



City of Grand Island

Tuesday, December 6, 2022

Council Session

Item I-6

#2022-352 - Consideration of Approving Redevelopment Contract with Woodsonia Hwy 281, LLC and the City of Grand Island Community Redevelopment Authority for Redevelopment of the Conestoga Mall Property

This item relates to Ordinance F-2.

Staff Contact: Chad Nabity

**REDEVELOPMENT CONTRACT
(Conestoga Marketplace Project)**

This Redevelopment Contract is made and entered into as of the _____ day of _____, 2022, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (“**Authority**”), the City of Grand Island, Nebraska, a Nebraska municipality of the first class (“**City**”), and Woodsonia Hwy 281, LLC, a Nebraska limited liability company (“**Redeveloper**”).

WITNESSETH:

WHEREAS, the City of Grand Island, Nebraska (the “**City**”), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 through 18-2155, Reissue Revised Statutes of Nebraska, as amended (collectively the “**Act**”), has designated an area within the City as blighted and substandard and has designated an area as extremely blighted which are described on Exhibit A;

WHEREAS, the Authority has adopted, after approval by the Mayor and Council of the City, that redevelopment plan entitled “Redevelopment Plan, Grand Island CRA Area 28 Conestoga Marketplace, October 2022” (the “**Redevelopment Plan**”) a copy of which is on file in the office of the City Clerk;

WHEREAS, Authority, City and Redeveloper desire to enter into this Redevelopment Contract in order to implement the Redevelopment Plan and provide for the redevelopment of lots and lands located in a blighted and substandard area, an extremely blighted area and an enhanced employment area;

WHEREAS, Redeveloper is willing to enter into this Redevelopment Contract and provide for the investment of approximately Two Hundred Twenty Million Dollars (\$220,000,000) on the Community Redevelopment Area which includes acquisition, demolition and site preparation, planning for redevelopment, utility extension, public and private street installation, parking lots and construction of a pedestrian shopping mall, plaza, building demolition and rehabilitation, apartment and hotel construction and construction of new and rehabilitated commercial structures;

WHEREAS, the proposed Redevelopment Project shall be constructed in up to six TIF Project phases for the purpose of issuing TIF Indebtedness described herein, and dividing real estate taxes pursuant to Section 18-2147 of the Act, with all TIF Project phases constituting part

of a combined and single Redevelopment Project;

WHEREAS, the Redeveloper requests designation of an Enhanced Employment Area as part of the rehabilitation of the Community Redevelopment Area pursuant to the Act. An Enhanced Employment Act Indebtedness shall be issued for the Enhanced Employment Area. The Enhanced Employment Act Tax Revenue generated by the Enhanced Employment Area shall be pledged to the payment of Enhanced Employment Act Indebtedness. The Redeveloper intends to file a proposed amendment to the Redevelopment Plan for purposes of incorporating Lot 2 and Lot 3 Conestoga Mall Eighth Subdivision to the City of Grand Island, Hall County, Nebraska, (“**Lots 2 and 3**”) into the Redevelopment Project Area. The proposed redevelopment plan amendment will seek to add Lots 2 and 3 to the Enhanced Employment Area to generate additional Enhanced Employment Act Tax Revenues to support the funding of the Redevelopment Project.

WHEREAS, the Community Redevelopment Area and Redevelopment Project Area are shown on Exhibit B-1;

WHEREAS, the Enhanced Employment Area is shown on Exhibit C-1;

WHEREAS, the six phases for purposes of issuing TIF Indebtedness are identified as TIF Project Area 1, TIF Project Area 2, TIF Project Area 3, TIF Project Area 4, TIF Project Area 5, and TIF Project Area 6 on Exhibit D-1;

WHEREAS, the Private Improvements and Public Improvements in the Community Redevelopment Area comprise the Redevelopment Project and are collectively known as the “**Redevelopment Project Improvements**”. The estimated costs of the Redevelopment Project Improvements are collectively known as the “**Redevelopment Project Costs**” and are shown on the Sources and Uses of Funds in Exhibit E. The Authority, City and Redeveloper agree that assistance with the Redevelopment Project Costs is deemed essential and the Redevelopment Project would not be economically feasible without it. The final figures shown in Exhibit E are estimates and subject to changes based upon specific site plans, design specifications and public regulations;

WHEREAS, the Authority and City are willing to support the above described redevelopment of the Community Redevelopment Area in accordance with the Redevelopment Plan; provided that, Redeveloper is willing to agree to covenants and conditions regarding compulsory maintenance and upkeep of the Private and Public Improvements to prevent a recurrence of substandard and blighted conditions; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Authority and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

“**Act**” means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2155, Reissue Revised Statutes of Nebraska, as amended, and acts amendatory thereof and supplemental thereto.

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

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

“**Governing Body**” means the Mayor and City Council of the City.

“**Holder(s)**” means the separate registered owner or owners of TIF Indebtedness and the “Enhanced Employment Act Indebtedness” issued by the Authority from time to time outstanding.

“**Enhanced Employment Act**” shall mean Nebraska Legislative Bill 562, 100th Legislature, effective date September 1, 2007, known as the “Enhanced Employment Area Occupation Tax,” amending Sections 18-2101, 18-2103, 18-2107, 18-2111, 18-2116, 18-2119, and 18-2130 of the Act, as may be amended from time to time and includes Sections 18-2142.02, 18-2142.03, and 18-2142.04 of the Act.

“**Enhanced Employment Area**” referred to in Section 18-2142.02 of the Nebraska Revised Statutes shall mean the enhanced employment area located as the Redevelopment Project Area and shown and legally described on Exhibit C-1, to include such additional adjoining areas as may be included pursuant to a properly adopted amendment to the Redevelopment Plan.

“**Enhanced Employment Act Indebtedness**” shall mean the occupation tax revenue bonds, refunding bonds, notes, interim certificates, debentures, anticipation notes, and other indebtedness or obligations, including interest and premiums, issued under the terms of this Agreement, the Bond Resolution, and the Occupation Tax Ordinance. The Enhanced Employment Act Indebtedness to be issued by the Authority shall consist of the Authority’s Occupation Tax Revenue Bonds (Grand Island Conestoga Marketplace Project), in one or more series and one or more notes, bonds and other forms of indebtedness to be issued in one or more indebtedness instruments and amounts not to exceed a combined total of \$36,762,753.00, each in

substantially the form set forth on Exhibit C-2 (collectively “**Occupation Tax Revenue Bonds**”), and purchased and funded by the Redeveloper as set forth in Section 4.03 of this Redevelopment Contract. It is anticipated that the Occupation Tax Revenue Bonds will be issued as follows, unless Redeveloper requests, in writing, the issuance of Occupation Tax Revenue Bonds with different principal amounts so long as the aggregate total of all Occupation Tax Revenue Bonds issued do not exceed the total sum of \$36,762,753.00), to wit:

Series 202__ A, EEA Note 1: \$14,609,625.00;

Series 202__ B, EEA Note: \$15,852,614.00;

Series 202__ C, EEA Note: \$3,461,154.00; and

Series 202__ D, EEA Note: \$2,839,359.00;

“**Enhanced Employment Act Period**” shall mean the lesser of (i) the time period necessary for the occupation taxes levied within the Enhanced Employment Area to pay off any outstanding Enhanced Employment Act Indebtedness which have been issued stating such occupation tax as an available source for payment; or (ii) thirty (30) years after the effective date of the imposition of an occupation tax by the Occupation Tax Ordinance for the Enhanced Employment Area.

“**Enhanced Employment Act Proceeds**” shall mean any net proceeds from the issuance of any and all Enhanced Employment Act Indebtedness. The proceeds of any Series of Enhanced Employment Indebtedness may be allocated and used to pay for or reimburse the Redeveloper for any Enhanced Employment Act Project Costs within the Enhanced Employment Area.

“**Enhanced Employment Act Project**” means the private Redevelopment Project Improvements to the Enhanced Employment Area, as further described in Exhibit C-1 and, as used herein, shall include additions and improvements thereto. The Enhanced Employment Act Project shall include all eligible costs and expenses as set forth on Exhibit F. The final figures shown in Exhibit F are estimates and subject to changes based upon specific site plans, design specifications, City approvals and public regulations.

“**Enhanced Employment Act Project Costs**” means only costs or expenses incurred by Redeveloper in the Enhanced Employment Area as set forth on Exhibit C-1 for the purposes set forth in Section 18-2142.04 (1) (a) and Section 18-2103(28) (a) through (f), inclusive, of the Nebraska Revised Statutes, including providing for such costs by the exercise of the powers set forth in §18-2107(4) of the Act, all as identified on Exhibit F.

“**Enhanced Employment Act Project Cost Certification**” means a statement prepared and signed by an authorized representative of the Redeveloper verifying the Redeveloper has become legally obligated for the payment of Enhanced Employment Act Project Costs identified on Exhibit F.

“Enhanced Employment Act Tax Revenues” shall mean the occupation tax revenues generated and collected under the occupation tax authorized by the Bond Resolution and the Occupation Tax Ordinance. The Enhanced Employment Act Tax Revenues generated from the Enhanced Employment Area shall be used to pay the principal and interest on the Enhanced Employment Act Indebtedness related to the Enhanced Employment Area.

“Issuance Costs” shall mean reasonable costs and expenses incurred by the City and Authority for the public purpose to issue the indebtedness, pledges, bonds and notes described in this Redevelopment Contract of the TIF Indebtedness and Enhanced Employment Act Indebtedness, including but not limited to, bond counsel fees, special city attorney fees, fiscal advisory fees, placement fees, legal opinions and advice, and business memorandums, analysis, and advice given to the City and Authority and incurred before or after the Agreement Date in order to fund the Enhanced Employment Act Project and the TIF Project which shall not exceed the total sum of \$50,000. Issuance Costs shall not include the Redeveloper’s attorney fees or any expenses attributed to the funding of the Enhanced Employment Act Costs or TIF Project Costs.

The City may adopt and impose, from time to time, a schedule of costs to be retained from the Enhanced Employment Act Tax Revenues and the TIF Revenues to reimburse the costs incurred by the City (on an annual or prorated year) to collect, process and administer the Enhanced Employment Act Revenues and TIF Revenues, and related bond funds pursuant to the requirements of the Act, including labor costs, equipment, software, promulgated regulations, City and State of Nebraska Department of Revenue accounting, procedures, reports, audits, review and accountability and reporting measures,

“Liquidated Damages Amount” shall collectively mean the Liquidated Damage Amount (a) and Liquidated Damage Amount (b) to be repaid to Authority by Redeveloper pursuant to Section 7.02 of this Redevelopment Contract.

“Lot” or **“Lots”** shall mean the separately platted and subdivided lots within the Redevelopment Project Area established pursuant to an approved and filed subdivision plat in accordance with the ordinances and regulations of the City.

“Lot 3” shall mean the Lot 3, Conestoga Mall Ninth Subdivision, In The City Of Grand Island, Hall County, Nebraska.

“Master Project” shall mean the TIF Project and Enhanced Employment Act Project.

“Mortgage” shall mean a real estate mortgage, deed of trust or other instrument creating an encumbrance or lien as security for a loan on the Redevelopment Project Area.

“Mortgage Holder” shall mean a mortgagee, trustee or holder in reference to a Mortgage.

“Occupation Tax Ordinance” shall mean the City of Grand Island Ordinance No.____, passed and approved by the Governing Body on _____, 202_, as amended, and related ordinances authorizing the levy, collection and enforcement of the occupation tax imposed pursuant to the Enhanced Employment Act.

“Redeveloper” means Woodsonia Hwy 281, LLC, a Nebraska limited liability company.

“Redevelopment Project Area” means that certain real property situated in the City of Grand Island, Hall County, Nebraska which has been declared blighted and substandard and extremely blighted by the City pursuant to the Act, and which is more particularly described on Exhibit B-1. All such legal descriptions are subject to change based upon any re-platting requested by the Redeveloper and approved by the City.

“Redevelopment Project” means the improvements to the Community Redevelopment Area, as described in Exhibit B-2 and as used herein, shall include the Community Redevelopment Area and additions and improvements thereto. Without limitation, those improvements include the Redevelopment Project Improvements:

“Redevelopment Project Improvements” shall mean the Private Improvements and Public Improvements.

“Redevelopment Project Costs” shall mean the cost of the Redevelopment Project and are shown on the Sources and Uses of Funds in Exhibit E.

“Private Improvements” shall mean the anticipated private improvements to be constructed, improved or rehabilitated as part of the Redevelopment Project that is within the Redevelopment Project Area:

- Construction of an approximately 148,000 square foot retail store on Lot 3.
- Construction of up to a hotel on Lot 12.
- Construction of approximately 250 apartments on Lot 13, unless revised through a future zoning amendment;
- Construction of commercial structures on Lots 1, 2, 4, 5, 6, 7, 9, 10, and 11 as part of a pedestrian shopping mall.
- Rehabilitation of structures on Lot 8.
- Construction, rehabilitation and installation of a pedestrian shopping mall, plaza, parking lots, sidewalks, parks, meeting and display facilities, bus stop shelters, lighting, benches or other seating furniture, sculptures, trash receptacles, shelters and fountains on all lots in the Conestoga Mall Ninth Subdivision to the city of Grand Island, with the exception of Lots 12 and 13.

“Public Improvements” shall mean the anticipated public improvements, constructed, improved or rehabilitated as part of the Redevelopment Project that is within the Community Redevelopment Area:

- Public Access Streets (including sidewalks, street lighting and street trees) as shown as Outlot A in the Conestoga Mall Ninth Subdivision to the city of Grand Island.
- Public easement acquisition.
- Sidewalks and pedestrian walkways.
- Public utilities in dedicated easements or abutting rights-of-ways shown on

the Final Plat of the Conestoga Mall Ninth Subdivision to the city of Grand Island to support the Redevelopment Project, including, but not limited to, sanitary and storm sewer, municipal electrical service and water mains.

- Private streets with public access.
- Reconfiguration of storm water drainage cells shown on Exhibit H.
- Pedestrian shopping mall building and related improvements.
- Energy enhancements in excess of local design standards.
- Any other public improvements permitted by the Act.

“Redevelopment Contract” means this redevelopment contract between the City, Authority and Redeveloper with respect to the TIF Project and Enhanced Employment Act Project, as the same may be amended from time to time.

“Redevelopment Plan” means the Redevelopment Plan (also defined in the recitals hereto) for the Community Redevelopment Area and the collective Enhanced Employment Areas related to the TIF Project and Enhanced Employment Act Project is incorporated herein, prepared by the Authority and approved by the City pursuant to the Act, as amended from time to time. A copy of the Redevelopment Plan is available for viewing the Office of the City Clerk, City of Grand Island, Nebraska.

“Resolution” or **“Bond Resolution”** means the Resolution of the Authority authorizing the issuance of the TIF Indebtedness and Enhanced Employment Act Indebtedness, as supplemented from time to time, and also approving this Redevelopment Contract.

“Start Date” means the date that the Redeveloper has (i) acquired fee title to the Redevelopment Project Property and (ii) entered into a purchase agreement with company, whose stock is publicly traded, to sell to said company Lot 3 as shown on Exhibit K (collectively “Start Date”).

“Taxes” shall mean taxes and assessments from all applicable government entities including, but not limited to, any income, excise, sales or occupation taxes, ad valorem (real property) taxes, and personal property taxes.

“TIF Areas” shall mean each of the six separate subareas within the Redevelopment Project Area as described on Exhibit D-1, and designated as TIF Project Area 1, TIF Project Area 2, TIF Project Area 3, TIF Project Area 4, TIF Project Area 5, and TIF Project Area 6, respectively.

“TIF Indebtedness” means any bonds, refunding bonds, notes, loans, interim certificates, debentures, anticipation notes, and advances of money or other indebtedness or obligations, including interest and premium, if any, thereon, incurred by the Authority pursuant to the Resolution and Article III hereof to provide financing for a portion of the TIF Project Costs and secured in whole or in part by TIF Revenues. It is anticipated that the TIF Indebtedness as initially issued by the Authority shall consist of the Authority's Tax-Increment Development Revenue Bonds (Grand Island Conestoga Marketplace Project), will be issued as follows, unless Redeveloper requests, in writing, the issuance of Tax-Increment Development Revenue Bonds

with different principal amounts so long as the aggregate total of all Tax-Increment Development Revenue Bonds issued do not exceed the total sum of \$26,257,076.00), to wit:

TIF Project Area 1	202__ A TIF Project Area 1 Bond	\$7,413,655.00
TIF Project Area 2	202__ B TIF Project Area 2 Bond	\$3,858,088.00
TIF Project Area 3	202__ C TIF Project Area 3 Bond	\$2,521,638.00
TIF Project Area 4	202__ D TIF Project Area 4 Bond	\$7,545,342.00
TIF Project Area 5	202__ E TIF Project Area 5 Bond	\$2,327,489.00
TIF Project Area 6	202__ F TIF Project Area 6 Bond	\$2,590,864.00

each in substantially the form set forth on Exhibit D-2 (collectively “**TIF Bonds**”) and purchased and funded by the Redeveloper as set forth in Section 3.04A. of this Redevelopment Contract.

“**TIF Indebtedness Proceeds**” shall mean any net proceeds from the issuance of any and all TIF Indebtedness. The proceeds of any Series of TIF Indebtedness may be allocated and used to pay for or reimburse the Redeveloper for any TIF Project Costs on any TIF Project Area and shall not be limited to payment of costs from which the TIF Indebtedness Proceeds were generated.

“**TIF Period**” shall mean the lesser of (i) the time period necessary to pay off any outstanding TIF Indebtedness; or (ii) twenty (20) years after the applicable effective date of the TIF Bond for such TIF Area.

“**TIF Project**” means the Private Improvements and Public Improvements to the Community Redevelopment Area, as further described in Exhibit B-1, and, as used herein, shall include the Redevelopment Project Property and additions and improvements thereto. The TIF Project shall include all eligible costs and expenses as set forth on Exhibit G.

“**TIF Project Cost Certification**” means a statement prepared and signed by an authorized representative of the Redeveloper verifying the Redeveloper has become legally obligated for the payment of TIF Project Costs identified on Exhibit G.

“**TIF Project Costs**” means only costs or expenses incurred by Redeveloper in the Community Redevelopment Area, as set forth on Exhibit B-1 for the purposes set forth in §18-2103(28)(a) through (f), inclusive, including providing for such costs by the exercise of the powers set forth in §18-2107(4) of the Act, all as identified on Exhibit G. The final figures shown in Exhibit G are estimates and subject to changes based upon specific site plans, design specifications, City approvals and public regulations.

“**TIF Revenues**” means incremental ad valorem taxes generated within the Redevelopment Project Area by the TIF Project which are to be allocated to and paid to the Authority pursuant to the Act.

