

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License
Class: D

License Number:
125208



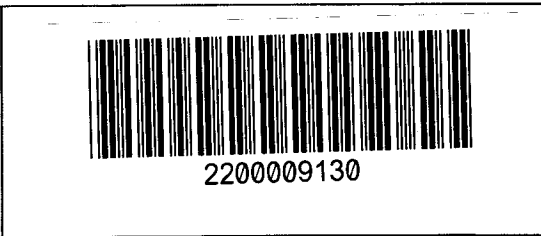
Office Use Only
NEW (REPLACING) 047407 TOP Yes No
Hot List Yes No Initial: HV

PLEASE READ CAREFULLY

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

APPLICANT NAME Wilkinson Development, Inc.
TRADE (DBA) NAME Fat Dogs Lexington
PREVIOUS TRADE (DBA) NAME Fat Dogs Lexington
CONTACT NAME AND PHONE NUMBER James Riewe - 308-539-2843
CONTACT EMAIL ADDRESS jriewe@wilkco.com

8/18/22 PayPort
\$400
rcvd 8/22/22



DIRECTIONS

Each item must be included with your application

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

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

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

- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY**
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES _____ NO _____
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES _____ NO _____
 - J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
 - AB BEER, ON AND OFF SALE
 - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
 - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
 - Class K Catering endorsement (Form 106 and \$100 application fee) expires with underlying retail license
 - Class G Growler endorsement (Form 165 and \$300 application fee) – Class C licenses only
- **Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES _____ NO^x _____

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

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

Name _____ Phone Number _____

Firm Name _____

Email address _____

Should we contact you with any questions on the application? YES _____ NO _____

PREMISES INFORMATION

Trade Name (doing business as) Fat Dogs Lexington

Street Address 2607 Plum Creek Pkwy.

City Lexington County Dawson - 18 Zip Code 68850 - 2817

Premises Telephone number 308-532-3090 Ext. 4

Business e-mail address jriewe@wilkco.com

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

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

Check if same as premises

Name Wilkinson Development, Inc.

Street Address P.O. Box 768

City North Platte State Nebraska Zip Code 69103 - 0768

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

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

Building length 90' x width 80' in feet

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

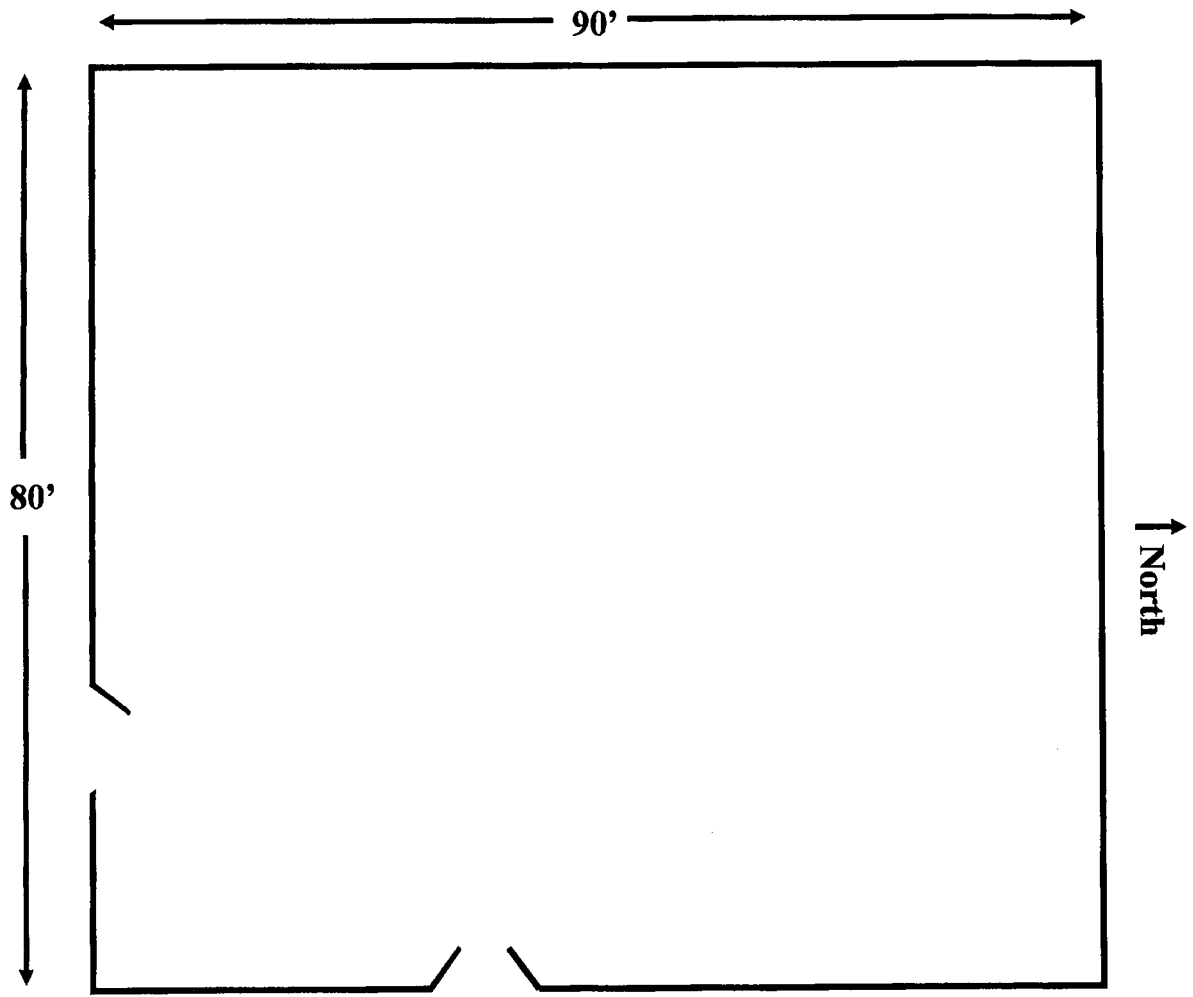
Is there an outdoor area? Yes No If yes, length _____ x width _____ in feet

