



Community Redevelopment Authority (CRA)

**Wednesday, December 3, 2014
Regular Meeting**

Item J1

Bond Resolution

Staff Contact: Chad Nabity

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

NORTHWEST COMMONS REDEVELOPMENT PROJECT

RESOLUTION NO. 185

PASSED AND APPROVED: DECEMBER __, 2014

AUTHORIZING NOT TO EXCEED

\$5,600,000	\$4,000,000
TAX INCREMENT DEVELOPMENT	OCCUPATIONTAX
BONDS	REVENUE
REVENUE BONDS	
SERIES 2014A	SERIES 2014B

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

RESOLUTION NO. 185

AN RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA OF (A) A TAX INCREMENT REVENUE BOND, NOTE OR OTHER OBLIGATION IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,600,000 FOR THE PURPOSE OF (1) PAYING THE COSTS OF CONSTRUCTING, RECONSTRUCTING, IMPROVING, EXTENDING, REHABILITATING, INSTALLING, EQUIPPING, FURNISHING AND COMPLETING CERTAIN IMPROVEMENTS WITHIN THE CITY'S NORTHWEST COMMONS REDEVELOPMENT PROJECT AREA, AND (2) PAYING THE COSTS OF ISSUANCE THEREOF AND (B) AN OCCUPATION TAX REVENUE BOND, NOTE OR OTHER OBLIGATION IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,000,000 FOR THE PURPOSE OF (1) PAYING THE COSTS OF CONSTRUCTING, RECONSTRUCTING, IMPROVING, EXTENDING, REHABILITATING, INSTALLING, EQUIPPING, FURNISHING AND COMPLETING CERTAIN IMPROVEMENTS WITHIN THE CITY'S NORTHWEST COMMONS ENHANCED EMPLOYMENT ACT AREA, AND (2) PAYING THE COSTS OF ISSUANCE THEREOF; PRESCRIBING THE FORM AND CERTAIN DETAILS OF SUCH BONDS, NOTES OR OTHER OBLIGATIONS; PLEDGING CERTAIN PROPERTY TAX REVENUE AND OTHER REVENUE TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE TAX INCREMENT REVENUE BOND, NOTE OR OTHER OBLIGATION AS THE SAME BECOME DUE; PLEDGING CERTAIN OCCUPATION TAX REVENUES TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE OCCUPATION TAX REVENUE BOND, NOTE OR OTHER OBLIGATION AS THE SAME BECOME DUE; LIMITING PAYMENT OF SUCH BOND, NOTE OR OTHER OBLIGATION TO THE REVENUES SPECIFIED HEREIN; CREATING AND ESTABLISHING FUNDS AND ACCOUNTS; DELEGATING, AUTHORIZING AND DIRECTING THE ADMINISTRATOR TO EXERCISE HIS INDEPENDENT DISCRETION AND JUDGMENT IN DETERMINING AND FINALIZING CERTAIN TERMS AND PROVISIONS OF SUCH BONDS, NOTES OR OTHER OBLIGATIONS NOT SPECIFIED HEREIN; TAKING OTHER ACTIONS AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND RELATED MATTERS.

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

ARTICLE I

FINDINGS AND DETERMINATIONS

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

(a) The City of Grand Island, Nebraska (the “**City**”), pursuant to Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Redevelopment Law**”), and Resolution No. 2014-254, approved the Amended & Restated Site Specific Redevelopment Plan, Grand Island CRA Area 9 (the “**Redevelopment Plan**”) under and pursuant to which the City shall undertake from time to time to redevelop and rehabilitate the Redevelopment Project Area (hereinafter defined).

(b) Pursuant to the Redevelopment Plan and a Redevelopment Contract, dated as of October 30, 2014 (the “**Redevelopment Contract**”), between the City, the Authority, and Grand Island Joint Venture, LLC (the “**Redeveloper**”), the parties previously obligated themselves to provide for the redevelopment of lots and lands located within a blighted and substandard area and enhanced employment area, as more fully described in the Redevelopment Contract (hereinafter defined).

(c) The Authority is authorized by the Redevelopment Law (hereinafter defined) to (1) issue tax increment revenue bonds for the purpose of paying the costs and expenses of the TIF Project (as defined in the Redevelopment Contract), the principal of and interest on which is payable from certain property tax revenues as set forth in the Redevelopment Law, and (2) issue occupation tax revenue bonds for the purpose of paying the costs and expenses of the Enhanced Employment Act Project (as defined in the Redevelopment Contract), the principal of and interest on which is payable from certain occupation tax revenues as set forth in the Redevelopment Law.

(d) Pursuant to the Redevelopment Law and Ordinance No. 9509 (“**Ordinance No. 9509**”), passed and approved by the Mayor and Council on October 28, 2014, the City has imposed a retail business occupation tax on all of the Retail Businesses (as defined in Ordinance No. 9509) in the Enhanced Employment Act Area (as defined in Ordinance No. 9509).

(e) In order to provide funds to pay the costs of the TIF Project, it is necessary, desirable, advisable, and in the best interest of the City for the Authority to issue a tax increment revenue bond in a principal amount not to exceed \$5,600,000 (the “**TIF Bond**”).

(f) In order to provide funds to pay the costs of the Enhanced Employment Act Project, it is necessary, desirable, advisable, and in the best interest of the City for the Authority to issue an occupation tax revenue bond in a principal amount not to exceed \$4,000,000 (the “**Occupation Tax Revenue Bond**”).

(g) All conditions, acts and things required to exist or to be done precedent to the issuance of the TIF Bond and the Occupation Tax Revenue Bond (collectively, the “**Bonds**”) do exist and have been done as required by law.

ARTICLE II

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

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

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

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

“Bonds” means, collectively, the TIF Bond and the Occupation Tax Revenue Bond.

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

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

“Date of Original Issue” means the date each Bond is initially issued and delivered, which, for each Bond shall be the date of the first deposit of proceeds of that Bond in the appropriate Project Fund as further described in **Section 3.3**.

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

“Enhanced Employment Act Area” means the enhanced employment area described, defined or otherwise identified or referred to in the Redevelopment Plan.

“Enhanced Employment Act Project” means the Enhanced Employment Act Project as defined in the Redevelopment Contract.

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

“Interest Payment Date” means such dates as are determined by the Administrator in accordance with the provisions of **Section 3.3(i)** for each year any Bond is outstanding, commencing on the first Interest Payment Date following the Date of Original Issue.

