

I

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS D LIQUOR LICENSE APPLICATION FOR WAL-MART STORES INC DBA WALMART STORE 3173, LA VISTA, NEBRASKA.

WHEREAS, Wal-Mart Stores Inc dba Walmart Store 3173, 9460 Giles Road, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class D Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class D Liquor License application submitted by Wal-Mart Stores Inc dba Walmart Store 3173, 9460 Giles Road, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 3RD DAY OF SEPTEMBER, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk





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

TO: Pam Buethe, City Clerk

FROM: Chief Robert S. Lausten

DATE: August 7, 2013

RE: LOCAL BACKGROUND- CORPORATE LIQUOR LICENSE-
CORPORATE MANAGER-WAL MART 9460 GILES ROAD

CC:

The police department conducted a check of computerized records on the Corporate Liquor License applicants regarding the Liquor License application for the La Vista Wal-Mart. There is no local history.

A check was also conducted on the applicant for the Corporate Manager Application, Dewey Schager, for criminal conduct in Sarpy County. No criminal entries were found.

► RECEIPT

8/2/2013

From: Jackie B Matulka – jackie.matulka@nebraska.gov

Phone: (402) 471 – 4881

Fax: (402) 471 – 2814

Nebraska Liquor Control Commission

To: City Clerk of La Vista – pbuethe@cityoflavista.org

App Info: Walmart Stores Inc DBA Walmart Store 3173

Class D 104579

PLEASE COMPLETE THE BOTTOM SECTION IMMEDIATELY UPON RECEIPT OF THIS APPLICATION

SIGN AND DATE STAMP THIS RECEIPT AND EITHER FAX OR EMAIL THIS FORM BACK

--THANK YOU

8-5-13

DATE OF RECEIPT

Mandy Garrod - Deputy City Clerk La Vista, NE

SIGNATURE

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date delivered from NLCC office: August 2, 2013

JBM

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

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

Wal-Mart Stores Inc DBA Walmart Store 3173
9460 Giles Road, La Vista, NE 68128 (Sarpy County)
NEW APPLICATION for Class D 104579

45 days – September 16, 2013

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

Check one: Yes _____ No _____

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

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

Check one: Yes _____ No _____

3. Date of hearing of Governing Body: _____

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

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

6. Roll Call Vote: _____

7. **Check one:** Motion Passed: _____ Motion Failed: _____

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

(Attached additional page(s) if necessary)

SIGN HERE _____ **DATE** _____
(Clerks Signature)

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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

QA
New

training required ~~RECEIVED~~

JUL 24 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

Applicant Name Wal-Mart Stores, Inc.

Trade Name Walmart #3173

Previous Trade Name N/A

E-Mail Address: tara.stegall@wal-mart.com

D-

104579

AM

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the state. *7-31-13 Pg 8 FM is parts sent*

8-2-13 Enf & Lic
REQUIRED ATTACHMENTS

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

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

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

3) Enclose the appropriate application forms;

Individual License (requires insert form 1)

Partnership License (requires insert form 2)

Corporate License (requires insert form 3a & 3c)

Limited Liability Company (LLC) (requires form 3b & 3c)

4. If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company making application. Lease term must run through the license year being applied for.

5. If building is owned or being purchased send a copy of the deed or p
the applicant.



1300015197

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

a) Provide a copy of the purchase agreement from the seller (must read applicants name)

Ok # 2467977

\$400 - mm

DB

- b) Provide a copy of alcohol inventory being purchased (must include brand names and container size)
- c) Enclose a list of the assets being purchased (furniture, fixtures and equipment)

N/A

7. If planning to operate on current liquor license; enclose Temporary Operating Permit (T.O.P.)(form 125).

N/A

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

X

9. For citizenship, residency and voter registration requirements see enclosed brochure.

X

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

X

11. Submit a copy of your business plan.

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

Signature



Amy Thrasher

Assistant Secretary

6/14/2013

Date

- L & W of building *sent emails*
- premise phone #
- # H attachment not included

RECEIVED

JUL 16 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

Amra Thrashee
Australian Society

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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

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JUL 31 2011

NEBRASKA LIQUOR
CONTROL COMMISSION

**CLASS OF LICENSE FOR WHICH YOU ARE APPLYING
CHECK DESIRED CLASS**

RETAIL LICENSE(S)

Application Fee \$400 (non refundable)

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

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

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

Class C license term runs from November 1 – October 31

All other licenses run from May 1 – April 30

Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

Individual License (requires insert form 1)
 Partnership License (requires insert form 2)
 Corporate License (requires insert form 3a & 3c)
 Limited Liability Company (LLC) (requires form 3b & 3c)

NAME OF ATTORNEY OR FIRM WHICH IS APPLYING
Commission will call this person

Name Tara Stegall

Phone number: 479-204-2233

Firm Name Wal-Mart Stores, Inc. Licensing Department

PREMISE INFORMATIONTrade Name (doing business as) Walmart #3173Street Address #1 9460 Giles Road

Street Address #2

City La VistaCounty Sarpy #54Zip Code 68128Premise Telephone number TBD 402 -

E-mail

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

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

Name Wal-Mart Stores, Inc.Street Address #1 702 S.W. 8th Street, Dept 8916

Street Address #2

City BentonvilleState ARZip Code 72716-0500**DESCRIPTION AND DIMENSIONS****READY TO DRAW**

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

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

Length 187.8" feetWidth 844.8" feetIs there a basement? Yes No

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

See attached
diagram

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01/16/2013

**NEBRASKA LIQUOR
CONTROL COMMISSION**

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

YES NO

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

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

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

YES NO

If yes, give name of business and liquor license number N/A

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

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

YES NO

If yes, give name and license number _____

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

YES NO

If yes:

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

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) N/A

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CONTROL COMMISSION

FORM 100
REV 02/2013
PAGE 5

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)

N/A

No silent partners

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

YES NO

If yes, list such item(s) and the owner. **N/A**

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

YES NO

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

N/A

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

YES NO

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

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

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

US Bank, One U.S. Bank Plaza, 7th & Washington, St. Louis, MO 63101.

Shawn Christian, Phone: (314)418-2191

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

Please see attached list

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

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

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

training required

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
Dewey Schager		Pending

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 November 1, 2033
 Deed
 Purchase Agreement

14. When do you intend to open for business? November 1, 2013

15. What will be the main nature of business? Retail discount merchandiser with full grocery

16. What are the anticipated hours of operation? 24 hours per day, 7 days per week

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

RESIDENCES FOR THE PAST 10 YEARS. APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
See Attached					

If necessary attach a separate sheet.

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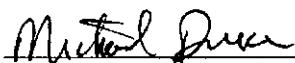
Jul 16 2013

NEBRASKA LIQUOR
CONTROL COMMISSION
FORM 100
REV 02/2013
PAGE 7

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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock and spouses). Full (birth) names only, no initials.



Signature of Applicant

Michael T. Duke, President & C.E.O



Signature of Spouse

Mary Susan Duke

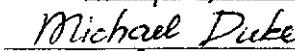
Signature of Applicant

Signature of Spouse

State of Nebraska Arkansas

County of Benton

The foregoing instrument was acknowledged before
me this 6/24/2013 by


Notary Public signature

Affix Seal Here

SVETLANA JUOZAITIS
Benton County
Commission Number 12389795
Notary Public - Arkansas

My Commission Expires September 18, 2022

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

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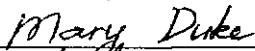
JUL 26 2013

Signature of Spouse

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Signature of Applicant

Jeffrey A. Davis, SVP Finance & Treasurer

Signature of Applicant

Signature of Applicant

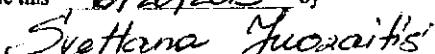
Signature of Applicant

Signature of Applicant

State of Arkansas

County of Benton

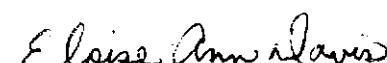
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me this 6/20/2013 by



Notary Public Signature

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	Benton County
	Commission Number 12389795
	Notary Public - Arkansas
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Signature of Spouse

Eloise Ann Davis

Signature of Spouse

Signature of Spouse

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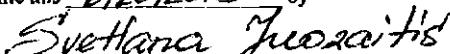
JUL 16 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

Signature of Spouse

County of Benton

The foregoing instrument was acknowledged before
me this 6/20/2013 by



Notary Public Signature

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Signature of Applicant

Amy Thrasher - Assistant Secretary

Signature of Spouse

N/A

Signature of Applicant

Signature of Spouse

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Signature of Applicant

Signature of Spouse

04-16-2013

Signature of Applicant

NEBRASKA LIQUOR
CONTROL COMMISSION

Signature of Spouse

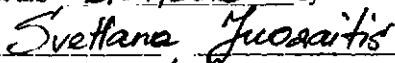
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Signature of Spouse

State of **Arkansas**

County of **Benton**

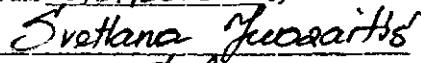
The foregoing instrument was acknowledged before
me this **6/27/2013** by



Notary Public signature

County of **Benton**

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Notary Public signature

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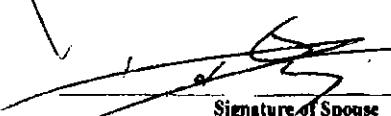
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Signature of Applicant

Andrea M. Lazenby - Assistant Secretary



Signature of Spouse

Daniel Graham Lazenby

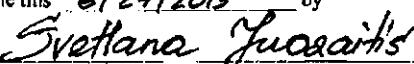
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Signature of Spouse

State of **Arkansas**

County of **Benton**

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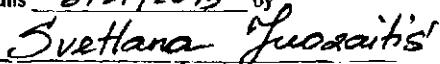


Notary Public signature

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County of **Benton**

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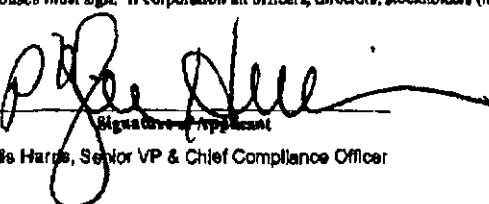
Notary Seal Here	SVETLANA JUOZAITIS Benton County Commission Number 12389795 Notary Public - Arkansas My Commission Expires September 18, 2022
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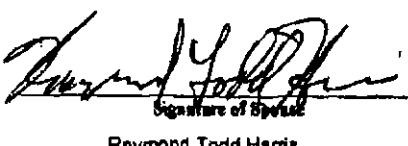
In compliance with the ADA, this manager insert form 3c is available in other formats for persons with disabilities.
A ten day advance period is required in writing to produce the alternate format.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background investigation 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 cause 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 supervise in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock and spouses). Full (birth) names only, no initials.


Signature of Applicant
Phyllis Harris, Senior VP & Chief Compliance Officer


Signature of Spouse
Raymond Todd Harris

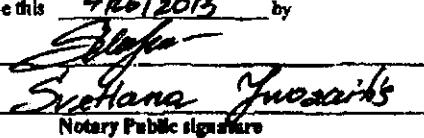
Signature of Applicant

Signature of Spouse

State of Arkansas

County of Benton

The foregoing instrument was acknowledged before
me this 7/26/2013 by


Svetlana Juozaitis
Notary Public signature

Attest Seal Here **SVETLANA JUOZAITIS**
Benton County
Commission Number 12389795
Notary Public - Arkansas
My Commission Expires September 18, 2022

Attest Seal Here **SVETLANA JUOZAITIS**
Benton County
Commission Number 12389795
Notary Public - Arkansas
My Commission Expires September 18, 2022

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

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

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JUL 16 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

Corporate manager, including spouse, are required to adhere to the following requirements
If spouse filed affidavit of non-participation fingerprints and proof of citizenship not required

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 – 006)
- 3) Must provide a copy of birth certificate, naturalization paper or US passport
- 4) Must submit their fingerprints (2 cards per person)
- 5) Must be 21 years of age or older
- 6) Applicant may be required to take a training course

*Deverell
BC
Walter (red)
Signed
Prints*

Corporation/Limited Liability Corporation (LLC) Information

Name of Corporation/LLC: **Wal-Mart Stores, Inc.**

Premise information

Premise License Number: _____

(if new application leave blank)

Premise Trade Name/DBA: **Walmart #3173**

Premise Street Address: **9460 Giles Road**

City: **La Vista**

State: **NE**

Zip Code: **68128**

Premise Phone Number: **TBD**

402 -

**The individual whose name is listed in the president or contact member section of this form 3a or 3b
must sign their name below**

Amy Thrasher

Amy Thrasher

Assistant Secret

**CORPORATE OFFICER SIGNATURE
(Faxed signatures are acceptable)**

Manager and spouse must review and answer the questions below
PLEASE PRINT CLEARLY

1. READ PARAGRAPH CAREFULLY AND ANSWER COMPLETELY AND ACCURATELY.

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

YES NO

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

Frequenting a disorderly house - Woodbury County, IA 02-2004 -misdemeanor

Minor in Possession - Wayne County, NE 01-2005 -Misdemeanor

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JUL 6 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? **IF YES**, list the name of the premise.

YES NO

3. Do you, as a manager, have all the qualifications required to hold a Nebraska Liquor License? Nebraska Liquor Control Act (§53-131.01)

YES NO

4. Have you filed the required fingerprint cards and **PROPER FEES** with this application? (The check or money order must be made out to the **Nebraska State Patrol** for **\$38.00** per person)

YES NO

prints enclosed

5. List the training and/or experience (when and where)

Date:	Where:
	Pending

training required

RECEIVED

Manager's information must be completed below. PLEASE PRINT CLEARLY

JUL 16 2013

Gender: MALE FEMALE

NEBRASKA LIQUOR
CONTROL COMMISSION

Last Name: Schager

First Name: Dewey MI: D

Home Address (include PO Box if applicable): 15730 Western Avenue

City: Omaha

State: NE

Zip Code: 68118

Home Phone Number:

Business Phone Number: TBD 402 -

Social Security Number:

Drivers License Number & State:

Date Of Birth:

Place Of Birth: Austin, TX

Are you married? If yes, complete spouse's information. Even if you should answer "no", you must list your spouse's information.

YES

NO

SPRUSAL

Spouse's information

Spouses Last Name: Schager

First Name: Erin

MI: E

Social Security Number:

Drivers License Number & State:

Date Of Birth:

Place Of Birth: Portland, OR

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

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	TO	CITY & STATE	YEAR FROM	TO
Omaha, NE	2011	2013			
Sioux City, IA	2009	2011			
Grand Island, NE	2008	2009	Ames, IA	2004	2008
Sioux City, IA	1988	2008	Sioux City, IA	1998	2008

MANAGER'S LAST TWO EMPLOYERS

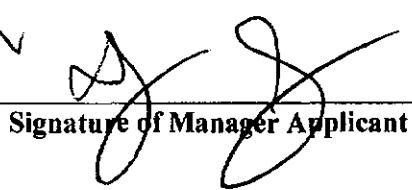
YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2009	2009	Condon Auto Sales	Bob Barto	712-274-6622
2008	2009	L and L Distributing Co.	Troy Nashlenas	712-255-0135

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission.

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.


Signature of Manager Applicant


Signature of Spouse

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before
me this June 21, 2013 by

Christopher M Hove
Notary Public signature

Christopher M Hove
Notary Public signature

Affix Seal Here



GENERAL NOTARY-State of Nebraska
CHRISTOPHER M HOVE
My Comm. Exp. Feb. 1, 2017

Affix Seal Here



GENERAL NOTARY-State of Nebraska
CHRISTOPHER M HOVE
My Comm. Exp. Feb. 1, 2017

RECEIVED

JUL 16 2013

NEBRASKA LIQUOR Revised 9/2008
CONTROL COMMISSION



douglas county
ELECTION COMMISSION

225 North 115th Street
Omaha, Nebraska 68154-2520
Phone: (402) 444 - VOTE (8683)
www.votedouglascounty.com

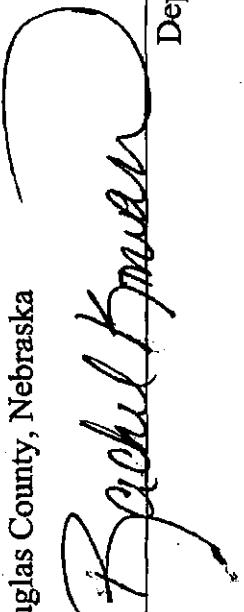
Dave Phipps, Election Commissioner

STATE OF NEBRASKA } SS
COUNTY OF DOUGLAS }

I, DAVE PHIPPS, Election Commissioner of Douglas County, Nebraska, do certify that Dewey D Schager, now residing at 15730 Western Ave, Omaha, Nebraska 68118, registered for voting in this office on 09/01/2011, stating under oath that he was born in Austin, TX, and giving his birth date as 01/14/1986.

In testimony whereof, I have hereunto set my hand and caused to be affixed hereto, the seal of this office, in the City of Omaha, County of Douglas, State of Nebraska, this 21st day of June, 2013.