Number of floors of the building 1

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

SEE ATTACHED
Form 100
Page 4a Building Diagram

Building Diagram - Fat Dogs Lexington



APPLICANT INFORMATION

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

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

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

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

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

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

YES _____ NO

If yes, provide business name and license number Mid Plains Food & Lodging D-47407 (Fat Dogs Lexington)

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

YES _____ NO

If yes, give name of business and liquor license number Mid Plains Food & Lodging D-47407 (Fat Dogs Lexington)

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

_____ YES NO

If yes

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

a) Submit a copy of the business purchase agreement _____

b) Include a list of alcohol being purchased, list the name brand, container size and how many _____

c) Submit a list of the furniture, fixtures and equipment _____

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

_____ YES NO

If yes, list the lender(s) _____

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

_____ YES NO

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

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

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

_____ YES NO

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

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

_____ YES NO

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

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

_____ YES NO

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

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

First Interstate Bank; Mark Wilkinson, Clarine Eickhoff

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.

See Attached #11a

#11 a

Licensee:

Mid Plains Food & Lodging

Premises:

- D-114754 Fat Dogs Grand Island - Mark Wilkinson
- CK-122689 Holiday Inn Express North Platte - Mark Wilkinson
- CK-118086 Best Western Plus North Platte - Mark Wilkinson
- D-47407 Fat Dogs Lexington - Mark Wilkinson
- D-114753 Fat Dogs Lincoln - Mark Wilkinson
- D-44366 Fat Dogs Sidney - Mark Wilkinson
- D-35599 Fat Dogs North Platte - Mark Wilkinson
- D-44365 Fat Dogs Ogallala - Mark Wilkinson
- D-123640 Timesaver #3 - Mark Wilkinson
- D-123639 Timesaver #7 - Mark Wilkinson
- D-124084 Fat Dogs North - Mark Wilkinson

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

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

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
James K. Riewe	08/2019	Nebraska Alcohol Server/Seller Cert.
James K. Riewe	02/2017	Nebraska on Premises Responsible Serving

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
James K. Riewe	2015-Current	Fat Dogs C-Stores Nebraska
James K. Riewe	2007-2015	Shopko Stores - North Platte, NE
James K. Riewe	2005-2007	Wal Mart Stores - Sioux City, IA

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

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

Lease expiration date _____
 Deed
 Purchase Agreement

14. When do you intend to open for business? Open

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

16. What are the anticipated hours of operation? 24 Hours

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
North Platte, Nebraska	2009	Current	North Platte, Nebraska	2009	Current

If necessary, attach a separate sheet


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

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

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

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

Must be signed by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public (YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)



Signature of **APPLICANT**

(Do not sign until in the presence of the Notary Public)

Marie Wilkerson

Printed Name of **APPLICANT**

State of Nebraska, County of Lincoln

The foregoing instrument was acknowledged before me this

Sept 16, 2022

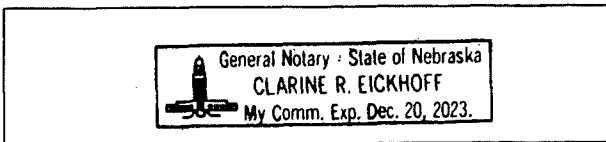
(Date)

By Mark Wilkerson

Name of person(s) signing document in front of Notary

Clarine R Eickhoff

Notary Public Signature



Signature of **SPOUSE**

(Do not sign until in the presence of the Notary Public)

Printed Name of **SPOUSE**

State of Nebraska, County of _____

The foregoing instrument was acknowledged before me this

(Date)

By _____

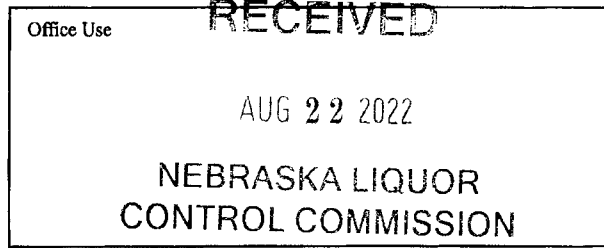
Name of person(s) signing document in front of Notary

Notary Public Signature



**APPLICATION FOR LIQUOR LICENSE
CORPORATION
INSERT - FORM 3a**

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



Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License Form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Incorporation

Name of Registered Agent: Mark Wilkinson

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

Wilkinson Development, Inc.

