

C

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 B LIQUOR LICENSE APPLICATION FOR AVP ENERGY LLC DBA AVP ENERGY #5, 8307 PARK VIEW BLVD, LA VISTA, SARPY COUNTY, NEBRASKA.

WHEREAS, AVP Energy LLC dba AVP Energy #5, 8307 Park View Blvd, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class B 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 B Liquor License application submitted by AVP Energy LLC dba AVP Energy #5, 8307 Park View Blvd, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 6TH DAY OF JULY 2010.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



June 21, 2010

AVP Energy LLC
Attn: Michael Gramm
8336 E 73rd St, Suite 100
Tulsa, OK 74133

RE: Class B-88429 Liquor License Application for AVP Energy LLC dba AVP Energy #5

Dear Mr. Gramm:

This letter is to inform you that the City of La Vista has received the application for a Class B Liquor License for AVP Energy LLC dba AVP Energy #5, 8307 Park View Blvd, La Vista, Sarpy County, Nebraska 68128.

Please note that the La Vista City Council will hold a public hearing on this application at their regularly scheduled meeting on July 6, 2010. The meeting will be called to order at 7:00 p.m. and will be held at La Vista City Hall, 8116 Park View Blvd, La Vista, Nebraska. We ask that a representative from the company or the company's legal counsel be present at the aforementioned public hearing to answer any questions that the Mayor or members of the City Council may have concerning the application.

If you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Pamela A. Buethe".

Pamela A. Buethe, CMC
City Clerk

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

Police
7701 South 96th St.
p: 402-331-1582
f: 402-331-7210

Public Works
9900 Portal Rd.
p: 402-331-8927
f: 402-331-1051

Recreation
8116 Park View Blvd.
p: 402-331-3455
f: 402-331-0299



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

TO: Pam Buethe, City Clerk

FROM: Chief Robert S. Lausten

DATE: June 17, 2010

RE: LOCAL BACKGROUND- LIQUOR LICENSE- CORPORATE
MANAGER- AVP ENERGY L.L.C. (SINCLAIR GAS STATION)

CC:

The police department conducted a check of computerized records on the liquor license applicants (Michael Gramm, Larry Rogers, Weister Smith) regarding the liquor license application for the AVP ENERGY L.L.C., (SINCLAIR GAS STATION). All have no entries in Nebraska.

A check was also conducted on the applicant for the Corporate Manager Application, Angela Quandt, for criminal conduct in Nebraska. Quandt has a conviction for DUI from 2001 in Sarpy County along with several traffic citations.

STATE OF NEBRASKA

Dave Heineman
Governor

NEBRASKA LIQUOR CONTROL COMMISSION
Robert B. Rupe Executive Director
301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814
TRS USER 800 833-7352 (TTY)

June 14, 2010

LA VISTA CITY CLERK
8116 PARK VIEW BLVD
LA VISTA NE 68128-2198

RE: AVP ENERGY LLC dba AVP ENERGY #5 B-88429

Dear Local Governing Body:

Attached is the form to be used on all retail liquor license applications. Local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license at time of issuance.

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

- 1) Publicize one time not less than 7 days, not more than 14 days prior to date of hearing.
- 2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose **NOT** to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

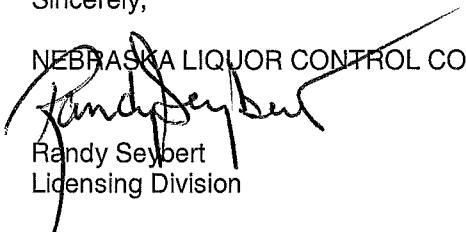
- 1) There is a recommendation of denial from the local governing body.
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

PLEASE NOTE...A LICENSEE MUST BE PROPERLY LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS; AND, A LICENSE IS EFFECTIVE:

- 1) Upon payment of the license fees;
- 2) Physical possession of the license;
- 3) Effective date on the license.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION


Randy Seybert
Licensing Division

Enclosures

Janice Wiebusch
Commissioner

Bob Logsdon
Chairman
An Equal Opportunity/Affirmative Action Employer

Robert Batt
Commissioner

**APPLICATION FOR LIQUOR LICENSE
.CHECKLIST**

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

Applicant Name AVP ENERGY L.L.C.

RECEIVED

JUN 11 2010

NEBRASKA LIQUOR
CONTROL COMMISSION

Trade Name AVP ENERGY #5

Previous Trade Name SHAILAIR STATION #26018

E-Mail Address: ML.Gramm@SPEEDYSLLC.com

88429

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

REQUIRED ATTACHMENTS

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.

2. Enclose registration fee for the appropriate class of license, made out to the Nebraska Liquor Control Commission.

3. Enclose the appropriate application forms; Individual License – Form 1; Partnership License – Form 2; Corporate - Form 3a; Limited Liability Form (LCC) – Form 3b. Corporate Form 3a and LLC Form 3b requires Corporate Manager application – Form 3c.

4. If building is being leased send a copy of the lease. Be sure it reads in the individual(s), corporate or LLC name being applied for. Also, the lease must extend through the license year being applied for. If building owned, send a copy of the deed or purchase agreement in appropriate name.

5. If you are buying the business of a current licensee, provide a copy of the purchase agreement from licensee. This also needs to be in appropriate applicant's name.

6. If wishing to run on current liquor license enclose temporary agency agreement (must be Commission form only, must include copy of signature card from the bank showing both the seller and buyers name on account).

CK - 3178
P3 - \$45



7. Copy of alcohol inventory being purchased. Inventory shall include brand names and container sizes. Inventory may be taken at the time application is being submitted.

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

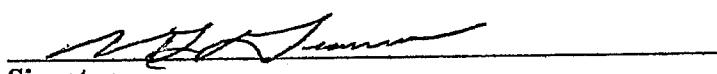
9. For individual, partnership and LLC enclose proof of citizenship; copy of birth certificate (certificate from the State where born, not hospital certificate), naturalization paper or passport, for all applicants, members and spouses.

10. If corporation or LLC enclose a copy of articles as filed with the Secretary of States Office. This document must show barcode.

11. Check with local governing bodies for any further requirements or restrictions.

12. If you have a business plan, please submit a copy.

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 45-60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.


Signature

APPLICATION FOR LIQUOR LICENSE

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

RECEIVED

JUN 11 2010
 NEBRASKA LIQUOR
 CONTROL COMMISSION

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS(S)

RETAIL LICENSE(S)

		<u>Application Fee</u>
<input type="checkbox"/>	A BEER, ON SALE ONLY	\$45.00
<input checked="" type="checkbox"/>	B BEER, OFF SALE ONLY	\$45.00
<input type="checkbox"/>	C BEER, WINE & DISTILLED SPIRITS, ON & OFF SALE	\$45.00
<input type="checkbox"/>	D BEER, WINE & DISTILLED SPIRITS, OFF SALE ONLY	\$45.00
<input type="checkbox"/>	I BEER, WINE & DISTILLED SPIRITS, ON SALE ONLY	\$45.00
<input type="checkbox"/>	Class K Catering license (requires catering application form)	\$100.00

MISCELLANEOUS

	<u>Application Fee</u>	<u>Bond Required</u>
<input type="checkbox"/>	L Craft Brewery (Brew Pub) \$295.00	\$1,000 minimum
<input type="checkbox"/>	O Boat \$95.00	none
<input type="checkbox"/>	V Manufacturer \$1,045.00	\$1,000 minimum
<input type="checkbox"/>	Alcohol & Spirits \$145.00	\$1,000 minimum
<input type="checkbox"/>	Beer (excluding produced by a craft brewery) 1 to 100 barrel* \$245.00	\$1,000 minimum
<input type="checkbox"/>	Beer (excluding produced by a craft brewery) 100 to 150 barrel* \$395.00	\$1,000 minimum
<input type="checkbox"/>	Beer (excluding produced by a craft brewery) 150 to 200 barrel* \$545.00	\$1,000 minimum
<input type="checkbox"/>	Beer (excluding produced by a craft brewery) 200 to 300 barrel* \$695.00	\$1,000 minimum
<input type="checkbox"/>	Beer (excluding produced by a craft brewery) 300 to 400 barrel* \$745.00	\$1,000 minimum
<input type="checkbox"/>	Beer (excluding produced by a craft brewery) 400 to 500 barrel* \$545.00	\$5,000 minimum
<input type="checkbox"/>	W Wholesale Beer \$795.00	\$5,000 minimum
<input type="checkbox"/>	X Wholesale Liquor \$295.00	\$1,000 minimum
<input type="checkbox"/>	Y Farm Winery \$295.00	\$1,000 minimum
<input type="checkbox"/>	Z Micro Distillery \$295.00	\$1,000 minimum
<input type="checkbox"/>	Copy of TTB permit (if applying for L, V, W, X, Y or Z)	

*daily capacity, average daily barrel production for the previous twelve months of manufacturing operation. If no such basis for comparison exists, the manufacturing licensee shall pay in advance for the first year's operation a fee of five hundred dollars

All Class C licenses expire October 31st

All other licenses expire April 30th

Catering license (K) expires same as underlying retail license

TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)

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

NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION

(commission will call this person with any questions we may have on this application)

Name _____ Phone number: _____

Firm Name _____

PREMISE INFORMATIONTrade Name (doing business as) AUP ENERGY #5Street Address #1 8307 PARK VIEW BLVD