“Issuance Costs” means the Issuance Costs as defined in the Redevelopment Contract.

“Occupation Tax Bond Fund” means the fund by that name created in **Section 6.1**.

“Occupation Tax Revenue Bond” means the Northwest Commons Redevelopment Project Occupation Tax Revenue Bond of the Authority, issued in a principal amount not to exceed \$4,000,000 pursuant to this Resolution, and shall include any bond, including a bond, note, interim certificate, debenture, or other obligation issued pursuant to the Redevelopment Law. At the option of the Owner of the Occupation Tax Revenue Bond, the titular designation of such Occupation Tax Revenue Bond may be revised to state bond, note, interim certificate, debenture, obligation, or such other designation as is appropriate.

“Occupation Tax Revenue” means all revenue received by the City from the imposition of the Retail Business Occupation Tax levied by the City pursuant to Ordinance No. 9509 in the Enhanced Employment Act Area.

“Outstanding” means when used with reference to any Bond, as of a particular date, the full principal amount of the Bond theretofore authenticated, delivered and advanced under this Resolution except:

(a) any portion of the Bond theretofore canceled by the Registrar or delivered to the Registrar for cancellation;

(b) any portion of the Bond which is deemed to have been paid in accordance with **Section 9.1** hereof;

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

(d) any Bond in exchange for or in lieu of which another Bond has been authenticated and delivered pursuant to this Resolution.

“Owner” means the person identified as the owner of a Bond from time to time, as indicated on the books of registry maintained by the Registrar.

“Project” means, collectively, the Enhanced Employment Act Project and the TIF Project.

“Project Revenue” means all net rents, proceeds, revenue and other income derived by the City by virtue of any lease, sale, conveyance or other disposition of any part of the Project, plus all sums received by the City as a result of damage to or destruction or condemnation of the Project, but shall not mean any part of the TIF Tax Revenue or the Occupation Tax Revenue.

“Record Date” means, for each Interest Payment Date, the 10th day preceding such Interest Payment Date.

“Redeveloper” means the Redeveloper as defined in the Redevelopment Contract responsible for constructing, reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing and completing the Enhanced Employment Act Project and the TIF Project on behalf of the City.

“Redevelopment Contract” means the Redevelopment Contract (Northwest Commons Project), dated as of October 30, 2014, between the City, Authority, and Grand Island Joint Venture, LLC, a Missouri limited liability company, relating to the Project.

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

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

“Redevelopment Plan” means the Amended & Restated Site Specific Redevelopment Plan, Grand Island CRA Area 9 passed, adopted and approved by the City pursuant to Resolution No. 2014-

254, and shall include any amendment of such Redevelopment Plan heretofore or hereafter made by the City pursuant to law.

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

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

“Retail Business Occupation Tax” means the occupation tax levied by the City pursuant to the Redevelopment Law and Ordinance No. 9509 in the Enhanced Employment Act Area.

“Revenue” means the TIF Tax Revenue and the Occupation Tax Revenue.

“Special Fund” means the fund by that name created in **Section 6.1**.

“State” means the State of Nebraska.

“TIF Bond” means the Northwest Commons Redevelopment Project Tax Increment Revenue Bond of the Authority issued in an aggregate principal amount not to exceed \$5,600,000, issued pursuant to this Resolution, and shall include any bonds, including bonds, notes, interim certificates, debentures, or other obligations issued pursuant to the Redevelopment Law. At the option of the Owner of a TIF Bond, the titular designation of such TIF Bond may be revised to state bond, note, interim certificate, debenture, obligation, or such other designation as is appropriate.

“TIF Bond Fund” means the fund by that name created in **Section 6.1**.

“TIF Project” means the TIF Project as defined in the Redevelopment Contract.

“TIF Revenue” means the Project Revenue and the TIF Tax Revenue.

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

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

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

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

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

“heretofore” means before the time of passage of this Resolution, and the word “hereafter” means after the time of passage of this Resolution.

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

Section 2.4. Evidence of Action by the Authority. Except as otherwise specifically provided in this Resolution, any request, direction, command, order, notice, certificate or other instrument of, by or from the Authority shall be effective and binding upon the Authority for the purposes of this Resolution if signed by its Chair, its Vice-Chair, its Secretary, or by any other person or persons authorized to execute the same by statute, charter or by a resolution of the Authority.

ARTICLE III

AUTHORIZATION AND ISSUANCE OF BONDS; GENERAL TERMS AND PROVISIONS

Section 3.1. Authorization of TIF Bond. Pursuant to and in full compliance with the Redevelopment Law and this Resolution, and for the purpose of providing funds to pay (a) the cost of constructing, reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing, and completing the TIF Project, and (b) the costs of issuing the TIF Bond, the Authority shall issue the TIF Bond in a principal amount not to exceed Five Million Six Hundred Thousand Dollars (\$5,600,000). The TIF Bond shall be designated as “Community Redevelopment Authority of the City of Grand Island, Nebraska, Northwest Commons Redevelopment Project Tax Increment Development Revenue Bond, Series 2014A,” shall be dated the Date of Original Issue, shall mature, subject to right of prior redemption, not later than December 15, 2030, as determined by the Administrator, and shall bear interest (computed on the basis of a 360-day year consisting of twelve, 30-day months) at an annual rate not to exceed 0.00%. The TIF Bond shall be issued as a single bond as further described in **Section 3.3**. The Administrator may establish an amortization schedule for the payment of principal of and interest on the TIF Bond; provided, however, that any TIF Bond issued pursuant to this Resolution shall only be due and payable to the extent TIF Revenues are available therefor in accordance with the terms of this Resolution.

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

The TIF Revenue and the amounts on deposit in the specified funds and accounts established by this Resolution are hereby pledged and assigned for the payment of the TIF Bonds, and shall be used for no other purpose than to pay the principal of and interest on the TIF Bond, except as may be otherwise

expressly authorized in this Resolution. The TIF Bond shall not constitute a debt of the City or Authority within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the City or Authority, and neither the City nor the Authority shall be liable for the payment thereof out of any money of the City or the Authority other than the TIF Tax Revenue and the other funds referred to herein.