Corporation Address: P.O. Box 768

City: North Platte State: NE Zip Code: 69103 - 0768

Corporation Phone Number: 308-532-3090 Fax Number: 308-532-1653

Total Number of Corporation Shares Issued: 0

Name and notarized signature of President/CEO (Information of president must be listed on following page)

Last Name: Wilkinson First Name: Mark MI: D

Home Address: 405 Sandpiper Way City: North Platte

State: NE Zip Code: 69101 Home Phone Number: 308-530-0714

[Handwritten Signature]
Signature of President/CEO

ACKNOWLEDGEMENT

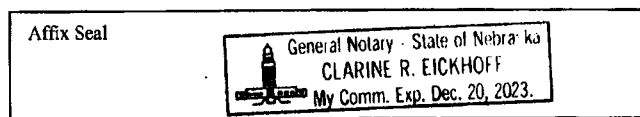
State of Nebraska
County of Lincoln

The foregoing instrument was acknowledged before me this

8/15/22

by Mark Wilkinson
name of person acknowledge

Date
Clarine R Eickhoff



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

Last Name: Wilkinson First Name: Mark MI: D

[Redacted]

Title: President Number of Shares _____

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

Spouse Social Security Number: n/a Date of Birth: n/a

Last Name: Wilkinson First Name: Gilbert MI: E

[Redacted]

Title: Vice President Number of Shares 0

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

Spouse Social Security Number: n/a Date of Birth: n/a

Last Name: Eickhoff First Name: Clarine MI: R

[Redacted]

Title: Secretary/Treasurer Number of Shares 0

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

[Redacted]

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Is the applying corporation controlled by another corporation/company?

YES

NO

If yes, complete controlling corporation insert form 185

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

Starting Date: January

Ending Date: December

Is this a Non-Profit Corporation?

YES

NO

If yes, provide the Federal ID # _____

Nebraska Secretary of State

WILKINSON DEVELOPMENT, INC.

Wed Aug 24 07:18:57 2022

SOS Account Number

0464341

Status

Active

Principal Office Address

214 E 5TH ST
PO BOX 768
NORTH PLATTE, NE 69103
USA

Registered Agent and Office Address

MARK WILKINSON
214 E 5TH ST
PO BOX 768
NORTH PLATTE, NE 69102

Nature of Business

REAL ESTATE DEVELOPMENT

Entity Type

Domestic Corp

Date Filed

Nov 01 1978

Next Report Due Date

Jan 01 2024

Corporation Position	Name	Address
President	MARK WILKINSON	214 E 5TH ST PO BOX 768 NORTH PLATTE, NE 69103 USA
Secretary	CLARINE EICKHOFF	214 E 5TH STREET NORTH PLATTE, NE 69101
Treasurer	CLARINE EICKHOFF	214 E 5TH STREET NORTH PLATTE, NE 69101
Director	CLARINE EICKHOFF	215 E 5TH STREET PO BOX 768 NORTH PLATTE, NE 69101
Director	GILBERT WILKINSON	214 E 5TH ST PO BOX 768 NORTH PLATTE, NE 69103 USA

Corporation Position	Name	Address
Director	MARK WILKINSON	214 E 5TH ST PO BOX 768 NORTH PLATTE, NE 69103 USA

Associated Entities

Account Number	Name	Type	Status
2012162947	FAT DOGS	Trade Name	Active
2101002573	FAT DOGS WITH DOG IN SQUARE	Service Mark	Active
2011159032	GIRTH MATTERS	Trade Name	Active
2207149290	NEBRASKA BORN & BREWED	Service Mark	Active
2011159028	YOU ARE NOWHERE	Trade Name	Active

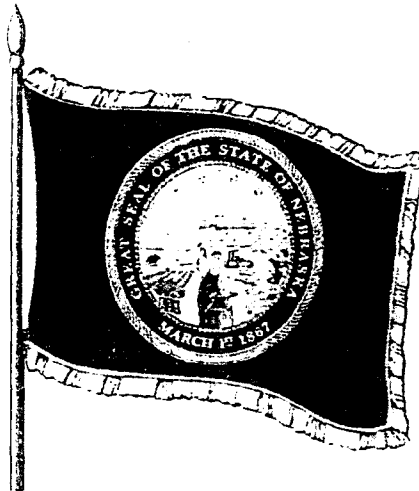
Filed Documents

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

Document	Date Filed	Price	
Articles Perpetual	Nov 01 1978	\$2.25 = 5 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	Jul 18 1986	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Amendment/New Name	May 30 1991	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Jul 12 1991		
Change of Agent or Office	Sep 05 1991	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Feb 01 1999	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	Mar 13 2000	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Mar 14 2000	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Apr 10 2001	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Apr 01 2002	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now

STATE OF

NEBRASKA



United States of America,
State of Nebraska } ss.

Department of State
Lincoln, Nebraska

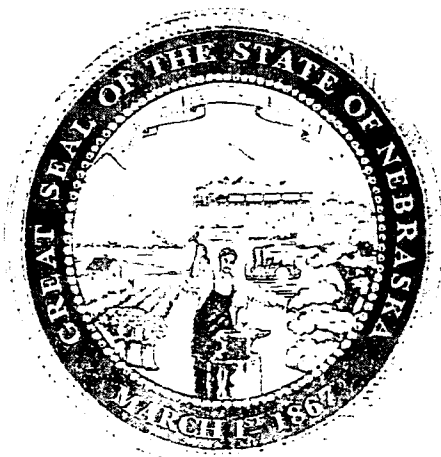
I, John A. Gale, Secretary of State of Nebraska do hereby certify;

WILKINSON DEVELOPMENT, INC.

was duly incorporated under the laws of this state on November 1, 1978 and do further certify that no occupation taxes assessed are unpaid and no biennial reports are delinquent; articles of dissolution have not been filed and said corporation is in existence as of the date of this certificate.

