

LOAN AND PROMISSORY NOTE MODIFICATION AGREEMENT

This modification (“**Modification**”) made and entered into as of the date of the last signature below, to a Loan Agreement between Greater Lexington Corporation, a Nebraska Corporation (“**Borrower**”), and City of Lexington, a Nebraska Municipal Corporation (“**Lender**”).

RECITALS

A. The Parties entered into a Loan Agreement (“**Agreement**”) on April 15, 2022;

B. The Borrower executed a Promissory Note (“**Note**”) on April 15, 2022 regarding the repayment of said loan from the Lender; and

B. The Parties desire to modify the Agreement and Note upon the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, AND EACH OF THE PARTIES, INTENDING TO BE LEGALLY BOUND HEREBY, IT IS AGREED AS FOLLOWS:

1. **Ratification**. The Parties acknowledge each of the foregoing recitations and adopt the same as material parts of this Modification.

2. **Additional**. The Agreement is hereby modified as follows:

A. **Section 1 – 1.01 The Loan and Rate** is amended and restated as follows:

Subject to the terms and conditions of this Agreement and the approval of the Lexington City Council, the Lender agrees to loan the sum of up to \$900,000 through a line of credit, to be repaid in full on April 1, 2024 to include interest at 1.0% per annum.

3. **Modification of Note**. The Note is hereby modified to extend the maturity date to April 1, 2024.

4. **Confirmation**. Except as herein amended and modified, all of the terms and conditions of the Agreement and Note executed on April 15, 2022, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have set their hands to this Modification the _____ day of _____, 2023.

Lender:

City of Lexington

Date: _____

By _____
City Manager

Borrower:

Greater Lexington Corporation, a Nebraska
Corporation

Date: _____

By _____
Vice-President