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

Section 3.2. Authorization of Occupation Tax Revenue Bond. Pursuant to and in full compliance with the Redevelopment Law and this Resolution, and for the purpose of providing funds to pay (a) the cost of constructing, reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing, and completing the Enhanced Employment Act Project, and (b) the costs of issuing the Occupation Tax Revenue Bond, the Authority shall issue the Occupation Tax Revenue Bond in a principal amount not to exceed Four Million Dollars (\$4,000,000). The Occupation Tax Revenue Bond shall be designated as "Community Redevelopment Authority of the City of Grand Island, Nebraska, Northwest Commons Redevelopment Project Occupation Tax Revenue Bond, Series 2014B," shall be dated the Date of Original Issue, shall mature, subject to right of prior redemption, not later than December 15, 2035, as determined by the Administrator, and shall bear interest (computed on the basis of a 360-day year consisting of twelve, 30-day months) at an annual rate of 3.50%. The Occupation Tax Revenue Bond shall be issued as a single bond as further described in **Section 3.3**. The Administrator may establish an amortization schedule for the payment of principal of and interest on the Occupation Tax Revenue Bond; provided, however, that any Occupation Tax Revenue Bond issued pursuant to this Resolution shall only be due and payable to the extent Occupation Tax Revenues are available therefor in accordance with the terms of this Resolution.

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

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

of any money of the City or Authority other than the Occupation Tax Revenues and the other funds referred to herein.

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

Section 3.3. Details of Bonds; Authority of Administrator.

(a) Each Bond shall be dated the Date of Original Issue for the respective Bond and shall be issued to the respective purchaser thereof, as Owner, in installments.

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

(1) There shall be submitted to the Authority a disbursement request in a form acceptable to the Authority (the “**Disbursement Request**”), executed by the City’s Clerk and an authorized representative of the Redeveloper, (A) certifying that a portion of the TIF Project or the Enhanced Employment Act Project have been substantially completed and (B) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the TIF Project or the Enhanced Employment Act Project.

(2) The Authority shall determine whether the costs requested for reimbursement under the Disbursement Request are currently reimbursable under the Redevelopment Contract and the Redevelopment Law, and if so whether such costs are properly paid or reimbursed from proceeds of the TIF Bond or the Occupation Tax Revenue Bond (taking into account particularly the provisions of the Redevelopment Contract). Upon determination thereof, the Authority shall evidence such allocation in writing and inform the Owner of the appropriate Bond of any amounts allocated to such Bond.

(3) Upon notification from the Authority as described in **Section 3.3(b) (2)**, deposits to the accounts in the Project Fund (as defined below) corresponding to the applicable Bond may be made from time to time from funds received by the Authority from the Owner of the respective Bond in the amounts necessary to pay amounts requested in properly completed, signed and approved written Disbursement Requests as described herein. Such amounts shall be proceeds of the appropriate Bond and the Authority shall inform the Registrar in writing of the date and amount of such deposits. The Registrar shall keep and maintain a record of the amounts deposited into the respective accounts of the Project Fund from the appropriate Bond proceeds pursuant to the terms of this Resolution as “Principal Amount Advanced” and shall enter the aggregate principal amount then Outstanding as the “Cumulative Outstanding Principal Amount” on its records maintained for the Bonds. The aggregate amount deposited into the TIF Bond Fund in the Project Fund from proceeds of the TIF Bond shall not exceed \$5,600,000 and the aggregate amount deposited into the Occupation Tax Bond Fund in the Project Fund from the proceeds of the Occupation Tax Revenue Bond shall not exceed \$4,000,000.

The Authority shall have no obligation to pay any Disbursement Request unless such request has been properly approved as described above, and proceeds of the applicable series of Bonds have been deposited by the respective Owners of the Bonds into the proper accounts of the Project Fund.

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

(c) Each Bond shall be dated the Date of Original Issue, which shall be the initial date of a deposit of the proceeds of such Bond in the respective account of the Project Fund.

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

(1) A signed investor's letter in a form acceptable to the Authority and bond counsel; and

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

(e) Interest on the Cumulative Outstanding Principal Amount of each Bond from the respective Date of Original Issue of each Bond or the most recent Interest Payment Date to which interest has been paid or duly provided for on each Bond, is payable on each Interest Payment Date until the principal of the Bonds has been paid, whether at maturity or upon earlier redemption; provided, however, if any interest on any Bond is in default, such Bond shall bear interest from the date to which interest has been paid.

(f) Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. Payments of interest on the Bonds due prior to maturity or earlier redemption and payment of any principal upon redemption prior to maturity shall be made by check mailed by the Registrar on each Interest Payment Date to each Owner, at such Owner's address as it appears on the books of registry maintained by the Registrar on the Record Date. The principal of the Bonds and the interest thereon due at maturity or upon earlier redemption shall be payable upon presentation and surrender of the Bonds to the Registrar.

(g) In the event that payments of interest due on any Bond on an Interest Payment Date are not timely made, such interest shall cease to be payable to the Owner thereof as of the Record Date for such Interest Payment Date and shall be payable to the Owner as of a special record date for payment of defaulted interest to be designated by the Registrar whenever money for the purpose of paying such defaulted interest becomes available.

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

(i) The Administrator is hereby authorized to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution, (1) the Date of Original Issue, (2) the principal amount of each Bond in accordance with **Section 3.3(a)** and the dates and amounts of each principal payment (whether by maturity or redemption) with respect to the Bonds, (3) the maturity date of each Bond, which shall be not later than (A) December 15, 2030 with respect to the TIF Bonds, and (B) December 15, 2035 with respect to

the Occupation Tax Revenue Bond, (4) the Interest Payment Dates for each Bond, and (5) any other term of the Bonds not otherwise specifically fixed by the provisions of this Resolution.

(j) Any Bond issued upon transfer or exchange of any other Bond shall be dated as of the Interest Payment Date next preceding the date of registration thereof in the offices of the Registrar, unless such date of registration shall be an Interest Payment Date, in which case it shall be dated as of such date of registration; provided, however, that if, as shown by the records of the Registrar, interest on such Bond shall be in default, the Bond in lieu of the Bond surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the Bond surrendered; and provided further, that if the date of registration shall be prior to the first Interest Payment Date, the Bond shall be dated as of its Date of Original Issue.

(k) When any portion of any Bond shall have been duly called for redemption and payment thereof duly made or provided for, interest thereon shall cease on the principal amount of such Bond so redeemed from and after the date of redemption thereof.