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the State
of Nebraska on October 8, 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.

VI 947

MAY 30 1991

48223 2822
FILED AND RECORDED ON THE 21st
9-12 page 199
By G. R. K.

Office of County Clerk
Lincoln County, Nebr.
FILED FOR RECORD

JUN 04 1991

at 9:45 o'clock A.M. and recorded in
Vol. 17 of page 25 File
Lincoln County, Neb.
[Signature]

ARTICLES OF AMENDMENT
TO
THE ARTICLES OF INCORPORATION
OF
SCHAD-WILKINSON TRADE-IN CO., INC.
NOW
WILKINSON DEVELOPMENT, INC.
of State

Pursuant to the provisions of Neb. Rev. Stat. §21-2060, of the Nebraska Business Corporation Act, the undersigned corporation hereby adopts the following Articles of Amendment to its Articles of Incorporation, amending the Articles of Incorporation in the manner hereinafter set forth, as authorized by all directors and shareholders entitled to vote on such amendment of the Articles of Incorporation, upon notice thereof:

ARTICLE 1

The present name of the Corporation is: Schad-Wilkinson Trade-In Co., Inc.

The proposed new name of the corporation is: Wilkinson Development, Inc.

ARTICLE 2

The Amendments to the Articles of Incorporation, so adopted, are as follows: That Article -1- of the Articles of Incorporation be deleted in its entirety and replaced with the following:

"ARTICLE 1

That the name of the corporation shall be Wilkinson Development, Inc."

ARTICLE 3

The Amendments were adopted by the shareholders of the corporation on the 20th day of October, 1978. Written consent has been given by all of the directors and by the holders of all shares.

ARTICLE 4

This Amendment effects no change in the amount of stated capital of the corporation.

DATED: March 22, 1991.

SCHAD-WILKINSON TRADE-IN CO., INC.,
now WILKINSON DEVELOPMENT, INC.

By: *[Signature]*
Mark Wilkinson, President

ATTEST:

[Signature]
Lynn D. Wilkinson, Secretary

MINUTES OF SPECIAL MEETING OF BOARD OF DIRECTORS

Company: Wilkinson Development, Inc. and Mid-Plains Food and Lodging, Inc.
Place: Offices of Company, 214 E. 5th St., North Platte, NE
Time: 9:00AM
August 2, 2022

Members present constituting all members of the company and by their presence waiving notice of meeting:

Mark D. Wilkinson
Gilbert E. Wilkinson
Clarine R. Eickhoff

Meeting called to order by Mark Wilkinson, President, who presided as chairman of the meeting.
Meeting was recorded by Clarine Eickhoff, Secretary.
The Board of Directors by unanimous vote passed and adopted as the activist company and resolution following hereto a numbered resolution 2022-08.

RESOLUTION 22-08


Resolved, that the board of directors voted unanimously to approve transitioning the Mid-Plains Food and Lodging, Inc. liquor interests to Wilkinson Development, Inc. and Grand Island Fat Dogs, LLC. for each respective premise/location owned by Wilkinson Development, Inc. and Grand Island Fat Dogs, LLC.


Mid-Plains Food and Lodging, Inc inventory will be purchased by each respective entity. Financial records to account for the sale at the time of the liquor license being issued.

There being no further business to act upon, motion and duly made and seconded to adjourn.
Motion carried.


Clarine Eickhoff, Secretary

ATTEST:


Mark D. Wilkinson, President


Gilbert E. Wilkinson

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use
RECEIVED
AUG 22 2022
NEBRASKA LIQUOR CONTROL COMMISSION

FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, **spouse must:**

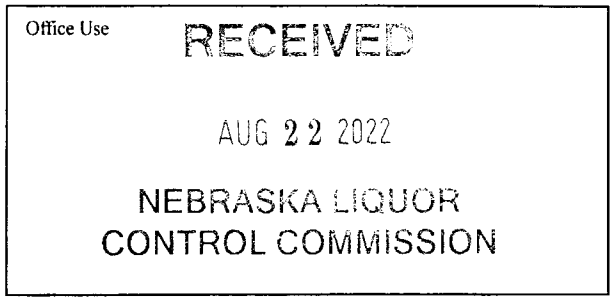
- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the **spouse must:**

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: Wilkinson Development, Inc.

Premise information

Liquor License Number: 47407 Class Type D (if new application leave blank)

Premise Trade Name/DBA: Fat Dogs Lexington

Premise Street Address: 2607 Plum Creek Pkwy.

City: Lexington County: Dawson Zip Code: 68850-2017

Premise Phone Number: 308-532-3090 Ext. 4

Premise Email address: jriewe@wilkco.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).


SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

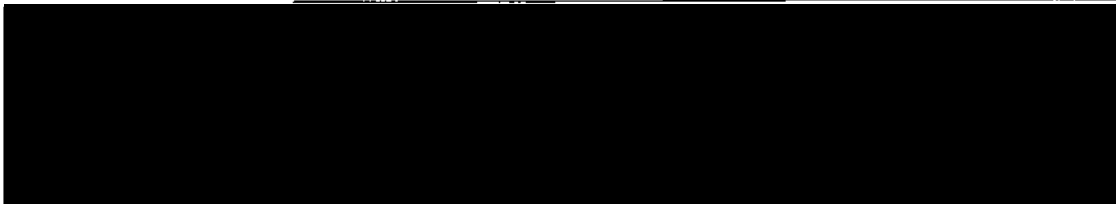
Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Riewe First Name: James MI: K

Home Address: 107 North Elder Ave

City: North Platte County: NE Zip Code: 69101

Home Phone Number: 308-539-2843



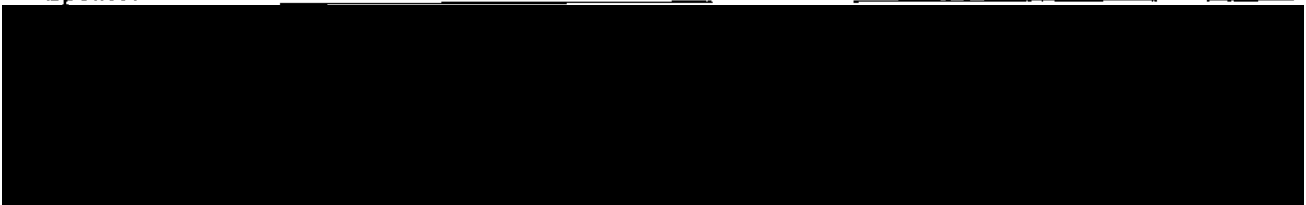
Email address: jriewe@wilkco.com

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

[X] YES [] NO

Spouse's Information

Spouses Last Name: Riewe First Name: Lori MI: A



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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
North Platte, NE	2009	Current	North Platte, NE	2009	Current

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2015	2022	Wilkinson Development	Mark Wilkinson	308-530-0714
2005	2015	Shopko Stores, Inc.	Tom Abbott	308-534-2441

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

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

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

YES NO

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

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

YES NO

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

*NLCC Training Certificate Issued: 119878 Name on Certificate: Jim Riewe

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
James Riewe	08-16-2022	Hospitality Exam

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
James Riewe - President	2015-Current	Fat Dogs Travel Centers all of Nebraska
James Riewe - Dist. Mgr	2013-2015	Shopko Stores, Inc. - Green Bay, WI
James Riewe - Str Mgr	2009-2013	Shopko Stores, Inc. - North Platte, NE
James Riewe - Str Mgr	2007-2009	Wal Mart Stores, Inc. - Sioux City, IA
James Riewe - Co Mgr	2003-2007	Wal Mart Stores, Inc. - Sioux Falls, SD
James Riewe - Asst Mgr	2001-2003	Wal Mart Stores, Inc. - Sioux Falls, SD

5. Have you enclosed form 147 regarding fingerprints?

YES NO

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. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

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



Signature of Manager Applicant

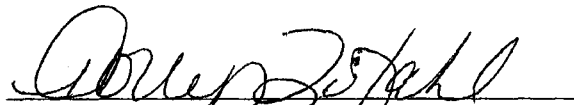


Signature of Spouse

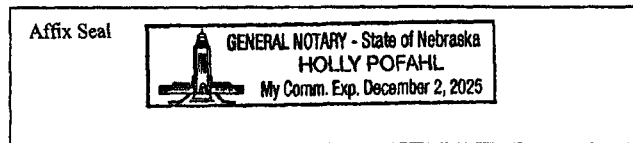
ACKNOWLEDGEMENT

State of Nebraska
County of LINCOLN The foregoing instrument was acknowledged before me this

July 25, 2022 by JAMES K. RIENE + LORI A. RIENE
date NAME OF PERSON BEING ACKNOWLEDGED



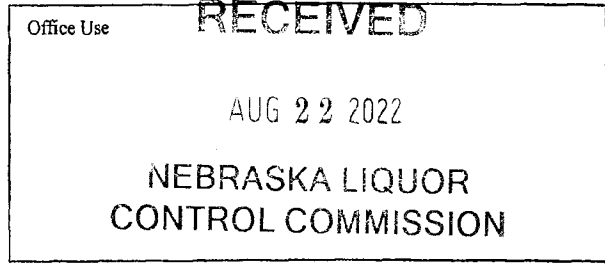
Notary Public signature



In compliance with the ADA, this application 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.nebraska.gov



LR I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

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

Lori A. Riewe
Signature of **NON-PARTICIPATING SPOUSE**
Lori A. Riewe
Print Name

James Riewe
Signature of **APPLICANT**
James Riewe
Print Name

State of Nebraska, County of LINCOLN

State of Nebraska, County of LINCOLN

The foregoing instrument was acknowledged before me
this JULY 25, 2022 (date)

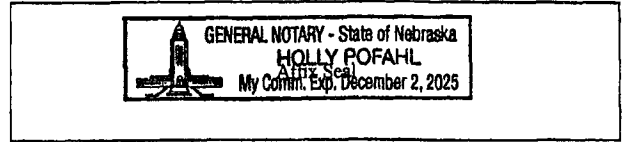
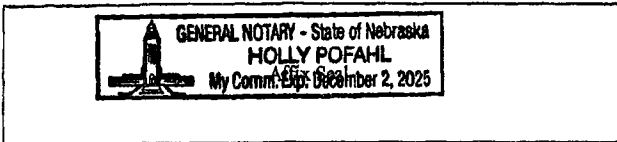
The foregoing instrument was acknowledged before me
this JULY 25, 2022 (date)

by LORI A. RIEWE
Name of person acknowledged
(Individual signing document)

by JAMES RIEWE
Name of person acknowledged
(Individual signing document)