DAVE PHIPPS
Election Commissioner of
Douglas County, Nebraska

By *Dave Phipps* 
Deputy

RECEIVED 

JUL 16 2013
NEBRASKA LIQUOR
CONTROL COMMISSION

(Seal)

CERTIFICATION OF VITAL RECORD

CITY OF AUSTIN

RECEIVED

JUL 16 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

Texas Department of Health — BUREAU OF VITAL STATISTICS

STATE OF TEXAS		CERTIFICATE OF BIRTH			BIRTH NO.
CHILD	1. NAME (Type or print)	(a) First Dewey	(b) Middle Dennis	(c) Last Schager	2. DATE OF BIRTH January 14, 1986
	3. SEX Male	4a. PLACE OF BIRTH — COUNTY Travis	4b. CITY OR TOWN [If outside city limits, give precinct no.] Austin		
	4c. NAME OF HOSPITAL [If not in hospital, give street address] Seton Medical Center	4d. INSIDE CITY LIMITS? Yes	5a. THIS BIRTH: SINGLE, TWIN, TRIPLET, ETC. [Specify] Single	5b. IF TWIN OR TRIPLET, WAS CHILD BORN 1st, 2nd, 3rd [Specify]	
FATHER	6. NAME White	(a) First Dennis	(b) Middle Dale	(c) Last Schager	8d. IF YES, SPECIFY MEXICAN, CUBAN, PUERTO RICAN, ETC.
	7. RACE White	8a. IS FATHER OF SPANISH ORIGIN? No			11b. KIND OF BUSINESS OR INDUSTRY Carpet
	9. AGE [At time of this birth] 27	10. BIRTHPLACE [State or foreign country] Iowa	11a. USUAL OCCUPATION Carpet Installer	11b. KIND OF BUSINESS OR INDUSTRY Carpet	
MOTHER	12. MAIDEN NAME White	(a) First Shelly	(b) Middle Irene	(c) Last	14d. IF YES, SPECIFY MEXICAN, CUBAN, PUERTO RICAN, ETC.
	13. RACE White	14a. IS MOTHER OF SPANISH ORIGIN? No			17b. KIND OF BUSINESS OR INDUSTRY Retail
	15. AGE [At time of this birth] 22	16. BIRTHPLACE [State or foreign country] Iowa	17a. USUAL OCCUPATION Telephone Salesperson	17b. KIND OF BUSINESS OR INDUSTRY Retail	
18a. RESIDENCE — STATE Texas	18b. COUNTY Travis	18c. CITY OR TOWN [If outside city limits, show street] ZIP CODE Rural 78727	19d. STREET ADDRESS [If not in city, give location] INSIDE CITY LIMITS? 12808B Broughton Way Austin No		
19. Children previously born to this mother [Do children are now living? NOT include this birth]: a. How many other children were born alive but are now dead? 0		c. How many children were born dead after 20 weeks pregnancy?	20. INFANT 1986		
21. I hereby certify that this child was born alive on the date stated above 11:44 A.M.		22a. ATTENDANT'S SIGNATURE <i>Robert Cosentino</i>	22b. ATTENDANT AT BIRTH (M.D., D.O., C.N.M., MIDWIFE, OTHER) [Specify]		
23a. REGISTRAR'S FILE NO. 0200		22c. ATTENDANT'S ADDRESS 500 Med. Pk. Tower	22d. DATE SIGNED 1/21/86		
23b. DATE REC'D BY LOCAL REGISTRAR JAN 27 1986		23c. SIGNATURE OF LOCAL REGISTRAR <i>Philip L. Schager</i>			

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD WHICH IS IN MY CUSTODY.

AUG 20 1987

Date issued

Kathy Mann, RRA
LOCAL REGISTRAR

Do not accept unless prepared on security paper on which CITY OF AUSTIN appears in blue ink continuously as a background throughout document. NOT VALID WITHOUT RAISED SEAL OF OFFICE.

ANY ALTERATION OR FAKERY VOIDS THIS CERTIFICATE

Is the applying Corporation controlled by another Corporation?

YES NO

If yes, provide the name of corporation and supply an organizational chart

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

Starting Date: February 1 Ending Date: January 31

Is this a Non-Profit Corporation?

YES NO

If yes, provide the Federal ID #.

RECEIVED

JUL 16 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

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

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

Office Use

RECEIVED

Jul 16 2013

**NEBRASKA LIQUOR
CONTROL COMMISSION**

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit of the business (§33-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.

Mary Susan Duke

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

State of Arkansas

County of Benton

6/24/2013

Svetlana Juozaitis
Notary Public signature

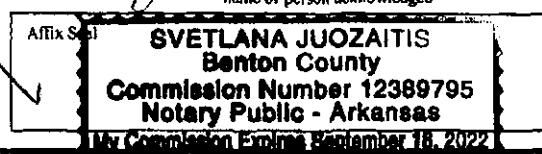
Mary Susan Duke

Printed name of spouse asking for waiver

The foregoing instrument was acknowledged before me this

by *Mary Duke*

name of person acknowledged



I acknowledge that I am the spouse of the above listed individual. I understand that my spouse and I are responsible for compliance with the conditions set out above. If it is determined that the above individual has violated §33-125(13) the Commission may cancel or revoke the liquor license.

Michael T. Duke

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

Michael T. Duke

Printed name of applying individual

State of Arkansas

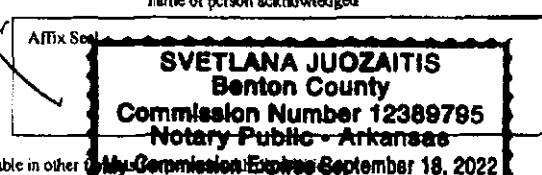
County of Benton

6/24/2013

by

Michael Duke

name of person acknowledged



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

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

Office Use

RECEIVED

JUL 16 2013

**NEBRASKA LIQUOR
CONTROL COMMISSION**

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have no interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.

Eloise Ann Davis

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

State of Arkansas

County of Benton

6/20/2013

date

Svetlana Juozaitis

Notary Public signature

Eloise Ann Davis

Printed name of spouse asking for waiver

The foregoing instrument was acknowledged before me this

by *Eloise Ann Davis*

name of person acknowledged

Affix Seal

**SVETLANA JUOZAITIS
Benton County
Commission Number 12389795
Notary Public - Arkansas**

My Commission Expires September 18, 2022

I acknowledge that I am the spouse of the above listed individual. I understand that my spouse and I are responsible for compliance with the conditions set out above. If it is determined that the above individual is in violation of the Liquor Control Act, the Commission may cancel or revoke the liquor license.

Jeffrey A. Davis

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

State of Arkansas

County of Benton

6/20/2013

date

Svetlana Juozaitis

Notary Public signature

Jeffrey A. Davis

Printed name of applying individual

The foregoing instrument was acknowledged before me this

Jeffrey Davis'

name of person acknowledged

Affix Seal

**SVETLANA JUOZAITIS
Benton County
Commission Number 12389795
Notary Public - Arkansas**

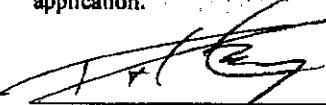
My Commission Expires September 18, 2022

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**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have no interest, directly or indirectly in the operation or profit of the business (§83-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to oppose this application.


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

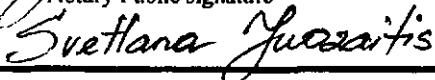
State of Arkansas

County of Benton

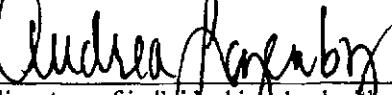
6/27/2013

date


Notary Public signature


Svetlana Juozaitis

I acknowledge that I am the spouse of the above listed individual. I understand that my spouse and I are responsible for compliance with the conditions set out above. If it is determined that the above individual violates the Liquor Control Act, the Commission may cancel or revoke the liquor license.


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

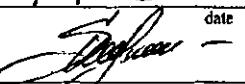
State of Arkansas

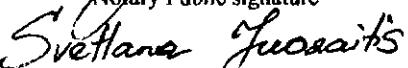
County of Benton

6/27/2013

by

date


Notary Public signature


Svetlana Juozaitis

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

Office Use

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JUL 16 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

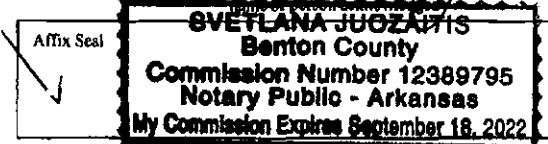
Daniel Graham Lazenby

Printed name of spouse asking for waiver

The foregoing instrument was acknowledged before me this

by


Daniel Lazenby



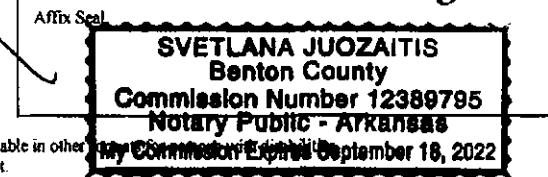
Andrea M. Lazenby

Printed name of applying individual

The foregoing instrument was acknowledged before me this


Andrea Lazenby

name of person acknowledged



**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MAIL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2371
FAX: (402) 471-2814
Website: www.ncc.ne.gov

Office Use

RECEIVED

JUL 16 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have no interest, directly or indirectly in the operation or profit of the business. I (§ 83-1404(2)) 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 consideration of this waiver, my spouse will not be required; however, I am obligated to sign and acknowledge this affidavit and present it to the Nebraska Liquor Control Commission with my application.



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

Raymond Todd Harris

Printed name of spouse asking for waiver

State of Arkansas

County of Benton

7/23/2013 date

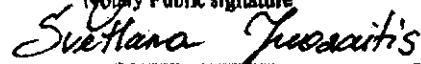
by

The foregoing instrument was acknowledged before me this

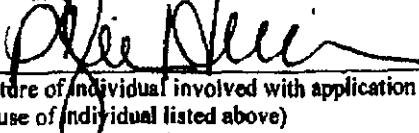


Affix Seal	SVETLANA JUOZAITIS
	Benton County
	Commission Number 12389795
	Notary Public - Arkansas
	My Commission Expires September 18, 2022

Notary Public signature



I acknowledge that I am the spouse of the above listed individual. I understand that this affidavit is necessary for compliance with the conditions set out above. If it is determined that this affidavit is not in compliance with the law, the Commission may cancel or revoke the liquor license.



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

Phyllis Harris

Printed name of applying individual

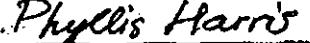
State of Arkansas

County of Benton

7/23/2013 date

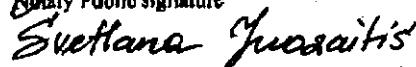
by

The foregoing instrument was acknowledged before me this



Affix Seal	Name of person acknowledged
	SVETLANA JUOZAITIS
	Benton County
	Commission Number 12389795
	Notary Public - Arkansas
	My Commission Expires September 18, 2022

Notary Public signature



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

Nebraska Secretary of State

- John A. Gale

Articles

Business Services

Home > Corporation and Business Entity Searches

Thu Jul 25 14:53:47 2013

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

[NEW SEARCH](#)

[Back to Search Results](#)

Pay Services:

[Online Images of Filed Documents](#) | [Good Standing Documents](#)

Entity Name

WAL-MART STORES, INC.

SOS Account Number

0573051

Principal Office Address

702 SW 8TH STREET
BENTONVILLE, AR 72716

Registered Agent and Office Address

C T CORPORATION SYSTEM
SUITE 300
6003 OLD CHENEY ROAD
LINCOLN, NE 68516

Nature of Business

RETAIL SALES

Entity Type

Foreign Corp

Date Filed

Mar 31 1981

Account Status

Active

Qualifying State: DE

Corporation Position

Name

Address

President

MICHAEL T DUKE

702 SW 8TH STREET
BENTONVILLE, AR 72716

Secretary

JEFFREY J GEARHART

702 SW 8TH STREET
BENTONVILLE, AR 72716

Treasurer

JEFF A DAVIS

702 SW 8TH STREET
BENTONVILLE, AR 72716

Director

S. ROBSON WALTON

702 SW 8TH ST
BENTONVILLE, AR 727160555

Pay Services:

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*Articles***TR** Tax Return

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Business
Services.**TR** Tax Return

Feb 18 2010

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@ \$0.45
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Mar 03 2012

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18 page
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Feb 20 2013

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Business
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I require a Letter of Good Standing for this Corporation. - This is an online/electronic Letter of Good Standing which is immediately available for viewing or printing and will be charged to your Nebraska.gov account.

\$6.50

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*Articles***Page 1**

Certificate of Authority

of

WAL-MART STORES, INC.

Delaware corp.
Lincoln

perpetual

573051

Filing 75.00
Recording 4.00R. A.
C. T. Corporation System
206 South 13th St. Suite 1500
Lincoln, Nebr. 68508

MA: 702 S. W. 8th Street, Bentonville, Ark. 72712

RECEIPT C- 47149
OFFICE OF SECRETARY OF STATE }
STATE OF NEBRASKA } S S
FILED AND RECORDED
MAR 31 1981
S/N ALLEN J. BEERMANN
SECRETARY OF STATE
FILM ROLL 81-7 PAGE 962

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State
of
DELAWARE

Office of SECRETARY OF STATE

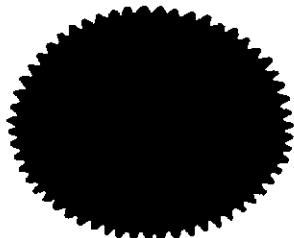
I, Glenn C. Kenton, Secretary of State of the State of Delaware,
do hereby certify that the Certificate of Incorporation of the "WAL-MART, INC.", was
received and filed in this office the thirty-first day of October, A.D. 1969, at 10
o'clock A.M.

And I do hereby further certify that the said "WAL-MART, INC.", filed a Certificate
of Amendment, changing its corporate title to "WAL-MART STORES, INC.", on the ninth day
of January, A.D. 1970, at 10 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation is duly
incorporated under the laws of the State of Delaware and is in good standing and
has a legal corporate existence so far as the records of this office show and is
duly authorized to transact business.

And I do hereby further certify that the said "WAL-MART STORES, INC.", is the
last known title of record of the aforesaid Corporation.

In Testimony Whereof, I have hereunto set my hand
and official seal at Dover this twentieth day
of March in the year of our Lord
one thousand nine hundred and eighty-one.



Glenn C. Kenton
Glenn C. Kenton, Secretary of State

FORM 122

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Articles

Edits No. 1-71

**APPLICATION FOR
CERTIFICATE OF
AUTHORITY TO TRANSACT BUSINESS
IN THE STATE OF NEBRASKA**

Secretary of State, Suite 2300 State Capitol, Lincoln, Nebraska 68509

21-20,110. The original and duplicate copy of the application of the corporation for a certificate of authority shall be delivered to the Secretary of State, together with a certificate from the Secretary of State or other proper officer of the state, territory, district, or country under the laws of which such foreign corporation is formed, setting forth that such corporation has complied with the laws of such state, territory, district, or country relative to the formation of corporations of its kind, and is a regularly and properly organized corporation thereunder, and the certificate from the Secretary of State or other proper officer shall not bear a date of more than thirty days prior to the date the application is filed in Nebraska.

(NOTE — Certified copy of articles in incorporation or charter should not be submitted and are not acceptable in lieu of such certificate).

KNOW ALL MEN BY THESE PRESENTS:

WAL-MART STORES, INC.is organized under the laws of the State of Delawareand was incorporated on the 31 day of October 19 69 and the period of duration shall be perpetual.The principal office of said corporation is located at 702 S.W. 8th St.Bentonville Arkansas 72712

Pursuant to the Nebraska Business Corporation Act for authority to transact business in Nebraska said foreign corporation states that the acts herein designated were authorized by the managing officers of said corporation.

The registered office of this corporation in Nebraska shall be 206 South 13th Street, Suite 1500,
c/o C T Corporation System, Lincoln, Lancaster, Nebraska 68508and the registered agent at such address shall be C T CORPORATION SYSTEM

*Address shall be complete, using full street address. Box number is acceptable only in those cases where street addresses are not available.

IN TESTIMONY WHEREOF, the signatures and corporate seal of the said corporation have been affixed by its duly authorized officers this 17th day of March, 19 81WAL-MART STORES, INC.Name of Corporation
that any process, or other legal notice of the commencement of any legal proceeding or the prosecution thereof, that may be served upon C T CORPORATION SYSTEM as Registered Agent, shall constitute valid service upon the corporation, and such authority shall continue so long as liability exists against the corporation in the State of Nebraska.

SIGNATURE OF AT LEAST TWO OFFICERS REQUIRED:

FILING FEE: \$64.00

(corporate seal)

Kenneth Folkerts
President or a Vice President
Kenneth Folkerts, V. P. and Treasurer

State of Arkansas)
County of Benton) ss.

David R. Laney
Secretary or an Assistant Secretary
above signature is my signature in this capacity
David R. Laney
above signature is my signature in this capacity

Kenneth Folkerts

Name of officer
and says that (he) (she) is the Vice President and Treasurer of the above named corporation
and that (he) (she) has read the foregoing application, knows the contents thereof and that the statements therein contained are true as (he) (she) verily believes.