I. “**Timeline**” shall mean the timeline for the TIF Project as generally described on Exhibit

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

(a) Whenever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(b) The phrase “at any time” shall be construed as meaning at any time or from time to time.

(c) The word “including” shall be construed as meaning “including, but not limited to.”

(d) The words “will” and “shall” shall be construed as mandatory.

(e) The words “herein,” “hereof,” “hereunder,” “hereinafter” and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(f) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(g) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II

FINDINGS AND REPRESENTATIONS

Section 2.01 Findings and Representations of Authority and City.

The Authority and City makes the following findings and representations:

(a) The Authority is a duly organized and validly existing community redevelopment authority under the Act.

(b) The Redevelopment Plan has been duly approved by the City and adopted by the Authority pursuant to Sections 18-2109 through 18-2117 of the Act.

(c) The Authority and City deem it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

(d) The Master Project is expected to achieve the public purposes of the Act by among other things, increasing employment, increasing investment, improving public infrastructure, increasing the tax base, and lessening blighted and substandard conditions in the Community Redevelopment Area and Enhanced Employment Area and other purposes set forth in the Act.

(e) (1) The Redevelopment Plan is feasible and in conformity with the general plan for the development of the City as a whole and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act,

(2) the TIF Project would not be economically feasible without the use of tax-increment financing;

(3) the Authority has documented the lack of economic feasibility by a rate of return analysis provided by the Redeveloper; and

(4) the TIF Project would not occur in the Community Redevelopment Area without the use of tax-increment financing.

(f) The Authority has completed a cost-benefit analysis and has determined that the costs and benefits of the TIF Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Authority and have been found to be in the long-term best interest of the community impacted by the TIF Project.

(g) The Authority and City have determined that the proposed land uses and building requirements in the Redevelopment Project Area and Enhanced Employment 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.

(h) Pursuant to section 18-2147 of the Act the Redevelopment Project valuation for any phase shall be the valuation for assessment of the taxable real property in the Redevelopment Project Area for the year prior to the effective date for such phase as specified in section 3.01A.

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a Nebraska limited liability company, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract. Prior to the execution and delivery of this Redevelopment Contract, the Redeveloper has delivered to the Authority a certificate of good standing, a copy of the Redeveloper's Articles of Organization and Operating Agreement, and a copy of the resolution or resolutions authorizing the execution and delivery of this Redevelopment Contract.

(b) The execution and delivery of this Redevelopment Contract and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Master Project or the carrying into effect of this Redevelopment Contract or in any other matter materially affecting the ability to Redeveloper to perform its obligations hereunder.

(d) The TIF Project would not be economically feasible without the use of tax-increment financing.

(e) The TIF Project would not occur in the Community Redevelopment Area without the use of tax-increment financing.

(f) The Enhanced Employment Act Project within the Enhanced Employment Area will result in at least fifteen (15) new employees and new investment of at least one million dollars (\$1,000,000.00), pursuant to Section 18-2116 of the Nebraska Revised Statutes (Note: Hall County 2020 Census shows a population of 53,121).

(g) No Series of TIF Indebtedness or Series of Enhanced Employment Act Indebtedness shall be tax-exempt financing and no interest paid from any Series of TIF

Indebtedness or any Series of Enhanced Employment Act Indebtedness shall be exempt from federal or state income taxation.

(h) Redeveloper warrants and represents that the costs set forth on Exhibit G are permitted costs under the Act and fit within the statutory definitions set forth in Section 18-2103(28)(a) through (f), inclusive, of the Nebraska Revised Statutes.

(i) Redeveloper warrants and represents that the costs set forth on Exhibit F are permitted costs under the Enhanced Employment Act and the Act and fit within the statutory definitions set forth in Section 18-2142.04(1)(a) of the Nebraska Revised Statutes.

(j) There is one single business in the Enhanced Employment Area that will have one hundred thirty-five thousand square feet or more and said business shall comply with the requirements of Section 18-2116 (2) of the Act.

(k) The Occupation Tax Ordinance will make reasonable classification of businesses, users of space, or kinds of transactions for purposes of imposing such Occupation Tax, except that no Occupation Tax shall be imposed on any transaction which is subject to tax under Nebraska Revised Statutes, sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602, or 77-4008 or which is exempt from tax under section 77-2704.24.

(l) Redeveloper agrees and covenants for itself its successors and assigns that it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Master Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Master Project, Redeveloper and for as long thereafter as any TIF Indebtedness or Enhanced Employment Act Indebtedness is outstanding will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Master Project.

(m) Redeveloper warrants and agrees that it will require any business that has one hundred thirty-five thousand square feet or more and annual gross sales of ten million dollars or more to provide an employer-provided health benefit of at least three thousand dollars annually to all new employees who are working thirty hours per week or more on average and have been employed at least six months for said business. In making such determination, the Governing Body may rely upon written undertakings provided by any owner of property within such area. To the extent that the Redeveloper, or any successor in interest leases any portion of the Enhanced Employment Area to a business, Redeveloper or its successor shall include a provision in such lease requiring the employer-provided health benefit described in this subparagraph (m). Further, the conveyance of any lot or lots in the Enhanced Employment Area shall be subject to the same provision related to such health benefit.

(n) Redeveloper has not filed and does not intend to file an application to receive tax incentives under the Nebraska Advantage Act or the ImagiNE Nebraska Act for a project located or to be located within the Redevelopment Project Area; will not seek a refund of the City's local option sales tax revenue; and no application has been approved under the Nebraska Advantage Act or the ImagiNE Nebraska Act related to the Redevelopment Project Area.

ARTICLE III

THE PARTIES OBLIGATIONS RELATING TO TAX-INCREMENT FINANCING

A. OBLIGATIONS OF THE AUTHORITY AND CITY

Section 3.01A Division of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution, the Authority hereby provides that any ad valorem tax on any Lot or Lots located in each phase of the Redevelopment Project Area for the benefit of any public body be divided for a period of twenty years after the applicable effective date of each phase as the case may be, as described in Section 18-2147 (1) of the Act and as more specifically defined below. The Private Improvements shall be constructed in up to six (6) phases, with all phases constituting part of the Redevelopment Project. The Timeline in Exhibit I contains the Redeveloper's current estimate of the projected completion dates for the six phases at the time of the execution of this Redevelopment Contract. In order to optimize the amount of the tax-increment financing for the TIF Project, each phase may have a separate effective date for the division of ad valorem taxes (each, an "**Effective Date**"). For clarification, all lots in each phase shall have the same Effective Date. The Effective Date for each phase shall be identified in a Redevelopment Contract Amendment executed by the Chairman of the Authority and the Redeveloper and delivered to the Authority, prior to July 1 in the calendar year of the Effective Date, in the form attached hereto and incorporated herein by this reference as Exhibit J. The Chairman of the Authority is hereby authorized and directed to execute the Redevelopment Contract Amendment on behalf of the Authority without the additional consent of the City and the Authority. Provided a Redevelopment Contract Amendment is timely executed and filed the Authority shall file with the Hall County Assessor the "**Notice to Divide Taxes**" on or prior to August 1 in the calendar year of the Effective Date for each phase. Said taxes shall be divided as follows:

(a) That portion of the ad valorem tax on the real estate located within the TIF Project Area 1 which is produced by levy at the rate fixed each year by or for each public body upon the "redevelopment project valuation" (as defined in the Act) of the TIF Project Area 1 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 within the TIF Project Area 1 in excess of such amount (the "**Area 1 Incremental Ad Valorem Tax**"), if any,

shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority (designated in the Resolution as the "Series 202_ A TIF Project Area 1 Bond Fund") to pay the principal of, the interest on, and any premium due in connection with the Series 202_ A TIF Project Area 1 Bond. When such Bond, 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 within the TIF Project Area 1 shall be paid into the funds of the respective public bodies.

(c) That portion of the ad valorem tax on the real estate located within the TIF Project Area 2 which is produced by levy at the rate fixed each year by or for each public body upon the "redevelopment project valuation" (as defined in the Act) of the TIF Project Area 2 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

(d) That portion of the ad valorem tax on real property within the TIF Project Area 2 in excess of such amount (the "**Area 2 Incremental Ad Valorem Tax**"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority (designated in the Resolution as the "202_ B TIF Project Area 2 Bond Fund") to pay the principal of, the interest on, and any premium due in connection with the 202_ B TIF Project Area 2 Bond. When such Bond, 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 within the TIF Project Area 2 shall be paid into the funds of the respective public bodies.

(e) That portion of the ad valorem tax on the real estate located within the TIF Project Area 3 which is produced by levy at the rate fixed each year by or for each public body upon the "redevelopment project valuation" (as defined in the Act) of the TIF Project Area 3 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

(f) That portion of the ad valorem tax on real property within the TIF Project Area 3 in excess of such amount (the "**Area 3 Incremental Ad Valorem Tax**"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority (designated in the Resolution as the "202_ C TIF Project Area 3 Bond Fund") to pay the principal of, the interest on, and any premium due in connection with the 202_ C TIF Project Area 3 Bond. When such Bond, 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 within the TIF Project Area 3 shall be paid into the funds of the respective public bodies.

(g) That portion of the ad valorem tax on the real estate located within the TIF Project Area 4 which is produced by levy at the rate fixed each year by or for each public body upon the "redevelopment project valuation" (as defined in the Act) of the TIF Project Area 4 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

(h) That portion of the ad valorem tax on real property within the TIF Project Area 4 in excess of such amount (the “**Area 4 Incremental Ad Valorem Tax**”), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority (designated in the Resolution as the “202_ D TIF Project Area 4 Bond Fund”) to pay the principal of, the interest on, and any premium due in connection with the 202_ D TIF Project Area 4 Bond. When such Bond, 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 within the TIF Project Area 4 shall be paid into the funds of the respective public bodies.

(i) That portion of the ad valorem tax on the real estate located within the TIF Project Area 5 which is produced by levy at the rate fixed each year by or for each public body upon the “redevelopment project valuation” (as defined in the Act) of the TIF Project Area 5 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

(j) That portion of the ad valorem tax on real property within the TIF Project Area 5 in excess of such amount (the “**Area 5 Incremental Ad Valorem Tax**”), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority (designated in the Resolution as the “202_ E TIF Project Area 5 Bond Fund”) to pay the principal of, the interest on, and any premium due in connection with the 202_ E TIF Project Area 5 Bond. When such Bond, 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 within the TIF Project Area 5 shall be paid into the funds of the respective public bodies.

(k) That portion of the ad valorem tax on the real estate located within the TIF Project Area 6 which is produced by levy at the rate fixed each year by or for each public body upon the “redevelopment project valuation” (as defined in the Act) of the TIF Project Area 6 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

(l) That portion of the ad valorem tax on real property within the TIF Project Area 6 in excess of such amount (the “**Area 6 Incremental Ad Valorem Tax**”), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority (designated in the Resolution as the “**202_ F TIF Project Area 6 Bond Fund**”) to pay the principal of, the interest on, and any premium due in connection with the 202_ F TIF Project Area 6 Bond. When such Bond, 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 within the TIF Project Area 6 shall be paid into the funds of the respective public bodies.

Section 3.01B. Last Date to File Redevelopment Contract Amendment.

No Redevelopment Contract Amendment shall be filed by Redeveloper or any successor in interest after July 1, 2034.

Section 3.02A Issuance of TIF Indebtedness.

The Authority shall authorize the issuance of the TIF Indebtedness in a series in the form and stated aggregate principal amount and bearing interest and being subject to such terms and conditions as are specified in the Resolution and this Redevelopment Contract. No TIF Indebtedness will be issued until Redeveloper has (i) acquired fee title to the Redevelopment Project Property and (ii) entered into a purchase agreement with company, whose stock is publicly traded, to acquire Lot 3 as shown on Exhibit K (collectively “**Start Date**”).

Funding of each TIF Bond purchase shall be offset by a grant from the Authority to the Redeveloper in the amount of the TIF Bond principal.

The Redeveloper shall purchase and fund each series of the TIF Indebtedness at a price equal to the principal amount thereof, in a private placement satisfactory to the Authority as to its terms and participants (including any pledgee thereof) upon issuance thereof. Neither the Authority nor the City shall have any obligation to provide for the sale of the TIF Indebtedness. It is the sole responsibility of the Redeveloper to affect the sale of the TIF Indebtedness by purchasing the TIF Indebtedness in accordance with the terms of this Redevelopment Contract and the Resolution.

The Authority shall issue and deliver to the Redeveloper each series of TIF Bonds related to a TIF Project Area when the Redeveloper shall file with the Authority a Redevelopment Contract Amendment, in the form attached hereto and incorporated herein by this reference as Exhibit J for the division of taxes pursuant to Section 18-2147 of the Act, for a TIF Project Area prior to July 1 in the calendar year of the Effective Date.

Section 3.02B Debt Service for TIF Indebtedness.

The Authority shall, to the extent allowed by law, and then only to the extent funds are lawfully available from TIF Revenues generated for each TIF Project Area, pay the debt service on the TIF Indebtedness for such respective TIF Project Area, with interest at a rate per annum not to exceed six and one-half percent (6.5%). Any debt service on the TIF Indebtedness (including interest) to be paid from respective TIF Revenues allocated for each respective TIF Project Area and shall not constitute a general obligation or debt of the City or Authority.

Section 3.03A Pledge of TIF Revenues.

Under the terms of the Resolution, the Authority pledges 100% of the available annual TIF Revenues from the each of the TIF Project Areas to the bond fund opposite of the project area designation, to wit:

TIF Project Area 1	202__	A TIF Project Area 1 Bond Fund
TIF Project Area 2	202__	B TIF Project Area 2 Bond Fund
TIF Project Area 3	202__	C TIF Project Area 3 Bond Fund
TIF Project Area 4	202__	D TIF Project Area 4 Bond Fund
TIF Project Area 5	202__	E TIF Project Area 5 Bond Fund

TIF Project Area 6 202__ F TIF Project Area 6 Bond Fund

Said pledge of TIF Revenues is made as security for and to provide payment of the respective TIF Indebtedness as the same fall due (including payment of any mandatory redemption amounts set for such TIF Indebtedness in accordance with the terms of the Resolution).

Section 3.04A Purchase and Pledge of TIF Indebtedness/Grant of Net Proceeds of TIF Indebtedness.

The Redeveloper agrees to purchase and fund each series of the TIF Indebtedness from the Authority for a price equal to the principal amount thereof, payable as provided in Section 3.02A and this Section 3.04A. The Redevelopment Plan provides for the Redeveloper to receive a grant under this Redevelopment Contract. In accordance with the terms of the Redevelopment Plan the Redeveloper shall receive a grant within 30 days of receipt, sufficient to pay the costs for reimbursement of eligible and lawful TIF Project Costs as set forth on Exhibit G. The aggregate maximum amount of all TIF Indebtedness and the Authority's pledge and grant shall not exceed \$26,257,076.00. Notwithstanding the foregoing, the aggregate amount of the TIF Indebtedness and pledge and grant shall not exceed the amount of TIF Project Costs as certified pursuant to Section 3.02C of this Redevelopment Contract. The Authority shall have no obligation to pledge and provide grant funds from any source other than as set forth in the Resolution and this Redevelopment Contract.

Section 3.05A Creation of Funds.

In the Resolution, the Authority has provided for the creation of the following funds and accounts which funds shall be held by the Authority separate and apart from all other funds and moneys of the Authority and the City:

TIF Project Area 1	202__ A TIF Project Area 1 Bond Fund
TIF Project Area 2	202__ B TIF Project Area 2 Bond Fund
TIF Project Area 3	202__ C TIF Project Area 3 Bond Fund
TIF Project Area 4	202__ D TIF Project Area 4 Bond Fund
TIF Project Area 5	202__ E TIF Project Area 5 Bond Fund
TIF Project Area 6	202__ F TIF Project Area 6 Bond Fund

Section 3.06 A City General Fund Grant Reimbursement.

(a) City agrees to timely provide the Authority the sum of up to \$5,500,000, pursuant to Section 18-2138 and Section 18-2140 of the Act for purposes of assisting in the implementation of the Redevelopment Plan and as reimbursement in the design, construction and implementation of the eligible Public Improvements identified in paragraph 3.06A (e) below. The Authority shall grant those funds to the Redeveloper or its lender if an assignment of said funds has been received by the City for reimbursement of eligible costs paid by the Redeveloper but only for those Public Improvements identified in paragraph 3.06A (e) below.

(b) Redeveloper shall provide City and Authority a detailed budget with expenditure categories for all reimbursable Public Costs identified in paragraph 3.06A prior to undertaking the construction of such improvements.

(c) Prior to Redeveloper constructing public access roadways, sewer main extensions, water main extensions, electrical infrastructure or installation, modification or relocation of storm water detention cells, and other Public Improvements located within public rights-of-way or public easements, Redeveloper shall submit to the City Engineer engineering plans and specifications for such improvements. All such design and construction shall be to City standards (Grand Island Public Works General Plans and Specifications). The City Engineer must provide written approval of all final design plans, construction documents and final building materials prior to start of construction or purchase of materials.

(d) Said funds shall be set aside in an interest-bearing account, separate from other funds of the City. The interest earned on such account shall be entirely for the benefit of the City. Redeveloper shall submit invoices and proof of payment to the Authority for items to be reimbursed from said account. The Hall County Regional Planning Director shall approve or deny a request for reimbursement within fourteen (14) days of Redeveloper's submittal of invoices and proof of payment. Upon the Planning Director's approval, the invoices shall be submitted to the City Administrator for further approval or denial within fourteen (14) days Planning Director's submittal. Thereafter, the City shall , within ten (10) days of approval by the City Administrator, forward funds to the Authority. The Authority shall, within ten (10) days of receipt of funds after its next regular meeting, transfer such funds thereafter to the Redeveloper or its lender if an assignment of said funds has been received by the Authority after its next regular meeting.

(e) Reimbursement requests shall be submitted no more than one time per calendar month and shall be paid by the Authority within sixty (60) days of receipt. The request shall be signed by the manager of the Redeveloper or its designated party, for the following public infrastructure improvements in the Community Redevelopment Area as generally shown on Exhibit H, to wit:

- 1) Replacement, relocation or abandonment of the City's sanitary sewer collection system, manholes and surface repair and acquisition, construction and installation of other necessary improvements and betterments to the City's sanitary sewer system and facilities.
- 2) Replacement, relocation or abandonment of the City's storm sewer collection system, manholes and surface repair and acquisition, construction and installation of other necessary improvements and betterments to the City's storm system and facilities.
- 3) Replacement, relocation or abandonment of the City's drinking water main distribution pipes, valves, vaults and surface repair and acquisition, construction and installation of other necessary improvements and betterments to the City's drinking water system and facilities.
- 4) Construction of 16th Street and Overland Street public easement area (Outlot A as shown on Exhibit K) to City street construction standards as approved by City Engineer.