Holly Pofahl
Notary Public Signature

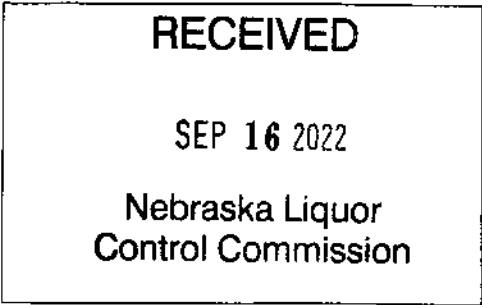
Holly Pofahl
Notary Public Signature



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

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

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



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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

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

Trade Name FAT DOGS LEVINGTON

Name of Person Being Fingerprinted: Mark Wilkinson

Date fingerprints were taken: SEPTEMBER 9, 2022

Location where fingerprints were taken: North Platte: Troop D Headquarters

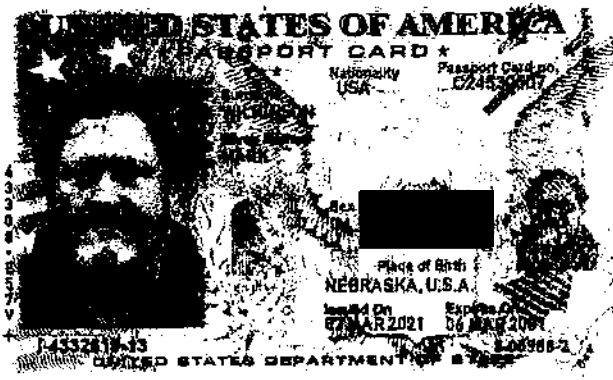
How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

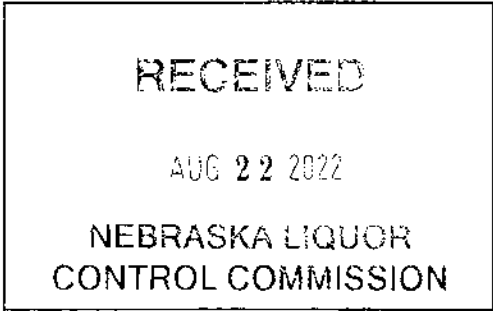


SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



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

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
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It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****

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

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

Trade Name Fat Dogs

Name of Person Being Fingerprinted: James Riewe

Date fingerprints were taken: 8-20-2019

Location where fingerprints were taken: North Platte: Troop D Headquarters

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

A handwritten signature in black ink, appearing to read "James Riewe". The signature is written over a horizontal line.

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

Certificate of Completion

This is to certify that

Jim Riewe

has successfully completed the following
HOSPITALITYexam.com course and examination

Course Name: Nebraska Alcohol Server/Seller Certification

Edward D McLean, Administrator
www.HOSPITALITYexam.com

Date: 08/16/2022
Expiration: 36 Months
Certificate #: 119878
Birth Date: 01/05/1965

Precinct: 09 North Platte Precinct 9

Polling Place: Party: REP

Messiah Lutheran Church - 9th

2700 West A

Enter in the West Door for 9th Precinct

North Platte

U.S. Congressional District 3

Legislative District 42

Commissioner - Dist 1

NP City Council Ward 3

North Platte SD #1-Ward 3

Lincoln County, State of Nebraska

3510232

James K Riewe

107 N Elder Ave

North Platte, NE 69101

WALLET SIZE • FOLD HERE

2022 Jan 14 PM 12:29

Alan K. Huysen

REGISTER OF DEEDS

Fee: \$40.00 By JG

From: HART & HUYSER, P.C., L.L.O.

*Lexington
JC - Stan*

THIS INSTRUMENT PREPARED BY:
Security First Bank Loan Department
818 Avenue F
PO Box 10
Cozad, NE 69130-0000

AFTER RECORDING RETURN TO:
Loan Department
818 Avenue F
PO Box 10
Cozad, NE 69130-0000

(Space Above This Line For Recording Data)

LOAN NUMBER: 500012737

COMMERCIAL REAL ESTATE DEED OF TRUST
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE DEED OF TRUST

This COMMERCIAL REAL ESTATE DEED OF TRUST ("Security Instrument") is made on January 13, 2022 by the grantor(s) WILKINSON DEVELOPMENT, INC, a Nebraska Corporation, a non-individual entity, whose address is PO BOX 768, NORTH PLATTE, Nebraska 69103-0768 ("Grantor"). The trustee is Security First Bank, whose address is 5505 Red Rock Lane, Lincoln, NE 68516 ("Trustee"). The beneficiary is Security First Bank - Cozad whose address is 818 Avenue F, PO Box 10, Cozad, Nebraska 69130 ("Lender"), which is organized and existing under the laws of the State of Nebraska. Grantor owes Lender the principal sum of Six Million Two Hundred Sixteen Thousand Nine Hundred Fifty-eight and 00/100 Dollars (U.S. \$6,216,958.00), which is evidenced by the promissory note dated January 13, 2022. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of \$9,000,000.00, ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Dawson, State of Nebraska:

Address: 2607 Plum Creek Parkway, Lexington, Nebraska 68850

Legal Description: The Land referred to herein below is situated in the County of Dawson, State of Nebraska, and is described as follows:

TRACT 1:

Lot 1, Holiday Plaza Subdivision to the City of Lexington, Dawson County, Nebraska, EXCEPT that part platted as Commerce Road in the Final Plat of Commerce First Addition to the City of Lexington, Dawson County, Nebraska.

TRACT 2:

Lot three (3), Holiday Plaza Subdivision, in the City of Lexington, Dawson County, Nebraska.

