



Community Redevelopment Authority (CRA)

Wednesday, May 12, 2021
Regular Meeting

Item X3

Consideration of Approval of Resolution 355 amending the terms of Bonds previously issued for The Orchard housing project in northeast Grand Island

Staff Contact:

**COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF GRAND ISLAND, NEBRASKA**

RESOLUTION NO. 355_____

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF UP TO NINE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA, TAX INCREMENT DEVELOPMENT REVENUE NOTES OR OTHER OBLIGATION, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,326,956 FOR THE PURPOSE OF (1) PAYING THE COSTS OF ACQUIRING, DEMOLISHING, CONSTRUCTING, RECONSTRUCTING, IMPROVING, EXTENDING, REHABILITATING, INSTALLING, EQUIPPING, FURNISHING AND COMPLETING CERTAIN IMPROVEMENTS WITHIN THE AUTHORITY'S ORCHARD, LLC REDEVELOPMENT PROJECT AREA, SPECIFICALLY INCLUDING SITE PURCHASE, PREPARATION, DEMOLITION, UTILITY EXTENSION AND (2) PAYING THE COSTS OF ISSUANCE THEREOF; PRESCRIBING THE FORM AND CERTAIN DETAILS OF THE NOTE OR OTHER OBLIGATION; PLEDGING CERTAIN TAX REVENUE AND OTHER REVENUE TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTE OR OTHER OBLIGATION AS THE SAME BECOME DUE; LIMITING PAYMENT OF THE NOTE OR OTHER OBLIGATION TO SUCH TAX REVENUES; CREATING AND ESTABLISHING FUNDS AND ACCOUNTS; DELEGATING, AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO EXERCISE HIS OR HER INDEPENDENT DISCRETION AND JUDGMENT IN DETERMINING AND FINALIZING CERTAIN TERMS AND PROVISIONS OF THE NOTE OR OTHER OBLIGATION NOT SPECIFIED HEREIN; APPROVING A REDEVELOPMENT CONTRACT AND REDEVELOPMENT PLAN; TAKING OTHER ACTIONS AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; REVOKING RESOLUTION NO. _____; AND RELATED MATTERS.

BE IT RESOLVED BY THE MEMBERS OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA:

ARTICLE I

FINDINGS AND DETERMINATIONS

Section 1.1. Findings and Determinations. The Members of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "**Authority**") hereby find and determine as follows:

(a) The City of Grand Island, Nebraska (the "**City**"), pursuant to the Plan Resolution (hereinafter defined), approved the City of Grand Island Redevelopment Area #26 Plan Amendment November 2018 (the "**Redevelopment Plan**") under and pursuant to which the Authority shall undertake from time to time to redevelop and rehabilitate the Redevelopment Area (hereinafter defined).

(b) Pursuant to the Redevelopment Plan, the Authority has previously obligated itself and/or will hereafter obligate itself to provide a portion of the financing to acquire, construct, reconstruct, improve, extend, rehabilitate, install, equip, furnish and complete, at the cost and expense of the Redeveloper, a

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portion of the improvements (as defined in the Redevelopment Contract hereinafter identified) in the Redevelopment Area (the **“Project Costs”**), including, without limitation site acquisition of the Project Site (as defined in the Redevelopment Contract), (collectively, the **“Project”**), as more fully described in the Redevelopment Contract (hereinafter defined).

(c) The Authority is authorized by the Redevelopment Law (hereinafter defined) to issue tax allocation notes for the purpose of paying the costs and expenses of the Project, the principal of which is payable from certain tax revenues as set forth in the Redevelopment Law.

(d) In order to provide funds to pay a portion of the costs of the Project, it is necessary, desirable, advisable, and in the best interest of the Authority for the Authority to issue up to nine Tax Increment Development Revenue Notes or other obligation in an aggregate principal amount not to exceed \$6,326,956 (the **“Note”**).

(e) All conditions, acts and things required to exist or to be done precedent to the issuance of the Note do exist and have been done as required by law.

ARTICLE II

CERTAIN DEFINITIONS; COMPUTATIONS; CERTIFICATES AND OPINIONS; ORDERS AND DIRECTIONS

Section 2.1. Definitions of Special Terms. Unless the context clearly indicates some other meaning or may otherwise require, and in addition to those terms defined elsewhere herein, the terms defined in this **Section 2.1** shall, for all purposes of this Resolution, any Resolution or other instrument amendatory hereof or supplemental hereto, instrument or document herein or therein mentioned, have the meanings specified herein, with the following definitions to be equally applicable to both the singular and plural forms of any terms defined herein:

“Authority” means the Community Redevelopment Authority of the City of Grand Island, Nebraska.

“City” means the City of Grand Island, Nebraska.

“Project Costs” means the redevelopment project costs (as defined in the Redevelopment Contract) in the Redevelopment Area, the costs of which are eligible to be paid from the proceeds of the Note.

“Assessor” means the Assessor of Hall County, Nebraska.

“Note” means the Orchard, LLC Redevelopment Project Tax Increment Development Revenue Note Series A of the Authority, in an aggregate principal amount not to exceed \$6,326,956, issued pursuant to this Resolution in up to nine Notes, and shall include any note, including refunding note, interim certificate, debenture, or other obligation issued pursuant to the Redevelopment Law. At the option of the Owner of the Note, the titular designation of such Note may be revised to state note, interim certificate, debenture, obligation, or such other designation as is appropriate.

“Secretary” means the Secretary of the Authority.

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“Cumulative Outstanding Principal Amount” means the aggregate principal amount of the Note issued and Outstanding from time to time in accordance with the provisions of this Resolution, as reflected in the records maintained by the Registrar as provided in this Resolution.

“Date of Original Issue” means the date the Note is initially issued, which shall be the date of the first allocation of principal on the Note as further described in **Section 3.2**.

“Debt Service” means, as of any particular date of computation, and with respect to any period, the amount to be paid or set aside as of such date or such period for the payment of the principal on the Note.

“Escrow Obligations” means (a) Government Obligations, (b) certificates of deposit issued by a bank or trust company which are (1) fully insured by the Federal Deposit Insurance Corporation or similar corporation chartered by the United States or (2) secured by a pledge of any Government Obligations having an aggregate market value, exclusive of accrued interest, equal at least to the principal amount of the certificates so secured, which security is held in a custody account by a custodian satisfactory to the Registrar, or (c)(1) evidences of a direct ownership in future interest or principal on Government Obligations, which Government Obligations are held in a custody account by a custodian satisfactory to the Registrar pursuant to the terms of a custody agreement in form and substance acceptable to the Registrar and (2) obligations issued by any state of the United States or any political subdivision, public instrumentality or public authority of any state, which obligations are fully secured by and payable solely from Government Obligations, which Government Obligations are held pursuant to an agreement in form and substance acceptable to the Registrar and, in any such case, maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient money to make the payment secured thereby.

“Finance Director” means the Treasurer/Finance Director or Acting Treasurer/Finance Director, as the case may be, of the City.

“Fiscal Year” means the twelve-month period established by the City or provided by law from time to time as its fiscal year.

“Government Obligations” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Improvements” means the improvements to be constructed, reconstructed, acquired, improved, extended, rehabilitated, installed, equipped, furnished and completed in the Project Area in accordance with the Redevelopment Plan, including, but not limited to, the improvements constituting the Project (as defined in the Redevelopment Contract).

“Payment Date” means June 1 and December 1 of each year any Note is outstanding, commencing on the first Payment Date following the Date of Original Issue.

“Chairman” means the Chairman of the Authority.

“Outstanding” means when used with reference to any Note, as of a particular date, all Notes theretofore authenticated and delivered under this Resolution except:

(a) Notes theretofore canceled by the Registrar or delivered to the Registrar for cancellation;

(b) Notes which are deemed to have been paid in accordance with **Section 10.1** hereof;

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(c) Notes alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in **Section 3.9** hereof; and

(d) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Resolution.

“Owner” means the person(s) identified as the owner(s) of the Note from time to time, as indicated on the books of registry maintained by the Registrar.

“Plan Resolution” means, Resolution No. _____ of the City, together with any other resolution providing for an amendment to the Redevelopment Plan.

“Project Area” means the area identified and referred to as the Project Site in the Redevelopment Contract.

“Record Date” means, for each Payment Date, the 15th day immediately preceding such Payment Date.

“Redeveloper” means the Redeveloper as defined in the Redevelopment Contract responsible for constructing, reconstructing, acquiring, improving, extending, rehabilitating, installing, equipping, furnishing and completing the Project.

“Redeveloper Note” means any Note that is owned by the Redeveloper according to the records of the Registrar.

“Redevelopment Contract” means the City of Grand Island Amended Redevelopment Contract Orchard, LLC, Redevelopment Project, dated the date of its execution, between the Authority, and The Orchard, LLC, a Nebraska corporation, relating to the Project.

“Redevelopment Area” means the community redevelopment area described, defined or otherwise identified or referred to in the Redevelopment Plan.

“Redevelopment Law” means Article VIII, Section 12 of the Constitution of the State and Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

“Redevelopment Plan” means the “City of Grand Island Redevelopment Plan Amendment for Redevelopment Area #26 November 2018” passed, adopted and approved by the City pursuant to the Plan Resolution, and shall include any amendment of such Redevelopment Plan heretofore or hereafter made by the City pursuant to law.

“Refunding Notes” means the notes authorized to be issued pursuant to **Article V**.

“Registrar” means the Treasurer of the City of Grand Island, Nebraska, in its capacity as registrar and paying agent for the Note.

“Resolution” means this Resolution as from time to time amended or supplemented.

“Revenue” means the Tax Revenue.

“Special Fund” means the fund by that name created in **Section 7.1**.
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“State” means the State of Nebraska.

“Tax Revenue” means, with respect to the Project Area, (a) those tax revenues referred to (1) in the last sentence of the first paragraph of Article VIII, Section 12 of the Constitution of the State and (2) in Section 18-2147, Reissue Revised Statutes of Nebraska, as amended, and (b) all payments made in lieu thereof.

“Treasurer” means the Treasurer of Hall County, Nebraska.

Section 2.2. Definitions of General Terms. Unless the context clearly indicates otherwise or may otherwise require, in this Resolution words importing persons include firms, partnerships, associations, limited liability companies (public and private), public bodies and natural persons, and also include executors, administrators, trustees, receivers or other representatives.

Unless the context clearly indicates otherwise or may otherwise require, in this Resolution the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Resolution as a whole and not to any particular section or subdivision thereof.

Unless the context clearly indicates otherwise or may otherwise require, in this Resolution: (a) references to Articles, Sections and other subdivisions, whether by number or letter or otherwise, are to the respective or corresponding Articles, Sections or subdivisions of this Resolution as such Articles, Sections, or subdivisions may be amended or supplemented from time to time; and (b) the word “heretofore” means before the time of passage of this Resolution, and the word “hereafter” means after the time of passage of this Resolution.

Section 2.3. Computations. Unless the facts shall then be otherwise, all computations required for the purposes of this Resolution shall be made on the assumption that the principal on the Note shall be paid as and when the same become due.

Section 2.4. Certificates, Opinions and Reports. Except as otherwise specifically provided in this Resolution, each certificate, opinion or report with respect to compliance with a condition or covenant provided for in this Resolution shall include: (a) a statement that the person making such certificate, opinion or report has read the pertinent provisions of this Resolution to which such covenant or condition relates; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate, opinion or report are based; (c) a statement that, in the opinion of such person, he has made such examination and investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; (d) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with; and (e) an identification of any certificates, opinions or reports or other sources or assumptions relied on in such certificate, opinion or report.

Section 2.5. Evidence of Action by the Authority. Except as otherwise specifically provided in this Resolution, any request, direction, command, order, notice, certificate or other instrument of, by or from the City or the Authority shall be effective and binding upon the Authority, respectively, for the purposes of this Resolution if signed by the Chairman, the Vice Chairman, the Secretary, the Treasurer of the Authority, the Finance Director, the Planning Director or by any other person or persons authorized to execute the same by statute, or by a resolution of the City or the Authority, respectively.

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ARTICLE III

AUTHORIZATION AND ISSUANCE OF THE NOTE; GENERAL TERMS AND PROVISIONS

Section 3.1. Authorization of Note. Pursuant to and in full compliance with the Redevelopment Law and this Resolution, and for the purpose of providing funds to pay (a) the cost of acquiring, constructing, reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing, and completing the Project, and (b) the costs of issuing the Note, the Authority shall issue up to nine Notes (the “Note” whether one or up to nine) in an aggregate principal amount not to exceed \$6,326,956. The Note shall be designated as “Community Redevelopment Authority of the City of Grand Island, Nebraska, Orchard, LLC, Redevelopment Project Tax Increment Development Revenue Note (with a designated Series A through C, as appropriate),” shall have an appropriate series designation as determined by the Finance Director, shall be dated the Date of Original Issue, shall mature, subject to right of prior redemption, not later than the December 31, 2043, and shall bear interest at an annual rate of 5.00%.

The Note is a special, limited obligation of the Authority payable solely from the Revenue and the amounts on deposit in the funds and accounts established by this Resolution. The Note shall not in any event be a debt of the Authority (except to the extent of the Revenue and other money pledged under this Resolution), the State, nor any of its political subdivisions, and neither the Authority (except to the extent of the Revenue and other money pledged under this Resolution), the City, the State nor any of its political subdivisions is liable in respect thereof, nor in any event shall the principal of or interest on the Note be payable from any source other than the Revenue and other money pledged under this Resolution. The Note does not constitute a debt within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the Authority and does not impose any general liability upon the Authority. Neither any official of the Authority nor any person executing the Note shall be liable personally on the Note by reason of its issuance. The validity of the Note is not and shall not be dependent upon the completion of the Project or upon the performance of any obligation relative to the Project.

The Revenue and the amounts on deposit in the funds and accounts established by this Resolution are hereby pledged and assigned for the payment of the Note, and shall be used for no other purpose than to pay the principal of or interest on the Note, except as may be otherwise expressly authorized in this Resolution. The Note shall not constitute a debt of the Authority or the City within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the Authority, and neither the Authority nor the City shall not be liable for the payment thereof out of any money of the Authority or the City other than the Tax Revenue and the other funds referred to herein.

Nothing in this Resolution shall preclude the payment of the Note from (a) the proceeds of future notes issued pursuant to law or (b) any other legally available funds. Nothing in this Resolution shall prevent the City or the Authority from making advances of its own funds howsoever derived to any of the uses and purposes mentioned in this Resolution.

Section 3.2. Details of Note; Authority of Finance Director.