(l) The Bonds shall be issued to the respective Owners thereof as shall be mutually agreed between the Redeveloper and the Administrator for a price equal to 100% of the principal amount thereof. At all times the principal amount of the Bonds shall be limited to the lesser of (i) the stated face amount of the Bond, or (ii) the sum of all TIF Project Costs for the TIF Bond or all Enhanced Employment Act Project Costs for the Occupation Tax Revenue Bond, as the case may be, incurred by the Redeveloper as provided in the Redevelopment Contract. No Bond shall be delivered to any Owner unless the Authority shall have received from the Owner thereof such documents as may be required by the Administrator to demonstrate compliance with all applicable laws, including without limitation compliance with this Resolution. The Authority may impose such restrictions on the transfer of any Bond as may be required to ensure compliance with all requirements relating to any such transfer.

Section 3.4. Form of Bonds Generally. The Bonds shall be issued in fully registered form without coupons. The Bonds shall be in substantially the form set forth in **Article VIII**, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and with such additional changes as the Administrator may deem necessary or appropriate. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

Section 3.5. Appointment of Registrar. The Registrar is hereby appointed the registrar and paying agent for the Bonds. The Registrar shall specify its acceptance of the duties, obligations and trusts imposed upon it by the provisions of this Resolution by a written instrument deposited with the Authority prior to the Date of Original Issue of the initial Bond. The Authority reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and the Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. The Registrar shall have only such duties and obligations as are expressly stated in this Resolution and no other duties or obligations shall be required of the Registrar.

Section 3.6. Exchange of Bonds. Any Bond, upon surrender thereof at the principal office of the Registrar, together with an assignment duly executed by the Owner or its attorney or legal representative in such form as shall be satisfactory to the Registrar, may, at the option of the Owner thereof, be exchanged for another Bond in a principal amount equal to the principal amount of the Bond surrendered or exchanged, of the same series and maturity and bearing interest at the same rate. The Authority shall make provision for the exchange of the Bonds at the principal office of the Registrar.

Section 3.7. Initial Purchaser; Acknowledgments, Negotiability, Registration and Transfer of Bonds. The Registrar shall keep books for the registration and registration of transfer of the Bonds as provided in this Resolution. The initial purchaser of the Bonds shall provide evidence acceptable to the Authority that such initial purchaser is either a) a body politic and corporate and a political subdivision of the State of Nebraska, or b) a financial institution or other “accredited investor” as defined in Rule 501 of Regulation D of the United States Securities Exchange Commission and Section 8-1111(8) of the Securities Act of Nebraska.

The transfer of the Bonds may be registered only upon the books kept for the registration and registration of transfer of the Bonds upon (a) surrender thereof to the Registrar, together with an assignment duly executed by the Owner or its attorney or legal representative in such form as shall be satisfactory to the Registrar and (b) evidence acceptable to the Authority that the assignee is either a) a body politic and corporate and a political subdivision of the State of Nebraska, or b) a financial institution or other “accredited investor” as defined in Rule 501 of Regulation D of the United States Securities Exchange Commission and Section 8-1111(8) of the Securities Act of Nebraska. Prior to any transfer and assignment, the Owner will obtain and provide to the Authority, an investor’s letter in form and substance satisfactory to the Authority evidencing compliance with the provisions of all federal and state securities laws, and will deposit with the Authority an amount to cover all reasonable costs incurred by the Authority, including legal fees, of accomplishing such transfer. A transfer of the Bond may be prohibited by the Authority if (1) a default then exists under the Redevelopment Contract, or (2) in the judgment of the Administrator, the amount of projected Revenue available to pay Debt Service on the Bond Outstanding will be insufficient at any time in the future for payment of such Debt Service. Upon any such registration of transfer the Authority shall execute and deliver in exchange for such Bond a new Bond, registered in the name of the transferee, in a principal amount equal to the principal amount of the Bond surrendered or exchanged, of the same series and maturity and bearing interest at the same rate.

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

Any Owner, including but not limited to, the initial purchaser of the Bonds shall acknowledge the following:

a) that the principal amount and debt service on the Bonds has been scheduled based upon estimates and assumptions provided by the Redeveloper (which may be optimistic or “best case” estimates or assumptions of the Redeveloper not in any respect verified or evaluated by the Authority), and that such estimates and assumptions may vary materially;

b) that occupation tax revenues and/or tax increment revenues may be altered or eliminated entirely based upon future decisions of taxing authorities, the Nebraska Legislature or the voters of the State of Nebraska or by future court decisions;

(c) that the sales within the development may or may not be sufficient to generate occupation tax revenues sufficient to pay debt service on the Occupation Tax Revenue Bond, and that there is no additional security or obligation supporting the Occupation Tax Bond;

(d) that the lands within the Redevelopment Project Area may or may not be developed in a manner sufficient to generate incremental tax revenues sufficient to pay debt service on the TIF Bond, and that there is no additional security or obligation supporting the TIF Bond;

(e) that such Owner understands that the purchase price of the Bonds is in the form of an offset against the grant to the Redeveloper as provided in the Redevelopment Contract and that such offset is at the request of the Redeveloper; and

(f) that in the event of certain events of default by the Redeveloper, under the Redevelopment Contract, the principal amount of the Bond shall be offset and reduced by the amount of any grant by the authority to the Redeveloper of the proceeds of the Bond.

Section 3.8. Ownership of Bonds. As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of and interest on such Bond and the interest on any such Bond shall be made only to or upon the order of the Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 3.9. Disposition and Destruction of Bonds. The Bonds, upon surrender to the Registrar for final payment, whether at maturity or upon earlier redemption, shall be canceled upon such payment by the Registrar and, upon written request of the Administrator, be destroyed.

Section 3.10. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated or is lost, stolen or destroyed, the Authority shall execute and deliver a new Bond of like date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Authority. In the case of any lost, stolen or destroyed Bond, there first shall be furnished to the Authority evidence of such loss, theft or destruction satisfactory to the Authority, together with indemnity to the Authority satisfactory to the Authority. If any such Bond has matured, is about to mature or has been called for redemption, instead of delivering a substitute Bond, the Authority may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the Authority may require the payment of an amount by the Owner sufficient to reimburse the Authority for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 3.11. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due and payable as therein and herein provided, whether at the stated maturity thereof or call for optional or mandatory redemption or otherwise, if funds sufficient to pay such Bond have been made available to the Registrar all liability of the Authority to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Registrar to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on their part under this Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within five years following the date when such Bond becomes due, the Registrar shall repay to the Authority the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Authority, and the Registered Owner thereof shall be entitled to look only to the

Authority for payment, and then only to the extent of the amount so repaid to it by the Registrar, and the Authority shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.1. Redemption of Bonds.

