

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS Z, L & CK LIQUOR LICENSE FOR NEBRASKA BEVERAGE PARTNERS, LLC DBA BRICKWAY BREWING & DISTILLING IN LA VISTA, NEBRASKA.

WHEREAS, Nebraska Beverage Partners, LLC dba Brickway Brewing & Distilling, 11941 Centennial Road, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class Z, L & CK Liquor License; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class Z, L & CK Liquor License submitted by Nebraska Beverage Partners, LLC dba Brickway Brewing & Distilling, 11941 Centennial Road, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 5TH DAY OF JULY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



**LA VISTA POLICE DEPARTMENT
INTER-DEPARTMENT MEMO**

TO: Pam Buethe, City Clerk

FROM: Acting Chief Captain D. J. Barcal

DATE: June 21, 2023

RE: Local Background Check– Brickway Brewing & Distilling

The La Vista Police Department has reviewed the Nebraska Liquor Control Commission Documents completed by the applicant and conducted a check of local records relating to the Manager Application for Jerome Z. Triemert. No criminal record was located.

As with all Nebraska Retail Liquor Licenses, I am asking the applicant strictly conform to Nebraska Liquor Commission rules and regulations under Section 53-131.01, Nebraska Liquor Control Act.

APPLICATION FOR LIQUOR LICENSE CHECKLIST MICRODISTILLERY

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: Z

License Number:

125826

RECEIVED

JUN 15 2023

NEBRASKA LIQUOR
CONTROL COMMISSION

Office Use Only

NEW / REPLACING

TOP: Yes No

Hot List: Yes No

Initial: CP

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 Zac Triemert Nebraska Beverage Partners LLC

TRADE (DBA) NAME Brickway Brewing & Distilling Satellite Location

PREVIOUS TRADE (DBA) NAME Cut Spke Distillery

CONTACT NAME AND PHONE NUMBER Zac Triemert 402-213-5903

CONTACT EMAIL ADDRESS zac@drinkbrickway.com

OFFICE USE ONLY	
PAYMENT TYPE	<u>Payport</u>
AMOUNT	<u>\$1650.00</u>
RECEIVED	<u>6/15/23</u>
DATE DEPOSITED	



2300006075

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST BREWERY (BREW PUB)**

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: L

License Number:

125825

RECEIVED

JUN 15 2023

NEBRASKA LIQUOR
CONTROL COMMISSION

Office Use Only

NEW REPLACING

106684

TOP Yes / No

Hot List: Yes / No

Initial: CA

PLEASE READ CAREFULLY:

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Zac Triemert

APPLICANT NAME _____

TRADE (DBA) NAME **Brickway Brewing & Distilling Satellite Location** _____

PREVIOUS TRADE (DBA) NAME _____

CONTACT NAME AND PHONE NUMBER **Zac Triemert 402-213-5903** _____

CONTACT EMAIL ADDRESS **zac@drinkbrickway.com** _____

Office use only

PAYMENT TYPE

PayPort

AMOUNT

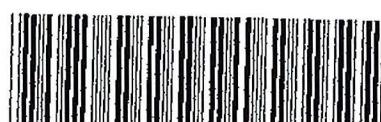
\$1050.00

RCPT

RECEIVED

6/15/23

DATE DEPOSITED



2300006077

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: CK

License Number:

125824

RECEIVED

JUN 15 2023

NEBRASKA LIQUOR
CONTROL COMMISSION

Office Use Only

NEW / REPLACING _____

TOP Yes No

Hot List Yes / No

Initial: CK

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 Zac Triemert Nebraska Beverage Partners LLC

TRADE (DBA) NAME Brickway Brewing & Distilling Satellite Location

PREVIOUS TRADE (DBA) NAME Lucky Bucket Brewing & Cut Spike Distillery

CONTACT NAME AND PHONE NUMBER Zac Triemert 402-213-5903

CONTACT EMAIL ADDRESS zac@drinkbrickway.com

Adding Class CK to Class L & 2

<small>Office Use Only</small>	
PAYMENT TYPE	<u>Payport</u>
AMOUNT	<u>\$500.</u> <small>RCPT</small>
RECEIVED:	
DATE DEPOSITED	


2300006074

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

Term of license runs from May 1 – April 30

Catering license (K) expires same as farm winery license

Class Z Microdistillery Application fee \$400 plus licensee fee \$250
Total \$650 (Check made payable to Nebraska Liquor Control Commission)

Do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES NO X

Class K Catering license (Submit Form 106)
 Copy of application filed with TTB for Federal Basic Permit
 Alcoholic Liquor Tax Bond minimum of \$1,000 (Submit Form 115)

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 (Form 104)
 Partnership License (Form 105)
 Corporate License (Form 101 & Form 103)
 Limited Liability Company (LLC) (Form 102 & Form 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)Name Vanessa Silke Phone Number: 402-636-8266Firm Name Baird Holm LLPEmail address: vsilke@bairdholm.comShould we contact you with any questions on the application? YES X NO

PREMISES INFORMATIONTrade Name (doing business as) Brickway Brewing & Distilling Satellite LocationStreet Address 11941 Centennial Rd Ste 1City La Vista, County Sarpy Zip Code 68128 - 5623Premises Telephone number 402-213-5903Business e-mail address Zac@drinkbrickway.comIs this location inside the city/village corporate limits: YES NO **MAILING ADDRESS (where you want to receive mail from the Commission)**Name Zac TriemertStreet Address 1116 Jackson StreetCity Omaha State NE Zip Code 68102 - 2825**DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED**

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

DO NOT SEND BLUEPRINTS, ARCHITECH OR CONSTRUCTION DRAWINGS

PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH

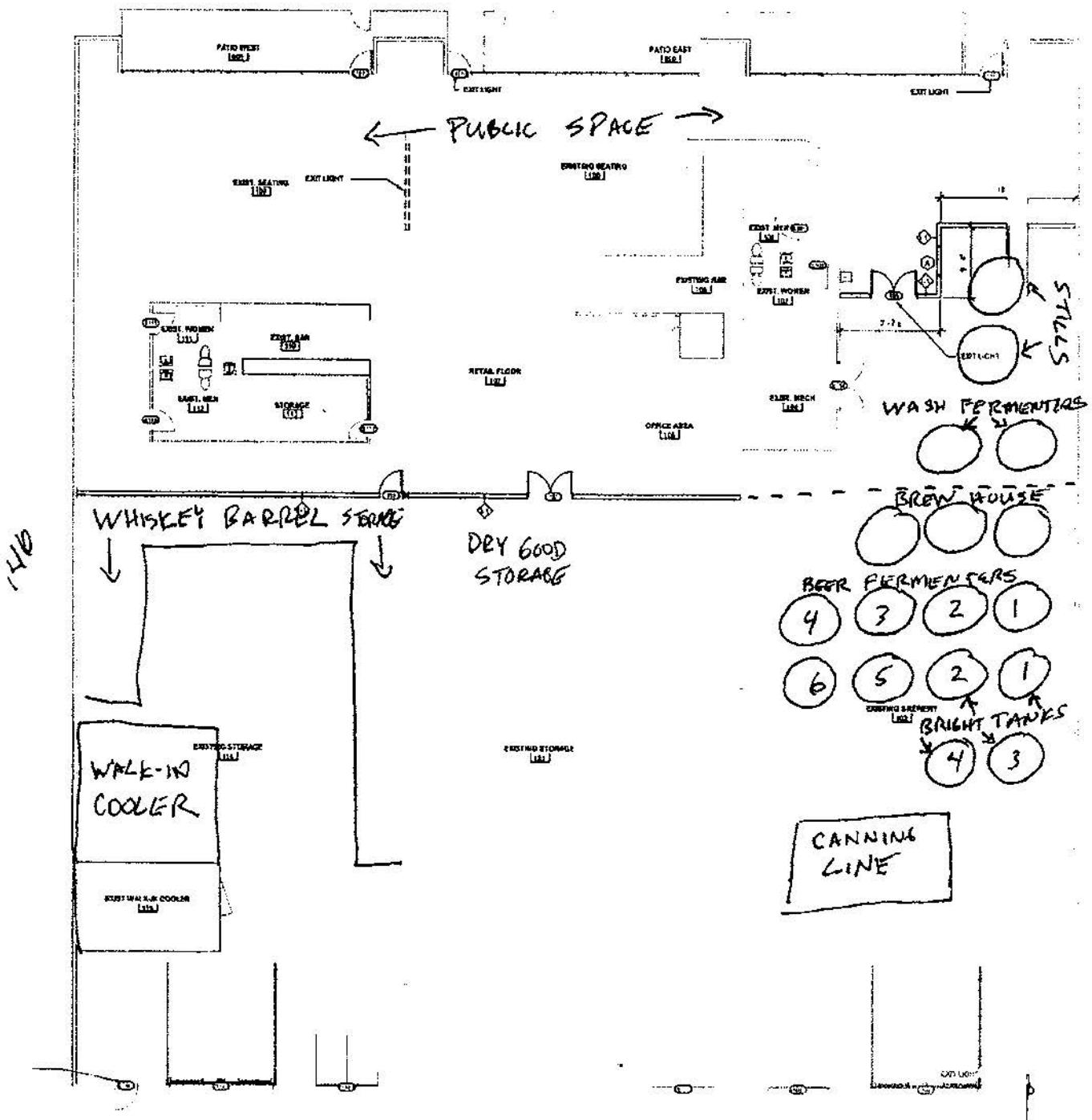
Building length see attached x width 126 in feetIs there a basement? Yes No If yes, length x width in feetIs there an outdoor area? Yes No If yes, length see attached x width in feet

*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**

See attached

124



APPLICANT INFORMATION

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

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

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

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Jerome Z Triemert	12/1997	Minneapolis MN	DUI	Y

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

YES _____ NO

Lucky Bucket/Cut Spike 106684; 106685

If yes, provide business name and license number _____

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

YES _____ NO

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

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

YES _____ NO

If yes

- a) Attach temporary operating permit (TOP) (Form 125)
- a) Submit a copy of the business purchase agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

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

YES NO

If yes, list the lender(s) **Investors - see list**

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)

Investors (see list); landlord (see lease)

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.

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.

Brickway Brewing & Distilling Co - 105585, 105586, 105561

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)
Zac Triemert		will be updated prior to license issuance

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Zac Triemert	2013-present	Brickway Brewing & Distilling Co Omaha, NE

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

Lease: expiration date _____
 Deed
 Purchase Agreement

14. When do you intend to open for business? As soon as TOP is approved

15. What will be the main nature of business? Distillery and Brewing with retail sales (on and off-sale)

16. What are the anticipated hours of operation? as allowed by statute and local ordinances

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Zac Triemert	2010	present	Jenny Jessen	2010	present

If necessary, attach a separate sheet

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

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

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

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

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

Signature of **APPLICANT**

J. Zac TRICEMER

Printed Name of **APPLICANT**

Signature of **SPOUSE**

Jennifer Jesser

Printed Name of **SPOUSE**

Signature of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **APPLICANT**

Printed Name of **SPOUSE**

ALCOHOLIC LIQUOR TAX BOND

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

KNOW ALL MEN BY THESE PRESENTS:

That we, Nebraska Beverage Partners LLC of the County of Douglas, State of Nebraska as Principal of Auto-Owners Insurance Company, and duly licensed to transact the business of surety insurance in the State of Nebraska, as Surety, are held and firmly bound unto the State of Nebraska, and the City (Village) of La Vista in Sarpy County, Nebraska, and the Nebraska Liquor Control Commission and each of them jointly or severally, in the penal sum of Two Thousand Five Hundred DOLLARS (\$ 2500) for the payment of which, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally and firmly by these presents.

The condition of this obligation is such that,

WHEREAS, the said Nebraska Beverage Partners LLC has made application under the Nebraska Liquor Control Commission Act for the following license(s) check each that apply:

Class L-Craft Brewery Class W-Wholesale Beer Class V-Manufacturer (beer, wine, spirits)
 Class Y-Farm Winery Class X-Wholesale Liquor Class Z-Micro Distillery

NOW, THEREFORE, upon application for such license and continuing after the issuance of the same to the said principal above named, if the said principal hereinabove named shall faithfully perform all the terms and conditions of said license(s), and shall promptly account for and pay to the proper authorities all lawful taxes, fees, assessments that have accrued during the term of said license or licenses, and all fines, penalties and costs which shall become due from or shall be levied, charges or adjudged against said principal on account of defaults occurring during the entire effective period of this bond, under the provisions of said Act by said Commission, or any court or other lawful authority; and shall truly and faithfully comply as such licensee with all of the provisions of said Act of the Legislature and all future Nebraska Liquor Control laws which may be enacted during the term of such license or licenses, and shall truly and faithfully comply with all lawful rules and regulations of said Commission, and said City (Village) during the term of said license or licenses, then this obligation shall be null and void.

OTHERWISE, to be and remain in full force and effect;

This Bond shall run concurrently with the term of said license or licenses granted to the principal, and shall remain in full force and effect for any renewal thereof, provided, however, that the penalty of the Bond may not be cumulative from year to year, and the total aggregate liability of the surety shall not exceed \$ 2500, regardless of the number of claims made under this Bond and the number of years this Bond remain in effect.

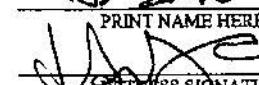
The surety may cancel this Bond by providing 60 days prior written notice of such cancellation to the Nebraska Liquor Control Commission, but the surety providing such notice shall not be discharged from any liability already accrued under this Bond or which shall accrue under this Bond before expiration of said 60 day period. Upon cancellation of this Bond, the surety shall be relieved of liability accruing after the effective date of cancellation, and the rights of the principal under such license, as is supported by said Bond, shall be cancelled and terminated on the date specified, unless the principal provides a sufficient replacement Bond.

This Bond shall be effective during all proceedings involving the application for license under the Nebraska Liquor Control Act for Alcoholic Liquor and/or Beer license and upon issuance of said license this Bond shall continue until cancelled as set forth hereinabove.

This Bond has been given Bond number 66410371.

PRINCIPAL

IN TESTIMONY, WHEREOF, said PRINCIPAL has hereunto subscribed his or their names or has caused this instrument to be signed by its duly authorized officer this date: June 16 A.D. 20 23


SIGNATURE
ZAC TRENNERY
PRINT NAME HERE

WITNESS SIGNATURE
Darcy D. Watson
PRINT NAME HERE

SURETY COMPANY

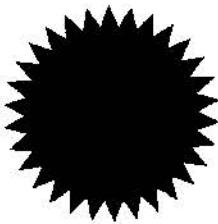
IN TESTIMONY, WHEREOF, said SURETY has caused this instrument to be signed by its duly authorized office and its corporate seal to be hereunto affixed this date:

June 16 A.D. 20 23


SIGNATURE of Attorney-in-Fact FOR Surety Company
Darcy D. Watson
PRINT NAME HERE
Auto Owners Insurance Company
SURETY COMPANY NAME
6101 Anacapri Boulevard Lansing MI 48917
SURETY COMPANY MAILING ADDRESS
800-346-0346
SURETY COMPANY AREA CODE AND PHONE NUMBER
402-592-2804
INSURANCE PRODUCER'S AREA CODE AND PHONE NUMBER

NOTICE

Bond will not be accepted unless properly signed by applicant, whose signature shall be witnessed. It is also necessary that all Bonds be signed by an official or agent of the Bonding Company who holds and unexpired power-of-attorney from the Bonding Company and unexpired Nebraska liquor license as insurance producer for said company. An additional requirement is attachment of the seal of the Bonding Company and, if applicant is a corporation, their seal should also be attached.



DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. 66410371

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Darcy D Watson

Its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of February, 2020.

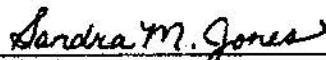

Andrea Lindemeyer

Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 1st day of February, 2020, before me personally came Andrea Lindemeyer, to me known, who being duly sworn, did depose and say that they are Andrea Lindemeyer, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires July 16th, 2025


Sandra M. Jones

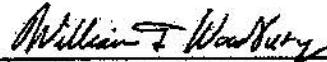
Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 16th day of June, 2023.




William F. Woodbury, First Vice President, Secretary and General Counsel

Industry Member Information

Report Date: 6/15/2023 2:57:52PM

Original Application 06/15/2023
Submitted Date

Original Application Tracking Number 2023-DSPBI-00301-O
Application Type Application for Distilled Spirit Plant (Beverage and Industrial)
Application Status Review in Process
EIN 93-1568329
Company Name Nebraska Beverage Partners, LLC
Premises Address 11941 CENTENNIAL RD STE 1,2,3
LA VISTA, NE 68128
Premise Contact Name
Premise Phone Number

Application Contact

Full Name Aaron Funk
Business Name
Address/City/State/Zip 1173 Wonder Ln
Marietta GA 30062
Phone/Fax 402-730-8918--
Email afunk2@msn.com

Mailing Address

Full Name Zac Triemert
Business Name Brickway Brewing & Distilling
Address/City/State/Zip 1116 Jackson Street
Omaha NE 68104
Phone/Fax 402-213-5903--
Email zac@drinkbrickway.com

DBA/OPERATING NAME

Doing Business As / Operating Name Brickway Brewing & Distilling

By checking this box I certify that the Doing Business As / Operating Name listed above has been registered with my county or state, if applicable CHECKED

DECLARE AND ACKNOWLEDGE

I declare under penalties of perjury under the laws of the United States of America, that I have examined this application, including accompanying statements, and to the best of my knowledge and belief, it is true, correct, and complete.

