK, INC.

Wed Apr 5 07:50:54 2023

SOS Account Number

2303101660

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

RANDY FAIR

914 EAST A STREET

P.O. BOX 60

OGALLALA, NE 69153-0060

Nature of Business

Not Available

Entity Type

Domestic Corp

Qualifying State: NE

Date Filed

Mar 03 2023

Next Report Due Date

Jan 01 2024

Filed Documents

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

Document	Date Filed	Price	
Articles of Incorporation	Mar 03 2023	\$2.70 = 6 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

\$6.50

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

Purchase Now

Certificate of Good Standing - USPS Mail Delivery

\$10.00

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

[Continue to Order](#)

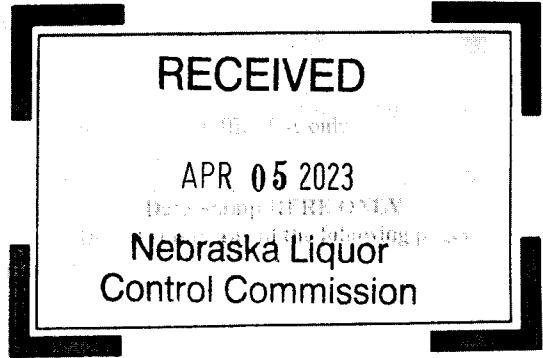
[↑ Back to Top](#)

**CORPORATION
FORM 101**

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

License
Class: _____

License Number: _____



INSTRUCTIONS

1. All officers, directors and stockholders and their spouses must be listed
2. President/CEO and all members holding over 25 % shares of stock and their spouse must sign the signature page of the application
3. Form 147 is required for President/CEO and all members holding over 25% shares of stock and their spouses must submit fingerprints.
4. Attach copy of Articles of Organization

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

Name of Registered Agent: FRESH FARMS YORK INC
Corporation Address: 311 N LINCOLN AVE
City: YORK State: NE Zip Code: 68467-0000
Corporation Phone Number: 402-362-5526 Fax Number: _____
Total Number of Corporation Shares Issued: 10000

Name of President/CEO

Name and information must be listed on following page

Last Name: DISHMAN First Name: BEN MI: W
Home Address: 1595 BEVERLY BLVD City: GERING
State: NE Zip Code: 69341-1944 Phone Number: 308-691-4188


Signature of Present/CEO

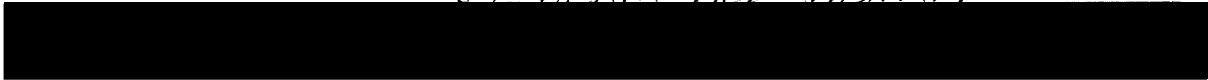
List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: DISHMAN First Name: BEN MI: W



Title: PRESIDENT Number of Shares 5000

Spouse Full Name (indicate N/A if single): KERRI AEE DISHMAN

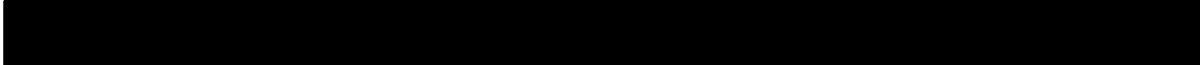


Last Name: DISHMAN First Name: KERRI MI: D



Title: VICE PRESIDENT Number of Shares 5000

Spouse Full Name (indicate N/A if single): BEN WESLY DISHMAN



Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying corporation owned 100% by another corporation/company??

YES

NO

If yes, provide Form 185

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

Starting Date: 1/1 Ending Date: 12/31

Is this a Non-Profit Corporation?

YES

NO

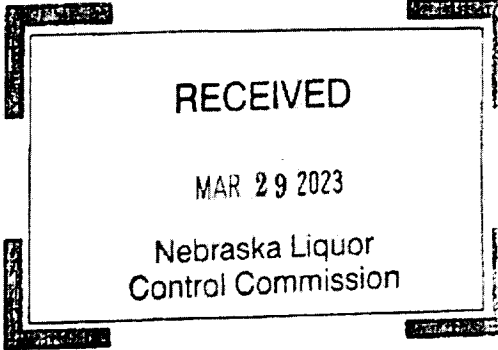
If yes, provide the Federal ID # _____

**MANAGER APPLICATION
FORM 103**

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

License
Class: _____

License Number: _____



MANAGER MUST:

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

Spouse who **will not** participate in the business

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

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: FRESH FOODS YORK INC

PREMISES INFORMATION

Premises Trade Name/DBA: GRAND CENTRAL FOODS

Premises Street Address: 311 N LINCOLN AVE

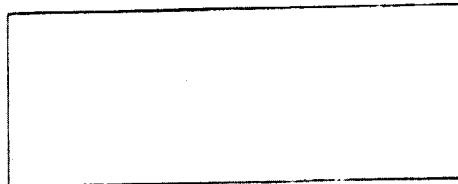
City: YORK County: YORK Zip Code: 68467

Premises Phone Number: 402-362-5526

Premises Email address: grandcentralyork@gmail.com

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

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



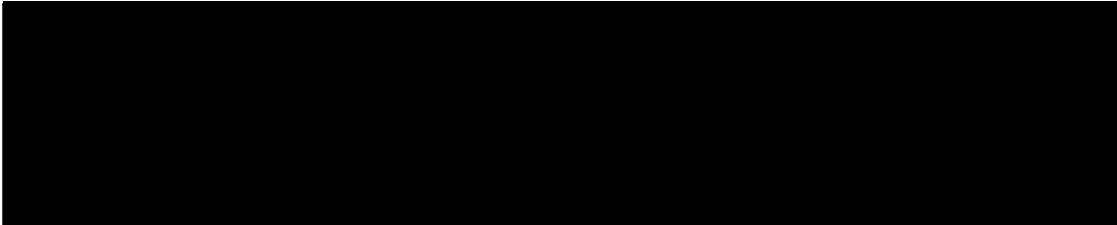
MANAGER INFORMATION

Last Name: RIEGER First Name: CHRIS MI: A.

Home Address: 975 D. ST. P.O. Box 476

City: UTICA County: SEWARD Zip Code: 68456-0476

Home Phone Number: 402-641-7440 CELL



Email address: crieger58@gmail.com

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

YES NO

Spouse's information

Spouses Last Name: RIEGER First Name: TAMMIE MI: J.



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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>UTICA, NEBRASKA</u>	<u>1981</u>	<u>2023</u>	<u>UTICA, NEBRASKA</u>	<u>1981</u>	<u>2023</u>

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2012	2023	GRAND CENTRAL FOODS	WARREN THOMAS	402-362-5526
2010	2012	KAPSTONE		

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

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

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

YES NO

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

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

YES NO

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

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

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
CHRIS RIEGER / Mgr	3/12/12 - CURRENT	GRAND CENTRAL FOODS 311 N LINCOLN AVE YORK, NE 68467

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

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

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

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

Must be signed by applicant and spouse.

Chris A Rieger
Signature of APPLICANT

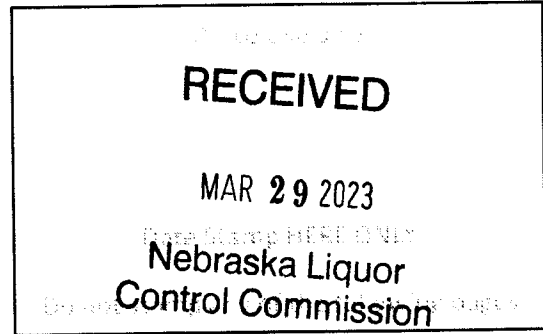
CHRIS A. RIEGER
Printed Name of APPLICANT

Tammie J. Rieger
Signature of SPOUSE

Tammie J. Rieger
Printed Name of SPOUSE

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

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



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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nspp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****

The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

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

Trade Name GRAND CENTRAL FOODS

Name of Person Being Fingerprinted: BEN DISHWAN

Date fingerprints were taken: 3-23-23

Location where fingerprints were taken: SCOTTS BLUFF NE

How was payment made to NSP?

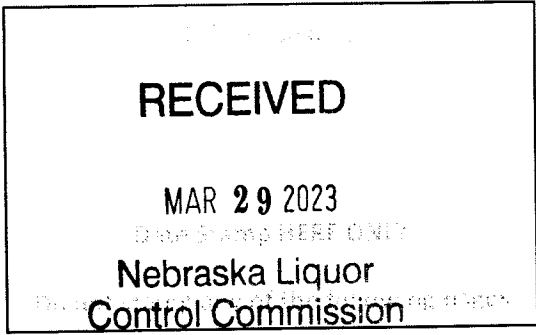
NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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


SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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

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



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- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****

The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants:
Fingerprint cards should be submitted with the application.

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

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

Trade Name GRAND CENTRAL FOODS

Name of Person Being Fingerprinted: KERRI DISHMANN

Date fingerprints were taken: 3/23/23

Location where fingerprints were taken: SCOTTS BLUFF NE

How was payment made to NSP?

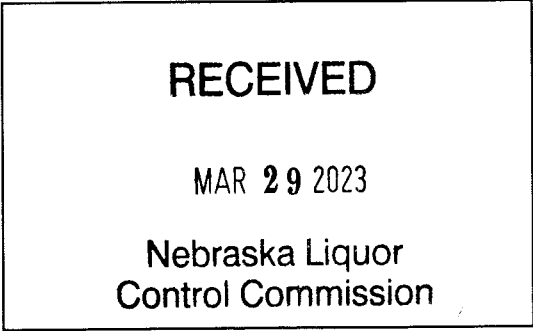
NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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

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



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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
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Fingerprint cards should be submitted with the application.

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

Trade Name FRESH FOODS YORK INC
Name of Person Being Fingerprinted: CHRIS RIEGER

Date fingerprints were taken: 3/23/23
Location where fingerprints were taken: YORK, NE

How was payment made to NSP?
 NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

Chris A Rieger
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



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

Chris A Rieger

Political Party
Republican

Precinct
E Precinct - Utica

Election Details

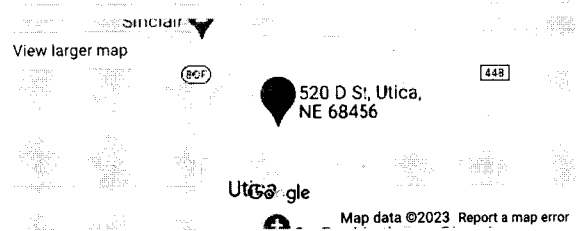
11/08/2022 2022 General Election

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

Polling Location

Utica Senior Center

520 D Street Utica, NE 68456



Ballot Styles

E 01

Districts

Show

**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.lee.nebraska.gov

Office Use
RECEIVED
APR 06 2023
Nebraska Liquor
Control Commission

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation 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, represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

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

Tammie J. Rieger
Signature of **NON-PARTICIPATING SPOUSE**

Tammie J. Rieger
Print Name

Chris A Rieger
Signature of **APPLICANT**

CHRIS A. RIEGER
Print Name

State of Nebraska, County of Seward

State of Nebraska, County of York

The foregoing instrument was acknowledged before me
this 31st day of March 2023 (date)

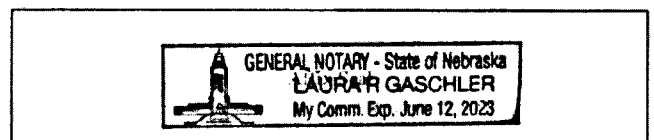
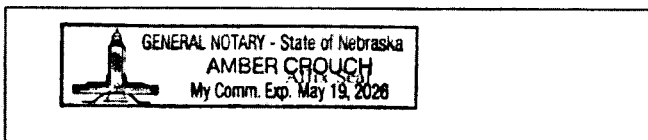
The foregoing instrument was acknowledged before me
this 5th day of April 2023 (date)

by Tammie J. Rieger
Name of person acknowledged
(Individual signing document)

by Chris A Rieger
Name of person acknowledged
(Individual signing document)

Amber Crouch
Notary Public Signature

Laura R. Maschler
Notary Public Signature



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.

ASSET PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement"), dated as of the 7 day of MARCH, 2023 (the "**Effective Date**"), is by and between **Grand Central Foods, Inc.**, a Nebraska Corporation ("**Seller**") and Fresh Foods York, Inc., a Nebraska Corporation ("**Buyer**").

RECITALS:

The following Recitals are a material part of this Agreement and are being relied upon by Buyer and Seller in connection with the transaction contemplated hereby:

- A. Seller operates the retail grocery store located at 311 N Lincoln Ave, York, Nebraska 68467, (the "**Store**").
- B. Seller owns the leasehold tenant estate for Store under the lease, including amendments thereto, described on **Exhibit "A"** attached hereto (the "**Lease**"), which pertains to the leased premises as described in the Lease (the "**Leased Premises**").
- C. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, Seller's interest in the Store and certain other assets used in connection therewith, all as more fully described in Article 2 of this Agreement (collectively, the "**Assets**").
- D. Until the Store is sold, Seller intends to continue to own and/or operate the Store as a retail grocery store in the ordinary course of business.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 **Defined Terms.** As used herein, the terms below shall have the following meaning and the capitalized terms in the Recitals and introductory paragraph shall have the same meaning as defined therein:

"**Adverse Environmental Conditions**" shall mean the presence of Hazardous Materials (as defined below) or conditions existing in, on, under or in the vicinity of the Store with respect to the air, soil, surface waters, ground waters or stream sediments, which is reasonably likely to (i) pose a threat to human health or to the environment and/or is reasonably likely to require remedial action under applicable Environmental Laws or (ii) constitute a violation of any Environmental Laws (as defined below).

