

PROSPECTUS

WILBER CZECH BREWERY COMPANY, LLC

Up to 5,200 Membership Units

Wilber Czech Brewery Company, LLC, a Nebraska limited liability company (the “Company”), is offering up to 5,200 membership units (each, a “Unit” or collectively, the “Units”) in the Company at a price of \$500.00 per Unit for a total of \$2,600,000 (the “Offering”). Investors purchasing a minimum of 200 Units (\$100,000 investment) will be appointed to the Board of Directors, unless the board appointment is otherwise waived by such investor. The Offering will terminate on the earlier of the sale of all Units or one year from the date of this Prospectus, unless sooner terminated or extended by the Company for up to one additional year upon registration with the Nebraska Department of Banking and Finance, Bureau of Securities (the “Department”).

All funds received from investors will be held in an interest-bearing escrow account (the “Escrow Account”) with Nebraska Title Company (the “Escrow Agent”), until we receive the minimum subscription amount of \$600,000 (the “Minimum Amount”). We will promptly return your investment to you if we do not raise the Minimum Amount by the close of the Offering. Subject to prior approval by the Department, our Board of Directors, in its sole discretion, may extend the Offering for up to one year. If we raise the Minimum Amount prior to the close of the Offering, all proceeds will be released to the Company from the Escrow Account and will be available to the Company for its use.

When the Minimum Amount is raised and the Escrow Agent releases such proceeds, members of the Board and other organizers will contribute or will have already contributed an aggregate \$62,670 in cash and/or property, in exchange for an aggregate 124 membership units. In addition, because the Company is in the development stage, the Department may require members of the Board to, and members of the Board are prepared to, contribute an additional aggregate amount of \$102,500 or more. They will also continue to provide services to the Company on an uncompensated basis.

The Units have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), in reliance on an exemption from registration for the offer and sale of securities on a wholly intrastate basis. **Accordingly, the Units will only be sold to bona fide residents of the State of Nebraska.** There is currently no existing public or other market for the Units and no such market will develop as a result of this Offering. The Company has no obligation to register the Units and no assurance can be given that the Units will be registered in the future. Consequently, purchasers of the Units offered hereby may not be able to sell such Units for an extended period of time, if ever.

These securities are speculative and involve a high degree of risk. If you purchase securities in this Offering, you should be prepared to sustain a loss of your entire investment. See the “Risk Factors” section at page 3 of this Prospectus for additional information.

Neither the United States Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this Prospectus. Any representation to the contrary is a criminal offense.

The Units acquired hereunder are restricted from being sold or otherwise transferred as set forth under “Description of Securities—Restrictions on Sales and Transfers”.

Each investor will be required to execute the Company’s Operating Agreement, a copy of which is

attached hereto as Exhibit A, pursuant to which all membership units are subject to the same rights, privileges, terms and conditions, except as otherwise described in this Prospectus and in the Operating Agreement. See “Description of Securities” for additional information.

	<u>Price to Public</u>	<u>Selling Commissions⁽¹⁾</u>	<u>Proceeds to Company</u>
Per Unit	\$500	\$0.00	\$500
Total	\$2,600,000	\$0.00	\$2,600,000 ⁽²⁾

(1) The Units will be sold on a “best efforts” basis on behalf of the Company through agents of the Issuer-Dealer registered with the Department to sell only the Company’s securities. Agents of the Issuer-Dealer will not receive commissions or compensation for their efforts. See “Plan of Distribution and Selling Securityholders” below for additional information.

(2) Before deducting estimated expenses of approximately \$27,600 related to this Offering payable by the Company.

No person has been authorized to give information or to make any representations other than those contained herein, and, if given or made, such information or representations must not be relied upon as having been authorized by us.

Neither the delivery of the Prospectus nor any sales made hereunder shall, under any circumstances, create an implication that the information contained herein is correct as of any time subsequent to the date of the Prospectus.

This Prospectus does not constitute an offer or solicitation to anyone in any state or jurisdiction other than the State of Nebraska.

The date of this Prospectus is July __, 2023
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PROSPECTUS SUMMARY

The following summary is qualified in its entirety by the more detailed information and financial information included elsewhere in this Prospectus. You should read the entire Prospectus carefully, especially the risks of investing in Units discussed under “Risk Factors.” The terms “Company,” “Issuer-Dealer,” “we,” “us,” “our,” and similar terms refer to Wilber Czech Brewery Company, LLC

The Company

Wilber Czech Brewery Company, LLC is a Nebraska limited liability company located in Wilber, Nebraska. Our mailing address is P.O. Box 277, Wilber, Nebraska 68465. The Company’s telephone number is (402) 578-1317. The Company was organized on March 12, 2021 for the purpose of establishing an authentic Czech micro-brewery and pub in Wilber, Nebraska (the “Brewery”). The Company remains a development stage enterprise. We have limited assets and no current operations apart from organizational and business planning activities.

The Offering

- Securities OfferedUp to 5,200 Units at a price of \$500.00 per Unit. Investors purchasing a minimum of 200 Units (\$100,000 investment) will be appointed to the Board of Directors, unless otherwise waived by such investor.
- Units Outstanding as of the
Date of this Offering270 membership units. ⁽¹⁾
- Units Outstanding
After OfferingAn aggregate of 4,930 membership units.⁽²⁾
- Plan of Distribution.....Units will be sold only to Nebraska residents on a “best efforts” basis through registered agents of the Issuer-Dealer. Agents of the Issuer-Dealer will not receive commissions or compensation for their efforts. See “Plan of Distribution and Selling Securityholders” below for additional information.
- Sale of Less Than Total
Number of UnitsAll funds will be held in the Escrow Account until we have received the Minimum Amount (\$600,000). We will promptly return your investment to you if we do not raise the Minimum Amount by the close of the Offering. The overall success of our business plan will be compromised if substantially less than the total offering is sold. See “Purpose of the Offering and Use of Proceeds” below for additional information.
- Term of OfferingThe Offering will continue until the earlier of the sale of all of the Units or one year from the date of this Prospectus, subject to our right to extend the Offering with the Department’s approval for one additional year.
- Use of Proceeds.....We estimate that our net proceeds from the sale of Units in this Offering, after deducting estimated offering expenses and registration fees, will be approximately \$2,550,000. We intend to use our net proceeds to build, equip and operate the Brewery. Specifically, we plan on using the net proceeds to design and construct a building in Wilber, Nebraska, acquire authentic Czech brewing equipment and ingredients, and engage an authentic Czech brew master to train our staff. See “Purpose of the Offering and Use of Proceeds” below for additional information.

- (1) Includes membership units issued to members of the Company’s Board of Directors, other organizers and subscribers to date.
- (2) Includes 124 membership units which have been or will be issued to organizers and Directors of the Company at \$500 per unit, in exchange for their contributions of cash or property.

RISK FACTORS

You should carefully consider the risks described below before making a decision to buy our Units. If any of the following risks actually occurs, our business could be materially harmed. In that case, the value of our Units could decline, and you may lose all or part of your investment. You also should refer to the other information in this Prospectus, including our financial statements and the related notes.

Risks Related to our Business and Industry

We do not have an operating history, and we own a limited amount of assets.

We formed our Company in March 2021. Since inception we have formed a Board of Directors, elected officers and conducted business research and planning. We have no operating history and no revenues. We have all of the risks inherent in establishing a new business, including limited capital, uncertain markets, lack of revenues, and potential competition from better capitalized companies. We have no control over general economic conditions, competitors' products, competitive pricing, customer demand, and costs of marketing or advertising to build and expand the business. Moreover, we anticipate we will incur net operating losses during the offering period because it is unlikely we will have a significant revenue stream during the term of the Offering.

There is no assurance that our activities will be successful or result in any revenues or profits to the Company, and the likelihood of any success must be considered in light of our early stage of development. These risks and our lack of operating history make it difficult to predict our future revenues or results of operations. As a result our financial results may fluctuate widely and fall below our expectations or the expectations of our investors. This could cause the book value of the Units to decline. Before investing, you should evaluate the risks, uncertainties, expenses, and difficulties frequently encountered by companies in early stages of development.

We may not be able to successfully execute our business plan.

If this Offering is successful in raising sufficient funds, we intend to develop, open and operate the Brewery in Wilber, Nebraska. Initially, we plan to use the net proceeds to construct the building for the Brewery. We also intend to use the net proceeds to purchase authentic Czech brewing equipment and ingredients and to engage an authentic Czech brew master to train our employees. The members of our Board do not have experience in owning or operating a brewery, and to date we have not hired any employees with such experience. Our success will depend heavily on our ability to hire, train and retain quality employees with experience in the brewing industry.

Delays or failures in opening the Brewery could have a material adverse effect on our business strategy, financial condition and results of operations. Further, our business may be negatively affected by:

- Delays caused by construction activities;
- Managing construction and development costs;
- Obtaining materials, equipment and labor at acceptable rates; and
- Securing required governmental approvals, permits, licenses (including construction and alcohol permits) in a timely manner.

The micro-brewery industry is highly competitive, and our business will suffer if we are unable to compete effectively.

Wilber, Nebraska is home to approximately 1,800 people and is located roughly 40 miles from the City of Lincoln, Nebraska and roughly 90 miles from the City of Omaha, Nebraska. Although Wilber has limited dining and entertainment options, we will not be without competition. Existing restaurants and bars located in Wilber and neighboring cities and towns, including Lincoln, provide customers with many options. As of June 15, 2022, the Nebraska Liquor Control Commission reported that there are fifty four (54) craft breweries actively licensed in the State of Nebraska, and the vast majority are located in or around Lincoln and Omaha.

Our competitors may have, among other things, lower operating costs, better locations, better facilities, better management, more effective marketing and more efficient operations. Additionally, we face the risk that new or existing competitors will copy our business model, menu options, presentation or ambience. The micro-brewery segment is also highly competitive with respect to taste, price, product quality and presentation, service, location and the ambience and condition of each establishment. Existing competitors have a more established market presence and, at least initially, will have substantially greater financial, marketing, personnel and other resources than we will until we are able to commence operations.

While we believe our concept of an authentic Czech brewpub will attract and retain local community members, as well as tourists visiting the annual Czech Festival, our ability to compete with other craft breweries will be dependent upon, among other things, our ability to attract and retain employees to produce and market our products, our ability to offer a different and enjoyable drinking and dining experience and our ability to obtain high ratings.

Any inability to successfully compete with breweries in our markets will place downward pressure on our customer traffic and may prevent us from increasing or sustaining our revenue and profitability. Consumer tastes, nutritional and dietary trends, traffic patterns and the type, number and location of competing businesses often affect sales and our competitors may react more efficiently and effectively to those conditions. If we are unable to compete effectively, our traffic, sales and contribution margin could decline, which would have a material adverse effect on our business, financial condition and results of operations.

Changes in supply costs, delivery, and availability could have a material adverse effect on our business, financial condition and results of operations.

Our profitability will depend, in part, on our ability to anticipate and react to changes in supply costs, and our ability to acquire ingredients that meet our specifications from reliable suppliers. We intend to order certain supplies and ingredients directly from the Czech Republic, so our business may experience increased costs and delays due to international shipping. Shortages or interruptions in the availability of certain supplies caused by unanticipated demand, problems in production or distribution, contamination, inclement weather or other conditions could adversely affect the availability, quality and cost of our ingredients, which could harm our operations. Any increase in the prices of the products most critical to our menu could have a material adverse effect on our results of operations. We will be susceptible to increases in costs as a result of factors beyond our control, such as general economic conditions, seasonal fluctuations, weather conditions, demand, safety concerns, generalized infectious diseases, product recalls and government regulations. Therefore, material increases in the prices or decreases in the supply of the ingredients most critical to our menu could adversely affect our operating results or cause us to consider changes to our product delivery strategy and adjustments to our menu pricing.

If any of our distributors or suppliers performs inadequately, or our distribution or supply relationships are disrupted for any reason, there could be a negative impact on our business. Although we intend to enter into contracts to purchase products and supplies, we do not anticipate that all such contracts will be long-term contracts. As a result, we may not be able to anticipate or react to changing costs by adjusting our purchasing practices or menu prices, which could cause our operating results to deteriorate. If we cannot engage or replace distributors or suppliers that meet our specifications in a short period of time, that could increase our expenses and cause shortages of supplies, which could result in significant reductions in sales during the shortage or thereafter. In addition, because we provide moderately priced products, we may choose not to, or may be unable to, pass along commodity price increases to consumers. These potential changes in supply costs could significantly impact the Company's ability to generate profits.

The COVID-19 pandemic may delay our operations or have a material adverse effect on our business and financial conditions.

The World Health Organization declared a global emergency with respect to the outbreak of a novel coronavirus known as COVID-19 ("COVID") on January 30, 2020. As a result, significant restrictions on business operations, particularly in the bar industry, were implemented, including restrictions on operating at full capacity. Nebraska experienced a surge in the number of COVID cases and COVID-related hospitalizations and deaths. Continued restrictions and uncertainty related to COVID could slow the success of this Offering, delay construction efforts or the commencement of our operations, or may have a material adverse effect on the Company's financial condition. All of these risks, and many others known or unknown, related to this outbreak and future outbreaks, pandemics or epidemics, could materially affect the short-term and long-term business of the Company, and your investment.

A large percentage of our revenue will likely result from the annual "Czech Festival" in Wilber, Nebraska.

Wilber, Nebraska is home to the annual “Czech Festival,” which brings thousands of people to town to celebrate Czech culture. We anticipate that up to twenty five percent (25%) of our revenue will result from Czech Festival, so we will be susceptible to any fluctuations in the number of visitors that attend year-to-year. Any decrease in the number of Czech Festival visitors could negatively affect our annual revenue. In addition, the 2020 Czech Festival was cancelled due to the COVID pandemic. Future outbreaks of COVID or similar illnesses could have a devastating effect on Czech Festival and our financial success.

Our operations are dependent on management.