(a) The Note shall be dated the Date of Original Issue and shall be issued to the purchaser thereof, as the Owner, in installments. The Note shall be delivered on the earlier of allocation of the maximum principal amount of the Note or upon the issuance of a certificate of occupancy of the building

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constituting the Project. The Note shall be issued as in a series of up to nine Notes with appropriate series designation.

(b) Proceeds of the Note may be advanced and disbursed in the manner set forth below:

(1) There shall be submitted to the Finance Director a disbursement request in a form acceptable to the Finance Director (the “**Disbursement Request**”), executed by the City’s Planning Director and an authorized representative of the Redeveloper, (A) certifying that a portion of the Project has been substantially completed and (B) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the Project.

(2) The Finance Director shall evidence such allocation in writing and inform the Owner of the Note of any amounts allocated to the Note.

(3) Such amounts shall be deemed proceeds of the Note and the Finance Director shall inform the Registrar in writing of the date and amount of such allocation. The Registrar shall keep and maintain a record of the amounts allocated to the note pursuant to the terms of this Resolution as “Principal Amount Advanced” and shall enter the aggregate principal amount then Outstanding as the “Cumulative Outstanding Principal Amount” on the Note and its records maintained for the Note. The aggregate amount endorsed as the Principal amount Advanced on the Note shall not in the aggregate exceed \$6,326,956.

The Authority shall have no obligation to pay any Disbursement Request unless such request has been properly approved as described above, and proceeds of the Note have been deposited by the Owner of the Note (if other than the Redeveloper) into the Project Fund.

The records maintained by the Registrar as to principal amount advanced and principal amounts paid on the Note shall be the official records of the Cumulative Outstanding Principal Amount for all purposes.

(c) The Note shall be dated the Date of Original Issue, which shall be the initial date of an allocation of the Note.

(d) As of the Date of Original Issue of the Note, there shall be delivered to the Registrar the following:

(1) A signed investor’s letter in a form acceptable to the Finance Director and Note Counsel; and

(2) Such additional certificates and other documents as the special counsel for the Authority may require.

(e) The note shall bear five percent interest on the Cumulative Outstanding Principal Amount of the Note from the Date of Original Issue.

(f) The principal of the Note shall be payable in any coin or currency of the United States of America from all funds held by the which on the respective dates of payment thereof is legal tender for the payment of public and private debts. Payments on the Note due prior to maturity or earlier redemption and payment of any principal upon redemption price to maturity shall be made by check mailed by the Registrar on each Interest Payment Date to the Owners, at the Owners’ address as it appears on the books of registry maintained by the Registrar on the Record Date. The principal of the Note due at maturity or upon earlier Amended Orchard, LLC Phase 1

redemption shall be payable upon presentation and surrender of the Note to the Registrar. When any portion of the Note shall have been duly called for redemption and payment thereof duly made or provided for, interest thereon shall cease on the principal amount of such Note so redeemed from and after the date of redemption thereof.

(g) The Note shall be executed by the manual signatures of the Chairman and Secretary of the Authority. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if s/he had remained in office until such delivery, and the Note may be signed by such persons as at the actual time of the execution of such Note shall be the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

(i) The Finance Director is hereby authorized to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution, (1) the Date of Original Issue, the principal amount of the Note in accordance with **Section 3.2(a)**, (2) the maturity date of the Note, which shall be not later than December 31, 2043, (3) the initial Payment Date and (4) any other term of the Note not otherwise specifically fixed by the provisions of this Resolution.

(j) Any Note issued upon transfer or exchange of any other Note shall be dated as of the Date of Original Issue.

(k) The Note shall be issued to such Owner as shall be mutually agreed between the Redeveloper and the Finance Director for a price equal to 100% of the principal amount thereof. No Note shall be delivered to any Owner unless the Authority shall have received from the Owner thereof such documents as may be required by the Finance Director to demonstrate compliance with all applicable laws, including without limitation compliance with **Section 3.6** hereof. The Authority may impose such restrictions on the transfer of any Note as may be required to ensure compliance with all requirements relating to any such transfer.

Section 3.3. Form of Note Generally. The Note shall be issued in registered form. The Note shall be in substantially the form set forth in **Article IX**, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and with such additional changes as the Finance Director may deem necessary or appropriate. The Note may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

Section 3.4. Appointment of Registrar. The Finance Director is hereby appointed the registrar and paying agent for the Note. The Registrar shall specify its acceptance of the duties, obligations and trusts imposed upon it by the provisions of this Resolution by a written instrument deposited with the Authority prior to the Date of Original Issue of the initial Note. The Authority reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and the Note in its possession to the successor Registrar and shall deliver the note register to the successor Registrar. The Registrar shall have only such duties and obligations as are expressly stated in this Resolution and no other duties or obligations shall be required of the Registrar.

Section 3.5. Exchange of Note. Any Note, upon surrender thereof at the principal office of the Registrar, together with an assignment duly executed by the Owner or its attorney or legal representative in such form as shall be satisfactory to the Registrar, may, at the option of the Owner thereof, be exchanged for another Note in a principal amount equal to the principal amount of the Note surrendered or exchanged, of Amended Orchard, LLC Phase 1

the same series and maturity and bearing interest at the same rate. The Authority shall make provision for the exchange of the Note at the principal office of the Registrar.

Section 3.6. Negotiability, Registration and Transfer of Note. The Registrar shall keep books for the registration and registration of transfer of the Note as provided in this Resolution. The transfer of the Note may be registered only upon the books kept for the registration and registration of transfer of the Note upon (a) surrender thereof to the Registrar, together with an assignment duly executed by the Owner or its attorney or legal representative in such form as shall be satisfactory to the Registrar and (b) evidence acceptable to the Authority that the assignee is a bank or a qualified institutional buyer as defined in Rule 144A promulgated by the Securities and Exchange Commission. Prior to any transfer and assignment, the Owner will obtain and provide to the Authority, an investor's letter in form and substance satisfactory to the Authority evidencing compliance with the provisions of all federal and state securities laws, and will deposit with the Authority an amount to cover all reasonable costs incurred by the Authority, including legal fees, of accomplishing such transfer. A transfer of any Note may be prohibited by the Authority if (1) a default then exists under the Redevelopment Contract, (2) the assessed valuation of the Redeveloper Property (as defined in the Redevelopment Contract) is less than \$30,000,000, or (3) a protest of the valuation of the Redeveloper Property is ongoing. Upon any such registration of transfer the Authority shall execute and deliver in exchange for such Note a new Note, registered in the name of the transferee, in a principal amount equal to the principal amount of the Note surrendered or exchanged, of the same series and maturity and bearing interest at the same rate.

In all cases in which any Note shall be exchanged or a transfer of a Note shall be registered hereunder, the Authority shall execute at the earliest practicable time execute and deliver a Note in accordance with the provisions of this Resolution. The Note surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Registrar. Neither the Authority nor the Registrar shall make a charge for the first such exchange or registration of transfer of any Note by any Owner. The Authority or the Registrar, or both, may make a charge for shipping, printing and out-of-pocket costs for every subsequent exchange or registration of transfer of such Note sufficient to reimburse it or them for any and all costs required to be paid with respect to such exchange or registration of transfer. Neither the Authority nor the Registrar shall be required to make any such exchange or registration of transfer of any Note during the period between a Record Date and the corresponding Interest Payment Date.

Section 3.7. Ownership of Note. As to any Note, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on such Note shall be made only to or upon the order of the Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

Section 3.8. Disposition and Destruction of Note. The Note, upon surrender to the Registrar for final payment, whether at maturity or upon earlier redemption, shall be canceled upon such payment by the Registrar and, upon written request of the Finance Director, be destroyed.

Section 3.9. Mutilated, Lost, Stolen or Destroyed Note. If any Note becomes mutilated or is lost, stolen or destroyed, the Authority shall execute and deliver a new Note of like date and tenor as the Note mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Authority. In the case of any lost, stolen or destroyed Note, there first shall be furnished to the Authority evidence of such loss, theft or destruction satisfactory to the Authority, together with indemnity to the Authority satisfactory to the Authority. If any such Note has matured, is about to mature or has been called for redemption, instead of delivering a substitute Note, the Authority may pay the same without surrender thereof. Upon the issuance of any substitute Note, the Authority may require the payment of an amount by the Owner sufficient to reimburse the Authority for

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any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 3.10. Non-presentment of Note. If any Note is not presented for payment when the principal thereof becomes due and payable as therein and herein provided, whether at the stated maturity thereof or call for optional or mandatory redemption or otherwise, if funds sufficient to pay such Note have been made available to the Registrar all liability of the Authority to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Registrar to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on their part under this Resolution or on, or with respect to, said Note. If any Note is not presented for payment within five years following the date when such Note becomes due, the Registrar shall repay to the Authority the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Authority, and the Registered Owner thereof shall be entitled to look only to the Authority for payment, and then only to the extent of the amount so repaid to it by the Registrar, and the Authority shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE IV

REDEMPTION OF NOTE

Section 4.1. Redemption of Note. The Note is subject to redemption at the option of the Authority prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the Authority shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption.

Section 4.2. Redemption Procedures. The Finance Director is hereby authorized, without further action of the Council, to call all or any portion of the principal of the Note for payment and redemption prior to maturity on such date as the Finance Director shall determine, and shall deposit sufficient funds in the Debt Service Account from the Surplus Account to pay the principal being redeemed plus the accrued interest thereon to the date fixed for redemption. The Finance Director may effect partial redemptions of any Note without notice to the Owner and without presentation and surrender of such Note, but total redemption of any Note may only be effected with notice to the Owner and upon presentation and surrender of such Note to the Registrar. Notice of a total redemption of any Note shall be sent by the Registrar by first-class mail not less than five days prior to the date fixed for redemption to the Owner's address appearing on the books of registry maintained by the Registrar and indicate (a) the title and designation of the Note, (b) the redemption date, and (c) a recitation that the entire principal balance of such Note plus all accrued interest thereon is being called for redemption on the applicable redemption date.

Section 4.3. Determination of Outstanding Principal Amount of Note. Notwithstanding the amount indicated on the face of any Note, the principal amount of such Note actually Outstanding from time to time shall be determined and maintained by the Registrar. The Registrar shall make a notation in the books of registry maintained for each Note indicating the original principal advance of such Note as determined in accordance with **Section 3.2** and make such additional notations as are required to reflect any additional principal advances or redemptions of such Note from time to time, including on the Table of Cumulative Outstanding Principal Amount attached to each Note if it is presented to the Registrar for that purpose. Any Owner may examine the books of registry maintained by the Registrar upon request, and the Registrar shall grant such request as soon as reasonably practicable. Any failure of the Registrar to record a

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principal advance or a redemption on the Table of Cumulative Outstanding Principal Amount shall not affect the Cumulative Outstanding Principal Amount shown on the records of the Registrar.

ARTICLE V

REFUNDING NOTES

Section 5.1. Refunding Notes. Refunding Notes may be issued at any time at the direction of the Finance Director for the purpose of refunding (including by purchase) any Note or any portion thereof, including amounts to pay principal to the date of maturity or redemption (or purchase) and the expenses of issuing the Refunding Notes and of effecting such refunding; provided that the Debt Service on all notes to be outstanding after the issuance of the Refunding Notes shall not be greater in any Fiscal Year than would have been the Debt Service in such Fiscal Year were such refunding not to occur.

ARTICLE VI

EFFECTIVE DATE OF PROJECT; PLEDGE OF REVENUE

Section 6.1. Effective Date of Project. For purposes of Section 18-2147, Reissue Revised Statutes of Nebraska, as amended, the effective date of the Project shall be determined as set forth in the Redevelopment Contract from time to time pursuant to each Redevelopment Contract Amendment. The Planning Director is hereby directed to notify the Assessor of the effective date of the Project on the form prescribed by the Property Tax Administrator.

Section 6.2. Collection of Revenue; Pledge of Revenue. As provided for in the Redevelopment Plan, and pursuant to the provisions of the Redevelopment Law, for the period contemplated thereby, the Tax Revenue collected in the Project Area shall be allocated to and, when collected, paid into the Special Fund under the terms of this Resolution to pay the principal on the Note. When the Note has been paid in accordance with this Resolution, the Redevelopment Plan and the Redevelopment Contract, the Tax Revenue shall be applied as provided for in the Redevelopment Law.

The Revenue is hereby allocated and pledged in its entirety to the payment of the principal on the Note and to the payment of the Project Costs (including the Project), until the principal on the Note has been paid (or until money for that purpose has been irrevocably set aside), and the Revenue shall be applied solely to the payment of the principal on the Note. Such allocation and pledge is and shall be for the sole and exclusive benefit of the Owner and shall be irrevocable.

Section 6.3. Potential Insufficiency of Revenue. Neither the Authority nor the City makes any representations, covenants, or warranties to the Owner that the Revenue will be sufficient to pay the principal of or interest on the Note. Payment of the principal of and interest on the Note is limited solely and exclusively to the Revenue pledged under the terms of this Resolution, and is not payable from any other source whatsoever.

Amended Orchard, LLC Phase 1

ARTICLE VII

CREATION OF FUNDS AND ACCOUNTS; PAYMENTS THEREFROM

Section 7.1. Creation of Funds and Account. There is hereby created and established by the Authority the following funds and accounts which funds shall be held by the Finance Director of the City separate and apart from all other funds and moneys of the Authority and the City under her control a special trust fund called the "Orchard, LLC Redevelopment Project Tax Increment Special Fund" (the "**Special Fund**").

So long as the Note remains unpaid, the money in the foregoing fund and accounts shall be used for no purpose other than those required or permitted by this Resolution, any Resolution supplemental to or amendatory of this Resolution and the Redevelopment Law.

Section 7.2. Special Fund. All of the Revenue shall be deposited into the Special Fund. The Revenue accumulated in the Special Fund shall be used and applied on the Business Day prior to each Payment Date (a) to make any payments to the Authority as may be required under the Redevelopment Contract and (b) to pay principal on the Note to the extent of any money then remaining the Special Fund on such Payment Date. Money in the Special Fund shall be used solely for the purposes described in this **Section 7.2.** All Revenues received through and including December 31, 2043 shall be used solely for the payments required by this **Section 7.2.**

ARTICLE VIII

COVENANTS OF THE AUTHORITY

So long as the Note is outstanding and unpaid, the Authority will (through its proper officers, agents or employees) faithfully perform and abide by all of the covenants, undertakings and provisions contained in this Resolution or in the Note, including the following covenants and agreements for the benefit of the Owner which are necessary, convenient and desirable to secure the Note and will tend to make them more marketable; provided, however, that such covenants do not require either the City or the Authority to expend any money other than the Revenue nor violate the provisions of State law with respect to tax revenue allocation.