"**Affiliates**" shall mean all individuals and entities which are in any way related to Seller or Buyer, as applicable, through common ownership, control or otherwise.

"**Assumed Contracts**" shall mean any Third Party Agreements that are assignable to Buyer and that Buyer elects to assume by written notice to Seller before the expiration of the Review Period.

"**Base Purchase Price**" shall have the meaning given to it in Section 3.1.

"**Claims**" shall mean current or contingent payments, claims, liens, indebtedness or liabilities of Seller.

"**Closing**" shall mean the process and activities described in Article 12 hereof.

"**Closing Allocation**" shall have the meaning given to it in Section 3.4.

"Closing Date" shall mean the date for Closing designated by Buyer in writing, and reasonably acceptable to Seller, that is no later than APRIL 27, 2023 or such other date as provided for herein or as Buyer and Seller shall mutually agree in writing.

"COBRA" shall have the meaning given to it in Section 6.20.

"Damages" shall have the meaning given to it in Section 14.3.

"Environmental Laws" shall mean any federal, state or local laws, statutes, ordinances, regulations or policies relating to the environment, health and safety, any Hazardous Materials (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof) or to industrial hygiene or the environmental conditions applicable to the Assets, including, without limitation, soil, subsurface and ground water conditions.

"Equipment" shall mean, with the exception of the Excluded Equipment, all leased or owned trade furniture, fixtures, equipment, machinery, control devices, totes, Small Wares and outdoor signage, sign faces, complete with all additions, accessories and attachments thereto owned or to be owned by Seller on or before the Closing Date and/or located at the Store or elsewhere and, in either case, utilized in connection with Seller's business at the Store. The Equipment shall consist of all of the foregoing which are either currently owned or leased. In addition to the foregoing, the term "Equipment" shall also include any items which are located off-site from the Store but are necessary to operate the Store or any other Equipment located therein. The foregoing shall include, but not be limited to, any central control devices relating to the Store, regardless of where such devices are located.

"Estoppel Certificate" shall have the meaning given to it in Section 8.6.

"Excluded Assets" shall mean the following items which are not to be acquired by Buyer hereunder:

- (a) all items of Unsalable Inventory (as described on **Exhibit "C"**);
- (b) all claims, choses in action and rights to action of Seller against third parties with respect to events occurring prior to or after the Closing, other than any claims, choses in action and rights to action with respect to warranties applicable to any of the Assets or with respect to any damage to or diminution in value of any of the Assets;
- (c) cash in the Store, cash equivalents such as coupons, food stamps, certificates, postage stamps and other instruments representing a right to receive cash from a third party, accounts, lock boxes and other similar accounts that contain cash or cash equivalents of the Store;
- (d) Seller's accounts receivable and rebates and refunds arising from the operation of the Store prior to the Closing Date; and
- (e) Excluded Equipment.

"Excluded Equipment" shall mean those items listed on **Exhibit "B"** attached hereto.

"Exhibits" shall mean the following which shall be attached hereto and incorporated herein:

- Exhibit "A"** - Lease
- Exhibit "B"** - Excluded Equipment
- Exhibit "C"** - Unsalable Inventory

- Exhibit "D"** - Form of Inventory Certificate
- Exhibit "E"** - Third Party Agreements
- Exhibit "F"** - Form of Estoppel Certificate

Except as otherwise provided herein, all of the foregoing Exhibits shall be completed as soon as possible prior to the Closing Date.

"Files and Records" will mean, to the extent in Seller's possession (or otherwise within or under its control) and currently existing, (a) all real estate files, documents, instruments, papers, books and records of Seller relating to the Store, the Lease and the Leased Premises and (b) electronic files for the Store showing for each item of Inventory the item description, and UPC code and such other information as Buyer may reasonably request relating to such item of Inventory. Files and Records shall not include any materials that are protected by privilege, the work-product doctrine, or any other relevant immunity or protection. To the extent any confidential, privileged or personally identifiable customer information is inadvertently included within such Files and Records, such are to remain private and confidential.

"Hazardous Materials" shall mean and include any hazardous or toxic substance, material or waste which is regulated by local authorities, state and/or federal government, including, but not limited to, any hazardous material, substance or waste which is defined as (a) a "Hazardous Material" or an "Extremely Hazardous Material" under any applicable federal or state laws; (b) a hazardous substance under Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317); (c) a hazardous waste under Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et. seq.); (d) a hazardous waste substance under 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et. seq.); or (e) a hazardous or toxic waste, substance or material in any statute, regulation, rule or law enacted by an applicable state and/or federal government. To the extent not otherwise included, phenolic foam shall be considered a Hazardous Material.

"Inventory" shall mean all good and salable items of merchandise and Supplies located at the Store owned by Seller on the Inventory Count Date and held for resale to retail customers, but excluding Unsalable Inventory.

"Inventory Certificate" shall mean the certificate executed by Buyer and Seller prior to the Closing as contemplated by Section 4.2 in the form attached hereto as **Exhibit "D"**.

"Inventory Count Date" shall mean the day immediately preceding the Closing Date.

"Inventory Purchase Price" shall have the meaning given to it in Section 3.1.

"Inventory Service" shall have the meaning given to it in Section 4.1.

"Inventory Valuation" shall mean the procedure for counting the Inventory and establishing its purchase price as set forth in Sections 4.1 and 4.2.

"Permits" will mean all third party and governmental consents, permits and licenses, including, without limitation, liquor, beer and similar licenses, required with respect to the consummation of any part of this Agreement and/or the use, ownership, operation (including the sale at retail of liquor, beer and other items where a permit or license is required) or maintenance of the Store or other Assets.

"Property Reports" shall mean collectively any title commitment, surveys, environmental audit or assessment of the Store, and/or the Leased Premises as well as any and all reports obtained by or prepared by Buyer in connection with its review of the Assets.

"Purchase Price" shall mean collectively the Base Purchase Price and the Inventory Purchase Price.

"Representative" shall mean, respectively, any officer, director, principal, attorney, agent, consultant, affiliate, stockholder, employee or other representative of Seller or Buyer.

"Review Period" shall have the meaning given to it in Section 5.5.

"Seller" shall mean have the meaning given to it in the Preamble.

"Small Wares" shall mean all small wares used in connection with the operation of the Store, such as knives, sharpeners, scales, pots and pans.

"Store Employees" shall have the meaning given to it in Section 8.8.

"Sublease" shall mean any sublease of any portion of the Leased Premises and shall be listed on **Exhibit "A"** attached hereto. In the event there are no Subleases listed on **Exhibit "A"**, then each reference to Sublease in this Agreement and any conveyance instrument with regard to any Sublease shall be disregarded.

"Supplies" shall mean all supplies used in connection with the operation and maintenance of the Equipment and the operation of the Store, such as packaging materials, meat film, trays, bags and containers, except light bulbs which are not held for resale but for replacement of bulbs in the Store and Equipment are included as Supplies.

"Third Party Agreements" shall mean the agreements set forth on **Exhibit "E"** as required pursuant to Section 6.19.

"Unsalable Inventory" shall mean those items of inventory which are described on **Exhibit "C"**.

"Violations" shall mean all material violations or notices of material violations of law or governmental ordinances, orders or requirements which exist or are noted in or issued by any housing and building, fire, labor, health, air resources, environmental, highways or any other Federal, state, county or municipal department, agency, authority or bureau having jurisdiction as to conditions affecting any of the Assets.

"WARN" shall have the meaning given to it in Section 11.6.

"Warranties and Guaranties" shall mean all assignable third party warranties, guaranties or similar rights owned by Seller or inuring to Seller's benefit in connection with the Assets which are in Seller's possession.

ARTICLE 2 - PURCHASE AND SALE OF ASSETS

2.1 **Assets to be Purchased**. On the terms and subject to the conditions set forth in this Agreement, Seller agrees to sell, assign, transfer and convey to Buyer, and Buyer agrees to purchase and assume from Seller, the Assets, which, excluding the Excluded Assets, are comprised of the following:

- (a) Seller's interest in the Store and any goodwill associated therewith;
- (b) Seller's interest in the Lease and Leased Premises, subject to any agreed modifications between the applicable landlord and Buyer, if any;
- (c) Seller's interest in the Store buildings now existing on the Leased Premises, and all fixtures and all equipment located in the buildings, including, but not limited to Seller's interest in (i) all heating and air conditioning systems, facilities used to provide any utility services, or other similar services to the buildings, elevators, docks, lifts, doors, storefronts, ceilings, walls, partitions, lighting

fixtures, flooring and leasehold improvements; The office copy machine is leased from Eakes Office Supply.

- (d) The Equipment;
 - (e) The Inventory;
 - (f) Seller's interest in the Subleases (if any);
 - (g) Any assignable Permits;
 - (h) Any assignable Warranties and Guaranties;
 - (i) Assumed Contracts;
 - (j) Files and Records;
 - (k) Any prepaid expenses, subject, however, to proration as provided in Section 12.4;
- and
- (l) All telephone and fax numbers utilized in the operation of the Store.
 - (m) [ADD INTELLECTUAL PROPERTY TO THE EXTENT INCLUDED IN ASSETS TO BE PURCHASED]

2.2 **Use of Permits.** Buyer shall be authorized to use Seller's Permits with respect to the Store for a reasonable period of time pending Buyer's obtaining Permits in its own name. Such use of Seller's Permits shall terminate as to a particular Permit upon the earlier to occur of: (a) a date which is seven (7) days after Closing unless Buyer has submitted its own Permit application to the applicable regulatory body before Closing; (b) a date which is seven (7) days after Buyer is notified that its Permit application has been denied by the applicable regulatory body unless such denial allows resubmission and such resubmission has occurred within such seven (7) day period; and (c) issuance of the like Permit in the name of Buyer. In the event Buyer uses Seller's Permits under this Section 2.2 and if proceeds from Buyer's operation of the Store under those Permits are delivered to Seller by a third-party, then (i) Seller will hold such proceeds in trust for the benefit of Buyer; and (ii) Seller will promptly remit such proceeds to Buyer by wire transfer, but in no event later than three (3) business days. To the extent required, Seller shall provide Buyer with an appropriate power of attorney to allow Buyer the right to use Seller's applicable Permits as provided for herein.

ARTICLE 3 - PURCHASE PRICE

3.1 **Purchase Price.** The purchase price for the Assets (collectively, the "**Purchase Price**") shall (subject to any adjustment hereinafter provided) be comprised of the following components:

- (a) The Purchase Price for the Assets other than Inventory shall be the sum of Two Million Eight Hundred Thousand Dollars (\$2,800,000.00) (the "**Base Purchase Price**").
- (b) The purchase price to be paid by Buyer to Seller for the Inventory shall be the amount pursuant to the valuation set forth in Section 4.2 and as determined by the Inventory Valuation and further described on the Inventory Certificate (the "**Inventory Purchase Price**").

3.2 **Payment of Purchase Price.** The Purchase Price shall, subject to adjustments, be paid by a wire transfer of immediately available funds to a bank account designated by Seller as follows:

- (a) On the Closing Date, the Base Purchase Price.

(b) Within forty-eight (48) hours following the completion of the Inventory Valuation and the execution of the Inventory Certificate by both Seller and Buyer, the Inventory Purchase Price representing the portion paid for Inventory.

3.3 **Sales Tax.** Sales taxes, if any, resulting from the transfer of the Assets, or any particular category thereof, to the extent permitted by law, will be paid by Seller, unless such transfer is subject to an available exemption therefrom. On Seller's request, Buyer agrees to provide Seller with a certificate stating that Buyer is purchasing the Inventory for resale, and such other resale documentation as may be reasonably required by Seller or any governmental authority to document that sale of the Inventory is exempt from sales tax. This Section 3.3 shall survive the Closing.

3.4 **Allocation of Base Purchase Price Among Assets.** Prior to Closing, Buyer and Seller shall mutually agree to a specific allocation of the Base Purchase Price to the Assets in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder and such allocation shall be confirmed by the parties in writing at Closing (the "**Closing Allocation**"). Each of the parties agrees to report each purchase and sale transaction hereunder for state and federal tax purposes in a manner consistent with the Closing Allocation, including the filing of a Form 8594 with the Internal Revenue Service reflecting such allocation in accordance with Treasury Regulation Sections 1.1060-1 and 1.1060-1T. Neither Buyer nor Seller shall take any position (whether in audits, tax returns, or otherwise) that is inconsistent with such allocation unless required to do so by applicable law. If any state or federal taxing authority challenges such allocation, Buyer and Seller shall cooperate in good faith in responding to such challenge. Seller shall give prompt written notice to Buyer of any such challenge.

