

**PROMISSORY NOTE
(Northern Estates Addition)**

\$ _____

Date: _____, 201__

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned, _____ (the "Borrower"), do jointly and severally hereby promise and agree to pay to the order of the City of Arapahoe, Nebraska, a public body corporate and politic ("Lender"), the principal sum of _____ and No/100 Dollars (\$ _____), pursuant to the terms of this Note.

This Promissory Note has been executed to provide for the payment obligations set forth in the Real Estate Purchase Agreement between Borrower and Lender dated _____, 201__ (the "Purchase Agreement"), and the terms of the Purchase Agreement are incorporated herein. This Promissory Note and the amount due hereunder may be forgiven in part or in full pursuant to the terms and conditions set forth in Paragraph 4 of the Purchase Agreement.

All amounts due hereunder and not forgiven pursuant to Paragraph 4 of the Purchase Agreement shall immediately be due in full on the earlier of: (i) the Completion Date as defined in the Purchase Agreement; or (ii) the date two (2) years after the date of this Promissory Note.

The Borrower shall be deemed to be in default upon the occurrence of any of the following events of default: (i) any payment due hereunder is not paid within five (5) days of its due date; (ii) or if there is a breach or default by the Borrower of any of the obligations under this Promissory Note; (iii) the death of Borrower; (iv) the making of an assignment for the benefit of Creditors by any party primarily and directly liable for the payment of this Note or the voluntary appointment (at the request of any such party or the consent of any such party) of a receiver, custodian, liquidator or trustee in bankruptcy of any such parties property or by the filing of any such party of a Petition in Bankruptcy or other similar proceeding under the law for the relief of debtors; or (v) a filing against any party primarily and directly liable for the payment of this note, either as maker, endorser, guarantor, surety, or otherwise of a Petition in Bankruptcy or other similar proceeding under the laws for the relief of debtors or the involuntary appointment of a receiver, custodian, liquidator, or trustee in bankruptcy of the property of any such party, and such petition or appointment is not vacated or discharged with in sixty (60) days after the filing or making thereof.

In the event of default, Lender may, but is not required to, without notice, declare the entire unpaid balance hereunder to be immediately due and payable, whereupon that portion of the principal balance which may from time to time remain unpaid shall bear interest at a rate of ten percent (10%) per annum or, if less, the maximum legal rate permitted by law, until all amounts due hereunder are paid in full and Lender shall, without limitation, be entitled to immediate payment of such amount, together with the interest accrued thereon, and all other amounts due hereunder. The foregoing right of acceleration is in addition to and not in limitation or derogation of any other right or remedy available to Lender hereunder, or otherwise at

law or in equity, all of which shall remain available to Lender and be exercisable by Lender concurrently or independently.

If the Lender or any other holder hereof expends any effort in any attempt to enforce payment of all or any part of any sum due the Lender or any other holder hereunder, or if this Note is placed in the hands of an attorney for collection, or if it is collected through any legal proceedings, Borrower agrees to pay all collection costs and fees incurred by the Lender or any other holder, including court costs and reasonable attorneys' fees to the maximum extent permitted by law.

The Borrower and any surety, guarantor, endorser and other party liable for payment of any sums of money payable on this Note, waive presentment and demand for payment, protest, notice of protest and nonpayment or dishonor, notice of acceleration and notice of intent to accelerate, diligence in collecting and grace, and consent to all extensions, without notice for any period or periods of time and partial payments, before or after maturity, without prejudice to the Lender or any other holder. The Lender or any other holder shall similarly have the right to deal in any way, at any time, with one or more of the foregoing parties without notice to any other party and without in any way affecting the personal liability of any party hereunder.

The Borrower hereby acknowledges and agrees that any action commenced by the Lender to enforce this Promissory Note may be initiated in the District Court for Furnas County, Nebraska and the Borrower hereby consents to the jurisdiction of said court and hereby waives any right to contest subject matter jurisdiction, personal jurisdiction, or venue in said court. The Borrower knowingly, irrevocably, voluntarily and intentionally waives any right the Borrower may have to a trial by jury in respect to any action, proceeding or counterclaim based on this Promissory Note, or arising out of, under or in connection with this Promissory Note, or any other loan documents or any course of conduct, course of dealing, statement (whether verbal or written) or actions of any party hereto or to any loan document. This provision is a material inducement for Borrower and Lender to enter into the loan transaction evidenced by this Promissory Note.

THIS NOTE REPRESENTS THE FINAL AND ENTIRE AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREOF, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, SUBSEQUENT OR CONTEMPORANEOUS ORAL AGREEMENTS. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

NOTICE IS HEREBY GIVEN TO BORROWER THAT A CREDIT AGREEMENT MUST BE IN WRITING TO BE ENFORCEABLE UNDER NEBRASKA LAW. TO PROTECT THE BORROWER AND LENDER FROM ANY MISUNDERSTANDINGS OR DISAPPOINTMENTS, IT IS EXPRESSLY AGREED THAT ANY CONTRACT, PROMISE, OR UNDERTAKING, OR OFFER TO FORBEAR REPAYMENT OF MONEY, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION IN CONNECTION WITH THIS NOTE, OR OF ANY AMENDMENT OF, CANCELLATION OF, WAIVER OF, OR SUBSTITUTION FOR ANY OR ALL OF THE TERMS OR PROVISIONS HEREOF MUST BE IN WRITING AND BE SIGNED BY THE PARTIES HERETO TO BE EFFECTIVE.

If more than one person executes this Promissory Note as Borrower, then all obligations of the Borrower, and all references to the Borrower in this Note, shall apply and shall be enforceable jointly and severally against each of the Borrowers.

This Promissory Note is made and delivered in the State of Nebraska and shall be governed and construed in accordance with the laws of this state.

Executed as of the date first above written.

“BORROWER”