(a) The TIF Bond is subject to redemption at the option of the Authority prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the Authority shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption, but only from the TIF Revenues. The TIF Bond may not be redeemed from the proceeds of any other debt obligation of the Authority.

If the TIF Bond is not redeemed prior to maturity, and at the maturity date there are insufficient funds in the TIF Bond Fund to fully redeem the TIF Bond, any remaining moneys in the TIF Bond Fund shall be paid out to the Owner, and the TIF Bond shall be considered fully redeemed and paid in full, and neither the City nor the Authority shall have any further obligation to make any payment of principal or interest on the TIF Bond.

(b) The Occupation Tax Revenue Bond is subject to redemption at the option of the Authority prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the Authority shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption, but only from the Occupation Tax Revenue. The Occupation Tax Revenue Bond may not be redeemed from the proceeds of any other debt obligation of the Authority.

If the Occupation Tax Revenue Bond is not redeemed prior to maturity, and at the maturity date there are insufficient funds in the Occupation Tax Bond Fund to fully redeem the Occupation Tax Revenue Bond, any remaining moneys in the Occupation Tax Bond Fund shall be paid out to the Owner, and the Occupation Tax Revenue Bond shall be considered fully redeemed and paid in full, and neither the City nor the Authority shall have any further obligation to make any payment of principal or interest on the Occupation Tax Revenue Bond.

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

Section 4.3. Determination of Outstanding Principal Amount of Bonds. Notwithstanding the amount indicated on the face of any Bond, the principal amount of such Bond actually Outstanding from

time to time shall be determined and maintained by the Registrar. The Registrar shall make a notation in the books of registry maintained for each Bond indicating the original principal advance of such Bond as determined in accordance with **Section 3.3** and make such additional notations as are required to reflect any additional principal advances or redemptions of such Bond from time to time, including on the Table of Cumulative Outstanding Principal Amount attached to each Bond if it is presented to the Registrar for that purpose. Any Owner may examine the books of registry maintained by the Registrar upon request, and the Registrar shall grant such request as soon as reasonably practicable. Any failure of the Registrar to record a principal advance or redemption on the Table of Cumulative Outstanding Principal Amount shall not affect the Cumulative Outstanding Principal Amount shown on the records of the Registrar.

ARTICLE V

EFFECTIVE DATE OF PROJECT; PLEDGE OF TIF REVENUE; PLEDGE OF OCCUPATION TAX REVENUE

Section 5.1. Effective Date of Project. For purposes of Section 18-2147, Reissue Revised Statutes of Nebraska, as amended, the effective date of the Project shall be determined in the manner provided in the Redevelopment Plan and as set forth in the Redevelopment Contract. The Administrator is hereby directed to notify the Assessor of the effective date of the Project on the form prescribed by the Property Tax Administrator.

Section 5.2. Collection of TIF Revenue; Pledge of TIF Revenue. As provided for in the Redevelopment Plan and the Redevelopment Contract, and pursuant to the provisions of the Redevelopment Law, for the period contemplated thereby, the TIF Tax Revenue collected in the Redevelopment Project Area shall be allocated to and, when collected, paid into the TIF Bond Fund in the Special Fund along with any Project Revenue collected under the terms of this Resolution to pay the principal of and interest on the TIF Bond. When the TIF Bond, including interest and all other indebtedness and costs of construction incurred by the Authority in connection with the TIF Project have been paid in accordance with this Resolution, the Redevelopment Plan and the Redevelopment Contract, the TIF Revenue shall be applied as provided for in the Redevelopment Law.

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

Section 5.3. Potential Insufficiency of TIF Revenue. The Authority makes no representations, covenants, or warranties to the Owner of the TIF Bond that the TIF Revenue will be sufficient to pay the principal of and interest on the TIF Bond. Payment of the principal of and interest on the TIF Bond is limited solely and exclusively to the TIF Revenue pledged under the terms of this Resolution, and is not payable from any other source whatsoever.

Section 5.4. Collection of Occupation Tax Revenue; Pledge of Occupation Tax Revenue. As provided for in the Redevelopment Plan and the Redevelopment Contract, and pursuant to the provisions of the Redevelopment Law, for the period contemplated thereby, the Occupation Tax Revenue collected in the Enhanced Employment Act Area shall be allocated to and, when collected, paid into the Occupation Tax Bond Fund in the Special Fund along with any other amount for the purpose of paying the principal of and interest on the Occupation Tax Revenue Bond. When the Occupation Tax Revenue Bond, including interest

and all other indebtedness and costs incurred by the Authority in connection with the Enhanced Employment Act Project have been paid in accordance with this Resolution, the Redevelopment Plan and the Redevelopment Contract, the Occupation Tax Revenue shall be applied as provided for in the Redevelopment Law and Ordinance No. 9509.

The Occupation Tax Revenue is hereby allocated and pledged in its entirety to the payment of the principal of and interest on the Occupation Tax Revenue Bond and to the payment of the Enhanced Employment Act Project, until the principal of and interest on the Occupation Tax Revenue Bond has been paid (or until money for that purpose has been irrevocably set aside), and the Occupation Tax Revenue shall be applied solely to the payment of the principal of and interest on the Occupation Tax Revenue Bond and all costs incurred by the Authority in connection with the Enhanced Employment Act Project as provided herein. Such allocation and pledge is and shall be for the sole and exclusive benefit of the Owner of the Occupation Tax Revenue Bond and shall be irrevocable.

Section 5.5. Potential Insufficiency of Occupation Tax Revenue. The Authority makes no representations, covenants, or warranties to the Owner of the Occupation Tax Revenue Bond that the Occupation Tax Revenue will be sufficient to pay the principal of and interest on the Occupation Tax Revenue Bond. Payment of the principal of and interest on the Occupation Tax Revenue Bond is limited solely and exclusively to the Occupation Tax Revenue pledged under the terms of this Resolution, and is not payable from any other source whatsoever.