Section 8.1. No Priority. The Authority covenants and agrees that it will not issue any obligations the principal of or interest on which is payable from the Revenue which have, or purport to have, any lien upon the Revenue prior or superior to or in parity with the lien of the Note; provided, however, that nothing in this Resolution shall prevent the Authority from issuing and selling notes or other obligations which have, or purport to have, any lien upon the Revenue which is junior to the Note and the Debt Service thereon, or from issuing and selling notes or other obligations which are payable in whole or in part from sources other than the Revenue.

Section 8.2. To Pay Principal of the Note. The Authority will duly and punctually pay or cause to be paid solely from the Revenue the principal of the Note on the dates and at the places and in the manner provided in the Note according to the true intent and meaning thereof and hereof, and will faithfully do and perform and fully observe and keep any and all covenants, undertakings, stipulations and provisions contained in the Note and in this Resolution.

Amended Orchard, LLC Phase 1

Section 8.4. Books of Account; Financial Statements. The Authority covenants and agrees that it will at all times keep, or cause to be kept, proper and current books of account (separate from all other records and accounts) in which complete and accurate entries shall be made of all transactions relating to the Project, the Revenue and other funds relating to the Project.

Section 8.5. Eminent Domain Proceeds. The Authority covenants and agrees that should all or any part of the Project be taken by eminent domain or other proceedings authorized by law for any public or other use under which the property will be exempt from ad valorem taxation, the net proceeds realized by the Authority therefrom shall constitute Project Revenue and shall be deposited into the Special Fund and used for the purposes and in the manner described in **Section 7.2.**

Section 8.6. Protection of Security. The Authority is duly authorized under all applicable laws to create and issue the Note and to adopt this Resolution and to pledge the Revenue in the manner and to the extent provided in this Resolution. The Revenue so pledged is and will be free and clear of any pledge, lien, charge, security interest or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created by this Resolution, except as otherwise expressly provided herein, and all corporate action on the part of the Authority to that end has been duly and validly taken. The Note is and will be a valid obligation of the Authority in accordance with its terms and the terms of this Resolution. The Authority shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of and security interest granted with respect to the Revenue pledged under this Resolution and all the rights of the Owner under this Resolution against all claims and demands of all persons whomsoever.

ARTICLE IX

FORM OF NOTE

Section 9.1. Form of Note. The Note shall be in substantially the following form:

(FORM OF NOTE)

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND THIS NOTE MAY NOT BE TRANSFERRED UNLESS THE PROPOSED ASSIGNEE IS A BANK OR A QUALIFIED INSTITUTIONAL BUYER AS DEFINED IN RULE 144A PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION AND THE OWNER HAS OBTAINED AND PROVIDED TO THE AUTHORITY, PRIOR TO SUCH TRANSFER AND ASSIGNMENT, AN INVESTOR'S LETTER IN FORM AND SUBSTANCE SATISFACTORY TO THE AUTHORITY EVIDENCING THE COMPLIANCE WITH THE PROVISIONS OF ALL FEDERAL AND STATE SECURITIES LAWS AND CONTAINING SUCH OTHER REPRESENTATIONS AS THE AUTHORITY MAY REQUIRE.

THIS NOTE MAY BE TRANSFERRED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN SECTION 3.6 OF RESOLUTION NO. _____ OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA.

Amended Orchard, LLC Phase 1

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF HALL

COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA

ORCHARD, LLC, REDEVELOPMENT PROJECT
TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES A (and B through I)

No. R-1

Up to an aggregate amount of \$6,326,956
(subject to reduction as described herein)

Date of
Original Issue

Date of
Maturity

Rate of
Interest

December 31, 2043

5.00%

REGISTERED OWNER: The Orchard, LLC

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE NOTE SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA has caused this Note to be signed by the manual signature of the Chairman of the Authority, countersigned by the manual signature of the Secretary of the Authority.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA

[S E A L]

By: _____ (manual signature)
Chairman

By: _____ (manual signature)
Secretary

The COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA (the "Authority") acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Grand Island, Nebraska (the "Registrar"), payable semiannually on June 1 and December 1 of each year until payment in full of such Amended Orchard, LLC Phase 1

Principal Amount, beginning June 1, 2021, by check or draft mailed to the Registered Owner hereof as shown on the note registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable payment date occurs, at such Owner's address as it appears on such note registration books. The principal of this Note is payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Note is issued by the Authority under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Authority on _____, 2021, as from time to time amended and supplemented (the "**Resolution**").

THE PRINCIPAL AMOUNT OF THIS NOTE IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS NOTE IS \$6,326,956.

This Note has been issued by the Authority for the purpose of financing the costs of constructing, reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing and completing certain improvements within the area identified and referred to as the City of Grand Island Redevelopment Plan Amendment for Redevelopment Area #26 November 2018, (Orchard, LLC Project) which is more specifically described in the Resolution, and to carry out the Authority's corporate purposes and powers in connection therewith.

Reference is hereby made to the Resolution for the provisions, among others, with respect to the collection and disposition of certain tax and other revenues, the special funds charged with and pledged to the payment of the principal of and interest on this Note, the nature and extent of the security thereby created, the terms and conditions under which this Note has been issued, the rights and remedies of the Registered Owner of this Note, and the rights, duties, immunities and obligations of the City and the Authority. By the acceptance of this Note, the Registered Owner assents to all of the provisions of the Resolution.

This Note is a special limited obligation of the Authority payable as to principal solely from and is secured solely by the Tax Revenue (as defined in the Resolution) pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The Tax Revenue represents that portion of ad valorem taxes levied by public bodies of the State of Nebraska, including the City, on real property in the Project Area (as defined in this Resolution) which is in excess of that portion of such ad valorem taxes produced by the levy at the rate fixed each year by or for each such public body upon the valuation of the Project Area as of a certain date and as has been certified by the County Assessor of Hall County, Nebraska to the City in accordance with law.

The principal hereon shall not be payable from the general funds of the City nor the Authority nor shall this Note constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Authority or of any other party other than those specifically pledged under the Resolution. This Note is not a debt of the City or the Authority within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Authority, and does not impose any general liability upon the City or the Authority and neither the City nor the Authority shall be liable for the payment hereof out of any funds of the City or the Authority other than the Tax Revenues and other funds pledged under the Resolution, which Tax Revenues and other funds have been and hereby are pledged to the punctual payment of the principal of and interest on this Note in accordance with the provisions of this Resolution.

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The Registrar may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed "Principal Amount Advanced" on **Schedule 1** hereto (the "**Table**") and may enter the aggregate principal amount of this Note then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner may enter the principal amount paid on this Note under the column headed "Principal Amount Redeemed" on the Table and may enter the then outstanding principal amount of this Note under the column headed "Cumulative Outstanding Principal Amount" on the Table. Notwithstanding the foregoing, the records maintained by the Registrar as to the principal amount issued and principal amounts paid on this Note shall be the official records of the Cumulative Outstanding Principal Amount of this Note for all purposes.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Note by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Note; the Tax Revenue pledged to the payment of the principal on this Note; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Note; the rights, duties and obligations of the Authority and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Note, and this Note thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

This Note is subject to redemption prior to maturity, at the option of the Authority, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

In the event this Note is called for prior redemption, notice of such redemption shall be given by first-class mail to the Registered Owner hereof at its address as shown on the registration books maintained by the Registrar not less than 10 days prior to the date fixed for redemption, unless waived by the Registered Owner hereof. If this Note, or any portion thereof, shall have been duly called for redemption and notice of such redemption duly given as provided, then upon such redemption date the portion of this Note so redeemed shall become due and payable and if money for the payment of the portion of the Note so redeemed shall be held for the purpose of such payment by the Registrar.

This Note is transferable by the Registered Owner hereof in person or by its attorney or legal representative duly authorized in writing at the principal office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of the same series and maturity and for the same principal amount will be issued to the transferee in exchange therefor. The Authority and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal of and interest due hereon and for all other purposes.

This note is being issued as a registered note without coupons. This note is subject to exchange as provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Note have happened, Amended Orchard, LLC Phase 1

do exist and have been performed in regular and due time, form and manner; that this Note does not exceed any constitutional, statutory or charter limitation on indebtedness; and that provision has been made for the payment of the principal of and interest on this Note as provided in this Resolution.

[The remainder of this page intentionally left blank]

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(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Note on the note register kept by the Registrar for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within note in every particular.

Signature Guaranteed By:

Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15)

By: _____
Title: _____

[The remainder of this page intentionally left blank]

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SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF GRAND ISLAND, NEBRASKA
ORCHARD, LLC, REDEVELOPMENT PROJECT
TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES A (B and or C)**

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

ARTICLE X

**DEFEASANCE; MONEY HELD FOR PAYMENT OF
DEFEASED NOTE**

Section 10.1. Discharge of Liens and Pledges; Note No Longer Outstanding Hereunder. The obligations of the Authority under this Resolution, including any Resolutions, resolutions or other proceedings supplemental hereto, and the liens, pledges, charges, trusts, assignments, covenants and agreements of the Authority herein or therein made or provided for, shall be fully discharged and satisfied as to the Note or any portion thereof, and the Note or any portion thereof shall no longer be deemed to be outstanding hereunder and thereunder,

(a) when the any Note or portion thereof shall have been canceled, or shall have been surrendered for cancellation or is subject to cancellation, or shall have been purchased from money in any of the funds held under this Resolution, or

(b) if the Note or portion thereof is not canceled or surrendered for cancellation or subject to cancellation or so purchased, when payment of the principal of the Note or any portion

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thereof, plus interest on such principal to the due date thereof, either (1) shall have been made or caused to be made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Registrar for the Note, in trust and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Escrow Obligations maturing as to principal in such amount and at such times as will insure the availability of sufficient money to make such payment.

Provided that, with respect to any total redemption of any Note, notice of redemption shall have been duly given or provision satisfactory to the Registrar shall have been made therefor, or waiver of such notice, satisfactory in form, shall have been filed with the Registrar.

At such time as any Note or portion thereof shall no longer be outstanding hereunder, and, except for the purposes of any such payment from such money or such Escrow Obligations, such Note or portion thereof shall no longer be secured by or entitled to the benefits of this Resolution.

Any such money so deposited with the Registrar for any Note or portion thereof as provided in this **Section 10.1** may at the direction of the Finance Director also be invested and reinvested in Escrow Obligations, maturing in the amounts and times as hereinbefore set forth. All income from all Escrow Obligations in the hands of the Registrar which is not required for the payment of such Note or portion thereof with respect to which such money shall have been so deposited, shall be paid to the Authority and deposited in the Special Fund as and when realized and collected for use and application as is other money deposited in that fund.

Anything in this Resolution to the contrary notwithstanding, if money or Escrow Obligations have been deposited or set aside with the Registrar pursuant to this **Section 10.1** for the payment of any Note and such Note shall not have in fact been actually paid in full, no amendment to the provisions of this **Section 10.1** shall be valid as to or binding upon the Owner thereof without the consent of such Owner.

Section 10.2. Certain Limitations After Due Date. If sufficient money or Escrow Obligations shall have been deposited in accordance with the terms hereof with the Registrar in trust for the purpose of paying the Notes or any portion thereof when the same becomes due, whether at maturity or upon earlier redemption, all liability of the Authority for such payment shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Registrar to hold such money or Escrow Obligations, without liability to the Owners, in trust for the benefit of the Owners, who thereafter shall be restricted exclusively to such money or Escrow Obligations for any claim for such payment of whatsoever nature on his part.

Notwithstanding the provisions of the preceding paragraph of this **Section 10.2**, money or Escrow Obligations held by the Registrar in trust for the payment and discharge of the principal of on any Note which remain unclaimed for five years after the date on which such payment shall have become due and payable, either because the Notes shall have reached their maturity date or because the entire principal balance of the Notes shall have been called for redemption, if such money was held by the Registrar or such paying agent at such date, or for five years after the date of deposit of such money, if deposited with the Registrar after the date when such Note became due and payable, shall be paid to the Nebraska State Treasurer and the Registrar shall thereupon be released and discharged with respect thereto, and the Owner thereof shall look only to the Authority for the payment thereof.

ARTICLE XI

AMENDING AND SUPPLEMENTING OF RESOLUTION

Section 11.1. Amending and Supplementing of Resolution Without Consent of Owner. The Authority may at any time without the consent or concurrence of the Owner of the Note adopt a resolution amendatory hereof or supplemental hereto if the provisions of such supplemental Resolution do not materially adversely affect the rights of the Owner of the Note, for any one or more of the following purposes:

(a) To make any changes or corrections in this Resolution as to which the Authority shall have been advised by counsel that the same are verbal corrections or changes or are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Resolution, or to insert in this Resolution such provisions clarifying matters or questions arising under this Resolution as are necessary or desirable;

(b) To add additional covenants and agreements of the Authority for the purpose of further securing payment of the Note;

(c) To surrender any right, power or privilege reserved to or conferred upon the Authority by the terms of this Resolution;

(d) To confirm as further assurance any lien, pledge or charge, or the subjection to any lien, pledge or charge, created or to be created by the provisions of this Resolution; and

(e) To grant to or confer upon the Owner of the Note any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon them.

The Authority shall not adopt any supplemental Resolution authorized by the foregoing provisions of this **Section 11.1** unless in the opinion of counsel the adoption of such supplemental Resolution is permitted by the foregoing provisions of this **Section 11.1** and the provisions of such supplemental Resolution do not materially and adversely affect the rights of the Owner of the Note.

Section 11.2. Amending and Supplementing of Resolution with Consent of Owner. With the consent of the Owners of the Note, the Authority from time to time and at any time may adopt a resolution amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Resolution, or modifying or amending the rights and obligations of the Authority under this Resolution, or modifying or amending in any manner the rights of the Owner of the Note; provided, however, that, without the specific consent of the Owner of the Note, no supplemental Resolution amending or supplementing the provisions hereof shall: (a) change the fixed maturity date for the payment or the terms of the redemption thereof, or reduce the principal amount of the Note or the rate of interest thereon or the Redemption Price payable upon the redemption or prepayment thereof; (b) authorize the creation of any pledge of the Tax Revenues and other money and securities pledged hereunder, prior, superior or equal to the pledge of and lien and charge thereon created herein for the payment of the Note except to the extent provided in **Articles III** and **V**; or (c) deprive the Owner of the Note in any material respect of the security afforded by this Resolution. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the Owner\ of the Note of the adoption of any supplemental Resolution authorized by the provisions of **Section 11.1**.