CHECKED

Declaration Date

06/15/2023

DSP BEVERAGE OPERATION INFO

Distiller

CHECKED

Provide the total proof gallons of spirits that can be produced daily

50

Describe the step by step production procedure used to produce spirits from an original source. Begin with the treating, mashing, or fermenting of the raw materials and continue through each step of the distilling, purifying and refining process, until production is complete

1000 pounds of malted barley will be cracked in a roller mill and conveyed to a 15 BBL (465 gallon) mash tun. Hot water will be mixed with the malted barley and they will stand for a hour. The liquid wash will be lautered from the spent grain and transferred to the brew kettle. The wash will be boiled for 30 minutes. The wash will then be cooled and transferred to fermentation vessel and yeast added. Fermentation will take place at 72 degrees F over 7 days. The fermented wash will be 8-10% alcohol and transferred to the 550 gallon wash still. The wash still will distill over 6 hours and yield around 150 gallons of low wines. The low wines (about 25% abv) will be mixed with head and tails from a previous batch and put into the 300 gallon spirit still. In the second distillation, the heart will be collected and put in to a oak cask for storage. It will yield about 50 gallons of 60-65% abv final spirit.

DSP INFORMATION

Describe each tract of land that makes up the distillery by using directions and distances. Please describe the land only

The building is located at the Northwest corner of 120th Street (N-S) and Centennial Road (E-W) on 3.52 acres of land.

Provide the dimensions (size) of the bonded premises

The building is a multi-unit property with 6 suites, of which the brewery premises occupy the NW 3 suites, approximately 18,374 (126 feet by 146 feet) of the available 36,792 square feet available.

Describe the construction of each building that is part of the bonded premises

The building is composed of concrete, steel beams, wood, and drywall.

Describe the operations conducted in each building that is part of the bonded premises

This operation will double as a brewery. Therefore, wash produced with brewery equipment will be fermented separately from the brewery for use in the manufacture of distilled spirits. These distilled spirits fermenter(s) are separate from the brewery fermenters and will only be used to ferment wash for use in the distillery operations. The wash still and spirits still are indicated on the diagram. Barrel aging for spirits will occur on the west side of the building. The brewery and distillery diagram shows fermentation vessels marked as Wash Fermentation Vessels (Wash FV) and have a capacity of 40 barrels each.

List the location of each door and window for the buildings that are part of the bonded premises

The building will also feature a tap room and retail space for customers. The main entrance to the rectangular single-story building faces the north, and the tavern portion will occupy approximately 30% (approximately 5500 square feet) of the north facing portion of the main level of the building. In addition, there will be patio seating between the front entrance of the building and the street (approximately 700 square feet).

If only part of the building is being used for DSP operations, list and describe each floor/room(s) that are part of the bonded premises and the operations being conducted. Enter N/A if the entire building is being used for the DSP operations

The brewery and distillery will occupy the latter 70% of the building, approximately 13,000 square feet. The brewery and distillery will be separated from the tavern by locked security doors and will be off limits to the public except during supervised tours.

List any outside tanks that will be used for production, storage and processing of spirits, and/or for denaturing spirits, articles, or wine

The entrance to the building on the north side features windows that look into the tap room portion of the building. Metal security doors with security windows open off of the back of the building, facing south, as well as metal overhead doors, which open onto the loading docks.

Describe the general premises which includes all areas of the plant that are not covered under the bond

The floor plan as indicated by the attached diagram shows the section of the building which will be devoted to DSP operations, those which will be devoted to brewery operations, as well as those spaces which will be shared.

Will you be alternating?

No outside tanks.

Describe any area of the distilled spirits plant that will be shared with another business or type of operation, including all areas, floors, rooms, and equipment

The building is a multi-unit property with 6 suites, of which the brewery premises occupy the NW 3 suites, approximately 18,374 (126 feet by 146 feet) of the available 36,792 square feet available. The building is composed of concrete, steel beams, wood, and drywall. The entrance to the building on the north side features windows that look into the tap room portion of the building. Metal security doors with security windows open off of the back of the building, facing south, as well as metal overhead doors, which open onto the loading docks.

Provide the maximum combined number of proof gallons that will be produced, stored, and in transit to the bonded premises during a 15 day period

Yes

The floor plan as indicated by the attached diagram shows the section of the building which will be devoted to DSP operations, those which will be devoted to brewery operations, as well as those spaces which will be shared.

200

I certify that I AM NOT required to provide a bond

CHECKED

Describe the plant security, including methods used to secure buildings or plant operations located within a portion of the building and any outdoor tanks

The distillery will be separated from the general public by metal security doors at all direct access points to the distillery. The tavern area of the business will be separated from the distillery by metal security doors. All access points to the building will feature deadbolt locks and non-replicable keys shall be available only to the manager-level employees. Un-taxpaid goods are only accessible by distillery staff. There are no outside tanks.

Will any guard personnel be employed?

No

Will any electronic or mechanical alarm system be used?

Yes

I certify that locks used will meet the following specifications as required in the Code of Federal Regulations, Part, 19.192 (f). (i) Corresponding serial number on the lock and on the key, except for master key locking systems; (ii) Case hardened shackle at least one-fourth inch in diameter, with heel and toe locking; (iii) Body width of at least 2 inches; (iv) Captured key feature (key may not be removed while shackle is unlocked); (v) A tumbler with at least 5 pins; and (vi) A lock and key containing no biting data

CHECKED

List all persons, by their position and title, who have access to the keys for the locks

Zac Triemert, President, Head Distiller/Brewer
TBA, General Manager
TBA, Assistant Distiller
TBA, Assistant Brewer

By checking this box I certify that accounting records for this distilled spirits plant will be maintained in accordance with generally accepted accounting principles

CHECKED

Describe any other business that will be conducted on the premises. Please include a description of the business, a list of buildings and/or equipment that will be used, and a statement of the relationship of the business to the distilled spirits plant, if there is any

This operation will double as a brewery. Therefore, wort produced with brewery equipment will be fermented separately from the DSP for use in the manufacture of distilled spirits. These distilled spirits fermenter(s) are separate from the brewery fermenters and will only be used to ferment beer for use in the distillery operations. The wash still and spirits still are indicated on the diagram. Barrel aging for spirits will occur in a separate section of the building.

The building will also feature a tap room and retail space for customers. The main entrance to the rectangular single-story building faces the north, and the tavern portion will occupy approximately 30% (approximately 5500 square feet) of the north facing portion of the main level of the building. In addition, there will be patio seating between the front entrance of the building and the street (approximately 700 square feet).

Will you have a tasting room?

Yes

If you charge for samples, parking, or tours then you are prohibited from establishing a tasting room on the premises. The tasting room must be separate from the distillery with floor to ceiling walls and must have its own entrance. It cannot be part of the distilled spirits plant and must be shown on the diagram. Do you understand this requirement?

Yes

If you do not plan to charge for samples, parking, or tours then the tasting room can be located on the general premises, but must be separate from the bonded premises with floor to ceiling walls, have its own entrance and be shown on the diagram. Do you understand this requirement?

Yes

Will you have a retail store?

Yes

If you are only selling merchandise (e.g., shirts, souvenirs) then the retail store can be located on the general premises and should also be shown on the diagram. Do you understand this requirement?

Yes

Do you plan to sell any alcohol in the retail store?

Yes

If any alcohol is sold in the retail store then you are prohibited from establishing it on the premises. The retail store must be separated from the premises by floor to ceiling wall separation and have its own entrance from the outside. Do you understand this requirement?

Yes

DSP OPERATION TYPE

Select the type of Distilled Spirits Plant (DSP) operation(s) you are applying for

Beverage Only

ENTITY INFORMATION

Business Name

Nebraska Beverage Partners, LLC

EIN



OWNER BACKGROUND INFORMATION

Has any shareholder with more than 10% voting stock, sole owner, general partner, LLC member/manager, or corporate officer or director ever been denied a permit, license, or other authorization to engage in any business to manufacture, distribute, import, sell, or use alcohol products (beverage or non-beverage) by any government agency (federal, state, local, or foreign) or had such a permit, license, or other authorization revoked, suspended, or otherwise terminated?

No

Has any shareholder with more than 10% voting stock, sole owner, general partner, LLC member/manager, or corporate officer or director ever been arrested for, charged with, or convicted of any crime under federal, state, or foreign laws other than traffic violations or convictions that are not felonies under federal or state law?

No

REASON FOR THE APPLICATION

Change of Proprietorship - Ownership

CHECKED

Date of Change

06/15/2023

Permit Number(s) of Predecessor

NE-S-15003

Operating Permit Number(s) of Predecessor

NE-S-15003

Registry Number(s) of Predecessor	DSP-NE-15005
Name of Predecessor	Cut Spike Distillery, LLC
Address of Predecessor	11941 Centennial Road, Ste 1
City of Predecessor	La Vista
State of Predecessor	NE
Zip Code of Predecessor	68128

ALTERNATION OF PREMISES

Select the type of operation you are alternating with	Brewery
Brewer's Notice Number (if known)	pending
Application Tracking Number	pending

DSP EQUIPMENT

Select type of Equipment	Still
Serial Number	pending
Capacity	350
Kind of Still	Pot Still
Intended Use	Still - Distillation
Select type of Equipment	Still
Serial Number	pending
Capacity	400
Kind of Still	Pot Still
Intended Use	Still - Redistillation
Select type of Equipment	Tank
Serial Number	pending
Capacity	40
Intended Use	Tank - Production
Select type of Equipment	Tank
Serial Number	pending
Capacity	40
Intended Use	Tank - Production

NON-CONTIGUOUS LOCATIONS

Non-contiguous Location Address	Brickway Brewing & Distilling 1116 Jackson Street Omaha, NE 68102
Description of Non-contiguous Location	Original brewery and distillery operations for Brickway Brewing Distilling
Driving distance from the primary premises (in miles)	14.5

Describe the proposed operations to occur at this non-contiguous location

Each location will represent Brickay Brewing & Distilling operations and resources may be shared between the two operations.

REQUEST FOR VARIANCE

Select type of variance, alternate method, or procedure

Alternation of a DSP with a brewery or establishment of noncontiguous premises

Description of request

The DSP will operate on the same premises as a brewery, both operating under the same ownership.

Select type of variance, alternate method, or procedure

Request for Alternate Method of Operation - Change in Premise

Description of request

The DSP will be located on the same premises as a brewery and each will alternate the use of certain space and equipment from time to time.

REQUIRED DOCUMENT CHECKLIST

Document Type

Diagram

Method of Submission

Uploaded

Document Received

undefined

Document Type

Variance Letter

Method of Submission

Uploaded

Document Received

undefined

Document Type

Variance Letter

Method of Submission

Uploaded

Document Received

undefined

Document Type

Lease Agreement or Proof of Property Ownership

Method of Submission

Uploaded

Document Received

undefined

Original Application 06/15/2023
 Submitted Date

Original Application Tracking Number 2023-DSPBI-00301-O
Application Type Application for Distilled Spirit Plant (Beverage and Industrial)
Application Status Review in Process
EIN [REDACTED]
Company Name Nebraska Beverage Partners, LLC
Premises Address 11941 CENTENNIAL RD STE 1,2,3
LA VISTA, NE 68128
Premise Contact Name
Premise Phone Number

Application Contact

Full Name Jerome Zachary Triemert
Business Name
Address/City/State/Zip

Phone/Fax --/--
Email zac@drinkbrickway.com

Mailing Address

Full Name Zac Triemert
Business Name Brickway Brewing & Distilling
Address/City/State/Zip 1116 Jackson Street
Omaha NE 68104
Phone/Fax 402-213-5903--
Email zac@drinkbrickway.com

DBA/OPERATING NAME

Doing Business As / Operating Name Brickway Brewing & Distilling
By checking this box I certify that the Doing Business
As / Operating Name listed above has been registered
with my county or state, if applicable CHECKED

DECLARE AND ACKNOWLEDGE

I declare under penalties of perjury under the laws of
the United States of America, that I have examined
this application, including accompanying statements,
and to the best of my knowledge and belief, it is true,
correct, and complete. CHECKED

Declaration Date 06/15/2023

DSP BEVERAGE OPERATION INFO

Distiller	CHECKED
Provide the total proof gallons of spirits that can be produced daily	50
Describe the step by step production procedure used to produce spirits from an original source. Begin with the treating, mashing, or fermenting of the raw materials and continue through each step of the distilling, purifying and refining process, until production is complete	1000 pounds of malted barley will be cracked in a roller mill and conveyed to a 15 BBL (465 gallon) mash tun. Hot water will be mixed with the malted barley and they will stand for a hour. The liquid wash will be lautered from the spent grain and transferred to the brew kettle. The wash will be boiled for 30 minutes. The wash will then be cooled and transferred to fermentation vessel and yeast added. Fermentation will take place at 72 degrees F over 7 days. The fermented wash will be 8-10% alcohol and transferred to the 550 gallon wash still. The wash still will distill over 6 hours and yield around 150 gallons of low wines. The low wines (about 25% abv) will be mixed with head and tails from a previous batch and put into the 300 gallon spirit still. In the second distillation, the heart will be collected and put in to a oak cask for storage. It will yield about 50 gallons of 60-65% abv final spirit.

DSP INFORMATION

Describe each tract of land that makes up the distillery by using directions and distances. Please describe the land only	The building is located at the Northwest corner of 120th Street (N-S) and Centennial Road (E-W) on 3.52 acres of land.
Provide the dimensions (size) of the bonded premises	The building is a multi-unit property with 6 suites, of which the brewery premises occupy the NW 3 suites, approximately 18,374 (126 feet by 146 feet) of the available 36,792 square feet available.
Describe the construction of each building that is part of the bonded premises	The building is composed of concrete, steel beams, wood, and drywall.
Describe the operations conducted in each building that is part of the bonded premises	This operation will double as a brewery. Therefore, wash produced with brewery equipment will be fermented separately from the brewery for use in the manufacture of distilled spirits. These distilled spirits fermenter(s) are separate from the brewery fermenters and will only be used to ferment wash for use in the distillery operations. The wash still and spirits still are indicated on the diagram. Barrel aging for spirits will occur on the west side of the building. The brewery and distillery diagram shows fermentation vessels marked as Wash Fermentation Vessels (Wash FV) and have a capacity of 40 barrels each.
	The building will also feature a tap room and retail space for customers. The main entrance to the rectangular single-story building faces the north, and the tavern portion will occupy approximately 30% (approximately 5500 square feet) of the north facing portion of the main level of the building. In addition, there will be patio seating between the front entrance of the building and the street (approximately 700 square feet).
	The brewery and distillery will occupy the latter 70% of the building, approximately 13,000 square feet. The brewery and distillery will be separated from the tavern by locked security doors and will be off limits to the public except during supervised tours.

List the location of each door and window for the buildings that are part of the bonded premises

The entrance to the building on the north side features windows that look into the tap room portion of the building. Metal security doors with security windows open off of the back of the building, facing south, as well as metal overhead doors, which open onto the loading docks.

If only part of the building is being used for DSP operations, list and describe each floor/room(s) that are part of the bonded premises and the operations being conducted. Enter N/A if the entire building is being used for the DSP operations

The floor plan as indicated by the attached diagram shows the section of the building which will be devoted to DSP operations, those which will be devoted to brewery operations, as well as those spaces which will be shared.

List any outside tanks that will be used for production, storage and processing of spirits, and/or for denaturing sprits, articles, or wine

No outside tanks.

Describe the general premises which includes all areas of the plant that are not covered under the bond

The building is a multi-unit property with 6 suites, of which the brewery premises occupy the NW 3 suites, approximately 18,374 (126 feet by 146 feet) of the available 36,792 square feet available. The building is composed of concrete, steel beams, wood, and drywall. The entrance to the building on the north side features windows that look into the tap room portion of the building. Metal security doors with security windows open off of the back of the building, facing south, as well as metal overhead doors, which open onto the loading docks.

Will you be alternating?

Yes

Describe any area of the distilled spirits plant that will be shared with another business or type of operation, including all areas, floors, rooms, and equipment

The floor plan as indicated by the attached diagram shows the section of the building which will be devoted to DSP operations, those which will be devoted to brewery operations, as well as those spaces which will be shared.

Provide the maximum combined number of proof gallons that will be produced, stored, and in transit to the bonded premises during a 15 day period

200

I certify that I AM NOT required to provide a bond

CHECKED

Describe the plant security, including methods used to secure buildings or plant operations located within a portion of the building and any outdoor tanks

The distillery will be separated from the general public by metal security doors at all direct access points to the distillery. The tavern area of the business will be separated from the distillery by metal security doors. All access points to the building will feature deadbolt locks and non-replicable keys shall be available only to the manager-level employees. Un-taxpaid goods are only accessible by distillery staff. There are no outside tanks.

Will any guard personnel be employed?

No

Will any electronic or mechanical alarm system be used?