Our Board and appointed officers (collectively, the “Management Team”) have made and will make all decisions with respect to the Company’s operations and assets, unless certain duties are otherwise delegated to employees. As a result, the success of the Company for the foreseeable future will depend largely upon the ability of the Management Team. While the members of our Management Team are founding members of the Company and have a vested interest in seeing the Company succeed, we do not have written employment or noncompetition agreements with them. As a result, there is no assurance that they will remain with us.

Management may not be able to devote sufficient time to the operation of our business, which may limit our success.

Presently, many of our Directors and officers have other jobs and own other businesses. Accordingly, most of our Management Team will be unable to dedicate their full time to our business. Should our business develop faster than anticipated, management may not be able to devote sufficient time to the Company in order to ensure its success. At the very least, the Management Team’s inability to devote sufficient time may limit our growth and the success of the business.

Our Management Team has limited experience opening and operating a brewery.

The members of our Board do not have experience in owning or operating a brewery, and to date we have not hired any employees with such experience. Our success will depend heavily on our ability to hire, train and retain quality employees with experience in the brewing industry. In particular, our ability to hire, train and retain a head brew master and an assistant brew master will be important to the authenticity of our products and the success of our business.

Our success will depend on the success of our marketing efforts.

We intend to market the Brewery initially through community meetings where we will promote the Brewery and the Offering of Units, and thereafter utilizing traditional advertising, social media, and the annual Czech Festival held in Wilber, Nebraska. Our management team has little to no prior experience operating a brewery or pub, or marketing within the industry, and, accordingly, this lack of experience may have a negative impact on the amount of sales we initially achieve. The extent of the potential negative impact will depend primarily on our ability to timely and adequately adjust our marketing efforts.

Negative publicity relating to the Brewery could reduce sales.

Our success is dependent, in part, upon our ability to develop, grow, maintain and enhance the value of our brand and consumers’ connection and loyalty to it. We may, from time to time, be faced with negative publicity relating to product quality, public health concerns, brewing facilities, customer complaints or litigation alleging illness or injury, health inspection scores, integrity of our or our suppliers’ processing, employee relationships or other matters, regardless of whether the allegations are valid or whether we are ultimately held responsible. The rampant use of social media can further amplify any negative publicity that could be generated by such incidents. A similar risk exists with respect to unrelated businesses if consumers associate those businesses with our own operations.

Additionally, employee claims against us based on, among other things, wage and hour violations, discrimination,

harassment or wrongful termination may also create negative publicity that could adversely affect us and divert our financial and management resources that would otherwise be used to benefit the future performance of our operations. Consumer demand for our products and our brand's value could diminish significantly if any such incidents or other matters create negative publicity or otherwise erode consumer confidence in us or our products, which would likely result in lower sales and could have a harmful effect on our profits.

Our industry is highly regulated.

We are subject to various federal, state and local regulations, including those relating to building and zoning requirements and those relating to the preparation and sale of alcohol. The development and operation of the Brewery depends to a significant extent on the selection and acquisition of a suitable site, which will be subject to zoning, land use, environmental, traffic and other regulations and requirements. Stringent and varied requirements of local regulators with respect to zoning, land use and environmental factors could delay or prevent development of the Brewery. The Brewery will also be subject to certain federal, state and local licensing and regulation by health, sanitation, liquor, occupational safety and other agencies. We will be required to apply for licenses or permits with the U.S. Alcohol and Tobacco Tax and Trade Bureau and the Nebraska Liquor Control Commission. At this time, the Company has not applied for any of the necessary licenses, permits or approvals, and we may experience material difficulties or failures in obtaining such licenses, permits or approvals, which could delay, or worse, prohibit, our opening or affect the operations.

Depending on the number of employees we hire, our business could be subject to the United States Americans with Disabilities Act (the "ADA") and similar state laws that give civil rights protections to individuals with disabilities in the context of employment, public accommodations and other areas. We will be responsible for making reasonable accommodations in the Brewery for those with disabilities and depending on the current condition of our future building and expenses associated with such accommodations could be material.

Also, depending on the number of employees we hire, our business could also subject to the United States Occupational Safety and Health Act, which governs worker health and safety, the United States Fair Labor Standards Act, which governs such matters as minimum wages and overtime pay, and to a variety of similar federal, state and local laws that govern these and other employment law matters. We may also be subject to lawsuits from our employees, the United States Equal Employment Opportunity Commission or the Nebraska Equal Opportunity Commission or others alleging violations of federal and state laws regarding workplace and employment matters, discrimination and similar matters. In addition, federal, state and local proposals related to paid sick leave or similar matters could, if implemented, have a material adverse effect on our business, financial condition and results of operations.

The effect of current laws and regulations, future changes in laws or regulations that impose additional requirements and the consequences of litigation relating to current or future laws and regulations, or our inability to respond effectively to significant regulatory or public policy issues, could increase our compliance and other costs of doing business and, therefore, have an adverse effect on our results of operations. Failure to comply with the laws and regulatory requirements of federal, state and local authorities could result in, among other things, revocation of required licenses, administrative enforcement actions, fines and civil and criminal liability. In addition, certain laws, including the ADA, could require us to expend significant funds to make modifications to our Brewery if we fail to comply with applicable standards. Compliance with the aforementioned laws and regulations can be costly and can increase our exposure to litigation or governmental investigations or proceedings, which could have a material adverse effect on our business, financial condition and results of operation.

Access to water and our handling of wastewater could impact our business.

Water is both beer's primary ingredient and its largest waste byproduct. On average, all-in, it takes seven barrels of water to produce one barrel of beer. Many international agencies say that there is a growing risk of drought and that droughts will likely become longer and more severe. The State of Nebraska experiences moderate to severe drought from time to time, and a sustained drought could affect our ability to obtain enough water to produce beer, which could negatively impact our sales and revenue.

In addition, municipal water treatment plants often struggle to handle highly concentrated brewery wastewater, which can result in costly surcharges and production restrictions. Our business may be affected such surcharges and restrictions, which could negatively impact our profit margins.

We could be party to litigation that could distract management, increase our expenses or subject us to material monetary damages or other remedies.

We may be subject to a variety of claims arising in the ordinary course of our business, including personal injury claims, contract claims and claims alleging violations of federal and state law regarding workplace and employment matters, equal opportunity, harassment, discrimination and similar matters. Regardless of whether such claims may be valid, or whether we are ultimately held liable, claims may be expensive to defend and may divert time and money away from our operations and hurt our overall performance. A judgment in excess of our insurance coverage for any claims could materially and adversely affect our financial condition and results of operations. Any adverse publicity resulting from these allegations may also materially and adversely affect our reputation, which in turn could have a damaging effect on our business.

Compliance with environmental laws may negatively affect our business.

We are subject to federal, state and local laws and regulations concerning waste disposal, pollution, protection of the environment and the presence, discharge, storage, handling, release and disposal of, and exposure to, hazardous or toxic substances. These environmental laws provide for significant fines and penalties for noncompliance and liabilities for remediation, sometimes without regard to whether the owner or operator of the property knew of, or was responsible for, the release or presence of hazardous toxic substances. Third parties may also make claims against owners or operators of properties for personal injuries and property damage associated with releases of, or actual or alleged exposure to, such hazardous or toxic substances at, on or from our Brewery. Environmental conditions relating to releases of hazardous substances at a prior, existing or future business could have a material adverse effect on our business, financial condition and results of operations. Further, environmental laws, and the administration, interpretation and enforcement thereof, are subject to change and may become more stringent in the future.

New information or attitudes regarding diet and health could result in changes in regulations and consumer consumption habits.

Regulations and consumer eating and drinking habits may change as a result of new information or attitudes regarding diet and health. The success of the Brewery is dependent, in part, upon our ability to effectively respond to changes in any consumer attitudes or health regulations and our ability to adapt our menu offerings to trends in alcohol consumption, especially fast-moving trends. If consumer health regulations or consumer eating and drinking habits change significantly, we may choose or be required to modify or delete certain menu items, which may adversely affect the attractiveness of our Brewery to new or returning customers. While we generally believe that changes in consumer eating and drinking habits occur slowly, providing us with sufficient time to adapt our concept accordingly, changes in consumer eating and drinking habits can occur rapidly, often in response to published research or study information, which puts additional pressure on us to adapt quickly. To the extent we are unwilling or unable to respond with appropriate changes to our menu offerings in an efficient manner, it could materially affect consumer demand and have an adverse impact on our financial and operational performance.

The minimum wage continues to increase and is subject to factors outside of our control.

We anticipate having a substantial number of hourly employees who are paid wage rates based on the applicable federal or state minimum wage and increases in the minimum wage may increase our labor costs. The minimum wage for non-tipped employees in the State of Nebraska is currently \$10.50 per hour. The minimum wage for tipped employees in the State of Nebraska is \$2.13 per hour, which has not increased for nearly 30 years. In 2019, a proposed bill in the State of Nebraska sought to increase the minimum wage for tipped earners to \$3.60 in 2020 and to \$4.50 in 2021, however, the legislature did not vote on the bill. Nevertheless, federally-mandated or state-mandated minimum wages may be raised in the future. We may be unable to increase our menu prices in order to pass future increased labor costs on to our customers, in which case our margins, and possibly our financial results, would be negatively affected. Alternatively, if management determines the Company should increase menu prices to cover increased labor costs, the higher prices could

adversely affect sales and thereby reduce our revenue.

We will rely heavily on third-party vendors, suppliers and distributors.

Our ability to maintain consistent price and quality at the Brewery depends, in part, upon our ability to acquire specific products and supplies in sufficient quantities from third-party vendors, suppliers and distributors at a reasonable cost. In particular, we intend to import our brewing ingredients from the Czech Republic. Except to the extent we are able to successfully specify and monitor the standards under which our vendors, suppliers and distributors perform, we have little to no control over their businesses. Furthermore, certain items are perishable, and we have limited control over whether these items will be delivered to us in appropriate condition for use in the Brewery. If any of our vendors or other suppliers are unable to fulfill their obligations to our standards, or if we are unable to find replacement providers in the event of a supply or service disruption, or if there are delays due to or increased costs resulting from international shipping, we could encounter supply shortages and incur higher costs to secure adequate supplies, which may disrupt our ability to deliver products to our customers, which, in turn, may harm our relationships and reputation with our customers.

In addition, we intend to use various third-party vendors to provide, support and maintain our information systems and to outsource certain accounting and payroll functions. The failure of such vendors to fulfill their obligations could disrupt our operations. Additionally, any changes we may make to the services we obtain from our vendors, or new vendors we employ, may disrupt our operations which could result in a material adverse effect on our business, financial condition and results of operations.

Our ability to retain quality personnel and manage turnover rates could negatively impact our results.

Labor is a primary cost of operating a brewery or bar. Our industry is prone to one of the highest turnover rates in any industry. A combination of seasonal employees, a young workforce that is still in school, and historically low wages create a perfect storm for consistent employee turnover. Our success depends, in part, upon our ability to attract, motivate and retain a sufficient number of well-qualified brew masters, service staff, and management personnel, as well as a sufficient number of other qualified employees. If we are unable to continue to recruit and retain sufficiently qualified individuals, in particular one or more brew masters, our business and our growth could be adversely affected.

We may incur costs resulting from breaches of security of confidential consumer information related to our electronic processing of credit and debit card transactions.

The majority of bar sales are by credit or debit cards. Restaurants and retailers have experienced security breaches in which credit and debit card information has been stolen. It is possible that we may become subject to claims for purportedly fraudulent transactions arising out of the actual or alleged theft of credit or debit card information as the result of a security breach, and we may be subject to lawsuits or other proceedings relating to these types of incidents. In addition, most states have enacted legislation requiring notification of security breaches involving personal information, including credit and debit card information. Any such claim or proceeding could cause us to incur significant unplanned expenses, which could have a material adverse effect on our business, financial condition and results of operations. Further, adverse publicity resulting from these allegations may have a material adverse effect on our business and results of operations.

We will rely heavily on information technology, and any material failure, weakness, interruption or breach of security could prevent us from effectively operating our business.

We will rely heavily on information systems, including for our point-of-sale processing, management of our supply chain, payment of obligations, collection of cash, credit and debit card transactions and other processes and procedures. Our ability to efficiently and effectively manage our business will depend significantly on the reliability and capacity of these systems. Our operations will depend upon our ability to protect our computer equipment and systems against damage from physical theft, fire, power loss, telecommunications failure or other catastrophic events, as well as from internal and external security breaches, viruses and other disruptive problems. The failure of these systems to operate effectively, maintenance problems, upgrading or transitioning to new platforms or a breach in security of these systems could result in delays in customer service, a reduction of efficiency in our operations and significant consumer complaints. Remediation of such problems could result in substantial, unplanned capital investments and expenses.

The distribution and sale of beer has historically been subject to a continuously changing tax regime.

Historically, there has been significant variation in the taxation of beer sales. As recently as December 2017, the “Tax Cuts and Jobs Act” was passed by Congress which provided, among other things, a temporary reduction in

federal excise taxes on beer to \$3.50 per gallon for the first 60,000 barrels for domestic brewers producing fewer than 2 million barrels annually. Further, individual states also impose excise taxes on alcoholic beverages in varying amounts. In the future, the excise tax rate could be increased by either the federal or state governments. Future increases in excise taxes on alcoholic beverages could have a material adverse effect on our business and financial condition.

Changes in economic conditions, adverse weather and unforeseen conditions, particularly in Nebraska, may have a material adverse effect on our business, financial condition and results of operations.

The pub industry depends on consumer discretionary spending. The United States in general or the specific markets in which we operate may suffer from depressed economic activity, recessionary economic cycles, higher fuel or energy costs, low consumer confidence, high levels of unemployment, reduced home values, increases in home foreclosures, investment losses, personal bankruptcies, reduced access to credit or other economic factors that may affect consumer discretionary spending. Traffic in our Brewery could decline if consumers choose to dine out less frequently or reduce the amount they spend on meals while dining out, which could have a material adverse effect on our business, financial condition and results of operations.