- 5) Replacement and relocation (excavating new and filling existing cells) of City's existing stormwater detention capacity, inclusive of stormwater piping connecting the replacement detention cell facilities and not private piping.
- 6) Easement acquisition costs for Outlot A shown on Exhibit K and all public easement and stormwater detention facilities shown on said Exhibit K.
- 7) Installation of electrical main conduit and transformer pads.
- 8) Sidewalk improvements.
- 9) Engineering fees for items 1 through 8 above on a pro rata basis for design and engineering.

PROVIDED, HOWEVER, IN ALL EVENTS THE TOTAL REIMBURSEMENT HEREUNDER SHALL NOT EXCEED \$5,500,000.00. The amount of costs on paragraph 3.06A(e) may shift between categories. The parties agree that any pledge and grant paid pursuant to this paragraph 3.06A to the Redeveloper as reimbursement for the cost of the public infrastructure improvements are for the benefit of the City and the public and are granted pursuant to the contract provisions described herein and that such grant funds are not under the dominion and control of the Redeveloper and should not be construed as income to the Redeveloper under Internal Revenue Code Section 61 (I.R.C. § 61).

Any amounts paid for the professional fees, design fees attributable to the above list of improvements shall qualify as reimbursable costs.

The amounts set forth above are reasonable best estimates at the time and it is agreed to and understood that such estimates are subject to change as part of the specific site plans, design specifications, locations, City approvals and public regulations. The reimbursable amounts may be applied or reallocated to any one or all of the stated line items above, irrespective of the costs set forth above, up to the total maximum reimbursable amount of \$5,500,000.

(f) No disbursement requests shall be made later than January 1, 2029. Any funds remaining in the account described in paragraph 3.06A (d) after said date shall revert to the City free and clear of any obligation to the Authority, the Redeveloper or its lender.

Section 3.07A Grow Grand Island Fund Grant.

To the extent that the City or Authority receives "Grow Grand Island Funds" designated for the Redevelopment Project the City and Authority agree to pay such funds to the Redeveloper pursuant to the instructions of the Grow Grand Island governing committee.

Section 3.08A Authority General Fund Grant.

So long as Redeveloper is not in default under this Redevelopment Contract, the Authority shall grant to the Redeveloper, or its lender if an assignment of said funds has been received by the Authority, the sum of \$200,000.00 on the 1st day of November, 2023, and a like

sum on the same day of each succeeding year for a total of twenty payments, subject to the Authority receiving annual City budget approval for said payment. Said payments shall be an aid or reimbursement in the design, construction and implementation of the Redevelopment Project. In the event, for any year the City does not provide such budget approval, then and in that event, City shall make such timely payments on the dates listed above to the Redeveloper in lieu of the same being made by the Authority. Said funds shall be utilized for reimbursement of eligible expenditures as certified by the Redeveloper pursuant to Section 4.05. PROVIDED, HOWEVER, IN ALL EVENTS, funds designated in this paragraph shall cease and terminate if Redeveloper has not completed construction of TIF Project Area 1 (Northern Mall), TIF Project Area 2 (Anchor Tract), and TIF Project Area 4 (Multi-Family Apartments), on or before December 31, 2030. For clarity, Redeveloper shall receive a total of 8 payments of \$200,000 prior to termination of payments for non-completion of building requirements described herein.

B. OBLIGATIONS OF REDEVELOPER

Section 3.09A Construction of TIF Project and EEA Project. Redeveloper shall:

- (a) Purchase the fee title to the Redevelopment Project Area and replat the same, substantially in the form attached as Exhibit K.
- (b) Demolish certain structures on the Redevelopment Project Area and prepare the same for redevelopment pursuant to the Redevelopment Plan.
- (c) Provide engineered drawings and plans for: (1) dedication of public easement areas; (2) installation of a public access road on Outlot A as shown on Exhibit K; (3) extension of public sanitary sewer mains; (4) potable water mains; (5) electrical infrastructure; (6) storm water detention cells reshaping and relocation; and (7) public sidewalks.
- (d) After approval of the City Engineer of engineered drawings and plans and materials, provide and pay for: (1) the timely installation of the extension of sanitary sewer mains, potable water mains, electrical infrastructure, storm water detention cells and public sidewalks and (2) "As built" set of plans and specifications including required test results bearing the seal and signature of a registered professional engineer shall be filed with the City's Engineer by Redeveloper prior to acceptance of such improvements by the City.
- (e) Upon written request by the City execute and deliver a warranty deed of conveyance to City for Outlot A and conveyance of all public easement and stormwater detention facilities shown on Exhibit K at no additional costs. The City hereby approves said transfer of Outlot A and easements to the City. Neither the Redeveloper nor any successor in interest shall encumber said Outlot A. The obligation to convey Outlot A and the easements shall expire on December 31, 2053.
- (f) Construct or provide for the construction of all Private Improvements (described in the Redevelopment Plan) and Public Improvements in compliance with all applicable local, state, and federal building and construction laws and codes. Redeveloper and any subsequent purchaser of real estate in the Redevelopment Project Area is required hereby to secure and maintain all permits and licenses necessary for its use of the Redevelopment Project including, but not limited to, necessary building permits and inspections.
- (g) Nothing prevents Buyer from contesting the validity of any claim or lien

in any manner it chooses so long as such contest is pursued with reasonable diligence and provided that a sufficient bond or security is posted with the Clerk of the district court pursuant to Neb. Rev. Stat. § 52-142 to avoid or prevent foreclosure of such encumbrance or lien.

(h) Nothing prevents Buyer from contesting the validity of any claim or lien in any manner it chooses so long as such contest is pursued with reasonable diligence and provided that a sufficient bond or security is posted with the Clerk of the district court pursuant to Neb. Rev. Stat. § 52-142 to avoid or prevent foreclosure of such encumbrance or lien.

(i) Until construction of the Redevelopment Project has been completed, make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper with respect to construction of the Project. Such reports shall include actual expenditures incurred as described on Exhibit E. Require any general contractor chosen by the Redeveloper or any purchaser of a portion of the Community Redevelopment Area, to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations. The City, the Authority and the Redeveloper shall be named as additional insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof, excluding the value of the land. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor with respect to any specific contract or the Redeveloper shall also carry insurance on all stored materials. The contractor or the Redeveloper, as the case may be, shall furnish the Authority and the City with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of the policies. In the event any company, whose stock is publicly traded, acquires an interest in Lot 3 shown on Exhibit K may self-insure and, in that event, such insurance coverage and requirements shall not be required.

(j) The Redeveloper agrees that Redeveloper, any purchasers of any interest in the Redevelopment Project Area (with the exception of the purchaser of Lot 3 shown on Exhibit K or its contractors) and any contractor for the improvements to be reimbursed as a part of the improvements described in paragraph 3.09A(c) for the Community Redevelopment Area shall be required to agree to use a federal immigration verification system (as defined in §4-114, R.S. Supp. 2012) to determine the work eligibility status of new employees physically performing services on the Redevelopment Project and to comply with all applicable requirements of §4-114, R.S. Supp. 2012.

(k) Retain copies of all supporting documents that are associated with the Redevelopment Plan or the construction of the Redevelopment Project and that are received or generated by the Redeveloper for three years following the end of the last fiscal year in which ad valorem taxes are divided and provide such copies to the City as needed to comply with the City's retention requirements under section 18-2117.04 of the Act. For purposes of this subsection, supporting document includes any cost-benefit analysis conducted pursuant to section 18-2113 of the Act and any invoice, receipt, claim, or contract received or generated by the Redeveloper that provides support for receipts or

payments associated with the division of taxes. This paragraph shall be binding on all purchasers of any Lot in the Redevelopment Project Area.

Section 3.10A No Discrimination.

So long as the TIF Indebtedness or Enhanced Employment Act Indebtedness are outstanding neither the Redeveloper nor any purchaser of an interest in the Redevelopment Project Area shall discriminate against any person or group of persons on account of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Redevelopment Project. Redeveloper, its successors and transferees, agree that during the construction of the Redevelopment Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance, and further agrees to require that its contractor and subcontractors shall agree to conform to said requirements. Redeveloper will comply with all applicable federal, state and local laws related to the Redevelopment Project. For purposes of this paragraph, discrimination shall mean discrimination as defined by the laws of the United States and the State of Nebraska.

Section 3.11A. Cost Certification.

Redeveloper shall submit to the Authority from time to time a TIF Project Cost Certification certifying that a portion of the TIF Project or Redevelopment Improvement has been substantially completed and certifying the actual costs incurred by the Redeveloper in the completion of such portion of the TIF Project or Redevelopment Improvement. The Cost Certification shall be organized in categories set forth on Exhibit G and shall include copies of invoices and cancelled checks showing payment of the same. The parties agree that redevelopment expenditures will involve multiple TIF Project Areas from time to time. To the extent possible Redeveloper will certify eligible costs incurred in each TIF Project Area. Cost certification shall not be required for construction on Lots conveyed to other parties, provided that, the Redeveloper shall still be entitled to receive TIF Revenues from said Lots.

Section 3.12A. Termination.

Notwithstanding any contrary provision, the TIF Revenues shall cease upon expiration of the applicable TIF Period or full repayment of the TIF Indebtedness, whichever period of time is shorter. The provisions of Article III of this Redevelopment Contract shall terminate for the respective TIF Project Area upon expiration of the TIF Period or full repayment of the TIF Indebtedness, whichever period of time is shorter.

ARTICLE IV

THE PARTIES OBLIGATIONS RELATING TO OCCUPATION TAX REVENUE BONDS

Section 4.01 Enhanced Employment Area.

The Authority hereby designates the Enhanced Employment Area as shown and legally described on Exhibit C-1. The Enhanced Employment Area is eligible for the imposition of an occupation tax pursuant to the Enhanced Employment Act. New investment within the Enhanced Employment Area will result in at least fifteen (15) new employees and new investment of at least one million dollars (\$1,000,000.00), pursuant to Section 18-2116 of the Nebraska Revised Statutes (Note: Hall County 2020 Census shows a population of 53,534). The Enhanced Employment Area does not exceed six hundred acres in size.

Section 4.02 Occupation Tax.

The City agrees to levy a general business occupation tax upon all businesses within the Enhanced Employment Area for the purpose of paying the principal and interest of each series of Enhanced Employment Act Indebtedness. Such occupation tax shall be established by the Occupation Tax Ordinance, which shall be implemented for the Enhanced Employment Area and shall remain effective for a period of 360 months, or such shorter time as is required to fully pay the principal and interest on the Enhanced Employment Act Indebtedness for the Enhanced Employment Area. The Occupation Tax Ordinance shall provide that the effective date shall commence the first day of the month that is after sixty days of the Start Date (the “**Occupation Tax Date**”) with the Authority for the Enhanced Employment Area. Beginning on the Occupation Tax Date of the Enhanced Employment Area, and in each calendar month thereafter, the occupation tax is imposed upon each and every person operating a business within the Enhanced Employment Area. The amount of such tax shall be one- and one-half percent (1.50%) of all transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue Act for each calendar month derived from the businesses subject to this tax as more particularly described in the Occupation Tax Ordinance, except that no Occupation Tax shall be imposed on any transaction which is subject to tax under Nebraska Revised Statutes sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602, or 77-4008 or which is exempt from tax under section 77-2704.24. The Occupation Tax Ordinance shall provide that failure to pay the occupation tax shall constitute a violation of the Ordinance and subject the violator to a fine or other punishment as provided by the Ordinance.

Within the Enhanced Employment Area created by this Redevelopment Contract, any business that has one hundred thirty-five thousand square feet or more and annual gross sales of ten million dollars or more shall provide an employer-provided health benefit of at least three thousand dollars annually to all new employees who are working thirty hours per week or more on average and have been employed at least six months. In making such determination, the Governing Body may rely upon written undertakings provided by any owner of property within such area.

Section 4.03 Issuance of Enhanced Employment Act Indebtedness.

After the execution of this Redevelopment Contract, the adoption of the Bond Resolution, and the date the Occupation Tax Ordinance has been lawfully adopted, the Authority shall issue its Enhanced Employment Act Indebtedness in substantially the form shown on the attached Exhibit C-2 (“**Occupation Tax Revenue Bond**”) and for a term that is not to exceed 360

months, that is payable during the Enhanced Employment Act Period for the Enhanced Employment Area. Each series of Enhanced Employment Act Indebtedness shall be purchased and funded by the Redeveloper. The Authority hereby pledges and grants to the Redeveloper, or its lender if an assignment of said funds has been received by the Authority, the amount of each such Series of the Enhanced Employment Act Indebtedness as an offset against the purchase price thereof. The Enhanced Employment Act Indebtedness shall specifically provide that any shortfall in anticipated Enhanced Employment Act Tax Revenues from the businesses within the Enhanced Employment Area for any reason whatsoever, specifically including a decline in taxable receipts within the Enhanced Employment Area or termination of the Enhanced Employment Act Period, shall be borne entirely by the Redeveloper without recourse of any kind against the City or Authority. The City Administrator on behalf of the City and Authority shall have the authority to determine all the other necessary and reasonable details and mechanics of the Enhanced Employment Act Enhanced Employment Act Indebtedness, Enhanced Employment Act Tax Revenues, City Enhanced Employment Act Project Accounts and the pledges and grants of funds for the eligible Enhanced Employment Act Costs. Upon the expiration of the said 360 months, any outstanding balance of principal or interest of the Enhanced Employment Act Indebtedness shall be forfeited and forgiven.

Section 4.04 Enhanced Employment Act Tax Revenues.

The City will impose this occupation tax authorized by the Enhanced Employment Act to generate the Enhanced Employment Act Tax Revenues to be derived from the occupation taxes of the businesses located within the Enhanced Employment Area as determined in the manner provided for in the Community Development Law. The City and Authority shall work with the Nebraska Department of Revenue, if necessary, to facilitate the operation of the occupation tax and to secure the Redeveloper receipt of the Enhanced Employment Act Tax Revenues from such occupation tax. All Occupation Tax Revenues, less 0.5% administrative fees retained by the City, shall be paid to the Authority and shall be used by the Authority to pay the principal and interest on the Enhanced Employment Act Indebtedness.

Section 4.05 EEA Cost Certification.

Redeveloper (and any third party that receives title to a Lot from the Redeveloper) shall submit to the Authority from time to time an EEA Project Cost Certification for any requested reimbursement certifying that a portion of the Enhanced Employment or Redevelopment Improvement has been substantially completed and certifying the actual costs incurred by the Redeveloper in the completion of such portion(s) of the Enhanced Employment Area or Redevelopment Improvement of invoices and cancelled checks showing payment of the same. The parties agree that redevelopment expenditures will involve the Enhanced Employment Area from time to time.

Section 4.06 Debt Service for Enhanced Employment Act Indebtedness.

The Authority shall, to the extent allowed by law, and then only to the extent funds are lawfully available from Enhanced Employment Act Tax Revenues generated for the Enhanced Employment Area, pay the debt service on the Enhanced Employment Act Indebtedness for the Enhanced Employment Area, with interest at a rate per annum not to exceed six and one-half

percent (6.5%). Any debt service on the Enhanced Employment Act Indebtedness (including interest) to be paid from respective Enhanced Employment Act Tax Revenues allocated for the Enhanced Employment Area and shall not constitute a general obligation or debt of the City or Authority. Any such occupation tax shall remain in effect during the applicable Enhanced Employment Act Period.

Section 4.07 Deficiency in Enhanced Employment Act Tax Revenues.

Any shortfall in anticipated Enhanced Employment Act Tax Revenues for any reason whatsoever, specifically including a decline in occupation taxable receipts within the Enhanced Employment Area shall be borne entirely by the Redeveloper without recourse of any kind against the City and/or Authority. In the event the Enhanced Employment Act Indebtedness for the Enhanced Employment Area are not retired in full at the end of the Enhanced Employment Act Period, any remaining Enhanced Employment Act Indebtedness shall be forgiven. In the event that any deficiency payments made by the Redeveloper as required by this subsection or any interest that has accrued thereon have not been repaid at the end of the Enhanced Employment Act Period, Redeveloper agrees that neither the City nor Authority shall be liable for payment of said shortfall or deficiency amounts. The Redeveloper, at its expense, shall assume said shortfall or deficiency, but the Redeveloper shall not be liable to the Authority or City for such shortfall or deficiency.

Section 4.08 Duty to Maintain.

During the Enhanced Employment Act Period, Redeveloper (or a duly created Shopping Center Association), at its cost, subject to reimbursement for Enhanced Employment Act Project Costs from any available Enhanced Employment Act Proceeds as described herein, shall, following construction of the Enhanced Employment Act Projects use its reasonable efforts to (a) maintain the same in good order and condition and state of repair in accordance with the best prevailing standards from time to time for retail developments and improvements of similar size, kind and quality in Grand Island, Nebraska, and (b) maintain the related grounds in a safe and sanitary condition including, but not limited to, sweeping and removal of trash, litter and refuse, repair and replacement of paving as reasonably necessary, maintenance of landscaped areas (including replacement and replanting), removal of snow and ice from sidewalks, driveways, parking areas, and private roadways, in order to keep the same free from dilapidation or deterioration and free from conditions which endanger life or property by fire or other causes. In addition, the Redeveloper's (or a duly created Shopping Center Association's) duty to maintain the Enhanced Employment Act Project with the Enhanced Employment Area during the Enhanced Employment Act Period shall include the following:

(a) The standard of maintenance for the Enhanced Employment Area shall be comparable to the standards of maintenance, repair and replacement followed in other good quality retail developments in Grand Island, Nebraska.

(b) Maintaining, repairing and replacing all paved surfaces of the Enhanced Employment Area in a reasonably smooth and evenly covered condition, which maintenance work shall include, without limitation, cleaning, sweeping, restriping, repairing and resurfacing any paved surfaces as reasonably necessary.

- (c) Removing of all filth, paper and refuse to the extent necessary to keep the Enhanced Employment Area in a clean and orderly condition.
- (d) Placing, keeping in repair and replacing when reasonably necessary any appropriate directional signs, markers and lines.
- (e) Keeping in repair and replacing when reasonably necessary such lighting facilities as may be installed on the Enhanced Employment Area.
- (f) Maintaining all finished landscaped areas, repairing irrigation systems and water lines, and replacing shrubs and other finished landscaping as reasonably necessary; provided, however, that nothing in this Redevelopment Contract shall obligate the Redeveloper (or a duly created Shopping Center Association) to landscape any portion of an unimproved real estate prior to the date it is improved.
- (g) Cleaning, maintaining and repairing of all sidewalks.
- (h) Maintaining in good and safe condition and state of repair any building exterior improvements located thereon.