Yes

I certify that locks used will meet the following specifications as required in the Code of Federal Regulations, Part, 19.192 (f). (i) Corresponding serial number on the lock and on the key, except for master key locking systems; (ii) Case hardened shackle at least one-fourth inch in diameter, with heel and toe locking; (iii) Body width of at least 2 inches; (iv) Captured key feature (key may not be removed while shackle is unlocked); (v) A tumbler with at least 5 pins; and (vi) A lock and key containing no bitting data

CHECKED

List all persons, by their position and title, who have access to the keys for the locks

Zac Triemert, President, Head Distiller/Brewer
TBA, General Manager
TBA, Assistant Distiller
TBA, Assistant Brewer

CHECKED

By checking this box I certify that accounting records for this distilled spirits plant will be maintained in accordance with generally accepted accounting principles

Describe any other business that will be conducted on the premises. Please include a description of the business, a list of buildings and/or equipment that will be used, and a statement of the relationship of the business to the distilled spirits plant, if there is any

This operation will double as a brewery. Therefore, wort produced with brewery equipment will be fermented separately from the DSP for use in the manufacture of distilled spirits. These distilled spirits fermenter(s) are separate from the brewery fermenters and will only be used to ferment beer for use in the distillery operations. The wash still and spirits still are indicated on the diagram. Barrel aging for spirits will occur in a separate section of the building.

The building will also feature a tap room and retail space for customers. The main entrance to the rectangular single-story building faces the north, and the tavern portion will occupy approximately 30% (approximately 5500 square feet) of the north facing portion of the main level of the building. In addition, there will be patio seating between the front entrance of the building and the street (approximately 700 square feet).

Will you have a tasting room?

Yes

If you charge for samples, parking, or tours then you are prohibited from establishing a tasting room on the premises. The tasting room must be separate from the distillery with floor to ceiling walls and must have its own entrance. It cannot be part of the distilled spirits plant and must be shown on the diagram. Do you understand this requirement?

Yes

If you do not plan to charge for samples, parking, or tours then the tasting room can be located on the general premises, but must be separate from the bonded premises with floor to ceiling walls, have its own entrance and be shown on the diagram. Do you understand this requirement?

Yes

Will you have a retail store?

Yes

If you are only selling merchandise (e.g., shirts, souvenirs) then the retail store can be located on the general premises and should also be shown on the diagram. Do you understand this requirement?

Yes

Do you plan to sell any alcohol in the retail store?

Yes

If any alcohol is sold in the retail store then you are prohibited from establishing it on the premises. The retail store must be separated from the premises by floor to ceiling wall separation and have its own entrance from the outside. Do you understand this requirement?

Yes

DSP OPERATION TYPE

Select the type of Distilled Spirits Plant (DSP) operation(s) you are applying for

Beverage Only

ENTITY INFORMATION

Business Name	Nebraska Beverage Partners, LLC
EIN	[REDACTED]

OWNER BACKGROUND INFORMATION

Has any shareholder with more than 10% voting stock, No sole owner, general partner, LLC member/manager, or corporate officer or director ever been denied a permit, license, or other authorization to engage in any business to manufacture, distribute, import, sell, or use alcohol products (beverage or non-beverage) by any government agency (federal, state, local, or foreign) or had such a permit, license, or other authorization revoked, suspended, or otherwise terminated?

Has any shareholder with more than 10% voting stock, No sole owner, general partner, LLC member/manager, or corporate officer or director ever been arrested for, charged with, or convicted of any crime under federal, state, or foreign laws other than traffic violations or convictions that are not felonies under federal or state law?

REASON FOR THE APPLICATION

Change of Proprietorship - Ownership	CHECKED
Date of Change	06/15/2023
Permit Number(s) of Predecessor	NE-S-15003
Operating Permit Number(s) of Predecessor	NE-S-15003
Registry Number(s) of Predecessor	DSP-NE-15005
Name of Predecessor	Cut Spike Distillery, LLC
Address of Predecessor	11941 Centennial Road, Ste 1
City of Predecessor	La Vista
State of Predecessor	NE
Zip Code of Predecessor	68128

ALTERNATION OF PREMISES

Select the type of operation you are alternating with	Brewery
Brewer's Notice Number (if known)	pending
Application Tracking Number	pending

DSP EQUIPMENT

Select type of Equipment	Still
Serial Number	pending

Capacity	350
Kind of Still	Pot Still
Intended Use	Still - Distillation
Select type of Equipment	Still
Serial Number	pending
Capacity	400
Kind of Still	Pot Still
Intended Use	Still - Redistillation
Select type of Equipment	Tank
Serial Number	pending
Capacity	40
Intended Use	Tank - Production
Select type of Equipment	Tank
Serial Number	pending
Capacity	40
Intended Use	Tank - Production

NON-CONTIGUOUS LOCATIONS

Non-contiguous Location Address	Brickway Brewing & Distilling 1116 Jackson Street Omaha, NE 68102
Description of Non-contiguous Location	Original brewery and distillery operations for Brickway Brewing Distilling
Driving distance from the primary premises (in miles)	14.5
Describe the proposed operations to occur at this non-contiguous location	Each location will represent Brickay Brewing & Distilling operations and resources may be shared between the two operations.

REQUEST FOR VARIANCE

Select type of variance, alternate method, or procedure	Alternation of a DSP with a brewery or establishment of noncontiguous premises
Description of request	The DSP will operate on the same premises as a brewery, both operating under the same ownership.
Select type of variance, alternate method, or procedure	Request for Alternate Method of Operation - Change in Premise
Description of request	The DSP will be located on the same premises as a brewery and each will alternate the use of certasin space and equipment from time to time.

REQUIRED DOCUMENT CHECKLIST

Document Type	Diagram
Method of Submission	Uploaded
Document Received	undefined
Document Type	Variance Letter
Method of Submission	Uploaded

Document Received	undefined
Document Type	Variance Letter
Method of Submission	Uploaded
Document Received	undefined
Document Type	Lease Agreement or Proof of Property Ownership
Method of Submission	Uploaded
Document Received	undefined

LIMITED LIABILITY COMPANY (LLC)

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

License
Class: _____

License Number: _____

INSTRUCTIONS

1. All members and spouses must be listed
2. Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the application
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

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

Nebraska Beverage Partners, LLC

Name of Registered Agent: **Zac Triemert**

LLC Address: **1116 Jackson Street**

City: **Omaha** State: **NE** Zip Code: **68102-2825**

LLC Phone Number: **402-213-5903** LLC Fax Number **N/A**

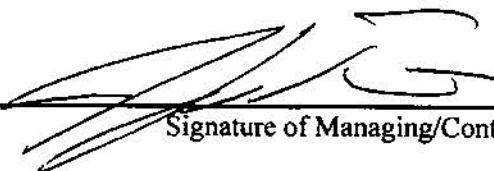
Name of Managing/Contact Member

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

Last Name: **Triemert** First Name: **Zac** MI: _____

Home Address: **700 N. 40th Street** City: **Omaha**

State: **NE** Zip Code: **68131-1827** Home Phone Number: **402-213-5903**


Signature of Managing/Contact Member

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

Last Name: Borgata (see original application Form 102) 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: Triemert First Name: Zac MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 51 76%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

YES NO

If yes, Form 185 is required

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

Starting Date: **Jan** Ending Date: **Dec**

Is this a Non Profit Corporation?

YES NO

If yes, provide the Federal ID #. _____

Nebraska Secretary of State

NEBRASKA BEVERAGE PARTNERS, LLC

Fri Jun 16 13:56:22 2023

SOS Account Number

2305233170

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

ZAC TRIEMERT

1116 JACKSON STREET

OMAHA, NE 68102

Designated Office Address

1116 JACKSON STREET

OMAHA, NE 68102

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

May 18 2023

Next Report Due Date

Jan 01 2025

Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	May 18 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Jun 09 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation**\$6.50**

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

[Purchase Now](#)**Certificate of Good Standing - USPS Mail Delivery****\$10.00**

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

[Continue to Order](#)[↑ Back to Top](#)

**CONTROLLING CORPORATION
INSERT**

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

Office Use

Attach copy of Articles as filed with the Nebraska Secretary of State - §53-126

Name and address of the controlling corporation of the applying corporation

Controlling Corporation Name: Borgata Brewing and Distilling, LLC

Controlling Corporation Address: 1116 Jackson Street

City: Omaha State: NE Zip Code: 68102

Provide the names of the top four officer/members of the controlling corporation

1. Full Name: Zac Treimert

Job Title: Managing Member, Liquor License Manager

2. Full Name: Brett Frevert (less than 25% ownership)

Job Title: Investor

3. Full Name: Paul Jeffrey (less than 25% ownership)

Job Title: Investor

4. Full Name: Don Kluthe (less than 25% ownership)

Job Title: Investor

Nebraska Secretary of State

BORGATA BREWING AND DISTILLING, LLC

Fri Jun 16 13:57:14 2023

SOS Account Number

10168650

Status

Active

Principal Office Address

1116 JACKSON STREET

OMAHA, NE 68102

USA

Registered Agent and Office Address

JILL M. MASON

900 SOUTH 75TH STREET

OMAHA, NE 68114

Designated Office Address

1116 JACKSON STREET

OMAHA, NE 68102

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Nov 08 2012

Next Report Due Date

Jan 01 2025

Associated Entities

Account Number	Name	Type	Status
10191990	BORGATA BREWERY	Trade Name	Active
10168652	BORGATA BREWING AND DISTILLING	Trade Name	Inactive
10191991	BORGATA DISTILLERY	Trade Name	Active
10200565	BRICKWAY BREWERY	Trade Name	Inactive
10203076	BRICKWAY BREWERY	Trade Name	Active
10200563	BRICKWAY DISTILLERY	Trade Name	Inactive
10203077	BRICKWAY DISTILLERY	Trade Name	Active

Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	Nov 08 2012	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Dec 07 2012	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Feb 27 2013	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Statement of Change	Mar 26 2014	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Feb 03 2015	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Mar 21 2017	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Apr 02 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Record of Determination	Apr 06 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	May 24 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Mar 20 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Statement of Change	Mar 24 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

\$6.50

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

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

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

[Continue to Order](#)

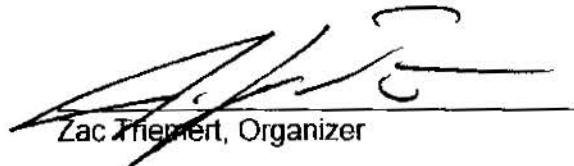
[↑ Back to Top](#)

**CERTIFICATE OF ORGANIZATION
OF
NEBRASKA BEVERAGE PARTNERS, LLC**

This Certificate of Organization is being executed by the undersigned for the purpose of forming a limited liability company pursuant to the Nebraska Uniform Limited Liability Company Act. The undersigned, being duly authorized to execute and file this Certificate of Organization, does hereby certify as follows:

1. The name of the limited liability company is Nebraska Beverage Partners, LLC (the "Company").
2. The street and mailing address of the Company's initial designated office in the State of Nebraska is 1116 Jackson Street, Omaha, Nebraska 68102.
3. The name and street and mailing address of the Company's initial agent for service of process at such address are: Zac Triemert, 1116 Jackson Street, Omaha, Nebraska 68102.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Organization this 17 day of May, 2023.



Zac Triemert, Organizer

**OPERATING AGREEMENT OF
NEBRASKA BEVERAGE PARTNERS, LLC**

This OPERATING AGREEMENT (the "Agreement") is made and entered into as of the 26th day of May, 2023, by and between Nebraska Beverage Partners, LLC, a Nebraska limited liability company (the "Company") and Borgata Brewing and Distilling, LLC, a Nebraska limited liability company doing business as "Brickway Brewery" and "Brickway Distillery" (the "Member").

RECITALS:

WHEREAS, the Company was formed as a limited liability company under the Nebraska Uniform Limited Liability Company Act, as amended from time to time (the "Act"), by the filing of a Certificate of Organization with the Nebraska Secretary of State on (the "Certificate"); and

WHEREAS, the Company and the Member desire to enter into this Agreement to more fully set forth the rights and obligations with respect to the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Name. The name of the Company shall be "Nebraska Beverage Partners, LLC".
2. Principal Office and Mailing Address. The principal office and mailing address of the Company shall be located at such place(s) as the Manager may determine from time to time.
3. Designated Office and Registered Agent. The name and address of the Company's designated office and registered agent in the State of Nebraska shall be as stated in the Certificate. The designated office and registered agent may be changed from time to time by filing the address and the name of the new designated office and/or the new registered agent with the Nebraska Secretary of State pursuant to the Act.
4. Purpose. The purpose for which the Company has been formed shall be: (a) engaging in any lawful business permitted by the Act; and (b) doing all things necessary, convenient or incidental to the foregoing.
5. Term. The Company shall have a perpetual term beginning as of the date hereof unless sooner terminated pursuant to the further terms of this Agreement or the Act.
6. Tax Treatment of Company. The Member intends that the Company be disregarded as an entity separate from its owner for federal income tax purposes. The Company shall not elect to be classified as an association taxable as a corporation on Form 8832, Entity Classification Election, and therefore, the Company shall be treated by default as an entity disregarded as separate from its owner pursuant to Treasury Regulation Section 301.7701-3(b)(1)(ii). Further, it is intended that the Company be disregarded as an entity separate from its owner for state tax purposes, and the Company shall take such actions, if any, as necessary to cause this result.

7. Member and Percentage Interest. The name and address of, and the percentage interest owned by, the Member of the Company is as set forth on Schedule A attached hereto and made a part hereof.

8. Capital. The Member may make contributions and/or loans to the Company at such time or times, and upon such conditions, as the Manager in its discretion may determine.

9. Profits, Losses and Distributions. For each fiscal year of the Company, income and loss of the Company shall be allocated to the Member. For each fiscal year of the Company, cash and other property available for distribution (prior to liquidation) shall be distributed to the Member as determined by the Manager in its sole and absolute discretion. When the Company is liquidated or dissolved, the assets of the Company shall be distributed to the Member. Distributions from the Company to the Member shall be at the times and in the amounts determined by the Manager after payment of expenses of the Company (including without limitation, any fees and expenses) and net of any reserves for future expenses or other liabilities of the Company.

10. Management. The management of the Company shall be vested in the "Manager." The initial Manager shall be the Zac Triemert. The Manager shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including the powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Nebraska. Furthermore, except as otherwise expressly provided in this Agreement or required by a non-waivable provision of the Act or other applicable law, no person other than the Manager shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including the powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Nebraska. The Manager shall have the power to appoint officers of the Company, including a president, vice presidents, a secretary and treasurer (the "Officer" or "Officers"), to take any and all actions delegated to such Officer(s) by the Manager, in its sole discretion, in connection with the management and conduct of the business of the Company. As such, an Officer shall possess the right to enter into, execute, amend, supplement, acknowledge and deliver any and all contracts, agreements or other instruments which are approved by the Manager and as are necessary to carry out the intentions and purposes of the Company.

11. Transfers by Member. The Member may transfer, sell, assign, alienate, encumber, mortgage, pledge or otherwise dispose of all or any portion of its interest in the Company, subject to the approval of the Manager.

12. Admission of Additional Member. One or more additional persons may be admitted to the Company at the election of the Manager, with the approval of the Member, provided that this Agreement shall be amended and restated in its entirety and approved by the Member prior to any such admission.

13. Dissolution. Subject to any restrictions in agreements to which the Company is a party, the Company may be dissolved and terminated upon the election by the Manager and approval by the Member. Upon the dissolution of the Company, the affairs of the Company shall be promptly liquidated by discharging all debts and liabilities of the Company, establishing reserves, and distributing all remaining assets to the Member. Notwithstanding anything to the contrary in the Act, including but not limited to Section 21-130(c)(4) of the Act, upon the death of the Member, the legal representative of the Member shall automatically become a Member

solely for the purpose of designating a person to become a member to avoid dissolution under the Act.

14. Indemnification. No Member, Manager or Officer shall have any liability for the obligations or liabilities of the Company. The Member, Manager and any Officer shall be indemnified by the Company to the fullest extent provided by law.

15. Amendment. This Agreement may be amended from time to time by the Member, provided that all such amendments shall be in writing.

16. Governing Law. This Agreement shall be governed by, and construed under, the substantive laws of the State of Nebraska, without regard to choice of law principles.

17. Benefit. This Agreement shall inure to the benefit of the Member only, and no third parties (including creditors of the Company) are entitled to enforce the provisions hereof other than those entitled to indemnification hereunder.

18. Entire Agreement. Each and every other agreement or understanding, oral or written, relating in any way to the formation or operation of the Company is hereby superseded in its entirety. From and after the execution of this Agreement, the same shall constitute the only operating agreement of the Company except as the same may hereafter be amended pursuant to the provision hereof. This Agreement, together with all Exhibits attached hereto, represent the entire agreement and understanding of the parties hereto concerning the Company, and all prior or concurrent agreements, understandings, representations and warranties in regard to the subject matter hereof are and have been merged herein. An email of a portable document format (PDF) or similar electronic reproduction of a writing executed by a party shall be treated as an execution in writing.

[Remainder of this page intentionally blank.]

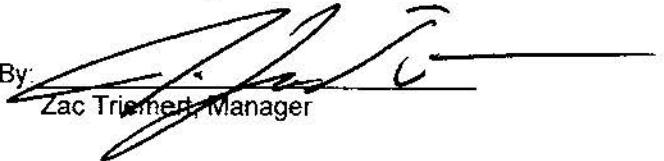
IN WITNESS WHEREOF, the undersigned hereby agrees, acknowledges and certifies that the foregoing Agreement constitutes the Operating Agreement of Nebraska Beverage Partners, LLC adopted by the Company and the Member as of the date first set forth above.