ARTICLE 4 - INVENTORY AND EQUIPMENT

4.1 **Count of Store Inventory.** Seller shall close the Store at a mutually agreed time, on the Inventory Count Date. A physical count of the Inventory in the Store shall be conducted as soon as possible after the close of business for the Store by a mutually agreed upon inventory service (the "**Inventory Service**"). The cost of utilizing the Inventory Service shall be borne equally by Buyer and Seller by way of an appropriate adjustment at Closing. Representatives of Seller and Buyer shall have the right to be present during such physical count to verify the count, to request recounts of any questionable items and to settle all disputes as to Unsalable Inventory. Upon completion of such physical count, except for mathematical errors, other agreed upon changes and disputes regarding physical count or Unsalable Inventory, the count of the Inventory Service shall be final and binding on the parties for all purposes of this Agreement. The parties shall use their best efforts in good faith to cooperate toward the resolution of any disputes as to physical count or Unsalable Inventory prior to the completion of Closing. Any unresolved disputes not resolved by the completion of Closing shall be separately listed and settled by the President of Buyer and Seller as expeditiously as practicable thereafter or, if the parties cannot agree, by an independent third party mutually acceptable to the parties. Any such determination of any dispute shall be final and binding on the parties. All such physical counts shall be completed prior to the completion of Closing, or as otherwise agreed by the parties, and the final Inventory Valuation for the Inventory shall be completed as soon thereafter as practicable.

4.2 **Valuation for Inventory.** The Inventory shall be valued by applying the following methods to the count reported by the Inventory Service:

(a) Inventory shall be valued on the Inventory Date on the basis of the percentages of Seller's "retail prices" on such Inventory as set forth on the form of Inventory Certificate attached hereto as **Exhibit "D"**. As used in this valuation, "retail price" shall mean Seller's regular retail shelf price for the applicable item, which shall reflect all normal, temporary or special price reductions, advertised prices, promotions or discounts, but excluding coupon discounts or customer loyalty card discounts.

(b) Upon completion of the Inventory Valuation, which shall be completed prior to the completion of Closing, Buyer and Seller shall execute an Inventory Certificate which shall contain the Purchase Price for Inventory and which shall incorporate therein a complete listing of the Inventory.

4.3 **Inventory Relating to Permits.** Buyer agrees to use its best efforts to obtain any governmental Permits required to purchase the Inventory for resale at Buyer's sole cost and expense. If by Closing Buyer shall not have obtained any required Permit and Buyer is not using Seller's Permits as provided in Section 2.2, notwithstanding its commercially reasonable best efforts to do so, any item that under applicable law may not be transferred without such Permit (including, but not limited to, tobacco, liquor, beer, wine or pharmaceuticals) shall not be sold and transferred at Closing and shall automatically be deemed Unsalable Inventory. At Seller's election, Seller will either remove such Unsalable Inventory from the Store in the same manner as other Excluded Assets and with reasonable promptness after Closing or, unless prohibited by law, or if not removed with other Excluded Assets, Seller shall have been deemed to have requested Buyer dispose of such Inventory, at Seller's expense. Notwithstanding the foregoing, if applicable law or regulation restricts Seller from removing such items from the Store (or transporting such items from the Store to a convenient location in which Seller will have continuing operations), then (i) Seller will have the right to segregate such items at a secured location in the Store selected by Seller and reasonably acceptable to Buyer and to maintain and protect such items at such secured location for so long as Seller reasonably requires in order to obtain all Permits necessary to remove or transport such items (or to sell or convey such items to a third party entitled to do so), (ii) Seller will have reasonable access to such secured location to maintain and protect such items and when appropriate remove such items from the Store, and (iii) Seller will have the right but not the obligation to require Buyer to purchase such items at the Inventory Price allocable to such items, at such time as Buyer has obtained such Permits as are required for Seller to do so.

4.4 **Removal of Excluded Items from the Store.** Seller will use commercially reasonable efforts to remove all Excluded Assets, except vendor leased equipment, from each of the Store on or before the Closing Date but in any event no later than three (3) days after the Closing Date. Buyer will reasonably cooperate with Seller's requests received within such three (3) day period for access to thereafter complete such removal (such removal to be conducted in such a manner as not to materially interfere with Buyer's operation of the Store and Seller to be responsible for all damage or injury caused by such removal); provided, however, unless otherwise agreed, Buyer shall be free at any time following such three (3) day period to remove and dispose of any such remaining items at Seller's expense. This Section 4.4 shall survive Closing.

4.5 **Consigned Items; Third-Party Items.** Seller represents that all personal property located at the Store is owned by Seller and there is no merchandise or equipment belonging to third parties, including items held on consignment and equipment owned or leased by persons permitted to sell their own merchandise in the Store, located in the Store, including but not limited to, vending machines, vendor-owned display racks, broadcasting equipment, ATM equipment, electronic equipment, reverse vending machines, photo centers, cigarette machines, copy machines and telephone systems. The exception to this section is the soda dispensing machine located next to the building exterior is owned by the local Pepsi distributor and is not an asset being sold or purchased.

ARTICLE 5 - BUYER'S DUE DILIGENCE

5.1 Right of Inspection.

(a) **Inspection.** Seller shall make available and give full access during mutually agreeable hours (or, failing agreement, during normal store or office hours) to Buyer and its Representatives to review the physical condition of the Store, to inspect the Assets, to conduct a physical inventory of the Equipment, and review such of the records, reports, contracts, agreements, financial and tax information and any other data related to the Assets which is reasonably requested by Buyer and is in the possession of Seller or obtainable by Seller without cost. Buyer will not take any action which may unreasonably interfere with the continued present use, operation and occupancy of such property by Seller or materially adversely affect such property. In no event shall

Seller be required to provide any books and records, sales records, trade secrets, and other proprietary information or materials that are proprietary in nature or any information or materials that are protected by any privilege, immunity, work-product doctrine or other such protection. Notwithstanding anything contained herein to the contrary, Buyer shall not conduct (or cause to be conducted) any physically intrusive investigation, examination or study of the property without obtaining the prior consent of Seller.

(b) **Indemnification.** Buyer shall restore such property to substantially the same condition as exists immediately prior to the date of such activity, and Buyer hereby indemnifies and agrees to hold harmless Seller from and against any and all damage to the Leased Premises and the Assets (including the cost of restoring the Leased Premises and the Assets to their pre-entry condition) and injury to any persons caused by Buyer or its agents in the course of exercising Buyer's investigation under this Agreement. Such indemnification will survive the expiration or termination of this Agreement.

5.2 **Title.** Buyer may obtain a title commitment in connection with the Store. Seller represents that is has made, or will make, available to Buyer for review copies of all existing title work, including all easements and restrictions, in the possession of (or within or under the control of) Seller or any Affiliate of Seller relating to the Store.

5.3 **Surveys.** Buyer may obtain an ALTA survey in connection with any the Store. Seller represents that is has made, or will make, available to Buyer for review copies of all existing surveys in the possession of (or within or under the control of) Seller or any Affiliate of Seller relating to the Store.

5.4 **Environmental Reports.** Buyer may obtain an environmental audit or assessment of the Store. Seller represents that it has made, or will make, available to Buyer for review copies of all environmental reports in the possession of (or within or under the control of) Seller or any Affiliate of Seller relating to the Store. Buyer shall promptly notify Seller of any material defects in the Assets. Cure of any such material defects shall be a condition precedent to Buyer's obligations hereunder.

5.5 **Due Diligence Review Period.**

(a) Buyer shall have a period of _____ (30) days following the Effective Date (the "**Review Period**") in which to conduct its physical inspection and inspection of the books and records, to obtain and review the Property Reports and perform such other due diligence as Buyer deems necessary in its sole discretion. Seller hereby agrees to give Buyer its reasonable cooperation and to confirm when requested by Buyer the accuracy of the information relied upon by Buyer.

(b) If, prior to the expiration of the Review Period, Buyer determines, in its sole discretion, that the purchase of the Store is undesirable for any reason, Buyer may elect to terminate this Agreement by giving Seller written notice thereof prior to the expiration of the Review Period, in which event this Agreement shall become null and void and neither party shall have any further liability to the other hereunder.

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES OF SELLER

In addition to any representations and warranties contained elsewhere in this Agreement, Seller hereby makes the following representations and warranties to and for the benefit of Buyer, and its successors and assigns, in connection with the Assets, each of which warranties and representations (i) is material and being relied upon by Buyer, (ii) is true in all respects as of the date hereof (or such other date as may be indicated), (iii) and shall be true and correct in all material respects on the Closing Date.

6.1 **Conduct of Business.** Except as otherwise provided herein, from _____, 20__ through the Closing, Seller (i) has not given and will not give any raises to Store Employees and (ii) has not

made and will not make any changes to its retail pricing structure, except for changes due to cost of product or advertised specials.

6.2 **No Violations.** Seller is not aware of any existing or threatened Violations with respect to the Assets. Seller has not received any written notification alleging any existing material violation of any applicable statutes, rules, regulations, ordinances, codes, orders, licenses, permits or authorizations, as such now apply to the Assets, including without limitation, any applicable business, building, zoning, antipollution, occupational safety, health or other law, ordinance or regulation.

6.3 **Equipment.** All Equipment is, or will on the Closing Date be, owned by Seller and shall be conveyed free and clear of all liens, claims and encumbrances. There are no central control devices in connection with the Assets located off-site from the Store. Since _____, 20____, Seller has not removed any of the Equipment from the Store. All Equipment is located in the Store and is in good operating condition and repair and has been maintained consistent with industry standards. All equipment is being sold "AS IS, WHERE IS" effective as of the date of closing with no warranties surviving the closing date.

6.4 **Title/Liens.** At Closing, Seller will have good, marketable and, where applicable, insurable title to the Assets, and agrees to convey free and clear, good, marketable and, where applicable, insurable title to such assets as provided for herein. Seller shall convey all Assets free and clear of all liens, claims and encumbrances. All obligations of every kind, character or description which do or could constitute a valid and perfected lien, claim or encumbrance on the Assets and which are payable by Seller prior to the Closing Date have been or will be paid or otherwise satisfied by Seller prior to the Closing Date.

6.5 **Taxes.** All sales, excise, payroll, personal property, license, transaction, privilege, rental and real property taxes due and payable in connection with Seller's ownership or operation of the Assets prior to the Closing have been, or at the Closing will be paid in full. Any accrued but not yet payable amounts shall be prorated between Buyer and Seller as set forth herein.

6.6 **Lease and Subleases; Plans.**

(a) Included on **Exhibit "A"** is a complete, true and correct list of the Lease and any Subleases directly encumbering or affecting the Store or the real property on which the Store is located or which would directly encumber or affect Buyer's leasehold estate thereunder.

(b) Seller has delivered to Buyer or made available to Buyer for review copies of the Lease (including amendments with respect thereto) and Subleases in effect on the Effective Date

(c) Seller has delivered to Buyer or made available to Buyer for review the following materials, to the extent such items currently exist and are in the possession or control of Seller or any Affiliate of Seller:

(i) copies of the site plans for the Store;

(ii) copies of the fixture plans for the Store; and

(iii) a list of Equipment (other than Excluded Assets) as reflected in Seller's current records.

6.7 **Lease Defaults.** There is no action, suit or proceeding pending between Seller and any landlord with respect to the Lease or between Seller and any sublessee with respect to any Sublease. To Seller's knowledge, there is not any material default on the part of any party to the Lease or any Sublease or any event that with notice or lapse of time would constitute such a default.

6.8 **Environmental Matters.** To Seller's knowledge, there are no Adverse Environmental Conditions located in, on or under or existing in connection with any Asset.

6.9 **Organization of Seller.** Seller is duly organized, validly existing and in good standing under the laws of the State of NEBRASKA. Seller is duly licensed and qualified to do business in the State of NEBRASKA.

6.10 **Authorization.** Seller has all necessary power and authority and has taken all action necessary to enter into this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder, including the approval of its Board of Directors of this Agreement and all provisions and terms contained herein. This Agreement has been duly executed and delivered by Seller and is a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

6.11 **Litigation, Proceedings and Applicable Law.** There are no actions, suits, proceedings or investigations pending or, to the best knowledge of Seller, threatened against Seller, either at law or in equity or before or by any governmental authority or instrumentality or before any arbitrator of any kind which would materially adversely affect the Assets or the consummation or performance of the transactions contemplated hereby and, to the best knowledge of Seller, there is no valid basis for any such action, suit, proceeding or investigation. To Seller's knowledge, Seller is not in default with respect to any judgment, order, writ, injunction or decree of any court or governmental agency, and there are no unsatisfied judgments against Seller which would materially adversely affect the Assets or the consummation or performance of the transactions contemplated hereby. There is not a reasonable likelihood of an adverse determination in any pending proceeding which would, individually or in the aggregate, have a material adverse effect on the Assets or Seller's ability to perform hereunder.

6.12 **No Conflict or Violation.** Subject to any required consents or approvals, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in (a) a violation of or a conflict with any provision of the Articles of Incorporation or Bylaws of Seller, (b) a breach of, or a default under, any term or provision of any contract, agreement, lease, commitment, license, franchise, permit, authorization or concession to which Seller is a party or an event which, with notice, lapse of time, or both, would result in any such breach or default, or (c) a violation by Seller of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, or an event which with notice, lapse of time, or both, would result in any such violation, which breach, default or violation would in the case of (a), (b) or (c) above have a material adverse effect on the Assets or on Seller's ability to consummate or perform the transactions contemplated hereby.

6.13 **Permits.** To Seller's knowledge, Seller has obtained all Permits or other authorizations required under or issues, granted or given for the operation of the Store.

6.14 **No Physical Defects.** To Seller's knowledge and except for ordinary wear and tear, all Equipment is operating, there are no material physical or mechanical defects in the Equipment and all of the Inventory is fit for resale to the public. The Leased Premises have been maintained and any needed repairs to the Leased Premises have been made by Seller according to the terms of Seller's existing leases, including without limitation, repairs to the interior of the buildings and parking lots. To the extent the representation and warranty provided in this Section is not true at any time prior to or at Closing, Seller shall either make such necessary repairs prior to Closing to make such representation and warranty accurate or Buyer shall be entitled to a credit to the Purchase Price in the amount required to make such necessary repairs.