We do not have independent Directors.

We do not have any independent Directors or related corporate governance committees. As a result, there is a potential risk to investors because of the lack of independence and safeguards imposed by corporate governance requirements.

Risks Related to this Offering and an Investment in Units

Ownership of our Units involves substantial risk, and you may lose your entire investment.

This Offering involves a high-risk investment in a new business. Once the Company reaches the Minimum Amount, proceeds will be released from the Escrow Account and available for the Company's use. Potential investors must be willing to risk the entire loss of their capital. No assurance or guaranty can be given that any of the potential benefits described in this Prospectus will prove to be available, nor can any assurance or guaranty be given as to the actual amount of financial return, if any, which may result from an investment in this Offering. **Any investment in this Offering should be considered a high-risk investment and any such investment should be restricted to an investor's risk capital only. YOU COULD LOSE YOUR ENTIRE INVESTMENT.**

Our management will have broad discretion in using the net proceeds of this Offering.

The net proceeds of this Offering will be used to provide working capital to construct, develop and commence operations of the Brewery and for other general corporate purposes, including payment of employee compensation prior to and after the Brewery opening. Our Board of Directors has broad discretion over the specific use of the net proceeds of this Offering, and it is not certain that such discretion will be beneficial to investors. Accordingly, prospective investors who invest in the Company will be entirely dependent on the judgment of management of the Company in connection with the allocation of the funds raised herein. There can be no assurance that determinations ultimately made by such persons relating to the specific allocation of the net proceeds of the Offering will permit the Company to achieve its business objectives. See "Use of Proceeds" below for additional information.

We do not intend to distribute cash to Members in the foreseeable future after this Offering.

We intend to retain available funds to be used in the expansion of our operations, so we do not anticipate distributing cash to Members in the foreseeable future. Our distribution policy will depend on our earnings, capital requirements, financial condition and other relevant factors. See "Description of Securities" below for additional information.

Our Units will not be transferable immediately following this Offering.

The Units acquired pursuant to this Offering will not be transferable for six months following the completion or

termination of this Offering. See “Description of Securities—Restrictions on Sales and Transfers” below for additional information.

This Offering is being made on a “best efforts” basis, and we cannot assure you that the Offering will be successful.

We are making this Offering on a “best efforts” basis through agents of the Issuer-Dealer. These agents of the Issuer-Dealer have very limited, if any, experience selling securities. The lack of experience may have a negative impact on our ability to complete this Offering. Accordingly, there can be no assurance that all of the Offering will be sold, or that we will sell the minimum amount of the Offering required to be sold in order to release all funds from the Escrow Account. If less than all of the offered Units are sold prior to the termination of this Offering, we will have less funds available for our business purposes, and our prospects may be materially and adversely affected. If we are not successful in raising the minimum amount of the Offering, we will be required to return the funds invested, and will have to abandon our business plan. See “Purpose of the Offering and Use of Proceeds,” “Plan of Distribution and Selling Securityholders,” and “The Business Plan” below for additional information.

We could suffer operating losses for a number of years following the Offering.

The Company could sustain losses for a number of years following the Offering. Our planned business, as is common among new breweries, will likely operate at a loss for some time because of the substantial costs involved with building, equipping and operating the Brewery. In addition, as demand grows, breweries often must inject more capital into the business in order to purchase additional equipment. As a result, a new brewery may be expected to sustain losses for a number of years, during which time earnings will not be available for distribution.

Membership Units have very limited voting rights.

Except as described in the Operating Agreement or as otherwise provided by applicable law, the voting rights associated with the Membership Units being sold in this Offering are very limited. Apart for the few exceptions requiring Member approval, the Board of Directors has full authority to manage the Company and vote on Company matters. Members’ do not have the right appoint the Board of Directors and may only remove a Director for Cause (as defined in the Operating Agreement).

This Offering has not been independently reviewed.

We are offering the Units directly through securities agents of the Issuer-Dealer. While we have reserved the right to place the Units through the services of an investment banker, the Units in all likelihood will be sold without the use of an investment banker. Consequently, no independent review of the Offering has been, or will likely be, made by any investment banker.

No market exists or is expected to develop for the Units in the near future.

There is currently no existing public or other market for the Units, nor do we anticipate any such market developing. Consequently, investors may not be able to sell the Units for an extended period of time, if ever. See “Description of Securities – Restrictions on Sales and Transfers” below for additional information.

The offering price of the Units has been fixed exclusively by our management.

The offering price of the Units offered hereby was determined solely by our management and does not necessarily bear any relation to the market or book value of our assets or prospects, the valuation of other companies in the industry, or any other accepted criterion of value. See “Plan of Distribution and Selling Securityholders–Determination of Subscription Price” below for additional information.

This Offering is being made under the intrastate offering exemption, and failure to satisfy all of the conditions of that exemption could result in civil liability.

We have not registered the Units under the Securities Act in reliance on Rule 147A promulgated by the Securities and Exchange Commission which exempts the offering of securities on a wholly intrastate basis. The conditions that must be satisfied to permit reliance on the rule, including the requirement that each purchaser be a resident of the State of Nebraska and that purchasers not resell the securities to non-residents of Nebraska for at least six months from the date of the sale to such purchaser, are extremely exacting. If challenged, the Company will have the burden of proving that it has satisfied the conditions of the exemption. If the Company is unable to sustain this burden, it could be exposed to civil liability to each of the purchasers in the Offering for return of their investment plus interest.

We and the agents of the Issuer-Dealer in this Offering must comply with federal and Nebraska securities laws, and a failure to comply with these laws would materially and adversely affect our financial condition.

We do not plan to use the services of a broker/dealer to place the Units. Instead, we will offer the Units through individuals who have been registered as agents of the Issuer-Dealer with the Department. See “Plan of Distribution and Selling Securityholders” below for additional information. As of the date of this Prospectus, these agents of the Issuer-Dealer are officers and Directors of the Company. See “The Company – Agents of the Issuer-Dealer” below for additional information. Neither we nor any of the agents of the Issuer-Dealer have registered with the Securities and Exchange Commission as a “broker” or a “dealer” in reliance on a statutory exemption for a broker or dealer whose business is exclusively within a single state and who does not make use of any facility of a national securities exchange. Should a determination be made that any of the individuals retained to sell the Units was acting in violation of the statutory exemption, due, for example, to an individual having had prior interstate securities experience, we could be subject to the voidability of contract provisions of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), for any transactions made in violation of the Exchange Act. If a significant number of the Subscription Agreements received by us are voidable for this reason, our financial condition would be materially and adversely affected.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Prospectus contains forward-looking statements that involve risks and uncertainties. These statements relate to future events or our financial performance. In some cases, you can identify forward-looking statements by terminology including “could,” “may,” “will,” “should,” “expect,” “plan,” “anticipate,” “believe,” “estimate,” “predict,” “potential,” “intend,” or “continue,” the negative of these terms, or other comparable terminology used in connection with any discussion of future operating results or financial performance.

Forward-looking statements should not be read as a guarantee of future performance or results, and will not necessarily be accurate indications of the times at, or by which, such performance or results will be achieved. These statements are only predictions, and reflect our management’s present expectation of future events and are subject to a number of important factors and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. The factors listed in the “Risk Factors” section of this Prospectus and any other cautionary language in this Prospectus provide examples of these risks and uncertainties.

You are cautioned not to place undue reliance on our forward-looking statements, which speak only as of the date of this Prospectus or the date of a document incorporated by reference in this Prospectus. We are under no obligation, and expressly disclaim any obligation, to update or alter any forward-looking statements, whether as a result of new information, future events, or otherwise.

PURPOSE OF THE OFFERING AND USE OF PROCEEDS

Our primary business purpose is to establish an authentic Czech micro-brewery and pub in Wilber, Nebraska. We intend to use approximately \$2.1 million of the net proceeds of this Offering to design, construct and equip the Brewery. The remaining net proceeds will be used for working capital, as there are no restrictions on the use of proceeds. Assuming the entire Offering is sold, there would be approximately \$450,000 available as working capital to pay for other start-up and operational expenses such as employee training, ingredients and materials, beer production, insurance, employee wages and benefits and other operating expenses. See “Risk Factors” and “The Business Plan” for additional information.

There is no assurance that we will be able to raise sufficient capital through the sale of Units to cover all of the expenses discussed above. However, if all the Units offered hereby are sold, the aggregate proceeds would be \$2,600,000, with the Company receiving approximately \$2,550,000 after payment of approximately \$40,000 in offering expenses and registration fees.

At this time, we do not have plans to obtain additional financing, so it is possible that the members of the Board of Directors will need to contribute additional capital to pay for other operating expenses of the Company during the term of the Offering. In addition, because the Company is in the development stage, the Department may require members of the Board to, and members of the Board are prepared to, contribute an additional aggregate amount of \$102,500 or more.

The following table summarizes the anticipated use of the gross proceeds from the sale of Units, assuming that all Units offered are sold. It should be noted, however, that certain of these figures are only estimates and are subject to change, particularly if less than all of the Units offered are sold. There can be no assurance that actual experience will approach this anticipated use of proceeds.

	Dollar Amount	Percent
Gross Offering Proceeds	\$ 2,600,000	100.0 %
Estimated Uses:		
Offering Expenses:		
Selling Commissions ⁽¹⁾	\$ 0	0.0%
Registration Fees	2,600	0.1%
Other Offering Expenses ⁽²⁾	40,000	1.5%
Start-Up Costs:		
Design & Construction Expenses	950,000	36.5%
Equipment & Installation.....	997,000	38.4%
Furniture, Office Equipment & Supplies.....	5,500	0.2%
Signage	2,000	0.1%
Working Capital:		
Utilities	8,500	0.3%
Insurance	6,500	0.3%
Employee Training.....	35,000	1.4%
Merchandise	5,500	0.2%

Brewing Materials.....	40,000	1.5%
Other Working Capital.....	507,400	19.5%
Total Uses.....	\$ 2,600,000	100.00 %

- (1) The agents of the Issuer-Dealer will not receive compensation or commissions for their services in connection with the sale of the Units.
- (2) Includes legal fees in connection with the Offering and general business advice.

THE COMPANY

We were organized in Nebraska on March 12, 2021 for the purpose of establishing an authentic Czech micro-brewery and pub in Wilber, Nebraska. The proceeds from the Offering described herein will be used to design, construct and equip the Brewery. Additionally, if the total Offering is sold, the remaining proceeds will be used to commence Brewery operations and pay employee wages.

Operations

As of the date of this Prospectus, the Company remains a development stage enterprise that has not conducted substantial operations apart from organization, business planning and this Offering. See “The Business Plan” for information related to our expected operations.

Employees

As of the date of this Prospectus, the Company has no employees, however, we intend to use a portion of the Offering proceeds to hire and train a head and assistant brew masters during or after the construction of the Brewery. See “The Business Plan” for additional information.

Agents of the Issuer-Dealer

The agents of the Issuer-Dealer are members of the Board of Directors and/or appointed officers of the Company. Because the Nebraska securities laws prohibit employees from selling securities in this Offering, the agents of the Issuer-Dealer will not be employees of the Company during the term of this Offering. The agents of the Issuer-Dealer have little experience, if any, selling securities. Agents of the Issuer-Dealer will not receive any commissions or compensation for promoting or selling the Units.

Assets

Currently, the Company’s only asset is approximately \$2,753 of cash, which represents the amount of cash remaining from the contributions made by our Directors and officers to date, less expenses paid to date, including taxes, advertising materials and payments made to our consultants in the Czech Republic. To date, we have sold 146 Units and the proceeds from such sales are held with the Escrow Agent. We anticipate that approximately \$1,950,000 of net offering proceeds will be used to construct and equip the Brewery. For additional information regarding our plans for additional assets, please see “Certain Relationships and Affiliations” in the paragraphs directly below.

Certain Relationships and Affiliations

Real Estate

The Company’s affiliated entity, Pivo Se Blizi, LLC (the “Real Estate LLC”), owns an empty lot located at 212 South Wilson Street in Wilber (the “Real Estate”), which we intend to be the future site of the Brewery. Once the

Minimum Amount has been raised by the Company, the Real Estate LLC will transfer the Real Estate to the Company and, in exchange, the members of the Real Estate LLC will receive a number of Units in the Company equal to their individual capital contributions to the Real Estate LLC divided by the Unit price of \$500.

Trademarks and Tradenames

Kimberly Anderson owns the trademarks “Malvas,” “Silitel,” “Silitel Beer,” and “The Beer that Made Omaha Jealous,” as well as the tradename “Wilber Brewery Co.” (collectively, the “Marks and Names”), each of which is actively registered with the Nebraska Secretary of State. To the extent that the Company desires to use the Marks and Names in the operation of its business, the Company will license the Marks and Names in exchange for a fee. As of the date of this Prospectus, the Company does not have any agreements with Mrs. Anderson to license the Marks and Names, so any such license fee will be determined at a later date.

Corporate Information

Our business is conducted by our management from their homes. Our mailing address is: P.O. Box 277 Wilber, Nebraska 68465. Our telephone number is (402) 578-1317.

Legal Proceedings

We are currently not subject to any litigation or other legal proceedings.

THE BUSINESS PLAN

Business Objectives

We have established our initial business plan priorities, summarized as follows: (i) construct and equip an authentic Czech brewery and pub with approximately \$1,950,000 of net offering proceeds; and (ii) use all remaining net offering proceeds for working capital. See “Purpose of the Offering and Use of Proceeds”.

Marketing Plan for the Offering

Our primary objective is to construct and equip an authentic Czech brewery and pub located in Wilber, Nebraska. Accordingly, the marketing plan for the Offering has been designed to enhance the Company’s marketing effort and revenue once the Offering is completed or terminated.