Street Address #2 _____

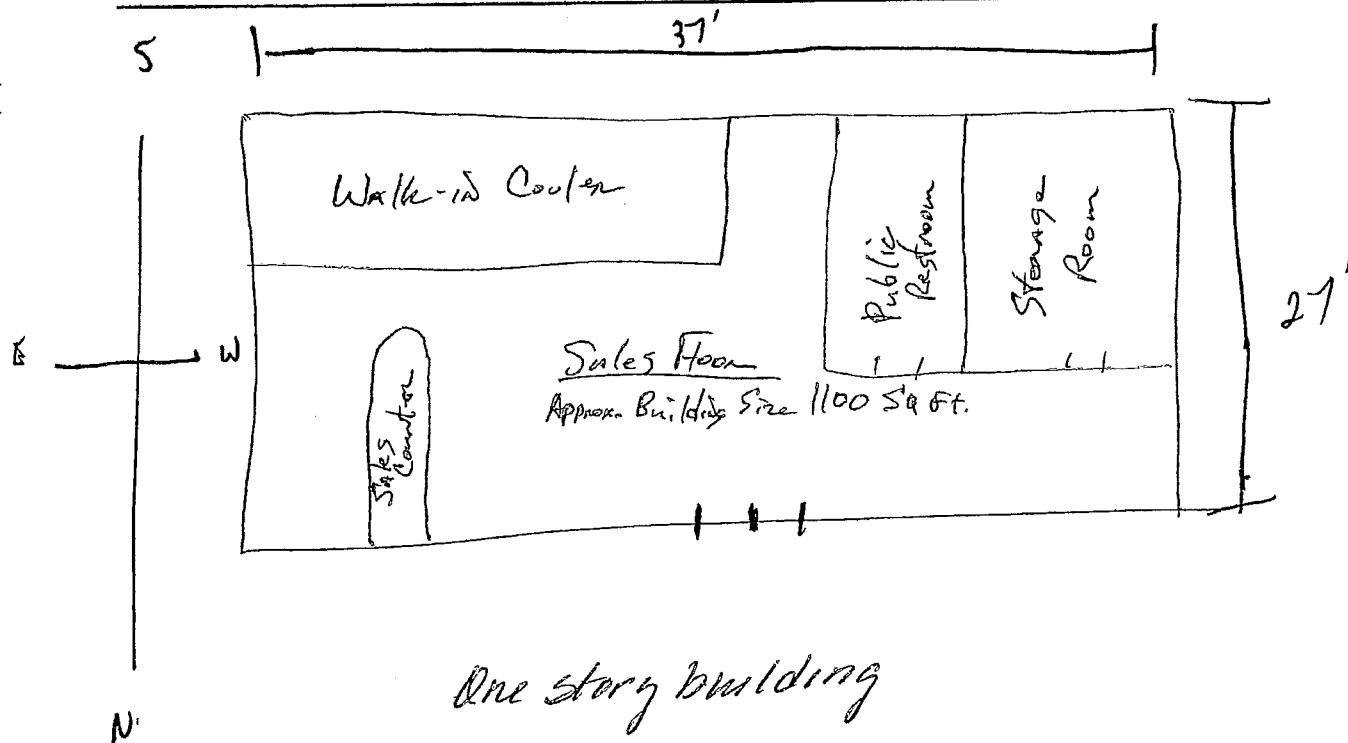
City LA VISTA County 59 Zip Code 68128Premise Telephone number 402-331-4145Is this location inside the city/village corporate limits: YES NO

Mail address (where you want receipt of mail from the commission)

Name AUP ENERGY L.L.CStreet Address
#1 8336 E 73RD ST., SUITE 100Street Address
#2 _____City Tulsa State OK Zip Code 74133**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, 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 in situations. 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



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.

2. Are you buying the business and/or assets of a licensee?

YES NO

If yes, give name of business and license number Sinclair Station B60428

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

3. Are you filing a temporary agency agreement whereby current licensee allows you to operate on their license?

YES NO

If yes, attach temporary agency agreement form and signature card from the bank.

This agreement is not effective until you receive your three (3) digit ID number from the Commission.

4. Are you borrowing any money from any source to establish and/or operate the business?

YES NO

If yes, list the lender Fifth Bank + Trust, Tulsa, OK

5. 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.

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

YES NO

If yes, list such items and the owner.

7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business?

YES NO

If yes, explain.

No silent partners

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

YES NO

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

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

US BANK NATIONAL ASSOCIATION CAROLINE WHITE STATE MANAGER

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.

NA

12. List the 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)
- d) Limited Liability Company, manager only (no spouse)

Name:	Date:	Where:
Angela Quandt	10/2003	Completed Alcohol Server training through State of Nebraska while employed by Kwik Shop

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

Lease: expiration date _____
 Deed
 Purchase Agreement

14. When do you intend to open for business? 6-3-10

15. What will be the main nature of business? RETAIL

16. What are the anticipated hours of operation? 24 hours Mon-Sun

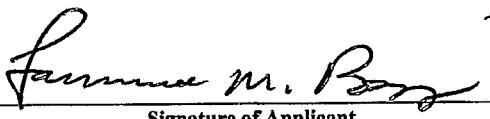
17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses. If necessary attach a separate sheet.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
WEISTER SMITH BROKEN ARROW OK	90	CURRENT	NA	90	CURRENT
MKB GRAMM TUSA OK	99	2000/CURRENT	SLOANA GRAMM	99	CURRENT
LARRY ROGERS PARK CITY UT	980	CURRENT	MARILYN ROGERS PARK CITY, UT	98	CURRENT

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.

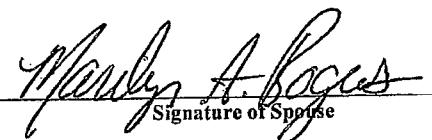
Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person 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.


Karon Smith

Signature of Applicant

* Spouse


Marly A. Rogers

Signature of Spouse


Karon Smith

Signature of Applicant

* Spouse

N/A

Signature of Spouse


Karon Smith

Signature of Applicant


Marly A. Rogers

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

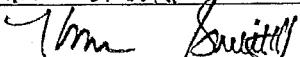
Signature of Spouse

OKLAHOMA
State of Nebraska

County of TULSA

The foregoing instrument was acknowledged before
me this 28th day of May 2010 by

Karon Smith


Karon Smith

Notary Public signature

Affix Seal Here



KARON SMITH
Notary Public in and for the
State of Oklahoma
Commission #03006065
My Commission expires 4/28/2011

Affix Seal Here



KARON SMITH
Notary Public in and for the
State of Oklahoma
Commission #03006065
My Commission expires 4/28/2011

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.

**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

JUN 11 2010

**NEBRASKA LIQUOR
CONTROL COMMISSION**

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

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

Printed name of spouse asking for waiver

State of Oklahoma

County of Tulsa

6th day of June 2010 by _____
date _____

Mechele Preeder

Notary Public signature

The foregoing instrument was acknowledged before me this

Marilyn A. Rogers

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 (\$53-125(13)) the Commission may cancel or revoke the liquor license.

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

Printed name of applying individual

State of Oklahoma

County of Tulsa

6th day of June 2010 by _____
date _____

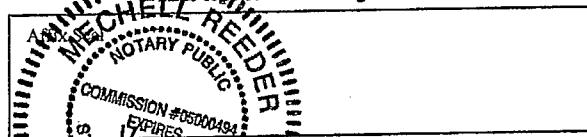
Mechele Preeder

Notary Public signature

The foregoing instrument was acknowledged before me this

Lawrence M. Rogers

Name of person acknowledged



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

**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
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Website: www.lcc.ne.gov

RECEIVED

JUN 11 2010
NEBRASKA LIQUOR
CONTROL COMMISSION

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

Shona S Gramm

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

State of Oklahoma

County of Tulsa

6th day of June 2010 by _____
date _____

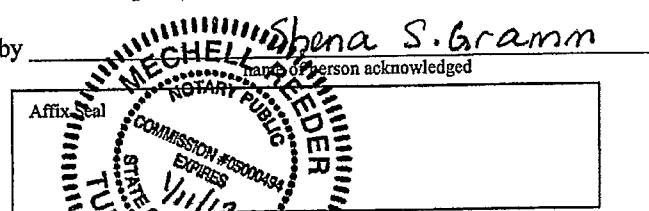
Michelle Reeder

Notary Public signature

Shona S Gramm

Printed name of spouse asking for waiver

The foregoing instrument was acknowledged before me this



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

Michael L Gramm

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

State of Oklahoma

County of Tulsa

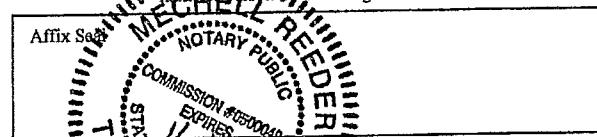
Michael L Gramm
Printed name of applying individual

The foregoing instrument was acknowledged before me this

6th day of June 2010 by _____
date _____

Michelle Reeder

Notary Public signature



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

**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

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

JUN 11 2010

NEBRASKA LIQUOR
CONTROL COMMISSION

All LCC members, including spouses, are required to adhere to the following requirements

- 1) Must be a citizen of the United States
- 2) Must provide a copy of their certified birth certificate or INS papers
- 3) Must submit their fingerprints (2 cards per person)
- 4) Must sign the signature page of the Application for License form (even if spousal affidavit has been submitted)

Attach copy of Articles of Organization (Articles must show barcode receipt by Secretary of States office)

Name of Registered Agent: _____

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

ANP ENERGY L. L.C.

LLC Address: 8336 E 73rd ST Suite 100

City: TULSA State: OK Zip Code: 74133

LLC Phone Number: 918-252-0508 Fax Number 918-250-4921

Name of Contact Member (Name and information of contact member must be listed on following page)

Last Name: Gramm First Name: Michael MI: L

Home Address: 8611 E 98th PL City: Tulsa

State: OK Zip Code: 74133 Home Phone Number: 918-724-4015

Michael Gramm

Signature of Contact Member

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me this

6-1-10

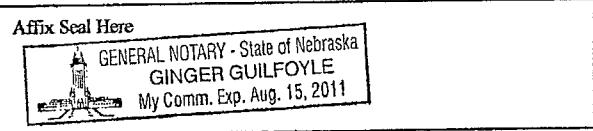
date

by

Michael Gramm

name of person acknowledged

Notary Public signature



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

Last Name: SMITH First Name: WESTER MI: O

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: GRAMM First Name: MICHAEL MI: L

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): SHONA SUE GRAMM

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: ROGERS First Name: LARRY MI: M

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): MARILYN ANNE ROGERS

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Is the applying Limited Liability Company controlled by another Corporation/Company?