6.15 **Omissions.** None of the representations and warranties of Seller or other information contained in this Agreement or any certificate furnished or to be furnished by Seller or any of its representatives hereunder contains or will contain any untrue statement of material fact or omits or will omit any material fact necessary, in light of the circumstances under which it was made, to make the statements made therein not misleading taken as a whole.

6.16 **Value of Assets.** In the opinion of Seller, the consideration being received for the Assets hereunder equals or exceeds the fair market value of the Assets.

6.17 **Insurance.** To Seller's knowledge, Seller has not received any notice or request from any insurance company or Board of Fire Underwriters or governmental agency, department, bureau or other entity requiring or demanding the performance of any work or alteration with respect to the Assets. The Assets are insured by Seller for Seller's benefit and will be so insured until possession is given to Buyer in amounts and against risks deemed adequate by Seller.

6.18 **Collective Bargaining Agreements.** Seller is not a party to any collective bargaining agreement.

6.19 **Third Party Agreements.** The agreements listed on **Exhibit "E"** are all of the service, maintenance or other agreements with respect to the maintenance or operation of the Assets.

6.20 **COBRA.** Seller does not plan on terminating health care plans it provides for current or former employees and knows of no event which would give rise to losses or claims arising under the Consolidated Omnibus Budget Reconciliation Act of 1984 ("**COBRA**") or the Internal Revenue Code of 1986, as amended, which could be imposed upon, incurred by or assessed against Buyer. Further, no current or former employee of Seller is currently covered or entitled to be covered by COBRA.

6.21 **Representations and Warranties as of Closing Date.** All representations and warranties contained in this Agreement, as set forth herein or otherwise, or in any document or exhibit attached hereto, to be delivered pursuant to this Agreement, or otherwise required to be executed by Seller pursuant hereto, shall be true and correct at the Closing Date as though such representations and warranties were made at such time, and shall be so certified by Seller to Buyer on the Closing Date and shall survive the passing of title and the Closing Date. Seller shall timely pay and satisfy all Claims when due prior and after Closing, whether such Claims are in connection with (i) the cessation of Seller's business at the Store, (ii) the consummation of the transaction contemplated hereunder or (iii) Seller's current operations.

ARTICLE 7 - REPRESENTATIONS AND WARRANTIES OF BUYER

In addition to any representations and warranties contained elsewhere in this Agreement, Buyer hereby makes the following representations and warranties to and for the benefit of Seller, its successors and assigns, in connection with the Assets, each of which warranties and representations (i) is material and being relied upon by Seller, and (ii) is true in all respects as of the date hereof (or such other date as may be indicated), (iii) and shall be true and correct in all material respects on the Closing Date.

7.1 **Organization of Buyer.** Buyer is duly organized, validly existing and in good standing under the laws of the State of Nebraska and is qualified to do business in the State of Nebraska.

7.2 **Authorization.** Buyer has all necessary power and authority and has taken all action necessary to enter into this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder. This Agreement has been duly executed and delivered by Buyer and is a valid and binding obligation, enforceable against it in accordance with its terms.

7.3 **No Conflict or Violation.** Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in (a) a material violation of or a conflict with any provision of the Articles of Incorporation or Bylaws of Buyer, (b) a material breach of, or a default under, any term or provision of any contract, agreement, lease, commitment, license, franchise, permit, authorization or concession to which Buyer is a party or an event which with notice, lapse of time, or both, would result in any such breach or default, or (c) a material violation by Buyer of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree, or award, or an event which with notice, lapse of time, or both, would result in any such violation, which breach, default or violation would in the case of (a), (b) or (c) above, have a materially adverse effect on Buyer or its ability to consummate or perform the transactions contemplated hereby.

7.4 **Litigation, Proceedings and Applicable Law.** There are no actions, suits, proceedings or investigations pending or, to knowledge of Buyer, threatened against Buyer, either at law or in equity or before or by any governmental authority or instrumentality or before any arbitrator of any kind which would materially adversely affect the Assets or the consummation or performance of the transactions contemplated hereby and, to the knowledge of Buyer, there is no valid basis for any such action, suit, proceeding or investigation. To Buyer's knowledge, Buyer is not in default with respect to any judgment, order, writ, injunction or decree of any court or governmental agency, and there are no unsatisfied judgments against Buyer which would materially adversely affect the Assets or the consummation or performance of the transactions contemplated hereby. There is not a reasonable likelihood of an adverse determination in any pending proceeding which would, individually or in the aggregate, have a material adverse effect on the Assets or Buyer's ability to perform hereunder.

ARTICLE 8 - SELLER'S COVENANTS

8.1 **No Solicitation.** Seller will not solicit further offers for the Assets.

8.2 **Additional Actions.** Seller covenants that it shall:

(a) perform all respective acts or refrain from performing all respective omissions contemplated herein during the period from the signing of this Agreement through the Closing Date or such later date as may be specifically set forth herein;

(b) proceed diligently to cause the satisfaction of all conditions precedent contained herein as expeditiously as possible;

(c) not sell, transfer, mortgage, pledge or encumber any of the Assets;

(d) not enter into any material transaction or material or long-term agreement pertaining to the Assets; and

(e) not take any action which would cause a Violation or otherwise violate in any material respect any law or regulation or impair in any material respect the value of the Assets.

8.3 **Conduct of Business.** Until the Store is delivered to Buyer in accordance with the provisions of Article 12, unless otherwise agreed to in writing by Buyer, Seller shall:

(a) operate the Store consistent with past practices;

(b) cause the shelves of the Store to be fully stocked and all utilities and Equipment at the Store and any related facilities to be kept on until the Store is delivered to Buyer;

(c) maintain the Assets until the Closing Date, in good condition and repair, except for ordinary wear and tear, including retaining and utilizing all service contracts relating to equipment maintenance, cleaning, pest control and waste removal;

(d) prior to the Closing Date, Seller shall maintain the exterior of the building and parking lot in their current condition;

(e) not without prior written consent of Buyer:

(i) engage in any extraordinary transactions with respects to the Assets;

(ii) materially change its pricing strategy with respect to Inventory, including abandonment or termination of any "sale" or discount programs, in a manner inconsistent with present practice; or

(iii) display signs indicating that Seller is moving its operations or closing its business, or conduct any going out of business or liquidation sales relating to the Inventory (as contrasted to the Unsalable Inventory) or agree to do so except in the ordinary course of business.

8.4 **Access to Electronic Documentation.** Subject to Buyer obtaining appropriate licenses prior to Closing, Seller agrees to leave all computerized files and information intact for the Store so as to enable Buyer access and use of the information after Closing. Such files and information shall be backed up by Seller immediately prior to the Closing and considered part of the Assets.

8.5 **Access to Store.** Seller agrees that Buyer may access the Store up to ten (10) days prior to Closing for purposes of preparing for and installation of new point of sale equipment, front end or other computer equipment necessary for the operation of the Store, including, without limitation, laying computer cables therefore; provided that such access and work does not materially interrupt business at the Store.

8.6 **Estoppel Certificates.** Seller will use reasonable commercial efforts to cooperate with Buyer in obtaining from the landlord an estoppel certificate substantially in the form of **Exhibit "F"** to this Agreement ("**Estoppel Certificate**").

8.7 **Location of Equipment.** Seller agrees that the Equipment located in the Store shall remain in the Store through the Closing Date. No Equipment will be moved by or at the direction of Seller between and among the Store and any other store or property owned, operated or closed by Seller or any Affiliate of Seller, unless otherwise agreed to by Buyer in writing.

8.8 **Employee Information; Interviews.** On the Effective Date, or as reasonably practicable thereafter, Seller will release to Buyer a list of each of Seller's employees employed at the Store, indicating rate of pay, number of employees enrolled in Seller's health and welfare benefit plan, position title and hire or re-hire date as shown in Seller's books and records (provided no representation is made as to the accuracy or completeness of such information), and will permit Buyer, at reasonable times during normal business hours after twenty-four (24) hours prior notice and with minimum impact on Seller's business, to arrange for personal interviews with Store managers and all other employees who are employed in connection with the operation of the Store (collectively, "**Store Employees**"), at times and places mutually agreeable to Seller and Buyer, and to arrange for those relevant Store Employees, who are interested, to interview with Buyer. For the avoidance of doubt, nothing in this Section shall obligate Seller to provide Buyer information otherwise protected by the Health Insurance Portability and Accountability Act of 1996.

8.9 **No Obligation of Buyer as to Employees.** Seller will have the sole and absolute responsibility for any financial or other commitments to its employees including, without limitation, any and all claims or obligations for severance pay and any and all claims and obligations arising under any collective bargaining agreement, employee benefit plan (including, without limitation, any withdrawal liability) or any local, state or federal law, rule or regulation (including, without limitation, the Worker Adjustment and Retraining Notification Act). Buyer shall not have any contractual or other obligation with respect to hiring, offering to hire or employing any of Seller's employees. In no event shall Buyer be obligated to commit to any particular usage of employees or to any particular benefits or wage rates. Nothing contained herein shall be deemed an admission that Seller has any financial obligation to employees.

8.10 **Termination.**

(a) Seller shall prior to or as of the Closing terminate all Store Employees. Nothing herein expressed or implied is intended to confer upon any Store Employee or his legal representatives any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement, including without limitation, any rights of employment for a specified time period. Buyer shall not have any liability with respect to claims of Store Employees arising from the Seller's conduct prior to or as of the Closing. Seller shall have no liability with respect to claims or Claims of Store Employees hired by Buyer arising from Buyer's conduct after the Closing. Seller will have no

obligation to terminate any employee to the extent such termination violates the Family Medical Leave Act with such employee remaining an employee of Seller; however, Buyer shall not have an obligation to hire any current or former employees of Seller.

(b) Following the Effective Date and prior to the Closing Date, except as provided for or required by a collective bargaining agreement, Seller will not and will cause its Affiliates to not transfer, without written consent of Buyer, any Store Employees prior to Buyer having completed interviewing such Store Employees, and having provided Seller a list of Store Employees that Buyer has chosen not to hire on the Closing Date, which Buyer covenants to do as soon as reasonably practicable.

(c) Furthermore, Seller shall not enter into any agreements or other arrangements with Store Employees that will preclude or create a disincentive to Store Employees from being employed by Buyer.

8.11 **Wages, Severance and Other Obligations.** Prior to Closing, Seller will not cause or permit to be granted any increase in the salaries, wages, benefits or other compensation payable or to become payable to Store Employees except pursuant to annual reviews and consistent with raises in prior years. As between Seller and Buyer, Seller shall be liable to all of its employees for all wages, severance benefits, accrued vacations, unpaid sick, holiday pay and bonuses, and other obligations of any kind whatsoever, that accrue through and including Closing and shall hold Buyer harmless from any and all such liabilities to such employees of Seller. Seller will pay all Store Employees when due all earned and accrued vacation and bonuses relating to periods prior to the Closing Date. Buyer shall be liable to any Store Employees whom it hires for all wages and benefits that accrue after the Closing.

8.12 **COBRA.** Seller shall pay and be liable to Buyer and shall assume, indemnify, defend, and hold harmless Buyer from and against and in respect of any and all losses that arise under COBRA or the Internal Revenue Code of 1986, as amended, imposed upon, incurred by, or assessed against Buyer or any of their employees arising by reason of or relating to any failure to comply with the continuation of health care coverage of COBRA, in Section 601 through 608 of the Employment Retirement Income Security Act of 1974, as amended, which failure occurred with respect to any current or prior Store Employee or any qualified beneficiary of such employee (as defined in COBRA) on or prior to the date of the Closing or as otherwise required as a result of any transactions or matters contemplated by this Agreement.

8.13 **Survival.** The obligations of Seller contained in Sections 8.9, 8.10, 8.11 and 8.12 shall survive Closing.

8.14 **Changes.** In the event Seller becomes aware of any changes as to any information, documents or Exhibits referred to in this or the other sections in this Agreement, Seller will disclose the same to Buyer as soon as practicable.

ARTICLE 9 - BUYER'S COVENANTS

9.1 **Consents.** Buyer will use commercially reasonable efforts to obtain (i) all Permits required to perform the obligations of Buyer under this Agreement and (ii) each of the closing documents to which Buyer are or are to become a party and to attain the fulfillment of the conditions set forth herein. Additionally, to the extent required, Buyer shall cooperate, at no cost to Buyer, with Seller for Seller to obtain all Permits necessary for Seller to sell the Assets.

9.2 **Changes.** In the event Buyer becomes aware of any changes as to any information, documents or Exhibits referred to in this or the other sections in this Agreement, Buyer will disclose the same to Seller as soon as practicable

ARTICLE 10 - CONDITIONS TO SELLER'S OBLIGATIONS

The obligations of Seller under this Agreement are subject to the satisfaction on or before the Closing Date, or such other date as herein provided, of all conditions contained in this Agreement, including each of the following (any of which may be waived by Seller in Seller's sole discretion, unless otherwise stated herein):

10.1 **Representations, Warranties and Covenants**. All representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date, except as and to the extent that the facts and conditions upon which such representations and warranties are based are expressly required or permitted to be changed by the terms hereof, and Buyer shall have performed in all material respects all agreements, covenants and obligations required hereby to be performed by it prior to or on the Closing Date, including the execution of all documents contemplated under Article 12.