The marketing plan is designed to attract a significant number of individuals who reside throughout the State of Nebraska, however, we intend to primarily target and hope that most subscriptions will come from local community members, living in and around Wilber, Nebraska, who will also make up our primary customer base. We intend to generally solicit investors through the use of social media, local advertising, “town hall”-like community meetings, a booth at the annual Czech Festival and word-of-mouth. Investors in this Offering will be allowed to purchase any number of Units up to and until all 5,200 Units have been subscribed.

Due to our marketing approach utilizing general solicitation, the Units will be marketed to Nebraska residents and, inadvertently, to non-Nebraska residents; however, because we are relying on an intrastate offering exemption permitted by Rule 147A, the Company must comply with the restrictions and requirements set forth under “Description of Securities—Restrictions on Sales and Transfers,” including that sales are permitted to be made only to bona fide Nebraska residents.

Product Pricing

None of the products to be marketed by the Brewery have been developed. These products will be developed with a pricing structure designed to accomplish the following primary objectives:

1. Provide a competitively priced product to the consumer.
2. Provide sufficient gross margins to allow the Company to achieve operating profits comparable to our competitors.
3. Provide sufficient profits to attract and retain quality and competent employees, including our brew masters.

Marketing, Distribution and Sales

The Company initially intends to rely on community and member excitement to market the Brewery and its products. Thereafter, the Company plans to rely on word-of-mouth, social media, and other forms of advertising to attract and retain new customers. In addition, the Company also expects to derive a fair to large amount of customer traffic and its annual revenue from the annual Czech Festival held in Wilber, Nebraska. We also plan to sell kegs and bottled beer in established bars and stores throughout Nebraska. We are currently negotiating with a large, licensed distributor that serves nearly all of the eastern half of the State of Nebraska. As we grow, we intend to distribute sell our products in surrounding states and other states with large Czech populations.

Operating Results

There are certain factors particular to the craft brewery business, which may have an adverse effect on the operating results of our business. One such factor is that the high initial cost of construction and brewery equipment required to facilitate and produce beer. Accordingly, in the early years of the brewery business, these initial costs often have an adverse effect on operating results. The Company probably will operate at a loss for a number of years because of the substantial costs involved with opening. We intend to report operating results to members on an annual basis.

Regulation

We will be required to apply for licenses or permits (collectively, "Licenses") with the U.S. Alcohol and Tobacco Tax and Trade Bureau and the Nebraska Liquor Control Commission. At this time, the Company has not applied for, and there is no assurance that the Company will be successful in obtaining, any of the necessary Licenses to operate our business. Furthermore, if we are successful, we must maintain such Licenses, and while we intend to be fully compliant with the requirements in order to do so, we will be reliant on our employees to ensure such compliance in order to properly maintain the Licenses. Any interruption of our business due to a failure to comply could materially or detrimentally affect our operations and our business.

Competition

The brewing industry is fiercely competitive. As of June 15, 2022, the Nebraska Liquor Control Commission reported that there are fifty four (54) craft breweries actively licensed in the State of Nebraska. Many of such breweries authorized to do business in Nebraska are well-established companies with fine reputations, offering a broader and ever-evolving line of beer products, and possessing greater financial resources than the Company will have when it commences operations. We will also compete for market share with regional and national brewing brands, plus other types of alcoholic beverages, including new and innovative beverages such as hard seltzers, canned wine and pre-mixed bottled cocktails.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis together with our financial statements, including the notes thereto, and the other financial information appearing elsewhere in this Prospectus. The following discussion includes forward-looking statements. For a discussion of important factors that could cause actual results to differ from results discussed in the forward-looking statements, see “Special Note Regarding Forward-Looking Statements” and “Risk Factors.”

The Company is a development stage company. Members of the Board and other organizers have contributed an aggregate \$62,670 in cash and/or property. As of the date hereof, the Company’s only liquid asset is approximately \$2,753 of cash, which represents the amount of cash remaining from the contributions made by our Directors and officers to date, less expenses paid to date, including taxes, advertising materials and payments made to our consultants in the Czech Republic. This cash was and will be used to fund our initial expenses, but we are largely dependent on the proceeds from this Offering. The Company has no debt and no obligations to make any capital expenditures, except to pay the legal and registration fees associated with this Offering. The Company has no credit agreements or other debt financing arranged.

The Company will not have any revenues until it is able to open the Brewery and begin operations. Until that time, the Company will depend on its cash on hand and the proceeds of this Offering to fund its operations, including payments for employee compensation.

Assuming that we are successful in opening the Brewery, once the working capital that is raised in this Offering is exhausted, the Company will be dependent on cash flow from operations to pay its operating costs. If cash flow from operations is insufficient to pay operating costs, the Company would be required either to secure additional capital contributions from its members or from third parties or to obtain debt financing. At the present time, the Company has no equity commitments, credit agreements or other financing arranged for this purpose, and the Company may not be able to obtain such financing in the future if it is needed. *See* “RISK FACTORS” beginning on page 3 of this Prospectus for additional information.

DESCRIPTION OF SECURITIES

Generally

The Company is authorized to issue 5,200 membership units. As of the date of this Prospectus, 270 ~~149~~ membership units are issued and outstanding, which represents a total of 114 membership units issued to the members of the Board of Directors, 10 membership units issued to other organizers and 146 membership units issued to investors.

In the event of liquidation, holders of the membership units are entitled to participate equally per unit in all of our assets, if any, remaining after the payment of all liabilities. Holders of the units are entitled to such distributions as the Board of Directors, in its discretion, may declare out of funds available therefor.

Voting and Other Rights

Except as described in the Operating Agreement or as otherwise provided by applicable law, the voting rights associated with the Units being sold in this Offering are very limited. Apart for the few exceptions where Member approval, the Board of Directors has full authority to manage the Company and vote on Company matters. Members' do not have the right appoint the Board of Directors and may only remove a Director for Cause (as defined in the Operating Agreement). There are no preemptive or other subscription rights, conversion rights, registration or redemption provisions with respect to the Units.

Restrictions on Sales and Transfers

The Units offered hereby have not been registered under the Securities Act in reliance on Rule 147A promulgated thereunder, which exempts securities offered and sold on a wholly intrastate basis. A condition of the exemption is that sales made by the issuer during the Offering shall be made only to persons resident within the state of offer. Accordingly, pursuant to this exemption, no securities in this Offering may be purchased by or sold to non-Nebraska residents. In addition, securities issued by this Offering shall not be transferred or resold to non-Nebraska residents for at least six months from the date of the initial sale of the securities in question. Any transfer after the restriction period has expired would have to be pursuant to a registration of the securities by the Company, which it does not have current plans to do, or pursuant to an exemption under Nebraska and federal securities law.

To assure compliance with the exemption, we will take the following steps:

1. Obtain the written representation in the Subscription Agreement of each subscriber that such person is a bona fide resident of the State of Nebraska;
2. Obtain an undertaking in the Subscription Agreement of each subscriber that such person will not transfer the securities, either within or without the State of Nebraska, until six months after the completion or termination of the Offering;
3. Place the following legend on each certificate evidencing the Units:

OFFERS AND SALES OF THESE SECURITIES WERE MADE UNDER AN EXEMPTION FROM REGISTRATION AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. FOR A PERIOD OF SIX MONTHS FROM THE DATE OF THE SALE BY THE ISSUER OF THESE SECURITIES, ANY RESALE OF THESE SECURITIES SHALL BE MADE ONLY TO PERSONS RESIDENT WITHIN THE STATE OF NEBRASKA.

4. Make notation in our transfer records prohibiting any transfers of the Units during the period specified in Paragraph 2 above, with respect to any attempted transfer.

OFFICERS AND DIRECTORS

Our officers and Directors are as follows:

<u>Name</u>	<u>Age</u>	<u>Position</u>
Kimberly J. Anderson	52	President, Director
Roberta J. Ripa	66	Vice President, Director
Gary D. Wooten	73	Secretary, Director
Steven P. Barnas	69	Treasurer, Director
Joe T. Vosoba	94	Director
John Kastanek	73	Director

The Directors were elected by the Company's incorporators and will serve in this capacity until they resign or are otherwise removed from the Board in accordance with the Operating Agreement, and their successors are duly elected and qualified. The executive officers serve at the direction of the Board of Directors and are elected by the Board of Directors at the annual meeting of the Board, while other officers are elected by the Board from time to time as the Board deems advisable. The following is a brief description of the previous business background of the officers and Directors. Other than our officers and Directors, there are currently no other individuals promoting this Offering.

Kimberly Anderson

Kimberly (Kovar) Anderson is a member of the Board of Directors and currently serves as the Company's President. Mrs. Anderson was born and raised on the Kovar family farm in Saline County, Nebraska. After graduating from Wilber-Clatonia High School, Mrs. Anderson graduated with an associate degree in Business Management from Southeast Community College. While in college, Mrs. Anderson began her career with the JCPenney Corporation ("JCPenney"). During her 29-year career with the company she held various roles such as Visual Manager, District Set Execution Manager, District Merchandise Manager, Human Resource/Operations Manager, Assistant Store Manager, and Interim General Manager. During her time on District Staff, she led 15-26 stores across a tri-state area, generating \$130M-\$180M in annual sales. She provided training and mentoring store leadership, ensured consistency of merchandise standards across the district, directed renovation and construction projects, assisted stores to achieve business objectives and drive sales/profits and led the District in operational excellence. Her responsibilities in store ranged from Customer Service, Operations, Merchandising, Driving Sales and Profit, Leadership and Human Resources. Some of her career highlights were: being named Operational Excellence Store (utilized to train and develop district stores), increasing an individual store's sales volume by \$2 million in two years by driving operational excellence, District Customer Experience Champion, District Omni Channel Champion, Top Talent in the District/Region, Human Resource/Engagement District Champion, selected to attend the first General Managers Academy and Store Coordinator for the "Operation School Bell" event run by a non-profit organization that clothed 4,200 children in need.

Currently Mrs. Anderson resides in Elkhorn, NE and is a Market Assistant for Sam's Club. She is also owner of KTee-

Designs, Co-Owner of Common Love Photography and Bluegrass Design.

Roberta Ripa

Roberta “Bobbie” Ripa is a member of our Board of Directors and currently serves as the Company’s Vice President. Mrs. Ripa has been a resident of Saline County her entire life, and currently resides on her family’s farm in rural Wilber, Nebraska. Mrs. Ripa attended Wilber-Clatonia Schools and graduated in 1974. After marrying her husband in 1975, together they began operating the family farm which includes raising cattle. In addition to the family farm, Mrs. Ripa has worked for Farmers and Merchants Bank, formerly known as The Bank of Wilber, since 1984 and currently serves as Operations Supervisor for the Bank. Mrs. Ripa has been very involved in the Wilber Community including serving as a Board Member, President and Treasurer of the Wilber Chamber of Commerce, volunteering in various capacities promoting the annual Czech Days Festival and as the Chairman for the Wilber American Red Cross blood drives for 39 years. For her contributions, Mrs. Ripa has been honored with the following awards: 2017 “Ladies of Libuse Award” given to individuals who have volunteered on behalf of Nebraska Czechs of Wilber in promoting the Czech culture and the Wilber Czech Festival, 2014 “Tribute to Heroes Gift of Life Award” from the American Red Cross, 2006 Community Service Award from the Wilber Rotary, and 2002 “Service to Mankind Award” from the Wilber Sertoma Club. Mrs. Ripa has also been a member of Beta Sigma Phi, a nonacademic sorority whose purpose includes service to their community, since 1984.

Gary Wooten

Gary D. Wooten is a member of our Board of Directors and currently serves as the Company’s Secretary. Mr. Wooten has been a resident of Saline County since 2005, and currently resides in Wilber, Nebraska. Mr. Wooten was previously a resident of Wilber between 1980 and 1987. Mr. Wooten attended Reedley Junior College located in Reedley, California, graduating with an Associate’s Degree in Forestry and Humboldt State University located in Arcata, California, graduating with a Bachelor’s Degree in Wildlife Management. Mr. Wooten also attended University of New Mexico in Albuquerque, New Mexico, studying policy administration. Upon graduation, Mr. Wooten worked for the U.S. Department of Agriculture (“USDA”) Soil Conservation Service and the Natural Resources Conservation Service for 27 years in a variety of jobs throughout the United States, which included supervising as many as 35 people and managing multi-million budgets. Mr. Wooten served as a national technology specialist, helping develop and implement new technologies as well as national policies and procedures for the USDA. He has received many awards for his work, including from the California State Senate and the U. S. Secretary of Agriculture. In addition, Mr. Wooten has served on many local, regional, and national boards and committees throughout his 27-year career. He ~~currently serves as the Commander of the Department of Nebraska American Legion,~~ and continues to be heavily involved in the local American Legion Post and facilities management. Mr. Wooten is a member of the Saline County Tourism Commission, a member of the Wilber Housing Authority Board, and a member of the Nebraska Czechs of Wilber, as well as other local organizations.

Steven Barnas

Steven P. Barnas is a member of our Board of Directors and currently serves as the Company’s Treasurer. Mr. Barnas has been a resident of Wilber, Nebraska for over 60 years. Mr. Barnas graduated from the University of Nebraska-Omaha with a Bachelor’s of Science degree in Biology and from the University of Nebraska Medical Center with a Pharmacy degree. After graduation, he and his wife Allison moved back to Wilber to work at the family pharmacy, Barnas Drug, Inc., where he worked as a pharmacist for 5 years before buying the pharmacy in 1984. Mr. Barnas and his wife have worked together at Barnas Drug since 1979 and have been married for 44 years. They have been members of the Wilber Chamber of Commerce since 1980 and Mr. Barnas served as a past President. Mr. Barnas has volunteered his time to the community throughout the years for various organizations and he and Allison recently received the Wilber Chamber of Commerce 2020 Community Builders Award.