YES

NO

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

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

Starting Date: 06-03-10 Ending Date: 12-31-10

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #.

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

② CT Corporation

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JUN 11 2010

NEBRASKA LIQUOR
CONTROL COMMISSION

120 South Central Avenue
Suite 400
Clayton, MO 63105

314 863 1119 tel
314 863 0794 fax
www.ctlegalsolutions.com

Mike Gramm
AVP Energy, LLC
8336 E 73rd Street
Tulsa OK 74133

Re: Order #: 7821806 SO
Customer Reference 1: None Given
Customer Reference 2: None Given

Dear Mike Gramm:

In response to your request regarding the above referenced order, your filing(s) has been completed as indicated below:

AVP Energy, LLC (OK)
Registration
Nebraska
Filing Date: April 26, 2010
Filing Number: 1000982764

If you have any questions concerning this order, please contact me. Thank you for this opportunity to be of service.

Sincerely,



Sarah Martin
Customer Specialist
sarah.e.martin@wolterskluwer.com

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 93046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov

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NEBRASKA LIQUOR
CONTROL COMMISSION

Office Use

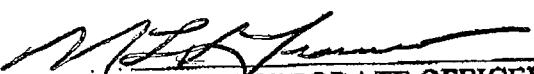
Corporate manager, including spouse, are required to adhere to the following requirements
If spouse filed affidavit of non-participation fingerprints and proof of citizenship not required

- 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

Corporation/Limited Liability

Name of Corporation/LLC: AVP Energy, LLC

Premise Information

Premise License Number: _____
(if new application leave blank)Premise Trade Name/DBA: AVP Energy #5Premise Street Address: 8307 Parkview BlvdCity: LaVista State: NE Zip Code: 68128Premise Phone Number: (402) 331-4145Any individual whose name is listed on the Manager Insert Form
must sign the name below

CORPORATE OFFICER SIGNATURE
 (Faxed signatures are acceptable)

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

Gender: MALE FEMALE

Last Name: Quandt First Name: Angela MI: M

Home Address (include PO Box if applicable): 2260 Gregg Rd. #1

City: Bellevue State: NE Zip Code: 68123

Home Phone Number: 402-885-7663 Business Phone Number: 402-331-4145

Social Security Number: _____ Drivers License Number & State: _____

Date Of Birth: _____ Place Of Birth: Yukon, NE

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

YES

NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Drivers License Number & State: _____

Date Of Birth: _____ Place Of Birth: _____

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

APPLICANT	SPOUSE			
CITY & STATE	YEAR FROM _____ TO _____		CITY & STATE	YEAR FROM _____ TO _____
<u>Bellevue, NE</u>	<u>1998</u>	<u>2005</u>	<u>Bellevue, NE</u>	<u>2007</u>
<u>Houston, LA (P.O. Box)</u>	<u>2005</u>	<u>2007</u>		
<u>Ort City, LA</u>	<u>2005</u>	<u>2007</u>		
<u>Vivian, LA</u>	<u>2007</u>	<u>2007</u>		

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM _____ TO _____	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
<u>Oct 07 Sept 08</u>	<u>Flying Travel Plaza</u>	<u>Dave Sweeney</u>	<u>402-332-4483</u>
<u>Sept 07 Sept 08</u>	<u>Remedy Temporaries</u>		<u>402-934-7155</u>
<u>Sept 05 Sept 07</u>	<u>Food Fast</u>	<u>Robert Strong</u>	<u>318-210-2010</u>

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.

11-2309 Speeding

2001 - DUI - Don't remember month and date. ~~Speedy 6. fine~~

Various speeding and moving violations tickets over

the years - don't remember dates and years

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 or 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

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

Date:	Where:
May 2003	Family Shop, Wyo ID Class
July 2003	Convenient Food Mart - Wyo ID Class

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.

Angela M. Guerard
Signature of Manager Applicant

Signature of Spouse

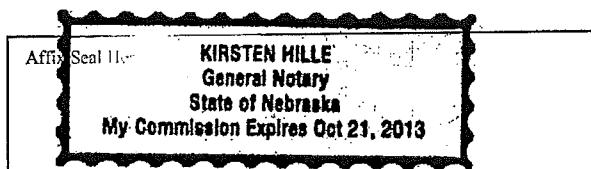
State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before
me this 1st June 2010 by

Kirsten Hille 6-1-10
Notary Public signature

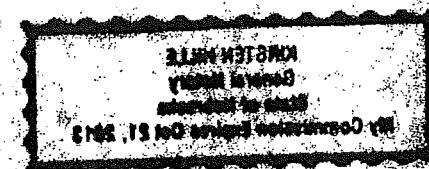
Notary Public signature



Affix Seal Here

In compliance with the ADA, this manager insert form 3c is available in other formats for persons with disabilities.
A ten day advance request is required in writing to produce the alternate format.

Revised 9/2008



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NEBRASKA LIQUOR
CONTROL COMMISSION

United States of America, } ss.
State of Nebraska

NEBRASKA



Department of State
Lincoln, Nebraska

I, John A. Gale, Secretary of State of Nebraska do hereby certify;
the attached is a true and correct copy of the Certificate of Authority
to transact business in the State of Nebraska for

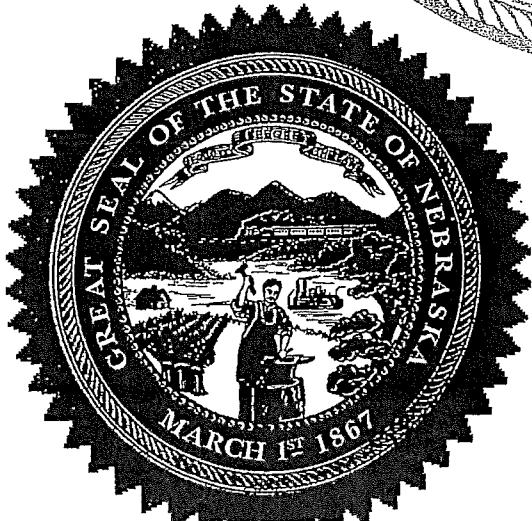
a Oklahoma limited liability company as filed in this office on
April 26, 2010.

I further certify that said limited liability company is hereby
authorized to transact business in the State of Nebraska.

In Testimony Whereof, I have hereunto set my hand and
affixed the Great Seal of the State
of Nebraska on April 26, 2010.

John A. Gale

SECRETARY OF STATE



This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's
financial condition or business activities and practices.

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CONTROL COMMISSION

NE Sec of State John A Gale - CORP AL
1000982764
AVP ENERGY, L.L.C.
Filed: 04/26/2010 02:17 PM
Pgs: 2

APPLICATION FOR CERTIFICATE
OF AUTHORITY
LIMITED LIABILITY COMPANY
(FOREIGN)
Submit in Duplicate

John A. Gale, Secretary of State
Room 1301 State Capitol, P.O. Box 94608
Lincoln, NE 68509
(402) 471-4079
<http://www.sos.state.ne.us>

An original certificate of good standing from the appropriate authority in the jurisdiction or state under whose laws the limited liability company was organized must be filed with this document.

NOTE: A certified copy of the company's articles of organization may not be filed in lieu of a certificate of good standing.

Name of Limited Liability Company AVP Energy, LLC

Fictitious Name _____
(complete only if actual name is unavailable for use or does not comply with Nebraska law)

Address of Principal Business office:

8336 E 73rd Street, Suite 100	Tulsa	OK	74133
Street Address	City	State	Zip

Organized under the laws of the State of Oklahoma

Date of Organization March 19, 2010

Nature of the Business or purposes to be conducted or promoted in this state:
Sell of Motor Fuel and Diesel and C-Store related merchandise

Name and address of registered agent in Nebraska:

Registered Agent Name: C T Corporation System

Address: 1024 K Street,	Lincoln	NE	68508
Street Address and post office box number (if any)	City	Zip	

Michael L Gramm
Signature of Member or Manager

Michael L Gramm
Printed name of Member or Manager

FILING FEE: \$120.00

Revised 02/06/2009

Neb. Rev. Stat. 21-2638

OFFICE OF THE SECRETARY OF STATE



**CERTIFICATE OF GOOD STANDING
DOMESTIC LIMITED LIABILITY COMPANY**

I, THE UNDERSIGNED, Secretary of State of the State of Oklahoma, do hereby certify that I am, by the laws of said state, the custodian of the records of the state of Oklahoma relating to the right of certain business entities to transact business in this state and am the proper officer to execute this certificate.

I FURTHER CERTIFY that AVP ENERGY, L.L.C. whose registered agent is WEISTER O SMITH, with its registered office at 8336 EAST 73RD ST STE 100 TULSA 74133 USA Oklahoma is a Domestic Limited Liability Company duly organized and existing under and by virtue of the laws of the state of Oklahoma and is in good standing according to the records of this office. This certificate is not to be construed as an endorsement, recommendation or notice of approval of the entity's financial condition or business activities and practices. Such information is not available from this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed the Great Seal of the State of Oklahoma, done at the City of Oklahoma City, this 21st day of April, 2010.



M. Lynn Sayer

Secretary Of State

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NEBRASKA LIQUOR
CONTROL COMMISSION

Wayne Bena
(402) 593-2167
Elections Commissioner
1261 Golden Gate Dr Ste 6E
Papillion, NE 68046



Acknowledgement & Verification of Registration

IMPORTANT INFORMATION ON BACK

DETACH AT PERFORATION AND KEEP ENTIRE BOTTOM PORTION

Precinct: Bellevue VII
Polling Place: Bellevue West High School 18
1501 Thurston Ave
Bellevue
Democratic
U.S. Congressional District 2
Legislative District 45
Metro Com College Dist 5
Bellevue Public Schools
Bellevue City Council Ward 4

SHERY COUNTY, STATE OF NEBRASKA

1220328
Angela M Quandt
2260 Gregg Rd, Apt 2
Bellevue, NE 68123

APPLICATION FOR TEMPORARY AGENCY AGREEMENT

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

Office Use

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NEBRASKA LIQUOR
CONTROL COMMISSION

- This application may be submitted along with a completed application for liquor license
- Must include a copy of the signature card from the financial institution where account has been set up
- Agreement is effective upon processing of the application and the three digit number has been issued to applicant
- Agreement is effective up to 120 days from issuance of ID number

ID#

On (date) 5/27/10 seller and buyer entered into a contract for sale of the business known as SINCLAIR MARKETING 2615, which contract is contingent upon buyer receiving approval for a liquor license to operate the business.

Seller and buyer agree to allow buyer to operate the business, subject to approval by the Nebraska Liquor Control Commission, (NLCC) for a period not to exceed 120 days subsequent to 6-3-10, the date of filing the application with NLCC.

Seller will maintain a possessory interest in the property in the form of a lease, use permit or license;

Buyer will at all times be the agent of the seller, but buyer will be completely and totally responsible for the operation of the business and for all liability associated with the operation of the business during the time when buyer is acting as seller's agent; it is specifically understood that seller shall have no liability for the operation of the business during this period of time, and buyer agrees to indemnify and hold seller harmless from any claims arising during this period of operation; however, it is understood that the liquor license remains in the name of the seller and seller will be responsible for all violations of the liquor laws of the State of Nebraska until such time as seller's license is canceled.

At time of closing, certain funds will be held in escrow pending issuance of the license.

Name of financial institution (Name, address, account number) of where escrow account is being held (SEND)

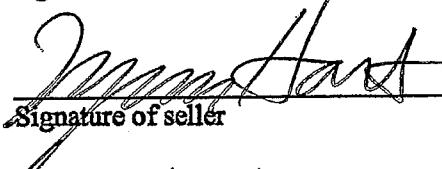
US BANK NATIONAL ASSOCIATIONS ACCT # 105700972844

OVER

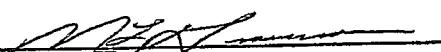
All profits derived from the operation of the business by the buyer, after payment of bills and salaries, shall be paid to the same escrow agent to be held until the issuance of the license, it being specifically understood that the buyer shall receive no profits from the operation of the business until the liquor license has been issued to buyer, but shall have the right to direct the investment of profit funds by escrow agent.

This agreement constitutes the entire and complete understanding of all parties with regard to the agency relationship, and is binding upon the heirs, personal representatives and successors of the parties.

It is hereby understood that in the event the Commission denies this application, this Temporary Agency Agreement is null and void the date of the order.



Signature of seller



Signature of buyer

State of Utah _____
Date 27/05/10

County of Salt Lake _____

The forgoing instrument was acknowledge before
me this 27th of May, 2010
Date 27/05/10



Notary Public Signature

Notary Seal Here	 JANICE L. FERGUSON NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 02/07/2013 Commission # 577616
------------------	---

Notary Seal Here	 KARON SMITH Notary Public in and for the State of Oklahoma Commission #03005035 My Commission expires 4/29/2011
------------------	---

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JUN 11 2010

LIMITED LIABILITY COMPANY CERTIFICATE OF AUTHORITY NEBRASKA LIQUOR
CONTROL COMMISSION

This entity, **AVP ENERGY LLC**, a limited liability company organized under the laws of the State of Oklahoma, is managed by members
managers. We, the undersigned, are all of the members managers of the entity and we hereby certify and agree as follows:

BANK

The term "Bank" as used herein shall refer to **U.S. Bank National Association**

DEPOSITS

We designate the Bank as a depository of this limited liability company, with authority to accept or receive at any time for the credit of this limited liability company deposits, by whomsoever made, of funds and other property in whatever form or manner transferred or endorsed; and that any manager or member, as applicable, of this limited liability company be, and hereby is authorized to open or cause to be opened one or more accounts with the Bank on such terms, conditions and agreements as the Bank may now or hereafter require, and to make any other agreements deemed advisable in regard to any of the foregoing.

We agree that checks, drafts, or other orders for the payment, transfer or withdrawal of any of the funds or other property of this limited liability company on deposit with the Bank shall be binding on the limited liability company when signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, by any one of the following named persons:

Subparagraph (a): the person or persons from time to time holding the following offices of this limited liability company: _____; or

Subparagraph (b): the following named individuals: _____; or

Subparagraph (c): any person or persons designated in a written certificate signed by the _____ and the _____ of this limited liability company (and such managers or members, as applicable, of this limited liability company may appoint themselves as the persons authorized to sign).

The Bank is hereby authorized to pay and charge to the account of this limited liability company any such checks, drafts or other orders so signed or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders.

In particular, and not in limitation of foregoing, such persons may authorize payment, transfer or withdrawal by oral or telephonic directions to the Bank complying with such rules and regulations relating to such authorizations as the Bank may communicate to this limited liability company, from time to time.

LOANS

We authorize any N/A (1 or 2) of the persons from time to time holding the following offices of this limited liability company:
N/A (i) to borrow money and obtain other credit or financial accommodations from the Bank for and on behalf of and in the name of this limited liability company; (ii) to sign, execute and deliver promissory notes, acceptances or other evidences of indebtedness therefor, or in renewal thereof, in such amounts and for such time, at such rates of interest and upon such terms as such person(s) may see fit; (iii) to discount, sell, assign, transfer, mortgage or pledge to the Bank or grant security interest in favor of the Bank in the real property, goods, instruments, documents of title, securities, chattel paper, accounts, deposits, money, intangibles or other property now or hereafter owned by this limited liability company, either absolutely for such consideration as such person(s) may deem to be appropriate or as security for the payment or performance of any debt, liabilities or obligations to the Bank; (iv) to unconditionally guarantee payment of any or all rights to payment so transferred or of any other indebtedness owed to the Bank by any person, and (v) to do such other acts and things, to make such other agreements and to execute and deliver such other contracts or writings, as such person(s) may deem to be appropriate in connection with any of the foregoing.

OTHER SERVICES

We agree that the person(s) above authorized to borrow money or write checks on deposit accounts are hereby authorized and empowered on behalf of this limited liability company to transact any and all other business with and through the Bank which such person(s) may at any time deem to be advisable, including, without limiting the generality of the foregoing, authority to purchase certificates of deposit, government securities, commercial paper, stocks, bonds or other forms of investments that may be sold by the Bank, and to enter into safe deposit agreements, lock-box agreements, night depository agreements, freight payment service agreements, payroll service agreements and other electronic data processing service agreements offered by the Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to the Bank any and all contracts and other writings which such person(s) may deem to be necessary or desirable.

FURTHER PROVISIONS

We agree that the Bank, in dealing with any of the persons herein authorized to act for the limited liability company, need not request but shall be entitled to accept and rely on any representations by such person that the purpose of exercising the authority hereby granted is within the scope of the business of the limited liability company, and the Bank shall not be obligated to make any inquiries in order to verify or confirm any such representation or to assure that any funds or other property of the limited liability company are in fact applied or used for any purposes so represented or for any other proper purposes; and the Bank, shall in no event be responsible or held liable for any misapplication or misuse of any funds or other property of the limited liability company acquired, encumbered or disposed of pursuant to any authority herein granted.

We ratify, approve and confirm any and all transactions with the Bank done by any manager or member, as applicable, of the limited liability company or otherwise done on behalf of the limited liability company (whether involving deposits, withdrawals, discounts or borrowings, or otherwise), prior to the execution of this Certificate.

Each of us agrees promptly to notify the Bank in the event of the dissolution or termination of the limited liability company or the occurrence of any other circumstance under which the rights and powers hereby granted might be terminated or curtailed or in any other way affected or changed. Notwithstanding any modification or termination of the rights, authority or power of any manager or any other person named above whether by dissolution or termination of the limited liability company, expiration or modification of any operating agreement, death or retirement of any member or manager, or addition of any new manager or member, or for any other reason, and notwithstanding any other notice thereof received by the Bank, the terms and provisions of this Certificate, and the authority herein granted, shall be and shall continue to be binding upon the limited liability company and its successors and assigns until the Bank shall have received written notice to the contrary signed by one of us or by a duly authorized agent of one of us.

We acknowledge that the rights and authority herein granted are in addition to and not in limitation of the rights, authority or powers otherwise available to any manager or member, as applicable, or other person by law or agreement.

We certify that the persons whose names appear below now hold the offices in this limited liability company set opposite their respective names, and the signatures appearing opposite their names are the authentic, official signatures of, as applicable, the same respective managers or members and the named signatories who are not limited liability company managers.

IN WITNESS WHEREOF, we have hereunto subscribed our names this _____ day of _____.

Manager/Member*

Lawrence M. Rogers Manager/Member

Manager/Member*

Manager/Member*

Webster O. Smith Member/Manager

Manager/Member*

Manager/Member*

Michael L. Gramm Manager/Member

Manager/Member*

Manager/Member*

Manager/Member*

* Cross out one. All members should sign; except that if the Articles of Organization (or Operating Agreement for a Colorado, Idaho or Kansas LLC) vest management of the LLC in the manager(s), then all managers should sign.

Checking Savings Certificate

Account Title AVP ENERGY, LLC
DBA AVP ENERGY #5

Account Number 105700972844

BEER ACCOUNT

The signature of each person authorized to sign for the account signifies agreement that the account is subject to all applicable rules and regulations governing Bank accounts as may be amended from time to time. These rules are available in the Bank lobby upon the request of the depositor at any time. All signers acknowledge receipt of a copy of the Bank's rules and regulations.

AUTHORIZED SIGNERS (Including Managers):

Name:

Lawrence M. Rogers

Title:

Member

Sample Signature:

Lawrence M. Rogers

Michael L. Gramm

Member

Michael L. Gramm

Carrie White

Store
Manager

Carrie White

Lynn Hart

ACCOUNT OFFICER M. JETTER

corporate Secretary

Request for Federal Taxpayer Identification Number

I have received and read an instruction sheet before completing below. Under penalties of perjury, I certify that:

A. The number shown on line D of this form is my correct taxpayer identification number.
B. I am not subject to backup withholding as a result of failure to report all interest or dividends since I have not been notified I am subject to or have been notified I am no longer subject to backup withholding by the Internal Revenue Service. (If you cannot certify this, cross out statement B.)
C. I am exempt from backup withholding (To claim exemption you must check the box and complete line D.)

D. 272238517
Employer ID No.

Signature

Date

Branch Number: 8830 Cost Center: 1417 Call Tracking: JAM2 Service Banker: JAM

Service Banker Review: _____ Validated by: _____ Team Leader Review: _____ FileNet Indexed by: _____

(07/2007)

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JUN 11 2010

NEBRASKA LIQUOR
CONTROL COMMISSION

REAL ESTATE PURCHASE AND SALE AGREEMENT

March 2010

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into this 8 day of February 2010, by and between SINCLAIR MARKETING, INC., a Wyoming corporation, or its assigns, whose local address is 550 East South Temple, Salt Lake City, Utah 84102, attention Larry Rogers Retail Real Estate, ("Seller"), and ARKANSAS VALLEY Petroleum, LLC., or its assigns, whose local address is 8336 East 73rd Street, Tulsa, OK 74133, attention Webster Smith, ("Purchaser").

RECITALS

Seller is the fee owner of land and improvements or leasehold owner of certain land, buildings and improvements known as: See Exhibit "A", in the states of Colorado, Iowa, Minnesota, Nebraska, and Oklahoma as more particularly described and identified on Exhibit "A" attached hereto and incorporated herein by this reference and collectively the "Properties" (legal title(s) to govern) see Exhibit "B" attached hereto and incorporated herein by this reference.

PURCHASER MUST INITIAL THE BELOW BOX:

PURCHASER WILL EXECUTE SINCLAIR BRANDING AND TRADEMARK AGREEMENTS AND TAKE THE PROPERTIES SUBJECT TO THE DEED RESTRICTION IN SECTION 1.4 DEED RESTRICTION.

PURCHASER IS GRANTED THE OPTION TO "DEBRAND" PROPERTY, IF THE PROPERTY IS NO LONGER ECONOMICALLY VIABLE AS A GAS STATION. IF THE PROPERTY IS TAKEN "OUT OF INDUSTRY" THERE WILL BE A DEED RESTRICTION PLACED ON THE PROPERTY PREVENTING IT FROM BEING A C-STORE AND / OR GAS STATION AND TAKE THE PROPERTY SUBJECT TO THE DEED RESTRICTION IN SECTION 1.4 DEED RESTRICTION SUBSECTION (b) AND COMPLETE THE REQUIREMENTS OF SECTION 7.4 ADDITIONAL ENVIRONMENTAL REQUIREMENTS.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
PURCHASE AND SALE OF THE PROPERTIES

1.1. Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby sells and Purchaser hereby purchases, all of Seller's right, title and interest in and to the Properties, together with all rights, privileges, tenements, hereditaments, easements and appurtenances thereunto belonging, and any improvements and structures located thereon, subject to all restrictions, recorded or unrecorded; easements, roads and highways, questions of survey; general taxes for the year 2010 and subsequent years; all special taxes or special assessments, levied or assessed, and all installments of special taxes or special assessments, not due and payable as of the

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NEBRASKA LIQUOR
CONTROL COMMISSION

date hereof, together with all appurtenances, easements, licenses, leases, rights-of-way and privileges belonging thereto, all right, title and interest of Seller as tenant has in and to any roads, streets, or rights-of-way and/or highway rights of way or properties owned by Seller or any of Seller's predecessors or related companies adjacent thereto together with all rights of ingress and egress, all sewer and water rights allocated to the leasehold properties, if any.

1.2. The Purchase Price. Subject to any adjustments otherwise required in this Agreement, the aggregate Purchase Price (the "Purchase Price") for the Properties shall be seven million five hundred thousand and no cents (\$7,500,000.00).

1.3. Earnest Money. Purchaser shall deliver, one hundred eighty seven thousand five hundred dollars and no cents (\$187,500.00) an amount equal to TWO AND A HALF percent (2.5%) of the Purchase Price, by electronic wire transfer to Purchaser's designated account on the attached Exhibit "C" the ("Earnest Money") payable to First Title and Abstract Services Inc., 7666 E 61st Street, Ste 230, Tulsa, OK 74133, ("Title Company") within two (2) business days of purchaser executing this Agreement where Title Company shall establish an escrow account for the transaction between the parties the ("Escrow"). The remainder of the Purchase Price shall be paid in Cashier's Check or similar Guaranteed Funds to the Seller at Closing at the Title Company. Seller shall be entitled to all earnest money if Purchaser shall refuse to close on the Closing Date as defined below. This Agreement constitutes escrow instructions to Title Company. If Title Company requires the execution of its standard form printed escrow instructions, Purchaser and Seller agree to execute those instructions; however, those instructions will be construed as applying only to Title Company's engagement. If there are conflicts between the terms of this Agreement and the terms of the printed escrow instructions, the terms of this Agreement will control.

1.4. Deed Restriction.

(a) If the Properties are to be used for the continued sale of petroleum products and Purchaser executes the AGREEMENT(S) OF TWO PARTY RETAIL FACILITY OWNER TO MAINTAIN SINCLAIR BRANDED STATION STATUS and the SINCLAIR TRADEMARK AGREEMENT, (Distributor-Dealer), SOC 4450 (rev. 1-06), then no part of the properties shall be used by Purchaser or any other Grantee or Party, including future Grantees, successors, assigns, and leases, directly or indirectly, for any residential purposes. This restriction shall run with the land and will be reflected in the deed.

(b) If the Property is not to be used for the continued sale of petroleum products then, no part of the property shall be used by Purchaser or any other Grantee or Party, including future Grantees, successors, assigns, and leases, directly or indirectly, for a petroleum station, gasoline station or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing, or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel, kerosene, benzol and naphtha. In addition, any residential development of the Property of any kind shall be done in strict accordance with the environmental regulations of the state in which the Property is located. This restriction shall run with the land and will be reflected in the deed.

ARTICLE II
REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1. Seller's Representations and Warranties. Seller makes the following representations and warranties as of the date of this Agreement, and covenants that the same will be true as of the Closing Date:

(a) **Title.** To the best of Seller's knowledge, Seller is the owner of fee simple title to the Properties or if leased the leasehold interest owner. The Properties are sold subject to all restrictions, recorded or unrecorded, easements, roads and highways, questions of survey; general taxes for the year 2010 and subsequent years; all special taxes or special assessments, levied or assessed, and all installments of special taxes or special assessments, not due and payable as of the date hereof.

(b) **Authority.** The execution of this Agreement, and any other documents executed or delivered pursuant to the provisions hereof, has been duly authorized by Seller. Upon its execution and delivery, this Agreement will constitute Seller's valid and binding obligation enforceable in accordance with its terms.

2.2. Purchaser's Representations and Warranties.

(a) **Sufficient Funds.** Purchaser warrants and represents that funds in an amount sufficient to fund the Purchase Price are available for the Closing of this Agreement and that Closing is not contingent on any governmental approvals or financing.

(b) **Authority.** The execution of this Agreement, and any other documents executed or delivered pursuant to the provisions hereof, have been duly authorized by Purchaser. Upon its execution and delivery, this Agreement will constitute Purchaser's valid and binding obligation enforceable in accordance with its terms.

(c) **Miscellaneous Costs.** Purchaser agrees to pay all state and county transfer taxes or assessments.

ARTICLE III
TITLE

3.1 Title. Seller agrees to obtain a pre-commitment title report for Purchaser's review prior to Closing for sites that are owned by Seller. Purchaser agrees to reimburse Seller for such title report at Closing. In addition, Purchaser, at Purchaser's sole cost and expense, shall be responsible for any endorsements, abstract or title opinions and title insurance. Endorsements, abstracting or title opinions or title insurance performed by Purchaser shall not be a condition precedent to the closing of this Agreement.

ARTICLE IV
TAXES AND ASSESSMENTS

4.1 Seller agrees to pay the taxes and special assessments on the Properties due and payable up to the date of Closing and Purchaser agrees to pay all taxes and special assessments on the Properties following the Closing.

ARTICLE V REAL ESTATE COMMISSION

5.1 Neither Seller nor Purchaser has used the services of a real estate broker or agent in effecting this Agreement and each party shall indemnify the other for any breach of this article. The terms of this article V shall survive Closing.

ARTICLE VI DUE DILIGENCE CLOSING OF PURCHASE AND SALE

6.1. Due Diligence. From the date of this agreement, Purchaser shall have sixty (60) days to conduct due diligence ("Due Diligence"). During Due Diligence, Purchaser may terminate this Agreement and Purchaser's Earnest Money shall be returned to Purchaser and neither party to this Agreement shall have any further obligations to the other except for the terms and conditions that are intended to survive the termination of this Agreement. If Purchaser does not terminate this agreement during Due Diligence, Purchaser shall purchase the Properties and Seller shall have the right to seek specific performance or other remedies available to Seller in law or in equity. Purchaser shall hold harmless and indemnify Seller, its affiliates, officers, shareholders, employees and agents, from and against any and all claims, suits, losses, liabilities, and expenses (including attorney's fees, expert's fees, and other expenses of litigation) on account of injury to or death of any persons (including Purchaser's employees, contractors and agents) or damage to properties or contamination of or adverse effects on the environment or liens against Seller, caused by or related to Purchaser's activities on or about the Properties. Any damage caused by Purchaser's activities on or about the Properties, shall be repaired to Seller's sole satisfaction by Purchaser, at Purchaser's sole cost and expense, within ten (10) days of the date of such damage. The terms of this article VI shall survive Closing or the termination of this Agreement. During Due Diligence, Purchaser may inspect the physical facilities at the Properties to determine the repair and maintenance mechanical fuel equipment, c-store equipment, and carwash equipment. Seller in Seller's reasonable discretion shall address such maintenance deficiencies as disclosed by Purchaser's inspection of such equipment.

6.2 Time of Closing. Provided that all of Seller's and Purchaser's obligations under this Agreement have been complied with and all of the conditions of this Agreement have been satisfied prior to the date of Closing ("Closing Date"), the closing ("Closing") of this transaction shall take place at a place of Purchaser's choosing or by certified mail, on or before sixty (60) days from the date of this Agreement. There shall be no extension of the Closing Date unless both parties agree in writing to such extension.

6.3. Documents. At the Closing:

(a) Seller's Deliveries. Seller shall execute, acknowledge and deliver to

Purchaser a Special Warranty Deed conveying to Purchaser all of Seller's interest in the Properties and any other documents or instruments required to be executed pursuant to the provisions of this Agreement or otherwise reasonably necessary to be executed or delivered for consummation of the transactions contemplated hereby.

(b) Purchaser's Deliveries. Purchaser shall execute and deliver to Seller upon consummation of the Closing, Cashier's Check or similar Guaranteed Funds for the Purchase Price less the Earnest Money. Purchaser shall execute and deliver to Seller at Closing:

(i) the AGREEMENT(S) OF TWO PARTY RETAIL FACILITY OWNER

TO MAINTAIN SINCLAIR BRANDED STATION STATUS in the form hereto attached (if Properties are to be used as a refined petroleum outlet);

(ii) SINCLAIR TRADEMARK AGREEMENT, (Distributor-Dealer), SOC 4450 (rev. 1-06), in the form hereto attached (if Properties are to be used as a refined petroleum outlet); and

(iii) any other documents or instruments, including but not limited to, tank registration or transfer forms and tank fund transfer or registration forms, required to be executed pursuant to provisions of this Agreement or otherwise reasonably necessary to be executed or delivered for consummation of the transactions contemplated hereby.

6.4. Costs. Purchaser shall bear the cost of recording the Special Warranty Deed in the county and state wherein the Properties are located.

6.5. Closing Procedure. Upon delivery to the Escrow of the Purchase Price less the Earnest Money, the executed agreements identified in section 6.3 above, and any other executed documents or instruments required herein on the Closing Date, the Escrow agent shall file for record the Deed and any other instruments required to be recorded and shall thereupon deliver to each of the parties the funds and documents to which they shall be respectively entitled, together with its Escrow Statement or Statements. In closing this transaction, the Escrow agent shall charge the Seller with:

- (a) the full amount of real estate taxes and assessments due and payable up to and including the date of transfer of title, and
- (b) $\frac{1}{2}$ of the escrow and closing fees

Immediately thereafter, the Escrow agent shall deliver to the Purchaser any documents due the Purchaser. Upon the Closing, the Escrow Agent shall charge the Purchaser with:

- (a) the cost of filing the Deed or other instruments for record, and
- (b) $\frac{1}{2}$ of the escrow and Closing fees, and
- (c) the transfer fees, deed taxes or other such similar taxes or fees, and
- (d) Reimbursement for FIFTY PERCENT (50%) of environmental audit expenses performed by Seller to the extent provided for in Section 7.1 herein, and
- (e) all other charges properly borne by the Purchaser consistent with the terms of this Agreement.

Immediately thereafter, the Escrow Agent shall deliver to the Purchaser the recorded Deed and any other documents due to the Purchaser.

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CONTROL COMMISSION

ARTICLE VII
ACCEPTANCE OF PROPERTIES "AS IS"

7.1 Environmental Disclosure: Seller has provided a summary of the environmental conditions at the Properties to Purchaser. Despite the forgoing, Purchaser is not relying on Seller's summary, Phase I, if performed, or any of Seller's documentation to perform its due diligence. Purchaser acknowledges that residual contamination is present at the Properties, that the Properties have had and continues to have underground storage tanks, lines and associated dispensing equipment and that the Properties have historically been used for the sale of petroleum products and for automobile repair and service or as a convenience store with petroleum. Seller will transfer to Purchaser its interest if any in the environmental insurance fund to the full extent allowed by law if additional work is required in the future.

If the Properties have received a closure, no further action, or equivalent designation regarding required responses to any and all releases for the underground petroleum storage tank, piping, and dispensing facilities from the state agency with jurisdiction over underground storage tank regulations, Seller will provide a copy of such closure notice to Purchaser.

If the Properties are undergoing active response to releases from underground petroleum storage tank, piping, and dispensing facilities, the Seller will provide a summary of such response to Purchaser.

At Closing, Buyer shall reimburse Seller for 50% (Fifty Percent) of the cost of the Phase I audit if performed or the environmental summary at Closing.

SL
and PHASE II

Purchaser may at its sole option and expense perform a Phase II environmental audit of the properties within 60 days after Closing. If the Phase II environmental audit indicates a release from the underground petroleum storage tank(s), piping, or dispensing facilities, Seller will indemnify Purchaser for actual expenses up to, but no more than, the deductible amount from the insurance benefit under the state petroleum storage tank insurance fund applicable to releases from petroleum storage tanks.

7.2 Acceptance of the Properties: Purchaser accepts the Properties "as is where is".

7.3 Environmental Release: Except for the express warranties and representations of Seller contained in this Agreement, Seller is hereby released from and Purchaser assumes all responsibility and liability regarding the operation, condition, valuation, or utility of the Properties or its suitability for any purpose whatsoever, including any responsibility or liability with respect to the presence in the soil, air, structures, and surface and subsurface waters, of materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Properties under current or future federal, state and local laws and regulations. Purchaser indemnifies and holds harmless Seller from any claims arising from or related to the presence of such materials or substances, including reasonable professional and attorney's arising in Seller's response to those

claims.

7.4 Additional Environmental Requirements: Should Purchaser opt to take the Properties "Out of Industry" as described above, then Purchaser its successors, assigns or leases shall, at their sole cost and expense, and, according to applicable state, local and federal regulations or laws hereinafter ("Regulations") shall complete the following within one hundred eighty (180) days of closing: (i) remove from the Properties of all of the underground storage tanks, lines dispensers and associated equipment ("USTs") together with any aboveground storage tanks ("AST(s)") and all containers of any kind and dispose of the items herein described items in compliance with the Regulations and test the soil and ground water for contamination in accordance with the Regulations, (ii) submit a closure report with a copy Seller and to the appropriate agencies, (iii) as required by Regulations, start the process to remediate the soil and groundwater to the levels that are at or below those permitted by the Regulations for residential uses, and (iv) use its best efforts secure petition for a no-further action letter ("NFA") from the appropriate agency in accordance with Regulations. The terms and conditions of this Article VII shall survive Closing.

ARTICLE VIII TAX DEFERMENT

8.1 Tax Deferred Exchange: In the event Seller or Purchaser so elect, Purchaser or Seller, as is appropriate, agree to accommodate the other in effecting a tax-deferred exchange under Internal Revenue Code Section 1031 as amended. Seller or Purchaser shall have the right to elect a tax-deferred exchange at any time prior to Closing. If Seller or Purchaser elects to effect a tax-deferred exchange, the other party agrees to execute revised or additional escrow instructions, documents, agreements, or instruments to effect the exchange, provided that such other party shall incur no unreasonable costs, expenses, fees or liabilities as a result of or connected with the exchange. Further, in conjunction with any tax-deferred exchange, under no circumstances shall the other party be required to take title to any real property for any period of time whatsoever (except the Property). Seller or Purchaser may assign this Agreement in order to effect such exchange, and thereafter such assignee shall perform such assigning party's obligations under this Agreement, provided, however, that such assigning party shall protect, indemnify and hold the other party harmless from any liability, damages or costs, including reasonable attorneys' fees, that may arise from such party's participation in the exchange requested by the other party, except if such liability, damages, costs or attorneys' fees result from the acts or omissions of such party.

ARTICLE IX GENERAL PROVISIONS AND ASSIGNMENT

The following provisions are also an integral part of this Agreement.

9.1. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties herein.

9.2. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning,

scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

9.3. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

9.4. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State wherein the Properties are located.

9.5. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the respective parties set forth above or to such other address(es) as may be supplied by a party to the other from time to time in writing.

9.6. Assignment. Seller may assign this Agreement without Purchaser's consent to an affiliate of Seller.

9.7. Termination. If the transaction contemplated by this Agreement is not consummated by the parties by the Closing Date, then this Agreement shall terminate without further action of the parties and Escrow shall immediately forward the Earnest Money deposit or deposits to Seller.

9.8. Existing Lease. If a lease at Closing encumbers Property, Purchaser shall accept the Property subject to the existing lease, the rents owed to the Purchaser or Seller shall be prorated at Closing and the "security deposit" in the lease shall be forwarded to Purchaser by Seller within sixty (60) days of Closing. However, if the lease is an "Agent Lease" or "Sales Agreement" Purchaser and Seller will address the cancellation, inventory, proration of rents, and the security deposit in a separate agreement mutually agreeable to the parties.

9.9. Inventory/Audit. Purchaser shall deliver by wire transfer to Sinclair four hundred thirty thousand dollars and no cents (\$430,000.00), twenty five thousand dollars and no cents (\$25,000.00) per operating retail gas/ C-Store (14) and forty thousand and no cents (\$40,000) per truck stop (2), for the "value" of the estimated fuel inventory the ("Fuel Inventory") three (3) business days prior to closing. Purchaser shall wire the funds for the Fuel Inventory to Zion's First National Bank, Salt Lake City, UT, Account #02-14439-2, ABA# 124 000 054 in reference to "AVP Properties" or Purchaser may send a cashier's check, to be received no later than 3 business days prior to Closing. For a cashier's check, remit payment to Sinclair Marketing, Inc., Attn. Claire Scott, 550 East South Temple, Salt Lake City, UT 84102 in reference to "AVP Properties". Representatives of Sinclair and the purchaser will perform an audit count at 6:00 AM the day of closing or another time mutually agreeable to both parties. Sinclair agrees to sell the following inventory to the Purchaser at the time of close at the following prices:

- (a) The actual Fuel Inventory shall be calculated by measuring the fuel in the tanks to nearest 1/8th inch at the time of physical audit described above, calculating the gallons of fuel in the tank and then multiplying the gallons by the prior days

distributor branded rack price less 1%, plus Purchaser's normal freight costs together with applicable taxes paid at the rack for each grade of fuel in the tanks.

- (b) Retail and other goods; 70% of Seller's sellable "normal C-Store" retail multiplied by the physical count of the respective item(s).
- (c) Beer, 80% of Seller's sellable "normal C-Store" retail multiplied by the physical count of the respective item(s).
- (d) Tobacco, 80% of Seller's sellable "normal C-Store" single unit retail multiplied by the physical count of the respective item(s).
- (e) Store supplies such as napkins, cups, straws, syrups, deli food items, condiments, car wash chemicals if any, and other such similar items shall be sold at a fixed price of seven hundred fifty dollars (\$750.00) per location purchased.

Purchaser and Sinclair will have an authorized representative sign and verify inventory and agree on the buyout amount. Purchaser and Sinclair agree to remit the difference between "value" of the fuel, retail goods, beer, tobacco and store supplies and the previously estimated fuel inventory deposit held by Seller within 5 business days following the Audit. Remit payment to Sinclair Marketing, Inc., Attn. Claire Scott, 550 East South Temple, Salt Lake City, UT 84102. Until such time as the difference is remitted to Seller or Purchaser as is appropriate, Purchaser grants to Seller a first lien against the inventory with the right of sale of the inventory and Purchaser is waiving any claims or causes of action against Seller for the sale of such inventory.

9.10. Integration and Previous Contracts. This Agreement sets forth the complete understanding of Seller and Purchaser and supersedes all previous negotiations, representations and agreements between the parties and their agents. No representations or warranties, other than are expressly set forth herein, were made as an inducement to the execution of this Agreement. This Agreement, including all addenda and exhibits, constitutes the entire agreement between the parties herein concerning the Agreement for the Purchase of the Properties and may not be modified except in writing executed by both parties.

9.11 Acceptance. This instrument shall become effective as a contract when signed by the Purchaser, and Seller. If not signed by all parties within 10 days from the date of mailing, any monies deposited shall be refunded and this instrument shall be void. However, this offer shall remain binding upon the Purchaser through the date stated in this paragraph. Upon acceptance by Seller, this agreement is deemed to satisfy any requirement by agent to obtain a minimum acceptable sales price.

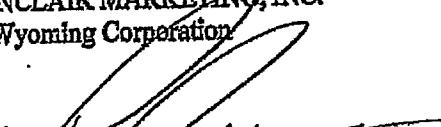
9.12 Prior Claims. Should Seller have a previous claim or cause of action at law or in equity against any party prior to the Closing Date the ("Claim"), Seller is expressly reserving for itself and Purchaser is expressly waiving any such interest in the Claim prior to or after the Closing Date. Once the Claim(s) are "settled", Purchaser shall execute such documents as may be required to settle the Claim. The terms and condition of this Article IX shall survive Closing.

9.13 Attorneys' Fees. In the event either party hereto is required or elects to take legal or equitable action against the other to enforce the non-defaulting or non-breaching party's rights under this Agreement or to require performance by the defaulting or breaching party of its obligations under this Agreement, then the non prevailing party shall immediately pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorney and experts' fees and court costs, incurred by

the prevailing party in such action. A party is deemed to have prevailed if it obtains a judgment or settlement in its favor that substantially provides for the relief contemplated either in its complaint or responsive pleading. The terms of this Section 9.13 shall survive the Closing or the termination of this Agreement.

DATED effective the day, month and year first above written.

SELLER:
SINCLAIR MARKETING, INC.
a Wyoming Corporation

By: 
Peter M. Johnson
Its: President

Jun 3

PURCHASER:

Arkansas Valley Petroleum, LLC

By: 
Printed Name: Webster Smith

Its: President

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AMENDMENT TO THE REAL ESTATE PURCHASE AND SALE AGREEMENT

This Amendment to the Real Estate Purchase and Sale Agreement (this "Amendment") is made and entered into this 22 day of March 2010, into by and between Sinclair Marketing, Inc., A Wyoming corporation, or its assigns, whose address is 550 East South Temple, Salt Lake City, UT 84102, attention Larry Rogers Retail Real Estate, ("Seller") and Arkansas Valley Petroleum, LLC, or its assigns, whose local address is 8336 East 73rd Street, Tulsa, OK 74133, attention Webster Smith, ("Purchaser").

By adopting this Amendment, Seller and Purchaser amend the original Real Estate Purchase and Sale Agreement.

1. Sufficient Funds. Purchaser warrants and represents that funds in an amount sufficient to fund Purchase Price are not currently available for the Closing of this Agreement. Purchaser is working to secure financing for the remainder of the Purchase Price. In the event that Purchaser is unable to secure satisfactory bank financing, the Purchaser will notify the Seller within thirty (30) days after the execution of the Purchase and Sale Agreement, the Earnest Money shall be returned to Purchaser and this Agreement shall terminate.

2. Environmental. Satisfactory Environmental Phase I and Phase II Surveys as required by lenders, Purchaser is entitled to complete the Phase II surveys during the 60 day due diligence period. If a Phase II survey is completed, the cost will be split 50 / 50 with the purchaser paying fifty percent (50%) and the seller paying fifty percent (50%).

3. Fuel Pricing. To be completed in a separate agreement.

4. Branding / Supply / Image Enhancement Agreement. To be completed in a separate agreement.

5. #529 Monaco and Yale Assignment. The Sale and Closing of this property is not contingent on the sale of the other 18-stores Purchaser Arkansas Valley Petroleum, LLC is purchasing. Purchaser is strictly being an assignment facilitator and may provide twenty percent (20%) financing and help Sinclair Marketing, Inc. sell a difficult property.

DATED effective the day, month and year first above written:

SELLER:
SINCLAIR MARKETING, INC.
a Wyoming Corporation

By: Peter M. Johnson JVRB
Its: President

PURCHASER:
Arkansas Valley Petroleum LLC. 22

By: Webster Smith
Printed Name: Webster Smith
Its: President

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EXHIBIT A

FEES OWNED PROPERTIES

Store #	Address	City	State	Zip	County	Parcel #
532	4513 Highway 63	Atwood	CO	80722	Logan	38077911200155
1430	1305 North 26th Street	Council Bluffs	IA	51501	Pottawattamie	000035525016944000
2209	6600 Portland Ave South *	Richfield	MN	55423	Hennepin	27-028-24 41 0008
2220	223 E Larpenteur	Maplewood	MN	55117	Ramsey	18.29.22.44.0020
2239	2520 N Ferry Street	Anoka	MN	55303	Anoka	R01 31 25 14 0007
2244	175 Century Ave North	Woodbury	MN	55125	Washington	06.028.21.22.0001
2245	7733 Portland Ave	Richfield	MN	55423	Hennepin	35-028-24 33 0008
2257	9605 36th Ave North	Plymouth	MN	55441	Hennepin	24-118-22 11 0030
2261	125 McKinly Street N	Cambridge	MN	55008	Isanti	R16.028.1400
2262	1025 6th Street	Howard Lake	MN	55349	Wright	R109-014-001040
2268	1401 North Broadway	Rochester	MN	55906	Olmsted	R74.26.44.016187
2602	2941 North West 48th Street	Lincoln	NE	68524	Lancaster	11-18-101-041-000
2616	10505 Pacific Street	Omaha	NE	68114	Douglas	3476 0001 01
2618	8307 Parkview Boulevard	Lavista	NE	68128	Sarpy	10537341
3531	16141 East Skelly Drive	Tulsa	OK	74116	Tulsa	660030333 / 660030364

LEASEHOLD INTEREST

Store #	Address	City	State	Zip	County	Parcel #
527	527 North Highway 36	Byers	CO	80103	Arapahoe	1985-09-2-00-955
2260	1815 Diffley Road	Eagan	MN	55122	Dakota	10-14388-040-01
2627	2801 NW 48th Street	Lincoln	NE	68524	Lancaster	4682 0600 0648

Aggregate Purchase Price \$7,500,000

Total for Escrow \$187,500

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CONTROL COMMISSION

EXHIBIT B

Fee Owned

532-4513 Highway 63, Atwood, CO 80722

The land referred to in this Commitment is located in Logan County, CO and is described as:
A parcel of land in the East Half (E1/2) of Section 11, Township 6 North, Range 53 West of the
Sixth Principal Meridian,

Logan County, Colorado, said parcel being more particularly described as follows:
Beginning at the point of intersection of the Northwesterly right-of-way line of Interstate 76 and
the Westerly right-of-way line of State Highway 63 from whence the Southeast corner of said
Section 11 bears South 30°32'50" East a distance of 3088.28 feet;
thence South 26°43'00" West along the Northwesterly right-of-way line of Interstate 76 a
distance of 656.42 feet;
thence North 22°53'55" West a distance of 1083.86 feet;
thence North 67°06'05" East a distance of 500.00 feet to a point on the Westerly right-of-way
line of State Highway 63;

thence South 22°53'55" East a distance of 658.55 feet to the point of beginning.

APN: 38077911200155

Said property is also known by the street address of:

4513 Highway 63

Atwood, CO 80722

1430 - 1305 North 25th Street, Council Bluffs, IA 51501

Lot 13, except the North 53 feet thereof, and Lots 14, 15, 16 and 17, Block 5, Maynes First
Addition to Council Bluffs, Pottawattamie County, Iowa, together with all the vacated alley lying
between Lots 13 and 14, and the South 1/2 of the vacated alley adjoining Lots 15, 16 and 17 on
the North.

2269 - 6600 Portland Ave. South, Richfield, MN 55423

Lots 1, 2 and 3, including the East 1/2 of the vacated alley adjacent thereto, Block 1,
McCutchan's Portland Avenue Park, Hennepin County, Minnesota.

(Certificate of Title No. 559944)

2220 - 223 East Larpenteur, Maplewood, MN 55117

The West 300 feet of the South 290 feet, except the West 30 feet thereof, of the West 1/2 of the
Southeast 1/4 of the Southeast Quarter of Section 18, Township 29, Range 22, according to the
United States Government Survey thereof, Ramsey County, Minnesota.

2239 - 2520 North Ferry Street, Anoka, MN 55303

Parcel 1: Lots 4 and 5, Block 1, Martin's Addition to Anoka, except that part of Lot 5 taken for highway
purposes, according to the recorded plat thereof, Anoka County, Minnesota.

Parcel 2: That part of Lot 6, Block 1, Martin's Addition to Anoka, according to the recorded plat thereof,
Anoka County, Minnesota, lying Northerly of the Northerly right of way of Minnesota State Trunk Highway
Number 10, as laid out and traveled September 4, 1968.

2244 - 175 Century Ave North, Woodbury, MN 55125

Parcel A (Certificate of Title No. 27173): Tract A, Registered Land Survey No. 55, according to the plat thereof
on file and of record in the office of the Registrar of Titles in and for Washington County, Minnesota.

Parcel B (Certificate of Title No. 27173): Together with an easement over Tract B, Registered Land Survey

No. 55, for the purpose of ingress and egress and for the installation of utilities and drainage facilities.

2245 - 7733 Portland Avenue, Richfield, MN 55423

The West 213 feet of all that part of the South 415 feet of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter, Section 35, Township 28, Range 24, lying North of Trunk Highway Nos. 5 and 100 and Interstate Freeway Number 494, except the West 33 feet thereof and except the following described piece: Beginning at the Northeast corner of said parcel; thence West along the North line to a point 30 feet West of the Northeast corner; thence South 115.5 feet parallel with the West line thereof; thence Southeasterly to a point on the East line which is 30 feet North of the Southeast corner of the above described parcel; thence North along said East line to the point of beginning.

2257 - 9605 36th Avenue North, Plymouth, MN

Lots Fourteen (14) and Fifteen (15), Block Two (2), Glen Erie Addition, according to the plat thereof on file and of record in the office of the County Recorder of Hennepin County, Minnesota.

2261 - 125 McKinley Street North Cambridge, MN 55008

The West 150 feet of the South 450 feet of the following described property in the Southeast Quarter of the Southeast Quarter of Section 28, Township 36, Range 23, Isanti County, Minnesota: Commencing at the Southeast corner of said Southeast Quarter of the Southeast Quarter of Section 28; thence West on the section line, a distance of 34 rods; thence North parallel to the East section line of Section 28, a distance of 57 rods; thence East parallel to the South section line of Section 28, a distance of 34 rods to the East section line; thence South on the East section line, a distance of 57 rods to the place of commencement.

2262 - 1025 6th Street, Howard Lake, MN 55349

Lot 4 and the West 60 feet of Lot 3, Block 1, Fairview Addition, Howard Lake, Wright County, Minnesota.

2268 - 1401 North Broadway, Rochester, MN 55906

Parcel A (Abstract): That part of Outlots 12 and 13, Northern Addition to the City of Rochester, Olmsted County, Minnesota, being described as follows: Commencing at the northeast corner of said Outlot 12; thence South 18 degrees 39 minutes 38 seconds West, assumed bearing, along the easterly line of said Outlot 12 a distance of 155.16 feet for the point of beginning; thence West, 260.48 feet; thence South, 130.92 feet; thence South 56 degrees 04 minutes 39 seconds East, 212.39 feet to the easterly line of said Outlot 13; thence North 18 degrees 39 minutes 38 seconds East, 263.29 feet to the point of beginning.

Parcel B: Non-exclusive easements for ingress, egress and parking, over parts of Outlots 11 and 12, Northern Addition to the City of Rochester, as contained in the Easement - Common Driveway and Parking, dated November 6, 1987, recorded November 13, 1987, in the office of the Olmsted County Recorder as Doc. No. 537764.

Parcel C: Non-exclusive easement for private driveway purposes over part of Outlots 11, 12, and 13, Northern Addition to the City of Rochester, as contained in the Easement - Private Roadway, dated November 6, 1987, recorded November 13, 1987, in the office of the Olmsted County Recorder as Doc. No. 537765, No. NCS-408392-34-SL.C1

Parcel D: Non-exclusive easements for ingress and egress over parts of Outlots 11 and 12, Northern Addition to the City of Rochester, as contained in the Access and Construction Easement Agreement, dated April 18, 1988, recorded April 28, 1988, in the office of the Olmsted County Recorder as Doc. No. 545000.

2602 - 2941 North West 48th Street, Lincoln, NE 68524

Lots 40 and 41, Block 1, Airport Heights, a subdivision of the NW 1/4 of Section 18, Township

10N, Range 6E of the 6th P.M., Lancaster County, Nebraska, except that portion of said Lot 41, conveyed to the City of Lincoln, Nebraska, by Corporation Special Warranty Deed filed April 6, 2009 as Instrument No. 2009017299.

2616 - 10505 Pacific Street, Omaha, NE 68134

Lot 58, Keystone Park, an Addition to the City of Omaha, in Douglas County, Nebraska, except the North 65 feet of the West 150 feet of said Lot, and except that part taken for Maple Street widening.

2618 - 8307 Parkview Boulevard, LaVista, NE 68128

Lot 1354, in La Vista, Sarpy County, Nebraska.

3531 - 16141 East Skelly Drive, Tulsa, OK 74116

Beginning 356.8 feet North of the Southwest Corner of Section Thirty five (35), Township Twenty (20) North, Range Fourteen (14) East of the Indian Basa and Meridian, Rogers County, Oklahoma;

Thence North 0°03' West along the Section line a distance of 400 feet;

Thence North 89°55' East a distance of 899.77 feet to the true Point of Beginning;

Thence North 0°03' West a distance of 300 feet;

Thence South 89°55' West a distance of 450 feet;

Thence Southerly 0°03' East a distance of 300 feet;

Thence Northerly 89°55' East a distance of 450 feet to the true Point of Beginning;

AND

A tract of land in the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Thirty-five (35), Township Twenty (20) North, Range Fourteen (14) East of the Indian Basa and Meridian, Rogers County, Oklahoma, more particularly described as:

Beginning 356.8 feet North of the Southwest Corner of Section Thirty-five (35);

No. NCS-408382-63-SLC1

Thence North 0°03' West along the Section line a distance of 400.00 feet;

Thence North 89°55' East a distance of 899.77 feet to the Point of Beginning;

Thence Southerly 0°03' East a distance of 400 feet;

Thence Southerly 89°55' West a distance of 449.78 feet;

Thence North 0°03' West a distance of 400 feet;

Thence North 89°55' East 450 feet to the Point of Beginning.

Lease Descriptions

527 - 527 North Hwy 36, Byers Colorado

A tract in the Southwest Quarter of Section Nine (9), Township Four (4) South, Range Sixty-one (61) West, Arapahoe County, Colorado, to-wit:

Commencing at a point in the East right of way line of Ramp A of U.S. #36, 2260.90 feet North and 3190.62 feet West of the Southeast corner of Section 9, Township 4 South, Range 61 West of the Sixth Principal Meridian, Arapahoe County, Colorado; thence North 26° 00' 30" East along the East right of way line of Ramp A to U.S. #36, a distance of 660.0 feet; thence North 63° 59'30" West and perpendicular to the East right of way line of said Ramp A, a distance of 150.0 feet, to a point in the West right of way line of said Ramp A, said point being the true point of beginning. Thence South 26° 00' 30" West along the West right of way line of said Ramp A, a distance of 155.0 feet; thence North 63° 59' 30" West a distance of 150.00 feet to a point; thence North 26° 00'30" East, and parallel with the West right of way line of said Ramp A, a distance of 200.0 feet to a point; thence South 63° 59'30" East a distance of 150.0 feet to a point in the West right of way line of said Ramp A, said point being North 26° 00' 30" East a distance of 45 feet from the true point of beginning; thence South 26° 00' 30" West along the West right of way line of said Ramp A, a distance of 45

feet to the true point of beginning.

Together with non-exclusive easement for driveway and passageway purposes on, over and across the following described tracts:

TRACT NO. 1: Beginning at the Southeast corner of the tract described above hereof; thence North 63° 59' 30" West and along the South line of the tract described above hereof, a distance of 150.0 feet to a point; thence South 47° 17'30" East, a distance of 156.6 feet to a point in the West right of way line of Ramp A to U.S. #36; thence North 26° 00' 30" East, along the West right of way line of Ramp A to U.S. #36 a distance of 45 feet to the point of beginning.

TRACT NO 2: Beginning at the Northeast corner of the tract described above hereof; thence North 26° 00'30" East along the West right of way line of Ramp A, to U.S. #36 a distance of 45 feet to a point; thence North 80° 41' 30" West, a distance of 156.6 feet to the Northwest corner of the tract described above hereof; thence South 63° 59' 30" East, along the North line of the tract described above hereof, a distance of 150.0 feet to the point of beginning.

2260 - 1815 Diffley Road, Eagan, MN

Lots 4 and, Block 1, Blackhawk Plaza, according to the plat thereof now on file and of record in the office of the Dakota County Recorder.

2627 - 2801 NW 48th Street, Lincoln, NE

Lots, 1, 2, 35, 36, 37, 38, 39, 40, 41 Inclusive, all in Block 5, Airport Heights, a subdivision or part of NW 1/4, Sec, 18 T10 N, R6, Lancaster County, Nebraska.

RECEIVED

JUN 11 2010

NEBRASKA LIQUOR
CONTROL COMMISSION

EXHIBIT C

Wire Transfer Instructions for the Earnest Money for the Fee Simple Parcels Only
For fuel inventory wire, refer to Article 9.9 instructions

Date: 2/17/2010

Wire to: First Title and Abstract Services, Inc.
7666 E 61st Street, Ste 230
Tulsa OK, 74133

ABA#: To be disclosed

Account #: To be disclosed

Credit Account of: To be disclosed

Contact for verification with First American Title Insurance Company:

Nancy (Jan) Griffith
First Title and Abstract Services, Inc.
Commercial Department
918-250-1641