ARTICLE VI

CREATION OF FUNDS AND ACCOUNTS; PAYMENTS THEREFROM

Section 6.1. Creation of Funds and Account. There is hereby created and established by the Authority the following funds and accounts which funds shall be held by the Administrator of the City separate and apart from all other funds and moneys of the City or Authority under his control:

(a) a special trust fund called the “Grand Island Northwest Commons Redevelopment Project Bond Fund” (the “**Special Fund**”), which shall contain a TIF Bond Fund (the “**TIF Bond Fund**”) and an Occupation Tax Bond Fund (“the **Occupation Tax Bond Fund**”), which Accounts shall contain both a Debt Service Subaccount Account and a Surplus Subaccount for each of the TIF Bond and the Occupation Tax Revenue Bond, respectively and which shall be created as special trust accounts; and

(b) a special trust fund called the “Northwest Commons Redevelopment Project Fund” (the “**Project Fund**”) which shall contain a Project Account for each of the TIF Bond (the “**TIF Project Fund**”) and the Occupation Tax Revenue Bond (the “**Occupation Tax Project Fund**”) and which shall be created as special trust accounts.

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

Section 6.2. Special Fund. After all Issuance Costs have been paid, all of the remaining TIF Revenue shall be deposited into the TIF Bond Fund in the Special Fund and all of the remaining Occupation Tax Revenue shall be deposited into the Occupation Tax Bond Fund in the Special Fund. All amounts

accumulated in each Account in the Special Fund shall be used and credited in the following order of priority:

(a) **Debt Service Subaccount.** Credits shall be made into the Debt Service Subaccounts on the Business Day prior to each Interest Payment Date so that the balance in each respective Debt Service Subaccount on an Interest Payment Date shall be equal to the amount of Debt Service due on the corresponding Bond on such Interest Payment Date. Money in each Debt Service Subaccount shall be used solely for the payment of Debt Service on the corresponding Bond as the same becomes due.

(b) **Surplus Subaccount.** After the credits required by **Section 6.2(a)** have been made, the remaining balances in each account in the Special Fund shall be deposited into the corresponding Surplus Subaccount and used and applied by the Authority to (1) redeem principal of the corresponding Bond, or (2) pay costs allowed by the Redevelopment Contract and the Redevelopment Law.

Section 6.3. Project Fund. The Trustee shall disburse moneys on deposit in each account in the Project Fund from time to time to pay or as reimbursement for payment made for the qualified TIF Project Costs or the qualified Enhanced Employment Act Project Costs in each case within **5** Business Days after completion of the steps set forth in **Section 3.3(b)**. Moneys in the TIF Project Fund shall only be used for qualified TIF Project Costs and moneys in the Occupation Tax Project Fund shall only be used for qualified Enhanced Employment Act Project Costs.

ARTICLE VII

COVENANTS OF THE CITY

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

Section 7.1. No Priority. The Authority covenants and agrees that it will not issue any obligations the principal of or interest on which is payable from the TIF Revenue or the Occupation Tax Revenue which have, or purport to have, any lien upon the TIF Revenue or the Occupation Tax Revenue prior or superior to or in parity with the lien of the TIF Bond or the Occupation Tax Revenue Bond, respectively, and the interest thereon; provided, however, that nothing in this Resolution shall prevent the Authority from issuing and selling bonds or other obligations which have, or purport to have, any lien upon the Revenue which is junior to the Bonds and the Debt Service thereon, or from issuing and selling bonds or other obligations which are payable in whole or in part from sources other than the TIF Revenue or the Occupation Tax Revenue.

Section 7.2. To Pay Principal of and Interest on Bonds. The Authority will duly and punctually pay or cause to be paid solely from the TIF Revenue or the Occupation Tax Revenue the principal of and interest on the TIF Bond or the Occupation Tax Revenue Bond, respectively, on the dates and at the places and in the manner provided in the TIF Bond or the Occupation Tax Revenue Bond, respectively, according to the true intent and meaning thereof and hereof, and will faithfully do and perform and fully observe and keep any and all covenants, undertakings, stipulations and provisions contained in the Bonds and in this Resolution.

Section 7.3. Books of Account; Financial Statements. The Authority covenants and agrees that it will at all times keep, or cause to be kept, proper and current books of account (separate from all other records and accounts) in which complete and accurate entries shall be made of all transactions relating to the Project, the TIF Revenue, the Occupation Tax Revenue, and other funds relating to the Project. Within 180 days after the close of each Fiscal Year, the Authority shall cause such books of account to be audited by an independent certified public accountant, which audit may be part of the annual audit of the accounts of the Authority. The audit report shall show in reasonable detail the income and expenses for such Fiscal Year relating to the Project, including the transactions relating to the Special Fund, and a copy of the audit report shall be made available to the Owner upon written request. Each such audit report shall state therein that the auditor has examined and is familiar with the provisions of this Resolution relating to the matters set forth above, and that as to such matters the Authority is in compliance therewith or, if not in compliance therewith, the details of such failure to comply and the action to be taken by the Authority to be in compliance therewith.

Section 7.4. Eminent Domain Proceeds. The Authority covenants and agrees that should all or any part of the Project be taken by eminent domain or other proceedings authorized by law for any public or other use under which the property will be exempt from ad valorem taxation, the net proceeds realized by the Authority therefrom shall constitute Project Revenue and shall be deposited into the TIF Bond Fund in the Special Fund and used for the purposes and in the manner described in **Section 6.2**.

Section 7.5. Protection of Security. The Authority is duly authorized under all applicable laws to create and issue the Bonds and to adopt this Resolution and to pledge the TIF Revenue and the Occupation Tax Revenue in the manner and to the extent provided in this Resolution. The TIF Revenue and the Occupation Tax Revenue so pledged is and will be free and clear of any pledge, lien, charge, security interest or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created by this Resolution, except as otherwise expressly provided herein, and all corporate action on the part of the Authority to that end has been duly and validly taken. The Bonds are and will be a valid obligation of the Authority in accordance with its terms and the terms of this Resolution. The Authority shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of and security interest granted with respect to the TIF Revenue and the Occupation Tax Revenue pledged under this Resolution and all the rights of the Owners under this Resolution against all claims and demands of all persons whomsoever.

ARTICLE VIII

FORM OF BONDS

Section 8.1. Form of Bonds. The Bonds shall be in substantially the following form:

(FORM OF TIF INDEBTEDNESS 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

TAX INCREMENT DEVELOPMENT REVENUE BOND
(GRAND ISLAND NORTHWEST COMMONS PROJECT), SERIES 201_

No. R-1 \$ _____ .00

Date of
Original Issue

Date of
Maturity

Rate of
Interest

December 31, 2030

_.00%

REGISTERED OWNER:

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

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

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

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA

[S E A L]

By: _____
Chairman

By: _____
Secretary

The **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA** (the “**Authority**”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Grand Island, Nebraska (the “**Registrar**”), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in **Schedule 1** at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on May 1 and November 1 of each year until payment in full of such Principal Amount, beginning _____, 201__, by check or draft mailed to the Registered Owner hereof as shown on the bond registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner’s address as it appears on such bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Bond is issued by the Authority under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Authority on _____, 201__, as from time to time amended and supplemented (the “**Resolution**”).