Joe Vosoba

Joe Vosoba was born and raised on his family's farm near Wilber, Nebraska. After graduating from Milligan High School, Mr. Vosoba attended the University of Nebraska in Lincoln, from which he graduated with a Bachelor of Science Degree in 1951 and a Juris Doctorate Degree in 1952. While a student at the University of Nebraska, Mr. Vosoba was also a full-time reporter for the Lincoln Star Newspaper. During the Korean War, Mr. Vosoba enlisted in the United States Army and was trained with the 101st Airborne Division. As an attorney, Mr. Vosoba practiced law in Wilber and Crete, Nebraska for 30 years and served as the legal counsel, pro bono, for the Nebraska Czechs of Wilber and its subsidiary corporations. Mr. Vosoba co-founded the Nebraska Czech revival and the annual Wilber Czech Festival, and also served as the first President of Nebraska Czechs, Inc., an organization operated for the purpose of organizing local chapters, planning programs and coordinating Czech activities in the State of Nebraska. Over the years, Mr. Vosoba also served as the Chairman of the Wilber Housing Authority which built Czech Village housing in Wilber, Chairman of the Wilber Library Board which oversaw the development and construction of the Dvoracek Memorial Library, the first President of the Saline County Historical Society and Chairman of the Czech Heritage program at the University of Nebraska. Mr. Vosoba served multiple terms as a former Nebraska State Senator, during which he was appointed as Chairman of the Judiciary Committee. Shortly after the Velvet Revolution in the Czech Republic, Mr. Vosoba lived in Prague and managed a company, on a volunteer basis, called Education for Democracy, which taught the English language to the Czechs. Mr. Vosoba has also received multiple community awards, including: the Knights of Blank Award given by the Nebraska Czechs of Wilber, the Zajicek Community Builder Award from the Wilber Chamber of Commerce, the Dr. Kucera Award from Nebraska Czechs, Inc., as well as several awards for service from the Nebraska Bar Association.

John Kastanek

John L. Kastanek is a member of our Board of Directors. Mr. Kastanek has been a resident of Saline County for 70 years, and currently resides on a farm northwest of Wilber. Mr. Kastanek attended the University of Nebraska, graduating in 1973 with a Bachelor's of Science in Animal Science and Mechanized Agriculture. Since graduating, Mr. Kastanek has farmed in the Wilber area for 42 years. In the past, Mr. Kastanek served as a member of the Wilber School Board for 8 years and Western United Mutual Insurance Board for 28 years. Mr. Kastanek currently serves as the President and Secretary of the Big Blue Cemetery Association and as Treasurer of the Wilber Czech Museum Board.

Officer and Director Compensation

To date, our officers and Directors have not received any compensation. While all of our officers and Directors have been named agents of the Issuer-Dealer, none will receive commissions or compensation for their efforts in promoting or selling the Units.

In addition, as of the date of the Prospectus, we have not issued any options, and do not intend to issue any options following the completion of this Offering. If in the future, we establish one or more option plans for our employees, salespersons and managers, it will be with the approval of the outside Board of Directors.

SECURITY OWNERSHIP

The following table sets forth information regarding the ownership and control of the outstanding membership units by each person known by us to beneficially own more than 10% of such units, by each of our Directors and executive officers, by all of our Directors and executive officers as a group, and by all other members as of the date of this Prospectus, and as of the completion of this Offering, assuming all 5,200 Units offered are sold.

Name and Business Address of Beneficial Owner ⁽¹⁾	Amount Beneficially Owned (prior to this Offering)	Percentage Interest (prior to this Offering)	Amount Beneficially Owned (post-Offering)	Percentage Interest (post-Offering)
Kimberly J. Anderson (President, Director)	18	6.67%	18	0.35%
Roberta J. Ripa (Vice President, Director)	20	7.41%	20	0.38%
Gary D. Wooten (Secretary, Director)	20	7.41%	20	0.38%
Steven P. Barnas (Treasurer, Director)	22	8.15%	19	0.42%
Joe T. Vosoba (Director)	16	5.93%	16	0.31%
John Kastanek (Director)	18	6.67%	18	0.35%
Officers and Directors as a group	114	42.22%	114	2.19%
Nancy & Randy Fulton Melvin & Mary Krupicka (beneficial owner of >10%)	30	11.11%	30	0.58%
All other members	126	46.67%	5,056 ⁽²⁾	97.23%

⁽¹⁾ Unless otherwise indicated, the business address of the persons named in the above table is: care of Wilber Czech

Brewery Company, LLC, P.O. Box 277, Wilber, NE 68465.

- ⁽²⁾ Includes 10 additional units issued to other organizers, who are not officers or members of the Board, in exchange for their contributions of cash and/or property.

INTEREST OF MANAGEMENT AND OTHERS IN CERTAIN TRANSACTIONS

Kimberly Anderson owns the Marks and Names described under the section titled “The Company.” To the extent that the Company desires to use the Marks and Names in the operation of its business, the Company will license the Marks and Names in exchange for a fee. As of the date of this Prospectus, the Company does not have any agreements with Mrs. Anderson to license the Marks and Names, so any such license fee will be determined at a later date.

PLAN OF DISTRIBUTION AND SELLING SECURITYHOLDERS

Plan of Distribution Generally

We are offering the Units to Nebraska residents only on a “best efforts” basis only through trained agents of the Issuer-Dealer who are registered with the Department. The agents of the Issuer-Dealer have very limited, if any, experience selling securities. The agents of the Issuer-Dealer will not receive any commission or compensation for their efforts.

Neither we nor any of our agents of the Issuer-Dealer have registered with the Securities and Exchange Commission as a “broker” or a “dealer” in reliance on a statutory exemption for a broker or dealer whose business is exclusively intrastate and who does not make use of any facility of a national securities exchange. Should a determination be made that any of the individual agents of the Issuer-Dealer retained to sell the Units were acting in violation of statutory exemption, we could be subject to the voidability of contracts provisions of Section 29(b) of the Exchange Act for any transactions made in violation of that act. See, “Risk Factors – We and the agents of the Issuer-Dealer in this Offering must comply with federal and Nebraska securities laws, and a failure to comply with these laws would materially and adversely affect our financial condition” for additional information.

Selling Securityholders

There are no selling securityholders in this Offering, and all Units issued in the Offering will be newly issued Units.

Determination of the Subscription Price

The price of the Units has been determined arbitrarily by management of the Company, and the price bears no relationship to the assets or the prospects of the Company or any other measure of value. There is no public market for the Units and therefore the Units have no readily ascertainable market value.

The Units are offered only as a long-term investment for those who can afford the risk of loss of their entire investment and who can foresee no need to liquidate their investment in the near future.

Procedures for Subscribing

The execution of a Subscription Agreement constitutes a binding offer to buy Units and an agreement to hold open the offer to buy the Units until the subscription is accepted or rejected by the Company. No subscriptions will be valid unless accepted in writing by an officer of the Company.

Prospective investors who wish to invest must deliver the following items to the Company:

1. An executed Subscription Agreement with the appropriate blanks completed; and
2. A check, bank draft or money order in the amount of the subscription, made payable to “Nebraska Title Company”.

The original subscription documents to be executed by each subscriber are contained in a packet that accompanies this Memorandum. On delivery of the executed Subscription Agreement, the subscriber will become bound by its terms and will not be able to revoke his or her subscription. However, the Company reserves the right to reject any subscription, in whole or in part, in its sole discretion.

The Escrow Agent will promptly return your investment to you with interest if we do not raise the Minimum Amount offering amount by the close of the Offering. If we raise the Minimum Amount before the close of the Offering, then all of your subscription proceeds will be released to the Company by the Escrow Agent.

Term of Offering

The Offering will continue until all of the 5,200 Units being offered are sold or one year from the date of this Prospectus, whichever occurs first. We may, in our sole discretion, extend the Offering for one additional year, subject to registration with the Department.

FINANCIAL INFORMATION

The Company was organized on March 12, 2021 and has not conducted any significant operations to date. We do not expect to generate revenue from operations (other than proceeds from the sale of Units through this Offering) until July 2023 (the “Expected Commencement Date”).

During the period prior to the Expected Commencement Date, we expect to incur approximately \$2,100,000 in start-up costs, primarily consisting of Offering expenses and the cost of designing, constructing and equipping the Brewery, and approximately \$450,000 in operating costs, primarily consisting of employee wages and benefits.

For the period after the Expected Commencement Date, we have provided a pro forma cash flow statement giving effect to the Company’s expected cash flow for the first 18 months of operations, which is included at the end of this Prospectus, beginning on page F-1.

The Company does not believe that audited financial statements are material to an investor’s understanding of an investment in the Units. As such, the Company is not including audited financial statements in this Prospectus.

LEGAL MATTERS

Cline Williams Wright Johnson & Oldfather, L.L.P. will pass upon the valid issuance of the Units offered hereby, but will not be required to render an opinion with respect to any other matter related to this Offering.

ANNUAL REPORTS TO MEMBERS

We will supply annual reports of our financial condition to all holders of our securities and such reports will contain financial statements that will be examined and reported upon by an independent or certified public accountant. Such financial statements will be prepared in accordance with generally accepted accounting principles.

We will be required to register any class of equity securities pursuant to the Exchange Act, if on the last day of our most recent fiscal year we had total assets exceeding \$1 million and more than 500 members of record. Such registration would require us to make annual and quarterly reports with the Securities and Exchange Commission and adhere to the Commission’s rules and regulations governing proxy solicitations, including the distribution of an annual report to members.

EXHIBIT A

OPERATING AGREEMENT

OPERATING AGREEMENT
OF
WILBER CZECH BREWERY COMPANY, LLC
A NEBRASKA LIMITED LIABILITY COMPANY

THE MEMBERSHIP UNITS DESCRIBED IN THIS DOCUMENT HAVE NOT BEEN REGISTERED UNDER ANY SECURITIES LAWS AND THUS THE TRANSFERABILITY OF THE MEMBERSHIP UNITS IS RESTRICTED. THE MEMBERSHIP UNITS MAY NOT BE SOLD, ASSIGNED OR TRANSFERRED, NOR WILL ANY ASSIGNEE, TRANSFEREE OR ENDORSEE THEREOF BE RECOGNIZED AS HAVING AN INTEREST IN SUCH MEMBERSHIP UNITS BY WILBER CZECH BREWERY COMPANY, LLC FOR ANY PURPOSE, UNLESS (I) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, WITH RESPECT TO SUCH MEMBERSHIP UNITS SHALL THEN BE IN EFFECT AND SUCH TRANSFER HAS BEEN QUALIFIED UNDER APPLICABLE STATE SECURITIES LAWS, OR (II) THE AVAILABILITY OF ANY EXEMPTION FROM REGISTRATION AND QUALIFICATION SHALL BE ESTABLISHED TO THE SATISFACTION OF COUNSEL FOR WILBER CZECH BREWERY COMPANY, LLC.

**OPERATING AGREEMENT
OF
WILBER CZECH BREWERY COMPANY, LLC
A NEBRASKA LIMITED LIABILITY COMPANY**

**ARTICLE I
FORMATION OF COMPANY**

1.01 Formation. On March 12, 2021, the initial Members caused the Company to be formed as a Nebraska limited liability company by causing the Certificate of Organization to be filed with the Nebraska Secretary of State in accordance with and pursuant to the Nebraska Uniform Limited Liability Company Act at Neb. Rev. Stat. § 21-101 et seq. (as amended from time to time, the “Nebraska Act”).

1.02 Name. The name of the Company is Wilber Czech Brewery Company, LLC.

1.03 Designated Office and Places of Business. For purposes of the Nebraska Act, the designated office of the Company within the State of Nebraska presently is located at 321 South Main Street, Wilber, Nebraska 68465. The Company may locate its designated office, principal place of business and other places of business at any other place or places as the Board of Directors may from time to time deem advisable.

1.04 Registered Office and Registered Agent. The Company’s registered office presently is located at 233 South 13th Street, 1900 U.S. Bank Building, Lincoln, Nebraska 68508. The name of its registered agent at such address presently is Shannon E. Fallon. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Nebraska Secretary of State pursuant to the Nebraska Act.

1.05 Term. The Company shall have perpetual duration. The Company’s operations commenced on the date of filing of the Certificate of Organization with the Nebraska Secretary of State, and will terminate when the Company is dissolved in accordance with the provisions of this Operating Agreement (this “Operating Agreement”) and the Nebraska Act.

**ARTICLE II
BUSINESS OF COMPANY**

The Company may engage in all lawful business of every kind permitted by the statutes of the State of Nebraska for limited liability companies.

**ARTICLE III
NAMES AND ADDRESSES OF OWNERS**

The names and addresses of the Owners of the Company are set forth on Exhibit A, as such Exhibit A may be amended from time to time.

**ARTICLE IV
MEMBERSHIP UNITS**

4.01 Authorized Membership Units. The Company shall be authorized to create and issue an unlimited number of Membership Units. Until such time as the Board of Directors otherwise determines, the authorized Membership Units shall consist of fifty two hundred (5,200) units.

4.02 Ownership of Membership Units; Issuance of Additional Membership Units. The Membership Units

owned by the Owners are set forth on Exhibit A, as such Exhibit A may be amended from time to time to reflect the issuance and Transfer of Membership Units and the admission of additional Members as provided in this Operating Agreement. Additional Membership Units may be issued from time to time by the Company upon approval of the Board of Directors, and no Membership Units or other equity interests in the Company, or any options, warrants, convertible notes, or other instruments convertible into Membership Units or other equity interests in the Company, may be issued unless approved by the Board of Directors.

4.03 Membership Units are Securities. All Membership Units in the Company shall be deemed to be securities governed by Article 8 of the Uniform Commercial Code as in effect in the State of Nebraska and in any other applicable jurisdiction, as provided in Section 8-103 of such Uniform Commercial Code, for all purposes.

4.04 Certificates. Every holder of Membership Units shall be entitled to have a certificate signed by or in the name of the Company by the CEO, President or any Vice President. All certificates for Membership Units shall be consecutively numbered, shall state the number of Membership Units represented thereby, and shall otherwise be in such form as shall be determined by the Board of Directors.