Kenneth Folkerts

Signature of officer

Subscribed and sworn to before me this 17th day of March, 19 81

Notarial Seal

My commission expires October 8 19 83

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State of Delaware



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NEBRASKA LIQUOR
CONTROL COMMISSION

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF
DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF RESTATED CERTIFICATE OF INCORPORATION
OF WAL-MART STORES, INC. FILED IN THIS OFFICE ON THE TWENTY-SIXTH
DAY OF OCTOBER, A.D. 1988, AT 10 O'CLOCK A.M.



Michael Harkins
Michael Harkins, Secretary of State

AUTHENTICATION: 1190606Z

DATE:

10/26/1998

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NEBRASKA LIQUOR
CONTROL COMMISSION

CERTIFICATE OF AMENDMENT

OF

RESTATE CERTIFICATE OF INCORPORATION

* * * * *

WAL-MART STORES, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of WAL-MART STORES, INC. resolutions were duly adopted setting forth a proposed amendment to the Restated Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Restated Certificate of Incorporation of this corporation be amended by changing the first paragraph of article Fourth thereof so that, as amended, said paragraph shall be and read as follows:

"FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is Five Billion, Six Hundred Million (5,600,000,000) shares, of which Five Billion, Five Hundred Million (5,500,000,000) shares shall be classified as Common Stock, of the par value of 10¢ per share (herein called "Common Stock"), and of which One Hundred Million (100,000,000) shares shall be classified as Preferred Stock of the par value of 10¢ per share (herein called "Preferred Stock")."

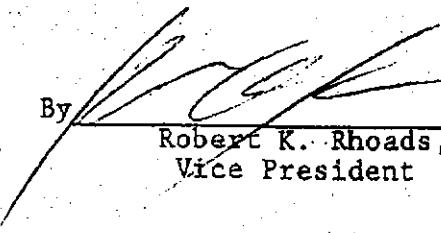
Articles

SECOND: That thereafter, pursuant to resolution of its Board of Directors, the annual meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

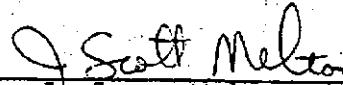
IN WITNESS WHEREOF, said WAL-MART STORES, INC. has caused this certificate to be signed by Robert K. Rhoads, its Vice President and attested by J. Scott Melton, its Assistant Secretary, this 19th day of August, 1991.

By


Robert K. Rhoads,
Vice President

Attest:

By


J. Scott Melton
Assistant Secretary

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RESTATE CERTIFICATE OF INCORPORATION

OF

WAL-MART STORES, INC.

NEBRASKA LIQUOR
CONTROL COMMISSION

WAL-MART STORES, INC., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is:

WAL-MART STORES, INC.

The date of filing its original Certificate of Incorporation with the Secretary of State was October 31, 1969.

2. This Restated Certificate of Incorporation only restates and integrates and does not further amend the provisions of the Certificate of Incorporation of this corporation as heretofore amended or supplemented and there is no discrepancy between those provisions and the provisions of this Restated Certificate of Incorporation.

3. The text of the Certificate of Incorporation as amended or supplemented heretofore is hereby restated without further amendments or changes to read as herein set forth in full:

FIRST: The name of the Corporation is

WAL-MART STORES, INC.

SECOND: Its registered office in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name and address of its registered agent is The Corporation Trust Company,

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CONTROL COMMISSION

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Corporation Trust Center, 1209 Orange Street, Wilmington,
Delaware.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is One Billion, Four Hundred Million (1,400,000,000) shares, of which One Billion, Three Hundred Million (1,300,000,000) shares shall be classified as Common Stock, of the par value of 10c per share (herein called "Common Stock"), and of which One Hundred Million (100,000,000) shares shall be classified as Preferred Stock of the par value of 10c per share (herein called "Preferred Stock").

The designations, preferences, limitations and relative rights of the shares of Preferred Stock and of Common Stock are as follows:

1. Preferred Stock. The Preferred Stock may be issued in such one or more series as shall from time to time be created and authorized to be issued by the Board of Directors as hereafter provided.

The Board of Directors is hereby expressly authorized, by resolution or resolutions from time to time adopted providing for the issuance of Preferred Stock, to fix and state the designations, powers, preferences and relative, participating, optional and other special rights of the shares of each series of

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CONTROL COMMISSION

Preferred Stock, and the qualifications, limitations and restrictions thereof, including (but without limiting the generality of the foregoing) any of the following with respect to which the Board of Directors shall determine to make affirmative provisions:

- a) the distinctive name and serial designations;
- b) the annual dividend rate or rates and the dividend payment dates;
- c) whether dividends are to be cumulative or non-cumulative and the participating or other special rights, if any, with respect to the payment of dividends;
- d) whether any series shall be subject to redemption and, if so, the manner of redemption and the redemption price or prices;
- e) the amount or amounts of preferential or other payment to which any series is entitled over any other series or over the the Common Stock on voluntary or involuntary liquidation, dissolution or winding up;
- f) any sinking fund or other retirement provisions and the extent to which the charges therefor are to have priority over the payment of dividends on or the making of sinking fund or other like retirement provisions for shares of any other series or over dividends on the Common Stock;

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g) any conversion, exchange, purchase or other
privileges to acquire shares of any other series or of
the Common Stock;

h) the number of shares of such series;

i) the voting rights, if any, of such series;

j) the stated value, if any, for such series, the
consideration for which shares of such series may be
issued and the amount of such consideration which shall
be credited to the capital account.

Each share of such series of Preferred Stock shall have the same
relative rights and be identical in all respects with all the
other shares of the same series.

Before the Corporation shall issue any shares of
Preferred Stock of any series authorized as hereinbefore
provided, a certificate setting forth a copy of the resolution or
resolutions with respect to such series adopted by the Board of
Directors of the Corporation pursuant to the foregoing authority
vested in said Board shall be made, filed and recorded in
accordance with the then applicable requirements, if any, of the
laws of the State of Delaware, or, if no certificate is then so
required, such certificate shall be signed and acknowledged on
behalf of the Corporation by its President or a Vice President
and its corporate seal shall be affixed thereto and attested by
its Secretary or an Assistant Secretary and such certificate
shall be filed and kept on file at the principal office of the
Corporation in the State of Delaware and in such other place or
places as the Board of Directors shall designate.

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Shares of any series of Preferred Stock which shall be issued and thereafter acquired by the Corporation through purchase, redemption, conversion or otherwise, may by resolution or resolutions of the Board of Directors be returned to the status of authorized but unissued Preferred Stock of the same series. Unless otherwise provided in the resolution or resolutions of the Board of Directors providing for the issue thereof, the number of authorized shares of stock of any such series may be increased or decreased (but not below the number of shares thereof then outstanding) by resolution or resolutions of the Board of Directors and the filing of a certificate complying with the foregoing requirements. In case the number of shares of any such series of Preferred Stock shall be decreased, the shares representing such decrease shall, unless otherwise provided in the resolution or resolutions of the Board of Directors providing for the issuance thereof, resume the status of authorized but unissued Preferred Stock, undesignated as to series.

2. Common Stock. The Common Stock shall have no special rights or limitations.

3. In connection with the merger of KUHNCO, INC. ("Kuhnco"), a wholly-owned subsidiary of WAL-MART STORES, INC. ("Wal-Mart") into KUHN'S-BIG K STORES CORP. ("Kuhn") a series of Preferred Stock is established to which the following provisions shall be applicable:

SECTION 1. Designation of Series. The series shall be designated Series A 8% Cumulative Convertible Preferred Stock, par value \$.10 per share with a stated value of \$25.00 per share (herein called "Series A Preferred Stock").

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SECTION 2. Numbers of Shares. The number of shares of Series A Preferred Stock to be issued is up to 532,759.

SECTION 3. Dividend Rate. The dividend rate for Series A Preferred stock is \$2.00 per share per annum; provided, however, that dividends may be declared and paid only out of retained earnings of Wal-Mart, and provided, further, that the dividend payable on the first dividend payment date subsequent to the effective date of the merger of Kuhnco into Kuhn shall be that proportion of the \$.50 per share regular quarterly dividend equal to that portion of Wal-Mart's fiscal quarter ended next preceding such dividend payment date which occurs subsequent to the effective date of the merger of Kuhnco into Kuhn. Dividends on the Series A Preferred Stock shall be preferential and cumulative, so that so long as any Series A Preferred Stock shall be outstanding Wal-Mart will not declare or pay, or set apart for payment, any dividends (other than dividends payable in shares of any class or classes of stock of Wal-Mart ranking junior to the Series A Preferred Stock), and will not redeem, purchase or otherwise acquire, directly or indirectly, whether voluntarily, for a sinking fund, or otherwise, any shares of any class or classes of stock of Wal-Mart ranking junior to the Series A Preferred Stock if at the time of making such declaration, payment, setting apart, distribution, redemption, purchase or acquisition, full cumulative dividends upon all outstanding shares of Series A Preferred Stock shall not have been paid or declared and set apart for payment for all past quarterly dividend periods, provided that notwithstanding the foregoing Wal-Mart may at any time redeem, purchase or otherwise acquire shares of stock of any such junior class in exchange for, or out of the net cash proceeds from the concurrent sale of, other shares of stock of any such junior class.

SECTION 4. Dividend Payment Dates. The dates at which dividends on the Series A Preferred Stock shall be payable are May 15, August 15, November 15 and February 15 of each year.

SECTION 5. Redemption.

(a) The Series A Preferred Stock shall not be redeemable by Wal-Mart prior to October 1, 1986. Thereafter, the Series A Preferred Stock shall be redeemable by Wal-Mart, at its option, in whole or in part (if in part, the shares to be redeemed shall be selected by lot) and the redemption price for the Series A Preferred Stock shall be \$27.50 per share plus accrued and unpaid dividends; provided, however, that until September 1, 1991, no redemption shall be permitted other than pursuant to paragraph (b) below or the last sentence of this paragraph (a), unless for any period of ten (10) consecutive trading days within the thirty (30) days preceding the date notice of redemption shall be given pursuant to paragraph (c) below the average of the last reported sales prices for the Common Stock (as defined in Section 8 below) on the New York Stock Exchange shall be equal to at least 125% of the amount of

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the conversion price for the Common Stock as then in effect under Section 8 below. Notwithstanding the foregoing, if Wal-Mart should be a party to any consolidation or merger whereby the outstanding shares of Common Stock are to be exchanged for or converted into cash or other securities of an issuer unrelated or unaffiliated with Wal-Mart, Wal-Mart may, at its option exercisable not later than 30 days prior to the effective date of any such consolidation or merger, redeem any or all of the outstanding shares of the Series A Preferred Stock effective as of the later of October 1, 1986 or the effective date of any such consolidation or merger at a price of \$27.50 per share plus accrued and unpaid dividends.

(b) At December 31 of each year set forth in the table below, Wal-Mart shall redeem from each holder of shares of Series A Preferred Stock the respective number of shares owned by each holder at the record date for such redemption set forth in the table below, at \$27.50 per share, plus all dividends accrued and unpaid on such Series A Preferred Stock up to the date fixed, upon giving the notice hereinafter provided:

<u>Year</u>	<u>Percent of Shares of Series A Preferred Stock Owned By Each Holder on Record Date</u>
1986.....	20.0%
1987.....	25.0%
1988.....	33.3%
1989.....	50.0%
1990.....	100.0%

During the continuance of a default by Wal-Mart (because of lack of funds legally available or for any other reason) in making any redemption required under this paragraph 5 (b), no sum shall be set aside for or applied to the purchase or redemption (pursuant to any applicable sinking fund or redemption provisions or otherwise) of any shares of any class or series of stock ranking as to dividends or assets on a parity with or junior to Series A Preferred Stock and no dividend shall be declared or paid or any other distribution ordered or made upon any shares of any class or series of stock ranking as to dividends junior to Series A Preferred Stock.

(c) Not less than 30 nor more than 60 days prior to the date fixed for redemption of the Series A Preferred Stock or any part thereof, notice specifying the time and place thereof shall be given by mail to the holders of record of the shares of Series A Preferred Stock selected for redemption at their respective addresses as the same shall appear on the stock books of Wal-Mart and by publication in at least one daily newspaper of general circulation in Nashville, Tennessee and one such newspaper in New York, New York, once each week for three consecutive weeks. The failure to give such notice or any defect therein or in the mailing or publication thereof shall not affect the validity of the proceedings for redemption. Any notice which was mailed in the manner herein provided shall be conclusively presumed to have

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been duly given whether or not the holder receives the notice. Upon such redemption date, or upon such earlier date as the Board of Directors shall designate for payment of the redemption price (unless Wal-Mart shall default in the payment of the redemption price as set forth in such notice), the holders of shares of Series A Preferred Stock shall have no interest in or claim against Wal-Mart by virtue of the shares to be so redeemed and shall have no voting or other rights with respect to such shares except the right to convert such shares within the time hereinafter set forth and except the right to receive the moneys payable upon such redemption from Wal-Mart or otherwise, without interest thereon, upon surrender (and endorsement, if required by Wal-Mart) of the certificates, and the shares represented thereby shall no longer be deemed to be outstanding. Upon redemption or conversion of Series A Preferred Stock in the manner set out herein, or upon purchase of the Series A Preferred Stock by Wal-Mart, Series A Preferred Stock so acquired by Wal-Mart shall be cancelled and shall not be reissued. Except where Series A Preferred Stock must be converted before the effective date of a consolidation or merger as provided in Section 8(a), after giving any notice of redemption and prior to the close of business on the tenth day prior to the redemption date, as hereinafter provided, the holders of the shares of Series A Preferred Stock so called for redemption may convert such shares into shares of the Common Stock of Wal-Mart, in accordance with the conversion privileges set forth in Section 8 hereof.

(d) No fractional shares of the Series A Preferred Stock shall be redeemed. In the event the number of shares to be redeemed from any holder thereof includes a fractional share, the number of shares to be redeemed from said holder shall be rounded to the nearest whole number.

(e) Redemption of the Series A Preferred Stock shall be made only out of Retained Earnings of Wal-Mart.

SECTION 6. Voting Rights.

(a) At every meeting of stockholders of Wal-Mart, every holder of Series A Preferred Stock shall be entitled to one vote for each share of Series A Preferred Stock standing in his name on the books of Wal-Mart, with the same and identical voting rights, except as expressly provided herein, as a holder of a share of Wal-Mart Common Stock. The Series A Preferred Stock and any other stock having voting rights shall vote together as one class, except as provided by law and in Paragraphs (b) and (c) hereof.

(b) If and whenever accrued dividends on the Series A Preferred Stock shall not have been paid or declared and a sum sufficient for the payment thereof set aside, in an amount equal to six quarter-annual dividends on any shares of Series A Preferred Stock at the time outstanding, then and in such event, the holders of the Series A Preferred Stock, voting separately as a class, shall be entitled, at any annual meeting of the stockholders or special meeting held in place thereof, or at a special meeting of the holders of the Series A Preferred Stock

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Articles

called as hereinafter provided, to elect two directors. Such right of the holders of Series A Preferred Stock to elect two directors may be exercised until dividends in default on the Series A Preferred Stock shall have been paid in full or funds sufficient therefor set aside, and when so paid or provided for, then the right of the holders of the Series A Preferred Stock to elect such directors shall cease, but subject always to the same provisions for the vesting of such voting rights in the case of any such future dividend default or defaults. At any time after such voting power shall have so vested in the holders of the Series A Preferred Stock, the Secretary of Wal-Mart may, and upon the written request of the holders of record of 25% or more in amount of the Series A Preferred Stock then outstanding, addressed to him at the principal office of Wal-Mart in the State of Arkansas, shall call a special meeting of the holders of the Series A Preferred Stock for the election of the directors to be elected by them as herein provided, to be held within 40 days after delivery of such request and at the place and upon the notice provided by law and in the By-laws for the holding of meetings of stockholders; provided, however, that the Secretary shall not be required to call such special meeting in the case of any such request received less than 90 days before the date fixed for the next ensuing annual meeting of stockholders. No such special meeting and no adjournment thereof shall be held on a date less than 30 days before the annual meeting of the stockholders or special meeting held in place thereof next succeeding the time when the holders of the Series A Preferred Stock become entitled to elect a director as above provided. If at any such annual or special meeting or any adjournment thereof the holders of at least a majority of the Series A Preferred Stock then outstanding shall be present or represented by proxy, then by vote of the holders of at least a majority of the Series A Preferred Stock present or so represented at such meeting, the then authorized number of directors of Wal-Mart shall be increased by two, and the holders of the Series A Preferred Stock shall be entitled to elect the two additional directors so provided for. The directors so elected shall serve until the next annual meeting or until their successors shall be elected and shall qualify; provided, however, that whenever the holders of the Series A Preferred Stock shall be divested of voting power as above provided, the term of office of the persons elected as directors by the holders of the Series A Preferred Stock as a class shall forthwith terminate, and the number of the Board of Directors shall be reduced accordingly. If, during any interval between any special meeting of the holders of Series A Preferred Stock for the election of a director to be elected by them as provided above and the next ensuing annual meeting of stockholders, or between annual meetings of stockholders for the election of directors, and while the holders of the Series A Preferred Stock shall be entitled to elect two directors the office of either of the directors who have been elected by the holders of the Series A Preferred Stock shall, by reason of resignation, death or removal, be vacant, (1) the vacancy shall

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CONTROL COMMISSION

be filled by a majority vote of the remaining directors then in office, although less than a quorum, and (2) if not so filled within 40 days after the creation thereof, the Secretary of Wal-Mart shall call a special meeting of the holders of the Series A Preferred Stock and such vacancy shall be filled at such special meeting. Any director elected to fill any such vacancy by the remaining directors then in office may be removed from office by vote of the holders of a majority of the shares of the Series A Preferred Stock. A special meeting of the holders of the Series A Preferred Stock may be called by a majority vote of the Board of Directors for the purpose of removing such director. The Secretary of Wal-Mart shall, in any event, within ten days after delivery to Wal-Mart at its principal office in the State of Arkansas of a request to such effect signed by the holders of at least 25% of the outstanding shares of the Series A Preferred Stock, call a special meeting for such purpose to be held within 40 days after delivery of such request, provided, however, that the Secretary shall not be required to call such a special meeting in the case of any such request received less than 90 days before the date fixed for the next ensuing annual meeting of stockholders.