COMPANY:

Nebraska Beverage Partners, LLC

By:

Zac Triemert, Manager

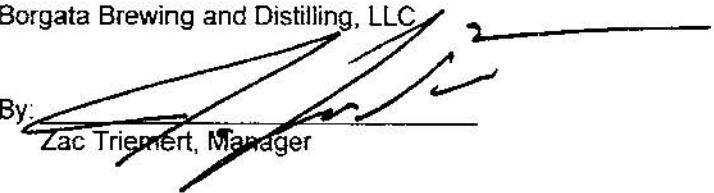


MEMBER:

Borgata Brewing and Distilling, LLC

By:

Zac Triemert, Manager



Schedule A

Name and Address of Member	Percentage Interest
Borgata Brewing and Distilling, LLC 1116 Jackson Street Omaha, NE 68102	100%

**AMENDED AND RESTATED
CERTIFICATE OF ORGANIZATION
OF
BORGATA BREWING AND DISTILLING, LLC**

The undersigned, desiring to amend and restate the existing Certificate of Organization of Borgata Brewing and Distilling, LLC, a Nebraska limited liability company (the "Company"), filed with the Nebraska Secretary of State on November 8, 2012, does hereby certify, for the purpose of amending and restating the Company's Certificate of Organization in its entirety, as follows:

1. The name of the limited liability company is Borgata Brewing and Distilling, LLC (the "Company").
2. The street and mailing address of the Company's designated office in the State of Nebraska is 1116 Jackson Street, Omaha, Nebraska 68102.
3. The name and street and mailing address of the Company's initial agent for service of process at such address is: Zac Triemert, 1116 Jackson Street, Omaha, Nebraska 68102.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Organization this 15th day of June, 2023.

Borgata Brewing and Distilling, LLC

DocuSigned by:
By: Zac Triemert
Zachary Triemert, Managing Member

Ownership of Borgata Brewing and Distilling, LLC DBA "Brickway Brewery" and "Brickway Distillery":

Name of Member	Percentage Interest	Units
Brett Frevert	4.00%	400
Paul Jeffrey	1.24%	124
Don Kluthe	1.00%	100
Trey Myty	2.00%	200
Frank Alter	1.00%	100
Dr. Dave Gannon	21.00%	2,100
Dr. Andy Robertson	15.00%	1,500
Scott Katskee	3.00%	300
Zachary Triemert	51.76%	5,176
TOTAL:	100.00%	10,000

Nebraska Beverage Partners, LLC is the "Buyer" under the Asset Purchase Agreement and is a wholly owned subsidiary of Borgata Brewing and Distilling, LLC. The beneficial interest of Borgata Brewing and Distilling, LLC and Nebraska Beverage Partners, LLC is, therefore, exactly the same.

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: **Nebraska Beverage Partners, LLC**

PREMISES INFORMATION

Premises Trade Name/DBA: **Brickway Satellite Location**

Premises Street Address: **11941 Centennial Rd Ste 1**

City: **La Vista** County: **Sarpy** Zip Code: **68128**

Premises Phone Number: **402-213-5903**

Premises Email address: **zac@drinkbrickway.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: Triemert First Name: Zac MI: _____
Home Address: 700 N. 40th Street
City: Omaha County: Douglas Zip Code: 68131
Home Phone Number: 402-213-5903
Driver's License Number: _____
Social Security Number: _____
Date of Birth: _____ Place of Birth: Shakopee, MN
Email address: zac@drinkbrickway.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: JESSER First Name: Jennifer MI: L
Social Security Number: _____
Driver's License Number: _____
Date of Birth: _____ Place of Birth: Ulan

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
Omaha, Nebraska	2010	present			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2013 present	Brickway	self	402-213-5903
	2013 Lucky Bucket		

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
Veronee Z. Triemer	12/19/97	Ottertail Co MN	DRUG	1G

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)
Zac Triemert		will update prior to license issuance

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

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Owner	2013- present	Brickway 1116 Jackson Street Omaha, Nebraska 68102

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

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

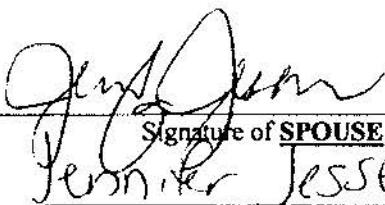
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s)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

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

Must be signed by applicant and spouse.



Signature of **APPLICANT**
J. Zac TREMERT
Printed Name of **APPLICANT**



Signature of **SPOUSE**
Jennifer Jessen
Printed Name of **SPOUSE**

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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge.

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

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

YES NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Jerome Z. Triemert	12/1997	OTTERTAUL CO MN	DUI	YES

Certification by Corporate Officer

Under penalty of perjury, I hereby certify that each member is the real party in interest with respect to his/her position and is not acting directly or indirectly as agent, employee or representative of any other person not reported. The undersigned certifies on behalf of the LLC that it is understood that a misrepresentation of fact is cause for rejection of this application or suspension, cancellation or revocation of any license issued.

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.

Print Name

J. Z. Triemert

Title

PRESIDENT

Signature



6/15/2023

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

Office Use

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.

Signature of NON-PARTICIPATING SPOUSE
Jenny Jessen

Print Name
Jenny Jessen

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me

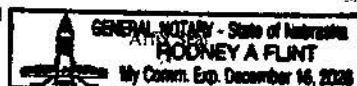
this 6/15/2023 (date)

by Jenny Jessen

Name of person acknowledged
(Individual signing document)

R. M. J.

Notary Public Signature



Signature of APPLICANT
Zac Triemert

Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me

this 15th June 2023 (date)

by Zac Triemert

Name of person acknowledged
(Individual signing document)

Stacie Pannell

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.

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

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

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

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

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

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

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

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

Name of Person Being Fingerprinted: Zac Triemert

Date of Birth: Last 4 SSN:

Date fingerprints were taken: Current licensee

Location where fingerprints were taken: DOCKWELL OMAHA POLICE STATION

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

11 8

~~SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED~~

CHAR-DEB PROPERTIES LLC
Business Property Lease

THIS LEASE is entered into this 1 day of June , 2023, between **Char-Deb Properties, L.L.C.**, Landlord, and **Nebraska Beverage Partners LLC**, Tenant.

PREMISES

1. Landlord leases to Tenant at **11941 Centennial Road Suite #1,2,3** , La Vista, Nebraska 68128 (the "Premises"), containing approximately **18,374** square feet of area and as depicted on attached Exhibits "A" & "A-1", on the following terms and conditions.

TERM

2. This lease shall be for a term of **60 months**, beginning on the **first** day of June , 2023, and ending on the **31** day of May 2027 , unless terminated earlier as provided in this Lease. Should the commencement date be delayed then the expiration date shall be adjusted correspondingly. Within 30 days after the commencement date, Landlord and Tenant shall execute a commencement date agreement, which shall clarify the commencement and expiration dates. The commencement date shall not occur earlier than and should Landlord not be able to deliver the premise by then Tenant shall have the right but not the obligation to cancel this lease. Any partial months of the term shall be prorated.

USE OF PREMISES

3. The Premises are leased to Tenant, and are to be used by Tenant, for the purpose of **storage, distribution, and ancillary office use, and any other uses allowed within the existing zoning** and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Real Estate, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, to keep the Premises in a clean and sanitary condition, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

RENT

4.(a) **Base Rent.** The total Base Rent under this Lease is **\$575,106.14** Dollars. Tenant agrees to pay rent to Landlord at **19791 Cougar Avenue, Honey Creek, IA 51542**, or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first day of each month, as follows::

Square Footage:	18,374			
5 year lease:				
	Months	Base PSF	Monthly	Total
Months 1 - 12	12	\$ 6.02	\$ 9,217.62	\$ 110,611.48
Moths 13 - 24	12	\$ 6.14	\$ 9,401.36	\$ 112,816.30
Months 25 - 36	12	\$ 6.26	\$ 9,585.10	\$ 115,021.24
Months 37-48	12	\$ 6.38	\$ 9,768.84	\$ 117,226.12
Months 49-60	12	\$ 6.50	\$ 9,952.58	\$ 119,431.00
				\$ 575,106.14

(b) **Operating Expenses.** In addition to the Base Rent, Tenant shall pay it's pro rata share of operating expenses of the real estate of which the Premises are part, parking areas, and grounds ("Real Estate"). "Operating expenses" shall mean all costs of maintaining and operating the Real Estate, including but not limited to all taxes and special assessments levied upon the Real Estate, fixtures, and personal property used by Landlord at the Real

Estate, all insurance costs, all costs of labor, material and supplies for maintenance, repair, replacement, and operation of the Real Estate, including but not limited to line painting, lighting, snow removal, landscaping, cleaning, and professional outside management company costs, (not to exceed 5% of the gross rental income of the center), including building superintendents. Operating Expenses shall not include property additions and capital improvements to the real estate, alterations made for specific tenants, depreciation of the Real Estate, debt service on long-term debt or income taxes paid by Landlord.

“Tenant's pro rata share” shall mean the percentage determined by dividing the square feet of the Premises as shown in Paragraph 1, by the square feet of building area of the Real Estate, as defined by the American National Standard published by Building Owners and Managers Associations which at the date hereof is agreed to be 36,682 square feet, or 50 %.

Tenant's pro rata share of the Operating Expenses shall be determined on an annual basis for each calendar year ending on December 31 and shall be pro rated for the number of months Tenant occupied the Premises if Tenant did not occupy the Premises the full year. Due to property tax valuation in 2023 for land only, the Operating Expense for the balance of 2023 is estimated at \$ 3,827.92 Dollars per month (\$2.50. per square foot annually) on the first of each month in advance with rent for Tenant's estimated pro rata share of the Operating Expenses. Landlord may reasonably change this amount at any time upon written notice to Tenant. At the end of each year, a detailed analysis of the total year's Operating Expenses shall be presented to Tenant and Tenant shall pay the amount, if any, by which the Tenant's pro rata share of the Operating Expenses for the year exceeded the amount of the Operating Expenses paid by Tenant. Tenant shall pay any such excess charge to the Landlord within thirty (30) days after receiving the statement. In the event this Lease terminates at any time other than the last day of the year the excess Operating Expenses shall be determined as of the date of termination. Upon termination of this Lease, any overpayment of Operating Expenses by Tenant shall be applied to the amounts due Landlord from Tenant under this Lease and any remaining overpayment shall be refunded to Tenant. Tenant may have the right to audit expenses.

(c). **Payment of Rent.** Tenant agrees to pay the Base Rent as and when due, together with Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

(d) **Late Charge.** If the Tenant fails to pay the Base Rent together with the Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the tenth day after such payments are due, Tenant agrees to pay Landlord a late charge of 10% of the base rental amount for each month the payment is late.

(e). **Security Deposit.** As partial consideration for the execution of the Lease, the Tenant has delivered to Landlord the sum of \$ 00.00 as a Security Deposit. The Security Deposit will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease.

SERVICES

5. Tenant shall pay when due, all water, gas, electricity, sewer use fees, incurred at or chargeable to the Premises beginning with the commencement date of this Lease.

ASSIGNMENT OR SUBLEASE

6. Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise, or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord. Landlord may consider the following in determining whether to withhold consent: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant, (c) nature and legality of the proposed use of the Premises.

Landlord shall have the right to assign its interest under this Lease or the rent reserved hereunder. Landlord's consent shall not be unreasonably withheld or delayed.

TENANT'S IMPROVEMENTS

7. Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work. Landlord may, as a condition to its consent, require that the work be done by Landlord's own employees and/or under Landlord's supervision, but at the expense of Tenant, and that Tenant give sufficient security that the Premises will be completed free and clear of liens and in a manner satisfactory to Landlord. Any new Tenant improvements done by Landlord will include a one-year warranty for material and labor. Upon termination of this Lease, at Landlord's option, Tenant will repair and restore the Premises to its former condition, at Tenant's expense, or any such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord. Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal.

REPAIRS

8. Landlord agrees to maintain in good condition, and repair as necessary the foundations, exterior walls and the roof of the Premises.

Tenant agrees that it will make, at its own cost and expense, all repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, and the heating, air conditioning, plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alteration, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Real Estate made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Real Estate by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant, or other tenants to the Premises or the Real Estate.

CONDITION OF PREMISES

9. Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Real Estate, or the making of any repairs to the Premises. A walk thru will be made before taking possession of the Premises, Tenant will acknowledge that the Premises were in good and satisfactory condition when possession was taken, except for punch list items, which will be noted. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear and Landlord approved alterations excepted.

PERSONAL PROPERTY AT RISK OF TENANT

10. All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by steam, electricity sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Real Estate, or from any other place, or for any damage done to Tenant's property in moving same to or from the Real Estate or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises.

LANDLORD'S RESERVED RIGHTS

11. Without notice to Tenant, without liability to Tenant for damage or injury to property, person or business, and without effecting an eviction of Tenant or a disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of rent, Landlord shall have the right to:

- (a) Change the name or street address of the Real Estate.
- (b) Install and maintain signs on the Real Estate.
- (c) Have access to all mail chutes according to the rules of the United States Post Office Department.

(d) At reasonable times, to decorate, and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Real Estate, or part thereof, and any adjacent building, land, street or alley, and during such operations to take into and through the Premises or any part of the Real Estate all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so; provided that Landlord shall not interfere with Tenant's business operations.

(e) Show the Premises to prospective tenants at reasonable times, during the last six (6) months of the Lease.

(f) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Real Estate, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Real Estate.

(g) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof.

INSURANCE

12.1 Insurance Policies. Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least B+, V, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other party may, but shall not be required to, procure and maintain the same.

12.2 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

12.3 Property Insurance – Building, Improvements and Rental Value.

(a) Building and Improvements. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-Lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations. Trade Fixtures, and Lessee's personal property shall be insured by Lessee under Paragraph 12.4. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirement requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of labor consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$1,000 per occurrence.

(b) Adjacent Premises. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the premises.

(c) Lessee's Improvements. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

12.4 Lessee's Property; Business Interruption Insurance.

(a) Property Damage. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) Business Interruption. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) No Representation of Adequate Coverage. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

INDEMNITY

13.1 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master of ground Lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonable satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

13.2 Exemption of Lessor from Liability. Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of Lessor nor from the failure of Lessor to enforce the provisions of any other lease in the Project. Notwithstanding Lessor's negligence or breach of this Lease, Lessor shall under no circumstances be liable for injury to Lessee's business or for any loss of income or profit therefrom.

ENVIRONMENTAL REGULATIONS AND INDEMNIFICATION

14. Notwithstanding any other provision of this Lease, Tenant shall comply with all laws, statutes, ordinances, rules, regulations or orders of any governmental authority, regarding any handling, transportation, storage, treatment or use of hazardous or toxic substances. Tenant, at its own cost and expense, shall immediately repair any damage and restore the Premises and the Real Estate to its condition existing prior to any leak, spill, release, emission or disposal of hazardous or toxic substance, which tenant has caused or which is as a result of Tenant.

Tenant hereby agrees to defend, indemnify and hold harmless Landlord and its officers, employees and agents from all claims, costs, damages, demands, expenses, fines, judgments, liabilities and losses (including reasonable attorney's fees, paralegal fees, expert witness and consultant fees, and other costs of defense) which arise during or after the term of this Lease from or in connection with the presence or suspected presence of toxic or hazardous substances in the soil, groundwater or soil vapor on or under the Premises or the Real Estate, or Tenants breach of this paragraph, provided the presence of such toxic or hazardous substances are present as a result of the negligence, willful misconduct, acts or due to failure to take an action by the Tenant, its officers, employees or agents.

LIABILITY INSURANCE

15. Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of insurance in a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such comprehensive insurance shall protect and name the Tenant as the Insured and Landlord as an additional insured and providing coverage of at least \$2,000,000.00 for injuries to any one person, \$2,000,000.00 for injuries to persons in any one accident and \$2,000,000.00 for damage to property, made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of sidewalks and other Common Areas by the Tenant. All such insurance shall provide that Landlord shall be given a minimum of ten (10) days notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with certificates evidencing that such insurance is in full force and effect and stating the term and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof.

DAMAGE OR DESTRUCTION

16.1 Definitions

(a) **"Premises Partial Damage"** shall mean damage or destruction to the Premises to the extent that the cost of repair is less than 50% of the fair market value of the Premises immediately prior to such damage or destruction. "Premises Building Partial Damage" shall herein mean damage or destruction to the building of which the Premises are a part to the extent that the cost of repair is less than 50% of the fair market value of such building as a whole immediately prior to such damage or destruction.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the Premises to the extent that the cost of repair is 50% or more of the fair market value of the Premises immediately prior to such damage or destruction. "Premises Building Total Destruction" shall herein mean damage or destruction to the building of which the Premises are a part to the extent that the cost of repair is 50% or more of the fair market value of such building as a whole immediately prior to such damage or destruction.

(c.) **"Insured Loss"** shall mean damage or destruction which was caused by an event required to be covered by the insurance described in paragraph 12.

16.2 Partial Damage -- Insured Loss. Subject to the provisions of paragraphs 16.4, 16.5 and 16.6, if at any time during the term of this lease there is damage which is an Insured Loss and which falls into the classification of Premises Partial Damage or Premises Building Partial Damage, then Lessor, at Lessor's sole cost, repair such damage, but not Lessee's fixtures, equipment or tenant improvements, as soon as reasonably possible and this Lease shall continue in full force and effect.