Amended Orchard, LLC Phase 1

It shall not be necessary that the consents of the Owner of the Note approve the particular form of wording of the proposed amendment or supplement or of the proposed supplemental Resolution effecting such amendment or supplement, but it shall be sufficient if such consents approve the substance of the proposed amendment or supplement. After the Owner of the Note shall have filed its consent to the amending or supplementing hereof pursuant to this Section, the Authority may adopt such supplemental Resolution.

Section 11.3. Effectiveness of Supplemental Resolution. Upon the adoption (pursuant to this Article XI and applicable law) by the Authority of any supplemental Resolution amending or supplementing the provisions of this Resolution or upon such later date as may be specified in such supplemental Resolution, (a) this Resolution and the Note shall be modified and amended in accordance with such supplemental Resolution, (b) the respective rights, limitations of rights, obligations, duties and immunities under this Resolution and the Owner of the Note shall thereafter be determined, exercised and enforced under this Resolution subject in all respects to such modifications and amendments, and (c) all of the terms and conditions of any such supplemental Resolution shall be a part of the terms and conditions of the Note and of this Resolution for any and all purposes.

ARTICLE XII

MISCELLANEOUS

Section 12.1. General and Specific Authorizations; Ratification of Prior Actions. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Authority hereby (a) authorizes and directs the Chairman, Finance Director, Secretary, Planning Director and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the Authority and such other actions as they, or any of them, in consultation with Special Counsel, the Owner and its counsel shall consider necessary, advisable, desirable or appropriate in connection with this Resolution, including without limitation the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Finance Director the right, power and authority to exercise his independent judgment and absolute discretion in (1) determining and finalizing all terms and provisions to be carried by the Note not specifically set forth in this Resolution and (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Note. The execution and delivery by the Finance Director or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the Authority's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the Authority and the authorization, approval and ratification by the Authority of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by the Finance Director and all other officers, officials, employees and agents of the Authority, including without limitation the expenditure of funds and the selection, appointment and employment of Special Counsel and financial advisors and agents, in connection with issuance and sale of the Note, together with all other actions taken in connection with any of the matters which are the subject hereof, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

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Section 12.2. Proceedings Constitute Contract; Enforcement Thereof. The provisions of this Resolution shall constitute a contract between the Authority and the Owner and the provisions thereof shall be enforceable by the Owner by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

After the issuance and delivery of any Note, this Resolution and any supplemental Resolution shall not be repealable, but shall be subject to modification or amendment to the extent and in the manner provided in this Resolution, but to no greater extent and in no other manner.

Section 12.3. Benefits of Resolution Limited to the Authority and the Owner. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or should be construed to confer upon or give to any person other than the Authority and the Owner of the Note any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, agreement or provision herein contained. The Resolution and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Authority and the Owner from time to time of the Note as herein and therein provided.

Section 12.4. No Personal Liability. No officer or employee of the Authority shall be individually or personally liable for the payment of the principal of or interest on the Note. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 12.5. Effect of Saturdays, Sundays and Legal Holidays. Whenever this Resolution requires any action to be taken on a Saturday, Sunday or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Resolution the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 12.6. Partial Invalidity. If any one or more of the covenants or agreements or portions thereof provided in this Resolution on the part of the City, the Authority or the Registrar to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Note, but the Owner of the Note shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 12.7. Law and Place of Enforcement of this Resolution. The Resolution shall be construed and interpreted in accordance with the laws of the State of Nebraska. All suits and actions arising out of this Resolution shall be instituted in a court of competent jurisdiction in the State of Nebraska except Amended Orchard, LLC Phase 1

to the extent necessary for enforcement, by any trustee or receiver appointed by or pursuant to the provisions of this Resolution, or remedies under this Resolution.

Section 12.8. Effect of Article and Section Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Resolution.

Section 12.9. Repeal of Inconsistent Resolution. Any Resolution of the City, or the Authority and any part of any resolution, inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

Section 12.10. Publication and Effectiveness of this Resolution. This Resolution shall take effect and be in full force from and after its passage by the Community Redevelopment Authority of the City.

Section 12.11 Authority to Execute Redevelopment Contract and Approve Plan. The Chairman and Secretary are authorized and directed to execute the Redevelopment Contract, in the form presented with such changes as the Chairman, in his discretion deems proper. The Plan is approved and adopted.

Section 12.12 Revision of prior Resolution in Whole. This Resolution revokes and supplants in whole Resolution _____ passed by the Authority on _____, 2020.

PASSED AND ADOPTED: _____, 2021.

**COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA**

(SEAL)

By: _____
Chairman

ATTEST:

By: _____
Secretary

4820-4919-5239, v. 1

Amended Orchard, LLC Phase 1

AMENDED REDEVELOPMENT CONTRACT

This Amended Redevelopment Contract is made and entered into as of the ____ day of _____, 2021, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), and The Orchard, LLC, a Nebraska limited liability company ("Redeveloper").

1. The Authority and Redeveloper entered into a Redevelopment Contract dated the 12th day of June, 2019, a true and correct copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

2. The first sentence of the second paragraph of Section 3.02 is amended and restated as follows:

“The Authority shall issue three (3) Tax Increment Revenue Bonds for each phase of the Project (for a total of up to nine (9) Tax Increment Revenue Bonds), in one taxable series, in a maximum principal amounts for each phase as follows:”

3. The second sentence of Section 3.04 is amended and restated as follows:

“In accordance with the terms of this Redevelopment Contract, the Redeveloper shall receive grants in nine (9) or more advances corresponding to the completion of the Public Improvements for each separate Sub-Phase of the Project to reimburse Redeveloper for Project Costs incurred for such Phase and/or Sub-Phase, in the aggregate maximum amount not to exceed the sums reflected in section 3.02 above.”

4. The Redevelopment Contract is amended by revising the interest rate on Exhibit C to the original Redevelopment Contract. Exhibit C to the original Redevelopment Contract is revised to conform to Exhibit B attached hereto and incorporated herein by this reference.

5. The Redevelopment Contract is amended as and to the extent described herein and the parties affirm the terms and conditions of the Redevelopment Contract as amended hereby.

(Signature Page follows)

ATTEST:

By: _____
Chairman

Chairman

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Exhibit A
Original Redevelopment Contract

Exhibit B
Amended Exhibit C to Original Redevelopment Contract

EXHIBIT C
FORM OF BOND

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF HALL

COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA

TAX INCREMENT DEVELOPMENT REVENUE BOND
(ORCHARD, LLC REDEVELOPMENT PROJECT), SERIES 2021

No. R-1

Up to \$6,326,956 for the aggregate
total of all phases
(subject to reduction as described herein)

Date of
Original Issue

Date of
Maturity

Rate of
Interest

December 31, 2043*

5.00%

REGISTERED OWNER: The Orchard, LLC

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE BOND SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA has caused this Bond to be signed by the manual signature of the Chairman of the Authority, countersigned by the manual signature of the Clerk of the City, and the City's corporate seal imprinted hereon.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA

[S E A L]

By: _____ (manual signature)
Chairman

By: _____ (manual signature)
Clerk

*** or, if sooner, fifteen years after the last effective date established for a Sub-Phase under the terms of the Redevelopment Contract**

The **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA** (the “**Authority**”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Grand Island, Nebraska (the “**Registrar**”), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in **Schedule 1** at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on June 1 and December 1 of each year until payment in full of such Principal Amount, beginning June 1, 202_, by check or draft mailed to the Registered Owner hereof as shown on the bond registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner’s address as it appears on such bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Bond is issued by the Authority under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Authority on _____, 2021, as from time to time amended and supplemented (the “**Resolution**”).

THE PRINCIPAL AMOUNT OF THIS BOND IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS BOND IS \$6,326,956.00.

This Bond is a special limited obligation of the Authority payable as to principal and interest solely from and is secured solely by the Revenue (as defined in the Resolution) and certain other money, funds and securities pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The Revenue represents that portion of ad valorem taxes levied by public bodies of the State of Nebraska, including the City, on real property in the Project Area (as defined in this Resolution) which is in excess of that portion of such ad valorem taxes produced by the levy at the rate fixed each year by or for each such public body upon the valuation of the Project Area as of a certain date and as has been certified by the County Assessor of Hall County, Nebraska to the City in accordance with law.

Reference is hereby made to the Resolution for the provisions, among others, with respect to the collection and disposition of certain tax and other revenues, the special funds charged with and pledged to the payment of the principal of and interest on this Bond, the nature and extent of the security thereby created, the terms and conditions under which this Bond has been issued, the rights and remedies of the Registered Owner of this Bond, and the rights, duties, immunities and obligations of the City and the Authority. By the acceptance of this Bond, the Registered Owner assents to all of the provisions of the Resolution.

The principal of and interest hereon shall not be payable from the general funds of the City nor the

Authority nor shall this Bond constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Authority or of any other party other than those specifically pledged under the Resolution. This Bond is not a debt of the City or the Authority within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Authority, and does not impose any general liability upon the City or the Authority and neither the City nor the Authority shall be liable for the payment hereof out of any funds of the City or the Authority other than the Revenues and other funds pledged under the Resolution, which Revenues and other funds have been and hereby are pledged to the punctual payment of the principal of and interest on this Bond in accordance with the provisions of this Resolution.

The Registered Owner may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed "Principal Amount Advanced" on **Schedule 1** hereto (the "**Table**") and may enter the aggregate principal amount of this Bond then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner may enter the principal amount paid on this Bond under the column headed "Principal Amount Redeemed" on the Table and may enter the then outstanding principal amount of this Bond under the column headed "Cumulative Outstanding Principal Amount" on the Table. Notwithstanding the foregoing, the records maintained by the Trustee as to the principal amount issued and principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount of this Bond for all purposes.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Bond by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Bond; the Revenue and other money and securities pledged to the payment of the principal of and interest on this Bond; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Bond; the rights, duties and obligations of the Authority and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

This Bond is subject to redemption prior to maturity, at the option of the Authority, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

In the event this Bond is called for prior redemption, notice of such redemption shall be given by first-class mail to the Registered Owner hereof at its address as shown on the registration books maintained by the Registrar not less than 10 days prior to the date fixed for redemption, unless waived by the Registered Owner hereof. If this Bond, or any portion thereof, shall have been duly called for redemption and notice of such redemption duly given as provided, then upon such redemption date the portion of this Bond so redeemed shall become due and payable and if money for the payment of the portion of the Bond so redeemed and the accrued interest thereon to the date fixed for redemption shall be held for the purpose of such payment by the Registrar, interest shall cease to accrue and become payable hereon from and after the redemption date.

This Bond is transferable by the Registered Owner hereof in person or by its attorney or legal representative duly authorized in writing at the principal office of the Registrar, but only in the manner, subject

to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond of the same series and maturity and for the same principal amount will be issued to the transferee in exchange therefor. The Authority and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal of and interest due hereon and for all other purposes.

This bond is being issued as a registered bond without coupons. This bond is subject to exchange as provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Bond have happened, do exist and have been performed in regular and due time, form and manner; that this Bond does not exceed any constitutional, statutory or charter limitation on indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond as provided in this Resolution.

[The remainder of this page intentionally left blank]

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the bond register kept by the Registrar for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within bond in every particular.

Signature Guaranteed By:

Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15)

By: _____
Title: _____

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SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF GRAND ISLAND, NEBRASKA
ORCHARD, LLC REDEVELOPMENT PROJECT TAX INCREMENT DEVELOPMENT
REVENUE BOND, SERIES 2021**

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

4843-3227-4152, v. 1

**Redevelopment Plan Amendment
Grand Island CRA Area 26
November 2018**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 1 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific infrastructure related project in Area 26.

Executive Summary:

Project Description

THE REDEVELOPMENT APPROXIMATELY 23 ACRES OF PROPERTY LOCATED BETWEEN CAPITAL AVENUE AND 12TH STREET WEST OF THE CENTRAL NEBRASKA RAIL ROAD TRACKS IN NORTHEAST GRAND ISLAND FOR THE DEVELOPMENT OF 180 LOTS FOR SINGLE FAMILY DETACHED AND ATTACHED HOUSING UNITS.

The use of Tax Increment Financing to aid in redevelopment expenses associated with platting and installing the necessary infrastructure (streets, sanitary sewer, water, and storm sewer) for the development of 180 residential lots being platted as The Orchard Subdivision in northeast Grand Island. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project affordable. The project will result in 180 housing units with an average 2019 sale price \$170,000. The 2014 Housing Study for the City of Grand Island identified a need of 1735 new housing units within the City by 2019. Between January 2014 and August 2018 a total of 1034 new units were permitted, leaving a deficit of over 700 units. This project and selling the houses for the cost of construction would not be feasible without the use of TIF.