TRACT 3:

A tract of land located in the North Half of the Southwest Quarter of Section 17, Township 9 North, Range 21 West of the 6th P.M., in the City of Lexington, Dawson County, Nebraska, more particularly described as follows, to-wit: Commencing at a point 300 feet North of the Southeast corner of said North Half of the Southwest Quarter, thence north 200 feet; thence West 500 feet parallel to the South line of said North Half of the Southwest Quarter, thence South 200 feet parallel to the East line of said North Half of the Southwest Quarter; thence East 500 feet parallel to the South line of said North Half of the Southwest Quarter to the place of beginning, EXCEPT tracts of land conveyed to the State of Nebraska at Deed Book 98 Page 10 and Deed Book 111, Page 165, and to the State of Nebraska Department of Roads at Deed Book 139, Page 227; AND EXCEPT the South 20 feet of the above described land, excepting, however the West 200 feet thereof, conveyed to the City of Lexington, Nebraska at Inst. 2007-1525; AND EXCEPT one half of all mineral and oil rights, and easements in favor of the estate of said minerals and oil.

TRACT 4:

of the out

P.M., Dawson County, Nebraska, more fully described as follows:

Referring to the South One-Sixteenth Corner of Section 17, Township 9 North, Range 21 West of the 6th P.M., Dawson

County, Nebraska; thence North (an assumed bearing), and along the East Line of the Southwest Quarter of said Section

17, a distance of 300.00 feet; thence S 88 degrees03'00" W, a distance of 300.00 feet, to the Point of Beginning; thence continue

S 88 degrees03'00" W, a distance of 200.00 feet; thence South, and parallel to the East Line of the Southwest Quarter of said

Section 17, a distance of 250.00 feet; thence N 88 degrees03'00" E, a distance of 200.00 feet; thence North, and parallel to the

East Line of the Southwest Quarter of said Section 17, a distance of 250.00 feet, to the place of beginning.

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from WILKINSON DEVELOPMENT, INC and MARK WILKINSON to Security First Bank - Cozad, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

FUTURE ADVANCES. To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

CROSS COLLATERALIZATION. It is the expressed intent of Grantor to use this Security Instrument to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Grantor.

CONSTRUCTION LOAN AGREEMENT. This Security Instrument is made in conjunction with a Construction Loan Agreement dated the same date as this Security Instrument and is subject to all of the provisions of the Construction Loan Agreement as if those provisions were fully set forth in this Security Instrument and made a part of it.

WARRANTIES. Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Grantor is lawfully seized of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

connection with the Property. Further, Grantor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

Payment of Taxes and Other Applicable Charges. Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

Financial Information. Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Grantor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Grantor is not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of

increase or change the amount of such payments.

GRANTOR'S ASSURANCES. At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Grantor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Grantor for the benefit of Grantor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership, or management of Grantor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE LENDER SHALL PROVIDE ALL STATUTORILY REQUIRED NOTICES OF SALE AND NOTICES OF JUDICIAL HEARINGS BEFORE LENDER EXERCISES ANY OF ITS RIGHTS UNDER THIS INSTRUMENT.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided. The Trustee shall apply the proceeds of the Trustee's sale, first, to the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's fees actually incurred; second, to payment of the obligation secured by the trust deed; third, to the payment of junior trust deeds, mortgages, or other lienholders and the balance, if any, to the person or persons legally entitled thereto. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

SUBSTITUTE TRUSTEE. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Grantor.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. A copy of any notice shall be sent to each party at the address of the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Grantor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

REQUEST FOR NOTICES: Grantor requests that copies of the notice of default and notice of sale be sent to the address of each party given at the beginning of the Security Instrument.

TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Grantor waives all appraisement rights relating to the Property to the extent permitted by law.

LENDER'S EXPENSES. Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW. This Security Instrument will be governed by the laws of the State of Nebraska including all proceedings arising from this Security Instrument.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

UNIFORM COMMERCIAL CODE (U.C.C.) Grantor agrees that this Security Instrument shall suffice as a financing statement and may therefore be filed of record as a financing statement for the purposes of Article 9 of the Uniform Commercial Code. Grantor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

CONSTRUCTION FIXTURES. This Security Instrument shall constitute a security agreement as defined in the Uniform Commercial Code (the "Code"), and Grantor hereby grants to Lender a security interest within the meaning of the Code in favor of Lender in all of Grantor's now owned and hereafter acquired goods, building materials, supplies, inventory, equipment, accounts, contract rights, instruments, documents, chattel paper, general intangibles and personal property located at, upon, or in any way related to the construction of improvements or the development or use of the Property. Additionally, this Security Instrument is a "construction mortgage" as this term is defined in the Code because it secures an obligation incurred for the construction of an improvement on land. Lender shall have all of the rights and remedies provided by the Code, including the right to file any financing statements required under the Code and the right to proceed under the Code provisions governing default as to any personal property separately from the real estate included herein, or to proceed as to all of the property included in the Property in accordance with its rights and remedies in respect of said real estate.

ENTIRE AGREEMENT OF THE PARTIES. This agreement, including all agreements referred to or incorporated into this agreement, constitutes the entire agreement between the parties relating to the subject matter of this agreement. This agreement supersedes all prior oral or written agreements, commitments, and understandings between the parties relating to the subject matter of this agreement and cannot be changed or terminated orally, and shall be deemed effective as of the date noted above.