16.3 Partial Damage -- Uninsured Loss. Subject to the provisions of Paragraphs 16.4, 16.5 and 16.6, if at any time during the term of this Lease there is damage which is not an Insured Loss and which falls within the classification of Premises Partial Damage or Premises Building Partial Damage, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may at Lessor's option either (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Lessee within thirty (30) days after the date of the occurrence of such damage of Lessor's intention to cancel and terminate this Lease, as of the date of the occurrence of such damage. In the event Lessor elects to give such notice of Lessor's intention to cancel and terminate this Lease, Lessee shall have the right within ten (10) days after the receipt of such notice to give written notice to Lessor or Lessee's intention to repair such damage at Lessee's expense, without reimbursement from Lessor, in which event this Lease shall continue in full force and effect, and Lessee shall proceed to make such

repairs as soon as reasonably possible. If Lessee does not give such notice within such 10-day period this Lease shall be cancelled and terminated as of the date of the occurrence of such damage.

16.4 Total Destruction. If at any time during the term of this Lease there is damage, whether or not an Insured Loss, (including destruction required by any authorized public authority), which falls into the classification of Premises Total Destruction or Premises Building total Destruction, this Lease shall automatically terminate as of the date of such total destruction.

16.5 Damage Near End of Term.

- (a) If at any time during the last six months of this Lease there is damage, whether or not an Insured Loss, which falls within the classification of Premises Partial Damage, Lessor may at Lessor's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Lessee of Lessor's election to do so and within 30 days after the date of occurrence of such damage.
- (b) Notwithstanding paragraph 16.5 (a), in the event that Lessee has an option to extend or renew this Lease, and the time within which said option may be exercised has not yet expired, Lessee shall exercise such option, if it is to be exercised at all, no later than 20 days after the occurrence of an insured Loss falling within the classification of Premises Partial Damage during the last six months of the term of this Lease. If Lessee duly exercises such option during said 20 day period, Lessor shall, at Lessor's expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option during said 20 day period, Lessor shall, at Lessor's expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option during said 20 day period, then Lessor may at Lessor's option terminate and cancel this Lease as of the expiration of said 20 day period by giving written notice to Lessee of Lessor's election to do so within 10 days after the expiration of said 20 day period, notwithstanding any term or provision in the grant of option to the contrary.

16.6 Abatement of Rent; Lessee's Remedies

- (a) In the event of damage described in paragraphs 16.2 or 16.3, and Lessor or Lessee repairs or restores the Premises pursuant to the provisions of this Paragraph 16, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired. Except for abatement of rent, if any, Lessee shall have no claim against Lessor for any damage suffered by reason of any such damage, destruction, repair or restoration.
- (b) If Lessor shall be obligated to repair or restore the Premises under the provisions of this Paragraph 16 and shall not commence such repair or restoration within 90 days after such obligations shall accrue, Lessee may at Lessee's option cancel and terminate this Lease by giving Lessor written notice of Lessee's election to do so at any time prior to the commencement of such repair or restoration. In such event this Lease shall terminate as of the date of such notice.

16.7 Termination – Advance Payments. Upon termination of this Lease pursuant to this Paragraph 16, an equitable adjustment shall be made concerning advance rent and any advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's security deposit as has not theretofore been applied by Lessor.

16.8 Waiver. Lessor and Lessee waive the provisions of any statutes which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

CONDEMNATION

17. If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken, from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking; or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or interest in the Premises now or hereafter vested in Tenant.

DEFAULT OR BREACH

18. Each of the following events shall constitute a default or a breach of this Lease by Tenant:

- (a) If Tenant fails to pay Landlord any rent or other payments when due hereunder;
- (b) If Tenant vacates or abandons the Premises and does not continue to pay rent;
- (c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors;
- (d) If involuntary proceeding under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment; or
- (e) If Tenant fails to perform or comply with any other term or condition of this Lease and if such nonperformance shall continue for a period of ten (10) days after notice thereof by Landlord to Tenant, time being of the essence.

EFFECT OF DEFAULT

19. In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

- (a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.
- (b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term, as though the Lease had not been terminated, and the reasonable rental value of the Premises, which sum shall be immediately due Landlord from Tenant.
- (c) Landlord may relet the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting, for any alterations and repairs made, and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from reletting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub-paragraph, the Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-paragraph.

SURRENDER-HOLDING OVER

20. Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be 2 times the monthly rent specified in the lease immediately before termination.

SUBORDINATION AND ATTORNMENT

21.1 Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Real Estate or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed an acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

21.2 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

NOTICES

22. Any notice given hereunder shall be given in writing and sent by registered or certified mail or by overnight courier delivery service to Landlord at **Char-Deb Properties, L.L.C., 19791 Cougar Avenue, Honey Creek, IA 51542** and to Tenant at **or at such other address as either party may from time to time designate in writing.** Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or three business days after being deposited in the United States mail in the manner prescribed herein.

RULES AND REGULATIONS

23. Tenant and Tenant's agents, employees and invitees shall fully comply with all rules and regulations of the Real Estate, as amended from time to time, which are made a part of this Lease.

(a) The Landlord shall have the right to make such other and further reasonable rules and regulations as, in the judgment of the Landlord, may from time to time be needed for the safety, care and cleanliness and general appearance of the Premises and for the preservation of good order therein.

(b) The entrance shall be under the exclusive control of the Landlord and shall not be obstructed, or used by the Tenant for any other purpose than ingress and egress to and from the Premises; and the Landlord shall have the right to control ingress and egress to and from the Building at all times.

(c) The Tenant, shall not place nor permit to be placed any signs, or building signs, advertisements or notices in or upon any part of the Building, and shall not place merchandise or show-cases in front of the Building, without the Landlord's written consent, which shall not be unreasonably withheld.

(d) The Tenant shall not put up nor operate any engine, boiler, dynamo, or machinery of any kind, nor carry on any mechanical business in said Premises nor place any explosive therein, nor use any kerosene or oils or burning fluids in the Premises without first obtaining the written consent of the Landlord.

(e) If the Tenant desires telegraphic or telephonic connections, the Landlord will direct the electricians as to where and how the wires are to be introduced, and without such written directions no boring or cutting for wires will be permitted.

(f) The Landlord shall have the right to elude or eject from the Building, animals of every kind, bicycles, or any other wheeled vehicle, and all canvassers and other persons who conduct themselves in such a manner as to be, in the judgment of the Landlord, an annoyance to the tenants or a detriment to the Building.

(g) Upon termination of this lease the Tenant shall surrender all keys of said Premises and of the Building, and shall give to the Landlord the combination of all locks on any vaults and safes.

NET LEASE

24. This is a net-net-net Lease and the parties agree and understand that Tenant shall pay Tenant's proportionate share of the real estate taxes, special assessments, insurance and all other Operating Expenses as described in subparagraph 4.b of this Lease.

MISCELLANEOUS

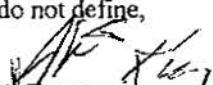
25.(a) **Binding on Assigns.** All terms, conditions, and agreements of this Lease shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

(b) **Amendment in Writing.** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.

(c). **Waiver - None.** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord, which Landlord is not obligated to do hereunder, shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

(d) **No Surrender.** No surrender of the Premises by Tenant shall be affected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

(e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.

(f) **Brokers.** The brokers involved in this transaction are, ~~David Maenner, CB Richard Ellis Real Estate Company as Agent for Landlord, and~~  as Agent for Tenant.

(g) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

OTHER PROVISIONS

26. **Landlord Improvements at Landlords cost:**

- a) Install a fire rated demising wall on the East side of Premises;
- b) Provide 2 ADA handicap restrooms to local code in a location selected by Tenant within reasonable distance from the main sewer trunk line;

Until this Lease is executed on behalf of all parties hereto, it shall be construed as an offer to lease of Tenant to Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

Char-Deb Properties, L.L.C.

Landlord

Katherine Howell

Witness

By



Katherine Howell

Witness

By



Nebraska Beverage Partners, L.L.C.

Tenant

Katherine Howell

Witness

By



Witness

By

PERSONAL GUARANTEE

The undersigned hereby unconditionally guarantee unto the Landlord the payment of the rent and the performance of all of the covenants under the Lease by the Tenant and hereby waive notice of any default under the Lease and agree that this liability shall not be released or affected by an extension of time for payment or by any forbearance by the Landlord.

Dated this 19 Day of June 2023

By:

Zac Triemert

Name

By:

Name

1116 Jackson St

Street Address

Street Address

OMAHA

NE

68102

City

State

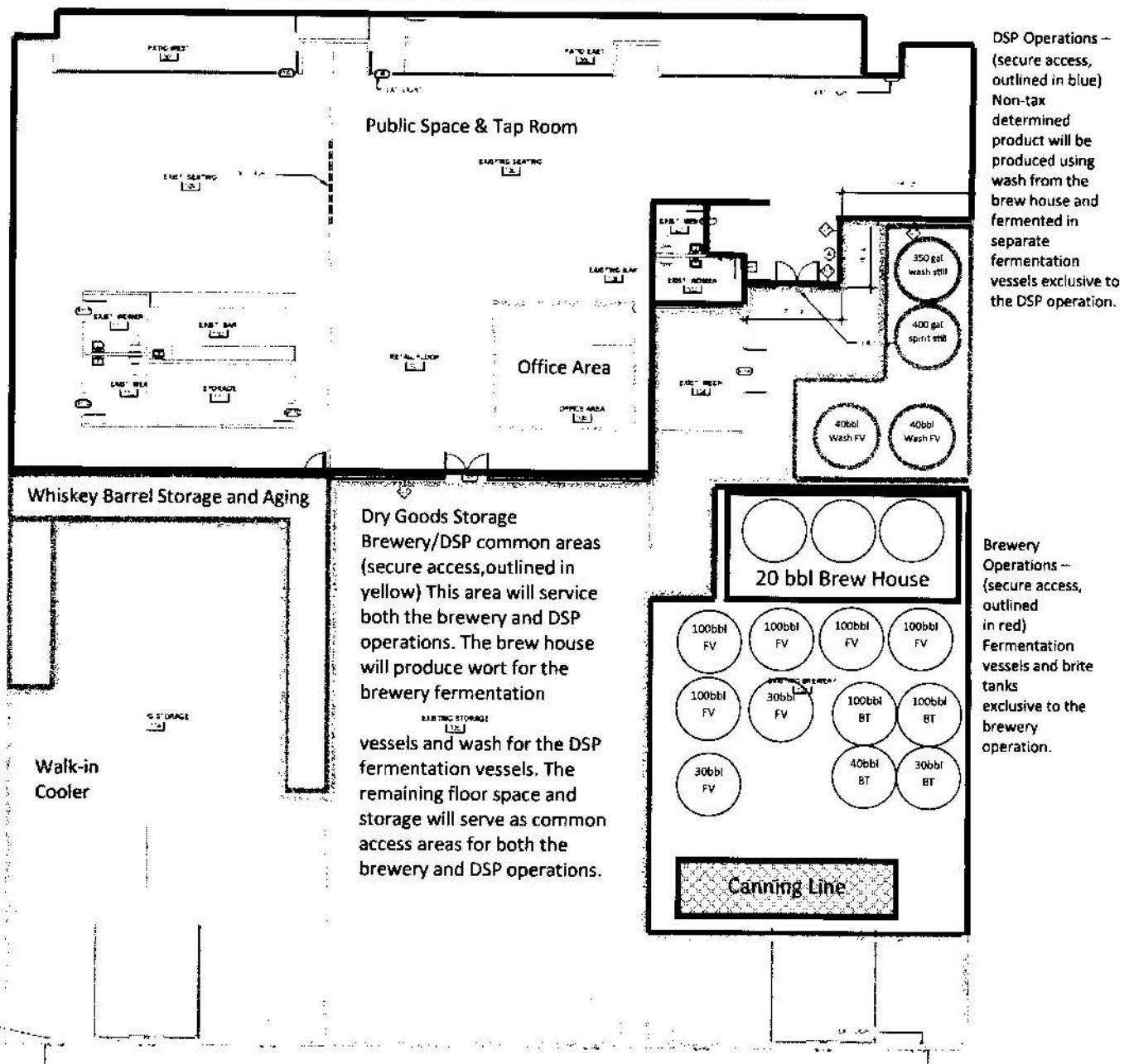
Zip

City

State

Zip

Tasting room – (public access, outlined in green) Tax-paid product will be sold here, subject to State of Nebraska Liquor Control Commission and local municipal regulations. Included are bathrooms and retail space. Access points from the public areas to the brewery and distillery will be locked during retail business hours. The tasting room, patio, and public areas are common to the brewery and DSP license.



BUSINESS PLAN

Applicant: Nebraska Beverage Partners, LLC., a Nebraska limited liability company (the "Company").

Premises Name: Brickway Brewing & Distilling Co - Satellite Location

Premises Location: 11941 Centennial Road La Vista, Nebraska 68128

Goals and Objectives for the Premises:

The Company will operate as a brewery, distillery, and tasting room with food options.

Business Sector:

The Company currently operates in the brewery and distillery industries

Established Record:

The Company has a years-long record of NLCC-compliance under the current license for Brickway's downtown Omaha location, and has continuity of management with Zac Triemert, who has operated a brewery and distillery for over 10 years.

Staffing

The Company will continue to utilize properly trained employees for its brewing, distilling, and on and off sale alcohol at the Premises.

Wholesalers

Quality Brands; others licensed in Nebraska as needed

ASSIGNMENT AND ASSUMPTION OF ASSET PURCHASE AGREEMENT

This Assignment and Assumption of Asset Purchase Agreement (the "Agreement") effective as of this 7 day of June, 2023 (the "Effective Date") is by and between Borgata Brewing and Distilling, LLC, a Nebraska limited liability company doing business as 'Brickway Brewery' and 'Brickway Distillery' ('Assignor') and Nebraska Beverage Partners, LLC, a Nebraska limited liability company and wholly owned subsidiary of Assignor ('Assignee')

WHEREAS Assignor Quaff Partners, LLC, a Nebraska limited liability company ('Quaff Partners'), Quaff, LLC, a Nebraska limited liability company ('Quaff'), Lucky Bucket Brewing, LLC, a Nebraska limited liability company ('Lucky Bucket'), Cut Spike Distillery, LLC, a Nebraska limited liability company ('Cut Spike') and together with Quaff Partners, Quaff, and Lucky Bucket, 'Assignor Companies'), and certain 'Owners' of Assignor Companies have entered into a certain Asset Purchase Agreement dated as of May 9, 2023 (the 'Purchase Agreement'), pursuant to which, among other things, Assignor has agreed to purchase substantially all of the assets of the 'Business' (as such term is defined in the Purchase Agreement) from Assignor Companies, and

WHEREAS Section 9.6 of the Purchase Agreement permits Assignor to assign its rights and obligations under the Purchase Agreement to Assignee without the prior written consent of Seller Companies or Owners, and

WHEREAS, Assignor desires to assign all of Assignor's rights and obligations under the Purchase Agreement to Assignee and Assignee desire to accept and assume the same from Assignor, pursuant to the terms of this Agreement

NOW, THEREFORE in consideration of the mutual covenants, terms and conditions set forth herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. **Definitions.** All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement

2. **Assignment and Assumption.** Assignor hereby assigns, grants, conveys and transfers to Assignee all of Assignor's right, title and interest in and to the Purchase Agreement. Assignee hereby accepts such assignment and assumes all of Assignor's duties and obligations under the Purchase Agreement. In accordance with Section 9.6 of the Purchase Agreement, the assignment pursuant to this Agreement shall not relieve Assignor of any of its obligations under the Purchase Agreement

3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nebraska without giving effect to any choice or conflict of law provision or rule (whether of the State of Nebraska or any other jurisdiction)

4. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement

[Signature page follows]

IN WITNESS WHEREOF the parties have executed this Agreement to be effective as of the date first above written

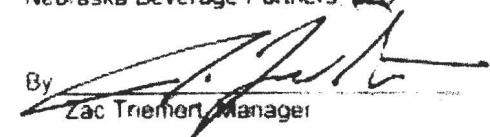
ASSIGNOR:

Borgata Brewing and Distilling, LLC

By 
Zac Trieman, Manager

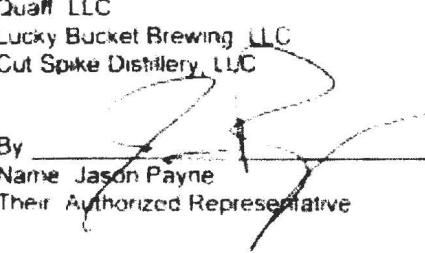
ASSIGNEE:

Nebraska Beverage Partners, LLC

By 
Zac Trieman, Manager

ACKNOWLEDGEMENT

By signing below the undersigned acknowledges and agrees to this Agreement and the assignment of the Purchase Agreement pursuant to this Agreement

Quaff Partners, LLC
Quaff, LLC
Lucky Bucket Brewing, LLC
Cut Spike Distillery, LLC
By 
Name Jason Payne
Their Authorized Representative

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of the 9th day of May, 2023, is entered into between Quaff Partners, LLC, a Nebraska limited liability company ("Quaff Partners"), Quaff, LLC, a Nebraska limited liability company ("Quaff"), Lucky Bucket Brewing, LLC, a Nebraska limited liability company ("Lucky Bucket"), and Cut Spike Distillery, LLC, a Nebraska limited liability company ("Cut Spike" and together with Quaff Partners, Quaff, and Lucky Bucket, "Seller Companies" and each a "Seller Company"); Jeff Carstens, Scott Katskee, Jason Payne, and Chuck Tomek (each an "Owner" and collectively, "Owners"); and Borgata Brewing and Distilling, LLC, a Nebraska limited liability company doing business as "Brickway Brewery" and "Brickway Distillery", or its permitted assignee ("Buyer"). Capitalized terms used in this Agreement have the meanings given to such terms herein.