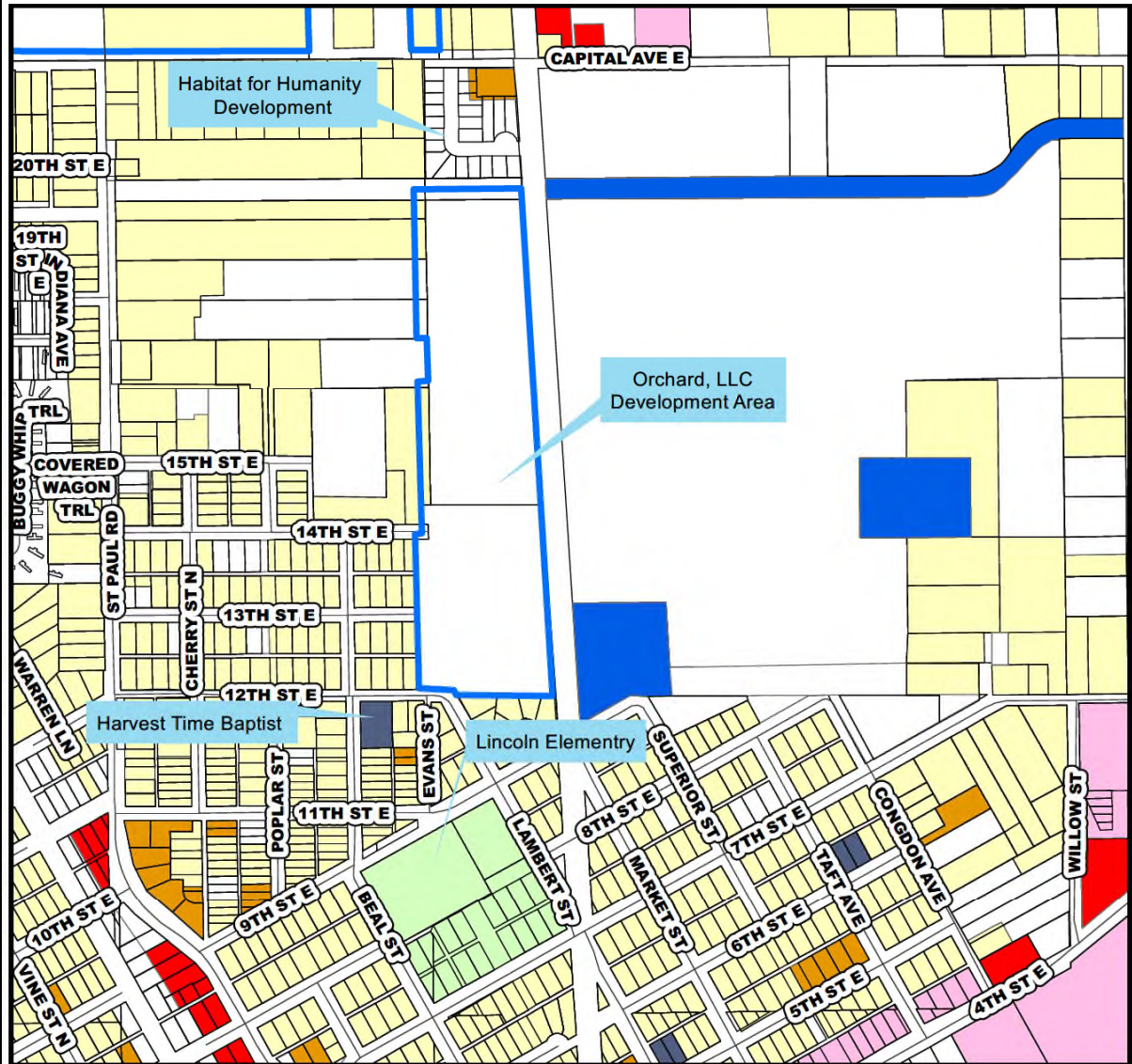
Orchard LLC – Hoppe Homes, LP owns the property being platted as The Orchard Subdivision. This is vacant property that has been surrounded by developed and developing property for more than 100 years. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the remodeling and rehabilitation of this building. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over multiple 15 year periods beginning January 1, 2020 towards the allowable costs and associated financing for rehabilitation.

TAX INCREMENT FINANCING TO PAY FOR THE REHABILITATION OF THE PROPERTY WILL COME FROM THE FOLLOWING REAL PROPERTY:

Property Description (the “Redevelopment Project Area”)

Legal Descriptions: Property being platted as The Orchard Subdivision in the City of Grand Island, Hall County, Nebraska.

EXISTING LAND USE LOCATION MAP



Scale: NONE
For Illustration Purposes

Legend

 Orchard LLC, Development Area	 Park; School
 Church	 Public
 Commercial	 Residential
 Industrial	 Vacant
 Multi-Family Residential	



THE REGIONAL PLANNING COMMISSION of Holt County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska

Existing Land Use and Subject Property

The tax increment will be captured for the tax years the payments for which become delinquent in years 2020 through 2043 inclusive. The TIF contract will be structured so it can be amended each year for up to nine years to add the housing units to be completed during that year. No single property will be eligible for TIF for a period of more than 15 years.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from development of the property for residential uses and the construction of houses in the project area as permitted in the R-3SL Medium Density Residential Small Lot Zoning District.

Statutory Pledge of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution providing for the issuance of the TIF Note, the Authority hereby provides that any ad valorem tax on the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in the Redevelopment Contract, consistent with this Redevelopment Plan. The plan anticipates that each phase of the development will constitute new effective date for the purposes of determining the period of fifteen years. Said taxes shall be divided as follows:

a. That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds, of each such public body in the same proportion as all other taxes collected by or for the bodies; and

b. That portion of the ad valorem tax on real property in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of; the interest on, and any premiums due in connection with the bonds, loans, notes, or advances on money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, a redevelopment project. When such bonds, loans, notes, advances of money, or indebtedness including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such redevelopment project shall be paid into the funds of the respective public bodies.

Pursuant to Section 18-2150 of the Act, the ad valorem tax so divided is hereby pledged to the repayment of loans or advances of money, or the incurring of any indebtedness, whether funded, refunded, assumed, or otherwise, by the CRA to finance or refinance, in whole or in part, the redevelopment project, including the payment of the principal of, premium, if any, and interest on such bonds, loans, notes, advances, or indebtedness.

Redevelopment Plan Amendment Complies with the Act:

The Community Development Law requires that a Redevelopment Plan and Project consider and comply with a number of requirements. This Plan Amendment meets the statutory qualifications as set forth below.

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on May 22, 2018.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

2. Conformation to the General Plan for the Municipality as a whole. [§18-2103 (13) (a) and §18-2110]

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations. The Hall County Regional Planning Commission held a public hearing at their meeting on October 3, 2018 and passed Resolution 2019-011 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island. The Grand Island Public School District has submitted a formal request to the Grand Island CRA to notify the District any time a TIF project involving a housing subdivision and/or apartment complex is proposed within the District. The school district was notified of this plan amendment prior to it being submitted to the CRA for initial consideration.

3. The Redevelopment Plan must be sufficiently complete to address the following items: [§18-2103(13) (b)]

a. Land Acquisition:

This Redevelopment Plan for Area 26 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

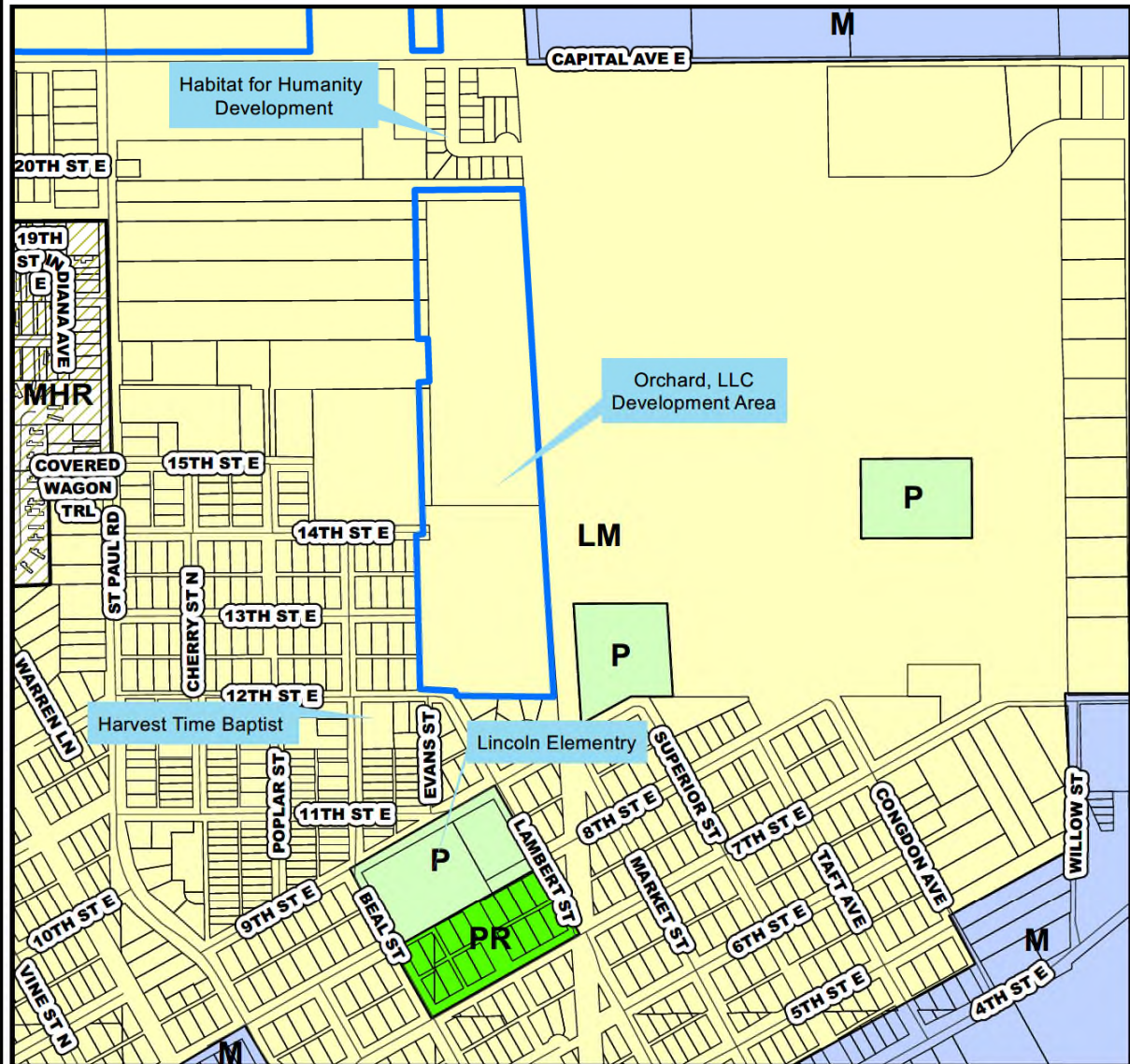
b. Demolition and Removal of Structures:

The project to be implemented with this plan does not provide for the demolition and removal any structures on this property.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. All of the area around the site in private ownership is planned for low to medium density residential development. This property is in private ownership. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]

FUTURE LAND USE LOCATION MAP



Scale: NONE
For Illustration Purposes

Legend

Orchard LLC, Development Area	MHR - Mobile Home
TA - Transitional Agriculture	MO - Mixed Use Office
DC - Down Town Commercial	M - Manufacturing
GC - General Commercial	MUM - Mixed Use Manufacturing
HC - Highway Commercial	P - Public
MUC - Mixed Use Commercial	PR - Parks and Recreation
LM - Low to Medium Residential	



THE REGIONAL PLANNING COMMISSION of Hall
County, Grand Island, Wood River and the Villages
of Alda, Cairo and Doniphan, Nebraska

City of Grand Island Future Land Use Map

d. Changes to zoning, street layouts and grades or building codes or ordinances or other Planning changes.

The area is zoned R-3SL Medium Density Small Lot Residential zone. No zoning changes are anticipated with this project. New streets are anticipated and needed to support this project and it is anticipated that TIF revenues will offset the costs of those improvements. No changes are anticipated in building codes or ordinances. No other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The property is zoned R-3SL This zoning district allows for up to 50% of the property to be covered with buildings and lot sizes ranging from 2100 square feet for Row houses to a minimum of 3000 square feet for single family detached homes. The proposed development meets those coverage and intensity of use requirements. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sanitary sewer and water are available to support this development. Both sanitary sewer and water will need to be extended throughout the site. TIF revenues will be used to offset the cost of these public utility improvements.

Electric utilities are sufficient for the proposed use of this property. Electric lines will need to be extended throughout the property.

No other publicly owned utilities would be impacted by the development. §18-2103(b) and §18-2111]

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This property is vacant and has been vacant for more than 1 year; no relocation is contemplated or necessary. [§18-2103.02]

5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106] No members of the authority or staff of the CRA have any interest in this property.

6. Section 18-2114 of the Act requires that the Authority consider:

a. Method and cost of acquisition and preparation for redevelopment and estimated proceeds from disposal to redevelopers.

The developer is estimated a purchase value of \$2,000,000 as an eligible expense. The estimated costs of grading, streets, sanitary sewer, water and storm sewer is \$4,000,000

The total of the eligible expenses for this project is estimated by the developer at \$6,000,000.

No property will be transferred to redevelopers by the Authority. The developer will provide and secure all necessary financing.

b. Statement of proposed method of financing the redevelopment project.

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$6,000,000 from the proceeds of the TIF. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2021 through December 2043.

c. Statement of feasible method of relocating displaced families.

No families will be displaced as a result of this plan.

7. Section 18-2113 of the Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Authority has considered these elements in proposing this Plan. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions. This will accomplish the goal of increasing the number of residential units within the City of Grand Island and encouraging infill development.

8. Time Frame for Development

Development of this project is anticipated to begin in the 2019 year. The subdivision will likely be built in three phases with approximately 60 lots per phase. The developer is anticipating construction of 20 units per year though this may be adjusted for market

demand. It is anticipated that the final homes in this development will be built in 2027 with the tax increment on those homes extending to 2042. Excess valuation should be available for the first homes built with this project for 15 years beginning with the 2021 tax year.

9. Justification of Project

The 2014 housing study for the City of Grand Island projected that by 2019 we would need an additional 1734 new housing units. Between January 1 of 2014 and August of 2018 permits for 1028 new housing units had been issued. The current housing market, a combination of the cost of producing housing and the prevailing wages, has not created a situation that gives the markets sufficient incentive to build the number housing units required to meet community needs. This lack of housing options impacts a variety of other areas within the community including work force development, overcrowding, maintenance of residential units and rents. This project will create new housing options in one of the oldest areas of the City. These new housing options include row houses along with townhomes and single family houses on smaller lots. All of this should lower the cost of construction and the overall sales price of the homes, making them more affordable.

10. Cost Benefit Analysis Section 18-2113 of the Act, further requires the Authority conduct a cost benefit analysis of the plan amendment in the event that Tax Increment Financing will be used. This analysis must address specific statutory issues.

As authorized in the Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.* (2019), the City of Grand Island has analyzed the costs and benefits of the proposed Redevelopment Project, including:

Project Sources and Uses. Approximately \$6,000,000 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$6,000,000 in private sector financing; a private investment of \$5.25 for every TIF and grant dollar investment.

Use of Funds	Source of Funds.		
Description	TIF Funds	Private Funds	Total
Site Acquisition	\$2,000,000	\$	\$2,000,000
Legal and Plan*		\$80,000	\$80,000
Financing Fees		\$20,000	\$20,000
Engineering/Arch		\$50,000	\$50,000
New Construction		\$31,000,000	\$31,000,000
On Site Improvements	\$4,000,000		\$4,000,000
Contingency	\$6,000,000	\$350,000	\$350,000
TOTALS	\$6,000,000	\$31,500,000	\$37,500,00

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2019, valuation of approximately \$203,000. Based on the 2017 levy this would result in a real property tax of approximately \$4,573. It is anticipated that the assessed value will increase by \$39,800,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$890,000 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for the period of the bonds, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2019 assessed value:	\$ 203,000
Estimated value after completion	\$ 40,000,000
Increment value	\$ 39,797,000
Annual TIF generated (estimated)	\$ 890,000
TIF bond issue	\$ 6,000,000

(a) Tax shifts resulting from the approval of the use of Tax Increment Financing;

The redevelopment project area currently has an estimated valuation of \$203,000. The proposed redevelopment will create additional valuation of \$39,800,000 over the course of the next nine years. The project creates additional valuation that will support taxing entities long after the project is paid off along with providing 181 additional housing units that can be built and sold for less than \$200,000.