Section 4.09 Reimbursement of Grants.

In the event Redeveloper fails to maintain the Redeveloper's Enhanced Employment Act Project as provided in Section 4.08 above, and the Redeveloper fails to cure such breach within thirty (30) days after receiving written notice specifying the manner in which the Redeveloper has breached this Redevelopment Contract from the Authority, or such longer period if such deficiency cannot reasonably be cured within such thirty (30) day period, then such duty to maintain shall be considered a violation of the City of Grand Island Property Maintenance Code, and the City and/or Authority shall have the right to enforce Redeveloper's duty to maintain as provided in the City of Grand Island Code, or by any other means provided by law.

Section 4.10 Agreement to Pay Taxes.

Redeveloper agrees to use commercially reasonable efforts to require its tenants located within the Enhanced Employment Area to pay all occupation taxes levied upon the Enhanced Employment Area and improvements thereon prior to the time the taxes become delinquent. Redeveloper shall include this requirement in all tenant leases of space located within the Enhanced Employment Area. This contractual obligation to pay such occupation taxes prior to delinquency shall cease upon expiration of the Enhanced Employment Act Period or so long as the Occupation Tax Revenue Bond remains outstanding whichever period of time is shorter.

Section 4.11 City and Authority Not Liable for Deficiency.

Any debt service on the Enhanced Employment Act Indebtedness (including interest) to be paid from Enhanced Employment Act Tax Revenues shall not constitute a general obligation or debt of the City or Authority. Neither the City nor Authority shall be liable for any deficiency or shortfall in the anticipated collection of the occupation tax revenue collected in the Enhanced Employment Area. The Redeveloper, at its expense, shall assume said shortfall or deficiency, but the Redeveloper shall not be liable to the Authority or City for such shortfall or deficiency.

Section 4.12 Insurance Damage or Destruction of the Enhanced Employment Act Project.

During the Enhanced Employment Act Period, Redeveloper shall include by restrictive covenant an enforceable obligation on the Redeveloper or other owner or tenant in possession to maintain property insurance on an extended coverage all-risk basis in an amount not less than the replacement value of the Enhanced Employment Act Project, less the value of the land, allowing for reasonable coinsurance clauses and deductibles and also subject to the Redeveloper or other owner or tenant's obligation to restore the Enhanced Employment Act Project to its prior condition within fifteen (15) months from the date of the damage or destruction, diligently pursuing the same to completion. In the event any company, whose stock is publicly traded, acquires an interest in Lot 3 shown on Exhibit K may self-insure and, in that event, such insurance coverage and requirements shall not be required.

Section 4.13 Termination.

Notwithstanding any contrary provision, the occupation tax upon the businesses within the Enhanced Employment Area shall cease upon expiration of the applicable Enhanced Employment Act Period or full repayment of the Enhanced Employment Act Indebtedness, whichever period of time is shorter. The provisions of Section 4.1 through 4.12 of this Redevelopment Contract shall terminate for the Enhanced Employment Area upon expiration of the Enhanced Employment Act Period or full repayment of the Enhanced Employment Act Indebtedness, whichever period of time is shorter. Upon termination of the Enhanced Employment Area Designation under this provision, the City shall terminate collection of any Enhanced Employment Area Occupation Tax and further terminate and shall be relieved of any obligation to make payment under the Enhanced Employment Area Indebtedness for such terminated area.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs related to the redevelopment of the Redevelopment Project Area, the Redevelopment Project Property, and Enhanced Employment Area which are in excess of the amounts paid from the proceeds of the grants to the Redeveloper that are provided in Section 3.07A and Section 3.08A and from the grant proceeds of the TIF Indebtedness and Enhanced Employment Act Indebtedness. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Redevelopment Project.

ARTICLE VI

RELOCATION AND CONSENT

Section 6.01 Relocation.

Redeveloper, at its cost, shall be responsible to pay any required tenant relocation costs as required by any federal, state or local relocation laws, including but not limited to, the Nebraska Relocation Assistance Act (Neb. Rev. Stat. Section 76-12114 et seq.) (collectively “**Relocation Laws**”), in order to implement the Master Project within the Redevelopment Project Area and the Enhanced Employment Area. Such cost shall include but shall not be limited to legal and consultants fees and any and all damage awards.

Section 6.02 Consent.

Redeveloper hereby covenants that the owners of the Existing Red Lobster property and Existing Wells Fargo property have covenanted and consented with respect to the designation of the properties set forth in Exhibit C-1, and incorporated herein by this reference, as an enhanced employment area pursuant to Section 18-2119 of the Act and as a Redevelopment Project under the Act, and such covenant and consent shall be binding upon all future owners of the Enhanced Employment Area.

ARTICLE VII

DEFAULT, REMEDIES; INDEMNIFICATION

Section 7.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this Article VII, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. Any curing of any default or breach by a Mortgage Holder of Redeveloper shall be deemed to be a curing by Redeveloper. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations. The Redeveloper hereby acknowledges and agrees that the Authority shall have completed its required performances and satisfied all of its obligations under this Redevelopment Contract upon the issuance of the TIF Indebtedness and Enhanced Employment Act Indebtedness, the subsequent payment of grant amounts to the Redeveloper as set forth in this Redevelopment Contract, the payment of all the TIF Revenues and Enhanced Employment Act Tax Revenues described in this Redevelopment Contract and the payments under Section 3.08A.

Section 7.02 Additional Remedies of Authority.

The following Redeveloper “event of default” of (a) or (b) below shall trigger the additional remedy described in this Section:

(a) the Redeveloper, or its successor in interest, shall fail to commence the construction of the improvements included in the TIF Project Costs and/or Enhanced Employment Act Project Costs on or before December 31, 2024, or shall abandon construction work related to the aforementioned costs, once commenced, for any period of 180 days, excepting delays caused by inclement weather, or forced delay as set forth in Section 7.04; and

(b) the Redeveloper, or its successor in interest, shall fail to pay real estate taxes or assessments on the Redevelopment Project Property owned by the Redeveloper or any part thereof when due; provided that, such failure to pay real estate taxes or assessment shall not apply to Lots that the Redeveloper conveys to other parties.

The Redeveloper “event of default of (a) or (b) above shall be subject to the Redeveloper’s curative rights described in Section 7.01 above.

In the event of such Redeveloper’s failure to perform, breach or default occurs for Redeveloper “event of default of (a)” above and is not cured in the period herein provided, the parties agree that the damages caused by such “event of default” to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04A and 4.03 of this Redevelopment Contract, less any reductions in the principal amount of the TIF Indebtedness and Enhanced Employment Act Indebtedness, plus interest on such amounts as provided herein (the “**Liquidated Damages Amount (a)**”). Upon the occurrence of an event of default, the Liquidated Damages Amount (a) shall be applied as a reduction to the outstanding principal amount of the applicable indebtedness.

In the event of such Redeveloper’s failure to perform, breach or default occurs for Redeveloper “event of default of (b)” above and is not cured in the period herein provided, the parties agree that the damages caused by such “event of default” to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04A of this Redevelopment Contract, less any reductions in the principal amount of the TIF Revenues, plus interest on such amounts as provided herein (the “**Liquidated Damages Amount (b)**”). Upon the occurrence of an event of default, the Liquidated Damages Amount (b) shall be applied as a reduction to the outstanding principal amount of the TIF Indebtedness.

Payment of the Liquidated Damages Amount shall only apply to the Redeveloper and not to any other parties. Payment of the Liquidated Damages Amount not relieve Redeveloper of its obligation to pay real estate taxes, occupation taxes, or assessments with respect to the Redevelopment Project Property, the Project, and the Enhanced Employment Area.

Section 7.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment

Contract (other than those specific provisions contained in Section 7.02), the Redeveloper shall be in default. In such an instance, the Authority may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that any defaults covered by this Section shall not give rise to a right or rescission on termination of this Redevelopment Contract and shall not be covered by the Liquidated Damages Amount.

Section 7.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Project Area and Enhanced Employment Area or any part thereof for redevelopment, or the beginning and completion of construction of the TIF Project and Enhanced Employment Area Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or 9.08

, including, but not restricted to, acts of God, pandemics, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes or delays in the issuance of any necessary permits and other governmental approvals; any delay caused by any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over any portion of the Redevelopment Project Area, over the construction anticipated to occur thereon or over any uses thereof, or by delays in inspections or in issuing approvals by private parties or permits by governmental agencies, governmental requirements and/or shutdowns, or other labor disputes, damage to work in progress by reason of fire or other casualty, unavailability of labor or materials, default of general contractor or other contractors, or causes beyond the reasonable control of a party then, it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Master Project, as the case may be, shall be extended for the period of the forced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay. The provisions of this Section will not operate to excuse any party from the prompt payment of any monies required by this Redevelopment Contract.

Section 7.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VII or this Redevelopment Contract to the contrary, neither the City's or Authority's, respective elected officials, officers, directors, appointed officials, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Authority and the City under this Redevelopment Contract shall be those covenants, promises, pledges, grants, responsibilities and liabilities stated herein. The Redeveloper releases the City

and Authority from, agrees that neither the City nor Authority shall be liable for, and agrees to indemnify and hold the City and Authority harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Master Project; provided that, the Redeveloper's indemnification under this paragraph shall not apply to intentional misconduct and acts or omissions of the Authority, City or their respective elected officials, officers, directors, appointed officials, employees, agents and members of their governing bodies and further provided that, this indemnification shall only apply to the Redeveloper and not to any other parties.

Redeveloper agrees to indemnify and hold City and Authority harmless to the extent of any payments in connection with carrying out completion of the Enhanced Employment Act Project the City may make, for failure of Redeveloper to make payments of all amounts lawfully due to all persons, firms, or organizations who performed labor or furnished materials, equipment, or supplies used in construction of the Enhanced Employment Act Project; provided that, the Redeveloper's indemnification under this paragraph shall not apply to intentional misconduct and negligent acts or omissions of the Authority, City or their respective elected officials, officers, directors, appointed officials, employees, agents and members of their governing bodies and further provided that, this indemnification shall only apply to the Redeveloper and not to any other parties.

Redeveloper agrees to indemnify and hold City and Authority harmless for failure of Redeveloper to make payments of all amounts lawfully due to all persons, firms, or organizations under the Relocation Laws in connection with or implementation of the Master Project within the Redevelopment Project Area and the Enhanced Employment Area.

The Redeveloper will indemnify and hold each of the City and Authority and their respective elected officials, directors, officers, appointed officials, agents, employees and members of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense (excluding litigation expenses, attorneys' fees and expenses, or court costs), arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about that portion of the Master Project owned by the Redeveloper, during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, related to activities of the Redeveloper or its agents during the construction of the public infrastructure or public right of ways in the Master Project; provided that, the Redeveloper's indemnification under this paragraph shall not apply to intentional misconduct and negligent acts or omissions of the Authority, City or their respective elected officials, officers, directors, appointed officials, employees, agents and members of their governing bodies and further provided that, this indemnification shall only apply to the Redeveloper and not to any other parties. The City and Authority do not waive their governmental immunity by entering into this Redevelopment Contract and fully retain all immunities and defenses provided by law.

ARTICLE VIII MORTGAGE FINANCING; RIGHTS OF MORTGAGEES

Section 8.01 Mortgage Holder Obligations.

Each Mortgage Holder who obtains title to the Redevelopment Project Area or any part thereof as a result of foreclosure or other judicial proceedings or action in lieu thereof shall not be obligated by and shall be exempted from those provisions of this Redevelopment Contract which require design, construction and completion of the Redeveloper Improvements. The above exemption shall not run in favor of any purchaser at foreclosure or judicial sale other than the Mortgage Holder; nor in favor of any person who subsequently obtains title to the Redevelopment Project Area or any part thereof from the Mortgage Holder; provided, however, no person, including the Mortgage Holder may devote the Redeveloper Improvements thereon or any part thereof to any use or construct any improvements thereon other than those uses and improvements provided and permitted in accordance with this Redevelopment Contract.

Section 8.02 Copy of Notice of Default to Mortgage Holder.

Whenever the City or Authority shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper of its obligations or covenants in this Redevelopment Contract, the City or Authority shall at the same time forward a copy of such notice or demand to each Mortgage Holder of any Mortgage at the last address of such Mortgage Holder as shown in the records of the Register of Deeds of Hall County, Nebraska or as provided to the City or Authority by such Mortgage Holder.

Section 8.03 Mortgage Holder's Option to Cure Defaults.

If thirty (30) days after notice or demand with respect to any breach of default as referred to in Section 701, such breach or default remains uncured, each such Mortgage Holder shall have the right, at its option, to cure or remedy such breach or default within sixty (60) days after the notice or demand as referred to in Section 701, and to add the cost thereof to the mortgage debt and the lien of its mortgage. If the Mortgage Holder commences efforts to cure the default within such period and the default cannot, in the exercise of due diligence, be cured within such period, the holder shall have the right to diligently continue to cure the default. In the event the Mortgage Holder fails to cure, then the City or Authority shall have the remedies provided for in this Redevelopment Contract.

Section 8.04 Termination of Provisions.

The provisions of this Article VIII shall terminate upon completion of Redeveloper Improvements.

ARTICLE IX MISCELLANEOUS

Section 9.01 Notice Recording.

This Redevelopment Contract shall be recorded in the office of the Register of Deeds of Hall County, Nebraska as required by Section 18-2119 (2) of the Act immediately after the Start Date.

Section 9.02 Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

Section 9.03 Assignment or Conveyance.

That prior to the completion of the Redevelopment Improvements, this Redevelopment Contract shall not be assigned by the Redeveloper without the written consent of the Authority. Such consent shall not be unreasonably withheld, conditioned or delayed. Redeveloper may assign this Redevelopment Contract as it touches or concerns a Lot that the Redeveloper conveys to a third party; provided that, the Redeveloper shall remain responsible for its performance of the Redevelopment Contract that touches or concerns such Lot, unless the City and Authority specifically releases the Redeveloper from said performance. Redeveloper agrees that it shall not convey any Lot or any portion thereof or any structures thereon to any person or entity that would be exempt from payment of real estate taxes, and that any application for any structure, or any portion thereof, to be taxed separately from the underlying land of any Lot, shall still be subject to Section 7.01 and Section 18-2147 of the Act.

Section 9.04 Binding Effect: Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

Section 9.05 Effective Date and Implementation of Redevelopment Contract.

This Redevelopment Contract is in full force and effect from and after the date of execution hereof by both the Redeveloper and the Authority.

Section 9.06 Notices to Parties.

Notices to Parties shall be mailed by certified U. S. Mail, return receipt requested, postage prepaid, to the following addresses:

To Redeveloper:

Woodsonia Hwy 281, LLC
Attention: Manager
c/o Woodsonia Real Estate, Inc.
20010 Manderson Street, Suite 101
Elkhorn, NE 68022

With Copy to:
Kent Seacrest
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

And

To Authority and City:

Grand Island City Clerk
100 E. 1st Street
Grand Island, NE 68801

With Copy to:
Michael L. Bacon
Bacon, Vinton & Venteicher Attorneys
P.O. Box 208
Gothenburg, NE 69138

Section 9.07 Grants.

The City, Authority and Redeveloper agree that any grant paid hereunder to the Redeveloper as reimbursement for the cost of the Public Improvements are for the benefit of the City, Authority and the public and are granted pursuant to the contract provisions described herein and that such grant funds are not under the dominion and control of the Redeveloper and should not be construed as income to the Redeveloper under the Internal Revenue Code Section 61 (I.R.C. § 61). Notwithstanding any contrary provisions herein, any grant(s) described in this Redevelopment Contract will be timely made by the applicable governmental entity even if the Redevelopment Improvements are still being implemented and/or under construction.

Section 9.08 Authority's Authorized to Acquire Real Property.

This Redevelopment Contract provides for the Redeveloper's and other commercial entities' assemblage and acquisition of desirable or necessary parcels, fee titles, easements, leases, covenants and other property rights (collectively "**Real Property Interests**") in order to implement the Redevelopment Project. The Redeveloper will use its best and reasonable efforts to acquire or enter into agreements to acquire the Real Property Interests to implement the Redevelopment Project on or before or before February 1, 2023, and continues such efforts thereafter. After February 1, 2023, the Authority is authorized to assemble and acquire any remaining Real Estate Interests through voluntary negotiation in order to assist in repairs or rehabilitation of structures or improvements or to carry out plans for a program of voluntary or

compulsory repair and rehabilitation of buildings or other improvements within the Community Redevelopment Area. If voluntary agreement is not possible and, to the extent permitted by law, the Authority is authorized to use its eminent domain powers and will institute condemnation proceedings, if necessary. Redeveloper may request in writing that the Authority condemn the required Real Property Interests. In the event the request includes Real Estate Interests within the Enhanced Employment Area, then the redevelopers shall also request in writing for the Authority to terminate the designation of the real estate underlying the Real Property Interest as an Enhanced Employment Area. The Redeveloper shall additionally deliver to the Authority the sums the Authority shall, in its absolute and sole discretion, deemed necessary to prosecute and pay for such condemnation. Upon completion of the above Redeveloper's responsibilities listed above, the Authority shall use its eminent domain powers and in a timely manner institute the necessary condemnation proceedings and prosecute the same to the extent permitted by law the applicable condemnation proceeding for the requested Real Estate Interests. If the Authority elects to sell and convey of any Real Property Interests that the Authority assembled and acquired, then the Authority shall sell the acquired Real Property Interests at fair value as required by the Act. Any fair value sales proceeds will then be expended by the Authority to the extent permitted by law to either (i) fund eligible Redevelopment Project Improvements as described in this Redevelopment Contract and/or (ii) reimburse the Redeveloper for prior Redevelopment Project Improvements expenditures.

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Section 9.09 Recording.

This Redevelopment Contract shall be recorded immediately after the Start Date with the Register of Deeds of Hall County, Nebraska, against the Redevelopment Project Area, at the Redeveloper's expense.

Section 9.10 Penal Bond.

Before commencing any work, the Redeveloper shall provide a penal bond in the amount of \$10,000 with good and sufficient surety to be approved by the Authority, conditioned that the Redeveloper shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing to any contractor or his or her subcontractors (for each contract entered into by Redeveloper related to TIF Project Costs and Enhanced Employment Act Costs) with labor or materials performed or used in the prosecution of the work provided for in such contract, and will indemnify and save harmless the Authority to the extent of any payments in connection with the carrying out of such contracts which the Authority may be required to make under the law.

Section 9.11 Public Traded Company Assignment and Assumption.

