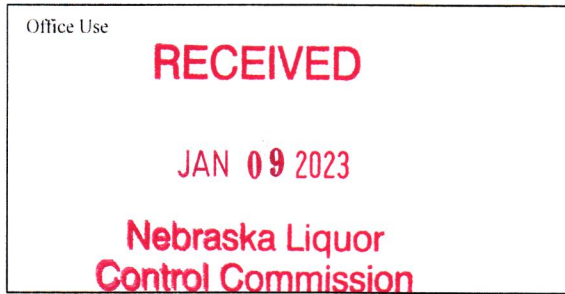


**APPLICATION FOR ADDITION
TO LIQUOR LICENSE**

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



Application:

- **Must include processing fee of \$45.00 check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport**
- **Must include a copy of the lease or deed showing ownership of area to be added. This is still required even if it's the same as on file with original application**
- **Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north.
NO BLUE PRINTS**
- **May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body**
- **Check with your local governing body for any additional requirements that may be necessary in making this request for addition**

ny

LIQUOR LICENSE # 125208 CLASS TYPE D

LICENSEE NAME WILKINSON DEVELOPMENT INC

TRADE NAME FAT DOGS LEXINGTON

PREMISE ADDRESS 2607 PLUM CREEK PKWY

CITY LEXINGTON ZIP CODE 68050 COUNTY DAWSON

CONTACT PERSON JIM RIEWE

PHONE NUMBER OF CONTACT PERSON 308-539-2843

EMAIL ADDRESS OF CONTACT PERSON jriewe@wilko.com

~~No fees~~
1/11/23 PayPort \$45.00
ny



1. What is being added?

Explain the type of addition that is being requested, i.e. beer garden, adding to building

WE ARE PERFORMING A BULLD-OUT STARTING AT THE EXISTING WALL TO THE SOUTH + BULLDING SOUTH AN ADDITIONAL '72' - MAINTAINING E+W BOUNDARIES

2. Will this addition cause the location to be within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

YES NO

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

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

N/A

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).


Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

3. Include a sketch of the area to be added showing:
- ✓ existing licensed area with length & width in feet
 - ✓ area to be added with length & width in feet
 - ✓ direction north


4. If adding an outdoor area explain:
- ✓ type of fencing
 - ✓ height of fence
 - ✓ length & width of outdoor area in feet

12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances. Rule Chapter 2-012.07

I acknowledge under oath that the premises as added to comply in all respects with the requirements of the act. Neb Rev Stat §53-129

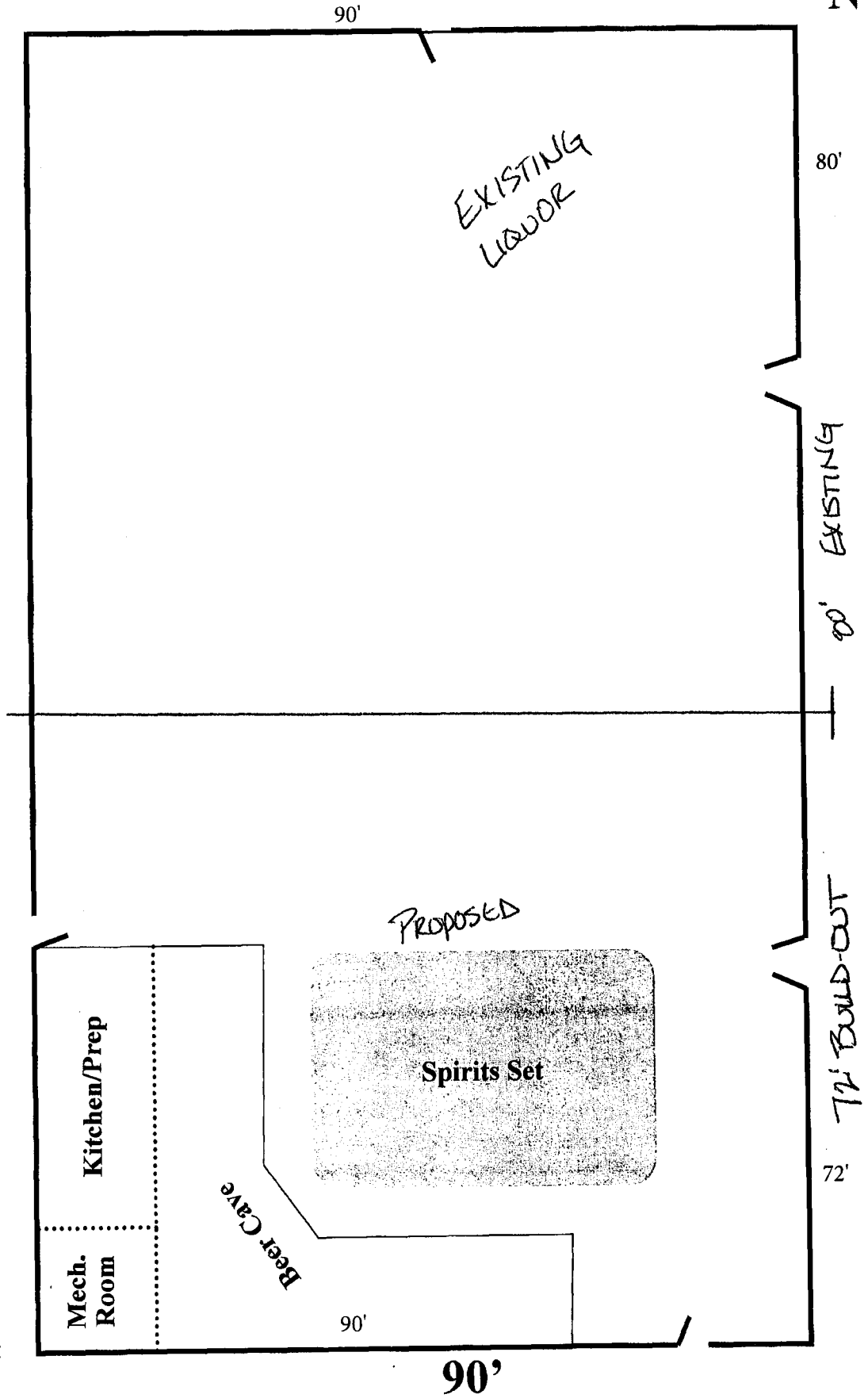

Signature of Licensee or Officer

State of Nebraska
County of LINCOLN The foregoing instrument was acknowledged before me this
DECEMBER 21, 2022 by MARK WILKINSON
Date name of person acknowledged (individual(s) signing document)


Notary Public signature

Affix Seal

FAT DOGS LEXINGTON



*No Basement
*Single Floor

2022 Jan 14 PM 12:29

Alison H. Huysler

REGISTER OF DEEDS

Fee: \$40.00 By JG

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

*Lexington
JC-stm*

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 degrees 03'00" W, a distance of 300.00 feet, to the Point of Beginning; thence continue

S 88 degrees 03'00" 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 degrees 03'00" 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 seised 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

inadequacy 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.

WILKINSON DEVELOPMENT, INC

By: MARK WILKINSON
Its: President

1/13/22

Date

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

Bill C. Wilkinson

Notary Public
Identification Number

(Official Seal)