10.2 **No Governmental Proceedings, Litigation or Violations**. No action by any governmental authority shall have been instituted or threatened which questions the validity or legality of the transactions contemplated hereby and which could reasonably be expected to materially and adversely affect the right or ability of Buyer to purchase, own, operate or possess the Assets after the Closing Date.

10.3 **Payment**. Buyer shall have paid the applicable portion of the Purchase Price in accordance with the provisions of Article 3 hereof, subject to the prorations and adjustments provided for herein.

If any of the foregoing conditions has not been satisfied on or before the Closing Date, then Seller shall have the right to terminate this Agreement pursuant to Section 14.1 of this Agreement; provided, however, that if any of the foregoing conditions has not been satisfied due to a breach of this Agreement by Buyer or Seller, then Buyer's and Seller's respective rights, remedies and obligations, including any right of termination, shall be determined in accordance with Article 14 of this Agreement.

ARTICLE 11 - CONDITIONS TO BUYER'S OBLIGATIONS

The obligations of Buyer under this Agreement are subject to the satisfaction on or before the Closing Date, or such other date as herein provided, of all conditions contained in this Agreement, including each of the following (any of which may be waived by Buyer in Buyer's sole discretion, unless otherwise stated herein):

11.1 **Representations, Warranties and Covenants**. All representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date, except as and to the extent that the facts and conditions upon which such representations and warranties are based are expressly required or permitted to be changed by the terms hereof, and Seller shall have performed in all material respects all agreements, covenants and obligations required hereby to be performed by it prior to or on the Closing Date, including the execution of all documents contemplated under Article 12.

11.2 **Consents**. Seller and Buyer shall have obtained all consents, approvals and waivers from governmental authorities and other parties necessary to permit Seller to transfer the Assets to Buyer and to consummate the transactions contemplated hereby.

11.3 **No Governmental Proceedings, Litigation or Violations**. No action by any governmental authority shall have been instituted or threatened which questions the validity or legality of the transactions contemplated hereby and which could reasonably be expected to materially and adversely affect the right or ability of Buyer to purchase, own, operate or possess the Assets after the Closing Date and any existing Violations shall be cured prior to Closing.

11.4 **Corporate Documents**. Prior to the execution hereof, Buyer shall have received from Seller resolutions adopted by the board of directors of Seller approving this Agreement and the transactions contemplated hereby. Prior to Closing, Buyer shall have received from Seller a current certificate of good standing from the offices of the Secretary of State of Nebraska.

11.5 **Physical Inventories**. The physical inventory for the Store shall have been completed.

11.6 **Legal Requirements.** Buyer shall have received the following:

(a) If applicable and Seller has one hundred or more employees, evidence of any required compliance of Seller's compliance with the Worker Adjustment and Retraining Notification Act ("**WARN**") and all related laws, regulations or ordinances in respect to plant closing. For purposes hereof, "evidence" shall consist of copies of all documentation posted and/or sent to third parties.

(b) Evidence of compliance with all laws, ordinances, rules and regulations relating to the transfer of the Assets as contemplated hereby (including those related to the transfer of Inventory consisting of tobacco). For purposes hereof, "evidence" shall consist of the required licenses, permits and/or notifications.

11.7 **Seller of Assets.** The Assets (including all currently leased Equipment) shall be owned by Seller on or prior to the Closing Date.

11.8 **Liens.** Prior to the Closing Date, Buyer shall have received, at its expense, UCC reports as well as any other reports as reasonably desired by Buyer with regard to liens or encumbrances with respect to the Assets; provided that Seller shall transfer the Assets free and clear of all liens and encumbrances.

11.9 **Estoppel Certificate.** Buyer shall have received an Estoppel Certificate from the landlord under the Lease.

11.10 **Changes.** The existence of no material misrepresentations, material misstatements or material adverse changes relating to the Assets or the consummation or performance of the transactions contemplated hereby.

11.11 **Termination of Third Party Agreements.** Seller shall have canceled all Third Party Agreements which exist in connection with any of the Assets, except for the Assumed Contracts.

11.12 **Tax Clearance Letter.** Seller shall have delivered to Buyer a letter from the County Treasurer confirming that all required taxes have been paid on a current basis.

11.13 **Sales and Payroll Information.** Receipt by Buyer of the latest comprehensive sales and payroll information as the same may be reasonably requested by Buyer.

If any of the foregoing conditions has not been satisfied or waived on or before the Closing Date, then Buyer shall have the right to terminate this Agreement pursuant to Section 14.1 of this Agreement; provided, however, that if any of the foregoing conditions has not been satisfied due to a breach of this Agreement by Buyer or Seller, then Buyer's and Seller's respective rights, remedies and obligations, including any right of termination, shall be determined in accordance with Article 14 of this Agreement.

ARTICLE 12 - CLOSING

12.1 **Closing.** The Closing of the transactions contemplated herein shall be held at 10:00 a.m. central time on the Closing Date at the offices of Seller or its Counsel located in York, Nebraska, unless the parties hereto otherwise agree.

12.2 **Conveyances at Closing.**

(a) **Seller's Deliverables.** To effect the transfers referred to herein, subject to the provisions of Section 12.7, Seller will, on the Closing Date, execute and deliver to Buyer:

(i) One or more bills of sale and/or assignments conveying in the aggregate all of the Assets which are personal property;

- (ii) An assignment and assumption of all Warranties and Guaranties relating to the Assets;
- (iii) An assignment and assumption of the Lease and any Subleases;
- (iv) An assignment and assumption of any and all Assumed Contracts;
- (v) Closing statement;
- (vi) Certification from an officer of Seller certifying that all representations and warranties of Seller contained in this Agreement are true and correct as of the Closing Date;
- (vii) Tax clearance letter;
- (viii) Such other instruments as shall be reasonably requested by Buyer or title company to vest in Buyer title to the Assets in accordance with the provisions hereof;
- (ix) To the extent not already previously provided to Buyer, the original Lease and Subleases, or in the event Seller does not possess originals of the same, copies thereof;
- (x) All keys, combinations to safes, security codes, access codes and passwords for the Store; and
- (xi) Any other documents, instruments or agreements called for hereunder for delivery by Seller that have not already previously been delivered.

(b) Buyer's Deliverables. To effect the transfers referred to herein, subject to the provisions of Section 12.7, Buyer will, on the Closing Date, execute and deliver to Seller:

- (i) Closing statement;
- (ii) Certification from an officer of Buyer certifying that all representations and warranties of Buyer contained in this Agreement are true and correct as of the Closing Date;
- (iii) All funds required to be transferred and delivered by Buyer pursuant to this Agreement; and
- (iv) Any other documents, instruments or agreements called for hereunder for delivery by Buyer that have not already previously been delivered.

(c) Form of Instruments. All of the foregoing instruments shall be in form and substance, and shall be executed and delivered in a manner, reasonably satisfactory to Buyer and Seller. If not attached as an Exhibit at the time of execution of this agreement, the parties shall agree upon the form and content of the foregoing instruments prior to Closing.

12.3 Possession. Seller shall deliver physical possession of the Assets to Buyer immediately after completion of the physical inventory of the Store. Upon closing for the beginning of the inventory count, Buyer may commence preparation for opening of the Store as a Buyer's store including, without limitation, disconnecting items of equipment that are included in Excluded Assets and moving such items aside, and continuing electrical and wiring work required in order to install Buyer's point of sale and other equipment, signage, etc.

12.4 Closing Costs; Transfer Taxes; Proration; Adjustments. Seller shall pay for any documentary transfer taxes and recording fees imposed by reason of the transfer of the Assets as well as any

deficiency, interest or penalty asserted with respect to the Assets, except as otherwise provided by law. All relevant rent, taxes (including real and personal property taxes), special assessments, utilities, leasehold obligations and other payments regarding the Assets, including any prepaid expenses, will be prorated (based on actual days within the relevant annual, quarterly or monthly period, as appropriate) between the parties as of the Closing Date and will be a credit or debit, as the case may be, against the Base Purchase Price payable at Closing to the extent thereof and then against the Inventory Price. Any amounts not determinable as of the Closing Date or reflected on the Closing Statement will be taken into account at the Closing based on good faith estimates. Buyer will timely make all required notifications to taxing authorities to effect the change in party responsible for taxes. All sales taxes shall be paid in accordance with the provisions of Section 3.3. The provisions of this Section 12.4 shall survive the Closing.

12.5 **Utilities and Telephone Numbers.** Seller shall attempt to obtain final meter readings at the Store as of the Closing Date and shall pay for all utilities to the Closing Date. As to any utilities for which Seller cannot so obtain final readings, such utilities shall be prorated between Seller and Buyer as of the Closing Date based upon the best estimated figures available to the parties. Within forty-five (45) days after the actual figures are obtained, the parties shall settle any differences. Seller will sign any and all documents necessary to authorize and permit the transfer of all existing store telephone numbers to Buyer.

12.6 **Notices.** Each party shall give such notice to third parties advising them of this transaction as may be reasonably requested by the other party.

12.7 **Post Closing Deliveries.** Subsequent to Closing, and in accordance with the provisions hereof, the parties shall deliver the following amounts:

- (a) Amounts required to adjust estimated prorations, if any; and
- (b) Any amounts improperly paid to either party by third parties, if any.

ARTICLE 13 - RISK OF LOSS

13.1 **Damage; Risk of Loss.** Until possession of the various components of the Assets are delivered to Buyer, all risk of loss or damage to such Assets shall be borne by Seller, and thereafter, as to each portion of the Assets which has been delivered, shall be borne by. If any material portion of the Assets is destroyed or damaged by fire or any other cause prior to delivery to Buyer, Seller shall promptly give notice to Buyer of such damage or destruction and the amount of insurance, if any, covering the Assets. Any Asset which is so destroyed shall be dealt with by equitably adjusting the Purchase Price in a manner mutually agreeable to the parties. In the event of substantial damage to any of the Assets prior to the Closing Date, Buyer may elect, without the obligation to do so, to terminate this Agreement; and in such event, neither party will have further obligations hereunder (other than pursuant to Section 15.1 and 16.7 below).

ARTICLE 14 - TERMINATION, DEFAULT AND INDEMNIFICATION

14.1 **Termination.** This Agreement may be terminated, and the transactions contemplated hereby abandoned only as follows:

- (a) by mutual written consent of Seller and Buyer;
- (b) at the election of Buyer as provided in Section 5.5 or 13.1;
- (c) at the election of Seller if any of the conditions set forth in Article 10 of this Agreement have not been satisfied or waived by Seller on or before the Closing Date; provided, however, that if any of such conditions has not been satisfied due to a breach of this Agreement by Buyer or Seller, then Buyer's and Seller's respective rights, remedies and obligations, including any right of termination, shall be determined in accordance with Article 14 of this Agreement; or

(d) at the election of Buyer if any of the conditions set forth in Article 11 of this Agreement have not been satisfied or waived by Buyer on or before the Closing Date; provided, however, that if any of such conditions has not been satisfied due to a breach of this Agreement by Buyer or Seller, then Buyer's and Seller's respective rights, remedies and obligations, including any right of termination, shall be determined in accordance with Article 14 of this Agreement.

14.2 Default.

(a) Default By Buyer. If Buyer shall fail to perform any material obligation hereunder, and Seller is ready, willing and able to perform as required by the terms of this Agreement, then Seller may pursue any remedies which it might have at law or in equity. No remedies conferred upon or reserved by a party is intended to be exclusive of any other available remedy or remedies herein.

(b) Default By Seller. If Seller shall fail to perform any material obligation hereunder, and Buyer is ready, willing and able to perform as required by the terms of this Agreement, then Buyer may pursue any remedies which it might have at law or in equity. No remedies conferred upon or reserved by a party are intended to be exclusive of any other available remedy or remedies herein.

14.3 Indemnification.

(a) By Seller. Seller shall each indemnify, save and hold harmless Buyer and its affiliates, subsidiaries and representatives, from and against any and all costs, losses (including, without limitation, diminution in value), liabilities, damages, lawsuits, deficiencies, claims and expenses (whether or not arising out of third-party claims) including, without limitation, interest, penalties, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement for any of the foregoing (collectively, the "**Damages**"), incurred in connection with or arising out of or resulting from (i) any breach of any covenant or warranty or the inaccuracy of any representation made by Seller in or pursuant to this Agreement or other transaction documents, or (ii) any liability, obligation or commitment of any nature (absolute, accrued, contingent or otherwise) of Seller which is due to or arises in connection with Seller's acts or omissions prior to or after the Closing Date and not specifically assumed by Buyer pursuant to this Agreement, including, without limitation, any liability, obligation or commitment relating to the environmental condition of any Asset or (iii) Buyer's reasonable attorneys' fees and all amounts paid in investigations, defense or settlement in connection with any bankruptcy proceeding filed by Seller before or after Closing. Seller shall not be liable for any matter which is due to or arises in connection with Buyer's acts or omissions.

(b) By Buyer. Buyer shall indemnify and save and hold harmless Seller, its affiliates and subsidiaries, and its and their respective representatives from and against any and all Damages incurred in connection with or arising out of or resulting from (i) any breach of any covenant or warranty, or the inaccuracy of any representation made by Buyer in or pursuant to this Agreement or other transaction documents, or (ii) any liability, obligation or commitment of any nature (absolute, accrued, contingent or otherwise) of Buyer which is due to or arises in connection with Buyer's acts or omissions prior to or after the Closing Date, including any claim, liability, or obligation which is specifically assumed by Buyer pursuant to this Agreement or any other agreement.