4.05 Legends on Certificates. Each certificate for Membership Units issued by the Company shall be stamped or otherwise imprinted with legends in substantially the following form, or such similar legends as may be specified in any other agreement with the Company:

THE MEMBERSHIP UNITS REPRESENTED BY THIS CERTIFICATE SHALL CONSTITUTE A "SECURITY" WITHIN THE MEANING OF (I) SECTION 8-102(A)(15) OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT FROM TIME TO TIME IN THE STATE OF NEBRASKA AND (II) THE UNIFORM COMMERCIAL CODE OF ANY OTHER APPLICABLE JURISDICTION (AND SHALL BE TREATED AS SUCH A "SECURITY" GOVERNED BY ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE AS PROVIDED IN SECTION 8-103(C) THEREOF FOR ALL PURPOSES, INCLUDING WITHOUT LIMITATION PERFECTION OF A SECURITY INTEREST THEREIN UNDER ARTICLE 8 OF EACH APPLICABLE UNIFORM COMMERCIAL CODE).

OFFERS AND SALES OF THESE SECURITIES WERE MADE UNDER AN EXEMPTION FROM REGISTRATION AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF THE SALE BY THE ISSUER OF THESE SECURITIES, ANY RESALE OF THESE SECURITIES SHALL BE MADE ONLY TO PERSONS RESIDENT WITHIN THE STATE OF NEBRASKA.

ARTICLE V

RIGHTS AND OBLIGATIONS OF OWNERS

5.01 Limitation of Liability. Each Owner's liability shall be limited as set forth in this Operating Agreement, the Nebraska Act and other applicable law.

5.02 Company Debt Liability. Except as otherwise required by law, an Owner will not be personally liable for any debts or losses of the Company beyond his, her or its respective Capital Contributions and any obligation of the Owner under Section 10.01 or 10.02 to make Capital Contributions.

5.03 Approval of Sale of All Assets. The Members shall have the right, by the affirmative vote of Members holding at least two-thirds (2/3) of the Membership Units held by all Members to approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets as part of a single transaction or plan. Any such sale, exchange, or other disposition shall also require approval of the Board of Directors.

5.04 Priority and Return of Capital. No Owner shall have priority over any other Owner, either as to the return of Capital Contributions or as to profits, losses or distributions; provided, that this Section 5.04 shall not apply to loans (as distinguished from Capital Contributions) which an Owner has made to the Company.

5.05 No Participation in Management. Except as otherwise provided in this Operating Agreement, the Certificate of Organization or the Nebraska Act, no Member shall, in his, her or its capacity as a Member, participate in the control, management, direction or operation of the affairs of the Company. The Company shall be “manager-managed” for purposes of the Nebraska Act, and the members of the Company’s Board of Directors (as described in Article VII below) shall be the “managers” of the Company for purposes of the Nebraska Act.

ARTICLE VI **MEETINGS OF MEMBERS**

6.01 Meetings of Members. Meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Board of Directors, the CEO or the President, or by Members who collectively hold at least ten percent (10%) of the Membership Units held by all Members.

6.02 Place of Meetings. The Board of Directors may designate any place, either within or outside the State of Nebraska, as the place of meeting for any meeting of the Members. If no designation is made, or if a meeting is otherwise called, the place of meeting shall be the principal place of business of the Company.

6.03 Notice of Meetings. Except as provided in Sections 6.04 and 6.09, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting by or at the direction of the Board of Directors or person calling the meeting, to each Member entitled to vote at such meeting. Such notice shall be provided in accordance with Section 15.03.

6.04 Meeting of all Members. If all of the Members shall meet at any time and place, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

6.05 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is given to Members or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section 6.05, such determination shall apply to any adjournment thereof.

6.06 Quorum. Members holding at least a majority of all Membership Units, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Members represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if the adjournment is for more than sixty (60) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Membership Units whose absence would cause less than a quorum.

6.07 Manner of Acting. If a quorum is present, the affirmative vote of Members holding a majority of the Membership Units shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Nebraska Act, by the Certificate of Organization or by this Operating Agreement.

6.08 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

6.09 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by Members holding the number of Membership Units required for approval of the action taken and delivered to the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section 6.09 is effective when Members holding the number of Membership Units required have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

6.10 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

6.11 Electronic Communication. Members may participate in a meeting of the Members by means of a telephone conference or other communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

ARTICLE VII

BOARD OF DIRECTORS

7.01 Management by Board of Directors. The business and affairs of the Company shall be managed and controlled by and under the direction of a Board of Directors. Subject to Section 7.15, all powers that may be exercised and/or performed by the Company under the Nebraska Act, the Certificate of Organization and this Operating Agreement shall be exercised by and under the direction of the Board of Directors; provided, that only the officers of the Company shall have the authority to bind the Company as provided in Article VIII below and no individual Director shall have such authority in his or her capacity as a Director.

7.02 Number, Qualifications and Term of Office. The Board of Directors shall consist of no less than five (5) and no more than fifteen (15) individuals. The Board of Directors may change the number of Directors from time to time in the Board's sole discretion. The number of Directors constituting the initial Board of Directors shall be six (6), consisting of the following individuals: Kimberly Anderson, Roberta Ripa, Gary Wooten, Steven Barnas, Joe Vosoba and John Kastanak. If any Member contributes at least \$100,000 to the Company, such Member shall automatically be appointed to serve as a member of the Board of Directors, unless such appointment is otherwise waived in writing by such Member. All Directors shall become a party this Operating Agreement, in his or her capacity as a Director, prior to serving as a member of the Board of Directors. A Director shall serve on the Board of Directors until such Director submits his or her resignation or is otherwise removed from the Board of Directors for Cause.

7.03 Place of Meeting of Board of Directors. The Board of Directors may hold its meetings, either within or without the State of Nebraska, at such place or places as it may from time to time determine or as shall be designated in any notices or waivers of notice thereof. Any such meeting, whether regular or special, may be held by telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting in such manner shall constitute presence in person at such meeting.

7.04 Regular Meetings. Regularly scheduled meetings of the Board of Directors may be held without notice at such times as the Board of Directors may from time to time determine.

7.05 Special Meetings; Notice. Special meetings of the Board of Directors shall be held, either within or without the State of Nebraska, whenever called by the Chief Executive Officer, President or a majority of the Directors at the time then in office. Except as otherwise provided in Section 7.08, notice shall be given to the Directors, in the manner provided in Section 15.03, of each such special meeting, which notice shall state the time and place of such meeting, but need not state the purposes thereof. Except as otherwise provided in Section 7.08, notice of each such meeting shall be provided at least two (2) days before the day on which such meeting is to be held. A written waiver of notice, whether given before or after the meeting to which it relates, shall be equivalent to the giving of notice of such meeting to the

Director or Directors signing such waiver. Attendance of a Director at a special meeting of the Board of Directors shall constitute a waiver of notice of such meeting, except when he or she attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

7.06 Quorum and Manner of Acting. A majority of the whole Board of Directors shall be present in person at any meeting of the Board of Directors in order to constitute a quorum for the transaction of business at such meeting, and except as otherwise specified in this Operating Agreement, the Certificate of Organization or the Nebraska Act, the vote of a majority of the Directors present at any such meeting at which a quorum is present shall be the act of the Board of Directors. Each Director is entitled to one (1) vote for matters before the Board. In the absence of a quorum from any such meeting, a majority of the Directors present thereat may adjourn such meeting from time to time to another time or place, without notice other than announcement at the meeting, until a quorum shall be present thereat. The Directors shall act only as a Board of Directors and the individual Directors shall have no power as such.

7.07 Organization. At each meeting of the Board of Directors, a Director chosen by a majority of the Directors present thereat, shall act as chairman of such meeting and preside thereat. The Secretary, or if he or she is absent, the person whom the chairman of such meeting shall appoint, shall act as Secretary of such meeting and keep the minutes thereof.

7.08 Action by Directors Without a Meeting. Unless otherwise restricted by the Certificate of Organization or this Operating Agreement, any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, is signed by all Directors and such consent is filed with the minutes of the proceedings of the Board of Directors.

7.09 Electronic Communication. Members of the Board of Directors may participate in a meeting of the Board of Directors by means of a telephone conference or other communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

7.10 Committees. The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board of Directors, appoint an executive committee and one or more other committees, each committee to consist of two (2) or more directors of the Company, which committees shall, to the extent permitted by law, have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Company as shall be delegated to them.

7.11 Resignation. Any Director may resign at any time by giving written notice of his or her resignation to the Company. Any such resignation shall take effect at the time specified therein, or if the time when it shall become effective is not specified therein, it shall take effect immediately upon its receipt by the CEO, the President or the Secretary; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. If the Director is also a Member, the Director's resignation shall not, by itself, affect his or her rights as a Member and shall not constitute his or her withdrawal or resignation as a Member.

7.12 Removal. A Director may only be removed for Cause by the affirmative vote of Members holding not less two-thirds (2/3) of the Membership Units. Notice specifying the Cause for removal shall be given to the Board of Directors and the Members at least thirty (30) days in advance of the meeting of Members convened for the purpose of voting on such removal. If the Director is also a Member, the Director's removal shall not, by itself, affect his or her rights as a Member and shall not constitute his or her withdrawal as a Member.

7.13 Vacancies. Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. If one or more Directors shall resign from the Board of Directors, effective at a future date, a majority of the Directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each Director so chosen shall hold office as provided in this

Section 7.13 for the filling of other vacancies; provided, however that each new Director shall become a party this Operating Agreement, in his or her capacity as a Director, prior to serving as a member of the Board of Directors.

7.14 Compensation. The Board of Directors may at any time and from time to time by resolution provide that the Directors may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as Director or both, in either case payable in cash. In addition, the Board of Directors may at any time and from time to time by resolution provide that Directors shall be paid their actual expenses, if any, of attendance at each meeting of the Board of Directors. Nothing in this Section 7.14 shall be construed as precluding any Director from serving the Company in any other capacity and receiving compensation therefor, but the Board of Directors may by resolution provide that any Director receiving compensation for his or her services to the Company in any other capacity shall not receive additional compensation for his or her services as a Director.

7.15 Actions Requiring Approval of the Members. Notwithstanding Section 7.01 herein, neither the Board of Directors nor any individual Director, Member, officer or other person shall have the authority to take any of the following actions, or to enter into a binding agreement to take any of the following actions, on behalf of or on account of the Company without the approval of the Board of Directors and the Members holding at least a majority of the Membership Units held by all Members:

(a) The consummation of any merger of the Company with or into any entity that is not a wholly owned subsidiary of the Company;

(b) Any liquidation of the Company into any person or entity that is not a direct or indirect wholly owned subsidiary of the Company.

(c) An amendment of the Certificate of Organization or this Operating Agreement that modifies Members' rights;

(d) The commencement by the Company or any of its subsidiaries of a voluntary proceeding under title 11 of the United States Code, 11 U.S.C. Sections 101 et seq. (the "Federal Bankruptcy Act") or any other similar federal or state law or of any other proceeding to be adjudicated a bankrupt or insolvent, or the consent (whether by action or inaction) by the Company or any such subsidiary to the entry of a decree or order for relief in respect of the Company or any such subsidiary in an involuntary proceeding under the Federal Bankruptcy Act or any other similar federal or state law or to the commencement of any bankruptcy or insolvency proceeding against the Company or any such subsidiary, or the filing by the Company or any such subsidiary of a petition or answer or consent seeking reorganization or relief under any applicable federal or state law, or the consent by the Company or any such subsidiary to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of the Company or any such subsidiary or of any substantial part of the property of the Company or any such subsidiary, or the making by the Company or any such subsidiary of an assignment for the benefit of creditors, or the admission by the Company or any such subsidiary in writing of its inability to pay its debts generally as they become due;

(e) Changing the status of the Company from one in which management is vested in the Board of Directors, as provided in this Operating Agreement, to one in which management is vested in the Members; or

(f) The taking of any other action required by the other provisions of this Operating Agreement to be approved by the Members, to the extent such other provisions do not require approval by Members holding a greater or lesser number or percentage of the Membership Units.

ARTICLE VIII **OFFICERS**

8.01 Authority of Officers to Bind the Company. Except as otherwise provided herein, only the officers and other agents of the Company authorized by the Board of Directors shall have the authority to bind the Company.

8.02 Number of Officers. The officers of the Company shall be elected by the Board of Directors from time to time and may include one or more of the following: a Chief Executive Officer (“CEO”), a President, a Secretary, a Chief Financial Officer (“CFO”), a Treasurer, one or more Vice Presidents, one or more Assistant Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers and such other officers as shall from time to time be chosen and appointed by the Board of Directors. Any two offices may be held by the same person, and the same person may execute, acknowledge or verify any instrument in more than one capacity.

8.03 Election of Officers; Term. The officers of the Company shall be elected from time to time by the Board of Directors. Each such officer shall hold office until his or her successor is duly elected or until his or her earlier death or resignation or removal in the manner hereinafter provided.

8.04 Agents. In addition to the officers mentioned in Section 8.02, the Board of Directors may appoint such agents as the Board of Directors may deem necessary or advisable, each of which agents shall have such authority and perform such duties as are provided in this Operating Agreement or as the Board of Directors may from time to time determine. The Board of Directors may delegate to any officer or to any committee the power to appoint or remove any such agents.

8.05 Compensation of Officers. The salaries of all officers and agents of the Company shall be fixed by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a Director of the Company.

8.06 Notice of Employment and Removal of Officers. Absent a written agreement signed by a duly authorized officer of the Company to the contrary, all employment with the Company, including any employment of officers, is at will. Election to an office does not itself constitute employment with the Company and does not change the nature of any employment. The employment of officers, like that of all other employees and/or services of officers, may be terminated at any time, with or without cause, and without further obligation.

