

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 McFarland Family Farms, L.L.C., a Nebraska Limited Liability Company (“**Borrower**”), and City of Lexington, a Nebraska Municipal Corporation (“**Lender**”).

RECITALS

A. The Parties entered into a Loan Agreement (“**Agreement**”) on April 12, 2017;

B. The Borrower executed a Promissory Note (“**Note**”) on April 12, 2017 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 \$260,000.00, to be repaid as follows: \$26,000.00 on April 12, 2018, April 12, 2019, April 12, 2020, April 12, 2021, and April 12, 2022. Then, \$10,000.00 per annum for six (6) years and \$17,500.00 per annum for four (4) years thereafter. Said payments shall be due on April 12 of each year. Each payment to include interest at 0.0% per annum. If the date of payment falls on a Federal Bank Holiday or weekend, the payment shall be made the following business day.

3. **Modification of Note**. The Note is hereby modified to extend the maturity date to April 12, 2032. The amount and date of each payment shall be \$26,000.00 on April 12, 2018, April 12, 2019, April 12, 2020, April 12, 2021, and April 12,

2022. Then, \$10,000.00 per annum for six (6) years and \$17,500.00 per annum for four (4) years thereafter

4. **Confirmation.** Except as herein amended and modified, all of the terms and conditions of the Agreement and Note executed on April 12, 2017, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have set their hands to this Modification the _____ day of _____, 2022.

Lender:

City of Lexington

Date: _____

By _____
City Manager

Borrower:

McFarland Family Farms, L.L.C., a Nebraska
Limited Liability Company

Date: _____

By _____
Managing Member