(c) Product and Warranty Liability. The provisions of this Section 14.3 shall cover all obligations and liabilities of whatsoever kind, nature or description relating, directly or indirectly, to product liability, litigation or claims against Buyer or Seller in connection with, arising out of, or relating to the Assets.

(d) Defense of Claims. If any lawsuit or enforcement action is filed against any party entitled to the benefit of indemnity hereunder, written notice thereof shall be given to the indemnifying party as promptly as practicable (and in any event within fifteen (15) days after the service of the citation or summons); provided, that the failure of any indemnified party to give timely notice shall not affect rights to indemnification hereunder except to the extent that the indemnifying party

demonstrates actual damage caused by such failure. After such notice, if the indemnifying party shall acknowledge in writing to the indemnified party that the indemnifying party shall be obligated under the terms of its indemnity hereunder in connection with such lawsuit or action, then the indemnifying party shall be entitled, if it so elects, to take control of the defense and investigation of such lawsuit or action and to employ and engage attorneys of its own choice to handle and defend the same, at the indemnifying party's cost, risk and expense; and such indemnified party shall cooperate in all reasonable respects with the indemnifying party and such attorneys in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom; provided, however, that the indemnified party may, at its own cost, participate in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom. In the event the indemnifying party elects not to assume the defense or investigation of a lawsuit or an action, the indemnifying party shall not be obligated to pay the fees and expenses of more than one counsel or one firm of counsel for all parties indemnified by the indemnifying party in respect of such lawsuit or action, unless in the reasonable judgment of the indemnifying party a conflict of interest may exist between such indemnified party and any other of such indemnified parties in respect of such lawsuit or action. Notwithstanding the foregoing, no party may settle any matter in a manner which would have an adverse effect on the other party without the affected party's prior written consent.

(e) **Brokers and Finders.** Pursuant to the provisions of this Section 14.3, Buyer and Seller shall indemnify, hold harmless and defend each other from the payment of any and all broker's and finder's expenses, commissions, fees or other forms of compensation which may be due or payable from or by the indemnifying party, or may have been earned by any third party acting on behalf of the indemnifying party in connection with the negotiation and execution hereof and the consummation of the transactions contemplated hereby.

No representative of any party shall be liable for any Damages under the provisions contained in this Section 14.3. Nothing herein shall relieve either party of any liability to make any payment expressly required to be made by such party pursuant to this Agreement. The provisions of this Section 14.3 shall survive Closing.

ARTICLE 15 - NO ASSUMPTION OF LIABILITIES

15.1 **No Assumption of Liabilities.** This Agreement constitutes a sale of certain assets of Seller only and is not a sale of any stock in any entity comprising Seller.

(a) By entering into this Agreement or performing any act or agreement hereunder, except as expressly set forth herein, Buyer does not assume any obligations or liabilities of Seller and shall not be responsible for the payment of any liabilities of or obligations of Seller whatsoever, including, without limitation, the following:

(i) Claims by Seller's employees, former employees or others under any private or collective contract, agreement or the like or any state, Federal, local or other laws, statutes, executive order, regulations, ordinances, codes or the like including, but not limited to, claims in connection with employee wages, vacation pay, severance pay, holiday pay, sick leave pay, other union claims, detrimental reliance claims, implied contract claims, WARN notice claims, worker's compensation claims, ERISA claims, COBRA claims, Civil Rights Laws claims, claims under the Fair Labor Standards Act or Labor Management Relations Act, Americans With Disabilities Act, employment discrimination claims of all types, claims regarding health and welfare benefits or premiums, claims regarding union collective bargaining agreements and/or supplemental agreements, sexual harassment claims, disability claims, Family and Medical Leave Act claims, pension fund liability (whether for current or unfunded accrued liabilities), claims or other problems arising under OSHA, claims in connection with environmental problems, claims arising out of Seller's agreements with third parties or any other obligations of any kind or character arising out of Seller's acts, omissions or agreements; and

(ii) Demands, causes of action, obligations or liabilities (including damages, costs and reasonable attorneys fees) from any claim of any third party arising out of Seller's acts, omissions or agreements.

(b) There is no agency relationship between Seller and Buyer. Buyer is not a successor or assign or alter ego to Seller. Seller and Buyer and Buyer are not involved in a joint venture, Buyer is not required to continue operations at any of Seller's former facilities. If in its sole discretion, Buyer hires former employees, managers or supervisors of Seller, these individuals shall be employed as new employees of Buyer. All individuals considered for employment by Buyer, if any, will be hired on the basis of qualifications, as determined by Buyer. Buyer does not assume and is not responsible for any liability Seller may have to retired persons or former employees. Seller represents that it desires to cease its current retail grocery operations at the Store. Seller further represents to Buyer that it has, or will before the Closing Date, satisfy its liabilities and/or obligations accruing prior to the Closing Date to all other persons who are affected by the closing of Seller's business operations; provided, however, if such obligations are of a nature such that they cannot be satisfied prior to the Closing Date, Seller shall diligently cause the satisfaction of such obligations as soon as practicable after the Closing Date.

(c) By entering into this Agreement or performing any act or agreement hereunder, Seller does not assume any obligations or liabilities of Buyer, except as specifically provided herein.

ARTICLE 16 - MISCELLANEOUS

16.1 **Assignment.** Neither Seller nor Buyer may assign or delegate any duties or obligations under this Agreement without the prior written consent of the other, which consent may be granted or withheld in the sole discretion of the party whose consent is so required, except that Buyer may assign its rights and obligations under this Agreement in whole or in part to one or more Affiliates of Buyer.

16.2 **No Third Party Beneficiaries.** Only the parties hereto and their permitted successors and assigns shall have any rights and/or obligations hereunder.

16.3 **Notices.** Unless otherwise provided herein, any notice, request, instruction or other document to be given hereunder by either party to the other shall be in writing and (i) delivered personally, (ii) sent by way of a recognized, national overnight delivery service (to be effective on the date of receipt) or (iii) mailed by certified mail, postage prepaid, return receipt requested (such mailed notice to be effective on the date such receipt is acknowledged or refused), as follows:

If to Seller, addressed to: _____

Attention: _____

If to Buyer, addressed to: Fresh Foods, Inc.
1270 10th Street, Gering, NE 69341
Attn. Ben Dishman, President

or such other place and with such other copies as either party may designate as to itself by written notice to the others.

16.4 **Choice of Law.** This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Nebraska (without reference to the choice of law provisions).

16.5 **Entire Agreement; Amendments and Waivers.** This Agreement, together with all Exhibits and schedules hereto, constitutes the entire Agreement among the parties pertaining to the subject matter

hereof and this Agreement supersedes all prior agreements, understandings, negotiations, discussions, term sheets and expressions of interest and letters of intent, if any, whether oral or written, of the parties. No supplement, modification or waiver (oral or written) of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No oral agreement or acts of the party shall be construed as modifying this Agreement unless such agreement is executed in writing by both parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

16.6 **Multiple 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.

16.7 **Expense.** Each party hereto shall pay its own legal, accounting, out-of-pocket and other expenses incident to this Agreement and to any action taken by such party in preparation for carrying this Agreement into effect. Other expenses in connection with due diligence and this Agreement shall be paid by the party(s) as set forth herein.

16.8 **Invalidity.** In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument and they shall be construed as if the invalid, illegal or unenforceable provision had never been present. However, none of the provisions hereof are severable for any purpose (including attempts to avoid portions hereof in a bankruptcy proceeding) other than to avoid invalidity, illegality or unenforceability.

16.9 **Titles.** The titles, captions or headings of the Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

16.10 **Further Assurances.** Both before and after the Closing Date, each party will cooperate in good faith with the other and will take all appropriate action and execute any documents, instruments or conveyances of any kind that may be reasonably necessary or advisable to carry out any of the transactions contemplated hereunder, provided they create no obligations inconsistent with the terms of this Agreement, and to provide the other party with such information and copies of such documents as such other party may reasonably request and that may be provided without, in the providing party's reasonable discretion, adverse effect or risk to the providing party other than any adverse effect or risk that is immaterial.

16.11 **No Consequential or Punitive Damages.** NO PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) SHALL, UNDER ANY CIRCUMSTANCE, BE LIABLE TO THE OTHER PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES CLAIMED BY SUCH OTHER PARTY UNDER THE TERMS OF OR DUE TO ANY BREACH OF THIS AGREEMENT, INCLUDING LOSS OF REVENUE OR INCOME, DAMAGES BASED ON ANY MULTIPLIER OF PROFITS OR OTHER VALUATION METRIC, COST OF CAPITAL, DIMINUTION OF VALUE OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY.

16.12 **Seller's Knowledge.** Whenever a provision of this Agreement refers to Seller's knowledge or to the best of Seller's knowledge, such knowledge shall mean the actual knowledge of each of Seller's shareholders, Seller, officers, directors. For purposes hereof, "actual knowledge" shall include information contained in Seller's files.

16.13 **Time of the Essence.** Time is of the essence in connection with the transactions contemplated hereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized as of the day and year first above written.

SELLER:

SPONS CENTRAL FOOD INC.

a/an _____

By WARREN THOMAS VASB

Name: LAUREL A THOMAS LAUREL

Title: OWNER

BUYER:

[Signature] PRESENT

a/an _____

By [Signature]

Name: _____

Title: _____

Exhibit "A"

Description of the Lease

Lease Agreement between ThomKas, LLC, as Landlord, and Grand Central, as Lessee

Exhibit "B"

Excluded Equipment

2011 Dodge One Ton Truck

2021 Dodge One Half Ton Truck

Bobcat Skid Loader

Exhibit "C"

Unsalable Inventory

1. Damaged or unsalable merchandise, including, without limitation, items that are soiled, distressed, spoiled, shop worn, faded, defective, infested, adulterated, misbranded, subject to visible deterioration, open, in partial packages, subject to a manufacturing recall or not otherwise fit for sale.
2. Expired or out of date merchandise:
 - (a) all inventory other than perishable inventory (such as inventory offered for sale in the produce, floral, bakery, dairy, service deli and meat departments) shall be considered out of date if such inventory has a remaining shelf life of less than thirty (30) days as of the Closing Date. Merchandise coded month/year specific shall be considered sellable through the last day of the month listed.
 - (b) All perishable inventory shall be considered out of date if such Inventory has a remaining shelf life of less than ten (10) days as of the Closing Date.
3. Consigned merchandise.
4. Seasonal merchandise: any out of season seasonal merchandise.
5. Merchandise with proprietary logos
6. All preprinted forms and labels.
7. Any inventory that under applicable law cannot be transferred to Buyer without appropriate approvals, unless such approvals have been obtained.
8. All inventory which is not located at the Store.
9. [Any private label product.]

Exhibit "D"

Form of Inventory Certificate

INVENTORY CERTIFICATE

Seller: _____, a _____ Buyer: _____ Store #: _____ Store Address: _____																							
	Inventory Taken @ Retail	Valuation Percentage***	Inventory @ Cost																				
Grocery (Food and Non-Food)	\$	x %	\$																				
Frozen Food	\$	x %	\$																				
Dairy	\$	x %	\$																				
Deli	\$	x %	\$																				
Bakery	\$	x %	\$																				
Meat	\$	x %	\$																				
Seafood	\$	x %	\$																				
Produce	\$	x %	\$																				
Floral	\$	x %	\$																				
Tobacco	\$	x %	\$																				
Alcohol	\$	x %	\$																				
Health and Beauty Care	\$	x %	\$																				
General Merchandise	\$	x %	\$																				
Greeting Cards	\$	x %	\$																				
Private Label Goods	\$	x %	\$																				
Total Inventory	\$		\$																				
<table style="width:100%; border:none;"> <tr> <td style="width:40%; border:none;">_____</td> <td style="width:10%; border:none;">/</td> <td style="width:10%; border:none;">/</td> <td style="width:40%; border:none;">_____</td> </tr> <tr> <td style="border:none;">Seller's Authorized Agent</td> <td style="border:none;"></td> <td style="border:none;"></td> <td style="border:none;">Date</td> </tr> <tr> <td colspan="4" style="border:none;"> </td> </tr> <tr> <td style="border:none;">_____</td> <td style="border:none;">/</td> <td style="border:none;">/</td> <td style="border:none;">_____</td> </tr> <tr> <td style="border:none;">Buyer's Authorized Agent</td> <td style="border:none;"></td> <td style="border:none;"></td> <td style="border:none;">Date</td> </tr> </table>				_____	/	/	_____	Seller's Authorized Agent			Date					_____	/	/	_____	Buyer's Authorized Agent			Date
_____	/	/	_____																				
Seller's Authorized Agent			Date																				
_____	/	/	_____																				
Buyer's Authorized Agent			Date																				

***The valuation percentage for each category of saleable product should be agreed to prior to execution of the agreement to prevent any surprises to either party regarding valuation of inventory.

Exhibit "E"

Third Party Agreements

[List any service contracts pertaining to the Store – e.g. alarm contracts, energy contracts, maintenance contracts, ATM agreements, etc.]