THE PRINCIPAL AMOUNT OF THIS BOND IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS BOND IS \$_____.

IN THE EVENT OF CERTAIN EVENTS OF DEFAULT BY THE REDEVELOPER (AS DEFINED IN THE RESOLUTION), UNDER SECTION 7.02 OF THE REDEVELOPMENT CONTRACT (AS DEFINED IN THE RESOLUTION), THE PRINCIPAL AMOUNT OF THIS BOND SHALL BE OFFSET AND REDUCED BY THE AMOUNT OF ANY GRANT BY THE AUTHORITY TO THE REDEVELOPER OF PROCEEDS OF THIS BOND, AS PROVIDED IN THE REDEVELOPMENT CONTRACT.

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

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

Authority. By the acceptance of this Bond, the Registered Owner assents to all of the provisions of the Resolution.

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

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

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

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

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

redeemed and the accrued interest thereon to the date fixed for redemption shall be held for the purpose of such payment by the Registrar, interest shall cease to accrue and become payable hereon from and after the redemption date.

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

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

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

[The remainder of this page intentionally left blank]

(FORM OF ASSIGNMENT)

ASSIGNMENT

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

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

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

Dated: _____

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

Signature Guaranteed By:

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

By: _____
Title: _____

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SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF GRAND ISLAND, NEBRASKA
GRAND ISLAND NORTHWEST COMMONS PROJECT
TAX INCREMENT DEVELOPMENT REVENUE BOND, SERIES 201_**

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

(FORM OF ENHANCED EMPLOYMENT ACT INDEBTEDNESS 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
(GRAND ISLAND NORTHWEST COMMONS PROJECT), SERIES 201_**

No. R-1

Up to \$_____.00

**Date of
Original Issue**

**Date of
Maturity**

**Rate of
Interest**

December 31, 2035

_.00%

REGISTERED OWNER:

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

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

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

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

[S E A L]

By: _____
Chairman

By: _____
Secretary

The **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA** (the “**Authority**”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Grand Island, Nebraska (the “**Registrar**”), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in **Schedule 1** at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on May 1 and November 1 of each year until payment in full of such Principal Amount, beginning _____, 201__, by check or draft mailed to the Registered Owner hereof as shown on the bond registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner’s address as it appears on such bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Bond is issued by the Authority under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Authority on _____, 201__, as from time to time amended and supplemented (the “**Resolution**”).

THE PRINCIPAL AMOUNT OF THIS BOND IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS BOND IS \$_____.

IN THE EVENT OF CERTAIN EVENTS OF DEFAULT BY THE REDEVELOPER (AS DEFINED IN THE RESOLUTION), UNDER SECTION 7.02 OF THE REDEVELOPMENT CONTRACT (AS DEFINED IN THE RESOLUTION), THE PRINCIPAL AMOUNT OF THIS BOND SHALL BE OFFSET AND REDUCED BY THE AMOUNT OF ANY GRANT BY THE AUTHORITY TO THE REDEVELOPER OF PROCEEDS OF THIS BOND, AS PROVIDED IN THE REDEVELOPMENT CONTRACT.

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 certain other money, funds and securities pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The Enhanced Employment Act Revenue represents the occupation tax revenues generated and collected under the occupation tax authorized by the Bond Resolution and the Occupation Tax Ordinance in accordance with law.

Reference is hereby made to the Bond 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 Occupation Tax Revenue Bond, the Registered Owner assents to all of the provisions of the Resolution.

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

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

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

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

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

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

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

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

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(FORM OF ASSIGNMENT)

ASSIGNMENT

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

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

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

Dated: _____

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

Signature Guaranteed By:

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

By: _____
Title: _____

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SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF GRAND ISLAND, NEBRASKA
GRAND ISLAND NORTHWEST COMMONS PROJECT
OCCUPATION TAX REVENUE BOND, SERIES 201_**

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

ARTICLE IX

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

Section 9.1. Discharge of Liens and Pledges; Bond No Longer Outstanding Hereunder. The obligations of the Authority under this Resolution, including any resolutions or other proceedings supplemental hereto, and the liens, pledges, charges, trusts, assignments, covenants and agreements of the Authority herein or therein made or provided for, shall be fully discharged and satisfied as to the Bonds or any portion thereof, and the Bonds or any portion thereof shall no longer be deemed to be outstanding hereunder and thereunder,

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

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

thereof, plus interest on such principal to the due date thereof (whether such due date be by reason of maturity or upon redemption or prepayment, or otherwise), either (1) shall have been made or caused to be made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Registrar for the Bonds, in trust and irrevocably set aside exclusively for such payment money sufficient to make such payment.

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

At such time as any Bond or portion thereof shall no longer be outstanding hereunder, as provided, such Bond or portion thereof shall cease to draw interest from the due date thereof (whether such due date be by reason of maturity or upon redemption or prepayment or otherwise) and, except for the purposes of any such payment from such money, such Bond or portion thereof shall no longer be secured by or entitled to the benefits of this Resolution.

Anything in this Resolution to the contrary notwithstanding, if money has been deposited or set aside with the Registrar pursuant to this **Section 9.1** for the payment of any Bond and such Bond shall not have in fact been actually paid in full, no amendment to the provisions of this **Section 9.1** shall be valid as to or binding upon the Owner thereof without the consent of such Owner.

Section 9.2. Certain Limitations After Due Date. If sufficient money shall have been deposited in accordance with the terms hereof with the Registrar in trust for the purpose of paying the Bonds or any portion thereof and the accrued interest thereon when the same becomes due, whether at maturity or upon earlier redemption, all liability of the Authority for such payment shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Registrar to hold such money, without liability to the Owners for interest thereon, in trust for the benefit of the Owners, who thereafter shall be restricted exclusively to such money for any claim for such payment of whatsoever nature on his part.