(b) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project;

Existing water and waste water facilities will not be negatively impacted by this development. The electric utility has sufficient capacity to support the development. This is infill development with services connecting to existing line with capacity. This development is likely to result in a larger number of students in the Lincoln Elementary School service area. Fire and police protection are available and should not be negatively impacted by this development though there will be some increased need for officers and fire fighters as the City continues to grow whether from this project or others.

Housing of the type proposed is likely to attract families to the neighborhood. Lincoln Elementary school is currently near or at capacity and this will likely cause some issues. The project is proposed for development at about 20 units per year so the impact will not be immediate.

(c) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;

This will provide additional housing options for the residents of Grand Island. The National Homebuilders Association estimates that each new single family home is the

equivalent of 2.5 full time equivalent jobs so this development at 20 houses per year would represent an additional 50 FTE's within the city for the next nine years.

(d) Impacts on other employers and employees within the city or village and the immediate area that are located outside of the boundaries of the area of the redevelopment project; and

This project will not have a negative impact on other employers different from any other expanding business within the Grand Island area. Grand Island does have tight labor market and part of that is due to the availability and cost of housing. This development may help alleviate some of those pressures.

(e) Impacts on student populations of school districts within the City or Village:

This development will have an impact on the Grand Island School system and will likely result in additional students at both the elementary and secondary school levels.

The average number of persons per household in Grand Island for 2012 to 2016 according the American Community Survey is 2.65. 181 additional households would house 480 people. According to the 2010 census 19.2% of the population of Grand Island was between the ages of 5 and 18. If the averages hold it would be expected that there would be an additional 92 school age children generated by this development. If this develops at a rate of 20 houses per year for 9 years approximately 10 children would be added to the school age population every year with this development. These 10 children will likely be spread over the full school age population from elementary to secondary school. According to the National Center for Educational Statistics¹ the 2015-16 enrollment for GIPS was 9,698 students and the cost per student in 2013-14 was \$12,343 of that \$5,546 is generated locally. The Grand Island Public School System was notified on October 16, 2018 that the CRA would be considering this application at their November 14, 2018 meeting.

(f) Any other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project.

This project is consistent the goals of the 2014 Housing Study for the City of Grand Island to create more than 1700 new dwelling units by 2019. It appears that the City of Grand Island will have added more than 1000 units by 2019 but that still leaves a deficit of the projected need of 700 units. The local housing market is not capable of producing the number of units needed at market rate given the costs of building and development.

Time Frame for Development

Development of this project is anticipated to be completed during between Spring of 2019 and the end of 2028. The base tax year should be calculated on the value of the

¹ https://nces.ed.gov/ccd/districtsearch/district_detail.asp?ID2=3100016

property as of January 1, 2019 for the first phase with each phase based on the preceeding year's valuation of the property included in the amendment for that year. Excess valuation should be available for this project beginning in 2020 with taxes due in 2021. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years on each property or an amount not to exceed \$6,000,000 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the rehabilitation the developer will spend at least \$6,000,000 on TIF eligible activities.



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

ORCHARD LLC - Hoppe Homes, LP

Address:

PO Box 6036 LINCOLN NE 68506

Telephone No.:

402 328 8100

Fax No.:

402 328 8104

Contact:

FRED HOPPE

Brief Description of Applicant's

Business:

land development & construction

proposed to subdivide land & build
affordable housing for purchase or
rent

Present Ownership Proposed Project Site: ORCHARD LLC

Proposed Project: Building square footage, size of property, description of buildings – materials, etc. Please attach site plan, if available.

see attached 128 Town homes, 40 row homes,
13 Single family homes priced for
entry level

If Property is to be Subdivided, Show Division Planned: see attached

VI. Estimated Project Costs:

Acquisition Costs:

A. Land APPRX 2,000,000

B. Building N/A \$

Construction Costs:

A. Renovation or Building Costs:

APPRX \$1,000 X 180 plus \$350,000

B. On-Site Improvements:

APPRX \$ 3,000,000 -
APPRX \$ 4,000,000
STREETS
SEWER
WATER
SYSTEM

Soft Costs:

A. Architectural & Engineering Fees:

APX \$ 50,000

B. Financing Fees:

APX \$ 20,000

C. Legal/Developer/Audit Fees:

APX \$ 80,000

D. Contingency Reserves:

\$ 350,000

E. Other (Please Specify)

\$

TOTAL \$ 37,500,000

Total Estimated Market Value at Completion:

APX \$ 40,000,000

Source of Financing:

A. Developer Equity:

\$ 2,000,000

B. Commercial Bank Loan:

\$ 29,500,000

Tax Credits:

1. N.I.F.A.

TO BE DETERMINED \$

2. Historic Tax Credits

\$

D. Industrial Revenue Bonds:

\$

E. Tax Increment Assistance:

\$ 6,000,000

F. Other

\$

Name, Address, Phone & Fax Numbers of Architect, Engineer and General Contractor:

ARCH & ENG: DESIGN ASSOCIATES C/O JACOBY WELLS CORP

GC: HOPPE HOMES ATTN FRED HOPPE

see attached

Estimated Real Estate Taxes on Project Site Upon Completion of Project:

(Please Show Calculations)

180 x 210,000 = 37,800,000

Project Construction Schedule:

3 Phases

180 units

Construction Start Date:

Phase I - 12/18

20 per year

Construction Completion Date:

Phase III 9/27

If Phased Project:

2019

Year

11

%

Complete

Year

%

Complete

11% per year est

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

Describe Amount and Purpose for Which Tax Increment Financing is Requested:

LAND & INFRA STRUCTURE

TIF ALLOWS US TO SELL
HOUSES FOR CONST. COST.

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing
for Proposed Project:

MARKET VALUE \$210,000 EST

SALE PR PRICE \$170,000

TIF PAYS GAP \$40,000

Using TIF to reduce sale price
to construction cost.

Municipal and Corporate References (if applicable). Please identify all other
Municipalities, and other Corporations the Applicant has been involved with, or

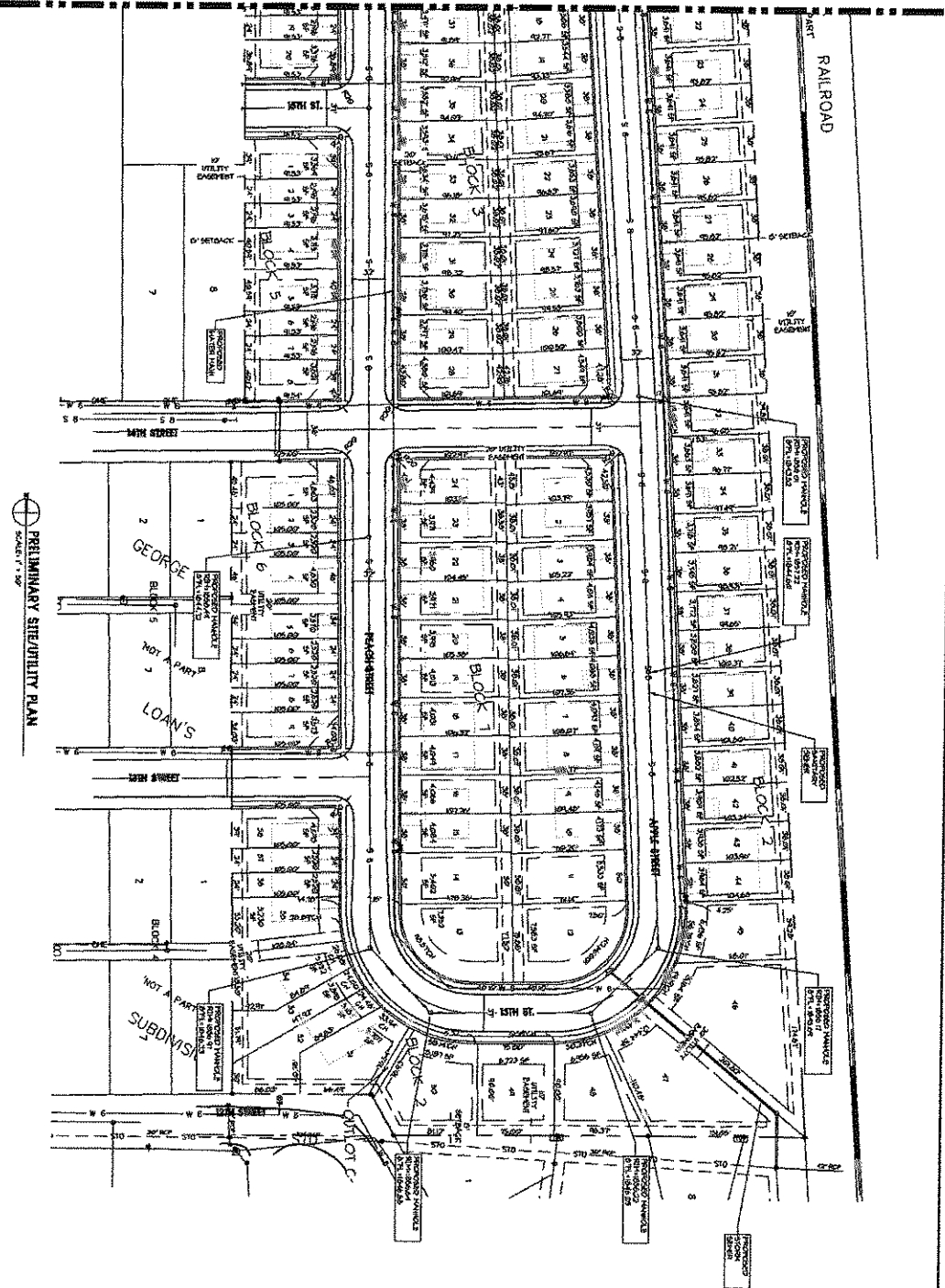
has completed developments in, within the last five (5) years, providing contact person, telephone and fax numbers for each:

LEXINGTON	JOE PEPPLIS A
LINCOLN-	DAVE LANDIS
GRAND ISLAND	CHAD NABITY

- IV. Please Attach Applicant's Corporate/Business Annual Financial Statements for the Last Three Years.

Post Office Box 1968
Grand Island, Nebraska 68802-1968
Phone: 308 385-5240
Fax: 308 385-5423
Email: cnabity@grand-island.com

MATCHLINE SEE SHEET C-2



PRELIMINARY SITE/UTILITY PLAN
SCALE: 1" = 30'

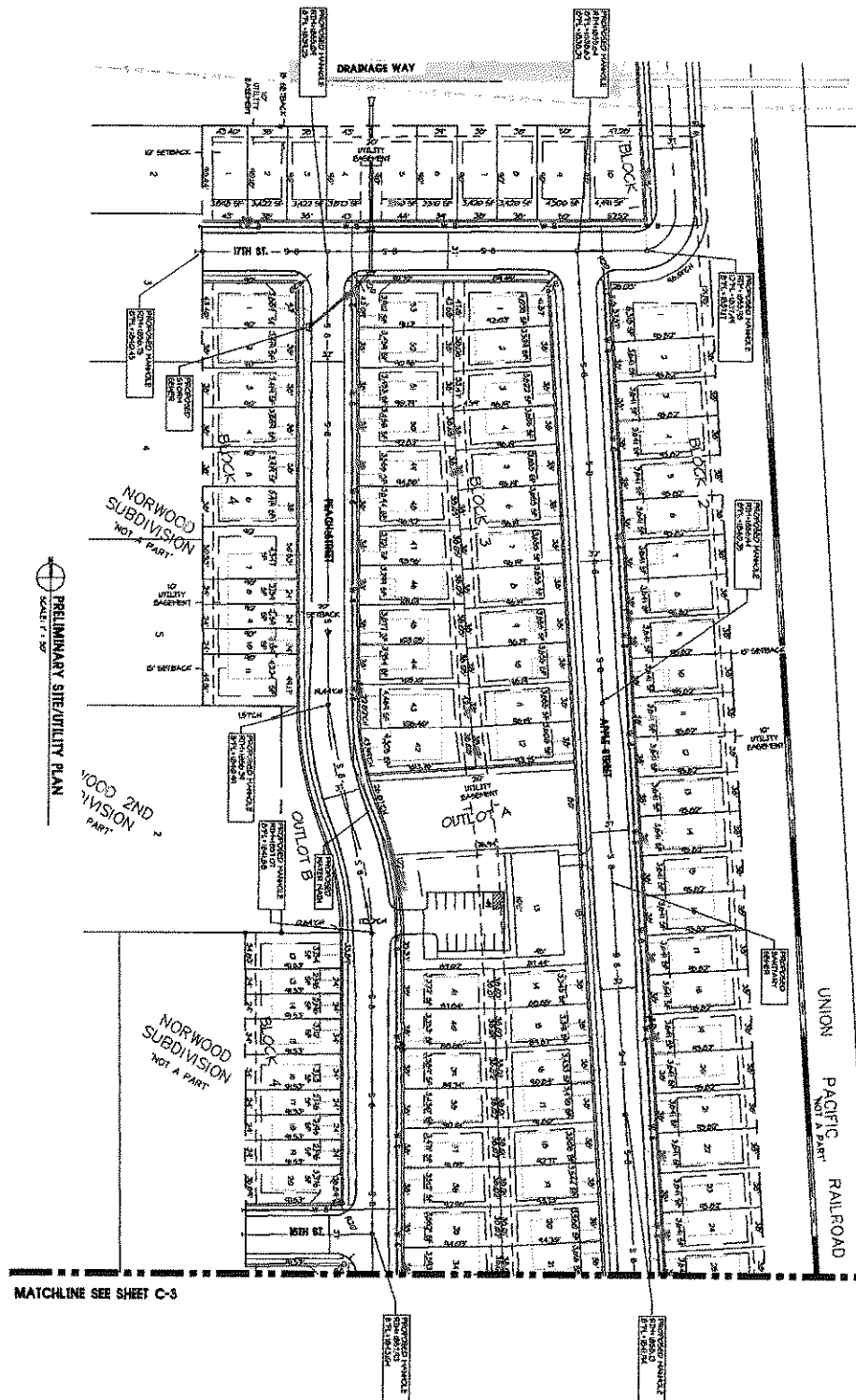
C-3

Design Associates
of Lincoln, Inc.
ARCHITECTS • ENGINEERS • PLANNERS
1700 N. 16th Street, Lincoln, Nebraska 68506
402-441-2000 dave@designassociates.com, 402-441-4045

PROPOSED
SITE PLAN

THE ORCHARD SUBDIVISION
PRELIMINARY STUDY
GRAND ISLAND, NEBRASKA

15 AUG 2018



C-2	Design Associates of Lincoln, Inc. ARCHITECTS • ENGINEERS • PLANNERS 1000 N. 10th Street, Lincoln, Nebraska 68508 (402) 426-3300 • info@designassociates.com • www.designassociates.com	PROPOSED SITE PLAN	THE ORCHARD SUBDIVISION PRELIMINARY STUDY GRAND ISLAND, NEBRASKA	10 AUG 2018
	PREPARED BY: [Signature]			
	CHECKED BY: [Signature]			

Developer/builder/GC

The Orchard, LLC

Hoppe Homes, LP

c/o Ward F. Hoppe

P.O. Box 6036

Lincoln Ne 68506

402-328-8100

Design Associates

c/o Jeremy Williams

402-474-3000

1609 N Street

Lincoln

Ne.