(c) The consent of holders of more than two-thirds of the outstanding shares of Series A Preferred Stock is required to amend the certificate of incorporation of Wal-Mart to (i) create or authorize any class of stock ranking prior or superior to the Series A Preferred Stock as to assets or dividends, or any class of securities convertible into any such a class of stock, or (ii) change the terms of the Series A Preferred Stock in any manner prejudicial to the holders thereof; provided, however, that no separate consent of the holders of the Series A Preferred Stock shall be required to amend the certificate of incorporation to create or authorize any class of stock ranking on a parity with the Series A Preferred Stock as to assets or dividends, or as to any class of securities convertible into any such class of stock if such stock or other securities are issued for new consideration and not as a dividend or other distribution to the stockholders of Wal-Mart.

SECTION 7. Liquidation Rights. The amount payable on Series A Preferred Stock in the event of any liquidation, dissolution or winding up of the affairs of Wal-Mart shall be \$27.50 per share plus accrued and unpaid dividends, which amount shall be paid and distributed before any distribution may be made with respect to the outstanding shares of Wal-Mart Common Stock or any other class of shares of Wal-Mart ranking junior to the Series A Preferred Stock with respect to payment of dividends or distributions upon dissolution and winding up of Wal-Mart.

SECTION 8. Conversion Right.

(a) Subject to and upon compliance with the provisions of this Section 8 and except as provided in the last sentence of this paragraph (a), the Series A Preferred Stock may at the option of the holder at any time, or in the case of shares called

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for redemption until and including the tenth day prior to the date fixed for redemption (but not thereafter if payment of the redemption price has been duly provided for by the date fixed for redemption), be converted into shares of the Common Stock, par value \$.10 per share, of Wal-Mart ("Common Stock") (as such shares shall be constituted at the conversion date) at the conversion price in effect at the conversion date. Notwithstanding the provisions of this paragraph (a) and Section 5(c), if Wal-Mart shall be a party to any consolidation or merger whereby the outstanding shares of Common Stock are to be exchanged for or converted into cash or other securities of an issuer unrelated or unaffiliated with Wal-Mart and Wal-Mart exercises its option to redeem the Series A Preferred Stock pursuant to the last sentence of Section 5(a), the Series A Preferred Stock may not be converted after the effective date of any such consolidation or merger.

(b) The holder of each share of Series A Preferred Stock may exercise the conversion privilege in respect thereof by delivering to any transfer agent of the Series A Preferred Stock (i) the shares to be converted, (ii) written notice that the holder elects to convert such shares and stating the name or names (with address) in which the stock certificate for Common Stock is to be issued. Conversion shall be deemed to have been effected on the date when such delivery is made, and such date is referred to in this Section as the "conversion date." On the conversion date or as promptly thereafter as practicable, Wal-Mart shall issue and deliver to the holder of the Series A Preferred Stock surrendered for conversion, or on his written order, a certificate for the number of full shares of Common Stock issuable upon the conversion of such Series A Preferred Stock and a check or cash in respect of any fraction of a share as provided in subparagraph (c) of this Section 8. The person in whose name the stock certificate is to be issued shall be deemed to have become a holder of Common Stock of record on the conversion date. No adjustment shall be made for any dividends on such shares of Series A Preferred Stock or for dividends on the shares of Common Stock issued on conversion.

(c) Wal-Mart shall not be required to issue fractional shares of Common Stock upon conversion of Series A Preferred Stock. The number of full shares of Common Stock issuable upon conversion of the shares of Series A Preferred Stock surrendered therefor shall be computed on the basis of the aggregate number of shares so surrendered. If any fractional interest in a share of Common Stock would be deliverable upon the conversion of any Series A Preferred Stock, Wal-Mart shall in lieu of delivering the fractional share therefor make an adjustment therefor in cash at the current market value thereof, computed on the basis of the last reported sale price of the shares of Common Stock on the New York Stock Exchange on the last business day before the conversion date or, if there was no reported sale on that day, on the basis of the mean of the closing bid and asked quotations on that Exchange on that day, or if the Common Stock is not then

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listed on that Exchange, on the basis of the mean of the closing bid and asked quotations in the over-the-counter market on that day as reported by NASDAQ, or any similar reporting service.

(d) Unless and until an adjusted conversion price of the Common Stock is required to be computed as hereinafter provided, the conversion price for such Common Stock shall be \$45.60 per share, provided, however, that in the event that the average of the last reported sales prices for trades of shares of Wal-Mart Common Stock on the New York Stock Exchange for the five trading days immediately preceding the effective date of the Merger of Kuhnco into Kuhn (the "Five-Day Average Price") is less than \$36.50 per share, the conversion price shall be equal to 125% of the Five-Day Average Price; provided, further that in the event that the Five-Day Average Price is greater than \$39.50 per share, the conversion price shall be equal to 120% of the Five-Day Average Price. The number of shares of Common Stock issuable upon conversion of one share of Series A Preferred Stock shall be determined by dividing \$25.00 by the conversion price then in effect.

(e) In case Wal-Mart shall pay or make a dividend or other distribution on any class of its capital stock in Common Stock, the conversion price in effect at the opening of business on the day following the date fixed for the determination of stockholders entitled to receive such dividend or other distribution shall be reduced by multiplying such conversion price by a fraction of which the numerator shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination and the denominator shall be the sum of such number of shares and the total number of shares constituting such dividend or other distribution, such reduction to become effective immediately after the opening of business on the day following the date fixed for such determination. For the purposes of this paragraph (e), the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of Wal-Mart but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock. Wal-Mart will not pay any dividend or make any distribution on shares of Common Stock held in the treasury of Wal-Mart.

(f) In case Wal-Mart shall issue rights or warrants (other than employee stock options granted under any of Wal-Mart's employee stock option plans) to all holders of its Common Stock entitling them to subscribe for or purchase shares of Common Stock at a price per share less than the current market price per share (determined as provided in paragraph (j) below) of the Common Stock on the date fixed for the determination of stockholders entitled to receive such rights or warrants, the conversion price in effect at the opening of business on the day following the date fixed for such determination shall be reduced by multiplying such conversion price by a fraction of which the numerator shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination plus the number of shares of Common Stock which the

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aggregate of the offering price of the total number of shares of Common Stock so offered for subscription or purchase would purchase at such current market price and the denominator shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination plus the number of shares of Common Stock so offered for subscription or purchase, such reduction to become effective immediately after the opening of business on the day following the date fixed for such determination. For the purposes of this paragraph (f) the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of Wal-Mart but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of Common Stock. Wal-Mart will not issue any rights or warrants in respect of shares of Common Stock held in the treasury of Wal-Mart.

(g) In case outstanding shares of Common Stock shall be subdivided into a greater number of shares of Common Stock, the conversion price in effect at the opening of business on the day following the day upon which such subdivision becomes effective shall be proportionately reduced, and, conversely, in case outstanding shares of Common Stock shall each be combined into a smaller number of shares of Common Stock, the conversion price in effect at the opening of business on the day following the day upon which such combination becomes effective shall be proportionately increased, such reduction or increase, as the case may be, to become effective immediately after the opening of business on the day following the day upon which such subdivision or combination becomes effective.

(h) In case Wal-Mart shall, by dividend or otherwise, distribute to all holders of its Common Stock evidences of its indebtedness or assets (including securities, but excluding any rights or warrants referred to in paragraph (f) above, any dividend or distribution paid in cash out of the retained earnings of Wal-Mart and any dividend or distribution referred to in paragraph (e) above), the conversion price shall be adjusted so that the same shall equal the price determined by multiplying the conversion price in effect immediately prior to the close of business on the date fixed for the determination of stockholders entitled to receive such distribution by a fraction of which the numerator shall be the current market price per share (determined as provided in paragraph (j) below) of the Common Stock on the date fixed for such determination less the then fair market value (as determined by the Board of Directors, whose determination shall be conclusive) of the portion of the assets or evidences of indebtedness so distributed applicable to one share of Common Stock and the denominator shall be such current market price per share of the Common Stock, such adjustment to become effective immediately prior to the opening of business on the day following the date fixed for the determination of stockholders entitled to receive such distribution.

(i) The reclassification (including any reclassification upon a consolidation or merger in which Wal-Mart is the surviving corporation) of Common Stock into securities other than

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Common Stock shall be deemed to involve (a) a distribution of such securities other than Common Stock to all holders of Common Stock (and the effective date of such reclassification shall be deemed to be "the date fixed for the determination of stockholders entitled to receive such distribution" and "the date fixed for such determination" within the meaning of paragraph (h) above), and (b) a subdivision or combination, as the case may be, of the number of shares of Common Stock outstanding immediately prior to such reclassification into the number of shares of Common Stock outstanding immediately thereafter (and the effective date of such reclassification shall be deemed to be "the day upon which such subdivision becomes effective" or "the day upon which such combination becomes effective," as the case may be, and "the day upon which such subdivision or combination becomes effective" within the meaning of paragraph (g) above).

(j) For the purpose of any computation under paragraphs (f) and (h) above, the current market price per share of Common Stock on any date shall be deemed to be the average of the daily closing prices for the 30 consecutive business days selected by Wal-Mart commencing not more than 45 business days before the day in question. The closing price for each day shall be the last reported sales price regular way or, in case no such reported sale takes place on such day, the average of the reported closing bid and asked prices regular way, in either case on the New York Stock Exchange, or, if the Common Stock is not listed or admitted to trading on such Exchange, on the principal national securities exchange on which the Common Stock is listed or admitted to trading or, if not listed or admitted to trading on any national securities exchange, the average of the closing bid and asked quotations in the over-the-counter market, as reported by NASDAQ, or any similar reporting service. For the purposes of this paragraph (j), the term "business day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday, other than any day on which securities are not traded on such exchange or in such market.

(k) Wal-Mart may make such reductions in the conversion price, in addition to those required by paragraphs (e), (f), (g) and (h) above, as it considers to be advisable in order that any event treated for Federal income tax purposes as a dividend of stock or stock rights shall not be taxable to the recipients.

(l) Whenever the conversion price is adjusted as herein provided:

(i) Wal-Mart shall compute the adjusted conversion price in accordance with this Section 8 and shall prepare a certificate signed by the Treasurer of Wal-Mart setting forth the adjusted conversion price and showing in reasonable detail the facts upon which such adjustment is based, and such certificate shall forthwith be filed with the Transfer Agent for the Series A Preferred Stock.

(ii) a notice stating that the conversion price has been adjusted and setting forth the adjusted

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conversion price shall forthwith be required, and as soon as practicable after it is required, such notice shall be mailed to the holders of record of the outstanding shares of Series A Preferred Stock; provided, however, that if within 10 days after the completion of mailing such a notice, an additional notice is required, such additional notice shall be deemed to be required pursuant to this clause (ii) as of the opening of business on the tenth day after such completion of mailing and shall set forth the conversion price as adjusted at such opening of business, and, upon the completion of mailing of such additional notice, no other notice need be given of any adjustment in the conversion price occurring at or prior to such opening of business and after the time that the next preceding notice given by mail became required.

(m) In case:

(i) Wal-Mart shall declare a dividend (or any other distribution) on its Common Stock payable otherwise than in cash out of its retained earnings; or

(ii) Wal-Mart shall authorize the granting to the holders of its Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any other rights; or

(iii) of any reclassification of the capital stock of Wal-Mart (other than a subdivision or combination of its outstanding shares of Common Stock), or of any consolidation or merger to which Wal-Mart is a party for which approval of any stockholders of Wal-Mart is required, or of the sale or transfer of all or substantially all of the assets of Wal-Mart; or

(iv) of the voluntary or involuntary dissolution, liquidation, or winding up of Wal-Mart:

then Wal-Mart shall cause to be mailed to the Transfer Agent of the then Series A Preferred Stock and to the holders of record of the outstanding shares of this Series, at least 20 days (or 10 days in any case specified in clause (i) or (ii) above) prior to the applicable record date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, rights or warrants, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution, rights or warrants are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding up is expected to become effective, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding up.

(n) The issue of stock certificates on conversions of Series A Preferred Stock shall be without charge to the

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converting shareholder for any tax in respect of the issue thereof. Wal-Mart shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares in any name other than that of the holder of the Series A Preferred Stock converted, and Wal-Mart shall not be required to issue or deliver any such stock certificate unless and until the person or persons requesting same shall have paid to Wal-Mart the amount of such tax or shall have established to the satisfaction of Wal-Mart that such tax has been paid.

(o) Wal-Mart shall at all times reserve and keep available, free from pre-emptive rights, out of its authorized but unissued stock, for the purpose of effecting the conversion of Series A Preferred Stock such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Series A Preferred Stock.

FIFTH: The Corporation is to have perpetual existence.

SIXTH: In furtherance, and not in limitation, of the powers conferred by law, the Board of Directors of the Corporation is expressly authorized to make, alter or repeal the by-laws of the Corporation in the manner provided in such by-laws. Elections of directors need not be by written ballot unless the by-laws of the Corporation shall so provide.

SEVENTH: The Corporation reserves the right to amend, alter or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by the statutes of the State of Delaware, and all rights and powers conferred on Directors and stockholders herein are granted subject to this reservation.

EIGHTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of

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this Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

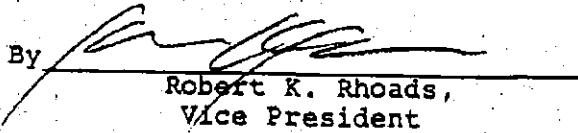
NINTH: To the fullest extent permitted by Delaware General Corporation Law as the same exists or may hereafter be amended, a director of this Corporation shall not be liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director.

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4. This Restated Certificate of Incorporation was duly adopted by the board of directors in accordance with Section 245 of the General Corporation Law of the State of Delaware.

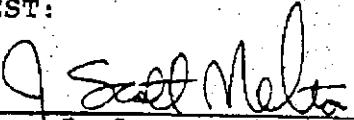
IN WITNESS WHEREOF, said WAL-MART STORES, INC. has caused this certificate to be signed by Robert K. Rhoads, its Vice President and attested by J. Scott Melton, its Assistant Secretary, this 25th day of *October*, 1988.

WAL-MART STORES, INC.

By 

Robert K. Rhoads,
Vice President

ATTEST:

By 

J. Scott Melton,
Assistant Secretary

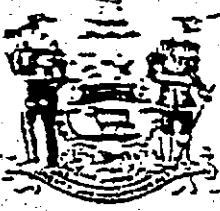
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Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF AMENDMENT OF WAL-MART STORES, INC.
FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF MARCH, A.D.
1972, AT 10 O'CLOCK A.M.

Michael Harkins

Michael Harkins, Secretary of State

AUTHENTICATION: 1057012

DATE: 08/16/1983

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CERTIFICATE OF INCORPORATION

OF

HAL-MED, INC.

FIRST: The name of the Corporation is

HAL-MED, INC.

SECOND: Its registered office in the State of Delaware
is located at No. 100 West Ninth Street, in the City of Wilmington,
County of New Castle. The name and address of its registered agent
is the Corporation Trust Company, No. 100 West Ninth Street,
Wilmington, Delaware.

THIRD: The purpose of the Corporation is to engage in
any lawful act or activity for which corporations may be organized
under the General Corporation Law of the state of Delaware.

FOURTH: The total number of shares of all classes of
stock which the Corporation shall have authority to issue is
Twenty thousand (20,000) shares, of which Ten thousand (10,000)
shares shall be classified as Preferred Stock, without par value
(herein called "Preferred Stock"), and of which Ten thousand
(10,000) shares shall be classified as Common Stock of the par value
of \$1.00 per share (herein called "Common Stock"). The designations,
preferences, limitations and relative rights of the shares of
Preferred Stock and of Common Stock are as follows:

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1. Preferred Stock. The Preferred Stock may be issued in such one or more series as shall from time to time be created and authorized to be issued by the Board of Directors as hereafter provided.

The Board of Directors is hereby expressly authorized, by resolution or resolutions from time to time adopted providing for the issuance of Preferred Stock, to fix and state the designations, powers, preferences and relative, participating, optional and other special rights of the shares of each series of Preferred Stock, and the qualifications, limitations and restrictions thereon, including (but without limiting the generality of the foregoing) any of the following with respect to which the Board of Directors shall determine to make affirmative provisions:

- a) the distinctive name and serial designation;
- b) the annual dividend rate or rates, and the dividend payment dates;
- c) whether dividends are to be cumulative or non-cumulative and the participating or other special rights, if any, with respect to the payment of dividends;

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- c) whether any series shall be subject to redemption and, if so, the manner of redemption and the redemption price or prices;
- d) the amount or amounts of potential or other payment to which any series is entitled over any other series or over the Common Stock on voluntary or involuntary liquidation, dissolution or winding up;
- e) any sinking fund or other retirement provisions and the extent to which the charges therefor are to have priority over the payment of dividends on or the making of sinking fund or other like retirement provisions for shares of any other series or over dividends on the Common Stock;
- f) any conversion, exchange, purchase or other privileges to acquire shares of any other series or of the Common Stock;
- g) the number of shares of such series;
- h) the voting rights, if any, of such series;
- i) the stated value, if any, for such series; the consideration for which shares of

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such series may be issued and the amount
of such consideration which shall be credit-
ed to the capital account.

Each share of each series of Preferred Stock shall have
the same relative rights and be identical in all respects
with all the other shares of the same series.

Before the Corporation shall issue any shares
of Preferred Stock of any series authorized as herein-
before provided, a certificate setting forth a copy of
the resolution or resolutions with respect to such series
adopted by the Board of Directors of the Corporation pur-
suant to the foregoing authority vested in said Board
shall be made, filed and recorded in accordance with the
then applicable requirements, if any, of the laws of the
State of Delaware, or, if no certificate is then so re-
quired, such certificate shall be signed and acknowledged
on behalf of the Corporation by its President or a Vice
President and its corporate seal shall be affixed thereto
and attested by its Secretary or an Assistant Secretary
and such certificate shall be filed and kept on file at
the principal office of the Corporation in the State of
Delaware and in such other place or places as the Board of
Directors shall designate.

Shares of any series of Preferred Stock which

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shall be issued and thereafter acquired by the Corporation through purchase, redemption, conversion or otherwise, may by resolution or resolutions of the Board of Directors be returned to the status of authorized but unissued Preferred Stock of the same series. Unless otherwise provided in the resolution or resolutions of the Board of Directors providing for the issue thereof, the number of authorized shares of stock of any such series may be increased or decreased (but not below the number of shares thereof then outstanding) by resolution or resolutions of the Board of Directors and the filing of a certificate complying with the foregoing requirements. In case the number of shares of any such series of Preferred Stock shall be decreased, the shares representing such decrease shall, unless otherwise provided in the resolution or resolutions of the Board of Directors providing for the issuance thereof, resume the status of authorized but unissued Preferred Stock, undesignated as to series.

2. Common Stock. The Common Stock shall have no special rights or limitations.

3. OFFICERS: The name and mailing address of each incorporator is as follows:

Name
D. J. Carson

P. J. Clark, Jr.

Mailing Address
100 West Fourth Street
Wilmington, Delaware
100 West Fourth Street
Wilmington, Delaware

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SIXTH: The powers of the incorporators named in Article FIFTH shall cease upon the filing of this Certificate of Incorporation and the business of the Corporation shall be carried on by its initial Board of Directors which shall consist of the following:

<u>Name</u>	<u>Address</u>
S. Robach Walton	First National Bldg., Tulsa, Oklahoma
Joseph J. McCollum Jr.	First National Bldg., Tulsa, Oklahoma
L. J. Fulton	First National Bldg., Tulsa, Oklahoma

SEVENTH: The Corporation is to have perpetual existence.

EIGHTH: In furtherance, and not in limitation, of the powers conferred by Law, the Board of Directors of the Corporation is expressly authorized to make, alter or repeal the by-laws of the Corporation in the manner provided in such by-laws. Elections of directors shall not be by written ballot unless the by-laws of the Corporation shall so provide.

NINTH: The Corporation reserves the right to amend, alter or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by the statutes of the State of Delaware, and all rights and powers conferred on Directors and stockholders herein are granted subject to this reservation.

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NOTE: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the state of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 181 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code after a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

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WE, THE UNDERSIGNED, being each of the Incorporators
hereinafter named, for the purpose of forming a corporation pursuant
to the General Corporation Law of the state of Delaware, do make
this Certificate, hereby declaring and certifying that this is our
act and deed and the facts herein stated are true, and accordingly
have hereunto set our hands this 5th day of October, 1955.

J. J. Consalvo

J. J. Consalvo, Jr.

J. J. Vitale

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STATE OF DELAWARE }
COUNTRY OF NEW YORK }
ss:

IT IS SOLEMNLY SWORN that on this 31st day of
October A.D. 1969, personally came before me, a Notary
Public for the State of Delaware, E. J. Conane, J. J.
Dunn, Jr. and J. L. Rivers, all of the parties to the
foregoing certificate of incorporation, known to me
personally to be such, and severally acknowledged the
said certificate to be the act and deed of the signers
respectively and that the facts stated therein are true.

GIVEN under my hand and seal of office the day
and year aforesaid.

A. Darr Atwell
Notary Public

A. DARR ATWELL
NOTARY PUBLIC
APPOINTED OCT. 27, 1968
STATE OF DELAWARE
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AMENDMENT TO
CERTIFICATE OF INCORPORATION
OF
WAL-MART STORES, INC.

WAL-MART STORES, INC., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the Corporation is

WAL-MART STORES, INC.

The date of filing of its original Certificate of Incorporation with the Secretary of State of Delaware was October 31, 1963, and the date of filing of and the only amendment to its Certificate of Incorporation with the Secretary of State of Delaware was January 9, 1970.

2. The first sentence of Article FOURTH of the Certificate of Incorporation is amended hereby to read as follows:

"FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is Four Million Five Hundred Thousand (4,500,000) shares, of which Four Million (4,000,000) shares shall be classified as Common Stock, of the par value of 10¢ per share (herein called "Common Stock"), and of which Five Hundred Thousand (500,000) shares shall be classified as Preferred Stock of the par value of 10¢ per share (herein called "Preferred Stock").

Article FOURTH and the rest of the Certificate of Incorporation of Wal-Mart Stores, Inc., as amended, shall otherwise remain unchanged.

ARTICLES

In this Amendment to the Certificate of Incorporation was set forth in a resolution duly adopted by the Board of Directors which declared the adoption of the Amendment to be advisable and which ordered that the Amendment be considered by the stockholders entitled to vote at the annual meeting held April 28, 1971. At such annual meeting such Amendment was duly adopted in accordance with Section 242 of the General Corporation Law of the State of Delaware. The Corporation hereby certifies that it has received payment for a portion of its capital stock.

IN WITNESS WHEREOF, said WAL-MART STORES, INC. has caused its corporate seal to be hereunto affixed and this Certificate to be signed by its President and Secretary this 1st day of May, 1971.

WAL-MART STORES, INC.

CORPORATE
SEAL

By Sam M. Walton, President
By S. Robson Walton, Secretary

RECEIVED

STATE OF DELAWARE
ISS.
COUNTY OF TULSA

JUL 16 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

BE IT REMEMBRED, that on this 1st day of May, 1971, personally came before me, a Notary Public in and for the County of Tulsa, Edgar L. Dugay, President and Secretary, respectively, of Wal-Mart Stores, Inc., a corporation of the State of Delaware, and they duly executed the above Certificate before me and acknowledged the said Certificate to be their act and deed and the act and deed of said corporation and that the facts stated therein are true; and that the Seal affixed to said Certificate has been duly adopted by the Board of Directors of the corporation.

GIVEN under my hand and seal of office the day and year aforesaid.

My Commission Expires: April 19, 1972

Edgar L. Dugay
Notary Public

NOTARIAL SEAL



RE: Walmart #3173
Form 100
Page 5
Question 1

To Whom It May Concern:

Q. 1. 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.

It is likely that individual parties to this application, or their spouses, have plead guilty to minor violations of local laws such as traffic violations, parking citations and the like. We are not aware of any material violations by individual parties to this application that are relevant to this application. For corporate violations that are relevant to this application, please see the attached list.

Wal-Mart Stores Inc
Attn: Licensing Compliance
702 SW 8th St. Dept 8916
Bentonville, AR 72716-0500

Thank you,

RECEIVED

JUL 16 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

Tara Stegall
Licensing Compliance Specialist
Wal-Mart Stores, Inc.

Location: 702 SW 8th St. Dept 8916, Bentonville, AR 72716-0500
Phone: (479) 204-2233 **Fax:** (479) 204-9864 **Email:** tara.stegall@wal-mart.com

"To Save People Money So They Can Live Better."

Alcohol Violations
6/20/2013

STORE #	TYPE	CITY	STATE	DATE	FINE AMOUNT	REASON FOR CITATION	Disposition
3267	Supercenter	Omaha (W)	NE	December-02	0	Sale to minor.	
1326	Supercenter	Grand Island	NE	August-06	518	Sale to minor	
5170	Supercenter	Sidney	NE	October-10	0	Sale to Minor	
776	Supercenter	Fremont	NE	October-11	0	Sale to Minor	
2847	Supercenter	Bellevue	NE	December-11	0	Sale to Minor	
637	Supercenter	Lexington	NE	December-11	0	Sale to Minor	
776	Supercenter	Fremont	NE	February-12	250	Sale to Minor	
867	Supercenter	Scottsbluff	NE	May-12	0	Sale to Minor	
867	Supercenter	Scottsbluff	NE	May-12	0	Sale to Minor	
2847	Walmart	Bellevue	NE	June-12	500	Sale to Minor	
867	Walmart	Scottsbluff	NE	December-12	1000	Sale to Minor	
						Associate and store have received citation	

RECEIVED
JUL 16 2013
NEBRASKA LIQUOR
CONTROL COMMISSION

XX

NE Stores

#11

Store	Address	City	State	Alcohol Type
350	101 E DAVID DR	YORK	NE	BEER WINE LIQUOR
418	2831 HIGHWAY 15	FAIRBURY	NE	BEER WINE LIQUOR
598	5411 2ND AVE	KEARNEY	NE	BEER WINE LIQUOR
637	200 FRONTIER ST	LEXINGTON	NE	BEER WINE LIQUOR
645	2400 W PASEWALK AVE	NORFOLK	NE	BEER WINE LIQUOR
774	818 E 23RD ST	COLUMBUS	NE	BEER WINE LIQUOR
776	3010 E 23RD ST	FREMONT	NE	BEER WINE LIQUOR
790	1902 W B ST	MCCOOK	NE	BEER WINE LIQUOR
867	3322 AVENUE I	SCOTTSBLUFF	NE	BEER WINE LIQUOR
885	1326 280TH	SEWARD	NE	BEER WINE LIQUOR
1326	2250 NO. DIERS AVE	GRAND ISLAND	NE	BEER WINE LIQUOR
1332	1601 CORNHUSKER DR	SOUTH SIOUX CITY	NE	BEER WINE LIQUOR
1460	3803 OSBORNE DR W	HASTINGS	NE	BEER WINE LIQUOR
1585	1401 S DEWEY ST	NORTH PLATTE	NE	BEER WINE LIQUOR
1637	6304 N 99TH ST	OMAHA	NE	BEER WINE LIQUOR
1671	8525 S 71ST PLZ	PAPILLION	NE	BEER WINE LIQUOR
1943	4700 N 27TH ST	LINCOLN	NE	BEER WINE LIQUOR
2432	2501 GRAINGER PARKWAY	LINCOLN	NE	BEER WINE LIQUOR
2579	510 LINDEN ST	CHADRON	NE	BEER WINE LIQUOR
2784	3620 N 6TH ST	BEATRICE	NE	BEER WINE LIQUOR
2847	10504 S 15TH ST	BELLEVUE	NE	BEER WINE LIQUOR
3151	5018 AMES AVE	OMAHA	NE	BEER WINE LIQUOR
3152	2451 NORTH 90TH STREET	OMAHA	NE	BEER WINE LIQUOR
3153	6710 S. 167TH ST	OMAHA	NE	BEER WINE LIQUOR
3154	2109 TOWNE CENTER DR	BELLEVUE	NE	BEER WINE LIQUOR
3172	5051 L ST	OMAHA	NE	BEER WINE LIQUOR
3173	9460 GILES ROAD	LA VISTA	NE	BEER WINE LIQUOR
3267	18201 WRIGHT ST	OMAHA	NE	BEER WINE LIQUOR
3278	8700 ANDERMATT DR	LINCOLN	NE	BEER WINE LIQUOR
3395	3501 S LOCUST ST	GRAND ISLAND	NE	BEER WINE LIQUOR
3823	3400 N 85TH ST	LINCOLN	NE	BEER WINE LIQUOR
4077	5051 L ST	OMAHA	NE	BEER WINE LIQUOR
4080	2501 GRAINGER PARKWAY	LINCOLN	NE	BEER WINE LIQUOR
4138	13105 BIRCH DR	OMAHA	NE	BEER WINE LIQUOR
4209	2101 S 11TH ST	NEBRASKA CITY	NE	BEER WINE LIQUOR
4322	1800 E 29TH ST	CRETE	NE	BEER WINE LIQUOR
4358	1606 S 72ND ST	OMAHA	NE	BEER WINE LIQUOR
4568	1882 HOLLY ST	BLAIR	NE	BEER WINE LIQUOR
4600	11350 WICKERSHAM BLVD	GRETNA	NE	BEER WINE LIQUOR
4873	8480 ANDERMATT DR	LINCOLN	NE	BEER WINE LIQUOR
5141	16960 W MAPLE RD	OMAHA	NE	BEER WINE LIQUOR
5170	3001 SILVERBERG DR	SIDNEY	NE	BEER WINE LIQUOR
5361	12850 L ST	OMAHA	NE	BEER WINE LIQUOR
6413	4900 N 27TH ST	LINCOLN	NE	BEER WINE LIQUOR
6461	1510 N DIERS AVE	GRAND ISLAND	NE	BEER WINE LIQUOR
7018	3001 E STATE FARM RD	NORTH PLATTE	NE	BEER WINE LIQUOR
7112	TBA 3173	LA VISTA	NE	BEER WINE LIQUOR
7818	3001 E STATE FARM RD	NORTH PLATTE	NE	BEER WINE LIQUOR
8146	13130 L ST	OMAHA	NE	BEER WINE LIQUOR

4707	KS	Johnson	Overland Park	SAM	3.2 Beer	3.2 BEER
4791	KS	Finney	GARDEN CITY	SAM	3.2 Beer	N/A
6418	KS	Sedgwick	Wichita	SAM	3.2 Beer	N/A
6426	KS	Saline	Salina	SAM	3.2 Beer	N/A
8176	KS	Shawnee	Topeka	SAM	3.2 Beer	N/A
8208	KS	Johnson	Lenexa (K.C.)	SAM	3.2 Beer	3.2 BEER
8254	KS	Sedgwick	Wichita	SAM	3.2 Beer	N/A
4736	MN	Dakota	Apple Valley	SAM	B/W/L or 3.2 Beer	3.2 BEER
4738	MN	Dakota	Eagan	SAM	B/W/L or 3.2 Beer	B/W/L
4787	MN	Hennepin	Minneapolis	SAM	B/W/L or 3.2 Beer	B/W/L
6254	MN	Hennepin	Maple Grove	SAM	B/W/L or 3.2 Beer	B/W/L
6309	MN	Ramsey	White Bear Lake (Minneapolis)	SAM	B/W/L or 3.2 Beer	B/W/L
6310	MN	Anoka	Fridley-Minneapolis	SAM	B/W/L or 3.2 Beer	B/W/L
6311	MN	Scott	Shakopee	SAM	B/W/L or 3.2 Beer	B/W/L
6312	MN	Washington	Woodbury	SAM	B/W/L or 3.2 Beer	B/W/L
6318	MN	Hennepin	St. Louis Park (Minneapolis)	SAM	B/W/L or 3.2 Beer	B/W/L
6320	MN	St. Louis	Hermantown (Duluth)	SAM	B/W/L or 3.2 Beer	B/W/L
6427	MN	Olmsted	Rochester	SAM	B/W/L or 3.2 Beer	B/W/L
6510	MN	Blue Earth	Mankato	SAM	B/W/L or 3.2 Beer	B/W/L
8183	MN	Stearns	St. Cloud	SAM	B/W/L or 3.2 Beer	B/W/L
8183	MN		St Cloud	SAM		
4805	MT	Yellowstone	BILLINGS	SAM	B/W	B/W
6379	MT	Cascade	Great Falls	SAM	B/W	B/W
6413	NE	Lancaster	Lincoln (N)	SAM	B/W/L	B/W/L
6461	NE	Hall	Grand Island	SAM	B/W/L	B/W/L
8146	NE	Douglas	Omaha	SAM	B/W/L	B/W/L
4768	NV	Washoe	Reno	SAM	B/W/L	B/W/L
4974	NV	Clark	N. Las Vegas	SAM	B/W/L	B/W/L
4983	NV	Clark	Las Vegas	SAM	B/W/L	B/W/L
6257	NV	Clark	Las Vegas	SAM	B/W/L	B/W/L
6261	NV	Clark	Las Vegas (S)	SAM	B/W/L	B/W/L
6382	NV	Clark	Las Vegas (W)	SAM	B/W/L	B/W/L
8177	NV	Clark	Las Vegas (SE)	SAM	B/W/L	B/W/L
6565	SD	Pennington	Rapid City	SAM	B/W/L	B/W/L
8165	SD	Minnehaha	Sioux Falls	SAM	B/W/L	B/W/L
4702	TX	Harris	Friendswood	SAM	B/W	B/W
4712	TX	Harris	Houston (Memorial)	SAM	B/W	B/W
4713	TX	Montgomery	SOUTH JORDAN	SAM	B/W	B/W
4720	TX	Travis	Austin	SAM	B/W	B/W
4721	TX	Harris	Houston (Willowbrook)	SAM	B/W	B/W
4742	TX	Tarrant	Fort Worth (SW)	SAM	B/W	B/W
4743	TX	Collin	Plano (E)	SAM	B/W	B/W
4753	TX	Bell	TEMPLE	SAM	B/W	N/A
4763	TX	Fort Bend	Sugarland	SAM	B/W	B/W
4764	TX	Harris	Katy	SAM	B/W	B/W
4769	TX	Harris	EVANS	SAM	B/W	B/W
4795	TX	Tarrant	Grapevine	SAM	B/W	B/W
4807	TX	Harris	Houston	SAM	B/W	B/W
4905	TX	Denton	DENTON	SAM	B/W	N/A
4906	TX	Collin	McKinney	SAM	B/W	B/W
4948	TX	Tom Green	San Angelo	SAM	B/W	B/W
4958	TX	Hays	San Marcos	SAM	B/W	B/W
6202	TX	Angelina	LUFKIN	SAM	B/W	B/W
6244	TX	Tarrant	Fort Worth (E)	SAM	B/W	B/W
6255	TX	Collin	Plano (N)	SAM	B/W	B/W
6259	TX	Williamson	Round Rock	SAM	B/W	B/W
6262	TX	Bexar	San Antonio	SAM	B/W	B/W
6265	TX	Dallas	IRVING	SAM	B/W	N/A
6279	TX	Bell	TEMPLE	SAM	B/W	N/A

X/1

6336	TX	Bell	Temple	SAM	B/W	B/W
6338	TX	Brazos	College Station	SAM	B/W	B/W
6346	TX	Harris	Houston (W) (Katy)	SAM	B/W	B/W
6350	TX	Grayson	Sherman	SAM	B/W	B/W
6367	TX	Harris	Humble	SAM	B/W	B/W
6372	TX		Dallas (PARKLANE)	SAM		B/W
6376	TX	Dallas	ADDISON	SAM	B/W	N/A
6381	TX	Denton	Lewisville	SAM	B/W	B/W
6416	TX	Bexar	San Antonio (N)	SAM	B/W	B/W
6421	TX	Montgomery	Conroe	SAM	B/W	B/W
6422	TX	Gregg	Longview	SAM	B/W	N/A
6439	TX	Ector	Odessa	SAM	B/W	B/W
6453	TX	Travis	Austin (NW)	SAM	B/W	B/W
6465	TX	Harris	Houston (Westheimer)	SAM	B/W	N/A
6471	TX	Victoria	Victoria	SAM	B/W	B/W
6482	TX	Dallas	DALLAS	SAM	B/W	N/A
6502	TX	El Paso	El Paso	SAM	B/W	B/W
8126	TX	Cameron	Brownsville	SAM	B/W	B/W
8153	TX	El Paso	El Paso	SAM	B/W	B/W
8156	TX	Webb	Laredo	SAM	B/W	B/W
8190	TX	Galveston	Texas City	SAM	B/W	B/W
8210	TX	Tarrant	Fort Worth	SAM	B/W	B/W
8217	TX	Harris	Houston	SAM	B/W	B/W
8224	TX	Wichita	Wichita Falls	SAM	B/W	B/W
8226	TX	Taylor	Abilene	SAM	B/W	B/W
8227	TX	Bexar	San Antonio	SAM	B/W	B/W
8242	TX	Dallas	DALLAS	SAM	B/W	N/A
8244	TX	Harris	Houston	SAM	B/W	B/W
8245	TX	Harris	Houston (N)	SAM	B/W	B/W
8246	TX	Fort Bend	Stafford (Meadows)	SAM	B/W	B/W
8248	TX	Dallas	DALLAS	SAM	B/W	N/A
8250	TX	Hidalgo	McAllen (Pharr)	SAM	B/W	B/W
8259	TX	Travis	Austin (S)	SAM	B/W	B/W
8262	TX	Bexar	San Antonio (N)	SAM	B/W	B/W
8264	TX	Bexar	San Antonio (S)	SAM	B/W	B/W
8267	TX	Nueces	Corpus Christi	SAM	B/W	B/W
8268	TX	Tarrant	N. Richland Hills	SAM	B/W	B/W
8269	TX	Tarrant	Grand Prairie	SAM	B/W	B/W
8270	TX	Lubbock	Lubbock	SAM	B/W	B/W
8270	TX		Lubbock	SAM		
8274	TX	Harris	Houston (NW)	SAM	B/W	B/W
8275	TX	Jefferson	Beaumont	SAM	B/W	B/W
8277	TX	Tarrant	West Worth Village	SAM	B/W	B/W
8279	TX	Potter	Amarillo	SAM	B/W	B/W
8280	TX	El Paso	El Paso	SAM	B/W	B/W
8281	TX	Harris	Houston	SAM	B/W	B/W
8282	TX	Dallas	DALLAS	SAM	B/W	N/A
8284	TX	Smith	Tyler	SAM	B/W	N/A
8286	TX	McLennan	Waco (Bellmead)	SAM	B/W	B/W
8288	TX	Midland	Midland	SAM	B/W	B/W
8295	TX	Bowie	Texarkana	SAM	B/W	N/A
8299	TX	Collin	Plano	SAM	B/W	B/W
4843	TX	NEW	Houston (Pearland)	SAM		
4850	TX	NEW	McAllen (N)	SAM		
4718	UT	Salt Lake	Shenandoah	SAM	3.2 Beer	BEER
4730	UT	Salt Lake	West Jordan	SAM	3.2 Beer	BEER
4786	UT	Cache	Logan	SAM	3.2 Beer	BEER
6682	UT	Davis	Layton	SAM	3.2 Beer	BEER
6683	UT	Salt Lake	Murray	SAM	3.2 Beer	BEER

6684	UT	Weber	Riverdale	SAM	3.2 Beer	BEER
6685	UT	Utah	Provo	SAM	3.2 Beer	N/A
6686	UT	Salt Lake	Salt Lake City	SAM	3.2 Beer	BEER
4835	WA	King	Renton	SAM	B/W	B/W
6687	WA	King	Seattle	SAM	B/W	B/W
6688	WA	King	Auburn	SAM	B/W	B/W
6425	WY	Natrona	Casper	SAM	B/W/L	B/W/L
6430	WY	Laramie	Cheyenne	SAM	B/W/L	N/A

Store #	State	County	City	Store Type	State Allows	Licensed For
6601	AK	Anchorage Borough	ANCHORAGE	SAM	B/W/L	B/W/L
6602	AK	Anchorage Borough	ANCHORAGE	SAM	B/W/L	B/W/L
6603	AK	Fairbanks North Star Borough	FAIRBANKS	SAM	B/W/L	B/W/L
4719	AZ	Cochise	Sierra Vista	SAM	B/W/L	N/A
4732	AZ	Maricopa	Glendale	SAM	B/W/L	B/W/L
4829	AZ	Maricopa	Gilbert	SAM	B/W/L	B/W/L
4830	AZ	Maricopa	Avondale	SAM	B/W/L	B/W/L
4915	AZ	Mohave	Bullhead City	SAM	B/W/L	B/W/L
4927	AZ	Maricopa	Chandler (S)	SAM	B/W/L	B/W/L
4955	AZ	Maricopa	SURPRISE	SAM	B/W/L	B/W/L
4956	AZ	Maricopa	TEMPE	SAM	B/W/L	B/W/L
4977	AZ	Yavapai	PRESCOTT VALLEY	SAM	B/W/L	B/W/L
6205	AZ	Yuma	Yuma	SAM	B/W/L	B/W/L
6213	AZ	Maricopa	Chandler	SAM	B/W/L	B/W/L
6241	AZ	Maricopa	Scottsdale	SAM	B/W/L	B/W/L
6604	AZ	Cochise	Flagstaff	SAM	B/W/L	B/W/L
6605	AZ	Maricopa	Gilbert	SAM	B/W/L	B/W/L
6606	AZ	Maricopa	Phoenix	SAM	B/W/L	B/W/L
6607	AZ	Maricopa	Phoenix	SAM	B/W/L	B/W/L
6608	AZ	Maricopa	Phoenix	SAM	B/W/L	B/W/L
6692	AZ	Pima	Tucson	SAM	B/W/L	B/W/L
4704	CA	Fresno	Fresno	SAM	B/W/L	B/W/L
4709	CA	Riverside	Corona	SAM	B/W/L	B/W/L
4735	CA	Orange	La Habra	SAM	B/W/L	B/W/L
4760	CA	Sacramento	Sacramento	SAM	B/W/L	N/A
4767	CA	Los Angeles	Palmdale	SAM	B/W/L	B/W/L
4799	CA	Sacramento	Citrus Heights	SAM	B/W/L	B/W/L
4819	CA	Kern	Bakersfield	SAM	B/W/L	B/W/L
4822	CA	Riverside	Murrietta	SAM	B/W/L	B/W/L
4824	CA	Los Angeles	Santa Clarita	SAM	B/W/L	B/W/L
4921	CA	San Joaquin	STOCKTON	SAM	B/W/L	N/A
4941	CA	Riverside	La Quinta	SAM	B/W/L	N/A
6234	CA	San Diego	Vista	SAM	B/W/L	N/A
6235	CA	San Diego	San Diego (E)	SAM	B/W/L	B/W/L
6240	CA	Los Angeles	Glendora	SAM	B/W/L	B/W/L
6378	CA	Riverside	Riverside	SAM	B/W/L	B/W/L
6405	CA	Sutter	Yuba City	SAM	B/W/L	B/W/L
6483	CA	Solano	Vacaville	SAM	B/W/L	B/W/L
6455	CA	Yolo	Oxnard	SAM	B/W/L	B/W/L
6609	CA	Riverside	Palm Desert	SAM	B/W/L	B/W/L
6610	CA	San Bernardino	Chino	SAM	B/W/L	B/W/L
6611	CA	Los Angeles	City Of Industry	SAM	B/W/L	B/W/L
5612	CA	Contra Costa	Concord	SAM	B/W/L	B/W/L
5613	CA	Los Angeles	Long Beach	SAM	B/W/L	B/W/L
5614	CA	Los Angeles	El Monte	SAM	B/W/L	B/W/L
6615	CA	Orange	Fountain Valley	SAM	B/W/L	B/W/L
6616	CA	Orange	Fullerton	SAM	B/W/L	B/W/L
6617	CA	Los Angeles	Gardena	SAM	B/W/L	B/W/L
6618	CA	Orange	Irvine	SAM	B/W/L	N/A
6619	CA	San Bernardino	Ontario	SAM	B/W/L	B/W/L
6620	CA	Sacramento	Folsom	SAM	B/W/L	B/W/L
6621	CA	Placer	Roseville	SAM	B/W/L	B/W/L
6622	CA	Sacramento	Sacramento (S)	SAM	B/W/L	B/W/L
6623	CA	Sacramento	Sacramento (M)	SAM	B/W/L	B/W/L
6624	CA	San Bernardino	San Bernardino	SAM	B/W/L	B/W/L
6625	CA	Los Angeles	San Fernando	SAM	B/W/L	B/W/L
6626	CA	Los Angeles	Southgate	SAM	B/W/L	B/W/L
6627	CA	Orange	Stanton	SAM	B/W/L	B/W/L

X/X

6628	CA	Los Angeles	Torrance	SAM	B/W/L	B/W/L
4745	CO	Adams	Thornton	SAM	3.2 Beer	N/A
4770	CO	Weld	Houston (West Park)	SAM	3.2 Beer	N/A
4777	CO	Denver	Denver	SAM	3.2 Beer	N/A
4816	CO	Arapahoe	Aurora	SAM	3.2 Beer	N/A
6219	CO	El Paso	Colorado Springs	SAM	3.2 Beer	3.2 BEER
6229	CO	Boulder	Louisville	SAM	3.2 Beer	N/A
6360	CO	Mesa	Grand Junction	SAM	3.2 Beer	N/A
6549	CO	Pueblo	Pueblo	SAM	3.2 Beer	N/A
6630	CO	Jefferson	Arvada	SAM	3.2 Beer	B/W/L
6631	CO	Arapahoe	Aurora	SAM	3.2 Beer	N/A
6632	CO	Denver	Denver	SAM	3.2 Beer	N/A
6633	CO	Larimer	Pt. Collins	SAM	3.2 Beer	N/A
6634	CO	Douglas	Lone Tree	SAM	3.2 Beer	N/A
6635	CO	Denver	Littleron	SAM	3.2 Beer	N/A
8147	CO	Larimer	Loveland	SAM	3.2 Beer	N/A
8272	CO	El Paso	Colorado Springs	SAM	3.2 Beer	N/A
4755	HI	HONOLULU	Honolulu	SAM	B/W/L	B/W/L
6410	HI	HONOLULU	Pearl City	SAM	B/W/L	B/W/L
4973	IA	Dubuque	Dubuque	SAM	B/W/L	B/W/L
6344	IA	Polk	Des Moines	SAM	B/W/L	B/W/L
6432	IA	Woodbury	Sioux City	SAM	B/W/L	B/W/L
6472	IA	Pottawattamie	Council Bluffs	SAM	B/W/L	B/W/L
6514	IA	Black Hawk	Waterloo	SAM	B/W/L	B/W/L
6568	IA	Story	Ames	SAM	B/W/L	B/W/L
8162	IA	Linn	Cedar Rapids	SAM	B/W/L	B/W/L
8238	IA	Scott	Davenport	SAM	B/W/L	B/W/L
4940	ID	Canyon	Nampa	SAM	B/W/K	B/W/K
6345	ID	Bonneville	Idaho Falls	SAM	B/W/K	B/W
4815	IL	McLean	Normal	SAM	B/W/L	B/W/L
4942	IL		Elgin	SAM	B/W/L	N/A
4999	IL	Adams	QUINCY	SAM	B/W/L	B/W/L
6227	IL	Kane	Batavia	SAM	B/W/L	B/W/L
6228	IL	Lake	Vernon Hills	SAM	B/W/L	B/W/L
6250	IL	Cook	Rolling Meadows	SAM	B/W/L	B/W/L
6328	IL	Cook	Cicero	SAM	B/W/L	B/W/L
6334	IL	Macon	Decatur	SAM	B/W/L	B/W/L
6339	IL	McHenry	Crystal Lake	SAM	B/W/L	B/W/L
6349	IL	Cook	Evergreen Park	SAM	B/W/L	B/W/L
6358	IL	Cook	Northlake	SAM	B/W/L	B/W/L
6384	IL	Cook	Hodgkins	SAM	B/W/L	B/W/L
6444	IL	Cook	Evanston	SAM	B/W/L	B/W/L
6464	IL	Cook	Des Plaines	SAM	B/W/L	B/W/L
6485	IL	Cook	Thikey Park	SAM	B/W/L	B/W/L
6487	IL	DuPage	Addison	SAM	B/W/L	B/W/L
6488	IL	DuPage	Woodridge	SAM	B/W/L	B/W/L
6489	IL	Cook	Lansing	SAM	B/W/L	B/W/L
8128	IL	Peoria	Peoria	SAM	B/W/L	B/W/L
8143	IL	DuPage	Naperville	SAM	B/W/L	B/W/L
8148	IL	Cook	Streamwood	SAM	B/W/L	B/W/L
8154	IL	Cook	Matteson	SAM	B/W/L	B/W/L
8180	IL	Williamson	Marion	SAM	B/W/L	B/W/L
8184	IL	Lake	Gurnee	SAM	B/W/L	B/W/L
8197	IL	Champaign	Champaign	SAM	B/W/L	B/W/L
8198	IL	Cook	Wheeling	SAM	B/W/L	B/W/L
8215	IL	Sangamon	Springfield	SAM	B/W/L	B/W/L
8285	IL	St. Clair	O'Fallon (St. Louis)	SAM	B/W/L	B/W/L
8297	IL	Winnebago	Rockford	SAM	B/W/L	B/W/L
8298	IL	Will	Joliet	SAM	B/W/L	B/W/L

20 year lease
from opening date

11-1-2013
+ 20
2033
LEASE - Store # 3173
Omaha, NE

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NEBRASKA LIQUOR
CONTROL COMMISSION

This lease ("Lease") is made and entered into as of the date signed by the "Tenant" (as hereinafter defined), by and between Wal-Mart Real Estate Business Trust, a Delaware statutory trust (the "Landlord") and Wal-Mart Stores, Inc., a Delaware corporation (the "Tenant"), collectively throughout the remainder of this Lease the two are referred to as the "Parties."

Applicant

WITNESSETH:

WHEREAS, the Landlord owns retail stores (collectively, the "Stores");

WHEREAS, the Landlord currently owns the "Premises" (as hereinafter defined) and intends to cause further improvements to be constructed thereon;

WHEREAS, the Tenant desires to lease the Premises (as hereinafter defined) from the Landlord for the benefit of the Stores and the Landlord desires to lease the same to the Tenant, on the terms and conditions hereof; and

WHEREAS, it is the intention of the Parties that the Landlord shall receive rent without reduction for all taxes, charges, operating expenses, costs and deductions of every description and that the Tenant shall pay all such items.

NOW THEREFORE, in consideration of the terms, covenants and conditions set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
GRANT

Section 1.01 Lease. The Landlord does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord the Premises (as hereinafter defined) under the terms and conditions set forth herein. The term Premises, for this purpose, is defined as real properties, including, without limitation, land, buildings and leasehold improvements in existence on the date on which the Tenant opens the Store that will be located on the Premises for business to the public (the "Grand Opening Date") or thereafter unless specifically excluded herein, located at Northeast corner of 96th Street and Giles Road in Omaha, NE (the "Leased Property"), more particularly described on the attached Exhibit A.

*vacation
lease*

ARTICLE II TERM

term ~~Section 2.01 Term. The "Term" of this Lease shall commence as of the Grand Opening Date and shall continue thereafter until twenty (20) years from the Grand Opening Date unless otherwise terminated under this Lease. The Grand Opening Date shall be reflected on the books and records of the Landlord and the Tenant.~~

renewal ~~Section 2.02 Option to Extend. Tenant, at its option, shall be entitled to the privilege of renewing this Lease for sixteen (16) successive periods of five (5) years upon the same terms and conditions, save and except that the Rent during said renewal period shall be adjusted as indicated in Article III. To exercise this option to extend, Tenant shall, in writing, notify Landlord at least seven (7) full months prior to the expiration of the Lease Term or previously exercised renewal period.~~

ARTICLE III RENT

~~Section 3.01 Rent. The Tenant shall pay to the Landlord rent in an amount equal to eight and one-quarter percent (8.25%) of the Project Costs (as defined below) for the Leased Property (the "Base Rent") per year following the Grand Opening Date.~~

For purposes hereof, the term "Project Costs" shall mean the aggregate cost of acquisition and/or construction of the land, buildings and leasehold improvements comprising the Leased Property. The Project Costs shall be as reflected on the books and records of the Landlord, subject to the approval of the Tenant, which approval shall not be unreasonably withheld. Tenant will be deemed to have approved the Project Costs unless Tenant provides notice in writing to Landlord of its disapproval. In such event, Landlord and Tenant shall use best efforts to agree upon the proper amount of the Project Costs. If no agreement can be reached, the calculation of Project Costs by a nationally recognized accounting firm chosen by Landlord and reasonably satisfactory to Tenant shall be used.

~~Section 3.02 Rent in Option Period(s). In the event Tenant exercises its right to extend this Lease beyond the initial twenty (20) year Term pursuant to Section 2.02, the Tenant shall pay to the Landlord rent in an amount equal to five percent (5%) greater than the amount agreed to and paid to Landlord in the immediate preceding Term. This five percent (5%) increase shall be applied with each successive option period the Tenant exercises.~~

~~Section 3.03 Payment of Rent. All Rent shall be payable monthly on or before the 1st day of the succeeding month, unless otherwise agreed to by the Landlord and the Tenant, of each year during the Term hereof.~~

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This Lease shall be deemed and construed to be an "absolute net lease," and Tenant shall pay all Rent and other charges and expenses in connection with the Leased Property throughout the Term, without abatement, deduction, recoupment or setoff. Landlord shall have all legal, equitable and contractual rights, powers and remedies provided either in this Lease or by statute or otherwise in the case of nonpayment of the Rent. All Rent shall be provided to the Landlord at the following address:

Wal-Mart Real Estate Business Trust
2001 SE 10th Street
Bentonville, Arkansas 72716
Attn: Real Estate Accounting Department

or such other address as may be designated upon notice to the Tenant.

Unless otherwise expressly provided in this Lease, Tenant's obligation to pay Rent hereunder shall not terminate prior to the actual date contemplated by Landlord and Tenant and specifically set forth in Article II for the expiration of the Term, notwithstanding the exercise by Landlord of any or all of its rights hereunder or otherwise and the obligations of Tenant hereunder shall not be affected by reason of: any damage to or destruction of the Premises or any part thereof, any taking of the Premises or any part thereof or interest therein by condemnation or otherwise, any prohibition, interruption, limitation, restriction or prevention of Tenant's use, occupancy or enjoyment of the Premises or any part thereof, or any interference with such use, occupancy or enjoyment by any person or for any reason, any matter affecting title to the Premises, any eviction by paramount title or otherwise, any default by Landlord hereunder, the impossibility, impracticability or illegality of performance by Landlord, Tenant or both, any action of any Governmental Authority, Tenant's acquisition of ownership of all or part of the Premises (unless this Lease shall be terminated by a writing signed by all Persons, including any Mortgagee, having an interest in the Premises), any breach of warranty or misrepresentation, or any other cause whether similar or dissimilar to the foregoing and whether or not Tenant shall have notice or knowledge thereof and whether or not such cause shall now be foreseeable. The parties intend that the obligations of Tenant under this Lease shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations have been modified or terminated pursuant to an express provision of this Lease.

**ARTICLE IV
TAXES AND ASSESSMENTS**

Section 4.01 Payment of Taxes. During the Term of this Lease, the Tenant shall pay when due any and all taxes related to the Premises, licenses, fees, charges, expenses, assessments or other governmental impositions that may be fixed, charged, levied, assessed or otherwise imposed upon the Premises, the business conducted on the Premises, any inspection fees or taxes in lieu of the foregoing assessed directly against

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rental or lease payments, whether now existing or hereafter enacted. It is the purpose of this Article to hold the Landlord harmless from any and all taxes associated directly with the Landlord's ownership of the Premises. The Tenant shall have the right, in its own name or in the Landlord's name, to contest or appeal any of the aforesaid taxes, license fees, assessments or other governmental impositions, provided that such contest or appeal shall be at the sole expense of the Tenant. In connection with any such contest or appeal, the Tenant shall have the right to delay or postpone the payment of any portion or all of any such tax, license fee, assessment or other governmental imposition pending the outcome of the Tenant's contest or appeal; provided, that the Tenant shall post all deposits, bonds, or other security, and otherwise comply at the Tenant's expense with all applicable requirements related to such contest or appeal.

ARTICLE V UTILITY SERVICES

Section 5.01 Utilities. The Landlord agrees that on the Grand Opening Date all necessary utility lines including, without limitation, electric, gas water, storm sewer and telephone lines, shall be available to the Premises, and that the Landlord shall not interfere with such availability at any time during the Term. During the Term of this Lease, the Tenant shall pay directly to the applicable utility companies the cost of all utility services furnished to the Premises including, without limitation, all charges for water, sewer, electricity, telephone and the cost of services used in heating, ventilating and cooling the Premises.

ARTICLE VI REPAIRS AND MAINTENANCE

Section 6.01 Repairs by the Tenant. During the Term of this Lease, the Tenant shall make all necessary exterior and interior non-structural repairs and maintenance, including, without limitation, the replacement of glass and the maintenance of the electrical, plumbing, heating and air conditioning systems and equipment serving solely the Premises, and if any such system or equipment serves an area other than the Premises, the Tenant shall only repair the portions thereof within the Premises which are for the sole benefit of the Premises. To the extent there is a sharing of space with another Tenant, expenses shall be the responsibility of the party utilizing the respective space.

Section 6.02 Alterations. During the Term of this Lease, the Tenant shall have the right to make any alterations, improvements, or additions to the Premises for the purpose of its business, provided such alterations, improvements, or additions are made substantially in accordance with the requirement of all federal, state and local laws, regulations and ordinances and public authorities having jurisdiction thereover, and provided that the value of the Premises shall not be diminished thereby. In making such alterations, improvements or additions, the Tenant may salvage any material which shall be removed

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or replaced. The Landlord agrees to cooperate where necessary and sign applications, permits or consents which may be required by public authorities, in connection with such interior alterations, improvements or additions to the Premises required by the Tenant. The Landlord shall not be required or obligated to make any changes, alterations, additions, improvements or repairs on the Premises, or any part thereof, during the Term of the Lease. The Tenant shall also have the right to erect, install, maintain, and operate in the interior of the Premises such equipment and fixtures the Tenant may deem advisable. It is understood that any work of any kind made and done under this Section 6.02 shall be made and done at the Tenant's own cost, and the Tenant agrees to indemnify and hold the Landlord harmless from any and all mechanic's liens that may be filed by reason thereof. In the event of the ultimate removal, with or without Landlord's consent, of any personal property, equipment or fixtures, including signs, the Tenant agrees to repair any structural damage resulting therefrom.

Section 6.03 Governmental Compliance. The Tenant shall comply with all federal, state, county and municipal laws and ordinances, and all rules, regulations, and orders of any duly constituted governmental authority, present or future including, but not limited to the Americans with Disabilities Act of 1990, affecting the Premises, which (as to all of the foregoing) are related to the Tenant's particular use or occupancy of the Premises.

Section 6.04 Trade Fixtures, Equipment and Merchandise. All trade fixtures, furniture and furnishings, machinery and operating equipment, merchandise and stock-in-trade which shall be installed in or on the Premises by the Tenant shall be and remain the sole property of the Tenant and the Tenant reserves the right at any time and from time to time prior to the end of the Term to remove, without damage, any and all such property from the Premises, provided the Tenant is not in default of this Lease beyond any period of time allowed to cure.

Section 6.05 Delivery at the End of the Term. At the end or other expiration of the Term, the Tenant shall deliver up the Premises, as such may have been altered as permitted under this Lease, and the contents thereof (except for the Tenant's property referred to in Section 6.04 hereof) in good order and condition, except for reasonable use, wear and tear and destruction by fire and other casualties, subject to Article VIII.

ARTICLE VII SUBORDINATION

Section 7.01 Right to Mortgage. The Tenant, upon request of the Landlord will subordinate this Lease to any mortgages which now or hereafter affects the Premises and to any renewals, modifications or extensions of such mortgage. At the Landlord's request, the Tenant will execute and deliver such instruments subordinating this Lease to any first mortgage.

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ARTICLE VIII INSURANCE

Section 8.01 Liability Insurance. During the Term, the Tenant shall maintain or cause to be maintained, comprehensive public liability insurance against claims or personal injury or death and property damage that are associated by "occurrences" (including accidents) taking place upon, in or on the Premises, such insurance to afford protection to the limit of not less than \$1,000,000 on a per occurrence basis. The insurance required by this Section 8.01 shall be effected under a valid and enforceable policy issued by a company licensed to write comprehensive public liability insurance within the state in which the particular Premises is located. Tenant shall have the right to insure the Premises under a blanket insurance policy, or to insure the Premises through a wholly owned captive insurance company, or to self-insure the Premise as long as the net worth of the Tenant exceeds One Hundred Million Dollars (\$100,000,000). The policy of insurance required by this Section 8.01 shall not be canceled or materially altered without at least thirty (30) days prior written notice to the Landlord. The policy of insurance described in this Section 8.01 shall name the Landlord as an additional insured and shall provide that such policy shall not be canceled or materially altered without at least thirty (30) days prior written notice to the Landlord.

Section 8.02 Casualty Insurance. The Tenant shall keep the Premises continuously insured against loss or damage by fire and such other risks as are from time to time covered by an "all risk" property insurance policy. The policy of insurance described in this Section 8.02 shall name the Landlord as an additional insured. The insurance required by this Section 8.02 shall be effected under a valid and enforceable policy issued by a company that is licensed to write "all risk" insurance. Tenant shall have the right to insure the Premises under a blanket insurance policy, or to insure the Premises through a wholly owned captive insurance company, or to self-insure the Premise as long as the net worth of the Tenant exceeds One Hundred Million Dollars (\$100,000,000). The policy of insurance required by this Section 8.02 shall not be canceled or materially altered without at least thirty (30) days prior written notice to the Landlord.

ARTICLE IX EXPENSES

Section 9.01 Tenant's Obligations. During the Term of this Lease, the Tenant shall pay all expenses and obligations relating to the Leased Property (except as otherwise specifically provided herein) which may arise or become due during the Lease Term, and the Tenant shall indemnify and hold the Landlord harmless against such expenses and obligations.

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ARTICLE X
ASSIGNMENT AND SUBLETTING

Section 10.01 Assignment and Subletting. The Tenant may assign this Lease in whole or in part, or sublet all or any part of the Premises, or permit occupancy of all or any part of the Premises.

ARTICLE XI
DEFAULT

Section 11.01 Default. If installments of Rent or any other amount payable hereunder are not paid by the Tenant when the same becomes due, or the Tenant shall default under any other term, condition, covenant or obligation on the part of the Tenant to be kept or performed, then, in any of said cases the Landlord may, in addition to any other rights and remedies the Landlord may have under this Lease or under applicable law, terminate this Lease without further notice and re-enter and take possession of the Premises and remove all persons and their property therefrom so as to recover at once full and exclusive possession of all the Premises, whether in possession of the Tenant or of third persons, or vacant, and the Tenant's liability for rent and all other liability shall survive any such termination and re-entry. However, Tenant shall have 60 days in which to cure a default.

Section 11.02 Performance by the Landlord. If the Tenant shall fail to perform any act on its part to be performed hereunder, the Landlord may (but shall not be obligated so to do) perform such act without waiving or releasing the Tenant from any of its obligations relative thereto. All sums paid or costs incurred by the Landlord in so performing such acts under this Section 11.02, together with reasonable attorneys' fees from the date each such payment was made or each such cost incurred by the Landlord, shall be payable by the Tenant to the Landlord on demand.

Section 11.03 Remedies. No reference to nor exercise of any specific right or remedy by the Landlord shall prejudice or preclude the Landlord from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

Section 11.04 Holdover by the Tenant. If the Tenant holds over or remains in possession or occupancy of the Premises after the expiration or earlier termination of the Term, without any written Lease of the Premises being actually made and duly entered into by the Landlord and the Tenant, such holding over or continued possession or occupancy shall create only a tenancy from month to month upon the terms (other than the length of Term) herein specified and at the monthly Rent payable by the Tenant to the Landlord in effect during the period immediately preceding such holding over; provided, however, that the Landlord shall have the right to obtain possession of the Premises and to recover

from the Tenant all reasonable and ordinary legal expense incurred by the Landlord in obtaining possession thereof.

Section 11.05 Early Termination if Premises Not Acquired By Landlord. If the Landlord does not acquire possession of the Premises on or about the Grand Opening Date, the failure of the Landlord to deliver possession of the Premises to the Tenant as contemplated herein shall not be considered an event of default and Tenant shall have no recourse against the Landlord for such failure to deliver possession. Rather, in the event the Premises are not acquired by Landlord, this Lease shall terminate.

ARTICLE XII CLAIMS

Section 12.01 Indemnification. The Tenant agrees to indemnify and hold harmless the Landlord from any and all claims, damages, liabilities, causes of action or costs (including attorneys' fees and costs of suit), however caused, to the extent they arise out of, directly or indirectly, (a) the Tenant's use or occupancy of the Premises, or (b) any breach by the Tenant of its obligation hereunder (including those in respect of the Prime Lease).

Section 12.02 Waiver of Claims. Notwithstanding anything contained herein to the contrary, the Landlord and the Tenant hereby release one another, (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by insurance even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

Section 12.03 Premises Taken "As-Is Where-Is With All Faults". The Tenant agrees that by executing this Lease it is accepting the Premises from the Landlord in its condition "AS-IS WHERE IS WITH ALL FAULTS"

Section 12.04 Limitation on Tenant's Recourse. Tenant's sole recourse against Landlord, and any successor to the interest of Landlord in the Leased Property, is to the interest of Landlord, and any such successor, in the Leased Property. Tenant will not have any right to satisfy any judgment which it may have against Landlord, or any such successor, from any other assets of Landlord, or any such successor. In this section, the terms "Landlord" and "successor" include the shareholders, venturers, and partners of "Landlord" and "successor" and the officers, directors, and employees of the same.