8.07 Resignation of Officer. Any officer may resign at any time by giving written notice of his or her resignation to the Board of Directors, the CEO, the President or the Secretary. Any such resignation shall take effect at the time specified therein, or, if the time when it shall become effective is not specified therein, it shall take effect immediately upon its receipt by the party to whom it is properly addressed; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. If the officer is also a Member, the officer’s resignation shall not, by itself, affect his or her rights as a Member and shall not constitute his or her withdrawal or resignation as a Member.

8.08 Removal of Officers. Any single officer, group of officers or all officers may be removed, with or without cause, at any time by resolution adopted by a majority of the whole Board of Directors.

8.09 Officer Vacancies. A vacancy in any office due to death, resignation, removal, disqualification or any other cause may be filled for the unexpired portion of the term thereof by the Board of Directors.

8.10 Chief Executive Officer. The Board of Directors may, at its option, elect a CEO. Subject to the authority of the Board of Directors, the CEO shall have the general oversight of the conduct of the business and affairs of the Company and its executive officers. The CEO shall see that all orders and resolutions of the Board of Directors are carried into effect. Subject to the authority of the Board of Directors, the CEO may sign, alone or with any other officer of the Company or other person authorized by the Board of Directors, deeds, mortgages, bonds, contracts, trust deeds or other instruments. The CEO shall perform such other duties as from time to time may be assigned to him or her by the Board of Directors.

8.11 President. The Board of Directors may, at its option, elect a President. In the absence of the CEO, or in the event of his or her death, inability to act, or refusal to carry out a lawful order of the Board of Directors, the President shall perform the duties of the CEO, and when so acting, shall have all powers of and be subject to all the restrictions upon the CEO. The President shall perform such other duties as from time to time may be assigned to him or

her by the CEO or the Board of Directors.

8.12 Vice President. The Board of Directors may, at its option, elect one or more Vice Presidents. In the absence of the CEO and the President, in the event of either individual's death, inability to act, or refusal to carry out a lawful order of the Board of Directors, or, with respect to the President, a lawful order of the CEO, a Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the CEO or President, respectfully, and when so acting, shall have all powers of and be subject to all the restrictions upon the CEO, or President, respectfully. A Vice President shall perform such other duties as from time to time may be assigned to him or her by the CEO, the President or the Board of Directors.

8.13 Chief Financial Officer. The Board of Directors may, at its option, elect a CFO. If required by the Board of Directors, the CFO shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. If elected, the CFO shall: (a) have charge and custody of, and be responsible for, all funds, securities, notes, and valuable effects of the Company; (b) receive and give receipt for monies due and payable to the Company from any sources whatsoever; (c) deposit all such monies to the credit of the Company or otherwise as the Board of Directors, the CEO or the President shall direct in such banks, trust companies or other depositories as shall be selected by the Board of Directors; (d) cause such funds to be disbursed by checks or drafts on the authorized depositories of the Company; (e) be responsible for the accuracy of the amounts of, and cause to be preserved proper vouchers for, all monies so disbursed; (f) have the right to require from time to time reports or statements giving such information as he or she may desire with respect to any and all financial transactions of the Company from the officers or agents transacting the same; (g) render to the CEO, the President or the Board of Directors, whenever they, respectively, shall request him or her so to do, an account of the financial condition of the Company and of all his or her transactions as CFO; and (h) upon request, exhibit or cause to be exhibited at all reasonable times the cash books and other records to the CEO, the President or any of the Directors of the Company. The CFO shall perform such other duties as from time to time may be assigned by the CEO, the President or the Board of Directors.

8.14 Treasurer. The Board of Directors may, at its option, elect a Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. In the absence of the CFO, or in the event of his or her death, inability to act, or refusal to carry out a lawful order of the Board of Directors, the CEO, or the President, the Treasurer shall perform the duties of the CFO, and when so acting, shall have all powers of and be subject to all the restrictions upon the CFO. The Treasurer shall perform such other duties as from time to time may be assigned to him or her by the CEO, CFO, President or the Board of Directors.

8.15 Secretary. The Board of Directors may, at its option, elect a Secretary. The Secretary shall: (a) record all the proceedings of the meetings of the Board of Directors and the committees of the Board of Directors (if any) in one or more books kept for that purpose; (b) see that all notices are duly given in accordance with the provisions of this Operating Agreement or as required by law; (c) be the custodian of all contracts, deeds, documents, all other indicia of title to properties owned by the Company and of its other corporate records (except accounting records); and (d) see that the books, reports, statements, certificates and all other documents and records required by law are properly kept and filed. The Secretary shall perform such other duties as from time to time may be assigned to him or her by the CEO, CFO, President or the Board of Directors.

8.16 Assistant Officers. Any persons elected as assistant officers shall assist in the performance of the duties of the designated office and such other duties as shall be assigned to them by any Vice President, the CFO, the Secretary or the Treasurer, as the case may be, or by the Board of Directors, the CEO or the President.

ARTICLE IX

LIABILITY OF DIRECTORS AND OFFICERS; INDEMNIFICATION

9.01 Liability of Directors and Officers. Except as otherwise required by the Nebraska Act, no Director or officer of the Company shall be liable to the Company or to any Member in carrying his or her duties hereunder for (a)

any action taken or omitted to be taken (i) in good faith and reasonably believed by the Director or officer to be in or not opposed to the best interests of the Company, or (ii) in reliance on the provisions of this Operating Agreement, the Nebraska Act or the Certificate of Organization, or (b) good faith errors of judgment. Except as otherwise required by the Nebraska Act, a Director or officer shall only be liable for willful misconduct or gross negligence in the performance of his or her duties.

9.02 Indemnification of Directors and Officers. To the fullest extent permitted by law, the Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Company, by reason of the fact that he or she is or was a Director or officer of the Company, against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The indemnity provided for by this Section 9.02 shall not be deemed to be exclusive of any other rights to which those indemnified may be otherwise entitled, nor shall the provisions of this Section 9.02 be deemed to prohibit the Company from extending its indemnification to cover other persons or activities to the extent permitted by law.

9.03 Insurance. To the fullest extent permitted by law, the Company shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Company against any liability asserted against him or her and incurred in such capacity or arising out of his or her status as such, regardless of whether the Company would have the power to indemnify him or her against such liability.

9.04 Transactions with Affiliates. Nothing in this Operating Agreement shall preclude any transactions between the Company and any Member, Director or officer, or any Affiliate of any Member, Director or officer, acting for its own account; provided, that any such transactions must be approved by the Board of Directors upon a determination that the Board of Directors reasonably believes, at the time of entering into such transactions, that such transactions are in the best interests of the Company.

9.05 Other Business Ventures. Unless otherwise agreed in writing, any Member, Director, officer and any Affiliate of any Member, Director or officer, may engage independently or with other in other business ventures of every nature and description. The pursuit of such other ventures and activities by such Members, Directors, officers and Affiliates is hereby consented to by the Members and shall not be deemed wrongful or improper.

ARTICLE X

CONTRIBUTIONS TO THE COMPANY

10.01 Members' Capital Contributions. The Members have contributed to the capital of the Company the Capital Contributions set forth on Exhibit A, as such Exhibit A may be amended from time to time.

10.02 Additional Contributions. Except as otherwise agreed by an Owner in writing, no Owner shall be required to make any additional Capital Contributions. To the extent approved by the Board of Directors from time to time, the Members may be permitted to make additional Capital Contributions if and to the extent they so desire, and if the Board of Directors determines that such additional Capital Contributions are necessary or appropriate in connection with the conduct of the Company's business.

10.03 Withdrawal or Reduction of Members' Contributions to Capital.

(a) An Owner shall not receive out of the Company's property any part of his, her or its Capital Contribution until all liabilities of the Company, except liabilities to Owners on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) An Owner, irrespective of the nature of his, her or its Capital Contribution, has only the right to demand

and receive cash in return for his, her or its Capital Contribution.

ARTICLE XI
TAX ELECTION, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

11.01 Treatment as a Corporation; C-Corporation Election. The Members intend and agree that the Company shall be operated in a manner consistent with its treatment as an association taxable as a corporation for federal and state income tax purposes. Each of the Members agrees to take all actions and execute all consents and instruments necessary to cause the Company to be taxed as an association taxable as a corporation. Each of the Members further agrees to cause the Company to elect to be treated as a corporation under Subchapter C of the Code, and each of the Members agrees to take all actions and execute all consents and instruments necessary to give effect to such election. No Member shall take any action inconsistent with the express intent and agreement of the parties hereto, and no provision of this Operating Agreement shall be construed in a manner which would require the Company to be taxed in any manner other than as established by or pursuant to this Section 11.01.

11.02 Distributions. Subject to Sections 11.03 and 11.04, all distributions of cash or other property shall be made to the Owners at such times and in such amounts as determined by the Board of Directors. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Owners from the Company shall be treated as amounts distributed to the relevant Owner(s).

11.03 Tax Payment Distributions. The Board of Directors may direct that the Company make pro rata distributions of money, based on ownership of Membership Units to pay the federal and state income taxes on the income (net of any tax benefits produced for the Members by the Company's losses, deductions, and credits) received by the Owner from the Company under the applicable provisions of the Code. The total amount to be distributed shall be determined based on the highest marginal federal and applicable state tax rates (without regard to exemptions or phaseouts of lower tax rates, and presuming that the state income tax is deductible for federal income tax purposes). The Board of Directors may base the distributions on their marginal tax rates unless another Member demonstrates to the Board of Directors that his or her income allocation is subject to tax at a higher marginal rate.

11.04 Limitation Upon Distributions. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Owners on account of their Capital Contributions.

11.05 Accounting Principles. The profits and losses of the Company shall be determined on a consistent basis using those accounting methods that provide the Company with the greatest tax benefits.

11.06 Interest On and Return of Capital Contributions. No Owner shall be entitled to interest on his, her or its Capital Contribution or to return of his, her or its Capital Contribution, except as otherwise specifically provided for herein.

11.07 Loans to Company. Nothing in this Operating Agreement shall prevent any Owner from making secured or unsecured loans to the Company by agreement with the Company.

11.08 Accounting Period. The Company's accounting period shall be determined by the Board of Directors.

11.09 Records and Reports. At the expense of the Company, the Managers shall maintain records and accounts of all operations and expenditures of the Company.

11.10 Returns and Other Elections. At the Company's expense, the Board of Directors shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Owners within a reasonable time after the end of the

Company's fiscal year. All elections permitted to be made by the Company under federal or state laws shall be made as directed by the Board of Directors.

ARTICLE XII **TRANSFERABILITY**

12.01 Restrictions. No Transfer of Membership Units shall occur or be effective if the Board of Directors and/or the appropriate officers of the Company determine(s) based on the advice of counsel for the Company that such Transfer (a) is not permitted without registration of the Membership Units under the Securities Act of 1933, (b) is in violation of any state securities or "Blue Sky" laws (including any investment suitability standards) applicable to the Company, or (c) is in violation of any other law, regulation or rule applicable to the Company.

12.02 Transferee Not Member in Absence of Board of Directors Consent. Notwithstanding anything contained herein to the contrary, unless the Board of Directors consents to the proposed Transfer of Membership Units by a transferring Member to a Transferee who is not a Member immediately prior to the Transfer, then the proposed Transferee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. Further, such Transferee shall not be entitled to access information concerning Company transactions, or to inspect or copy any of the Company's books or other records. The Transferee shall be merely an Economic Interest Owner. No Transfer of a Member's interest in the Company (including any Transfer of the Economic Interest or any other Transfer that has not been approved by the Board of Directors shall be effective unless and until written notice (including the name and address of the proposed transferee and the date of such Transfer) has been provided to the Company.

ARTICLE XIII **ADDITIONAL MEMBERS**

Following the execution of this Operating Agreement by the Members party hereto, no person or entity may become a Member in this Company except with the consent of the Board of Directors. Any person or entity admitted as a Member with the consent of the Board of Directors shall execute a signature page to this Operating Agreement, in the form attached hereto as Exhibit B, as a condition precedent to such admission.

ARTICLE XIV **DISSOLUTION AND TERMINATION**

14.01 Dissolution.

(a) The Company shall be dissolved only upon the occurrence of any of the following events:

(i) by the written agreement or vote of the Board of Directors and Members owning at least two-thirds (2/3) of the Membership Units owned by all Members; or

(ii) pursuant to a court order determining that the Company should be dissolved pursuant to Section 21-147 of the Nebraska Act.

(b) As soon as possible following the occurrence of any of the events specified in this Section 14.01 effecting the dissolution of the Company, the appropriate representative of the Company shall execute a statement of dissolution in such form as shall be prescribed by the Nebraska Secretary of State and file same with the Nebraska Secretary of State's office.

(c) The death of an Owner shall not dissolve the Company unless Members owning at least two-thirds (2/3) of the Membership Units owned by all Members and the Board of Directors elect to dissolve. If an Owner dies or a court of competent jurisdiction adjudges him or her to be incompetent to manage his or her person or his or her property, the Owner's executor, administrator, guardian, conservator or other legal representative may exercise all of the Owner's

rights for the purpose of settling his estate or administering his property, and for the purpose of continuing the operation of the Company's business.

(d) A Member who resigns or withdraws (a "Resigning Member") shall not be entitled to receive any distributions to which such Member would have been entitled had such Member remained a Member. Except as otherwise expressly provided herein, a Resigning Member shall become an Economic Interest Owner.

14.02 Effect of Filing of Statement of Dissolution. Upon the filing by the Nebraska Secretary of State of a statement of dissolution, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business in accordance with the Nebraska Act.

14.03 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Board of Directors shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Board of Directors shall:

(i) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Board of Directors may determine to distribute any assets to the Owners in kind);

(ii) Discharge all liabilities of the Company, including liabilities to Owners who are creditors, to the extent otherwise permitted by law, other than liabilities to Owners for distributions, and establish such Reserves as may be reasonably necessary to provide for contingent or liabilities of the Company;

(iii) Distribute the remaining assets to the Owners in proportion to their Membership Units. If any assets of the Company are to be distributed in kind, they shall be valued for purposes of this Section 14.02 at an amount equal to the net fair market value of such assets as of the date of termination, as determined by independent appraisal or by agreement of the Members.