Redeveloper is negotiating and intends to execute a Purchase Agreement with a publicly traded company (“PTC”) to sell Lot 3 as shown on Exhibit K. Said PTC owns and/or operates over 1,500 general merchandise stores in all fifty states and the District of Columbia which merchandise stores sells apparel and accessories, beauty and household essentials, food and beverage, hardlines, and home furnishing and/or décor. The sale of Lot 3 to PTC will allow PTC to build a Grand Island, Nebraska merchandise store greater than 135,000 square feet in size. The City and Authority hereby consents and approves of the Redeveloper selling and transferring Lot 3 to a PTC and PTC purchasing and receiving Lot 3 from the Redeveloper, subject to the terms and conditions of the Assignment and Assumption for Lot 3 as shown on Exhibit L. Redeveloper and PTC may execute and deliver the Assignment and Assumption for Lot 3 before or after the approval, execution and delivery of the Redevelopment Contract and before or after the recording of the Redevelopment Contract with the Register of Deeds Office, Hall County, Nebraska. The City and Authority agrees that the defined “**Redevelopment Contract Obligations**” defined and stated in Exhibit L are the only obligations, covenants, agreements, terms and/or conditions of the Redevelopment Contract that will be effective, enforceable and binding upon the PTC and the owner of Lot 3.

Section 9.12 Termination of the Redevelopment Contract.

Notwithstanding any contrary provision, this Redevelopment Contract shall terminate without notice upon expiration of the TIF Period and the expiration of the Enhanced Employment Act Period; provided that the Authority and City shall have the continued obligation to make the payments described in Section 3.08A.

Section 9.13 Counterparts. This Redevelopment Contract may be executed in one or more counterparts which, when assembled, shall constitute an executed original hereof.

Section 9.14 Effective Date of the Redevelopment Contract. This Redevelopment Contract shall not be effective and not be in full force and effect until the occurrence of the Start Date.

Section 9.15 Exhibits.

The following Exhibits are attached to this Redevelopment Contract and are incorporated herein by this reference:

Exhibit A – Blighted and Substandard Area and Extremely Blighted Area

Exhibit B-1 – Community Redevelopment Area and Redevelopment Project Area

Exhibit B-2 – Redevelopment Project

Exhibit C-1 – Enhanced Employment Area

Exhibit C-2 – Enhanced Employment Act Indebtedness (Occupation Tax Revenue Bond)

Exhibit D-1 – TIF Project Areas

Exhibit D-2 – TIF Indebtedness (TIF Bond)

Exhibit E – Sources and Uses of Funds

Exhibit F – Enhanced Employment Act Project Costs

Exhibit G – TIF Project Costs

Exhibit H – City General Fund Grant Map

Exhibit I – Timeline

Exhibit J – Redevelopment Contract Amendment

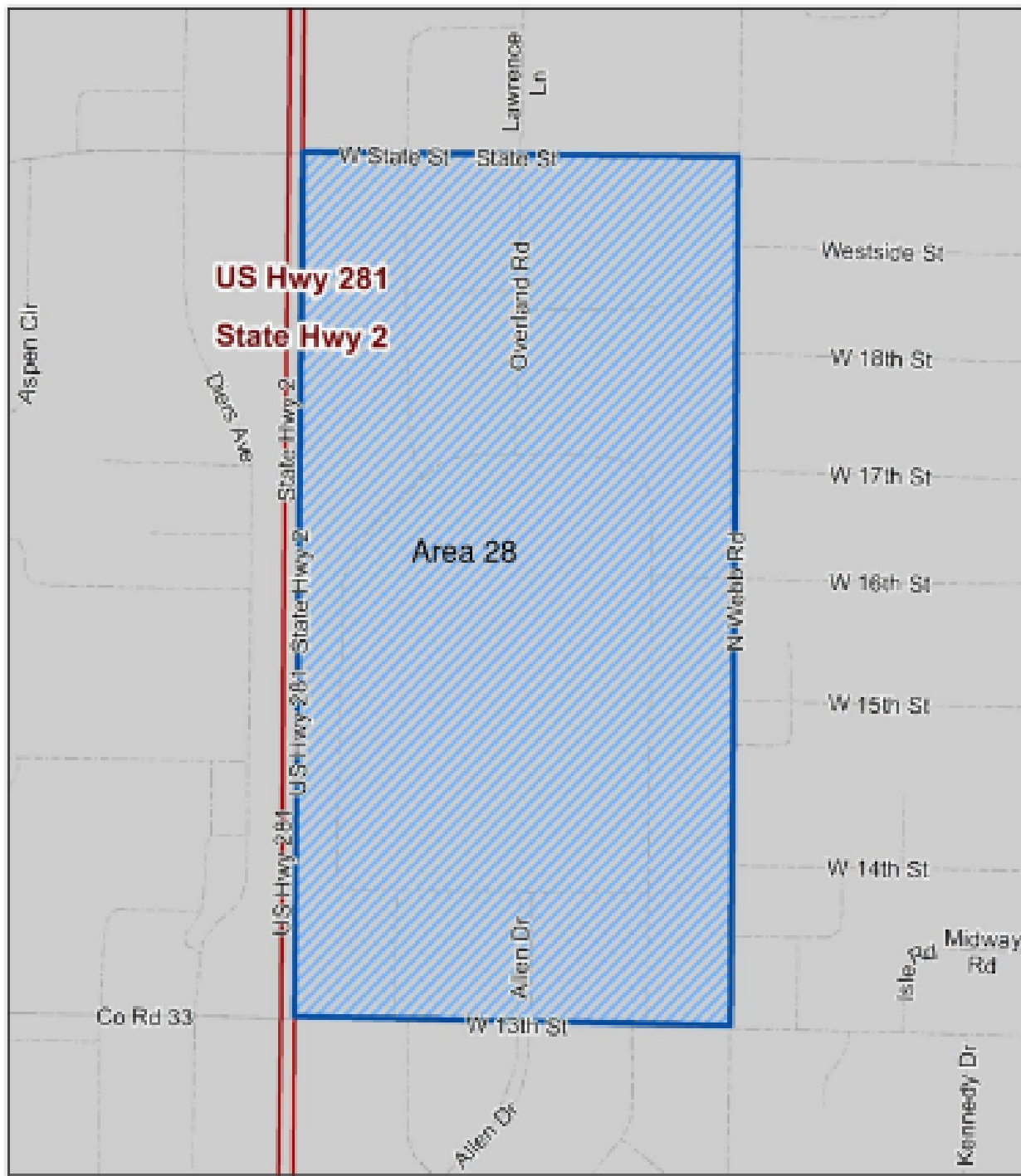
Exhibit K – Final Plat

Exhibit L – Public Traded Company Assignment and Assumption

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EXHIBIT A

BLIGHTED AND SUBSTANDARD AREA AND EXTREMELY BLIGHTED AREA

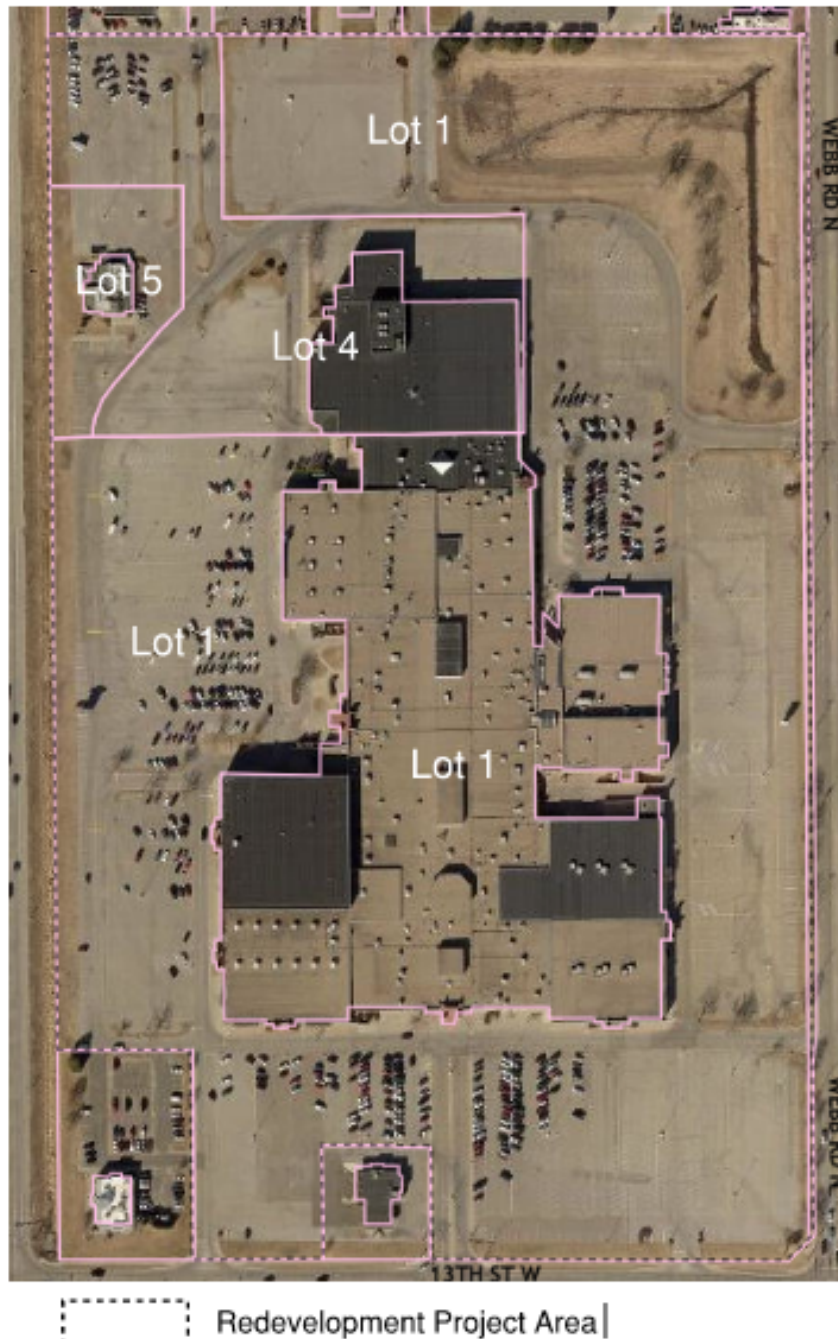


City of Grand Island: Proposed Extreme Blight Areas - Detail

EXHIBIT B-1

COMMUNITY REDEVELOPMENT AREA AND REDEVELOPMENT PROJECT AREA

Prior to the effective date of the Final Plat: The Community Redevelopment Area includes (i) Redevelopment Project Area (Lots 1, 4, 5 Conestoga Mall Eighth Subdivision, In The City Of Grand Island, Hall County, Nebraska) and (ii) all abutting public rights-of-way to the Redevelopment Project Area (U.S. Highway 281, 13th Street, and Webb Road)



COMMUNITY REDEVELOPMENT AREA AND REDEVELOPMENT PROJECT AREA

After the effective date of the Final Plat: The Community Redevelopment Area includes (i) Redevelopment Project Area (Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and Outlot A, Conestoga Mall Ninth Subdivision, In The City Of Grand Island, Hall County, Nebraska) and (ii) all abutting public rights-of-way (U.S. Highway 281, 13th Street, and Webb Road)