68508

# of units:	LIVING SQ. FT>	1,170	1305	1305	1739	1487
		2BR Ranch	3 BR RANCH	3 BR RANCH	2 STORY FRONT	2 STORY FRONT
		BASEMENT	SLAB	BASEMENT	SLAB	BASEMENT
Description		Per Unit	Per Unit	Per Unit	Per Unit	Per Unit
Appliances Allowance		\$2,550	\$2,550	\$2,550	\$2,550	\$2,550
Cabinets		\$2,100	\$2,100	\$2,100	\$2,700	\$2,700
Clean/Trash		\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Concrete Flatwork		\$11,500	\$10,000	\$11,500	\$14,650	\$14,650
Counter Tops Material		\$750	\$750	\$750	\$800	\$800
Deck Labor & Material		\$2,000	\$150	\$2,000	\$150	\$2,000
Drywall		\$6,550	\$7,000	\$7,300	\$8,500	\$8,700
Electrical		\$7,400	\$7,500	\$7,800	\$8,000	\$8,000
Environmental / SWPPP		\$300	\$300	\$300	\$300	\$300
Excavation/Backfill		\$1,400	\$0	\$1,600	\$0	\$1,600
Exterior Doors		\$1,120	\$1,560	\$1,120	\$1,225	\$780
Fine Grade & Site Prep		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Floor covering		\$3,700	\$4,000	\$4,500	\$5,000	\$5,200
Foundation Wall		\$13,500	\$11,000	\$15,000	\$7,800	\$12,000
Framing Labor		\$4,700	\$4,000	\$5,220	\$5,700	\$6,500
Framing Material		\$17,000	\$17,100	\$19,000	\$24,000	\$26,000
Garage Door - (No Opener)		\$700	\$700	\$700	\$700	\$700
Gutters		\$1,850	\$2,000	\$2,000	\$1,000	\$1,000
Hardware		\$480	\$500	\$500	\$500	\$500
HVAC - heat pump		\$8,800	\$8,200	\$9,000	\$8,200	\$9,000
Impact Fee		\$0	\$0	\$0	\$0	\$0
Insurance		\$300	\$300	\$300	\$300	\$300
Insulation		\$2,700	\$2,750	\$3,000	\$2,800	\$3,250
Interest	5% 8 mo.	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Landscape		\$800	\$800	\$800	\$800	\$800
Lighting Fixtures Allowance		\$335	\$350	\$350	\$350	\$350
Masonry		\$1,200	\$1,200	\$1,200	\$1,000	\$1,000
Mirrors		\$150	\$150	\$150	\$175	\$175
Painting		\$3,300	\$3,600	\$3,600	\$4,100	\$4,200
Permits & Curb Cut		\$800	\$800	\$800	\$800	\$800
Plumbing - 2 Baths		\$9,800	\$9,500	\$9,800	\$10,800	\$11,000
Portable Toilet		\$100	\$100	\$100	\$100	\$100
Roofing Labor & Materials		\$3,050	\$3,400	\$3,400	\$2,800	\$2,800
Sealing/Caulking		\$100	\$100	\$100	\$100	\$100
Sewer & h2o (private)		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Shutters		\$100	\$100	\$100	\$100	\$100
Siding Labor & Material		\$3,150	\$3,500	\$3,500	\$4,100	\$4,100
Signage		\$100	\$100	\$100	\$100	\$100
Sodding		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Solar		\$0	\$0	\$0	\$0	\$0
Sprinkler, fire		\$0	\$0	\$0	\$0	\$0
Sprinkler, lawn		\$1,400	\$1,400	\$1,400	\$1,400	\$1,400
Storage		\$100	\$100	\$100	\$100	\$100
Structural Steel		\$0	\$0	\$0	\$0	\$0
Supervision		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Trim Labor		\$3,000	\$3,200	\$3,200	\$3,350	\$3,350
Trim Materials		\$2,900	\$3,200	\$3,200	\$3,200	\$3,200
Trusses - Roof		\$4,500	\$5,000	\$5,000	\$3,500	\$3,500
Utilities		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Waterproofing - In Foundat.#		\$0	\$0	\$0	\$0	\$0
Windows		\$1,070	\$900	\$1,300	\$1,500	\$1,900
Window Treatment		\$185	\$200	\$200	\$200	\$230
Post Boxes		\$100	\$100	\$100	\$100	\$100
SUBTOTAL	90%	\$135,840	\$130,460	\$144,940	\$143,750	\$156,135
Options (see schedule)		\$0	\$0	\$0	\$0	\$0
P&O	10%	\$15,093	\$14,496	\$16,104	\$15,972	\$17,348
BUILDING COST		\$150,933	\$144,956	\$161,044	\$159,722	\$173,483
realtor	3%	\$4,528	\$4,349	\$4,831	\$4,792	\$5,205
SUBTOTAL		\$156,138	\$149,954	\$166,598	\$165,230	\$179,466

1:27 PM
08/29/18
Cash Basis

Hoppe Homes LP
Balance Sheet
As of December 31, 2017

	Dec 31, 17
ASSETS	
Current Assets	
Checking/Savings	
CHB 454060	27,816.16
CHB 7094683-Savings	2,830.17
Union 3050987	1,397.99
WGB 2004022605	3,805.28
Total Checking/Savings	35,849.60
Accounts Receivable	
Accounts Receivable	1,664.68
Total Accounts Receivable	1,664.68
Other Current Assets	
Lexington Project-Tyson Foods	
Advertising	-125.00
Gas	109.98
Supervision	142.50
NIFA	1,500.00
Permits	500.00
Environmental	2,800.00
Legal	18,076.00
Architecture	82.10
Total Lexington Project-Tyson Foods	23,085.58
Cherry Park East	
Cherry Park East - Other	-805.81
Total Cherry Park East	-805.81
Stonyhill Ventures-Option Purch	2,500.00
GIAHC Note(Stonyhill Ventures)	5,000.00
Stonyhill Ventures Receivable	11,380.35
Escrow-Security First Bank	9,265.87
Walnut Theater LLC Rec	10,500.00
Total Other Current Assets	60,925.99
Total Current Assets	98,440.27
Fixed Assets	
Investment in GILI LLC	
Gili LLC-Distribution	-252,000.00
Investment in GILI LLC - Other	-113,845.00
Total Investment in GILI LLC	-365,845.00
Drafting Software-2010	3,000.00
Equipment	
Duteau	36,230.00
Original Cost	20,549.35
Trailer	1,932.10
Truck	3,100.00
Truck-Ford 1997	5,500.00
Stock 710 Trailer-2008	8,000.00
Site Trailer-Oct 2010	1,965.74
20 HP KAW/44" ZTR Mower-2011	4,815.00
Chevrolet Silverado-2011	26,150.00
Washer/Dryer Sets	8,720.50
Ram 1500 Promaster Van-2016	22,000.00
Accumulated Depreciation	-90,919.38
Total Equipment	48,043.31

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08/29/18
Cash Basis

Hoppe Homes LP
Balance Sheet
As of December 31, 2017

	Dec 31, 17
Furniture & Fixtures	
Original Cost	8,530.51
Accumulated Depreciation	-8,530.51
Total Furniture & Fixtures	0.00
Rental Units	
1025 W Welter	
Land-1025 W Welter	35,368.00
1025 W Welter - Other	125,121.82
Total 1025 W Welter	160,489.82
2541/2543 SW Soukup Cir(Duplex)	
Land-2543/2543 SW Soukup Cir	35,250.00
2541/2543 SW Soukup Cir(Duplex) - Other	204,495.75
Total 2541/2543 SW Soukup Cir(Duplex)	239,745.75
Accumulated Depreciation	-121,898.14
Total Rental Units	278,337.43
Total Fixed Assets	-36,464.26
Other Assets	
Walnut Redev Loan	1,989.06
Orchard Loan	333,028.45
Work In Progress	
WIP-Wyuka Project	106.11
Total Work In Progress	106.11
Total Other Assets	335,123.62
TOTAL ASSETS	397,099.63
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
N/P CP East-Centurylink	11,000.00
N/P Security First-1100067995	31,157.21
N/P Security First-1100065001	144,075.68
N/P Security First-1100065002	49,504.48
N/P Security First-1100067718	15,829.78
Pet Deposit	250.00
Security Deposit	3,300.00
Total Other Current Liabilities	255,117.15
Total Current Liabilities	255,117.15
Total Liabilities	255,117.15
Equity	
Jacob Hoppe Equity	
Jacob Hoppe Capital	65,989.06
Jacob Hoppe Draws	-36,794.72
Total Jacob Hoppe Equity	29,194.34
Margaret Hoppe Equity	
Margaret Hoppe Capital	71,775.83
Margaret Hoppe Draws	-55,051.38
Total Margaret Hoppe Equity	16,724.45
Retained Earnings	-29.22

1:27 PM
08/29/18
Cash Basis

Hoppe Homes LP
Balance Sheet
As of December 31, 2017

	Dec 31, 17
Ward Hoppe Equity	
Ward Hoppe Capital	172,444.94
Ward Hoppe Draws	-60,975.44
Total Ward Hoppe Equity	111,469.50
Net Income	-15,376.59
Total Equity	141,982.48
TOTAL LIABILITIES & EQUITY	397,099.63

1:25 PM
08/29/18
Cash Basis

Hoppe Homes LP

Profit & Loss YTD Comparison

January through December 2017

	Jan - Dec 17	Jan - Dec 17
Ordinary Income/Expense		
Income		
Contract Receipt	170,000.00	170,000.00
CSV (Washer/Dryer)	2,565.00	2,565.00
OMC(Washer/Dryer)	245.00	245.00
Late Charges	464.00	464.00
Management Fee	26,866.17	26,866.17
Mileage Reimbursed	2,363.02	2,363.02
Overhead & Profit	30,000.00	30,000.00
Repair Income	34,783.73	34,783.73
Rental Income	40,880.00	40,880.00
Total Income	308,166.92	308,166.92
Gross Profit	308,166.92	308,166.92
Expense		
Campaign marketing	98,389.75	98,389.75
Advertising	250.00	250.00
Automobile Expense	15,710.91	15,710.91
Bank Service Charges	219.20	219.20
Contract Labor	116,377.87	116,377.87
Depreciation Expense	16,153.44	16,153.44
Donations	895.00	895.00
Dues and Subscriptions	1,671.00	1,671.00
401K Expense	2,250.04	2,250.04
Insurance	18,778.60	18,778.60
Interest Expense	11,057.97	11,057.97
Licenses and Permits	40.00	40.00
Miscellaneous	566.13	566.13
Office Supplies	1,596.77	1,596.77
Postage and Delivery	203.93	203.93
Professional Fees	14,438.76	14,438.76
Rent-Office	3,000.00	3,000.00
Repairs	2,069.54	2,069.54
Seminar	125.00	125.00
Service Charge	60.00	60.00
Taxes	7,981.52	7,981.52
Telephone	3,943.33	3,943.33
Tools and Machinery	1,612.12	1,612.12
Travel & Ent	2,915.09	2,915.09
Utilities	3,289.52	3,289.52
Total Expense	323,595.49	323,595.49
Net Ordinary Income	-15,428.57	-15,428.57
Other Income/Expense		
Other Income		
Interest Income	4.24	4.24
Other Income	47.74	47.74
Total Other Income	51.98	51.98
Net Other Income	51.98	51.98
Net Income	-15,376.59	-15,376.59

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08/29/18
Cash Basis

Hoppe Homes LP Balance Sheet As of December 31, 2016

	Dec 31, 16
ASSETS	
Current Assets	
Checking/Savings	
CHB 454060	38,371.39
CHB 7094683-Savings	2,825.93
Union 3050987	1,397.99
WGB 2004022605	3,805.28
Total Checking/Savings	46,400.59
Other Current Assets	
Lexington Project-Tyson Foods	
Market Study	4,800.00
NIFA	500.00
Legal	16,537.50
Total Lexington Project-Tyson Foods	21,837.50
Stonyhill Ventures-Option Purch	2,500.00
GIAHC Note(Stonyhill Ventures)	5,000.00
Stonyhill Ventures Receivable	11,035.85
Escrow-Security First Bank	9,251.39
Walnut Theater LLC Rec	10,500.00
Total Other Current Assets	60,124.74
Total Current Assets	106,525.33
Fixed Assets	
Investment in GILI LLC	
Gili LLC-Distribution	-212,000.00
Investment in GILI LLC - Other	-113,845.00
Total Investment in GILI LLC	-325,845.00
Drafting Software-2010	3,000.00
Equipment	
Original Cost	20,549.35
Trailer	1,932.10
Truck	3,100.00
Truck-Ford 1997	5,500.00
Stock 710 Trailer-2008	8,000.00
Site Trailer-Oct 2010	1,965.74
20 HP KAW/44" ZTR Mower-2011	4,815.00
Chevrolet Siverado-2011	26,150.00
Washer/Dryer Sets	8,720.50
Ram 1500 Promaster Van-2016	22,000.00
Accumulated Depreciation	-86,570.94
Total Equipment	16,161.75
Furniture & Fixtures	
Original Cost	8,530.51
Accumulated Depreciation	-8,530.51
Total Furniture & Fixtures	0.00
Rental Units	
1025 W Welter	
Land-1025 W Welter	35,368.00
1025 W Welter - Other	125,121.82
Total 1025 W Welter	160,489.82
2541/2543 SW Soukup Cir(Duplex)	
Land-2543/2543 SW Soukup Cir	35,250.00
2541/2543 SW Soukup Cir(Duplex) - Other	204,495.75
Total 2541/2543 SW Soukup Cir(Duplex)	239,745.75