(c) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(d) The Owners and the Board of Directors shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

14.04 Return of Contribution Nonrecourse to Other Owners. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Owner shall look solely to the assets of the Company for the return of his, her or its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Owners, such Owner or Owners shall have no recourse against any other Owner.

ARTICLE XV
MISCELLANEOUS PROVISIONS

15.01 Certain Defined Terms. The following capitalized terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

(a) "Affiliate" shall mean, with respect to any specified person or entity, any other person or entity who, directly or indirectly, controls, is controlled by, or is under common control with such person or entity. In addition, in the case of Members who are natural persons, "Affiliate" shall include any family member (natural or adopted) of a Member,

and any entity in which a Member or family member (natural or adopted) of a Member has a controlling beneficial ownership interest.

(b) “Capital Contribution” shall mean any contribution to the capital of the Company in cash or property whenever made.

(c) “Cause” as grounds for removal of a Director, shall mean the following: (i) participation in any fraud, commission of any crime or the intentional destruction or misappropriation of property belonging to the Company or to any customer, client or account to which the Company provides services, or the intentional making of any false entry in the books of the Company; (ii) the breach of any material term or condition of this Operating Agreement; (iii) gross negligence in the performance of the Director’s duties hereunder; and/or (iv) disability, which for purposes of this Operating Agreement, shall mean the Director’s mental or physical health is so impaired that it prevents him or her from effectively performing his or his duties as a Director for more than ninety (90) consecutive days, or as otherwise determined in a written opinion provided by a medical physician selected by the Company.

For purposes of obtaining a written opinion by the Company-designated physician, each Director hereby covenants and agrees to cooperate with and undergo an examination and agrees to provide to the Company, or its authorized designee, a signed authorization form that complies with the Health Insurance Portability and Accountability Act, as amended (“HIPAA”), solely for the purpose of permitting the Company, or its authorized designee, to obtain the medical opinion from the Company-designated physician regarding whether the Member has suffered a disability under the terms hereof.

(d) “Certificate of Organization” shall mean the Certificate of Organization of the Company, as filed with the Secretary of State of Nebraska as the same may be amended from time to time.

(e) “Code” shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

(f) “Company” shall refer to Wilber Czech Brewery Company, LLC, a Nebraska limited liability company.

(g) “Directors” shall mean an individual member of the Board of Directors established pursuant to Article VII of this Operating Agreement. The Directors of the Company shall be the Company’s “managers” for purposes of the Nebraska Act, and the term “Directors” as used in this Operating Agreement, shall be the equivalent of the term “managers” as used in the Nebraska Act.

(h) “Distributable Cash” means all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company’s business; (iii) such Reserves as the Board of Directors deems reasonably necessary to the proper operation of the Company’s business.

(i) “Economic Interest” shall mean an Owner’s share of the Company’s profits, losses and distributions of the Company’s assets pursuant to this Operating Agreement and the Nebraska Act, but shall not include any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members.

(j) “Economic Interest Owner” shall mean the owner of an Economic Interest who is not a Member.

(k) “Fiscal Year” shall mean the Company’s fiscal year, which shall be the calendar year unless otherwise determined by the Board of Directors.

(l) “Member” shall mean each of the parties who executes a counterpart of this Operating Agreement as a Member and any other party who may hereafter become a Member. If a person is a Member immediately prior to the

purchase or other acquisition by such person of an Economic Interest, such person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Units or Economic Interest, as the case may be.

(m) “Membership Units” shall mean the units of ownership in the Company held by Owners; provided, that the Membership Units owned or held by an Economic Interest Owner shall evidence only such Owner’s Economic Interest in the Company.

(n) “Operating Agreement” shall mean this Operating Agreement as originally executed and as amended from time to time.

(o) “Owner” shall mean any Member and any Economic Interest Owner.

(p) “Regulations” shall include proposed, temporary and final regulations promulgated under the Code in effect as of the date of filing the Certificate of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

(q) “Reserves” shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Board of Directors for working capital and to pay real estate taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company’s business.

(r) “Transfer” shall mean any direct or indirect transfer, donation, sale, assignment, pledge, hypothecation, grant of a security interest in or other disposal or attempted disposal of all or any portion of a Membership Unit, any interest or rights in a Membership Unit or any rights under this Operating Agreement. “Transferred,” “Transferee” and other like terms shall have corresponding meanings.

15.02 Other Defined Terms. Other capitalized terms used in this Operating Agreement and defined herein shall have the meanings ascribed to them elsewhere in this Operating Agreement.

15.03 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Operating Agreement shall be in writing and deemed to have been sufficiently given or served for all purposes if sent by facsimile transmission to the party’s facsimile number, as set forth on the books and records of the Company, if sent by electronic mail to the party’s electronic mail address, as set forth on the books and records of the Company, if delivered personally to the party to whom the same is directed or if mailed via the United States Postal Service, postage and charges prepaid, addressed to the party’s address, as set forth on the books and records of the Company. Any party may change its address or facsimile number for notice by giving notice in writing, stating its new address or facsimile number for notices to the other party. Except as otherwise provided herein, any such notice delivered by mail shall be deemed to be given on the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

15.04 Books of Account and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Board of Directors, in which shall be entered fully and accurately all transactions and other matters relating to the Company’s business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records shall at all times be maintained at the principal executive office of the Company and shall be open to the reasonable inspection and examination by the Members, the Economic Interest Owners or their duly authorized representatives during reasonable business hours.

15.05 Application of Nebraska Law. This Operating Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Nebraska, and specifically the Nebraska Act.

15.06 Waiver of Action for Partition. Each Owner irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

15.07 Amendments. This Operating Agreement may not be amended except with the consent of the Board of Directors and Members holding at least a majority of the Membership Units held by all Members. In the event an amendment to this Operating Agreement is adopted in accordance with this Section 15.07, each Member or Owner, as applicable, agrees to promptly execute the amendment so adopted.

15.08 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

15.09 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

15.10 Interpretations. Any court or other adjudicating body shall not interpret any uncertainty or ambiguity existing in this Operating Agreement against any party because such party prepared any portion of this Operating Agreement, but shall resolve any such uncertainty or ambiguity according to the application of standard rules of contract interpretation.

15.11 Entire Agreement. This Operating Agreement contains the entire agreement of the parties with respect to ownership of interests in the Company.

15.12 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit and scope, extent or intent of this Operating Agreement or any provision hereof.

15.13 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

15.14 Rights and Remedies Cumulative. In the event any party fails to comply with the terms of this Operating Agreement the Company or any affected party may seek any remedy at law or in equity without notice or demand, including specific performance. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute ordinance or otherwise.

15.15 Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

15.16 Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

15.17 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

15.18 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

15.19 Entire Agreement. This Operating Agreement contains the entire understanding and agreement of the parties with respect to ownership of interests in the Company, and shall govern the operation, management and ownership

of the Company in all respects from and after the effective date, unless and until this Operating Agreement is further amended in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Operating Agreement to be duly executed effective as of _____, 2021.

MEMBERS:

DIRECTORS:

Kimberly Anderson

Kimberly Anderson

Roberta Ripa

Roberta Ripa

Gary Wooten

Gary Wooten

Joe Vosoba

Joe Vosoba

Steven Barnas

Steven Barnas

John Kastanek

John Kastanek

EXHIBIT A

OWNERS OF WILBER CZECH BREWERY COMPANY, LLC

<u>Name and Address</u>	<u>Membership Units</u>	<u>Capital Contribution*</u>
Kimberly Anderson 19525 Wirt Street Elkhorn, NE 68022	20	\$10,000
Gary Wooten 414 S. East Street Wilber, NE 68465	20	\$10,000
Steven Barnas 406 S. East Street Wilber, NE 68465	20	\$10,000
Roberta Ripa 1334 County Road 2100 Wilber, NE 68465	20	\$10,000
Joe Vosoba 3500 Faulkner Drive, #A310 Lincoln, NE 68465	20	\$10,000
John Kastanek 1205 County Road 2000 Wilber, NE 68465	20	\$10,000

* In exchange for the Membership Units issued in the table above, the initial Members will make the foregoing capital contributions on or before the Company raises a minimum of \$600,000 in capital from other investors pursuant to an offering of Membership Units registered with the Nebraska Department of Banking and Finance, Bureau of Securities.

**SIGNATURE PAGE
TO
OPERATING AGREEMENT
OF
WILBER CZECH BREWERY COMPANY, LLC**

Pursuant to Article XIII of the Operating Agreement of Wilber Czech Brewery Company, LLC, a Nebraska limited liability company (the "Company"), the undersigned hereby agrees to be bound by and does hereby accept all of the terms and conditions contained in the Operating Agreement (a true and correct copy of which has been previously provided to the undersigned). The Company is authorized to attach this Signature Page to the Operating Agreement or otherwise place it in the Company's minute book, with this document thereby being incorporated therein.

Dated this ____ day of _____, 20____.

Print Name: _____

EXHIBIT B

FORM OF SUBSCRIPTION AGREEMENT

SUBSCRIPTION AGREEMENT – WILBER CZECH BREWERY COMPANY, LLC

The undersigned acknowledges receipt of a copy of the Prospectus (the “Prospectus”) dated _____, 2021 relating to the offering of securities of Wilber Czech Brewery Company, LLC, a Nebraska limited liability company (the “Company”). The membership units are being offered by the Company at \$500.00 per unit and in the manner described in the Prospectus.

1. **Subscription.** Subject to the terms and conditions of this Agreement and the Prospectus, the undersigned hereby irrevocably subscribes for and agrees to purchase _____ membership units and tenders here with a check in the amount of \$ _____ payable to “Nebraska Title Company”. This amount represents a total payment of the subscription price payable to the Company.
1. **Acceptance of Subscription.** The undersigned understands and agrees that this subscription is subject to the following terms and conditions:
 - (a) The Company has the right to reject this subscription in whole or in part.
 - (b) No membership units purchased hereunder may be sold or otherwise transferred until at least nine (9) months after completion of the Offering, and certificates evidencing ownership of the membership units subscribed will bear a legend containing this restriction.
 - (c) The foregoing subscription is made for investment and not for resale or other distribution.
 - (d) The foregoing subscription is made subject to all of the terms set out in the Prospectus.
3. **Place of Residence.** The undersigned hereby certifies that as of the date hereof, he or she is a bona fide resident of the State of Nebraska and agrees to notify the Company promptly of any change of address.
4. **Cancellation.** The undersigned understands that he or she has 72 hours after receipt of the prospectus to notify the company that they wish to cancel his or her subscription.

Signature of Subscriber

Name Printed or Typed

D.O.B.

Subscriber’s Social Security or Taxpayer I.D. No.	
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Subscriber's Nebraska Driver's License No.		
Street Address		
City	State	Zip
County		
Home Phone No. No.	Work Phone	
Title and Occupation		
Email Address		

Name(s) in which certificate to be issued:

SUBSCRIBER'S ADDRESS
SAME AS SUBSCRIBER'S

--	--

Name

D.O.B.

Name

D.O.B.

Street Address

City State Zip

County

Certificate Holder's Social Security or
Taxpayer I.D. No.

Issue Certificate as Follows:

Individual Joint Tenants with
Right of Survivorship

Tenants In Common Uniform
Gift to Minors

Other:

Wilber Czech Brewery Company, LLC

Subscription Dated _____ at (City) _____, Nebraska

By: _____ By: _____
Authorized Representative Rep. No. Authorized Representative Rep. No.

Make all checks payable to "Nebraska Title Company"

Signature of Subscriber

Signature of Payer

FINANCIAL INFORMATION

	2022			2023				
	Q3	Q4	Total	Q1	Q2	Q3	Q4	Total
Cash Flow:								
Operating Revenue	\$ 145,000	\$ 140,000	\$ 285,000	\$ 90,000	\$ 90,000	\$ 140,000	\$ 100,000	\$ 420,000
Other Revenue	-	-	-	-	-	-	-	-
Total Cash Flow	\$ 145,000	\$ 140,000	\$ 285,000	\$ 90,000	\$ 90,000	\$ 140,000	\$ 100,000	\$ 420,000
Operating Costs:								
Employee Expenses (Wages, Benefits, Payroll Taxes and other expenses)	\$ 30,500	\$ 30,000	60,500	\$ 30,500	\$ 30,000	\$ 30,500	\$ 30,000	121,000
Utilities	4,500	4,500	9,000	4,500	4,500	4,500	4,500	18,000
Insurance	3,000	3,000	6,000	3,000	3,000	3,000	3,000	12,000
Cleaning, Maintenance & Repairs	1,000	1,200	2,200	1,200	1,200	1,200	1,200	4,800
Operating Materials & Supplies	41,500	4,500	46,000	41,500	6,500	39,500	4,500	92,000
Property Taxes	3,750	3,750	7,500	3,750	3,750	3,750	3,750	15,000
Permits/Fees	-	-	-	1,500	-	-	-	1,500
Advertising	600	600	1,200	600	600	600	600	2,400
Company Merchandise	-	2,000	2,000	-	2,000	3,000	-	5,000
Product Distribution	-	10,000	10,000	-	10,000	-	10,000	20,000
Directors expenses	-	-	-	2,000	-	-	-	2,000
New beer line production costs	-	10,000	10,000	-	-	-	10,000	10,000
Special production costs	-	-	-	-	10,000	-	-	10,000
Other	-	-	-	1,500	-	-	-	1,500
Total Operating Costs	\$ 84,850	\$ 69,550	\$ 154,400	\$ 90,050	\$ 71,550	\$ 88,050	\$ 67,550	\$ 315,200
Net Cash Flow	\$ 60,150	\$ 70,450	\$ 130,600	\$ (50)	\$ 18,450	\$ 53,950	\$ 32,450	\$ 104,800