Notwithstanding the provisions of the preceding paragraph of this **Section 9.2**, money held by the Registrar in trust for the payment and discharge of the principal of and accrued interest on any Bond which remain unclaimed for five years after the date on which such payment shall have become due and payable, either because the Bonds shall have reached their maturity date or because the entire principal balance of the Bonds shall have been called for redemption, if such money was held by the Registrar or such paying agent at such date, or for five years after the date of deposit of such money, if deposited with the Registrar after the date when such Bond became due and payable, shall, at the written request of the Authority be repaid by the Registrar to the Authority as the Authority's property and free from the trust created by this Resolution, and the Registrar shall thereupon be released and discharged with respect thereto, and the Owner thereof shall look only to the Authority for the payment thereof.

ARTICLE X

AMENDING AND SUPPLEMENTING OF RESOLUTION

Section 10.1. Amending and Supplementing of Resolution Without Consent of Owners. The Authority may at any time without the consent or concurrence of the Owners of the Bonds adopt a resolution amendatory hereof or supplemental hereto if the provisions of such supplemental resolution do not materially adversely affect the rights of the Owners of the Bonds, for any one or more of the following purposes:

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

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

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

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

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

The Authority shall not adopt any supplemental resolution authorized by the foregoing provisions of this **Section 10.1** unless in the opinion of counsel the adoption of such supplemental resolution is permitted by the foregoing provisions of this **Section 10.1** and the provisions of such supplemental resolution do not materially and adversely affect the rights of the Owners of the Bonds.

Section 10.2. Amending and Supplementing of Resolution with Consent of Owners. With the consent of the Owners of not less than a majority in principal amount of the Bonds then outstanding, the Authority from time to time and at any time may adopt a resolution amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Resolution, or modifying or amending the rights and obligations of the Authority under this Resolution, or modifying or amending in any manner the rights of the Owners of the Bonds then outstanding; provided, however, that, without the specific consent of the Owner of each such Bond which would be affected thereby, no supplemental resolution amending or supplementing the provisions hereof shall: (a) change the fixed maturity date for the payment of interest thereon or the terms of the redemption thereof, or reduce the principal amount of any Bond or the rate of interest thereon or the Redemption Price payable upon the redemption or prepayment thereof; (b) reduce the percentage of Bonds, the Owners of which are required to consent to any supplemental resolution amending or supplementing the provisions of this Resolution; (c) give to any Bond or Bonds any preference over any other Bond or Bonds secured hereby; (d) authorize the creation of any pledge of the Revenue and other money and securities pledged hereunder, prior, superior or equal to the pledge of and lien and charge thereon created herein for the payment of the Bonds except to the extent provided in **Articles III** and **V**; or (e) deprive any Owner of the Bonds in any material respect of the security afforded by this Resolution. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the Owners of the Bonds of the adoption of any supplemental resolution authorized by the provisions of **Section 10.1**.

It shall not be necessary that the consents of the Owners of the Bonds approve the particular form of wording of the proposed amendment or supplement or of the proposed supplemental resolution effecting such amendment or supplement, but it shall be sufficient if such consents approve the substance of the proposed amendment or supplement. After the Owners of the required percentage of Bonds shall have filed their consents to the amending or supplementing hereof pursuant to this Section, the Authority may adopt such supplemental resolution.

Section 10.3. Effectiveness of Supplemental Resolution. Upon the adoption (pursuant to this Article X and applicable law) by the Authority of any supplemental resolution amending or supplementing the provisions of this Resolution or upon such later date as may be specified in such supplemental resolution, (a) this Resolution and the Bonds shall be modified and amended in accordance with such supplemental resolution, (b) the respective rights, limitations of rights, obligations, duties and immunities under this Resolution and the Owners of the Bonds shall thereafter be determined, exercised and enforced under this Resolution subject in all respects to such modifications and amendments, and (c) all of the terms and conditions of any such supplemental resolution shall be a part of the terms and conditions of the Bonds and of this Resolution for any and all purposes.

ARTICLE XI

MISCELLANEOUS

Section 11.1. General and Specific Authorizations; Ratification of Prior Actions. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Authority hereby (a) authorizes and directs the Chair, Vice-Chair, Secretary, Administrator, and all other officers, officials, employees and agents of the City and Authority to carry out or cause to be carried out, and to perform such obligations of the Authority and such other actions as they, or any of them, in consultation with bond counsel, the Owner and its counsel shall consider necessary, advisable, desirable or appropriate in connection with this Resolution, including without limitation the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Administrator the right, power and authority to exercise his independent judgment and absolute discretion in (1) determining and finalizing all terms and provisions to be carried by the Bonds not specifically set forth in this Resolution and (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by the Administrator or by any such other officers, officials, employees or agents of the City or Authority of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of the Authority's approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the Authority and the authorization, approval and ratification by the Authority of the documents, instruments, certifications and opinions so executed and the actions so taken.

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

Section 11.2. Proceedings Constitute Contract; Enforcement Thereof. The provisions of this Resolution shall constitute a contract between the Authority and the Owners and the provisions thereof shall be enforceable by the Owners by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

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

Section 11.3. Benefits of Resolution Limited to the Authority and the Owners. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Bonds is intended or should be construed to confer upon or give to any person other than the Authority and the Owners of the Bonds any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, agreement or provision herein contained. The Resolution and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the Authority and the Owner from time to time of the Bonds as herein and therein provided.

Section 11.4. No Personal Liability. No officer or employee of the City or the Authority shall be individually or personally liable for the payment of the principal of or interest on any Bond. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 11.5. Effect of Saturdays, Sundays and Legal Holidays. Whenever this Resolution requires any action to be taken on a Saturday, Sunday or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Resolution the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 11.6. Partial Invalidity. If any one or more of the covenants or agreements or portions thereof provided in this Resolution on the part of the Authority or the Registrar to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Bonds, but the Owner of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

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

Section 11.7. Law and Place of Enforcement of this Resolution. The Resolution shall be construed and interpreted in accordance with the laws of the State. All suits and actions arising out of this Resolution shall be instituted in a court of competent jurisdiction in the State except to the extent necessary for enforcement, by any trustee or receiver appointed by or pursuant to the provisions of this Resolution, or remedies under this Resolution.

Section 11.8. Effect of Article and Section Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Resolution.

Section 11.9. Repeal of Inconsistent Resolution. Any resolution of the Authority, and any part of any resolution, inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

Section 11.10. Publication and Effectiveness of this Resolution. This Resolution shall be in full force and effect from and after its publication in pamphlet form as provided by law.

[The remainder of this page intentionally left blank.]

DATED: December ____, 2014.

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

ATTEST:

By: _____
Secretary

By: _____
Chair

By: _____
Member

By: _____
Member

By: _____
Member

By: _____
Member