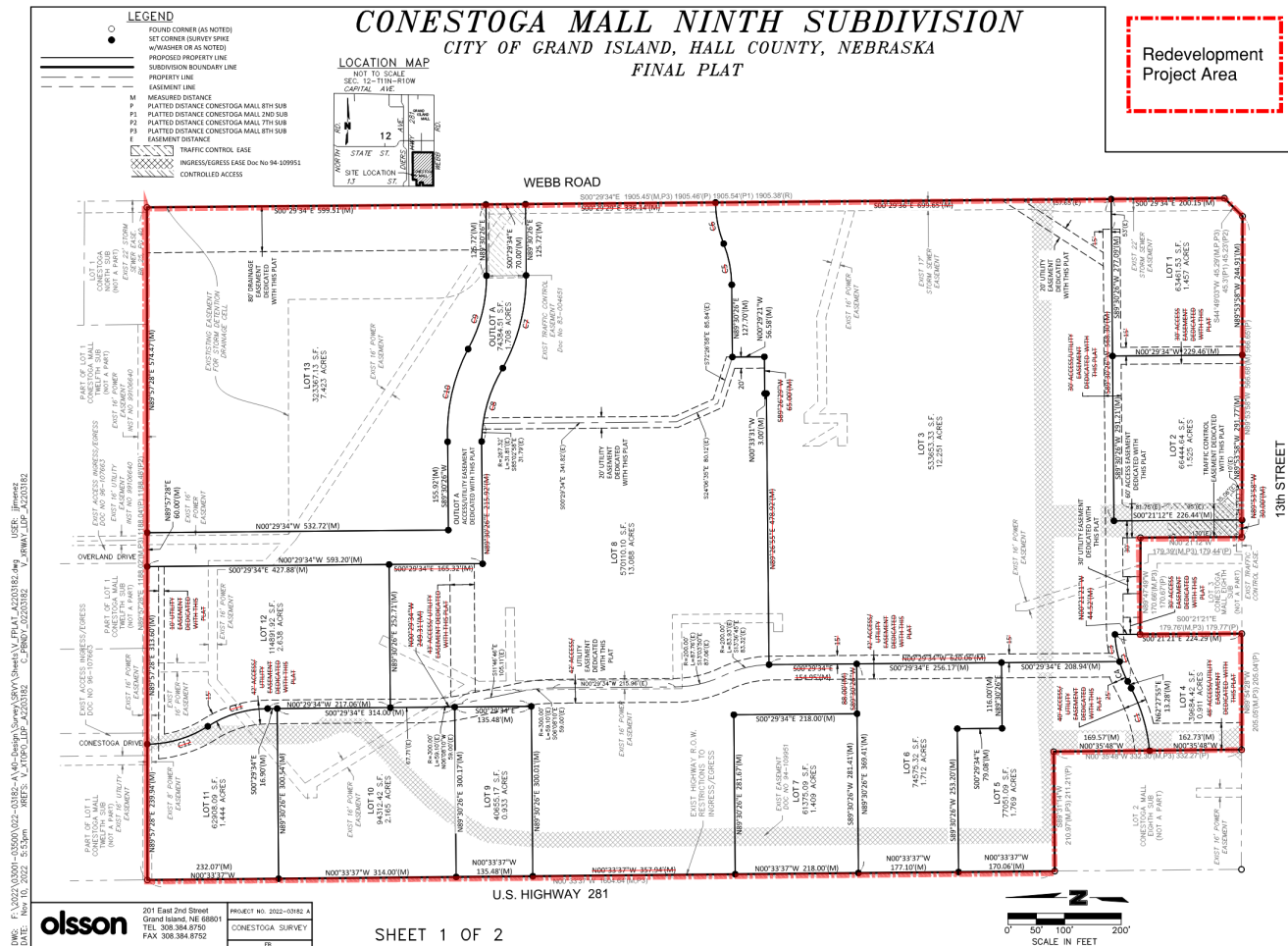


EXHIBIT B-2 **REDEVELOPMENT PROJECT**

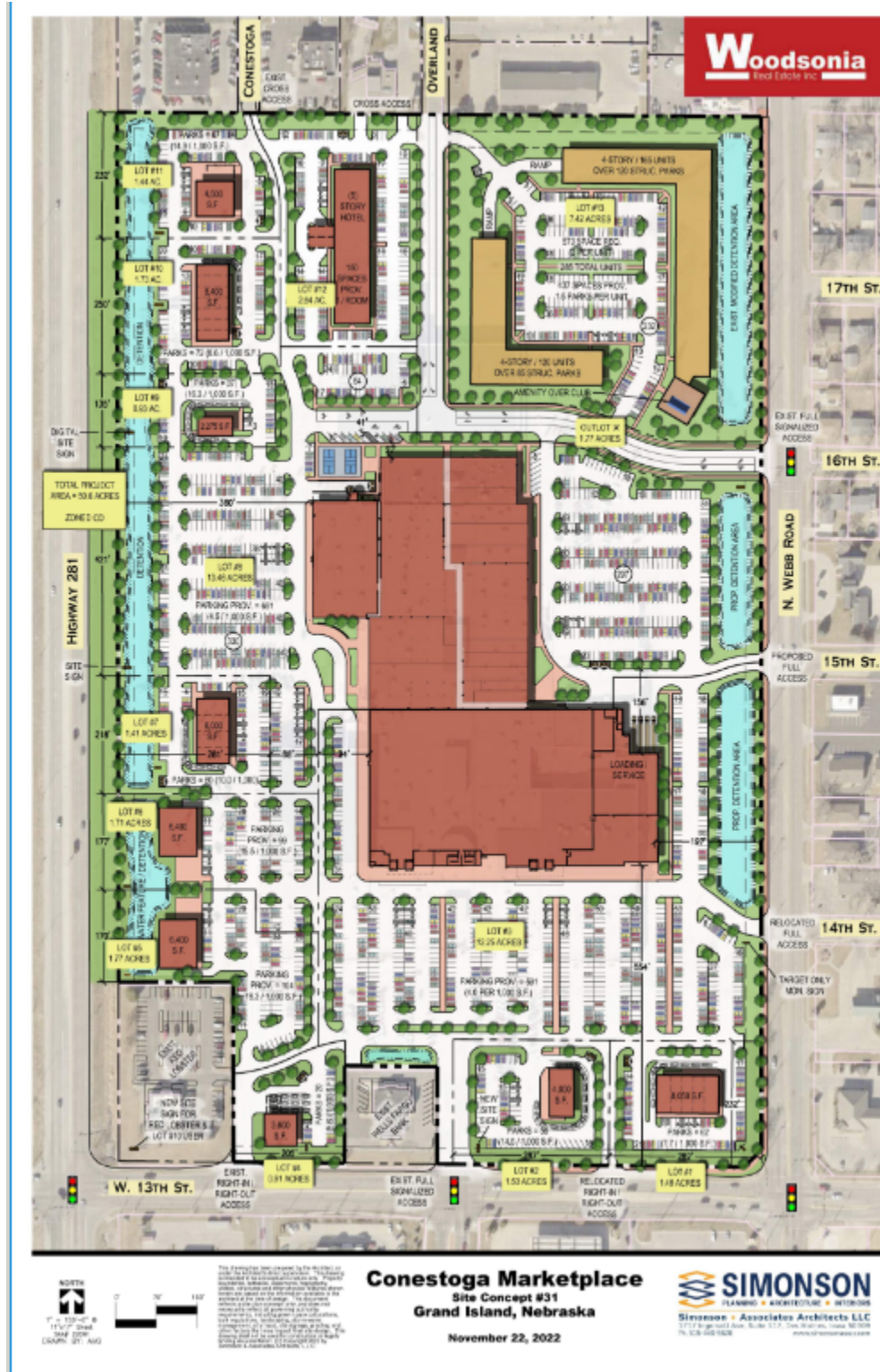


EXHIBIT C-1 **ENHANCED EMPLOYMENT AREA**

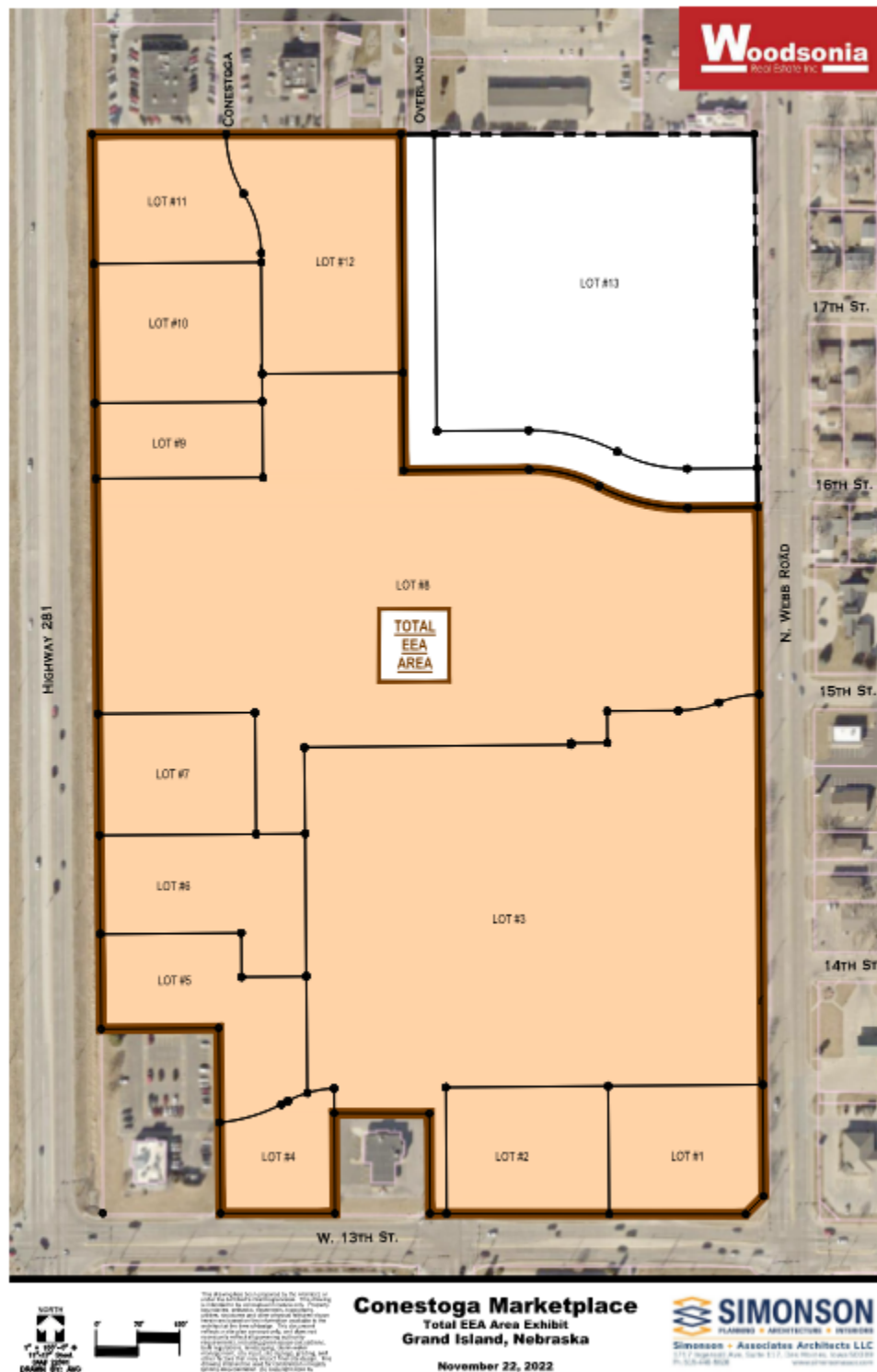


Exhibit C-2

ENHANCED EMPLOYMENT ACT INDEBTEDNESS (OCCUPATION TAX REVENUE BOND)

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND THIS BOND MAY NOT BE TRANSFERRED UNLESS THE PROPOSED ASSIGNEE 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 BOND MAY BE TRANSFERRED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN RESOLUTION NO. _____ OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA.

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF HALL**

**COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA
OCCUPATION TAX REVENUE BOND
(CONESTOGA MARKETPLACE PROJECT)
SERIES 202__ (A, B, C, D)**

Dated: _____

Principal Amount

Interest Rate Per Annum

Final Maturity Date

(Not to exceed 6.5% per annum)

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Redevelopment Authority for the City of Grand Island, Nebraska (the "**Authority**"), hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered owner designated on the reverse hereof, or registered assigns, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest on the unpaid balance from date of delivery hereof until maturity or earlier redemption at the rate per annum set forth above. Said interest shall be payable on June 1 and December 1 of each year commencing June 1, 202__.

The payment of principal and interest due upon the final maturity is payable upon presentation and surrender of this Bond to the Treasurer of the Authority, as Paying Agent and Registrar for the Authority, at the offices of the Authority, at City Hall, in Grand Island, Nebraska. The payments of

interest and of mandatory redemptions of principal on each interest payment date (other than at final payment) will be paid when due by a check or draft mailed or delivered by said Paying Agent and Registrar to the registered owner of this Bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the interest payment date occurs, to such owner's address as shown on such books and records. Any payment of interest or mandatory redemption of principal not timely paid when due shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this Bond on such special record date for payment of such defaulted interest or redemption price as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This Bond is issued by the Authority for the purpose of paying a portion of the costs of redevelopment of an Enhanced Employment Area as described in the Redevelopment Contract between the Authority, the City of Grand Island, Nebraska and Woodsonia Hwy 281, LLC, dated _____, 2022, as may be amended (the "**Redevelopment Contract**"). The Redevelopment Contract has been executed for purposes of implementation of a Redevelopment Plan recommended by the Authority and approved by the Mayor and City Council of the City of Grand Island, Nebraska, on _____2022, (the "**Plan**"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2012, as amended, and has been duly authorized by resolution passed and approved by the Chair and of Members of the Authority (the "**Resolution**"). The conditions for the issuance and purchase of this Bond are set forth in the "**Redevelopment Contract**" (as defined in the Resolution) and the terms and conditions of the Redevelopment Contract are incorporated herein by reference.

The Authority, however, reserves the right and option of prepaying principal of this Bond, in whole or in part, from any available sources at any time, at the principal amount thereof designated for redemption plus accrued interest to the date fixed for redemption of the principal amount so designated for optional redemption. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this Bond at said registered owner's address in the manner provided in the Resolution. The principal of this Bond shall be subject to mandatory optional redemptions made in part on any interest payment date from "**Available Funds**" (as defined in the Resolution) without any requirement for notice. Such optional and mandatory prepayments shall be made upon such terms and conditions as are provided for in the Resolution.

A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. THE REGISTERED OWNER OR ANY TRANSFEREE OR ASSIGNEE OF SUCH REGISTERED OWNER MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED BY THE RECORDS OF THE PAYING AGENT AND REGISTRAR IN THE MANNER PROVIDED IN THE RESOLUTION.

This Bond is a special limited obligation of the Authority payable as to principal and

interest solely from and is secured solely by the Enhanced Employment Act Revenues (as defined in the Resolution) and as authorized by the City pursuant to the adoption and implementation of Ordinance No.____ of the City of Grand Island, Nebraska, (the “**Occupation Tax Ordinance**”). The Enhanced Employment Act Revenue represents the occupation tax revenues generated and collected under the occupation tax authorized by the Resolution and the Occupation Tax Ordinance in accordance with law.

THIS BOND IS ONE OF A SERIES OF FOUR BONDS DESIGNATED AS SERIES 202__ A, SERIES 202__ B, SERIES 202__ C AND SERIES 202__ D, RESPECTIVELY, AS DESCRIBED IN THE RESOLUTION. THE TOTAL CUMULATIVE AGGREGATE AMOUNT OF ALL SERIES OF OCCUPATION TAX REVENUE BONDS ISSUED PURSUANT TO THE RESOLUTION IS \$36,762,753.00. THE SERIES 202__ A, SERIES 202__ B, SERIES 202__ C AND SERIES 202__ D OCCUPATION TAX REVENUE BONDS SHALL BE PAID EQUALLY AND RATABLY FROM THE OCCUPATION TAX REVENUES AS DEFINED IN THE RESOLUTION. THIS BOND IS ISSUED IN THE PRINCIPAL AMOUNT OF _____ DOLLARS (\$) BY THE AUTHORITY FOR THE PURPOSE OF PAYING A PORTION OF THE COSTS OF REDEVELOPMENT OF CERTAIN REAL ESTATE AS DESCRIBED IN THE REDEVELOPMENT CONTRACT ENHANCED EMPLOYMENT PROJECT AREA (ALSO DEFINED IN THE RESOLUTION).

Pursuant to the Resolution and Sections 18-2124 and 18-2142.02, R.R.S. Neb. 2012, said portion of occupation tax revenues has been pledged, equally and ratably with certain other series of Occupation Tax Revenue Bonds issued pursuant to the Resolution, for the payment of this Bond, both principal and interest as the same fall due or become subject to mandatory redemption. **This Bond shall not constitute an obligation of the Authority, the State of Nebraska or of the City of Grand Island (except for such receipts as have been pledged pursuant to said Sections 18-2124 and 18-2142.02. R.R.S. Neb. 2012) and the Occupation Tax Ordinance and neither the Authority, the State of Nebraska nor the City of Grand Island shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged as described above in this paragraph).** Neither the members of the Authority's governing body nor any person executing this Bond shall be liable personally on this Bond by reason of the issuance hereof.

This Bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this Bond for notation of transfer as provided on the reverse hereof and subject to the conditions provided for in the Resolution. The Authority, the Paying Agent and Registrar and any other person may treat the person whose name this Bond is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this Bond be overdue or not. THIS NOTE, UNDER CERTAIN TERMS SET FORTH IN THE RESOLUTION AUTHORIZING ITS ISSUANCE, MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS SET FORTH IN SAID RESOLUTION.

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 Occupation Tax Revenue Bond, and the rights, duties, immunities and obligations of the City and the Authority. By the acceptance of this Tax Increment Development Revenue Bond, the Registered Owner assents to all of the provisions of the Resolution.

If the day for payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Grand Island, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note, did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said Authority, including this Bond, does not exceed any limitation imposed by law.

IN WITNESS WHEREOF, the Chair and Members of the Authority have caused this Bond to be executed on behalf of the Authority by being signed by the Chair and City Clerk, all as of the Dated Date shown above.

Dated this _____ day of _____, 202__.

COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA

ATTEST:

By: _____ (Sample – Do Not Sign)
Chairman

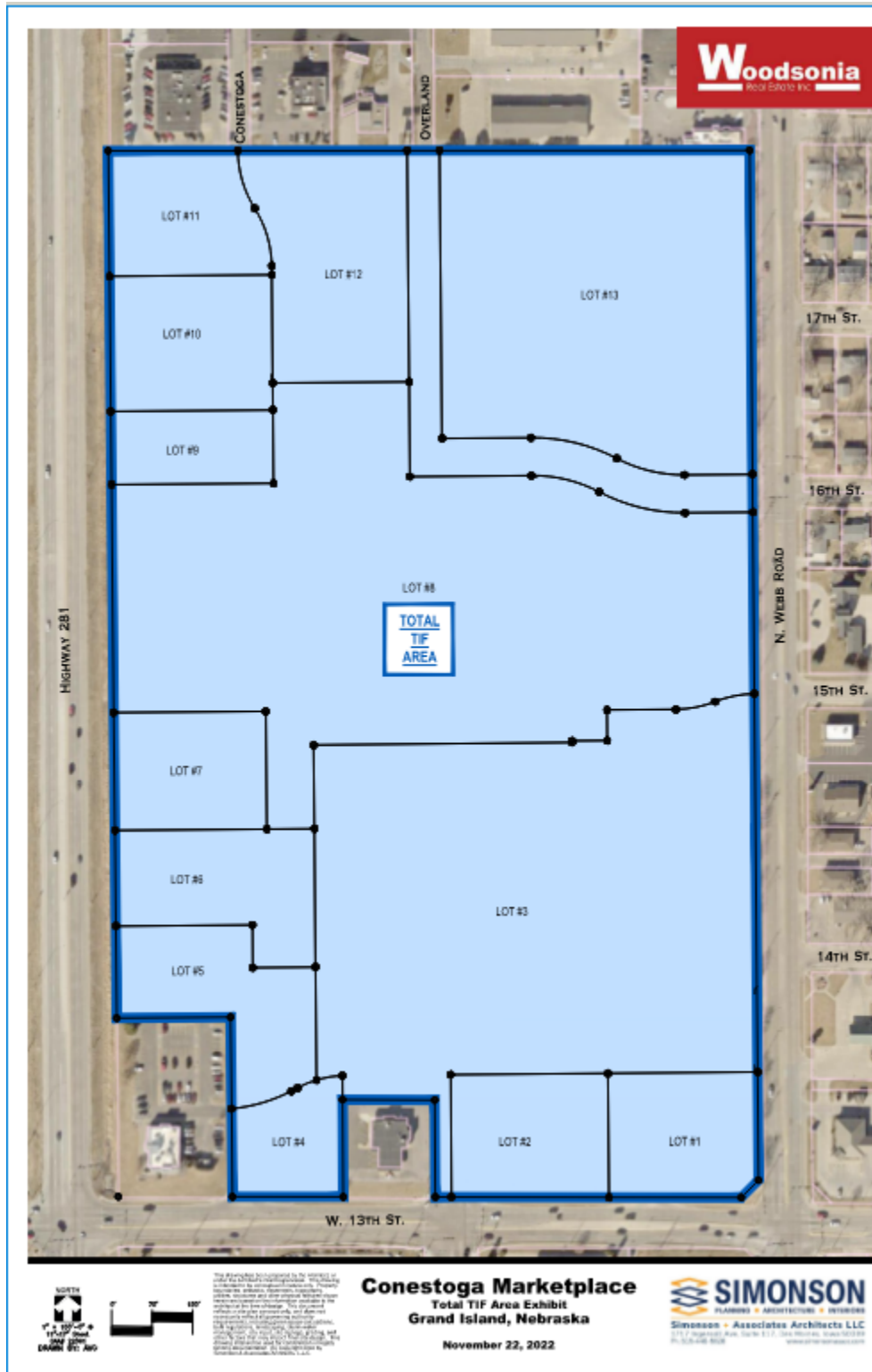
(Sample – Do Not Sign)
Secretary

PROVISION FOR REGISTRATION

The ownership of this Bond shall be registered as to both principal and interest on the books and records of the Community Redevelopment Authority for the City of Grand Island, Nebraska kept by the Paying Agent and Registrar identified in the foregoing Note, who shall make notation of such registration in the registration blank below, and the transfer of this Bond may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar.

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar
_____, 20__	Woodsonia HWY 281, LLC.	(Sample – Do Not Sign)

EXHIBIT D-1
TOTAL TIF AREA



TIF PROJECT AREAS

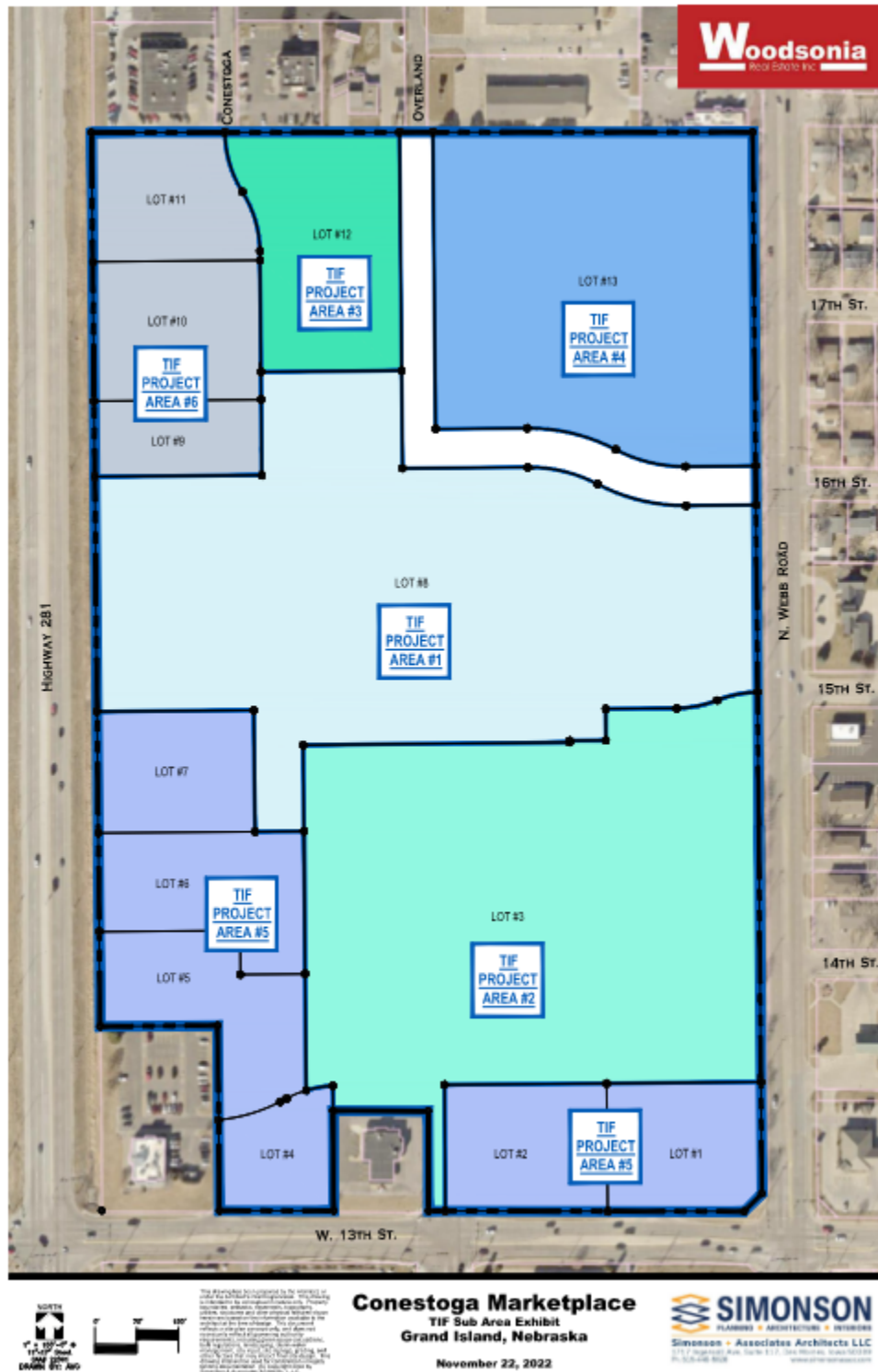


EXHIBIT D-2

**TIF INDEBTEDNESS
(TIF BOND)**

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND THIS BOND MAY NOT BE TRANSFERRED UNLESS THE PROPOSED ASSIGNEE 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 BOND MAY BE TRANSFERRED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN RESOLUTION NO. _____ OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA.

