PROMISSORY NOTE

Grand Island, Nebraska

\$2,369,723.00 July 28, 2016.

The undersigned, for value received, hereby promises to pay to the City of Grand Island, Nebraska (hereinafter called "Holder"), at its offices at 100 East First Street, Grand Island, Nebraska the sum of Two Million Three Hundred Sixty-nine Thousand Seven Hundred Twenty-three and no/100th Dollars (\$2,369,723.00) plus interest on the unpaid balance at the rate of 2.5% per annum in semi-annual installments in the amount of \$60,000.00 principal plus accrued interest commencing December 1, 2016 and on each June 1 and December 1 thereafter (except the last payment shall be the unpaid balance) until paid in full as provided by the payment schedule attached hereto, marked as "Exhibit A", and incorporated herein.

Acceleration Upon Default. At the option of the Holder hereof, this note and all other liabilities of the undersigned (hereinafter called the "Maker") to the Holder howsoever created, whether now existing or hereafter arising and whether due or to become due (this note and all such other liabilities being hereinafter called the "Obligations"), shall become immediately due and payable without notice or demand upon the occurrence of any of the event of default.

Waiver. No delay or omission on the part of the Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this note. A waiver on any one occasion shall not be construed as a bar to or waiver of any right and/or remedy on any future occasion.

Waiver of Protest. Every Maker, endorser and guarantor of this note, or the obligations represented hereby, expressly waives presentment, protest, demand, notice of dishonor or default, and notice of any kind with respect to this note or any guaranty of this note or the performance of the obligations under this note or any guarantee of this note. No renewal or extension of this note, no release or surrender on any collateral or other security for this note or any guaranty of this note, no release of any person, primarily or secondarily liable on this note (including any Maker, endorser or guarantor), no delay in the enforcement of payment of this note or any guaranty of this note, and no delay or omission in exercising any right or power under this note or any guaranty of this note shall affect the liability of any Maker, endorser or guarantor of this note.

Meaning of Terms. As herein used the word "Holder" shall mean the payee or other endorsee of this note, who is in possession of it, or the bearer hereof, if this note is at the time payable to the bearer. As used herein the word "Maker" shall mean the undersigned.

SANITARY AND IMPROVEMENT DISTRICT NO. 2, HALL COUNTY, NEBRASKA

[attest]

By:

Clerk of the District

Exhibit "A"

Interest Rate: 2.5 per cent per annum

Payment Date	Principal	<u>Interest</u>	Tot	al Payment	<u>Balance</u>
12/1/2016	\$60,000.00	\$19,801.79	\$	79,801.79	\$ 2,309,723.00
6/1/2017	\$60,000.00	\$28,871.54	\$	88,871.54	\$ 2,249,723.00
12/1/2017	\$60,000.00	\$28,121.54	\$	88,121.54	\$ 2,189,723.00
6/1/2018	\$60,000.00	\$27,371.54	\$	87,371.54	\$ 2,129,723.00
12/1/2018	\$60,000.00	\$26,621.54	\$	86,621.54	\$ 2,069,723.00
6/1/2019	\$60,000.00	\$ 25,871.54	\$	85,871.54	\$ 2,009,723.00
12/1/2019	\$60,000.00	\$25,121.54	\$	85,121.54	\$1,949,723.00
6/1/2020	\$60,000.00	\$24,371.54	\$	84,371.54	\$ 1,889,723.00
12/1/2020	\$60,000.00	\$23,621.54	\$	83,621.54	\$ 1,829,723.00
6/1/2021	\$60,000.00	\$22,871.54	\$	82,871.54	\$ 1,769,723.00
12/1/2021	\$60,000.00	\$22,121.54	\$	82,121.54	\$ 1,709,723.00
6/1/2022	\$60,000.00	\$21,371.54	\$	81,371.54	\$ 1,649,723.00
12/1/2022	\$60,000.00	\$20,621.54	\$	80,621.54	\$ 1,589,723.00
6/1/2023	\$60,000.00	\$19,871.54	\$	79,871.54	\$ 1,529,723.00
12/1/2023	\$60,000.00	\$19,121.54	\$	79,121.54	\$ 1,469,723.00
6/1/2024	\$60,000.00	\$18,371.54	\$	78,371.54	\$ 1,409,723.00
12/1/2024	\$60,000.00	\$17,621.54	\$	77,621.54	\$ 1,349,723.00
6/1/2025	\$60,000.00	\$16,871.54	\$	76,871.54	\$ 1,289,723.00
12/1/2025	\$60,000.00	\$16,121.54	\$	76,121.54	\$ 1,229,723.00
6/1/2026	\$60,000.00	\$15,371.54	\$	75,371.54	\$ 1,169,723.00
12/1/2026	\$60,000.00	\$14,621.54	\$	74,621.54	\$ 1,109,723.00
6/1/2027	\$60,000.00	\$13,871.54	\$	73,871.54	\$ 1,049,723.00
12/1/2027	\$60,000.00	\$13,121.54	\$	73,121.54	\$ 989,723.00
6/1/2028	\$60,000.00	\$12,371.54	\$	72,371.54	\$ 929,723.00
12/1/2028	\$60,000.00	\$11,621.54	\$	71,621.54	\$ 869,723.00
6/1/2029	\$60,000.00	\$10,871.54	\$	70,871.54	\$ 809,723.00
12/1/2029	\$60,000.00	\$ 10,121.54	\$	70,121.54	\$ 749,723.00
6/1/2030	\$60,000.00	\$ 9,371.54	\$	69,371.54	\$ 689,723.00
12/1/2030	\$60,000.00	\$ 8,621.54	\$	68,621.54	\$ 629,723.00
6/1/2031	\$60,000.00	\$ 7,871.54	\$	67,871.54	\$ 569,723.00
12/1/2031	\$60,000.00	\$ 7,121.54	\$	67,121.54	\$ 509,723.00
6/1/2032	\$60,000.00	\$ 6,371.54	\$	66,371.54	\$ 449,723.00
	\$60,000.00	\$ 5,621.54	\$	65,621.54	\$ 389,723.00
	\$60,000.00	\$ 4,871.54	\$	64,871.54	\$ 329,723.00
	\$60,000.00	\$ 4,121.54	\$	64,121.54	\$ 269,723.00
	\$60,000.00	\$ 3,371.54	\$	63,371.54	\$ 209,723.00
12/1/2034	\$60,000.00	\$ 2,621.54	\$	62,621.54	\$ 149,723.00
6/1/2035	\$60,000.00	\$ 1,871.54	\$	61,871.54	\$ 89,723.00
12/1/2035	\$60,000.00	\$ 1,121.54	\$	61,121.54	\$ 29,723.00
6/1/2036	\$29,723.00	\$ 371.54	\$	30,094.54	\$ -