WILKINSON DEVELOPMENT, INC

[Signature] 1/13/22

By: MARK WILKINSON

Date

Its: President

BUSINESS ACKNOWLEDGMENT

STATE OF NEBRASKA)

COUNTY OF *Lincoln*)

This instrument was acknowledged on the 13th day of January, 2022, by MARK WILKINSON, President on behalf of WILKINSON DEVELOPMENT, INC, a Nebraska Corporation, who personally appeared before me.

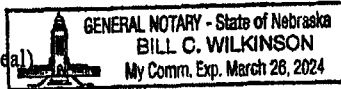
In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: *March 26, 2024*

[Signature]

Notary Public
Identification Number

(Official Seal)



Rev. July 25, 2022

BUSINESS PLAN

for similar owner Mark Wilkinson
Liquor Sales & Service

Wilkinson Development, Inc

47-0607621

dba Fat Dogs Travel Centers

I-80 locations in Sidney, Ogallala, North Platte (2), Lexington, Grand Island, Lincoln

GRAND ISLAND FAT DOGS, LLC

47-0771979

dba Time Saver #3 (North) & Time Saver #7 (South)

3220 South Jeffers, North Platte, NE

1220 South Dewey, North Platte, NE

Mid-Plains Food and Lodging, Inc.

47-0771979

Holiday Inn Express at 300 Holiday Frontage Rd, North Platte, NE

Wilkinson Lodging dba Best Western Plus

47-0940721

3201 S. Jeffers, North Platte, NE

Wilkinson Development, Inc owns Grand Island Fat Dogs, LLC. Shareholders are Mark Wilkinson and Gilbert Wilkinson at 84% and 16% at the date of this business plan. Wilkinson Development, Inc was established in 1978 in the State of Nebraska. Wilkinson Development owns and operates truck stops and c-stores in Nebraska under the trade name of Fat Dogs. Grand Island Fat Dogs, LLC owns and operates c-stores in Nebraska under the trade name of Time Saver. Wilkinson Development, Inc. owns an entity Mid-Plains Food and Lodging, Inc. Previously, Mid-Plains Food and Lodging, Inc., leased space from both above mentioned entities to sell alcoholic beverages in the form of packaged beer, wine, and spirits. Our company is growing and we need to simplify the bookkeeping aspect of our business and eliminate the agreement between MidPlains Food and Lodging and Grand Island Fat Dogs and Wilkinson Development, Inc. Wilkinson Development, Inc will now be the liquor license holder for all Wilkinson Development owned locations operating Fat Dogs. Grand Island Fat Dogs LLC will now be the liquor license holder for all Grand Island Fat Dogs locations operating Time Savers. Wilkinson Development Inc and Grand Island Fat Dogs LLC are operated by employees under the employing entity Wilkinson

Development Inc. The entity of Grand Island Fat Dogs, LLC and Wilkinson Development, Inc. are operating under the agreement that Wilkinson Development will employ all employees and issue checks and pay liabilities where applicable. Grand Island Fat Dogs will reimburse Wilkinson Development Inc for expenses associated with payroll costs and all employees at all locations will abide by the handbook and regulations required of all employees in regards to the sale of alcoholic beverages.

Mid Plains Food and Lodging Inc will continue to be a liquor license holder for their business location at the North Platte Holiday Inn Express, North Platte, NE. Additionally, in a separate application Mid Plains Food and Lodging Inc will relinquish its rights to the liquor business at Wilkinson Lodging location at the Best Western Plus in North Platte. Wilkinson Lodging, LLC also owned by Mark Wilkinson will be applying for its separate liquor license for the sale of alcoholic beverages at Wilkinson Lodging, LLC.

Wilkinson Development, Inc will utilize the same banking account as current operations for the Fat Dogs business for fuel and cstore sales and now include alcohol sales.

Grand Island Fat Dogs LLC will utilize the same banking account as current operations for Time Saver business for fuel and cstore sales and now include alcohol sales.

MidPlains Food and Lodging, Inc. will utilize the same banking account as current operations for the Catering business for sales at Holiday Inn Express. MidPlains Food and Lodging will continue to rent space from North Platte Lodging at the Holiday Inn Express. MidPlains Food and Lodging is operated by employees under the employing entity Mid Plains Food and Lodging. MidPlains Food and Lodging will have a catering license for off site events, meetings for hire.

Wilkinson Lodging, LLC dba Best Western Plus will operate all liquor sales on their own liquor license at the 3201 S. Jeffers, North Platte, NE location. Wilkinson Lodging dba Best Western Plus is owned by Mark Wilkinson and operated by employees under the Employing Entity Wilkinson Lodging.

Wilkinson Lodging, LLC will sale beer from their sundry shoppe, when applicable the manager's reception, and meetings/events held in the meeting space located at the Best Western Plus.

All financial statements will be housed under the appropriate entity for liquor sales and cost of goods. Financials to be housed at 214 E. 5th St, North Platte. All profits will assist in paying of the expenses and mortgages for the entity listed on the liquor license.

All previous lease agreements will be terminated as of the date of the new liquor license is in effect for each location. North Platte Lodging and MidPlains Food and Lodging Inc liquor license will remain in effect based on the terms of the current agreement.

James Riewe and Jeff Boeka will be liquor managers respectively based on the locations they oversee and as stated in the liquor license application for each location and will abide by the laws and regulations of the State of Nebraska. All sales to coincide with regular operating hours of each location and any special event permit where applicable.

Clarine Eickhoff,
Secretary / Treasurer
Wilkinson Development, Inc.