Exhibit "F"

Form of Estoppel Certificate

_____ [STORE ADDRESS]
Store # _____

Date: _____, 20__

[NOTE: THIS FORM IS INTENDED TO BE FILLED OUT COMPLETELY BY SELLER BEFORE MAILING TO LANDLORD FOR COMPLETION]

RE: Store # _____, Located at: _____ (the "Premises")
_____, or its assigns (collectively, "Assignee")

Landlord:

The undersigned landlord or lessor ("**Landlord**") is requested to execute this certificate as an inducement for Assignee to enter into an Assignment and Assumption of Lease regarding the Premises (the "**Assignment**"). This certificate is requested to confirm that _____, a _____ ("**Assignor**") may assign its interests under the Lease (as defined below) to Buyer. Landlord hereby acknowledges that Assignee's willingness to enter into the Assignment is based, in part, on the reliance by Assignee on the truth and accuracy of the statements made herein and Landlord understands and agrees that Assignor and Assignee will and shall be entitled to rely upon this certificate for such purposes. As of the date of this certificate, Landlord hereby represents, warrants and certifies to Assignor and Assignee as follows:

1. **Lease.** Landlord is the present landlord or lessor and Assignor is the present tenant under that certain lease, as modified or amended, as more particularly described on attached **Exhibit "A"**, recorded in Book _____, page _____ of _____ County, _____ (the "**Lease**"). The Lease is in full force and effect and has not, except as specifically stated in **Exhibit "A"**, been modified or amended in any manner whatsoever, and constitutes the entire agreement between the parties with respect to the Premises [VERIFY WHAT TERM IS USED IN THE LEASE – PREMISES OR DEMISED PREMISES AND CHANGE THROUGHOUT]. Any capitalized terms which are not otherwise defined herein shall have the meaning set forth in the Lease.

2. **Premises.** The Premises contains approximately _____ square feet, and is located in and upon the land legally described on attached **Exhibit "B"** (the "**Land**"). The Land is currently owned by and held in the name of Landlord.

3. **Term.** The Term of the Lease commenced on _____, _____, and expires on _____. Tenant has the right to extend the term of the Lease for _____ (_____) _____ option periods, each for _____ (_____) years, by giving Landlord written notice of the exercise of any option to extend at least _____ (_____) days prior to the expiration of the current term or option period.

4. **Costs and Expenses.**

(a) The current base rent under the Lease is \$_____, payable [monthly/quarterly/annually].

(b) [IF CAM] Tenant's prorata share of common area maintenance fees are ____%. The current [monthly/quarterly/annual] fees for common area maintenance are \$_____ payable [monthly/quarterly/annually] and the aggregate amount paid by Tenant for common area maintenance for 20__ [prior year] was \$_____. [IF NO CAM: Tenant pays for all maintenance of the Premises; Landlord, without reimbursement from Tenant, pays for all common area maintenance.]

(c) [IF TAXES REIMBURSED] Tenant's prorata share of real estate taxes are ____%. The estimated amount for the real estate taxes to be paid by Tenant for 20__ is \$_____. [IF TENANT DOES NOT REIMBURSE LANDLORD FOR TAXES: Tenant pays all real estate taxes directly.]

(d) [IF INSURANCE REIMBURSED] Tenant's prorata share of liability and casualty insurance is ____%, paid [annually in arrears at the end of each calendar year]. [IF TENANT DOES NOT REIMBURSE LANDLORD FOR INSURANCE: Tenant pays all liability and real estate insurance premium directly.] Insurance premiums for 20__ were \$_____ and \$_____ respectively.

(e) [IF REIMBURSED THROUGH LANDLORD] The aggregate amount paid by Tenant for utilities for 20__ was \$_____.

(f) [IF SALES TAX IS PAID ON RENT] The current [monthly/quarterly/annual] sales tax on rent is \$_____ payable [monthly/quarterly/annually].

(g) [IF PERCENTAGE RENT] Percentage rent is payable based on the following formula: [the amount, if any, by which _____ percent (____%) of Tenant's gross sales made from the premises in each fiscal year of Tenant during the term of the Lease exceeds the minimum guaranteed annual rental.]

(h) As of the date of this Certificate, monthly rent and all other amounts due and payable by Assignor to Landlord under the Lease are paid in full through _____, and no other amounts are due and payable to Landlord under the Lease, except as follows: _____.

(i) The next occurring rent payment is due on _____.

5. **Security Deposit.** [IF SECURITY DEPOSIT] Landlord currently holds a security deposit in the amount of \$_____, as security for the payment and performance of Assignor's obligations under the Lease. [IF NO SECURITY DEPOSIT: No security deposit is held by Landlord.]

6. **Default by Assignor.** Landlord has no actual knowledge of:

(a) any default by Assignor under any of the terms, covenants or conditions of the Lease to be observed or performed by Assignor;

(b) any event which has occurred and which with the passage of time or the giving of notice, or both, would constitute a default by Assignor under the Lease or would permit termination, modification or acceleration under the Lease; and

(c) any construction-related obligation under the Lease that required either the performance or payment of money which Assignor failed to fulfill, except as follows: _____
_____.

7. **Default by Landlord.** Landlord has:

- (a) performed all obligations required to be performed by Landlord under the Lease;
- (b) committed no default, which remains uncured under any of the terms, covenants or conditions of the Lease to be observed or performed on the part of Landlord; and
- (c) no knowledge of any event which has occurred and which with the passage of time or the giving of notice, or both, would constitute a default by Landlord under the Lease, except as follows: _____.

8. **Right of First Refusal.** Assignor does not have an option or right of first refusal to purchase the Premises or the Land, except as follows: _____.

9. **No Assignment.** Landlord has not assigned, whether outright or by collateral assignment, all or any portion of its rights under the Lease, except as follows (please include the name, address and, if known, contact person for any such assignee): _____.

10. **Notices.** Tenant should send rent payments and all notices due under the Lease to Landlord at the following address: _____.

11. **No Action.** Landlord has not commenced, and has no actual knowledge that Assignor has commenced, any action or has given or received any notice for the purpose of terminating the Lease.

12. **No Condemnation Notice.** Landlord has not received any notice of any condemnation proceeding or eminent domain proceeding affecting the Premises or the Lease [or the shopping center] in which the Premises are located.

13. **Consent.** [IF CONSENT IS REQUIRED] To the extent that Landlord's consent is required under the Lease, Landlord hereby consents to the assignment of Assignor's interest in the Lease to Assignee, and agrees that the execution of the Assignment by Assignor and Assignee will not constitute a default under the Lease.

14. **Miscellaneous.** This Certificate shall be binding upon Landlord and inure to the benefit of the Assignor and Assignee hereto and their respective heirs, representatives, successors, and assigns. This Certificate is made and entered into under, and shall be construed according to the laws of the State in which the Premises is located. This Certificate may not be amended except by a written instrument signed by Landlord, Assignor and Assignee.

LANDLORD:

By: _____

Name: _____

Its: _____

Address: _____

LEASE AGREEMENT

This lease is entered into by and between ThomKas, LLC, a Nebraska Limited Liability Company, hereinafter referred to as "Lessor," and Fresh Foods York, Inc., a Nebraska corporation, hereinafter referred to as "Lessee." The parties agree as follows:

ARTICLE I

Lessor has leased and hereby leases to Lessee the premises located at Fourth Street and Lincoln Avenue in York, Nebraska, and legally described as:

Lots 1 through 15, inclusive, in Block 78, Original City of York, York County, Nebraska (Hereinafter referred to as "the leased premises").

for a term of commencing May 1, 2023, and ending at midnight December 31, 2029. Lessee shall use the leased premises for the operation of (1) a supermarket, grocery and meat establishment, (2) any lawful business carried on by Lessee in connection therewith, and (3) a parking facility for convenience of employees and patrons. The leased premises shall not be used for any other purpose without the written consent of the Lessor.

ARTICLE II

Rents

A. Rent. Lessee shall pay Lessor rent in the amount of Eight Thousand Three Hundred Thirty-Three Dollars and 33/100ths (\$8,333.33) per month payable in advance as of the first day of each successive calendar month.

B. As part of and in addition to the rents, Lessee shall pay and satisfy prior to delinquency the general real estate taxes levied and assessed upon the leased premises and payable commencing January 1, 2023 and annually thereafter during the leased term, prorated for any partial year of lessee's occupancy.

ARTICLE III

Utility Charges, Insurance and Repairs

Lessee shall pay from time to time as the same become due all water, gas, electric power or other utility charges incurred at or charged to or in connection with the leased premises, and shall save the leased premises and Lessor harmless therefrom. Lessee, at its expense, shall make all ordinary repairs reasonably required in and to the interior of the building on said premises and to the equipment located therein, including plate and window glass, wiring, plumbing, air conditioning

equipment, heating equipment, refrigeration equipment, and automatic doors, but not including structural repairs, and shall perform at its expense, any repainting and redecoration of the interior of said building. In addition, Lessee, at its expense, shall make all replacements of plate and window glass, wiring, plumbing and automatic doors reasonably required in the interior of said building and shall make any repairs or replacements of advertising signs or devices which they may erect on the leased premises. However, it is not the intention of the parties hereto that the foregoing repairs, repainting, redecoration, or replacements be made by Lessee, and Lessee shall have no responsibility to do so, when the same are occasioned by fire, windstorm, act of God, or other casualty, or are covered by fire and extended coverage insurance policies carried by Lessor.

Lessor shall make all structural repairs reasonably necessary, exterior and interior, and keep the exterior of the building on the leased premises in good repair, including the exterior walls and structural portions of said building, the parking area, the roof the downspouts and utilities beyond the exterior walls of said building, and make all replacements of heating and air conditioning equipment unless said repairs or replacements are not covered by said insurance policies carried by Lessor and are made necessary by intentional or negligent acts of the Lessee, its agents or employees, in which latter event the Lessee shall make such repairs or replacements at its expense. Lessor shall not be liable for any damage to Lessee's property resulting from bursting or leaking of any pipe or from water, snow or ice being upon or coming through the roof or walls, unless such damage was due to Lessor's not exercising reasonable diligence in accomplishing repairs or replacements required of it in the preceding sentence after receipt of written notice from Lessee of the necessity for any such repair or replacement.

The Lessee shall maintain and keep in force public liability insurance covering all parts of the leased premises, the policy limits of which shall be a minimum of One Million Dollars (\$1,000,000.00). Lessee shall also maintain and keep in force Workmen's Compensation insurance coverage. Lessee shall furnish satisfactory proof to Lessor of the existence and continuance in force of such policies from time to time as Lessor may request.

At the end of the term of this lease, or any extension thereof, Lessee agrees to deliver possession of the leased premises to Lessor in as good condition as they were in at the beginning of the term, reasonable wear and tear and damage by fire, windstorm, act of God, or other casualty excepted.

ARTICLE IV Compliance with Laws

Lessee shall keep the premises and operate its businesses thereon in a manner which shall be in compliance with all laws, rules, regulations and ordinances of city, county, state and federal government applicable to its use and occupancy of the leased premises and will not suffer or permit the premises to be used for any unlawful purpose. Lessee shall keep the leased premises and all sidewalks, parking facility and approaches thereto reasonable free and clear of ice, snow, litter and all other matter which may be unsightly or dangerous to the public.

ARTICLE V
Alterations, Assignments,
Signs and Lien

Lessee shall not make any structural alterations, additions or improvements in or to the leased premises without the written consent of the Lessor first obtained and all such additions, fixtures or improvements which may be made by the Lessee to the leased premises, except movable office furniture and trade fixtures, shall remain and be surrendered with the premises as part thereof at the termination of the lease by lapse of time or otherwise. It is further agreed that all goods, chattels, equipment, fixtures and other personal property belonging to the Lessee which are or may be put into the leased premises during the term whether exempt or not from sale under execution and attachment under the laws of the State of Nebraska, shall at all times be bound with a first lien in favor of the Lessor and shall be chargeable for all rent hereunder and the fulfillment of the other covenants and agreements herein contained; provided, however, that this provision shall not prevent Lessee from purchasing any such goods, equipment, fixtures, and other personal property and subjecting same to conditional sale or money purchase liens in connection with such purchases, and the lien herein granted to Lessor shall be subject to any such conditional sale or purchase money lien.

Lessee shall not erect or display any advertising sign or device on the exterior of said premises without the prior written consent of the Lessor, but such consent shall not be arbitrarily or unreasonably withheld.

Lessee may not assign this lease without the prior written consent of Lessor, except that such consent shall not be arbitrarily or unreasonably withheld. In the event of any such sub-letting or assignment Lessee shall remain responsible for the performance of all covenants and provisions required of Lessee to be performed under this lease.

ARTICLE VI
Damage by Fire and Other Casualty

In the event that the leased premises or any part thereof shall at any time be destroyed or damaged by fire or other casualty, so that the same shall be unfit for use or occupancy, then the rental reserved hereunder, or a fair and just proportion thereof, according to the nature and extent of the loss of use and occupancy of the leased premises for the purposes for which the same are leased, shall be suspended and cease to be payable, and such suspension of rental shall continue until said premises shall be rebuilt or made fit for such use and occupancy.

If the damage to the leased premises or the building thereon is such as to prevent its use and occupancy for the purposes herein leased, Lessor, at its option, may rebuild same by giving Lessee notice in writing within twenty (20) days after the occurrence of such damage, and Lessee shall have the option to require Lessor to forthwith rebuild same by giving Lessor notice in writing within thirty (30) days after the occurrence of such damage, and when so rebuilt, the occupancy of the Lessee shall be upon the same terms and conditions, including but not limited to the rental provisions,

herein contained, except that the basic term of this lease shall be extended for a period of ten (10) years from the date of the completion of such rebuilding. In the event Lessor does not exercise its option to have the building rebuilt, this lease shall terminate as of the date of the occurrence of such damage and neither party shall be further bound thereunder as to performance of its terms and conditions after such date of termination.