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08/29/18
Cash Basis

Hoppe Homes LP
Balance Sheet
As of December 31, 2016

	Dec 31, 16
Accumulated Depreciation	-110,093.14
Total Rental Units	290,142.43
Total Fixed Assets	-16,540.82
Other Assets	
Walnut Redev Loan	1,714.06
Orchard Loan	314,863.76
Total Other Assets	316,577.82
TOTAL ASSETS	406,562.33
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
First Bankcard 2251	29.22
Total Credit Cards	29.22
Other Current Liabilities	
A/P Gili LLC	9,949.00
N/P Security First-1100065001	155,744.35
N/P Security First-1100065002	53,515.26
N/P Security First-1100067718	19,563.42
Pet Deposit	250.00
Security Deposit	3,300.00
Total Other Current Liabilities	242,322.03
Total Current Liabilities	242,351.25
Total Liabilities	242,351.25
Equity	
Jacob Hoppe Equity	
Jacob Hoppe Capital	74,292.06
Jacob Hoppe Draws	-34,892.40
Total Jacob Hoppe Equity	39,399.66
Margaret Hoppe Equity	
Margaret Hoppe Capital	80,080.83
Margaret Hoppe Draws	-55,051.38
Total Margaret Hoppe Equity	25,029.45
Retained Earnings	-29.22
Ward Hoppe Equity	
Ward Hoppe Capital	211,196.29
Ward Hoppe Draws	-56,025.75
Total Ward Hoppe Equity	155,170.54
Net Income	-55,359.35
Total Equity	164,211.08
TOTAL LIABILITIES & EQUITY	406,562.33

1:26 PM
08/29/18
Cash Basis

Hoppe Homes LP
Profit & Loss YTD Comparison
January through December 2016

	Jan - Dec 16	Jan - Dec 16
Ordinary Income/Expense		
Income		
Consulting	25,000.00	25,000.00
Contract Receipt	162,996.30	162,996.30
Drafting	1,000.00	1,000.00
CSV (Washer/Dryer)	3,730.00	3,730.00
OMC(Washer/Dryer)	420.00	420.00
Late Charges	425.00	425.00
Maintenance	124.50	124.50
Management Fee	27,411.10	27,411.10
Mileage Reimbursed	3,001.33	3,001.33
Overhead & Profit	5,869.55	5,869.55
Repair Income	34,717.06	34,717.06
Rental Income	39,365.00	39,365.00
Supervision	1,400.00	1,400.00
Trip Charge	37.41	37.41
Total Income	305,497.25	305,497.25
Cost of Goods Sold		
Cost of Goods Sold	114,286.28	114,286.28
Total COGS	114,286.28	114,286.28
Gross Profit	191,210.97	191,210.97
Expense		
Advertising	843.25	843.25
Automobile Expense	9,848.80	9,848.80
Bank Service Charges	39.00	39.00
Contract Labor	110,964.35	110,964.35
Depreciation Expense	23,577.67	23,577.67
Donations	755.00	755.00
Dues and Subscriptions	992.00	992.00
401K Expense	2,250.04	2,250.04
Insurance	5,637.90	5,637.90
Interest Expense	10,393.26	10,393.26
Licenses and Permits	40.00	40.00
Office Supplies	988.03	988.03
Postage and Delivery	184.61	184.61
Professional Fees	7,877.10	7,877.10
Reference Materials	46.19	46.19
Rent-Office	3,000.00	3,000.00
Repairs	1,745.35	1,745.35
Service Charge	20.00	20.00
Taxes	3,963.39	3,963.39
Telephone	2,877.17	2,877.17
Tools and Machinery	839.49	839.49
Travel & Ent	554.08	554.08
Utilities	1,449.54	1,449.54
Web Site	67.90	67.90
Total Expense	188,954.12	188,954.12
Net Ordinary Income	2,256.85	2,256.85

1:26 PM
08/29/18
Cash Basis

Hoppe Homes LP
Profit & Loss YTD Comparison
January through December 2016

	Jan - Dec 16	Jan - Dec 16
Other Income/Expense		
Other Income		
K-1 Activity	-34,396.00	-34,396.00
Interest Income	4.25	4.25
Total Other Income	-34,391.75	-34,391.75
Other Expense		
Abandonment Loss	23,224.45	23,224.45
Total Other Expense	23,224.45	23,224.45
Net Other Income	-57,616.20	-57,616.20
Net Income	-55,359.35	-55,359.35

1:28 PM
08/29/18
Cash Basis

Hoppe Homes LP
Balance Sheet
As of December 31, 2015

	Dec 31, 15
ASSETS	
Current Assets	
Checking/Savings	
CHB 454060	22,742.97
CHB 7094683-Savings	2,821.68
Union 3050987	1,397.99
WGB 2004022605	3,805.28
Total Checking/Savings	30,767.92
Other Current Assets	
Lexington Project-Tyson Foods	
Legal	7,180.00
Total Lexington Project-Tyson Foods	7,180.00
Stonyhill Ventures-Option Purch	12,500.00
GIAHC Note(Stonyhill Ventures)	5,000.00
Stonyhill Ventures Receivable	710.85
The Exchange-Costs	
Plans	270.41
Office Labor	207.23
Signage	68.35
Demolition	3,175.84
Marketing	19,546.32
Total The Exchange-Costs	23,268.15
Escrow-Security First Bank	8,777.72
Walnut Theater LLC Rec	10,500.00
Total Other Current Assets	67,936.72
Total Current Assets	98,704.64
Fixed Assets	
Investment in GILI LLC	
Gili LLC-Distribution	-146,000.00
Investment in GILI LLC - Other	-79,449.00
Total Investment in GILI LLC	-225,449.00
Drafting Software-2010	3,000.00
Equipment	
Original Cost	20,549.35
Trailer	1,932.10
Truck	3,100.00
Truck-Ford 1997	5,500.00
Stock 710 Trailer-2008	8,000.00
Site Trailer-Oct 2010	1,965.74
20 HP KAW/44" ZTR Mower-2011	4,815.00
Chevrolet Siverado-2011	26,150.00
Washer/Dryer Sets	8,720.50
Accumulated Depreciation	-75,010.94
Total Equipment	5,721.75
Furniture & Fixtures	
Original Cost	8,530.51
Accumulated Depreciation	-8,530.51
Total Furniture & Fixtures	0.00
Rental Units	
1025 W Welter	
Land-1025 W Welter	35,368.00
1025 W Welter - Other	125,121.82
Total 1025 W Welter	160,489.82

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Cash Basis

Hoppe Homes LP
Balance Sheet
As of December 31, 2015

	Dec 31, 15
2541/2543 SW Soukup Cir(Duplex)	
Land-2543/2543 SW Soukup Cir	35,250.00
2541/2543 SW Soukup Cir(Duplex) - Other	204,495.75
Total 2541/2543 SW Soukup Cir(Duplex)	239,745.75
Accumulated Depreciation	-98,075.47
Total Rental Units	302,160.10
Total Fixed Assets	85,432.85
Other Assets	
Walnut Redev Loan	1,443.28
Orchard Loan	281,581.17
Work In Progress	
WIP-Hohls	-4,741.00
Total Work In Progress	-4,741.00
Total Other Assets	278,283.45
TOTAL ASSETS	462,420.94
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
First Bankcard 2251	408.28
First Bankcard 8695	189.88
Total Credit Cards	598.16
Other Current Liabilities	
N/P Ally Bank	5,628.11
N/P Security First-1100065001	165,792.20
N/P Security First-1100065002	56,968.93
Pet Deposit	250.00
Security Deposit	3,300.00
Total Other Current Liabilities	231,939.24
Total Current Liabilities	232,537.40
Total Liabilities	232,537.40
Equity	
Jacob Hoppe Equity	
Jacob Hoppe Capital	96,126.29
Jacob Hoppe Draws	-32,954.15
Total Jacob Hoppe Equity	63,172.14
Margaret Hoppe Equity	
Margaret Hoppe Capital	101,915.06
Margaret Hoppe Draws	-55,028.95
Total Margaret Hoppe Equity	46,886.11
Ward Hoppe Equity	
Ward Hoppe Capital	313,089.36
Ward Hoppe Draws	-47,673.32
Total Ward Hoppe Equity	265,416.04
Net Income	-145,590.75
Total Equity	229,883.54
TOTAL LIABILITIES & EQUITY	462,420.94

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Cash Basis

Hoppe Homes LP
Profit & Loss YTD Comparison
January through December 2015

	Jan - Dec 15	Jan - Dec 15
Ordinary Income/Expense		
Income		
Returned Check Charges	25.00	25.00
Application Fee	25.00	25.00
Contract Receipt	34,185.96	34,185.96
Drafting	150.00	150.00
CSV (Washer/Dryer)	4,078.00	4,078.00
OMC(Washer/Dryer)	385.00	385.00
Lafe Charges	223.82	223.82
Maintenance	807.09	807.09
Management Fee	23,775.51	23,775.51
Mileage Reimbursed	4,818.32	4,818.32
Overhead & Profit	3,103.72	3,103.72
Repair Income	40,511.97	40,511.97
Rental Income	40,366.13	40,366.13
Supervision	562.50	562.50
Trip Charge	115.97	115.97
Total Income	153,133.99	153,133.99
Cost of Goods Sold		
Cost of Goods Sold	30,354.96	30,354.96
Total COGS	30,354.96	30,354.96
Gross Profit	122,779.03	122,779.03
Expense		
Automobile Expense	7,462.82	7,462.82
Bank Service Charges	42.32	42.32
Contract Labor	96,636.98	96,636.98
Depreciation Expense	12,225.49	12,225.49
Donations	990.00	990.00
Dues and Subscriptions	1,168.00	1,168.00
401K Expense	1,746.94	1,746.94
Insurance	8,395.65	8,395.65
Interest Expense	12,933.60	12,933.60
Lawn Maintenance	39.41	39.41
Licenses and Permits	40.00	40.00
Miscellaneous	0.00	0.00
Office Expense	12.45	12.45
Office Supplies	489.23	489.23
Postage and Delivery	131.83	131.83
Printing and Reproduction	33.68	33.68
Professional Fees	2,931.35	2,931.35
Rent-Office	3,000.00	3,000.00
Repairs	2,821.11	2,821.11
Seminar	115.00	115.00
Service Charge	45.00	45.00
Taxes	7,520.92	7,520.92
Telephone	2,812.08	2,812.08
Tools and Machinery	311.38	311.38
Travel & Ent	2,126.89	2,126.89
Utilities	2,627.88	2,627.88
Web Site	148.00	148.00
Total Expense	166,808.01	166,808.01
Net Ordinary Income	-44,028.98	-44,028.98

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Cash Basis

Hoppe Homes LP
Profit & Loss YTD Comparison
January through December 2015

	Jan - Dec 15	Jan - Dec 15
Other Income/Expense		
Other Income		
K-1 Activity	-101,566.00	-101,566.00
Interest Income	4.23	4.23
Total Other Income	-101,561.77	-101,561.77
Net Other Income	-101,561.77	-101,561.77
Net Income	-145,590.75	-145,590.75

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Cash Basis

The Orchard, LLC
Balance Sheet
As of December 31, 2017

	Dec 31, 17
ASSETS	
Other Assets	
Lincoln Heights Sub LT 1	421,840.25
Total Other Assets	421,840.25
TOTAL ASSETS	421,840.25
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	20,841.08
Total Accounts Payable	20,841.08
Other Current Liabilities	
Earnest Money	15,000.00
Total Other Current Liabilities	15,000.00
Total Current Liabilities	35,841.08
Long Term Liabilities	
Hoppe Homes, LP	333,028.45
Ward F. Hoppe Loan	45,719.72
Ward F Hoppe LLC Loan	5,088.15
Total Long Term Liabilities	383,836.32
Total Liabilities	419,677.40
Equity	
Retained Earnings	2,162.85
Total Equity	2,162.85
TOTAL LIABILITIES & EQUITY	421,840.25

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Cash Basis

The Orchard, LLC
Profit & Loss
January through December 2017

	Jan - Dec 17
Net Income	0.00

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Cash Basis

The Orchard, LLC
Balance Sheet
As of December 31, 2016

	Dec 31, 16
ASSETS	
Other Assets	
Lincoln Heights Sub LT 1	413,119.59
Total Other Assets	413,119.59
TOTAL ASSETS	413,119.59
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	20,841.08
Total Accounts Payable	20,841.08
Other Current Liabilities	
Earnest Money	15,000.00
Total Other Current Liabilities	15,000.00
Total Current Liabilities	35,841.08
Long Term Liabilities	
Cornhusker Bank Loan	9,444.03
Hoppe Homes, LP	314,863.76
Ward F. Hoppe Loan	45,719.72
Ward F Hoppe LLC Loan	5,088.15
Total Long Term Liabilities	375,115.66
Total Liabilities	410,956.74
Equity	
Retained Earnings	2,162.85
Total Equity	2,162.85
TOTAL LIABILITIES & EQUITY	413,119.59

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Cash Basis

The Orchard, LLC
Profit & Loss
January through December 2016

	Jan - Dec 16
Net Income	0.00

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08/29/18
Cash Basis

The Orchard, LLC
Balance Sheet
As of December 31, 2015

	Dec 31, 15
ASSETS	
Other Assets	
Lincoln Heights Sub LT 1	407,260.97
Total Other Assets	407,260.97
TOTAL ASSETS	407,260.97
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	20,841.08
Total Accounts Payable	20,841.08
Other Current Liabilities	
Earnest Money	15,000.00
Total Other Current Liabilities	15,000.00
Total Current Liabilities	35,841.08
Long Term Liabilities	
Cornhusker Bank Loan	36,868.00
Hoppe Homes, LP	281,581.17
Ward F. Hoppe Loan	45,719.72
Ward F Hoppe LLC Loan	5,088.15
Total Long Term Liabilities	369,257.04
Total Liabilities	405,098.12
Equity	
Retained Earnings	2,162.85
Total Equity	2,162.85
TOTAL LIABILITIES & EQUITY	407,260.97

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Cash Basis

The Orchard, LLC
Profit & Loss
January through December 2015

	Jan - Dec 15
Net Income	<u>0.00</u>