RECITALS

WHEREAS, Seller Companies are engaged in the brewery and distillery business known as Lucky Bucket Brewing Co. and Cut Spike Distillery (the "Business"), with Seller Companies' principal place of business located at 11941 Centennial Rd, La Vista, Nebraska 68128 (the "Business Location");

WHEREAS, prior to the Closing (defined below), Buyer intends to assign its rights and obligations under this Agreement to an entity to be formed by Buyer (or its manager Zac Triemert) for the purposes of entering into the transactions contemplated by this Agreement ("Buyer Assignee");

WHEREAS, Buyer Assignee's ownership may include, among others, Scott Katskee, who is an Owner of Seller Companies, which ownership (if any) shall be memorialized in separate written agreement(s) between Buyer Assignee, Scott Katskee, and/or any other owner of Buyer Assignee; and

WHEREAS, Seller Companies wish to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller Companies, substantially all the assets of the Business for Buyer's use, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

1.1 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller Companies shall sell, convey, assign, transfer, and deliver to Buyer, and Buyer shall purchase from Seller Companies, all rights, property and assets of every kind, character and description, whether tangible or intangible, whether real, personal or mixed, whether accrued, contingent or otherwise, of Seller Companies that are owned, held or used by Seller Companies in connection with the Business, wherever located and whether or not reflected in its books and records, other than the Excluded Assets (as defined below) (collectively, the "Purchased Assets"). The Purchased Assets shall include, without limitation, the following:

- (a) all machinery, fixtures, improvements, equipment, computer hardware, phone systems, point-of-sale systems, furniture, furnishings, artwork, and other tangible personal property owned by Seller Companies and used in connection with the Business or located at the Business Location (collectively, the "**Tangible Personal Property**"), including, without limitation, those items listed on Schedule 1.1(a);
- (b) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories ("**Inventory**"), including, without limitation, the Inventory set forth on Schedule 1.1(b);
- (c) subject to Section 5.8, all distributor, supplier, service, maintenance, management and other contracts and agreements related to the operation and management of the Business, to the extent listed on Schedule 1.1(c), as well as any rights arising under or related to such contracts and agreements (the "**Assigned Contracts**");
- (d) all accounts receivable and other rights to payment from customers of the Business, and the full benefit of all security for such accounts or rights to payment, and any claim, remedy or other right related to any of the foregoing (the "**Accounts Receivable**");
- (e) all copies of financial and accounting records relating to the Purchased Assets, computer software and documents, books, asset ledgers, payroll records, supplier lists, vendor lists, customer lists, mailing lists, advertising materials, copies of customer and client records, equipment logs, operating guides and manuals, drawings, electronic art, database information, program and process documentation, and other business records owned by Seller Companies and related to the Business (the "**Business Records**");
- (f) all transferable or assignable certificates of occupancy, use permits, use permit applications, building or equipment permits, consents, authorizations, variances, waivers, licenses, permits, certificates and approvals from any governmental authority with respect to the Business;
- (g) all intangible rights and property of Seller Companies related to the Business, including but not limited to websites, links, domain name registrations, social media, online advertising accounts, telephone numbers, facsimile numbers, and email accounts (the "**Intangible Property**");
- (h) all of Seller Companies' right, title and interest in and to the intellectual property rights used in or related to the Business or the Purchased Assets, including, without limitation, (i) all trade names, trademarks, service marks and associated logos, whether registered or under common law; (ii) with regard to trademarks registered with the U.S. Patent and Trademark Office that are "inactive" or "dead," all remaining federal rights relating thereto and any and all underlying common law rights; and (iii) the intellectual property rights listed on Schedule 1.1(h) (the "**Intellectual Property**");
- (i) all of Seller Companies' rights under warranties, indemnities, and all similar rights against third parties to the extent related to any Purchased Assets;

- (j) all prepaid expenses and all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Purchased Assets, or the Assumed Liabilities; and
- (k) all goodwill and the going concern value of the Purchased Assets and the Business.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the following assets (collectively, the “**Excluded Assets**”), are not part of the sale and purchase contemplated hereunder, are excluded from the Purchased Assets and shall remain the property of Seller Companies after the Closing:

- (a) all distributor, supplier, service, maintenance, management and other contracts and agreements related to the operation and management of the Business not listed on Schedule 1.1(c);
- (b) all cash, cash equivalents, bank deposits, and short-term investments;
- (c) minute books and any other records relating to the organization of Seller Companies;
- (d) books and records that Seller Companies are required to retain pursuant to any applicable law including without limitation all personnel records;
- (e) tax refund claims, including any cash refund for the employee retention tax credit set forth in Section 2301 of the Coronavirus Aid, Relief, and Economic Security Act, as amended (the “**CARES Act**”) and applied for prior to the Closing, and all tax records and returns;
- (f) all claims by Seller Companies with respect to the Excluded Assets and the Retained Liabilities (as defined below) and all defenses, rights of set off and counterclaims arising out of or relating to any of the Retained Liabilities;
- (g) all insurance policies maintained by any Seller Company and any rights thereunder;
- (h) any liquor permits or authorizations not transferable or assignable by Seller; and
- (i) all items listed on Schedule 1.2(g), attached hereto and incorporated herein by this reference.

1.3 Liabilities. Buyer will not assume any liabilities, obligations, or commitments of any nature whatsoever, whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise (“**Liabilities**”) of the Business or Purchased Assets (“**Retained Liabilities**”), other than Liabilities arising out of or related to (a) trade payables of Seller Companies in connection with the Business that remain unpaid as of the Closing Date; (b) the Assigned Contracts; or (c) Buyer’s ownership or operation of the Business and the Purchased Assets after the Closing Date (“**Assumed Liabilities**”).

1.4 Purchase Price. The aggregate purchase price for the Purchased Assets shall be equal to Three Hundred Twenty Five Thousand Dollars (\$325,000.00) (the "Purchase Price"). Buyer shall pay the Purchase Price in immediately available funds at the Closing (defined below) to an account designated by Seller Companies.

1.5 Allocation. The Purchase Price shall be allocated among the Purchased Assets in accordance Schedule 1.5 attached hereto. Buyer and Seller Companies shall file all returns, declarations, reports, information returns and statements and other documents relating to taxes (including amended returns and claims for refund) in a manner consistent with the allocation shown in such Schedule.

1.6 Third Party Consents. To the extent that Seller Companies' rights under any Purchased Asset may not be assigned to Buyer without the consent of another natural person, proprietorship, partnership, corporation, limited liability company, organization, firm, business, joint venture, association, trust, or any other entity ("Person") that has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller Companies, at its expense, shall use commercially reasonable efforts prior to Closing to obtain any such required consent(s). If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, then Seller Companies, in their sole and absolute discretion, may agree to act after the Closing as Buyer's agent in order to obtain for Buyer the benefits thereunder to the maximum extent permitted by applicable law; provided, that, as a condition to Seller Companies agreeing to act as Buyer's agent, Buyer shall indemnify Seller Companies for any liability or obligation arising out of or resulting from Seller Companies acting as Buyer's agent or any other reasonable arrangement designed to provide such benefits to Buyer.

ARTICLE II CLOSING

2.1 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place remotely by exchange of documents and signatures (or their electronic counterparts) on June 15, 2023, or at such other time or place or in such other manner as Seller Companies and Buyer may mutually agree upon in writing (the "Closing Date").

2.2 Seller Companies' Closing Deliverables. At the Closing, Seller Companies shall deliver to Buyer the following:

(a) a bill of sale in a form mutually agreed upon by the parties (the "Bill of Sale") and duly executed by Seller Companies, transferring the Purchased Assets, including Tangible Personal Property and Inventory, to Buyer;

(b) an assignment and assumption agreement in a form mutually agreed upon by the parties (the "Assignment and Assumption Agreement") and duly executed by Seller Companies, effecting the assignment to and assumption by Buyer of the Assigned Contracts and the Intangible Property;

(c) an intellectual property assignment agreement in a form mutually agreed upon by the parties (the "IP Assignment Agreement") and duly executed by Seller Companies, effecting the assignment of the Intellectual Property to Buyer;

(d) evidence of complete satisfaction of Seller Companies' SBA and/or Core Bank loan(s) and evidence of termination of all liens and encumbrances on the Purchased Assets, in form and substance reasonably satisfactory to Buyer;

(e) third-party consents to the Assigned Contracts and such consents otherwise required to effect the transactions contemplated by this Agreement;

(f) a certificate of the manager of each Seller Company, certifying and attaching (i) true, correct and complete copies of the Certificate of Organization of such Seller Company in effect as of the Closing Date, certified by the Secretary of State of the State of Nebraska, (ii) the Operating Agreement of such Seller Company in effect as of the Closing Date, (iii) all resolutions of the managers and members of the Seller Company authorizing the execution and delivery of this Agreement, each Transaction Document to which such Seller Company is a party, and the consummation of the transactions contemplated hereby and thereby, and (iv) the names and titles of the managers or officers of such Seller Company duly authorized to execute and deliver this Agreement and each Transaction Document to which such Seller Company is a party, together with specimen signatures of such managers or officers;

(g) the Business Records; and

(h) such other customary instruments of transfer or assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to the transactions contemplated by this Agreement.

2.3 Buyer's Closing Deliverables. At the Closing, Buyer shall deliver to Seller Companies (or to such other Person indicated below) the following:

(a) the Purchase Price;

(b) the Bill of Sale, duly executed by Buyer;

(c) the Assignment and Assumption Agreement, duly executed by Buyer;

(d) the IP Assignment Agreement, duly executed by Buyer; and

(e) a certificate of the manager of Buyer certifying and attaching (i) true, correct and complete copies of the Certificate of Organization of Buyer in effect as of the Closing Date, certified by the Secretary of State of the State of Nebraska, (ii) the Operating Agreement of Buyer in effect as of the Closing Date, (iii) all resolutions of the managers and members of the Buyer authorizing the execution and delivery of this Agreement, each Transaction Document to which Buyer is a party, and the consummation of the transactions contemplated hereby and thereby, and (iv) the names and titles of the managers or officers of Buyer duly authorized to execute and deliver this Agreement and each Transaction Document to which Buyer is a party, together with specimen signatures of such managers or officers;

ARTICLE III **REPRESENTATIONS AND WARRANTIES OF SELLER COMPANIES AND OWNERS**

Seller Companies and Owners jointly and severally represent and warrant to Buyer that the statements contained in this Article III are true and correct as of the date hereof and as of the Closing Date.

3.1 Authority of Seller Companies. Each Seller Company a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Nebraska. Each Seller Company has all necessary company power and authority to enter into this Agreement and the other agreements, instruments and documents required to be delivered in connection with this Agreement or at the Closing (collectively, the "**Transaction Documents**") to which such Seller Company is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each Seller Company of this Agreement and any Transaction Document to which such Seller Company is a party, the performance by such Seller Company of its obligations hereunder and thereunder, and the consummation by such Seller Company of the transactions contemplated hereby and thereby have been duly authorized by all requisite company action on the part of such Seller Company. This Agreement and the Transaction Documents constitute legal, valid, and binding obligations of each Seller Company enforceable against such Seller Company in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditor's rights generally.

3.2 Authority of Owners. Owners own a majority of the issued and outstanding equity interests of the Seller Companies. This Agreement constitutes legal, valid, and binding obligations of each Owner enforceable against such Owner in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditor's rights generally.

3.3 No Conflicts or Consents. The execution, delivery, and performance by Seller Companies of this Agreement and the Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the Certificate of Organization, Operating Agreement, or other organizational documents of any Seller Company; (b) other than as set forth on Schedule 3.3, require the consent, notice, declaration, or filing with or other action by any Person or governmental authority (including any counterparty to any Assigned Contract); or (c) result in the creation or imposition of any charge, claim, pledge, equitable interest, lien, security interest, restriction of any kind, or other encumbrance on the Purchased Assets.

3.4 Financial Statements. Seller Companies provided (or will provide within ten (10) days of the date of this Agreement) Buyer with the following financial statements: (a) unaudited consolidated balance sheets for the fiscal years ending December 31, 2021, and December 31, 2022; (b) interim, unaudited consolidated balance sheet for the three-month period ending March 31, 2023; and (c) corresponding statements of income for the balance sheets referred to in (a) and (b) (collectively, the "**Seller Financial Statements**"). The Seller Financial Statements are accurate, correct, and complete in all material respects and present fairly the results of operation and financial condition of the Business.

3.5 Tangible Personal Property. Schedule 1.1(a) is a complete and accurate list and description of the Tangible Personal Property of Seller Companies as of the date hereof. To the knowledge of Seller Companies' or Owners (without any obligation or duty to inquire or

investigate), all Tangible Personal Property is in good and useable repair and condition, ordinary wear and tear excepted, is suitable for the purposes used or intended to be used and has been maintained in accordance with good business and maintenance practice.

3.6 Inventory. Schedule 1.1(b) is a complete and accurate list and description of the Inventory of Seller Companies as of the date hereof. All Inventory consists of a quality and quantity usable and salable in the ordinary course of business consistent with past practice, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. All Inventory is owned by Seller Companies free and clear of all liens and encumbrances, and no Inventory is held on a consignment basis. The quantities of each item of Inventory (whether raw materials, work-in-process or finished goods) are not excessive but are reasonable in the present circumstances of Seller Companies.

3.7 Contracts. Seller Companies have delivered to Buyer true and correct copies of (a) the Assigned Contracts, that certain Business Property Lease by and between Char-Deb Properties, L.L.C. ("Landlord") and Quaff (the "Lease"), and the Seller Companies' agreements with its beer and liquor distributors/wholesalers listed on Schedule 3.7 (the "Distributor Agreements"). The Assigned Contracts, the Lease, and the Distributor Agreements are valid and binding on the applicable Seller Companies in accordance with their terms and are in full force and effect. No Seller Company nor, to Seller Companies' or Owners' knowledge (without any obligation or duty to inquire or investigate), any other party thereto is in breach of or default under any Assigned Contract, the Lease, or any Distributor Agreement.

3.8 Accounts Receivable. The Accounts Receivable: (a) have arisen from bona fide transactions entered into by Seller Companies involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice and (b) to the knowledge of Seller Companies' or Owners (without any obligation or duty to inquire or investigate) constitute valid, undisputed claims of Seller Companies and are not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice.

3.9 Intellectual Property.

(a) Schedule 1.1(h) contains a correct, current, and complete list of all Intellectual Property used in the Business as currently conducted. Seller Companies own or have the valid and enforceable right to use all Intellectual Property, free and clear of all liens and encumbrances. All of the Intellectual Property is valid and enforceable, and all registrations relating thereto are subsisting and in full force and effect, unless otherwise noted in Schedule 1.1(h). Seller Companies have taken all reasonable and necessary steps to maintain and enforce the Intellectual Property.

(b) The conduct of the Business as currently and formerly conducted has not infringed, misappropriated, or otherwise violated and will not infringe, misappropriate, or otherwise violate the intellectual property or other rights of any Person. No Person has infringed, misappropriated, or otherwise violated any Intellectual Property included in the Purchased Assets.

3.10 Title to Purchased Assets. Except for UCC liens # 9810506252-0, 9810513654-1, and 9813723440-8 filed by Core Bank f/k/a Centennial Bank as secured party against Quaff, Lucky Bucket, and Cut Spike, respectively, as debtor, which shall be terminated on or before the

Closing Date, Seller Companies have good and valid title to all of the Purchased Assets, free and clear of liens and encumbrances. The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property, and assets necessary to conduct the Business as currently conducted.

3.11 Legal Proceedings; Governmental Orders. There are no claims, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas, or investigations of any nature, whether at law or in equity ("Actions") pending or, to Seller Companies' or Owners' knowledge (without any obligation or duty to inquire or investigate), threatened against or by any Seller Company relating to or affecting the Business or the Purchased Assets.

3.12 Employees; Independent Contractors. Schedule 3.12 sets forth a list of all of Seller Companies' employees and independent contractors who work for the Business. Seller Companies have delivered to Buyer true and correct copies of any contracts regarding the terms of service and the rate and basis for total compensation of such Persons. Except as set forth on Schedule 3.12, there are no liabilities or outstanding claims by any employee or independent contractor required to be listed on Schedule 3.12 against any Seller Company.

3.13 Employee Benefits. Schedule 3.13 sets forth a summary of all employee benefit plans of Seller Companies (collectively, "Plans"). All Plans comply in all material respects with all applicable laws, regulations or orders, including the Employee Retirement Income Security Act of 1974, as amended (ERISA), are fully funded and, to Seller Companies' and Owners' knowledge (without any obligation or duty to inquire or investigate), no circumstances exist with respect to the Plans which could reasonably be expected to have a material adverse change on the Purchased Assets or the Business.

3.14 Taxes.

(a) All Taxes due and owing by Seller Companies have been, or will be, timely paid. No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Seller Companies. All Tax returns with respect to the Business required to be filed by Seller Companies for any tax periods prior to Closing have been, or will be, timely filed. Such Tax returns are, or will be, true, complete, and correct in all material respects.

(b) Seller Companies are qualified for any deferral of payroll Taxes they have taken and any employee retention credit they have claimed pursuant to Section 2301 and 2302 of the CARES Act, with respect to the Business.

(c) The term "Taxes" means all federal, state, local, foreign, and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, withholding, payroll, employment, unemployment, excise, severance, stamp, occupation, premium, property (real or personal), customs, duties, or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest, additions, or penalties with respect thereto.

3.15 Compliance with Laws; Permits.

(a) Seller Companies are in material compliance with all laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets.

(b) All permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from governmental authorities ("Permits") required for Seller Companies to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets have been obtained by Seller Companies and are valid and in full force and effect. Seller Companies have delivered to Buyer true and correct copies of all Permits, including, without limitation, all TTB Bonds and COLAs. All fees and charges with respect to such Permits as of the date hereof have been paid in full. To the knowledge of Seller Companies' or Owners (without any obligation or duty to inquire or investigate), no event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit.

3.16 Ordinary Course; Material Adverse Change.

(a) Seller Companies have operated the Business in the ordinary course of business consistent with past practice before the Closing Date. Without limiting the foregoing, since December 31, 2022, there has not been any:

(i) material change in cash management practices and policies, practices and procedures with respect to collection of Accounts Receivable, establishment of reserves for uncollectible Accounts Receivable, accrual of Accounts Receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;

(ii) incurrence, assumption or guarantee of any indebtedness for borrowed money in connection with the Business except unsecured current obligations and Liabilities incurred in the ordinary course of business consistent with past practice; or

(iii) transfer, assignment, sale or other disposition of any of the Purchased Assets, except for the sale of Inventory in the ordinary course of business.

(b) Since December 31, 2022, nothing is known or has come to the attention of Seller Companies or Owners that would reasonably be interpreted to result in any materially adverse change in the Business or its financial condition, assets or liabilities, or to the operation of the Business.

3.17 No Broker. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any Transaction Document based upon arrangements made by or on behalf of any Seller Company or Owner.

3.18 Future Performance. Seller Companies and Owners make no representation or warranty of any kind with respect to the future performance of the Business.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller Companies and Owners that the statements contained in this Article IV are true and correct as of the date hereof and as of the Closing Date.

4.1 Organization and Authority of Buyer. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Nebraska. Buyer has all necessary company power and authority to enter into this Agreement and the Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder, and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite company action on the part of Buyer. This Agreement and the Transaction Documents constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditor's rights generally.

4.2 No Conflicts; Consents. The execution, delivery, and performance by Buyer of this Agreement and the Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the Certificate of Organization, Operating Agreement, or other organizational documents of Buyer; (b) violate or conflict with any provision of any law or governmental order applicable to Buyer; or (c) require the consent, notice, declaration, or filing with or other action by any Person or require any permit, license, or governmental order.

4.3 Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

4.4 No Broker. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any Transaction Document based upon arrangements made by or on behalf of Buyer.

4.5 Notice of Inconsistencies. Neither Buyer nor its members have personal knowledge of any condition or state of facts which makes or will make any of the representations or warranties of the Seller Companies or Owners in this Agreement materially inaccurate or untrue.

ARTICLE V COVENANTS

5.1 Access to Information. From the date hereof until the Closing, Seller Companies shall (a) afford Buyer and its representatives full and free access to and the right to inspect all of

the Purchased Assets and other documents and data related to the Business; (b) furnish Buyer and its representatives with such financial, operating and other data and information related to the Business as Buyer or any of its representatives may reasonably request; and (c) instruct the representatives of Seller Companies to cooperate with Buyer in its investigation of the Business. Any investigation pursuant to this Section 5.1 shall be conducted in such manner as not to interfere unreasonably with the conduct of the Business.

5.2 Alcohol. Seller Companies agree to execute and deliver all signatures and documentation required for Buyer to obtain approval from the Nebraska Liquor Control Commission for Temporary Operating Permits on or before the Closing. In addition, Seller Companies shall cooperate and provide signatures as Buyer reasonably requests to obtain any federal bonds and licenses.

5.3 Conduct of Business Prior to the Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer, Seller Companies shall (a) conduct the Business in the ordinary course of business consistent with past practice; and (b) use commercially reasonable efforts to maintain and preserve intact its current Business organization, operations and franchise and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having relationships with the Business. Without limiting the foregoing, from the date hereof until the Closing Date, Seller Companies shall not take or permit any action that would cause any of the changes, events or conditions described in Section 3.16(a) to occur.

5.4 Employees. Seller Companies shall terminate all employees of the Business effective as of the Closing Date and shall pay all amounts owing to such terminated employees under the Plans and applicable law on the Closing Date. Seller Companies shall be responsible for any accrued benefits of its employees up to the Closing Date. Buyer may, in its discretion, extend offers of employment to Seller Companies' employees upon such terms and conditions acceptable to Buyer in its sole discretion. Buyer shall have no obligation to accept or adopt any contract, agreements, policies or procedures with regard to Seller Companies' employees.

5.5 Public Announcements. Unless otherwise required by applicable law, no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby without the prior written consent of the other parties (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

5.6 Transfer Taxes and Fees. All sales, use, registration, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the Transaction Documents, if any, shall be borne and paid by Seller Companies when due. Seller Companies shall, at their own expense, timely file any tax return or other document with respect to such taxes or fees.

5.7 Prorations. Without limiting any other provisions of this Agreement, it is the express intent of the parties that (a) the economic benefits and detriments of the Business arising from or related to operations up to the Closing Date are intended to be the sole benefit and responsibility of Seller Companies, and (b) the economic benefits and detriments of the Business arising from or related to operations on and after the Closing Date are intended to be the sole benefit and responsibility of Buyer. Accordingly, at the Closing, all prepaid expenses, utility charges, royalty and brand fund payments, and other income or operating expense items relating to the Business shall be prorated. The parties further agree that, to the extent any such expenses

may be unknown or unascertainable at the Closing, the parties shall cooperate to address such items of expense on a timely basis so as to allocate such items and matters in an equitable manner.

5.8 Reserved.

5.9 Closing Conditions. From the date hereof until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VII hereof.

5.10 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the Transaction Documents.

For the purposes of this Agreement, the term “**Affiliate**,” with respect to a Person, shall mean any equity holder of such Person, as well as any Person that controls, is controlled by, or in common control with, directly or indirectly, through one or more intermediaries, such Person or such Person’s equity holders.

ARTICLE VI INDEMNIFICATION

6.1 Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall survive the Closing for a period of six (6) months; provided, that Seller Companies’ and Owners’ representations and warranties contained in Sections 3.1, 3.2, 3.10, 3.14, 3.17, and Buyer’s representations and warranties contained in Sections 4.1, and 4.4 (collectively, the “**Fundamental Representations**”) shall survive until the expiration of the applicable statute of limitations.

6.2 Indemnification by Seller and Owners. Subject to the other terms and conditions of this Article VI, Seller Companies and Owners shall jointly and severally indemnify and defend each of Buyer and its Affiliates (collectively, the “**Buyer Indemnitees**”) against, and shall hold each of them harmless from and against, any and all losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees (collectively, “**Losses**”), incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, or with respect to: (a) any Action by reason of or resulting from, relating to, or based upon the occurrence of any event in connection with the Business or the Purchased Assets prior to the Closing; (b) any inaccuracy in or breach of any representation, warranty or any agreement, covenant or obligation on the part of any Seller Company or any Owner made in this Agreement or the Transaction Documents; or (c) any Excluded Asset or any Retained Liability.

6.3 Indemnification by Buyer. Subject to the other terms and conditions of this Article VI, Buyer shall indemnify and defend each of Seller Companies, Owners, and its and their Affiliates (collectively, the “**Seller Indemnitees**”) against, and shall hold each of them harmless from and against any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, or with respect to: (a) any Action by reason of or resulting from, relating to, or based upon the occurrence of any event in connection with the Business or the Purchased Assets on or after the Closing; (b) any inaccuracy in or breach of any

representation, warranty or any agreement, covenant or obligation on the part of Buyer made in this Agreement or the Transaction Documents; or (c) any Assumed Liability.

6.4 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "Indemnified Party") shall promptly provide written notice of such claim to the other party (the "Indemnifying Party"). Each such notice shall set forth in reasonable detail the factual basis giving rise to the claim or claims and the amount of the damages and expenses incurred as a result of such claim. The Indemnifying Party shall promptly reimburse and pay the Indemnified Party for all damages and expenses to which the Indemnified Party is entitled under this Article VI.

6.5 Basket. Notwithstanding anything to the contrary in this Article VI, Buyer agrees not to assert any claim against the Seller Companies or Owners for indemnification unless the claims in the aggregate permitted to be sought by Buyer under this Agreement are equal to or greater than Twenty Five Thousand Dollars (\$25,000.00) (the "Basket"), in which event Buyer shall only be entitled to indemnification for all amounts in excess of the Basket, subject to the indemnification maximum stated in Section 6.6 hereof.

6.6 Indemnification Limit. Notwithstanding anything to the contrary contained in this Article VI, the maximum aggregate indemnification obligation of the Seller Companies shall be limited to the Purchase Price and the maximum aggregate indemnification obligation of each Owner shall be limited to the share of the Purchase Price received by such Owner; provided, that such limitation shall not apply to Losses arising out of or with respect to fraud or breach of a Fundamental Representation.

ARTICLE VII **CONDITIONS PRECEDENT TO OBLIGATIONS OF THE PARTIES**

7.1 Seller Companies' Conditions. The obligations of Seller Companies under this Agreement are subject to the fulfillment prior to or on the Closing Date of the following conditions:

(a) **Representations and Warranties; Covenants.** Each of the representations and warranties of Buyer contained in this Agreement shall be accurate in all material respects as of the date hereof and as of the Closing Date, and Buyer shall have performed all covenants and agreements required to be performed by it and shall not be in default under any of the provisions of this Agreement at or prior to the Closing Date.

(b) **Deliveries by Buyer.** On or before the Closing Date, Buyer shall have delivered all closing deliverables in accordance with Section 2.3.

(c) **Release from Lease.** Seller Companies and Owners shall have been released from any liability relating to the real property lease for the Business Location that occurs post-Closing, and from any guarantee relating thereto whether occurring prior to, on, or after the Closing Date.

7.2 Buyer's Conditions. The obligations of Buyer under this Agreement are subject to the fulfillment prior to or on the Closing Date of the following conditions:

(a) **Representations and Warranties; Covenants.** Each of the representations and warranties of Seller Companies and Owners contained in this Agreement shall be

accurate as of the date hereof and as of the Closing Date, and Seller Companies and Owners shall have performed all covenants and agreements required to be performed by it and shall not be in default under any of the provisions of this Agreement at or prior to the Closing Date.

(b) Deliveries by Seller Companies. On or before the Closing Date, Seller Companies shall have delivered all closing deliverables in accordance with Section 2.2.

(c) Due Diligence. Buyer's due diligence investigation of the Business shall have completed in a manner satisfactory to Buyer.

(d) Lease. Buyer shall have either assumed the Lease or entered into a new lease agreement with Landlord, at Buyer's sole option and on terms acceptable to Buyer in its sole discretion.

(e) Distributor Agreements. For distributor/wholesaler agreements that Buyer determines to be necessary or desirable, Buyer shall have either assumed such contracts or entered into new distributor/wholesaler agreements with the counterparties to such contracts, at Buyer's sole option and on terms acceptable to Buyer in its sole discretion.

(f) Tax Clearance. Each Seller Company shall have delivered to Buyer a Tax Clearance Certificate from the Nebraska Department of Revenue showing that no taxes are due that could adversely affect Buyer or the Purchased Assets.

ARTICLE VIII TERMINATION

8.1 Right of Termination. This Agreement and the transactions contemplated herein may be terminated at any time prior to Closing:

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

(b) By Seller Companies in the event any of the conditions set forth in Section 7.1 of this Agreement shall not have been satisfied or waived and the Closing shall not have occurred, or if it becomes apparent that any such conditions will not be satisfied or waived and the Closing will not occur, on or before September 30, 2023, or such later date as shall be agreed to in writing by Seller Companies and Buyer; or

(c) By Buyer in the event any of the conditions set forth in Section 7.2 of this Agreement shall not have been satisfied or waived and the Closing shall not have occurred, or if it becomes apparent that any such conditions will not be satisfied or waived and the Closing will not occur, on or before September 30, 2023, or such later date as shall be agreed to in writing by Seller Companies and Buyer.

8.2 Notice and Effect of Termination. Notice of termination of this Agreement as provided for in this Article VIII shall be given by the party so terminating to the other party hereto in accordance with Section 9.2 of this Agreement. No party shall have any liability to the other upon a termination by either party of this Agreement in accordance with Section 8.1.

ARTICLE IX MISCELLANEOUS

9.1 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

9.2 Notices. All notices hereunder shall be deemed sufficient given only if in writing, sent by certified mail, return receipt requested, and addressed as follows:

If to Seller Companies: Quaff Partners, LLC
615 N 40th Street
Omaha, NE 68131
Attention: Jason Payne
payne83121@gmail.com

with a copy to: Abrahams Kaslow & Cassman LLP
8712 West Dodge Road, Suite 300
Omaha, NE 68114
Attention: Thomas J. Malicki
tmalicki@akclaw.com

If to Buyer: Borgata Brewing and Distilling, LLC
1116 Jackson Street
Omaha, NE 68102
Attention: Zac Triemert
zac@drinkbrickway.com

with a copy to: Baird Holm LLP
1700 Farnam Street, Suite 1500
Omaha, NE 68102-2068
Attention: Brian R. Schumacher
bschumacher@bairdholm.com

9.3 Severability. In the event any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected in any way thereby.

9.4 Headings. Headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.

9.5 Entire Agreement. This Agreement, including any exhibits and schedules, and the Transaction Documents contain the entire understanding of Buyer and Seller Companies, and there are no warranties, representations or agreements between the parties, which are not set forth herein.

9.6 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, that Buyer may, in whole or in part, assign its rights and/or obligations under this Agreement without the prior written

consent of Seller Companies or Owners to Buyer Assignee, an Affiliate of Buyer or Buyer Assignee, or Scott Katskee. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations hereunder.

9.7 No Third Party Beneficiaries. The parties do not confer any rights or remedies upon any Person other than the parties to this Agreement and their respective successors and permitted assigns.

9.8 Amendment. This Agreement may be amended, modified, superseded or cancelled, and any of the terms, provisions, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto or, in the case of a waiver, by the party waiving compliance.

9.9 Governing Law. This agreement shall be governed by and its terms construed under the laws of the State of Nebraska.

9.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows.]