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ARTICLE XIII NOTICE

Section 13.01 Notices. All notices of any kind required under the provisions of this Lease shall be by personal service or by United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to the Landlord:

Romona West
Director, Real Estate Entity Management
2001 SE 10th Street
Bentonville, AR 72716

Romona.West@wal-mart.com

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If to the Tenant:

Wal-Mart Stores, Inc.
2001 SE 10th Street
Bentonville, Arkansas 72716
Attn: B.A. Glass
E-mail: Billy.Glass@wal-mart.com

Either party may, by such notice, designate a new or other address to which notice may be mailed. Any notice given hereunder shall be deemed received upon deposit in the United States Mail in accordance with the foregoing. Notices given in any other manner shall be deemed given only upon actual receipt (which shall include receipt by electronic delivery) by the party in question.

ARTICLE XIV GAS STATION

Section 14.01 Gas Station. It is understood and agreed, subject to applicable restrictions, that throughout the Term of this Lease, Tenant and its agents, employees, customers, contractors, subtenants, licensees, affiliates and concessionaires (the "Subtenant") shall have the exclusive right to use the Common Area within the Subtenant's tax plat (in the location designated on the Site Plan shown on Exhibit B) for the construction and operation of a gas station (the "Gas Station"). Tenant's Subtenant who operates the Gas Station will be responsible for (i) compliance with all

environmental laws and regulations, (ii) performance of any required remediation in compliance with environmental laws and regulations, (iii) indemnifying Landlord against any claims (excluding punitive and consequential damages) arising directly out of the Gas Station's operations, and (iv) obtaining any necessary governmental approvals or permits including, but not limited to, reduction of parking ratios and permits prior to construction and operating the Gas Station. Landlord waives any objection to any reduction in parking ratios as a result of placing a Gas Station on Subtenant's tax plat.

ARTICLE XV TERMINATION

Section 15.01. Sale and Termination of Lease By Landlord. In the event Landlord enters into a contract to sell its interest in the Leased Property, Landlord may terminate this Lease by giving thirty (30) days prior Notice to Tenant, and then, as of the closing of such sale, this Lease shall terminate and be of no further force and effect except as to any obligations existing as of such date that survive termination of this Lease, and all Rent shall be adjusted as of such date. As compensation for the early termination of Tenant's leasehold estate hereunder, Landlord shall, at Landlord's election:

- (a) pay to Tenant a termination payment equal to the Fair Market Value of Tenant's leasehold estate in the Premises (a "Termination Payment"), which Termination Payment shall be paid by Landlord to Tenant within eighteen (18) months after the termination of this Lease; or
- (b) within eighteen (18) months after termination of this Lease, offer to lease to Tenant, or cause Tenant to be offered the opportunity to lease, one or more substitute store properties comparable to the Premises (i.e., comparable market and substantially similar class, quality and condition of property) pursuant to one or more leases ("Substitute Leases") that would create for Tenant leasehold estates that have an aggregate fair market value of no less than the Termination Payment that otherwise would be payable with respect to the fair market value of Tenant's leasehold estate in the Premises.

In the event Landlord subsequently elects and complies with the option described in (b) above, the Substitute Leases shall not take into account the amount of the Termination Payment accrued to the date the Substitute Leases are entered into and Landlord shall have no further responsibility or obligation with respect to the Termination Payment. If Landlord elects and complies with the option described in (b) above, regardless of whether Tenant enters into any of the Substitute Leases, Landlord shall have no further obligations to Tenant with respect to compensation for the early termination of this Lease.

Section 15.02. Termination of Lease By Tenant. Tenant shall have the right to terminate this Lease on sixty (60) days notice at any time following the second (2nd) anniversary of the date of this Lease. Tenant may terminate this Lease prior to the second (2nd) anniversary of this Lease, Tenant shall pay to Landlord a Termination Fee equal to the present value of Base Rent for one year.

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ARTICLE XVI
MISCELLANEOUS

Section 16.01 Applicable Law. This Lease shall be construed under the laws of the State where the particular Premises is located.

Section 16.02 Severability. Each provision contained herein shall be deemed separate and distinct from all other provisions, and if any one of them shall be declared illegal or unenforceable, the same shall not affect the legality or enforceability of the other terms, conditions, and provisions hereof, which shall remain in full force and effect.

Section 16.03 Successors and Assigns. This Lease shall bind and apply to the benefit of the successors and assigns of the respective parties hereto but this provision shall not authorize the assignment or under letting of this Lease contrary to the provisions herein contained.

Section 16.04 Attorney's Fees. In the event of any action or proceeding between the parties hereto arising under or in respect of this Lease, the prevailing party shall be entitled to recover its attorney fees and costs in connection therewith.

Section 16.05 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by a duly authorized officer or agent of the party to be bound thereby.

Section 16.06 Amendments. This Agreement shall not be modified or amended except by an instrument in writing signed by both parties.

Section 16.07 Headings. The descriptive headings contained herein are for convenience only and shall not control or affect the meaning, interpretation or construction of any provision of this Agreement.

Section 16.08 Waiver. No failure of the Landlord or the Tenant to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof shall constitute a waiver of said power or right or of the Landlord's or the Tenant's right to demand exact compliance with the terms hereof.

Section 16.09 Federal Compliance. In exercising any rights and privileges in this Lease or in the conduct of its business operations in the Leased Premises, Tenant shall (i) comply in all respects with all immigration laws, statutes, rules, codes and regulations, (ii) properly maintain all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and

maintenance of the Form I-9 for each of Tenant's employees at the Leased Premises, and (iii) respond in a timely fashion to any inspection requests related to such I-9 Forms. Tenant shall fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by the USCIS of Tenant or any of its employees at the Leased Premises. Tenant shall promptly correct any defects or deficiencies which are identified. If, at any time during this Lease, (x) Landlord obtains actual knowledge of Tenant's violation or breach of any provision of this Section, or (y) the USCIS determines that Tenant has not complied with any of the immigration laws, statutes, rules, codes and regulations of the United States with regard to this Lease or the conduct of its business operations in the Leased Premises, Landlord may, in its sole discretion, terminate this Lease unless Tenant shall cure the violation or breach within fifteen (15) days following notice thereof from Landlord or in such additional time as may be necessary if Tenant, within fifteen (15) days after notice, commences and continuously thereafter pursues the cure with diligence; in any event, the cure must be accomplished within ninety (90) days after notice; provided that if a violation or breach of this section shall occur more than three (3) times in a Lease Year, Tenant's right to cure shall be extinguished. Tenant shall contractually require all contractors performing any of Tenant's obligations in accordance with this Lease (and those contractors shall in turn so contractually require their subcontractors) to comply with the covenants set forth in this section. Noncompliance by a contractor or subcontractor shall not be a default by Tenant hereunder unless Tenant shall fail to either enforce compliance under its contracts or to dismiss the offending party from the job within the time periods set forth above.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands on the date first written below.

THE TENANT:
Wal-Mart Stores, Inc.

By: John E. Clarke
Name: John E. Clarke Carl Munson
Title: Vice President of Real Estate
Date: 03/19/2013

THE LANDLORD:
Wal-Mart Real Estate Business Trust

DocuSigned by:
By: 
Name: Komona West
Title: Director
Real Estate Entity Management

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EXHIBIT A

Store # 3173

Northeast corner of 96th Street and Giles Road
Omaha, NE

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

COUNTER P C.E. P
 VERIFY P D.E. P
 PROOF D
 FEES \$ 23.00
 CHECK# 113130
 CHG CASH
 REFUND CREDIT
 SHORT NCR

FILED SARPY COUNTY NEBRASKA
 INSTRUMENT NUMBER 13
 NEBRASKA DOCUMENTARY
 STAMP TAX

2013-08444

03/19/2013 3:04:37 PM

\$4,702.50

Loyd J. Douling

By: pcastle

REGISTER OF DEEDS



DEED

PREPARED BY AND
UPON RECORDING RETURN TO:

Margot J. Wickman, Esq.
 Kutak Rock LLP
 1650 Farnam Street
 Omaha, NE 68102-2186
 (402) 346-6000

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NEBRASKA LIQUOR
CONTROL COMMISSION

La Vista, NE (96th & Giles)
Store No. 3173-00

SPECIAL WARRANTY DEED

For valuable consideration received, **B.H.I. Investment Company**, a Nebraska corporation ("Grantor"), hereby grants, conveys and confirms to **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust ("Grantee"), whose mailing address is Wal-Mart Stores, Inc. (Store No. 3173-00), Wal-Mart Property Tax Department, P.O. Box 8050, Attn: MS 0555, Bentonville, Arkansas 72716-8050, the real property legally described in the attached Schedule A situated in the City of La Vista, Sarpy County, Nebraska, together with all hereditaments and appurtenances belonging thereto (collectively, the "Property").

Grantor covenants with Grantee that Grantor:

- (a) is lawfully seized of the Property and that it is free from easements, restrictions, covenants and other encumbrances, subject only to the easements, restrictions, covenants and other encumbrances described in the attached Schedule B;
- (b) has good right and lawful authority to convey the Property; and
- (c) warrants and will defend the title to the Property against the lawful claims of all persons claiming by, through or under Grantor.

- Landlord proof of ownership

A

GRANTOR:

**B.H.I. Investment Company, a Nebraska
corporation**

By: Señal de Tercero
Name: Señal de Tercero,
Title: President

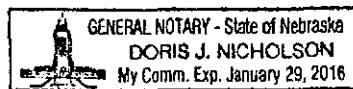
STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me on this 11 day of
March, 2013 by Gerald Torazan,
President of B.H.I. Investment Company, a Nebraska corporation, on
behalf of the corporation.

Doris J Nicholson
Notary Public

My Commission Expires:

Jan. 29, 2016



Landlord proof of
Ownership

#13B

SCHEDULE A

LEGAL DESCRIPTION

Lots 1 and 2, Southwind Replat Three, being a replat of Lot 177, Southwind, a subdivision located in the Southwest Quarter of Section 15, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

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JUL 16 2013
NEBRASKA LIQUOR
CONTROL COMMISSION

Landlord
Proof of ownership

2013-08444

C

SCHEDULE B

PERMITTED EXCEPTIONS

1. Real Property taxes for the year 2013 and subsequent years, a lien not yet due and payable. County Treasurer Parcel No. 011560719.
2. Subject to unpaid water bills, if any.
3. Easement For Communication Cable granted to Sanitary and Improvement District No. 200 of Sarpy County, Nebraska, a Nebraska political subdivision, filed November 9, 1998 as Instrument Number 98-031835 in the office of the Register of Deeds of Sarpy County, Nebraska.
4. Easement For Storm Sewer granted to Sanitary and Improvement District No. 200 of Sarpy County filed October 20, 1999 as Instrument Number 99-32443 in the office of the Register of Deeds of Sarpy County, Nebraska.
5. Terms and provisions of Easement Agreement executed by and between Casey's General Stores, Inc., an Iowa corporation, and B.H.I. Investment Company, a Nebraska corporation, dated November 30, 2001 and filed December 11, 2001 as Instrument Number 2001-41241 in the office of the Register of Deeds of Sarpy County, Nebraska.
6. Easements as contained in the Plat and Dedication of Southwind Replat Three filed March 19 2013 as Instrument Number 2013-08433 in the office of the Register of Deeds of Sarpy County, Nebraska.
7. Easement for Drainage and Ponding granted to the City of LaVista by B.H.I. Investment Company, filed March 12 2013 as Instrument Number 2013-08442 in the office of the Register of Deeds of Sarpy County, Nebraska.

CONTROL COMMISSION
NEBRASKA LIQUOR
JULY 1, 2007

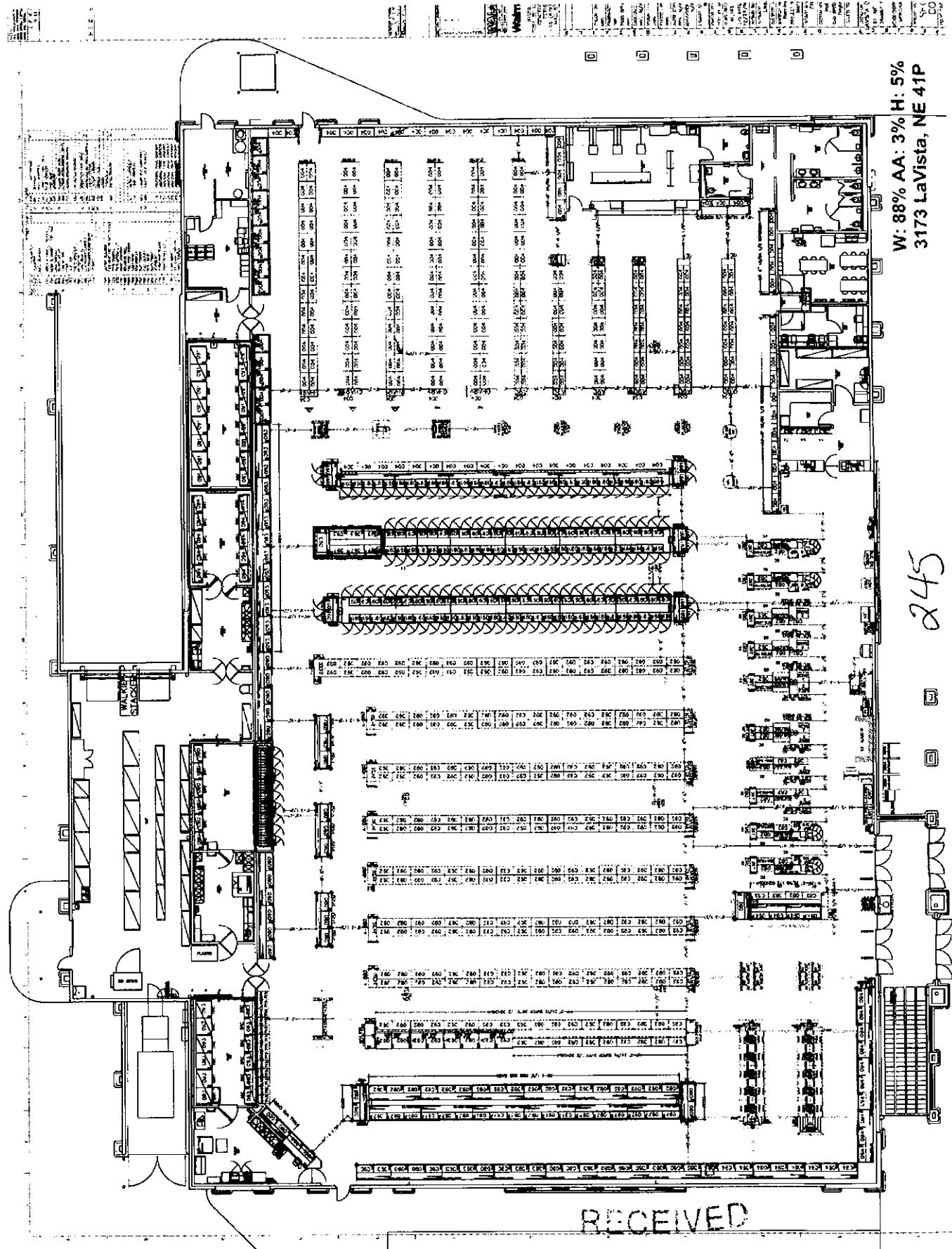
Wal-Mart Stores Inc. Officer Residences For the Past 10 years

Wal-Mart Stores Inc. Officer Residences For the Past 10 years					
Mike Duke	16 Pinnacle Dr Rogers, AR 72758	1995 Present	Mary Duke	16 Pinnacle Dr Rogers, AR 72758	1995 present
	7 Oxford Dr. Rogers, AR 72758	2005 Present	Raymond Harris	7 Oxford Dr. Rogers, AR 72758	2005 Present
Phyllis Harris	11402 Drop Forge Ln Riston, VA 20191	2003	2006 Raymond Harris	11402 Drop Forge Ln Riston, VA 20191	2003 2006
Jeff Davis	84 Champions Blvd. Rogers, AR 72758	2006 Present	Eloise Davis	84 Champions Blvd. Rogers, AR 72758	2006 Present
Jeff Davis	5616 Stone Acre Place Glenn Allen, VA 23059	1997	2006 Eloise Davis	5616 Stone Acre Place Glenn Allen, VA 23059	1997 2006
Amy Thrasher	30 Watson DR Bella Vista, AR 72714	2003 Present	N/A		
Andrea Lazenby	808 Ireland Street Lowell, AR 72745	2007 Present	Daniel Lazenby	808 Ireland Street Lowell, AR 72745	2007 Present
Andrea Lazenby	2730 A Carondolet St Springdale, AR 72764	2007	2007 Daniel Lazenby	2730 A Carondolet St Springdale, AR 72764	2007 2007
Andrea Lazenby	531 N. Scottsdale Dr. Fayetteville, AR 72701	2006	2007 Daniel Lazenby	531 N. Scottsdale Dr. Fayetteville, AR 72701	2006 2007
Andrea Lazenby	223 Links Dr. Lowell, AR 72745	2005	2006 Daniel Lazenby	223 Links Dr. Lowell, AR 72745	2005 2006
Andrea Lazenby	Rt 1 Box 158 Okemah, OK 74859	1992	2005 Daniel Lazenby	2229 E Cinnammon Way Fayetteville AR 72703	2003 2005

Past Residences

#17

One story building approx 188 x 245



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CONTROL COMMISSION