The new building and parking facility that results from any such rebuilding shall have total floor area and parking area at least equal to that in the damaged building and parking area just prior to such damage or destruction and the condition and quality of the new building and parking area shall be as near as reasonably possible to the condition and quality of the damaged building and parking area just prior to such damage or destruction.

Lessor shall keep the building and other improvements on the leased premises insured against loss or damage by fire and extended coverage for at least eighty percent (80%) of the insurable value thereof and shall furnish Lessee satisfactory proof of the existence and continuance in force of such insurance from time to time as Lessee may request

ARTICLE VII
Eminent Domain

Should a part of the leased premises be taken by public authority pursuant to the power of Eminent Domain, which taking fails to render the premises remaining unfit for Lessee's use and occupancy for the purposes for which the same have been herein leased, then a proportionate abatement of rental shall be allowed from the date of such taking. In the event that the entire leased premises shall be taken by Eminent Domain or the part taken shall render the remainder unfit for Lessee's use and occupancy, then this lease shall terminate from the date of such taking and minimum and percentage rent shall be satisfied to that date with a proportionate refund by Lessor of such rental as shall have been paid in advance. There shall be an equitable distribution by the parties hereto of all damages awarded incident to or by reason of any taking under the power of Eminent Domain.

ARTICLE VIII
Lessor's Entry

Lessor, its agents or representatives, shall have the right to enter the leased premises at reasonable times, to examine the same or to make such repairs, additions or alterations as Lessor may reasonable see fit for the safety, improvement or preservation thereof, except that Lessor shall cooperate with Lessee so that such repairs, alterations or additions shall not unreasonably interfere with Lessee's business operations.

ARTICLE IX
Lessee's Default - Bankruptcy

Should default be made by Lessee in the payment of the rental herein reserved, or any party thereof, or should Lessee make default in the performing, fulfilling, keeping or observing of any of Lessee's other covenants, conditions, provisions and agreements herein contained (and Lessee is not remedied such default in performance within thirty (30) days after written notice from Lessor of such default), or should a petition in bankruptcy be filed by Lessee, or should the Lessee be adjudged bankrupt or insolvent by any court, or should a Trustee or receiver in bankruptcy or a receiver of any property of the Lessee be appointed in any suit or proceeding by or against the Lessee, or should the leased premises become vacant or abandoned, or should the leasehold interest of Lessee be levied on under execution, then in any of such events, the Lessor may, at Lessor's option, at once declare this lease terminated, and the Lessor may re-enter said premises without any further notice or demand and hold and enjoy the same thenceforth as if these presents had not been made, without prejudice, however, to any right of action or remedy of Lessor, either at law or in equity, in respect to any breach by the Lessee of the covenants contained herein.

ARTICLE X
Non-Waiver

The waiver by either of the parties hereto of any breach of a term, condition or provision of this lease shall not be deemed to be a waiver of any subsequent breach of such term, covenant or condition, or of any other term, covenant or condition of the lease.

ARTICLE XI
Mutual Waiver of Subrogation

In the event of damage or destruction in whole or in part of the property belonging to the Lessee on the leased premises, notwithstanding the fact that such damage or destruction results from the negligence of the Lessor or Lessor's agents, employees, invitees or otherwise, Lessor shall not be liable for or responsible to any insurer or insurers of Lessee for and in respect of any such damage or destruction and Lessee hereby specifically waives any and all rights of subrogation which Lessee's insurer or insurers may have against Lessor for any such loss, damage or destruction and Lessee will cause such insurer or insurers to attach endorsements to its policies so providing. Likewise, should the building or other improvements on the leased premises be destroyed or damaged in whole or in part, notwithstanding the fact that such damage or destruction results from the negligence of Lessee or any of Lessee's agents, employees, invitees or otherwise, Lessee shall not be liable for or responsible to any insurer or insurers of Lessor for and in respect of any such damage or destruction, and Lessor waives any and all rights of subrogation which Lessor's insurer or insurers may have against Lessee for any such loss, damage or destruction and Lessor will cause such insurer or insurers to attach endorsements to its policies so providing.

ARTICLE XII
Quiet Enjoyment and Lessor's Default

Lessor covenants that Lessee shall have and enjoy the quiet and peaceable possession of the leased premises. In this connection, Lessor agrees to warrant and defend the title to said premises and satisfy and discharge as they become due all valid assessments, charges, mortgages and taxes, which may exist or be payable for, on or against, or in respect to the leased premises, and upon Lessor's default therein, Lessee, at its option, without any duty so to do, may pay, redeem, satisfy or discharge any such assessment, charge, mortgage or tax, and thereupon be subrogated to the rights of the holder thereof, and in addition thereto, may apply the rentals accruing hereunder towards satisfying and reimbursing Lessee for any such payments advanced.

If Lessor defaults in performing, fulfilling, keeping or observing of any of Lessor's other covenants, conditions, provisions and agreements contained in this lease and any such default continues for thirty (30) days after written notice thereof from Lessee to Lessor, Lessee, in addition to all other remedies now or hereafter provided by law, may at its election remedy such default and in the event such remedying requires the payment of any funds shall have the same rights of subrogation and application against rentals as are provided in the next preceding paragraph.

ARTICLE XIII
Charges Added to Rent

In the event of the failure of Lessee to perform any of the covenants, agreements or conditions herein contained, Lessor shall have the right, without any duty so to do, to pay any sum of money or incur any expense which should have been paid or incurred by Lessee in performance of any such covenant, agreement or condition, and the sum or sums so paid shall be added to the minimum monthly rental installment next falling due and shall be collectible as additional rental in the same manner and with the same remedies as if the same had been originally reserved.

ARTICLE XIV
Holding Over

It is expressly agreed and understood that any holding over or continued use and occupancy by Lessee of the leased premises after the expiration of this lease, or any extension thereof, shall operate and be construed as a tenancy from month to month, under the same terms and conditions in force at the date of such expiration.

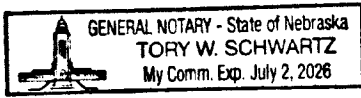
ARTICLE XV
Notices

All notices required or permitted under this lease shall be deemed given if delivered or mailed to Lessor at its address of 16 Quail Cove West, York, NE 68467 or to Lessee at the address of the leased premises if given or mailed to Lessee, or at any other address either party shall subsequently designate to the other in writing.

STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

Before me, this 28 day of March, 2023, a Notary Public duly qualified and residing in said County and State, personally appeared Ben Dishman, known to be the President of Fresh Foods York, Inc., a Nebraska Corporation, and the person who executed the above lease agreement as such officer, and acknowledged that his execution thereof had been duly authorized by the Board of Directors of said corporation and was his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my signature and Notarial Seal on the day and year next above written.



Tory W. Schwartz
Notary Public

My commission expires 7-2-26.


ARTICLE XVI
Parties Bound

The covenants, terms and conditions herein contained shall be binding on and insure to the benefit of the respective heirs, executors, administrators, and successors and assigns of both parties hereto.

IN WITNESS WHEREOF, we have hereunto affixed our signatures as of the dates so noted on Notary Page which follows.

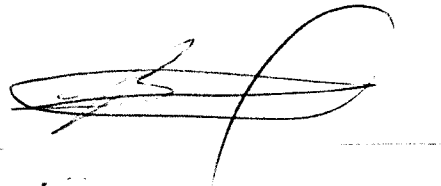
ThomKas, LLC, a Nebraska Limited Liability Company

By:


Warren Thomas, Manager

Fresh Foods York, INC.
A Nebraska Corporation.

By:



RIVERSTONE BANK

APPROVAL TERMS AND CONDITIONS

BORROWER/GUARANTORS	Fresh Foods York, Inc. or other TBD entity Ben Dishman Kerri Dishman
MAX LOAN AMOUNT:	\$2,800,000 or 80% of the purchase price, whichever is less. Subject to the terms and conditions below.
RATE:	7.5% Fixed for 5 years, then adjusting to Wall Street Journal Prime +.5% fixed for the last 5 years. Floor of 7.5%
TERM:	10 Years
AMORTIZATION	10 Years
PAYMENT:	Monthly principal and interest
ORIGINATION FEE:	.5%
COLLATERAL:	UCC filing on all business assets, including but not limited to all accounts, furniture, fixtures, equipment, inventory, accounts receivables, chattel paper, etc. Cross collateralized with Fresh Foods Sterling loan.
CLOSING COSTS:	Borrower to pay all 3 rd party closing costs.
CONDITIONS TO CLOSE:	Receipt of all executed business organizational documents, including EIN letter for the business to be created. Seller agrees to execute a "Landlord Waiver", or any document necessary subordinating any interest in the business assets. Review and receipt of an executed lease with a minimum 10-year term. Review and receipt of executed purchase agreement to verify purchase price and maximum loan amount.

Talmage, NE
402.478.2777
Syracuse, NE
402.799.1234

Eagle, NE
402.799.1234
Gering, NE
402.478.2777

www.bankriverstone.com
Scottsbluff, NE
402.478.2777
Member
FDIC 

Laramie, WY
307.761.2222
Cheyenne, WY
307.761.2222

Cheyenne - East, WY
307.761.2222
Colorado Springs, CO
719.575.1234



RIVERSTONE BANK

Riverstone Bank is pleased to have approved you under the terms and conditions outlined above. If these terms are acceptable to you, please sign, date, and return to me by March 20th, 2023. This loan must close by April 28th, 2023. By signing and returning this approval, borrowers agree they are responsible for all costs incurred by the bank if for any reason the loan does not close.

Respectfully,

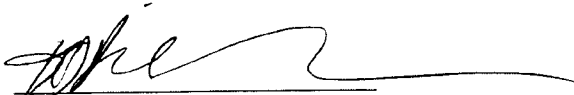


Doug Couse
Nebraska Market President
Riverstone Bank

Agreed and acknowledged this ____ day of March 2023.



Ben Dishman individually and in
his capacity of Fresh Foods
York, Inc./TBD



Kerri Dishman individually and in
her capacity of Fresh Foods
York, Inc./TBD

Talmage, NE

402-734-1272

Syracuse, NE

402-734-1272

Eagle, NE

402-791-0211

Gering, NE

402-436-5011

www.bankriverstone.com

Scottsbluff, NE

402-632-4158



Laramie, WY

307-721-2111

Cheyenne, WY

307-775-6500

Cheyenne - East, WY

307-775-6501

Colorado Springs, CO

719-475-1776



City of York Police Department

315 North Grant Ave.
York, Nebraska 68467

April 24, 2023

Re: Liquor License Applicant – Ben Dishman, Kerri Dishman

Mayor Redfern,

I checked our local records and found no contacts with Ben or Kerri Dishman. I know from experience living and working in Gering (where they have maintained a Fresh Foods Store for more than 10 years) that the Dishmans maintain multiple stores in multiple states. I could not find any publicly available records of alcohol license related issues, and feel it would be highly unlikely that the Dishmans would jeopardize existing relationships or business licenses by exhibiting irresponsible behavior in York.

I have no challenges to their application for a liquor license.

Respectfully,

A handwritten signature in blue ink, appearing to read "Edward Tjaden".

Edward Tjaden
Chief of Police



All Traffic Solutions Inc.
 14201 Sullyfield Circle,
 Ste 300
 Chantilly, VA 20151
 Phone: 814-237-9005
 Fax: 814-237-9006
 DUNS #: 001225114
 Tax ID: 25-1887906
 CAGE Code: 34FQ5

QUOTE Q-76414

DATE: 04/27/2023

PAGE NO: 1

Mail Purchase Orders to:

3100 Research Dr.
 State College, PA
 16801

Questions contact:
MANUFACTURER:
All Traffic Solutions

Michael Current
 X
 mcurrent@alltrafficsolutions.com

Independent Sales Rep:

Contract:
Sourcewell 090122-ATS
 Sourcewell Account #:
84195

BILL TO:

City of York
 NE

SHIP TO:

City of York
 Attn: James Paul

Billing Contact:

PAYMENT TERMS:
 Net 30

CUSTOMER: City of York

CONTACT:4023632604

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000745	SpeedAlert 24 Radar Message Sign (RMS); base unit (select mount separately)	2	\$9,307.15	\$18,614.30
4000838	Solar panel, 90W: includes bracket for ATS-5 trailer and harness	2	\$987.00	\$1,974.00
4001626	VZW communications prep	2	\$0.00	\$0.00
4100557	hrns, Power cord, iA w/ quick connects for trailer	2	\$60.00	\$120.00
4001622	ATS-5 Trailer for IA/SA24 includes: 470Ah Batteries & Trailer Certificate of Origin	2	\$5,407.00	\$10,814.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Message Suite)	2	\$0.00	\$0.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	2	\$1,500.00	\$3,000.00
4001299	3 Year Warranty	2	\$0.00	\$0.00
4000641	Shipping and Handling Common Carrier	2	\$1,458.00	\$2,916.00
4001190	Discount - New Purchase	1	(\$3,930.99)	(\$3,930.99)

Special Notes:

SALES AMOUNT:

\$33,507.31

**TOTAL
USD:**

\$33,507.31

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below, I indicate that my organization does not require a purchase order and I am authorized to commit my organization to this order.

Signature: _____ Date: _____

Print Name: _____ Title: _____