**UNITED STATES OF AMERICA STATE
OF NEBRASKA COUNTY OF HALL**

**TAX INCREMENT DEVELOPMENT REVENUE BOND OF
THE COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF GRAND ISLAND, NEBRASKA
(CONESTOGA MARKETPLACE PROJECT)**

**TIF Project Area _____
SERIES 202 (A, B, C, D, E, F)**

Dated Date: _____

Principal Amount

Interest Rate Per Annum

Final Maturity Date

(Not to exceed 6.5% per annum)

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Redevelopment Authority for the City of Grand Island, Nebraska (the "**Authority**"), hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered owner designated on the reverse hereof, or registered assigns, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest on the unpaid balance from date of delivery hereof until maturity or earlier redemption at the rate per annum set forth above. Said interest shall be payable on June 1 and December 1 of the year subsequent to the year of the "effective date" (as defined in the Nebraska Community Development Law) for "**TIF Project Area _____**" as defined

in the Redevelopment Contract between the Authority, the City of Grand Island, Nebraska and Woodsonia Hwy 281, LLC, dated _____, 2022, as may be amended (the "**Redevelopment Contract**") and semiannually thereafter on June 1 and December 1 of each year.

The payment of principal and interest due upon the final maturity is payable upon presentation and surrender of this Bond to the Treasurer of the Authority, as Paying Agent and Registrar for the Authority, at the offices of the Authority, at City Hall, in Grand Island, Nebraska. The payments of interest and of mandatory redemptions of principal on each interest payment date (other than at final payment) will be paid when due by a check or draft mailed or delivered by said Paying Agent and Registrar to the registered owner of this Bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the interest payment date occurs, to such owner's address as shown on such books and records. Any payment of interest or mandatory redemption of principal not timely paid when due shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this Bond on such special record date for payment of such defaulted interest or redemption price as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This Bond is issued in the principal amount of _____ dollars (\$___) issued by the Authority for the purpose of paying a portion of the costs of redevelopment of certain real estate as described in the Redevelopment Contract as TIF Project Area __ (as defined in the Resolution) and as designated in that Redevelopment Plan recommended by the Authority and approved by the Mayor and City Council of the City of Grand Island, Nebraska, on _____ (the "**Plan**"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2012, as amended, and has been duly authorized by resolution passed and approved by the Chair and of Members of the Authority (the "**Resolution**"). The conditions for the issuance and purchase of this Bond are set forth in the "**Redevelopment Contract**" (as defined in the Resolution) and the terms and conditions of the Redevelopment Contract are incorporated herein by reference.

The Authority, however, reserves the right and option of prepaying principal of this Bond, in whole or in part, from any available sources at any time, at the principal amount thereof designated for redemption plus accrued interest to the date fixed for redemption of the principal amount so designated for optional redemption. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this Bond at said registered owner's address in the manner provided in the Resolution. The principal of this Bond shall be subject to mandatory optional redemptions made in part on any interest payment date from "**Available Funds**" (as defined in the Resolution) without any requirement for notice. Such optional and mandatory prepayments shall be made upon such terms and conditions as are provided for in the Resolution.

A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. THE REGISTERED OWNER OR ANY TRANSFEREE OR ASSIGNEE OF SUCH REGISTERED OWNER MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL

FOR ALL PURPOSES BE THE AMOUNT DETERMINED BY THE RECORDS OF THE PAYING AGENT AND REGISTRAR IN THE MANNER PROVIDED IN THE RESOLUTION.

This Bond constitutes a limited obligation of the Authority payable exclusively from that portion of the ad valorem real estate taxes mentioned in Section 18-2147 (1)(b), R.R.S. Neb. 2012, as levied, collected and apportioned from year to year with respect to certain real estate described in the Redevelopment Contract and located within TIF Project Area ____ (as defined in the Resolution) for all taxes received by the Authority's Treasurer attributable to the Project Area which are received by said Treasurer as of and from and after May 1 of the year subsequent to the year of the "effective date" (as defined in a subsequent amendment to the Redevelopment Contract) with respect to TIF Project Area ____ (as defined in the Resolution) and which are attributable to valuation increases of the real estate described in the Redevelopment Contract and within the Project Area based on any increase in the taxable value determined as of the effective date for the TIF Project Area ____.

Pursuant to the Resolution and Sections 18-2124 and 18-2150, R.R.S. Neb. 2012, said portion of taxes has been pledged for the payment of this Bond, both principal and interest as the same fall due or become subject to mandatory redemption. **This Bond shall not constitute an obligation of the Authority, the State of Nebraska or of the City of Grand Island (except for such receipts as have been pledged pursuant to said Sections 18- 2124 and 18-2150 R.R.S. Neb. 2012) and neither the Authority, the State of Nebraska nor the City of Grand Island shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged as described above in this paragraph).** Neither the members of the Authority's governing body nor any person executing this Bond shall be liable personally on this Bond by reason of the issuance hereof.

This Bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this Bond for notation of transfer as provided on the reverse hereof and subject to the conditions provided for in the Resolution. The Authority, the Paying Agent and Registrar and any other person may treat the person whose name this Bond is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this Bond be overdue or not. THIS NOTE, UNDER CERTAIN TERMS SET FORTH IN THE RESOLUTION AUTHORIZING ITS ISSUANCE, MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS SET FORTH IN SAID RESOLUTION.

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 Occupation Tax Revenue Bond, and the rights, duties, immunities and obligations of the City and the Authority. By the

acceptance of this Tax Increment Development Revenue Bond, the Registered Owner assents to all of the provisions of the Resolution.

If the day for payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Grand Island, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note, did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said Authority, including this Bond, does not exceed any limitation imposed by law.

IN WITNESS WHEREOF, the Chair and Members of the Authority have caused this Bond to be executed on behalf of the Authority by being signed by the Chair and City Clerk, all as of the Dated Date shown above.

Dated this _____ day of _____, 202__.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA

ATTEST:

By: _____ (Sample – Do Not Sign)
Chairman

(Sample – Do Not Sign)
Secretary

PROVISION FOR REGISTRATION

The ownership of this Bond shall be registered as to both principal and interest on the books and records of the Community Redevelopment Authority for the City of Grand Island, Nebraska kept by the Paying Agent and Registrar identified in the foregoing Note, who shall make notation of such registration in the registration blank below, and the transfer of this Bond may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar.

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar
_____, 20__	Woodsonia HWY 281, LLC.	(Sample – Do Not Sign)

EXHIBIT E
SOURCES AND USES OF FUNDS

REDEVELOPMENT PROJECT COSTS

REDEVELOPMENT PROJECT BUDGET - CONESTOGA MARKETPLACE							
CATEGORY	TOTAL PROJECT COSTS	PRIVATELY FUNDED	TIF	EEA	CRA	GROW GRAND ISLAND	CITY OF GRAND ISLAND FUNDS
TOTAL PROPERTY ACQUISITION	\$16,000,000	\$0	\$16,000,000	\$0	\$0	\$0	\$0
TOTAL SITE PREPERATION	\$4,450,000	\$0	\$4,450,000	\$0	\$0	\$0	\$0
TOTAL UTILITY / SITE WORK	\$8,784,845	\$0	\$1,160,000	\$2,124,845	\$0	\$0	\$5,500,000
TOTAL HARD CONSTRUCTION COSTS	\$180,350,000	\$139,065,016	\$2,647,076	\$33,637,908	\$4,000,000	\$1,000,000	\$0
TOTAL SOFT COSTS	\$12,000,000	\$9,000,000	\$2,000,000	\$1,000,000	\$0	\$0	\$0
TOTALS:	\$221,584,845	\$148,065,016	\$26,257,076	\$36,762,753	\$4,000,000	\$1,000,000	\$5,500,000

Notes:

1. Any amounts paid for the professional fees, legal fees, design fees attributable to the above list of improvements shall qualify as reimbursable costs.
2. The amounts set forth above are reasonable best estimates at the time and it is agreed to and understood that such estimates are subject to change as part of the specific site plans, design specifications, locations, City approvals and public regulations.
3. The amounts may be applied or reallocated to any one or all of the stated line items, irrespective of the costs set forth above, up to the maximum total for Total Project Costs and for each Category Totals for Sources listed above.

EXHIBIT F

ENHANCED EMPLOYMENT ACT PROJECT COSTS

REDEVELOPMENT PROJECT BUDGET - EEA ELIGIBLE EXPENSES	
CATEGORY	EEA Eligible
PROPERTY ACQUISITION	
Conestoga Mall	\$16,000,000
Lease Buyouts	\$3,000,000
Total	\$19,000,000
SITE PREPERATION	
Building and Parking Lot Demolition	\$1,750,000
Environmental Remediation	\$1,200,000
Total	\$2,950,000
UTILITY / SITE WORK	
Common Access Drives / Street Improvements / Sidewalks	\$2,524,845
Public Parking Lots	\$2,500,000
Detention / Grading / Detention Piping / Fill	\$1,151,780
Utility Work / Extensions	\$2,600,000
Total	\$8,776,625
HARD CONSTRUCTION COSTS	
Lot 11 - Pedestrian Mall Construction	\$1,885,000
Lot 10 - Pedestrian Mall Construction	\$3,830,000
Lot 9 - Pedestrian Mall Construction	\$625,000
Lot 8 - Mall Modernization	\$36,900,000
Lot 7 - Pedestrian Mall Construction	\$1,750,000
Lot 6 - Pedestrian Mall Construction	\$1,750,000
Lot 5 - Pedestrian Mall Construction	\$1,750,000
Lot 4 - Pedestrian Mall Construction	\$985,000
Lot 3 - Pedestrian Mall Construction	\$41,250,000
Lot 2 - Pedestrian Mall Construction	\$1,090,000
Lot 1 - Pedestrian Mall Construction	\$2,500,000
Total	\$94,315,000
SOFT COSTS	
Engineering	\$1,750,000
Architectural / MEP	\$1,100,000
Legal Fees	\$500,000
Third Party Studies	\$150,000
Total	\$3,500,000

Total EEA Eligible Expenses	\$128,541,625
------------------------------------	----------------------

Notes:

1. Any amounts paid for the professional fees, legal fees, design fees attributable to the above list of improvements shall qualify as reimbursable costs.
2. The amounts set forth above are reasonable best estimates at the time and it is agreed to and understood that such estimates are subject to change as part of the specific site plans, design specifications, locations, City approvals and public regulations.
3. The amounts may be applied or reallocated to any one or all of the stated line items, irrespective of the costs set forth above, up to the maximum Total EEA Eligible Expenses listed above.

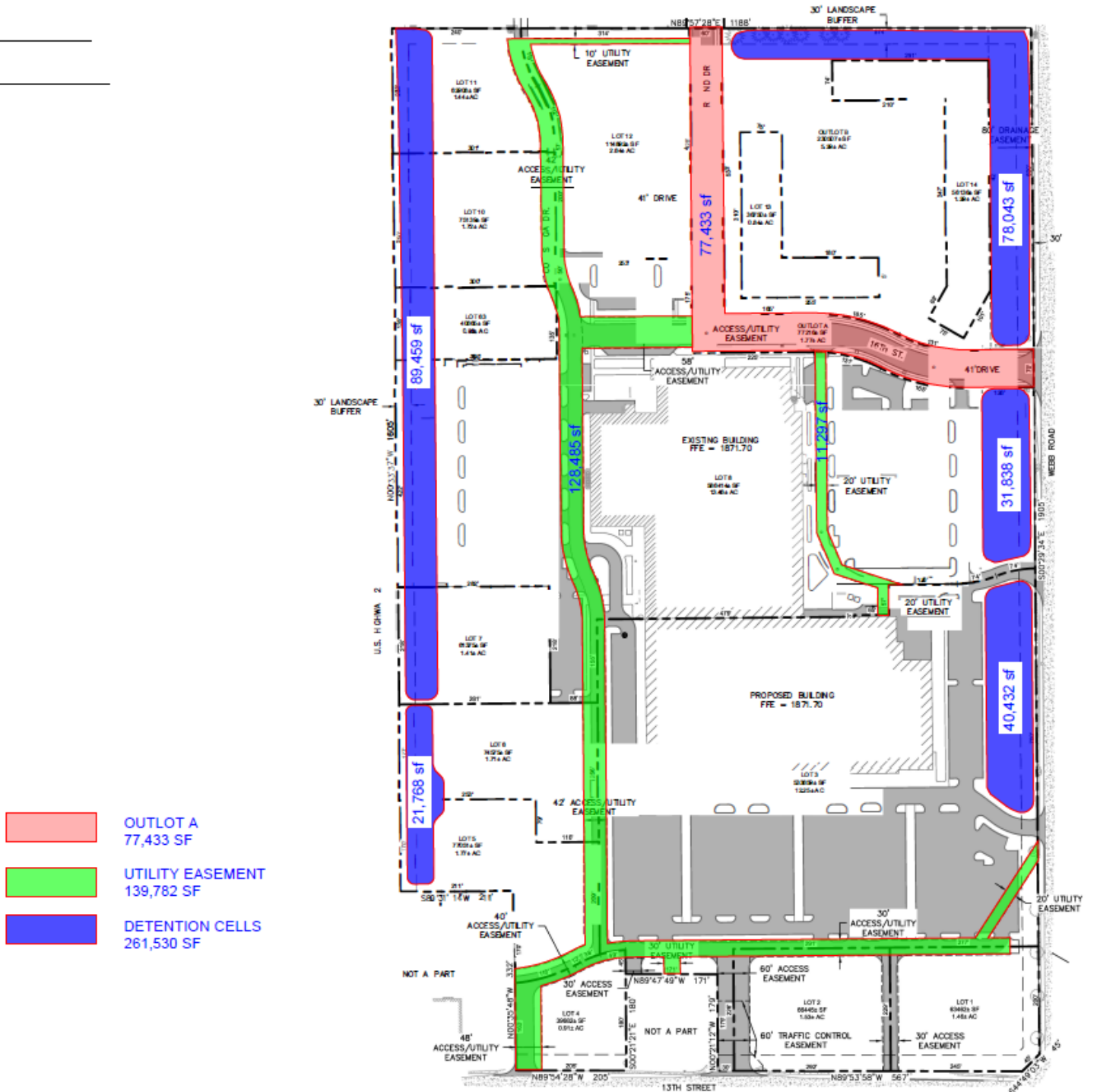
EXHIBIT G
TIF PROJECT COSTS

REDEVELOPMENT PROJECT BUDGET - TIF ELIGIBLE EXPENSES	
CATEGORY	TIF Eligible
PROPERTY ACQUISITION	
Conestoga Mall	\$16,000,000
Lease Buyouts	\$3,000,000
Total	\$19,000,000
SITE PREPERATION	
Building and Parking Lot Demolition	\$1,750,000
Environmental Remediation	\$1,200,000
Total	\$2,950,000
UTILITY / SITE WORK	
Common Access Drives / Street Improvements / Sidewalks	\$2,524,845
Public Parking Lots	\$2,500,000
Detention / Grading / Detention Piping / Fill	\$1,151,780
Utility Work / Extensions	\$2,600,000
Total	\$8,776,625
HARD CONSTRUCTION COSTS	
Lot 8 - Mall Modernization	\$36,900,000
Total	\$36,900,000
SOFT COSTS	
Engineering	\$1,750,000
Architectural / MEP	\$1,100,000
Legal Fees	\$500,000
Third Party Studies	\$150,000
Total	\$3,500,000
Total TIF Eligible Expenses	\$71,126,625

Notes:

1. Any amounts paid for the professional fees, legal fees, design fees attributable to the above list of improvements shall qualify as reimbursable costs.
2. The amounts set forth above are reasonable best estimates at the time and it is agreed to and understood that such estimates are subject to change as part of the specific site plans, design specifications, locations, City approvals and public regulations.
3. The amounts may be applied or reallocated to any one or all of the stated line items, irrespective of the costs set forth above, up to the maximum Total TIF Eligible Expenses listed above.

EXHIBIT H



CITY GENERAL FUND GRANT MAP

EXHIBIT I

TIMELINE

Projected Completion Dates

TIF Project Area 1 = 12/31/2026

TIF Project Area 2 = 12/31/2028

TIF Project Area 3 = 12/31/2030

TIF Project Area 4 = 12/31/2033

TIF Project Area 5 = 12/31/2033

TIF Project Area 6 = 12/31/2033

Notes:

1. The projected completion dates set forth above are the Redeveloper's estimates at the time of the execution of this Redevelopment Contract and it is agreed to and understood that such estimates are subject to change as part of economic and market conditions, specific site plans, design specifications, locations, City approvals and public regulations.

Exhibit J

REDEVELOPMENT CONTRACT AMENDMENT

Amendment No. # _____

This Redevelopment Contract Amendment (this "**Amendment**") is made and entered into as of the _____ day of _____, 202_, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska ("**Authority**"), and Woodsonia Hwy 281, LLC, a Nebraska limited liability company ("**Redeveloper**").

RECITALS

WHEREAS, Authority and Redeveloper entered into a Redevelopment Contract, dated as of _____, 202_, as may be amended (the "**Contract**");

WHEREAS, the Contract intended to implement the redevelopment plan entitled "Redevelopment Plan, Grand Island CRA Area 28, Conestoga Marketplace, October 2022", (the "**Redevelopment Plan**") to provide for the redevelopment of lots and lands located in an extremely blighted and substandard area of the City of Grand Island, Nebraska (the "**City**");

WHEREAS, in order to assist in the financing of the Redevelopment Project described in the Redevelopment Plan, the Contract provides for periodic amendments thereto; and

WHEREAS, pursuant to Section 3.01A of the Contract the parties desire to amend the Contract on the terms set forth herein and this Amendment shall constitute a "**Redevelopment Contract Amendment**" as defined in the Contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Authority and Redeveloper do hereby agree to amend the Contract as follows:

1. Definitions. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to such terms in the Contract.

2. Amendment – New Phase. This Amendment incorporates a new TIF Area phase for the Project entitled [Phase No. ____].

(a) Lots. This new phase shall include all of Lots in the TIF Project Area ____ with an Effective Date described in Section 2 (b) hereof, which lots are described as follows:

[INSERT LEGAL DESCRIPTION HERE]

(b) Effective Date. The effective date of the Amendment shall be January 1, 202_.

