

**BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN THE COUNTY/CITY
LOTTERY SALES OUTLET LOCATION APPLICATION FOR
ABCS, INC. D/B/A THAT PLACE EATERY**

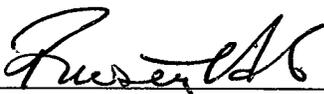
WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, ABCS, Inc. d/b/a That Place Eatery has applied to be a keno satellite location for Advanced Gaming Technologies, and said application is appropriate and reasonable.

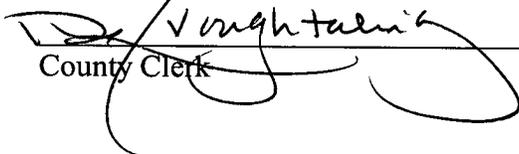
NOW, THEREFORE, BE IT RESOLVED, by the Sarpy County Board of Commissioners that the Chairman is hereby authorized to sign the County/City Lottery Sales Outlet Location Application of ABCS, Inc. d/b/a That Place Eatery for a keno satellite location.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 14th day of August, 2012.



Sarpy County Board Chairman





County Clerk

- No license fee required
- Incomplete schedules will be returned
- Read instructions on reverse side

PLEASE DO NOT WRITE IN THIS SPACE

1 Nebraska I.D. Number of County, City, or Village
806323

2 County, City, or Village Name as shown on Form 50G
Sarpy

SALES OUTLET LOCATION INFORMATION (Attach additional sheet if necessary)

Your social security number and date of birth are required under the Nebraska County and City Lottery Act and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

3 Nebraska Identification Number _____ 4 Federal I.D. or Social Security Number _____ 5 Type of Application:
 New Renewal Report Changes Cancel

BUSINESS NAME AND LOCATION ADDRESS		BUSINESS NAME AND MAILING ADDRESS	
Name ABCS Inc		Business Name Same	
Trade Name of Business (If Different Than Above) That Place Eatery		Street or Other Mailing Address	
Street Address 11212 Richland		City	State Zip Code
City Papillion	State NE	Zip Code 68138	County Sarpy
		Nebraska Liquor License Number	

6 Type of Ownership
 Sole Proprietorship Domestic Corporation Limited Liability Company Nonprofit Corporation or Organization
 Partnership Foreign Corporation Domesticated Corporation Other _____

7 Location Type
 Keno Satellite Keno Independent Game

8 List the social security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.

a. If a sole proprietorship, list the individual owner.
 b. If a partnership, list each partner and spouse.
 c. If a corporation, list each officer and spouse and each person holding ten percent or more of the debt or equity of the applicant corporation. If any person holding ten percent or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person holding ten percent or more of the debt or equity of any such partnership, limited liability company or corporation.
 d. If a limited liability company, list each member and spouse.
 e. If a nonprofit organization or nonprofit corporation, list each officer and the individual designated as manager.
 (Attach additional sheet if necessary)

Social Security Number	Name, Address, City, State, Zip Code (See instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
	Scott Rupnow 12530 Bartels Dr. Omaha, NE 68137		

9 Does any person other than those listed in line 8 above have any ownership interest in the license applicant? (See instructions)
 YES NO

If Yes, in the case of an individual, identify the social security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer identification number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

10a Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This includes shoplifting or issuing bad checks.
 YES NO
 If Yes, see instructions.

10b Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within ten years preceding the date of this application?
 YES NO
 If Yes, see instructions.

11 Has each of the individuals listed in line 8 above filed fingerprint cards and proper fees for criminal background investigation with the Nebraska State Patrol, or when applicable, attached a signed affidavit for each spouse waiver?
 (See instructions) YES NO

12 Do any of the individuals listed in line 8 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the Nebraska Bingo Act or the Nebraska Pickle Card Lottery Act or in any company licensed as a manufacturer-distributor pursuant to the Nebraska County and City Lottery Act?
 If Yes, attach a detailed explanation of such interests. YES NO

13 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application?
 If Yes, attach a detailed explanation of such interests. YES NO

14 Do any of the individuals listed in line 8 above currently hold or have any of the individuals previously held any other licenses issued under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act?
 YES NO If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired).

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the Nebraska County and City Lottery Act and the regulations adopted under such Act.

sign here *Scott A. Rupnow* **President** **8/8/12** **402 706-8983**
 Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney Title Date Daytime Telephone Number

Name _____ Title _____ Daytime Telephone Number () _____

sign here *Sherry K...* **Chairman** **8-14-12** **(402) 593-2114**
 Authorized Signature Title Date Daytime Telephone Number

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE
593-4155
www.sarpy.com

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



COMMISSIONERS

Rusty Hike District 1
Jim Thompson District 2
Tom Richards District 3
Jim Nekuda District 4
Jim Warren District 5

MEMO

To: Sarpy County Board

From: Brian E. Hanson

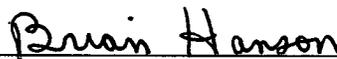
Re: Keno Satellite Application

On August 14, 2012 the Sarpy County Board will be asked to approve a Resolution authorizing the Chairman to sign a lottery application for ABCS, Inc. d/b/a That Place Eatery. It will serve as a new keno satellite locations for Sarpy's Advanced Gaming Technologies. This property was formerly known as L&L Lounge and is located on 132nd Street, just south of Highway 370.

Once the County Board approves the application it will be forwarded to the Department of Revenue for their review, approval and issuance of a lottery license.

If you have any questions please call me at 593-2349.

August 8, 2012



Brian E. Hanson

BEH/dp

cc: Mark Wayne
Deb Houghtaling
Scott Bovick



Advanced Gaming Technologies

Brian Hansen
1210 Golden Gate Drive Suite 1129
Papillion, Ne. 68046-2845

8-07-12

Hello Brian,

That Place Eatery located at 11212 Richland , Papillion, NE, would like to be a keno location for Sarpy County. ABCS Inc. is the new owner. Scott Rupnow is the principal owner. Please submit this request for the board's approval. If this request is approved we will need someone to sign the location license application. If you have any questions or need any additional information call me at 618-0038.

Thanks,

A handwritten signature in black ink that reads "John Hassett".

John Hassett
Advanced Gaming Technologies

ADVANCED GAMING TECHNOLOGIES, INC.
3915 Harrison
Bellevue, Nebraska, 68147

KENO SATELLITE OPERATOR AGREEMENT

THIS AGREEMENT is made this 27th day of July, 2012 by and between ABCS Inc., doing business as That Ace Eatery, at 11212 Rockland Drive, Bellevue, Nebraska hereinafter referred to as the "Facility" and Advanced Gaming Technologies Inc., a Nebraska Corporation, hereinafter referred to as "AGT".

1. Lease. Sarpy County (the "County"), pursuant to Sarpy County Ordinance and related rules, agreements, memoranda of understanding, resolutions and actions (collectively, whether now or hereafter adopted or executed, the "Resolution"), and pursuant to authority granted by the State of Nebraska and its agencies and instrumentalities including without limitation the Nebraska Department of Revenue and its Division of Charitable Gaming (collectively, the "State") under the Nebraska City and County Lottery Act, Neb. Rev. Stat. 9-601 et seq., and regulations promulgated pursuant thereto (as amended or replaced by any similar law or regulations, the "Act") has authorized and appointed AGT to act as manager of lottery conducted by the County for community betterment purposes ("Keno Operations"). Subject to the terms of this Agreement, AGT hereby leases from Facility and Facility leases to AGT, the square footage of visible and accessible floor space within the premises more particularly described in Exhibit "A" attached hereto "hereinafter the "Premises") determined by AGT to be reasonably necessary for the conduct of Keno Operations on the Premises and for the placement of Gambling Equipment specified in this Agreement.
2. Licensing and Compliance with Laws. AGT shall operate a keno satellite at the Facility. Facility, its owners, officers and agents shall abide by and comply with this Agreement and the following, all of which shall be considered incorporated into this Agreement: (i) the Resolution, the Act, and all laws, regulations, ordinances, resolutions rules and rulings now existing or hereafter promulgated by any federal, state or local government or any court, agency, instrumentality or official thereof (collectively, the "Regulatory Requirements") and (ii) those rules promulgated and amended from time to time by AGT which are applicable to Keno Operations generally or Keno Operations on the Premises, including without limitation rules contained in any manual or other document or documents which AGT may provide to Facility and amend from time to time (the "Official Game Rules").
3. Rent. AGT shall pay facility rent of 5 % of gross revenue (as hereinafter defined) collected by AGT from Keno Operations at the Facility. For purposes of this Agreement, "gross revenue" shall include all amounts collected from keno at the Facility. Rental payments shall be made on settlement dates chosen by AGT, which shall occur not less, then twice per month.
4. Equipment. AGT shall install at the Premises one or more of each of the following items of equipment ("Gambling Equipment"): (a) an on-site computer capable of registering each keno ticket purchase on the Premises, computing the results of each keno game, authenticating keno tickets, and storing accumulated keno game results; (b) a keno writer's input terminal for use in connection with the on-site computer; and (c) a display device for the numbers selected. The type of Gambling Equipment may be changed and the number of devices installed and operated at the Premises may be increased or decreased during the term of this Agreement at the discretion of AGT. "Gambling Equipment" shall also include any other equipment installed by AGT pursuant to this Agreement or pursuant to Facility's request or assent.

- 5 Keno Supplies and Staff. Facility shall supply sufficient personnel to properly and efficiently run the satellite keno game. No person employed by the Facility or any other person in any capacity in connection with the Facility shall play keno or collect and prize at the Facility except in the regular course of business and during off-duty hours. AGT shall provide appropriate and necessary keno supplies as it in its absolute discretion determines to be necessary.
- 6 Facility Obligations. Facility shall (a) obtain and maintain its license to sell alcoholic beverages for consumption on the Premises and all other licenses, approvals, and agreements necessary for the continued operations of its business; (b) conduct its business in an orderly, respectable fashion, substantially in the same manner as on the date of commencement of the Keno Operation; (c) maintain the Premises in a clean and safe condition suitable for the conduct of Facility's business and for the good conduct of Keno Operations sufficient to satisfy the regulatory requirements; (d) maintain in good standing its right to possession of the Premises; (e) provide AGT, the County and State access to the Premises as may be reasonably required from time to time; and (f) provide all necessary electrical outlets and other improvements necessary electrical outlets and other improvements necessary for the lawful and effective conduct of Keno Operation at the Facility as determined by AGT.
- 7 Term. This Agreement shall be for three years effective upon approval of the Facility as a satellite location for AGT by the Sarpy County Board and shall automatically renew for successive five year terms unless AGT advises you in writing of its intention not to renew ninety (90) days prior to the expiration of the initial term or any renewal thereof. AGT shall have the right to terminate this Agreement without notice if (a) Facility has violated any of the terms and conditions of this Agreement; (b) any change in regulatory requirements has made the continuations of Keno Operations on the Premises impractical or unprofitable; (c) there has been any material adverse change in the condition of Facility, or other factor which in AGT's sole discretion could have a negative impact on Keno Operations at the Facility or on the overall condition of AGT's Keno Operation; (d) Facility has had its right to continue to act as a satellite disapproved, revoked, or otherwise terminated by the Sarpy County Board and/or the State of Nebraska; or (e) upon reasonable demand by the Sarpy County Board.
- 8 Exclusivity. This Agreement is exclusive to AGT and Facility agrees during the term of this Agreement and any extension thereof now to allow anyone other than AGT to offer, supply or install gambling devices and carry on gambling activities (other than pickle cards as authorized by the Nebraska Pickle Card Lottery Act) including, but not limited to that offered by any other manager of a lottery conducted by the Sarpy County.
- 9 Expanded Gambling. Facility grants AGT the exclusive right during the term of this Agreement and any extension thereof to install and operate legalized gambling devices on the Premises including, but not limited to gambling devices which become legal after the execution of this Agreement, provided that this Agreement shall not apply to such activities until such time as they become legal. Such additional legalized gambling devices shall be installed and operated upon terms and conditions mutually agreed to by the Facility and AGT.
- 10 Entire Agreement; Amendments. This Agreement embodies the complete agreement between the parties with respect to the subject matter hereof and supersedes, in it's entirety, any and all the other agreements, either written or oral, with respect thereto. This Agreement may only be amended by a written instrument executed on behalf of each of the parties hereto.
- 11 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be taken to be an original.

- 12 Sever ability. In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same affect as though the void parts were deleted.
- 13 Applicable Law. This Agreement shall be subject to and governed by the laws of the State of Nebraska.
- 14 Parties Bound by this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.
- 15 Notices. All notices provided for under this Agreement shall be in writing and sufficient of sent by registered mail or national overnight delivery service to the address that a party shall specify in writing to the other party.
- 16 Previous Agreement. This Agreement shall supercede and all previous agreements between the parties whether in writing or otherwise.
- 17 Assignment. This agreement may be assigned by AGT. Facility shall not assign its rights or obligations under this Agreement without the prior written consent of AGT
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

Advanced Gaming Technologies Inc.

BY: John Hassett
ITS: President

That Place Eatery
("Facility")

BY: [Signature]
ITS: _____

Deb Houghtaling

Fred Uhe
Chief Deputy

Sarpy County Clerk

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

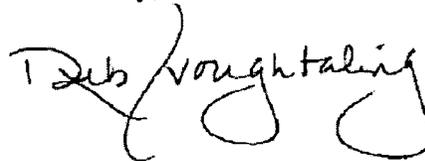
August 16, 2012

Nebraska Department of Revenue
Charitable Gaming Division
PO Box 94855
Lincoln, NE 68509-4855

RE: County Lottery Sales Outlet Location Application – ABCS, Inc. dba That Place Eatery

Enclosed is form 50G for ABCS, Inc. dba That Place Eatery approved and signed by the Sarpy County Board Chairman on August 14, 2012.

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosures (2)
DH/kk