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

SELLER COMPANIES:

Quaff Partners, LLC
Quaff, LLC
Lucky Bucket Brewing, LLC
Cut Spike Distillery, LLC

DocuSigned by:
By: Jason Payne
Name: Jason Payne
Their: Authorized Representative

OWNERS:

DocuSigned by:
Jeff Carstens
Jeff Carstens

DocuSigned by:
Scott Katskee
Scott Katskee

DocuSigned by:
Jason Payne
Jason Payne

DocuSigned by:
C. T. Tomek
Chuck Tomek

BUYER:

Borgata Brewing and Distilling, LLC

DocuSigned by:
By: Zac Triemert
Name: Zac Triemert, Manager

Schedule 1.1(a)
Tangible Personal Property

1. Copper Stills (including boiler/piping/support structures)
2. Criveler Brewing System
3. 5 100 BBL Stainless Steel Fermentation Tanks
4. 3 100 BBL Stainless Steel Bright Tanks
5. 1972 Holdefless Bottling Line
6. 4 40 BBL Stainless Steel Fermentation Tanks
7. 60 BBL Stainless Steel Fermentation Tank
8. 20 ton Glycol Chiller
9. 40 ton Glycol Chiller
10. Bulk Grain Silo
11. Beer Truck
12. Plate and Frame Filter
13. Large Beer Cooler
14. Small Beer Cooler
15. Hyster Fork Lift
16. 10 Industrial Shelving Racks
17. 100 Stainless Steel Kegs
18. 8 Stainless Spirit Storage tanks
19. 2 6 head gravity fillers
20. Stainless Blending Tank
21. Whiskey Inventory
22. Whiskey Barrel Racks
23. Banquet Tables and Chairs
24. Tasting Room Tables and Chairs
25. Remaining Raw materials Inventory
26. 5 60 " televisions
27. Display Cooler
28. Office Equipment
29. Misc. Items (ladders/plastic shelving/glassware/etc.)
30. 2 Square Consoles
31. Hop Back

Schedule 1.1(b)
Inventory

Lucky Bucket Inventory
3/31/2023

Grain	
Type	Amount
Crisp Dexrin	55
Gambrinus Honey Malt	55
Crisp Munich Dark	0
Rahr 2-Row	43125
Rahr Rye Malt	0
Rahr White Wheat	0
Rahr Pils	330
Falked Oats	0
Flaked Rye	0
Rice Hulls	0
Crisp C45	0
Crisp Chocolate	0
Special B	0
Patagonia Perla Negra	0
Simpsons DRC	55
Simpsons Caramalt	0
Simpsons Crystal Light	110
Simpsons Black	0
Simpsons Chocolate	0
Simpsons Roasted Barley	0
Simpsons T50	0
Weyermann Abbey	0
Weyermann Vienna	0
Weyermann Dark Munich	110
Weyermann Dehusk Carafera 2	55
Weyermann Dehusk Carafera 3	55
Weyermann CaraAmber	825
Weyermann Carafoam	0
Weyermann Rye	0
Weyermann Carawheat	0
Weyermann Caramunich Type I	0
Weyermann Caramunich Type II	0
Weyermann Caramunich Type III	0
Weyermann Beach Smoked	0
Hops	
Type	Amount
Amarillo	0
Chinook	0
Cascade	477
Centennial	0
Mosaic	325
Citra	452
German Hersbrucker	0
Independence	0

Simcoe	168
Pacific Crest	451
Willamette	60
Fuggle	4
Goldings	16
Summit	0

Spices/Other Fermentables

Item	Amount
Spices/Other Fermentables	1
Honey (60# pail)	0
Lactose (55# Bag)	1
Pumpkin - Processed (per can)	0
Belgian Candy Sugar (55# jug)	0
Brown Sugar 7.5#	13
Amoretti Puree/. Gallon	4
Amoretti 10#	3
Amoretti 2#	15.33
Cocoa Nibs (per lb)	0
Hatch Chili Powder	0
Vanilla Extract (1 gal)	0.8

Brewing Additives

Item	Amount
Biofine Clear (55 gallon)	0.2
Calcium Sulfate	1
Fermcap (24 L)	0.5
Filter Pads EK	36
Filter Pads KS-80	0
Filter Pads EKS	0
Filter Pads K-300	89
Filter Pads T-1000	70
Calcium Chloride (50#bag)	0.75
Phosphoric Acid (55 gal)	0.5
Servomyces	1
Whirlfloc (5 lb)	1.2
Yeast White Labs - 830	1
Yeast - White Labs - 041	1
Yeast - Hef	0
Yeast - White Labs - 500	0
Yeast - Coastal Haze	1

Cleaning Chemicals

Item	Amount
Acid CIP	85
Chlorinated Caustic	40
Caustic	75
Foamer	4
Citric Blend 90146	25
Copper Caustic 60171	25
Peroxyacetic Acid	25

Production Beer

<i>Tank</i>	<i>Amount</i>
FV 1 - Lager	44
FV 2 - Lager	0
FV 3 - Groover	32
FV 4 - CE	0
FV 5 - Big Perm	0
FV 6 - Groover	32
FV 7 - CE	32
MT #1 - CE	0
BT #1 - Blond	50
BT #2 - Up in Smoke	0
CE BBL Aged Beer	15
BBL Aged Monkey Call	0
<hr/>	
Finished Beer	
<i>Type</i>	<i>Amount</i>
Lager - 1/6 BBL	35
Lager - 1/2 BBL	12
Lager - 6 packs	13
Lager - 4/6 Cases	290
CE - 1/6 BBL	11
CE - 1/2 BBL	0
CE - 6 packs	16
CE - Case	186
Blushing Monk - 1/6 BBL	4
Children of the Corn 2 - 1/2 BBL	0
Ofest - 1/6 BBL	0
Ofest - 1/2 BBL	0
Ofest - 6 packs	0
Ofest - 4/6 Cases	0
Big Pimpkin 1/6 BBL	0
Big Pimpkin 1/2 BBL	0
Apricot Groover - 1/6 BBL	0
Apricot Groover - 1/2 BBL	3
Snowsuit - 1/6 BBL	4
Snowsuit - 1/2 BBL	7
Snowsuit 6 pack	0
Snowsuit 4/6 Case	0
Belly Flop - 1/6 BBL	0
Belly Flop - 1/2 BBL	0
Belly Flop - 6 pack	9
Belly Flop - 4/6 case	250
Variety Pack	0
Up in Smoke - 1/6 BBL	0
Up in Smoke 1/2 BBL	6
Triple - 1/6 BBL	4
Triple - 1/2 BBL	1
Raven Black IPA - 1/6 BBL	0
Raven Black IPA - 1/2 BBL	0
Atomic Cloud - 1/6 BBL	0
Atomic Cloud - 1/2 BBL	0
BBL Aged CE - 1/6 BBL	0
BBL Aged CE - 1/2 BBL	0

Wicked Joe - 1/6 BBL	0
Wicked Joe - 1/2 BBL	0
Wicked Joe - Case	0
Superfly 1/6 BBL	0
Uncouth - 1/6 BBL	0
Uncouth - 1/2 BBL	0
IDT 1/6 BBL	0
IDT 1/2 BBL	0
El Mastodon - 1/6 BBL	0
El Mastodon - 1/2 BBL	0
Baluba - 1/2 BBL	0
Baluba - 1/6 BBL	0
Monkey Call 1/2 BBL	3
Monkey Call 1/6 BBL	9
Purple People Eater 1/2 BBL	0
Purple People Eater 1/6 BBL	0
Pineapple Express 1/6 BBL	0
Pineapple Express 1/2 BBL	0
Tropic Wonder - 1/6 BBL	14
Tropic Wonder - 1/2 BBL	3
Tropic Wonder - 6 pack	8
Tropic Wonder - Case	108
The Groover - 1/2 BBL	0
The Groover - 1/6 BBL	12
The Groover - 6 pack	17
The Groover - Case	137
Streaker - 1/2 BBL	0
Pits and Giggles - 1/6 BBL	0
Pits and Giggles 1/2 BBL	0
Monastic - 1/2 BBL	7
Monastic - 1/6 BBL	0
Mr Nice Guy 1/2 BBL	6
Mr Nice Guy 1/6 BBL	5
Bonsai Rye 1/2 BBL	0
Bonsai Rye 1/6 BBL	0
Citranomocon 1/6 BBL	0
Citranomicon 1/2 BBL	0
Root Beer - 1/2 BBL	5
Root Beer - 1/6 BBL	2
Yum Yum Skywalker - 1/2 BBL	0
Yum Yum Skywalker - 1/6 BBL	0
Lizard King - 1/6 BBL	0
Lizard King - 1/2 BBL	0
Lucky Light - 1/6 BBL	12
Lucky Light - 1/2 BBL	9
Lucky Light - 6 Pack	8
Lucky Light - Case	84
DJ's Sunni Ale - 1/2 BBL	11
DJ's Sunni Ale - 1/6 BBL	12
DJ'S Tanya's Ale - 1/2 BBL	0
DJ'S Tanya's Ale - 1/6 BBL	0
Jug Thumper - 1/2 BBL	2
Jug Thumper - 1/6 BBL	19

Jug Thumper - 6 Pack	15
Jug Thumper - Case	89

Packaging

<i>Item</i>	<i>Amount</i>
Beer Bottles (12 oz.)	66,633
New Crowns	380,040
LB Lager Labels	24,000
LB Lager Six Packs	4106
LB Lager Mother Cases	75
LB Lucky Light Labels	19000
LB Lucky Light Six Packs	2070
LB Lucky Light Cases	550
LB Wicked Joe Labels	7300
CE Labels	38000
CE Six Packs	7024
CE Mother Cases	150
LB Groover Labels	21500
LB Groover Six Packs	4898
LB Groover Mother Cases	390
LB Jug Thumper Labels	36000
LB Jug Thumper Six Packs	2077
LB Jug Thumper Cases	293
LB Oktoberfest Labels	4000
LB Oktoberfest Six Packs	300
LB Oktoberfest Mother Cases	0
LB Snowsuit Labels	3500
LB Snowsuit Mother Cases	392
LB Snowsuit Six Packs	0
LB Belly Flop Labels	30000
LB Belly Flop Six Packs	11000
LB Belly Flop Mother Cases	525
LB Tropic Wonder Labels	15000
LB Tropic Wonder Six Packs	11891
LB Tropic Wonder Mothers	60
Keg Toppers	200
Keg Collars	400
Tape (per roll)	90
Stretch Wrap (per roll)	4

POS/Retail

<i>Item</i>	<i>Amount</i>
Coasters	53800
Logoed Pint Glasses	216
FINE! Koozies	15
Tumblers	0
Bottle Opener Keychain	90
Growlers	159
Ofest Glasses	80
Conspiracy Glasses	0
New Wood Tap Handles	6
New Wood Tap Handles (small)	14
New Wood Shotgun Handles	39

LB Label Shirt XXL	160
Long Sleeve Shirt	0
Sweatshirt	9
Beanie	72
Zip Up	9
Trucker Hats	0
Frisbies	133
Socks	34
Tackers	14
Aprons	23

Cut Spike Distillery Inventory
2/28/2023

Raw Materials

Sandhills Water (tote)	0
Rahr 2-Row	0
Barsol Ethanol (tote)	0
Wine Barrel	0
Maple Syrup Barrel	0
Oak Barrel (New)	0
Oak Barrel (Used)	24

Production

Bulk Vodka Undiluted (Per Bottle)	0
Bulk Rum Undiluted (Per Bottle)	0
Rum Wash Batch	0
Whiskey Wash Batch	0
Peated Whiskey Wash	0
Low Wines - Whisky Batch	0
Bulk Whiskey Unaged (Per Gallon)	0
Bulk Whiskey Aging/Aged and Undiluted (Per Barrel)	91
Bulk Brandy Aging/Aged and Undiluted (Per Barrel)	4.5
Heads/Tails Whisky Drum	1
Heads/Tails Brandy Drum	1.5

Packaging

Vodka Corks	1500
New Whiskey Corks	5600
Bottles 750 ml (Vodka)	574
Bottles 1 L	158
Bottles 1.75 L	170
Cut Spike Cases - 6 pack 750 ml	220
Cut Spike Vodka Cases - 12 pack 750 ml	499
Cut Spike Vodka Cases - 6 pack 1L	0
Cut Spike Vodka Cases - 6 pack 1.75 L	220
Whiskey Hang Tag	0
Vodka Labels 1.75	1200
Vodka Labels 1L	10
Vodka Labels 750ml	1600
Small Batch Whiskey Labels	600
Maple Barrel Whiskey Labels	100

Cask Strength Whiskey Labels	1340
Sherry Butt Whiskey Labels	500
Cabernet Whiskey Labels	150
CE Whiskey Labels	360
Honey Whiskey Labels	100
Port Whiskey Labels	500
Rye Whiskey Labels	230
Rum Label	250
Gin Label	200
Latte Vodka	1300
Apple Cinn Vodka	1250
Peanut Butter Vodka	1366
Caramel Vodka	1250
Vanilla Vodka	1100
Cinn Vodka	1300
Blueberry Vodka	1300
Watermelon Vodka	2700
Peach Vodka	950
Cucumber Vodka	1100
Orange Vanilla Vodka	950
Pineapple Vodka	2800

Finished Product

Bulk Vodka Proofed (Per Proofed Gallon)	250
Vodka in Bottles 1.75L	233
Vodka in Bottles 1L	17
Vodka in Bottles 750 ml	396
Full Vodka Cases 6 pack 1 L	15
Full Vodka Cases 12 Pack 750 ml	0
Full Vodka Cases 1.75 L	0
Bulk Brandy (Per Bottle)	0
Bulk Rum Aged and Proofed (Per Bottle)	0
Rum In Bottles	59
Full Rum Cases	0
Bulk Whiskey Aged and Proofed (Per Bottle)	0
Bulk Whiskey Aged and Proofed (Per Bottle) Cabernet	0
Bulk Whiskey Aged and Proofed (Per Bottle) Cask Str	0
Full Whiskey Bottles Small Batch	268
Full Whiskey Cases Small Batch	40
Full Whiskey Bottles Cabernet Barrel	103
Full Whiskey Cases Cabernet Barrel	0
Full Whiskey Bottles Cask Strength	196
Full Whiskey Cases Cask Strength	0
Full Whiskey Bottles Maple Barrel	0
Full Whiskey Cases Maple Barrel	0
Full Whiskey Bottles CE Barrel	50
Full Whiskey Bottles Sherry Cask	90
Full Whiskey Bottles DJ's CK	0
Full Whiskey Bottles White Dog	76
Full Whiskey Bottles Port Barrel	0
Full Whiskey Bottles Peated	0
Full Whiskey Bottles Honey	136
Full Whiskey Bottles Rye	0

Full Absinthe Bottles	0
Full Amaro Bottles	0
Full Blue Gin Bottles	0
Full Gin Bottles	62
Full Brandy Bottles	99
Full Watermelon Vodka Bottles	123
Full Vanilla Vodka Bottles	66
Full Pineapple Vodka Bottles	216
Full Orange Vanilla Vodka	3
Full Apple Cinn Liqueur Bottles	150
Full Cinnamon Vodka Bottles	154
Full Latte Vodka Bottles	199
Full Peach Vodka Bottles	0
Full Salted Caramel Vodka Bottles	124
Full Blueberry Vodka Bottles	127
Full Peanut Butter Vodka Bottles	121
Full Cucumber Vodka Bottles	152
Spikes Hard Lemonade - 1/2 BBL	8
Spikes Hard Lemonade - 1/6 BBL	24
Contracted Distilled Brandy	0
Cut Spike Hoodie	13
Cut Spike Hat	75
Cut Spike Beanie	70
Cut Spike T-Shirt	12
Cut Spike Tacker	38
Cut Spike Mini Barrel	1
Cut Spike Glassware	190

**Schedule 1.1(c)
Assigned Contracts**

1. Hop contract by and between Lucky Bucket and Yakima Chief Hops.

Schedule 1.1(h)
Intellectual Property Rights

Seller Companies hold the following active trademarks registered with the U.S. Patent and Trademark Office:

	Owner	Serial Number	Reg. Number	Word Mark	Class(es)
1	Quaff	87630288	5770482	RED SUNSHINE	032
2	Quaff	87906373	5765237	THE GROOVER	032
3	Quaff	87906370	5765236	TROPIC WONDER	032
4	Quaff	86769589	4955712	SNOWSUIT	032
5	Quaff	86769588	4955711	JUG THUMPER	032
6	Quaff	86469728	4781468	CERTIFIED EVIL	032
7	Quaff	86119193	4654172	BELLY FLOP	032
8	Quaff	86904871	5187817	LAYABOUT	032
9	Quaff	86769598	5182493	WIDE EYE	032
10	Quaff	86769595	5110901	STUPEFY	032
11	Quaff	86769591	5110899	HOODANG	032
12	Quaff	77427036	3828783	LUCKY BUCKET BREWING COMPANY	032; 040
13	Cut Spike	85833550	4523017	CUT SPIKE	033

Seller Companies hold the following inactive trademarks registered with the U.S. Patent and Trademark Office:

	Owner	Serial Number	Reg. Number	Word Mark	Class(es)
14	Quaff	88536331		ART HOUSE	032
15	Quaff	88536328		CACTUS KING	032
16	Quaff	86769592		DEWDROPPER	032
17	Quaff	85389747	4138103	LUCKY BUCKET RUN	041
18	Quaff	85389718	4134561	LUCKY BUCKET RIDE	041
19	Quaff	85624082		BURLINGTON SINGLE MALT WHISKEY	033
21	Quaff	77297255		QUAFF	032; 033
22	Cut Spike	77633105	4368764	CHAVA	033
23	Cut Spike	77427044	3800079	JOSS VODKA	033

**Schedule 1.2(g)
Other Excluded Assets**

1. Six barrels of whiskey for bottling prior to the Closing.

Schedule 1.5
Purchase Price Allocation

Assets	Asset Class	Fair Market Value
Cash	I	\$0.00
Securities	II	\$0.00
Accounts Receivable	III	Actual Value
Inventory	IV	\$20,000.00
Tangible Personal Property, furniture, fixtures, equipment, prepaid amounts, and other Class V assets	V	\$265,000.00
Books and Records, Intellectual Property, and other Class VI assets	VI	\$5,000.00
Goodwill	VII	Balance of Purchase Price

**Schedule 3.3
Required Consents**

1. Landlord's prior written consent is required to assign the Lease.

Schedule 3.7
Distributor Agreements

1. Distribution Agreement by and between Lucky Bucket and Heartland Beverage, LLC.
2. Distribution Agreement by and between Lucky Bucket and K & Z Distributing Company, Inc.
3. Distribution Agreement by and between Lucky Bucket and Premier Glazer's Beer and Beverage, LLC.
4. Distribution Agreement by and between Lucky Bucket and Nebraska Distributing Company, Inc.
5. Distribution Agreement by and between Lucky Bucket and Coors Distributing of North Platte, Inc.
6. Distribution Agreement by and between Lucky Bucket and Dietrich Distributing Co.
7. Distribution Agreement by and between Lucky Bucket and Nebraskaland Distributors, LLC.
8. Distribution Agreement by and between Lucky Bucket and Global Distributing, Inc.
9. Distribution Agreement by and between Lucky Bucket and Worldwide Wine and Spirits, LLC.

Schedule 3.12
Employees; Independent Contractors

Employees:

- Mike Cunningham
- Adam Cunningham
- Sean Burns
- Tia Berendes
- Jan Hendricksen
- Kristen Job
- Kathryn Monochie
- Maggie Naughton
- Hannah Piercy
- Schuyler Rotert
- Chandra Schwartz
- Grace Sobetski
- Preston Taylor

Independent Contractors:

- None.