(c) Division Date. The Division Date (the “**Division Date**”) shall mean the effective date for purposes of dividing taxes pursuant to Section 18-2147 of the Nebraska Community Development Law. The Division Date for the applicable phase shall be January 1, 202_; and a proposed form of the "**Notice to Divide Tax for Community Redevelopment Project**" applicable to such phase is attached hereto as Exhibit A and incorporated herein by this reference. For purposes of the Notice to Divide Tax for Community Redevelopment Project, the calendar year in which the division of real property tax becomes effective shall be the year of the Division Date.

(d) Base Value Year. The base value year for such phase shall be 202_. [The Base Value Year, shall mean the calendar year prior to the Division Date described in Section 2 (c) hereof.] For purposes of the Notice to Divide Tax for Community Redevelopment Project, the Base value Year shall be the year defined in this Section 2 (d).

3. Requirement to File Notice to Divide Tax for Community Redevelopment Project. The Authority shall execute and file with the Hall County Assessor and Treasurer a signed original of Exhibit A, attached hereto, being the Notice to Divide Tax for Community Redevelopment Project, prior to August 1, 202_. [This date shall be the August 1 following the Division Date described in Section 2 (c) hereof.]

4. Miscellaneous Provisions.

(a) Effectiveness. This Amendment shall become effective when and only when counterparts of this Amendment have been duly executed by both Authority and Redeveloper.

(b) Ratification of Contract. Except as amended by this Amendment, the Contract shall remain in full force and effect and is hereby ratified and confirmed in all respects. Each party acknowledges and agrees to all terms of the Contract, as the same are amended by this Amendment, and makes and restates each representation and warranty set forth therein as if made on the date of this Amendment.

IN WITNESS WHEREOF, Authority and Redeveloper have signed this Amendment to Redevelopment Contract as of the date and year first above written.

ATTEST:

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

Secretary

By: _____
Chairman

WOODSONIA HWY 281, LLC

By: _____
Manager

STATE OF NEBRASKA)
) SS
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_ by _____ and _____, Chairman and Secretary, respectively, of the Community Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the Authority.

Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_, by _____, Manager of WOODSONIA HWY 281, LLC on behalf of the limited liability company.

Notary Public

EXHIBIT A

Notice to Divide Tax for Community Redevelopment Project

[TO BE ATTACHED]

IN WITNESS WHEREOF, Authority, City and Redeveloper have signed this Redevelopment Contract as of the date and year first above written.

ATTEST:

Secretary

COMMUNITY DEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

By: _____
Chairman

ATTEST:

Clerk

THE CITY OF
GRAND ISLAND, NEBRASKA

By: _____
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____ and _____, Chairman and Secretary, respectively, of the Community Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the Authority.

(SEAL)

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____ and _____, Mayor and Clerk, respectively, of the City of Grand Island, Nebraska, on behalf of the City.

(SEAL)

Notary Public

WOODSONIA HWY 281, LLC, Nebraska limited liability company

By: _____
Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the Manager of Woodsonia Hwy 281, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

(SEAL)

Notary Public

EXHIBIT K

FINAL PLAT

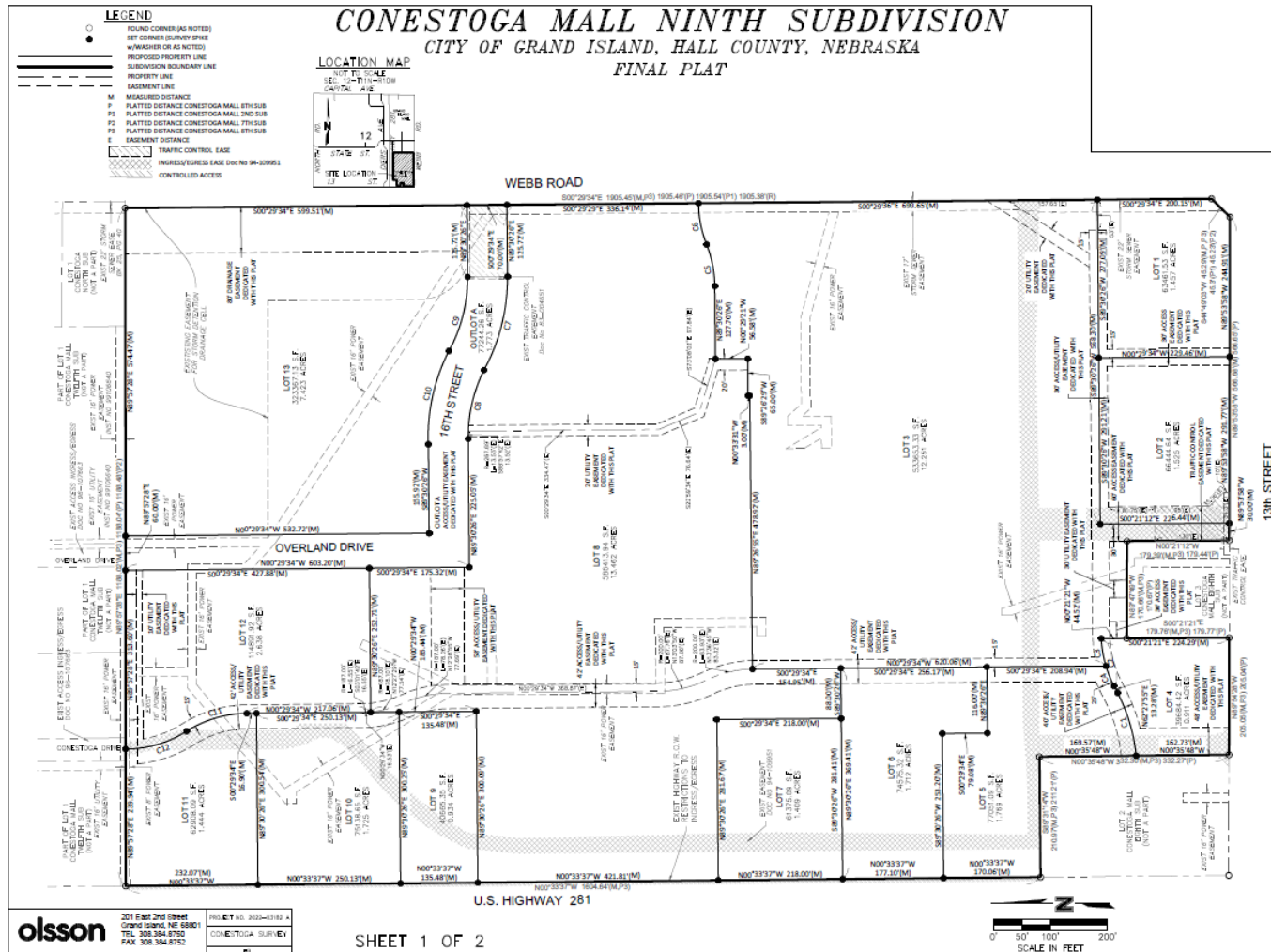


EXHIBIT L

ASSIGNMENT AND ASSUMPTION FOR LOT 3

This Assignment and Assumption for Lot 3 (“**Agreement**”) is entered into and made as of _____, 202__, by and between Woodsonia Hwy 281, LLC, a Nebraska limited liability company and its successors and assigns (collectively “**Assignor**”), and _____ and its successors and assigns (collectively “**Assignee**”), a _____.

WHEREAS, Assignee is a publicly traded company who owns and/or operates over 1,500 general merchandise stores in all fifty states and the District of Columbia, which merchandise stores sells apparel and accessories, beauty and household essentials, food and beverage, hardlines, and home furnishing and/or decor.

WHEREAS, Assignor and Assignee have executed a Purchase Agreement, dated as of _____, 202__ (“**Purchase Agreement**”) for the sale and purchase of Lot 3, Conestoga Mall Ninth Subdivision, In The City Of Grand Island, Hall County, Nebraska (“**Lot 3**”);

WHEREAS, the Purchase Agreement requires the Assignee to construct a merchandise store greater than 135,000 square feet in size at the Conestoga Marketplace in Grand Island, Nebraska;

WHEREAS, the Assignor as “**Redeveloper**” has entered into that certain Redevelopment Contract (Conestoga Marketplace Project), dated _____, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (“**Authority**”), the City of Grand Island, Nebraska, a Nebraska municipality of the first class (“**City**”), and Redeveloper, as may be amended (“**Redevelopment Contract**, as may be amended;

WHEREAS, unless defined in this Agreement, capitalized terms shall have the definitions as defined in the Redevelopment Contract; and

WHEREAS, Assignor desires to assign the Permitted Redevelopment Contract Obligations (define below) that arise from the Redevelopment Contract and touches or concerns Lot 3 to Assignee, and Assignee desires to accept and assume such assignment and assume the Permitted Redevelopment Contract Obligations on Lot 3.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants set forth herein, and other valuable consideration, it is agreed:

1. “**Permitted Redevelopment Contract Obligations**” shall mean the following:

- a. Additional Occupation Tax: A one and a half (1.5%) occupation tax on gross receipts of eligible sales, services and rentals of Assignee on Lot 3 and the other occupants of the Development by the City of Grand Island (the “**Additional Occupation Tax**”).

The Assignee will be obligated to collect and then monthly pay the occupation taxes to the City of Grand Island, NE, along with an occupation tax return, as would be performed in ordinary course of business with respect to the collection of sales tax in such jurisdiction. Assignee may (i) choose to itemize the occupation tax by showing it on the customer’s bill; (ii) choose to absorb the occupation tax; or (iii) raise prices to recoup the occupation tax without separately itemizing it on the customer’s bill.

- b. New Full Time Equivalent Jobs and Minimum Investment: The Assignee and the occupants of the Redevelopment Project Area collectively meet the following statutory requirements:

At least 15 new full time equivalent jobs; and

A minimum new investment of at least One Million Dollars.¹

- c. Employer-Provided Health Benefits: The Assignee, if operating a business that will have 135,000 square feet or more, and gross sales of more than ten million dollars or more, must provide an employer-provided health benefit of at least three thousand dollars annually to all new employees who are working thirty hours per week or more on average and have been employed at least six months.
- d. Not Seek Tax Benefits under the Nebraska Advantage Act: The Assignee will not file and does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for a project located or to be located at this shopping center. (e.g., direct refund of Nebraska and local Sales and Use taxes paid, seeking Investment Credit, Compensation Credits, Personal Lot 3 Tax Exemption, Sales and Use Tax refund using Investment and Compensation Credits, Income Tax Offsets or Refunds using Investment and Compensation Credits, Income Tax Withholding Offset or Refund using Compensation Credits, Real Lot 3 Tax Reimbursement Using Investment Compensation Credits). See: [chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.lincolnst.edu/sites/default/files/gwipp/upload/sources/Nebraska/ne_nebraska_advantage_act_summary_description_department_of_revenue_2018.pdf](https://efaidnbmnnnibpcajpcglclefindmkaj/https://www.lincolnst.edu/sites/default/files/gwipp/upload/sources/Nebraska/ne_nebraska_advantage_act_summary_description_department_of_revenue_2018.pdf); and <https://revenue.nebraska.gov/incentives/Nebraska-advantage-act>

- e. Compliance with Codes: Assignee will comply with all applicable local, state, and federal building, construction and other related ordinances, laws and codes relating to improvements at Lot 3.
- f. Promptly Pay for Labor and Materials: Assignee will promptly pay, or cause to be paid, in a timely manner all persons, firms, or organizations that performed labor or furnished materials, equipment or supplies used in the prosecution of the private improvements located upon Lot 3 for which Assignee has contracted. Nothing prevents Assignee from contesting the validity of any claim or lien in any manner it chooses so long as such contest is pursued with reasonable diligence and if the lien claimant begins formal foreclosure proceeds, then Assignee provides a sufficient bond or security is posted with the Clerk of the district court pursuant to Neb. Rev. Stat. § 52-142 to avoid or prevent foreclosure of such encumbrance or lien.
- g. No Discrimination: So long as the TIF Bonds Indebtedness or Occupation Tax Revenue Bonds Enhanced Employment Act Indebtedness are outstanding neither the Assignee nor any purchaser of an interest in the Lot 3 shall discriminate against any person or group of persons on account of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Redevelopment Project. Assignee, and its successors and transferees, agree that during the construction of the building and improvements on the Lot 3, Assignee will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance, and further agrees to require that its contractor and subcontractors shall agree to conform to said requirements. Assignee will be subject to all applicable federal, state and local laws related to the Lot 3. For purposes of this paragraph, discrimination shall mean discrimination as defined by the laws of the United States and the State of Nebraska.
- h. Record Retention: Assignee shall retain copies of all supporting construction contracts, permits, plans, invoices and lien waivers that are associated with the construction of the building and the related parking lot, driveway and landscape improvement located on the Lot 3 and that are received or generated by Assignee for three years following the end of the last fiscal year in which ad valorem taxes are divided and provide such copies to the City as needed to comply with the City's retention requirements under section 18-2117.04 of the Act.
- i. Timely Pay Real Estate Taxes and Assessments: Assignee's timely pay all real estate taxes and assessments on the Lot 3 during the TIF Period, subject to

Assignee's right to contest the validity or amount of any tax or assessment, in whole or in part, or endeavor to obtain a reduction of the assessed valuation for the purposes of reducing real estate taxes.

- j. Assignment: Assignee may assign its Permitted Redevelopment Contract Obligations without the prior written consent of the City and Authority so long as the assignee shall be subject to the Redevelopment Contract Obligations.
 - k. Other Obligations under the Redevelopment Contract. Except for the Permitted Redevelopment Obligations, neither Assignee and its successors and assigns, as owner of Lot 3, nor Assignee's customers, are liable or responsible for the performance of any obligations under the Redevelopment Contract. Furthermore, such failure will not preclude the Assignee from obtaining building permits and/or a certificate of occupancy so long as Assignee otherwise complies with the generally applicable requirements of the City relating to the issuance of such items.
 - l. Subsequent Transferees. Assignee may subsequently transfer or convey interests in Lot 3 in Assignee's sole and absolute discretion; provided that, any Permitted Redevelopment Obligations that Assignee assigns to a transferee shall continue to be effective, enforceable and binding upon the subsequent Lot 3 fee transferees.
 - m. Termination. All of the above covenants, conditions, responsibilities and obligations shall automatically, and without any further action, terminate and be of no further force and effect no later than the expiration of the applicable Enhanced Employment Act Period or full repayment of the Enhanced Employment Act Indebtedness, whichever period of time is shorter.
2. Assignment. Assignor hereby assigns the Permitted Redevelopment Contract Obligations in the Redevelopment Contract to Assignee, all of which are subject to all the terms, obligations and conditions of this Agreement.
3. Acceptance and Assumption. Assignee hereby (i) accepts the above assignment, (ii) agrees to assume, perform and fulfil all the Permitted Redevelopment Contract Obligations, and (iii) agrees to faithfully perform and fulfill any and all covenants, conditions, responsibilities and obligations contained in this Agreement.
4. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any and all claims, demands, losses, damages, costs and expenses (including but not limited to court costs, penalties and reasonable attorneys' fees), judgments, liabilities and causes of action of any nature whatsoever resulting from (i) any claim or alleged claim of any failure of any obligations under the Redevelopment Contract other than Assignee's failure to comply with the Permitted Redevelopment Obligations with respect to Lot 3, and/or (ii) that Assignee is not

able to construct the merchandise store contemplated on the Lot 3 due to Assignor's failure to comply with the terms and provisions of the Redevelopment Contract other than Assignee's failure to comply with the Permitted Redevelopment Obligations with respect to Lot 3.

5. Agreement Binding. This Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

6. Consent and Approval. The City and Authority have consented and approved the execution and delivery of this Agreement under the terms of Section 9.11 of the Redevelopment Contract and specifically the City and Authority have agreed that the Redevelopment Contract Obligations are the only obligations, covenants, agreements, terms and/or conditions of the Redevelopment Contract that will be effective, enforceable and binding upon the Assignee and the owner of Lot 3.

7. Counterparts. This Agreement may be executed in one or more counterparts which, when assembled, shall constitute an executed original hereof.

IN WITNESS WHEREOF, Assignor and Assignee have signed this Assignment and Assumption Agreement for Lot 3 as of the date and year first above written.

[The remainder of this page is intentionally left blank.]

Assignor:

WOODSONIA HWY 281, LLC, Nebraska limited liability company

By: _____

Manager

Date of Execution: _____

STATE OF NEBRASKA)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the Manager of Woodsonia Hwy 281, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

(SEAL)

Notary Public

Assignee:

_____, a

By: _____

Title: _____

Date of Execution: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
_____, 202____, by _____, as _____
of _____, a _____, on behalf of
the _____.

(SEAL)

Notary Public

RESOLUTION 2022-352

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it to be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 28 of the City to be substandard, blighted and extremely blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, by Resolution No. 2022-341, the City previously approved a Redevelopment Plan pursuant to Section 18-2111 of the Act, and authorized the execution of a Redevelopment Contract with Woodsonia HWY 281, Inc. (the "Developer") for the implementation of the Redevelopment Plan, subject to the following contingencies:

- A. Developer shall have closed on the purchase of the land within Redevelopment Area No. 28 and shall be the owner in fee simple of such land; and
- B. Developer shall provide written documentation of a contract between Developer and the entity that has been targeted as the "new to market approximately 150,000 SF retailer positioned on the southern portion of the redevelopment site" for its participation in the Redevelopment Project;

and

WHEREAS, the Developer has now presented a proposed Redevelopment Contract, subject to the required contingencies, between Developer, the City and the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "CRA");

WHEREAS, the form of the proposed Redevelopment Contract is attached hereto and incorporated herein by reference as "Exhibit A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the form of the Redevelopment Contract attached as Exhibit A is hereby approved subject to final approval by City Administration.

BE IT FURTHER RESOLVED, that the Mayor and designees are hereby authorized to execute the Redevelopment Contract upon the City Administration's written documentation of the satisfaction of the following contingencies:

Approved as to Form	by _____
December 2, 2022	City Attorney

- A. Developer shall have closed on the purchase of the land within Redevelopment Area No. 28 and shall be the owner in fee simple of such land; and
- B. Developer shall provide written documentation of a contract between Developer and the entity that has been targeted as the “new to market approximately 150,000 SF retailer positioned on the southern portion of the redevelopment site” for its participation in the Redevelopment Project.

BE IT FURTHER RESOLVED, that the Mayor and designees are hereby authorized and directed to take all actions necessary to carry out the terms of the Redevelopment Contract upon execution by all parties thereto.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 6, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk