RESOLUTION AWARDING BID FOR FINANCING FOR NINE (9) 2018 FORD UTILITY POLICE INTERCEPTORS FOR THE SHERIFF’S OFFICE

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for financing of the nine (9) 2018 Ford Utility Police Interceptors has been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, be it resolved by this Board of County Commissioners that:

I. The low bid of American National Bank for the Financing Nine (9) 2018 Ford Utility Police Interceptors for an Interest Rate – 3.08% and estimated monthly payments of $11,493.06 is accepted, ratified, and confirmed.

II. The Sarpy County Fiscal Administrator is hereby authorized and directed to execute such ancillary documents as may be required to evidence the loan and take any and all steps necessary or required in order to carry out the terms of such loan.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 10th day of July, 2018.

ATTEST:

__________________________________
Sarpy County Board Chairman

__________________________________
Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners
From: Beth Garber
Re: Award Financing Bid

On June 22, 2018, three (3) bids were received for the financing of nine (9) 2018 Ford Utility Police Interceptors for the Sheriff’s Office. After reviewing the bids, it is recommended the bid be awarded to the low bidder, American National Bank, for an interest rate of 3.08% with 24 estimated monthly payments of $11,493.06. The total amount financed will be $267,039.00. The cruisers were purchased off the State contract earlier this year with delivery in late June, 2018.

Please feel free to contact me with any questions at bgarber@sarpy.com.

July 2, 2018
Beth Garber

cc: Deb Houghtaling
    Dan Hoins
    Scott Bovick
    Brian Hanson
Event Number: 2018-0129
Event Title: Financing for Nine 2018 Ford Utility Police Interceptors
Event Description: RFP Invite
Issue Date: 6/5/2018 11:17:22 AM (CT)
Close Date: 6/22/2018 12:00:00 PM (CT)
Organization: Sarpy County
Workgroup: Purchasing
Event Owner: Beth Garber
Email: bgarber@sarpy.co
Phone: (402) 593-4476 x
Fax:

<table>
<thead>
<tr>
<th>Responding Supplier</th>
<th>City</th>
<th>State</th>
<th>Interest Rate</th>
<th>Monthly Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pinnacle Bank</td>
<td>Papillion</td>
<td>NE</td>
<td>4.50%</td>
<td>$11,656.14</td>
</tr>
<tr>
<td>Charter West Bank</td>
<td>Papillion</td>
<td>NE</td>
<td>3.59%</td>
<td>$11,548.00</td>
</tr>
<tr>
<td>American National Bank</td>
<td>Omaha</td>
<td>NE</td>
<td>3.08%</td>
<td>$11,493.06</td>
</tr>
</tbody>
</table>
Sarpy County eBid (Purchasing)
Supplier Response

Bid Information
Bid Creator: Beth Garber Purchaser
Email: bgarber@sarpy.com
Phone: (402) 593-4476 x
Fax:
Bid Number: 2018-0129
Title: Financing for Nine 2018 Ford Utility Police Interceptors
Type: RFP Invite
Issue Date: 6/5/2018 11:17 AM (CT)
Close Date: 6/22/2018 12:00:00 PM (CT)

Contact Information
Address: 1210 Golden Gate Dr.
Contact: Beth Garber Purchaser
Department: Building
Floor/Room: 
Telephone: (402) 593-4476 x
Fax:
Email: bgarber@sarpy.com

Ship to Information
Address: 1210 Golden Gate Dr.
Contact: Fiscal Administration
Department: Building
Floor/Room: 
Telephone:
Fax:
Email:

Supplier Information
Company: American National Bank
Address: 8990 W Dodge Rd
Omaha, NE 68114
Contact
Department: 
Building: 
Floor/Room: 
Telephone: (402) 399-5000
Fax:
Email:
Submitted: 6/7/2018 10:45:49 AM (CT)
Total: $0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature: Ryan Meyer
Email: rmeyer@anbank.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes
Please review the following and respond where necessary

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Note</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Financing Request</td>
<td>Sarpy County is soliciting proposals for the financing for nine (9) 2018 Ford Utility Police Cruisers for the Sheriff’s Road Patrol. The total amount financed will be $267,039.00 for a period of twenty-four (24) months. Interest rates must be fixed and payments should be calculated based on a twenty-four month period. Loan closing will be approximately June 30, 2018. Financing must be a regular bank loan/promissory note and not a lease/purchase agreement. This loan will not be bank qualified under Section 265 of the Internal Revenue Code of 1986.</td>
<td>Acknowledged</td>
</tr>
<tr>
<td>2</td>
<td>Proposal Opening</td>
<td>Proposals will be publicly opened at 2:00 p.m. on Friday, June 22, 2018 in the Sarpy County Administration Conference Room located at 1210 Golden Gate Drive, Papillion, NE 68046.</td>
<td>(No Response Required)</td>
</tr>
<tr>
<td>3</td>
<td>Interest Rate</td>
<td>3.08%</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Monthly Payment</td>
<td>$11,493.06</td>
<td></td>
</tr>
</tbody>
</table>
Sarpy County, Nebraska
Financing of Police Cruisers
For The
Sheriff's Office
Request for Proposals

Sarpy County, Nebraska is seeking proposals for Financing of nine (9) 2018 Ford Utility Police Cruisers for the Sheriff’s Office. Bids will be accepted Monday through Friday 8:00 a.m. to 4:45 p.m., except holidays, until 2:00 p.m., Friday, June 22, 2018. Bids shall be submitted online using the Sarpy County online bid system. Bids will be publicly opened and read aloud at 2:00 p.m., Friday, June 22, 2018, in the Sarpy County Administration Conference Room, at 1210 Golden Gate Drive, Papillion, NE 68046.

Bidding criteria must be received from Beth Garber at bgarber@sarpy.com. Vendors that obtain specifications from the internet sites are responsible for obtaining any addendums that may be added at a later time.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

Debra J. Houghtaling
Sarpy County Clerk
2102819; 6/13, 6/20

<table>
<thead>
<tr>
<th>Product</th>
<th>Placement</th>
<th>First Date</th>
<th>Last Date</th>
<th>Insertions</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>SNI Classified</td>
<td>Bellevue Legals</td>
<td>06/13/2018</td>
<td>06/20/2018</td>
<td>2</td>
<td>18.64</td>
</tr>
<tr>
<td>SNI Classified</td>
<td>Gretna Legals</td>
<td>06/13/2018</td>
<td>06/20/2018</td>
<td>2</td>
<td>0.00</td>
</tr>
<tr>
<td>SNI Classified</td>
<td>Papillion Legals</td>
<td>06/13/2018</td>
<td>06/20/2018</td>
<td>2</td>
<td>10.20</td>
</tr>
<tr>
<td>SNI Classified</td>
<td>Springfield Legals</td>
<td>06/13/2018</td>
<td>06/20/2018</td>
<td>2</td>
<td>0.00</td>
</tr>
</tbody>
</table>
Action by the Sarpy County Board of Commissioners at their July 10, 2018 meeting is as follows:

**Resolution 2018-201**: Award low bid for financing for nine (9) 2018 Ford Utility Police Interceptors for the Sheriff’s Office to American National Bank at an interest rate of 3.08% with 24 estimated monthly payments of $11,493.06. Beth Garber, Senior Buyer/Contract Administrator

**MOTION**: Thompson resolved, seconded by Warren, to approve the resolution and award the low bid to American National Bank, as attached to the resolution. Ayes: Kelly, Thompson, Zuger, Mixan & Warren. Nays: None.

Thank you for your participation in our bidding process. If required by specifications, please provide any bonds, insurance certificates or other referenced documentation prior to beginning work under this agreement.

If you have any questions regarding the bidding process or contracts, please contact Beth Garber in the Purchasing Department at 593-4476.

Thank you,

**Deb Houghtaling**
Deb Houghtaling
Sarpy County Clerk
Deb@sarpy.com
(by Kendra Koehler, Admin. Assistant)
(402) 593-4155
Fax: (402) 593-4471
GOVERNMENTAL CERTIFICATE

<table>
<thead>
<tr>
<th>Principal</th>
<th>Loan Date</th>
<th>Maturity</th>
<th>Loan No</th>
<th>Call / Coll</th>
<th>Account</th>
<th>Officer</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>$267,039.00</td>
<td>07-13-2018</td>
<td>08-01-2020</td>
<td>350066957</td>
<td>17</td>
<td>2102-1</td>
<td>2887</td>
<td></td>
</tr>
</tbody>
</table>

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Entity: Sarpy County
8335 Platteview Rd
Papillion, NE 68046

Lender: American National Bank
Corporate Banking
8990 W Dodge Rd
Omaha, NE 68114

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE ENTITY'S EXISTENCE. The complete and correct name of the governmental entity is Sarpy County ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Nebraska. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 8335 Platteview Rd, Papillion, NE 68046. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

CERTIFICATES ADOPTED. At a meeting of the appropriate governing body of the Entity, duly called and held on July 13, 2018, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

OFFICIAL. The following named person is an Official of Sarpy County:

<table>
<thead>
<tr>
<th>NAMES</th>
<th>TITLES</th>
<th>AUTHORIZED</th>
<th>ACTUAL SIGNATURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian Hanson</td>
<td>Fiscal Administrator of Sarpy County</td>
<td>Y</td>
<td>X Brian Hanson</td>
</tr>
</tbody>
</table>

ACTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Entity:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money as in his or her judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Entity to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as he or she may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as the Official may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

ASSUMED BUSINESS NAMES. The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: None.

NOTICES TO LENDER. The Entity will promptly notify LENDER in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES. The Official named above is duly elected, appointed, or employed by or for the
Entity, as the case may be, and occupies the position set opposite his or her respective name. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender’s address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity’s agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signature set opposite the name listed above is his or her genuine signature.

I have read all the provisions of this Certificate, and I personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated July 13, 2018.

CERTIFIED TO AND ATTESTED BY:

[Signature]
Brian Hanson, Fiscal Administrator of Sarpy County
of Sarpy County

NOTE: If the Official signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity’s behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.
### PROMISSORY NOTE

**Borrower:** Sarpy County  
8335 W 40th Rd  
Papillion, NE 68064

**Lender:** American National Bank  
Corporate Banking  
500 W Dodge Rd  
Omaha, NE 68114

**Principal Amount:** $267,039.00  
**Loan Date:** 07-13-2018  
**Maturity:** 08-01-2020  
**Loan No:** 350066957  
**Call I Coll:** 17  
**Account:** 2102-1  
**Officer:** 2887

**Date of Note:** July 13, 2018

**PROMISE TO PAY.** Sarpy County ("Borrower") promises to pay to American National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Sixty-seven Thousand Thirty-nine & 00/100 Dollars ($267,039.00), together with interest on the unpaid principal balance from July 13, 2018, until paid in full.

**PAYMENT.** Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 23 monthly consecutive principal and interest payments of $11,493.06 each, beginning September 1, 2018, with interest calculated on the unpaid principal balances using an interest rate of 3.080% per annum based on a year of 360 days, and one principal and interest payment of $11,940.84 on August 1, 2020, with interest calculated on the unpaid principal balances using an interest rate of 3.080% per annum based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled: the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any escrow or reserve account balances, as called for under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender’s address shown above or at such other place as Lender may designate in writing. All payments must be made in U.S. dollars and must be received by Lender consistent with any written payment instructions provided by Lender. If a payment is made consistent with Lender’s payment instructions but received after 5:00 PM Central Time, Lender will credit Borrower’s payment on the next business day.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

**PREPAYMENT.** Borrower may make prepayment without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower’s obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower’s making fewer payments. Borrower agrees not to send Lender payments marked "paid in full," "without recourse," or "subject to cancellation". If Borrower sends such a payment, Lender may accept it without losing any of Lender’s rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: American National Bank, Corporate Banking, 8990 W Dodge Rd, Omaha, NE 68114.

**LATE CHARGE.** If a payment is 12 days or more late, Borrower will be charged 7.000% of the unpaid portion of the regularly scheduled payment or $100.00, whichever is greater.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 18.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

- **Payment Default.** Borrower fails to make any payment when due under this Note.
- **Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.
- **Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower’s property or Borrower’s ability to repay this Note or perform Borrower’s obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower’s behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower’s existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower’s property, any assignment for the benefit of creditors, any type of corporate reorganization, or any bankruptcy proceedings by or against Borrower or any bankruptcy proceedings by or against any Grantor or anyone related to Borrower or any of the other parties to the financing or advancement of the loan and/or any accounts of Borrower or any Grantor or any accounts of any of Borrower’s related parties or any related parties to any of the above...

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower’s accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for disputed proceedings.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Adverse Change.** A material adverse change occurs in Borrower’s financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**LENDER’S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS’ FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender’s attorneys’ fees and Lender’s legal expenses, whether or not there is a lawsuit, including attorney’s fees for expenses of bankruptcy proceedings (including without limitation, any debtor in possession or trustee) to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Nebraska.

**DISHONORED ITEM FEE.** Borrower will pay a fee to Lender of $25.00 if Borrower makes a payment on Borrower’s loan and the check or preauthorized charge with which Borrower pays is later dishonored.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower’s accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

**COLLATERAL.** Borrower acknowledges this Note is secured by Commercial Security Agreement dated July 13, 2018, on 2018 Ford Utility.
PROMISSORY NOTE (Continued)

Loan No: 350066957


SUCCESSION INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower’s heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender’s security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

SARPY COUNTY

By:

Brian Hanson
Fiscal Administrator of Sarpy County of Sarpy County

LENDER:

AMERICAN NATIONAL BANK

Authorized Signer
# AMORTIZATION SCHEDULE

**Borrower:** Sarpy County  
8335 Platteview Rd  
Papillion, NE 68046

**Lender:** American National Bank  
Corporate Banking  
9990 W Dodge Rd  
Omaha, NE 68114

<table>
<thead>
<tr>
<th>Payment Number</th>
<th>Payment Date</th>
<th>Payment Amount</th>
<th>Interest Paid</th>
<th>Principal Paid</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>09-01-2018</td>
<td>11,493.06</td>
<td>1,142.33</td>
<td>10,350.73</td>
<td>256,688.27</td>
</tr>
<tr>
<td>2</td>
<td>10-01-2018</td>
<td>11,493.06</td>
<td>658.83</td>
<td>10,834.23</td>
<td>245,854.04</td>
</tr>
<tr>
<td>3</td>
<td>11-01-2018</td>
<td>11,493.06</td>
<td>652.06</td>
<td>10,841.00</td>
<td>235,013.04</td>
</tr>
<tr>
<td>4</td>
<td>12-01-2018</td>
<td>11,493.06</td>
<td>602.20</td>
<td>10,889.86</td>
<td>224,123.18</td>
</tr>
</tbody>
</table>

2018 TOTALS:  
45,972.24 | 3,056.42 | 42,915.82

<table>
<thead>
<tr>
<th>Payment Number</th>
<th>Payment Date</th>
<th>Payment Amount</th>
<th>Interest Paid</th>
<th>Principal Paid</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>01-01-2019</td>
<td>11,493.06</td>
<td>594.42</td>
<td>10,899.64</td>
<td>213,224.64</td>
</tr>
<tr>
<td>6</td>
<td>02-01-2019</td>
<td>11,493.06</td>
<td>565.52</td>
<td>10,927.54</td>
<td>202,397.10</td>
</tr>
<tr>
<td>7</td>
<td>03-01-2019</td>
<td>11,493.06</td>
<td>504.61</td>
<td>11,008.45</td>
<td>191,288.55</td>
</tr>
<tr>
<td>8</td>
<td>04-01-2019</td>
<td>11,493.06</td>
<td>507.34</td>
<td>10,986.72</td>
<td>180,302.83</td>
</tr>
<tr>
<td>9</td>
<td>05-01-2019</td>
<td>11,493.06</td>
<td>462.78</td>
<td>11,030.28</td>
<td>169,272.55</td>
</tr>
<tr>
<td>10</td>
<td>06-01-2019</td>
<td>11,493.06</td>
<td>448.95</td>
<td>11,044.11</td>
<td>158,228.44</td>
</tr>
<tr>
<td>11</td>
<td>07-01-2019</td>
<td>11,493.06</td>
<td>406.12</td>
<td>11,086.94</td>
<td>147,141.50</td>
</tr>
<tr>
<td>12</td>
<td>08-01-2019</td>
<td>11,493.06</td>
<td>390.25</td>
<td>11,102.81</td>
<td>136,068.69</td>
</tr>
<tr>
<td>13</td>
<td>09-01-2019</td>
<td>11,493.06</td>
<td>360.80</td>
<td>11,132.26</td>
<td>124,906.43</td>
</tr>
<tr>
<td>14</td>
<td>10-01-2019</td>
<td>11,493.06</td>
<td>320.59</td>
<td>11,172.47</td>
<td>113,733.96</td>
</tr>
<tr>
<td>15</td>
<td>11-01-2019</td>
<td>11,493.06</td>
<td>301.65</td>
<td>11,191.41</td>
<td>102,542.55</td>
</tr>
<tr>
<td>16</td>
<td>12-01-2019</td>
<td>11,493.06</td>
<td>263.19</td>
<td>11,229.87</td>
<td>91,312.68</td>
</tr>
</tbody>
</table>

2019 TOTALS:  
137,916.72 | 5,106.22 | 132,810.50

<table>
<thead>
<tr>
<th>Payment Number</th>
<th>Payment Date</th>
<th>Payment Amount</th>
<th>Interest Paid</th>
<th>Principal Paid</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>01-01-2020</td>
<td>11,493.06</td>
<td>242.18</td>
<td>11,250.88</td>
<td>80,061.80</td>
</tr>
<tr>
<td>18</td>
<td>02-01-2020</td>
<td>11,493.06</td>
<td>212.34</td>
<td>11,280.72</td>
<td>68,781.08</td>
</tr>
<tr>
<td>19</td>
<td>03-01-2020</td>
<td>11,493.06</td>
<td>170.65</td>
<td>11,322.41</td>
<td>57,458.67</td>
</tr>
<tr>
<td>20</td>
<td>04-01-2020</td>
<td>11,493.06</td>
<td>152.39</td>
<td>11,340.67</td>
<td>46,118.90</td>
</tr>
<tr>
<td>21</td>
<td>05-01-2020</td>
<td>11,493.06</td>
<td>118.37</td>
<td>11,374.69</td>
<td>34,743.31</td>
</tr>
<tr>
<td>22</td>
<td>06-01-2020</td>
<td>11,493.06</td>
<td>92.15</td>
<td>11,400.91</td>
<td>23,342.40</td>
</tr>
<tr>
<td>23</td>
<td>07-01-2020</td>
<td>11,493.06</td>
<td>59.91</td>
<td>11,453.15</td>
<td>11,909.25</td>
</tr>
<tr>
<td>24</td>
<td>08-01-2020</td>
<td>11,940.84</td>
<td>31.59</td>
<td>11,909.25</td>
<td>0.00</td>
</tr>
</tbody>
</table>

2020 TOTALS:  
92,392.26 | 1,079.58 | 91,312.68

TOTALS:  
276,281.22 | 9,242.22 | 267,039.00

**NOTICE:** This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.
BUSINESS LOAN AGREEMENT

Borrower: Sarpy County
8335 Plateview Rd
Papillion, NE 68046

Lender: American National Bank
Corporate Banking
9900 Dodge Bridge Rd
Omaha, NE 68114

THIS BUSINESS LOAN AGREEMENT dated July 13, 2018, is made and executed between Sarpy County ("Borrower") and American National Bank ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that prior to making any loan or accommodation, Lender shall have the right to execute such additional documents, authorizations and agreements as it deems necessary to protect its interests. This Agreement is conditioned upon the following terms and conditions:

1. Granting, renewing, or extending any Loan by Lender at all times shall be subject to Lender’s sole judgment and discretion; and
2. All such Loans shall be and remain subject to the terms and conditions of this Agreement.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender’s obligation to make the Initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender’s satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender’s Security Interests; (4) evidence of insurance; (5) any other documents required by Lender; (6) together with all such Related Documents as Lender may require for the Loan; and (7) all in form and substance satisfactory to Lender and Lender’s counsel.

Borrower’s Authorization. Borrower shall provide in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender shall consider necessary.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a governmental entity which is, at all times shall be, duly organized, validly existing, and in good standing under the laws of the State of Nebraska. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, has obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign in all states in which the failure to so qualify would have an effect on Borrower’s financial condition. Borrower is the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 8335 Plateview Rd, Papillion, NE 68046. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower’s state of organization or any change in Borrower’s name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority having jurisdiction over Borrower and Borrower’s business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

Authorization. Borrower’s execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized and executed by Borrower, and such action on the part of Borrower was not conditioned on the approval or consent of any person or entity not a party hereto or to this Agreement. Borrower hereby assigns to Lender any and all Security Interests and all other security documents or financing statements relating to such properties. All of Borrower’s properties are titled in Borrower’s legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower’s ownership of the Collateral, there has been no use, generation, manufacture, production, treatment, disposal, removal or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral; (2) Borrower has no knowledge of, or reason to believe that there has been any breach or violation of any Environmental Laws; and (3) any use, generation, manufacture, production, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any present or former owner or occupant of any of the Collateral; or (4) any actual or threatened litigation or claims of any kind by any person relating to any substances. Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to conduct, at Borrower’s expense, any inspections, tests or surveys of the Collateral to make such inspections and tests as Lender deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower’s expense and for Lender’s purposes only and shall not be construed as an inspection or test intended to exonerate the Lender or its person. The representations and warranties contained herein are based on Borrower’s due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or
satisfaction of this Agreement and shall not be affected by Lender’s acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litiagation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred or is likely to occur that may materially adversely affect Borrower’s financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower’s knowledge, all of Borrower’s tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid when due or when being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Interests, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower’s Loan and Note, that would be prior or that may in any way be superior to Lender’s Security Interests and rights under this Agreement.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms and conditions.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower’s financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine such books and records at Borrower’s place of business at all times.

Financial Statements. Furnish Lender with the following:

Annual Statements. As soon as available after the end of each fiscal year, Borrower’s balance sheet and income statement for the year ended, audited by a certified public accountant satisfactory to Lender.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or on its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower’s properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legal status of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower’s books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower’s properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, writing prior to doing so and so long as, in Lender’s sole opinion, Lender’s interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender’s interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan and Loans and Lender’s other properties, and to examine Borrower’s books, accounts, records, documents or memoranda of Borrower’s business, accounts, and records. If Borrower or now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower shall promptly permit Lender to obtain from such third party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower’s expense.

Compliance Certificates. Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Borrower’s chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, No Event of Default exists under this Agreement.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower’s part or on the part of any Borrower’s officer or agent, any Borrower’s property or any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental agencies; and shall furnish to Lender promptly any Environmental Report within thirty (30) days of the occurrence of any material incident, event or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower’s part in connection with any environmental activity whatever or that there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER’S EXPENSES. If any action or proceeding is commenced that would materially affect Lender’s interest in the Collateral or if
to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or any agreement governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against any purchaser of such interests and unconditionally shall make available to such purchaser or any person claiming by, through or under any such purchaser, its rights under the Loan irrespective of the failure or assignor of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses. Borrower also agrees that it has not agreed against any such interest.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Nebraska.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and is signed by an authorized officer of Lender. A delay or omission to enforce a part of Lender's rights or of any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, shall operate as a modification of or extension to any Lender's rights or of any Borrower's or any grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when electronically transmitted, when actually received by telefax, or when mailed by certified mail, return receipt requested, to the address of the parties given for such purpose under this Agreement, or to such other party as the other party may designate by written notice to the other party. If notice is given to the other party by mail, notice may be deemed to have been given when the notice is received by the party to whom it is mailed. Any party under this Agreement as a condition precedent to the effectiveness of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word “Borrower” as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Borrower hereby covenants and agrees under no circumstance shall this Agreement be construed to require Lender to make any loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender. Surviving of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, covenants and agreements made by Borrower in this Agreement or in any certificate or other instrument delivered to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants shall survive the making of the Loan and delivery to Lender of the Related Documents, and shall inure to the benefit of Lender and its successors and assigns.

Time of the Essence. Time is of the essence in the performance of this Agreement.

Definitions. For the purpose of this Agreement, and unless otherwise defined herein, the following capitalized words and terms shall have the following meanings:

Advance. The word “Advance” means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word “Agreement” means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word “Borrower” means Sarpy County and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word “Collateral” means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.


Event of Default. The words “Event of Default” mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word “GAAP” means generally accepted accounting principles.

Grantor. The word “Grantor” means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word “Guarantor” means any guarantor, surety, or accommodation party of any or all of the Loan.

Hazardous Substances. The words “Hazardous Substances” mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly disposed of, untreated, dispersed, or otherwise released, abandoned, manufactured, or manufactured.

Indebtedness. The term “Indebtedness” means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or any of the Related Documents.

Lender. The word “Lender” means American National Bank, its successors and assigns.

Loan. The word “Loan” means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing or evidenced, including without limitation those set forth in this Agreement or any exhibit or schedule attached to this Agreement from time to time.
Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower’s failure to discharge or pay any event of default hereunder. Any statutory rights, equitable rights, or any rights in a collateral created hereunder, shall be cumulative and not exclusive of each other.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

(1) Contingency Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged.
(2) Hereafter,merge, consolidate or dissolve, by voluntary or compulsory liquidation, or otherwise dispose of all or substantially all of Borrower’s assets.
(3) By the filing of a voluntary petition in bankruptcy or any other proceeding for the dissolution, liquidation or termination of Borrower or any Guarantor, or in the event of any Collateral securing any Loan; or
(4) Contain any provision whereby any party or the other parties amend, vary, waive or otherwise modify, impair or suspend any of the rights or remedies hereunder.

CANCELLATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or any other agreement, Lender shall have the right to cancel any Loan commitment immediately without notice to Borrower or any Guarantor in the event of:

(1) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent; files a petition in bankruptcy or similar proceeding, or an involuntary petition shall be filed against Lender in any court or other governmental agency and any such petition shall be allowed or approved; or
(2) Loans. Acquisitions and Guarantees. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, sell or discount any notes, acceptances or drafts or otherwise become or remain indebted to any person, business, or enterprise, (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower’s obligations under this Agreement or in connection herewith.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower’s accounts with Lender (whether checking, savings, savings, or any other account maintained by Borrower) for any purpose, and Lender may from time to time open any new account for Borrower in the future. This right of setoff may be exercised at any time, even if no judicial proceeding has been commenced against Borrower or any Guarantor, in the event of any Collateral securing any Loan; or
(5) Contain any provision whereby any party or the other parties amend, vary, waive or otherwise modify, impair or suspend any of the rights or remedies hereunder.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

(1) Failure to Pay. Borrower fails to make any payment when due under the Loan.
(2) Default in Favor of Third Parties. Borrower or any Guarantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower’s or any Guarantor’s property or Borrower’s or any Guarantor’s ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any written warranty, representation or statement made or furnished to Lender by Borrower or on Borrower’s behalf under the Agreement or the Related Documents is false or misleading in any material respect, either now or at the time furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower’s existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower’s property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency law, or any other proceeding.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, representatives, or legal process, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan, which includes a garnishment of any of Borrower’s accounts, including deposit accounts, with Lender.

EVENTS AFFECTING GUARANTOR. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies, becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

ADVERSE CHANGE. A material adverse change occurs in Borrower’s financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will become due and payable, and all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the “Insolvency” subsection above, such acceleration shall be automatic and not optional.

In addition, Lender shall have the right to exercise any and all rights and remedies provided by law and as hereinafter set forth, including but not limited to, the rights and remedies set forth in the Related Documents or any other agreements.

MISSCENELLOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both parties.

Attorneys’ Fees; Expenses. Borrower agrees to pay upon demand all of Lender’s costs and expenses, including Lender’s attorneys’ fees and Lender’s legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender’s attorneys’ fees, costs, and expenses, and in the event that there is a lawsuit, including attorneys’ fees for bankruptcy court proceedings including efforts to modify or vacate any automatic stay or injunction, appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. The caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender’s sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge that Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect
BUSINESS LOAN AGREEMENT
(Continued)

Note. The word "Note" means the Note dated July 13, 2018 and executed by Sarpy County in the principal amount of $257,039.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED JULY 13, 2018.

BORROWER:

SARPY COUNTY

By: [Signature]

Brian Hanson, Fiscal Administrator of Sarpy County of Sarpy County

LENDER:

AMERICAN NATIONAL BANK

By: [Signature]

Authorized Signer
# COMMERCIAL SECURITY AGREEMENT

<table>
<thead>
<tr>
<th>Principal</th>
<th>$267,039.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan Date</td>
<td>07-13-2018</td>
</tr>
<tr>
<td>Maturity</td>
<td>08-01-2020</td>
</tr>
<tr>
<td>Loan No.</td>
<td>350066957</td>
</tr>
<tr>
<td>Call / Call</td>
<td>17</td>
</tr>
<tr>
<td>Account</td>
<td>2102-1</td>
</tr>
<tr>
<td>Officer</td>
<td>2887</td>
</tr>
<tr>
<td>Initials</td>
<td></td>
</tr>
</tbody>
</table>

References in the boxes above are for Lender’s use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.

Grantor: Sary County  
8335 Plattview Rd  
Papillion, NE 68046

Lender: American National Bank  
Corporate Banking  
8930 W Dodge Rd  
Omaha, NE 68114

THIS COMMERCIAL SECURITY AGREEMENT dated July 13, 2018, is made and executed between Sary County ("Grantor") and American National Bank ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

- **2018 Ford Utility Police Cruiser (VIN 1FM5KBAR2JG07604)**
  - Located at: 8335 Plattview Rd  
  - Papillion, NE 68046

- **2018 Ford Utility Police Cruiser (VIN 1FM5KBAR2JG839204)**
  - Located at: 8335 Plattview Road  
  - Papillion, NE 68046

- **2018 Ford Utility Police Cruiser (VIN 1FM5KBAR9JG869108)**
  - Located at: 8335 Plattview Road  
  - Papillion, NE 68046

In addition, the word "Collateral" also includes all the following:

(A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later;

(B) All products and produce of any of the property described in this Collateral section;

(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section;

(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party’s insurer, whether due to judgment, settlement or other process;

(E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor’s right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, for any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Agreement secures all future advances made by Lender to Grantor regardless of whether the advances are made a) pursuant to a commitment or b) for the purposes of:

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor’s accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

GRANTOR’S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender’s security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Lender will note Lender’s interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

Notifications to Lender. Grantor will promptly notify Lender in writing at Lender’s address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor’s name; (2) change in Grantor’s assumed business name(s); (3) change in the structure of the entity Grantor; (4) change in the authorized signatory; (5) change in Grantor’s principal office address; (6) change in Grantor’s principal residence; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect
of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of presentation, and all provisions appearing to be obligated on the Collateral have been unalleged as the case may be. In fact obligations against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except for vehicles, and except otherwise in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at the location shown above. Lender shall approve any change in the location of the Collateral, and no such change shall be made without the prior written consent of Lender. This includes securing any additional locations as are acceptable to Lender. If the Collateral is a vehicle, Grantor will keep the Collateral at that address except for routine travel, inspection, or as otherwise required by Lender.

Remove the Collateral. Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, other than titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Nebraska, without Lender's prior written consent.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise expressly approved by the Collateral, Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest granted for in this Agreement, without the prior written consent of Lender. This includes securing any additional positions as are acceptable to Lender.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or materials removed, or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the Collateral, and with such other laws, ordinances, rules and regulations pertaining to the Collateral, as may be acceptable to Lender.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains in effect, a violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence investigation. As used herein, the term "Hazardous Substance" means any substance, including any toxic, noxious, hazardous or dangerous substances, or solid waste, that is or may become a solid waste, that is listed, identified or otherwise regulated under any Environmental Law, or as otherwise defined by the Environmental Laws.

Maintenance of Liability Insurance. Lender shall procure and maintain all insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis as reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon receipt of notice from Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverage will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and including any other endorsements, extending and covering any increases in risk, covering any increase in risk, in form, amounts, coverages and basis as required by the Lender, in the balance to be held by the Lender in trust as security for the payment of the indebtedness secured by this Agreement.
COMMERCIAL SECURITY AGREEMENT
(Continued)
Page 3

determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender’s security interest in the Collateral. At Lender’s request, Grantor agrees to sign all other documents that are necessary to perfect, protect, and continue Lender’s security interest in the Property. Lender will be entitled to file a partial financing statement with respect to the Collateral whenever Lender so determines.

GRANTOR’S RIGHT TO POSSESSION. Until default, Grantor may have possession and use of the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that (a) Grantor’s right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect or maintain any security interest or by any other law; (b) Grantor shall have the right, at any time, to possess, sell, or otherwise dispose of any Collateral if Lender fails to exercise its remedies hereunder, and (c) if a default is declared, Lender may file a copy of this Agreement as a financing statement.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Creditors. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or perform any term, obligation, covenant or condition contained in any other agreement between or among Grantor and Lender.

Grantsor defaults under any loan, extension of credit, security agreement, purchase or sale agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor’s property or ability to perform Grantor’s obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor’s behalf under this Agreement or in any of the Related Documents is false or misleading in any material respect, or were not at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The insolvency of Grantor, the appointment of a receiver for any part of Grantor’s property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or foreclosure proceedings, whether by judicial proceeding, self-help, repossessions or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness, if the same constitutes a material diminishment, involuntary liquidation, or other such bankruptcy or insolvency proceedings against Grantor’s account(s), premises, or personal property.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any security agreement, promissory note, guaranty, letter of credit, or other similar instrument.

Sale of Collateral. Seller shall have full power to sell, lease, transfer, or otherwise dispose of, or cause any Grantor to sell, lease, transfer, or otherwise dispose of, all or any part of the Collateral.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any security agreement, promissory note, guaranty, letter of credit, or other similar instrument.

Incurse. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies.

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take possession and sell, lease, transfer, or otherwise dispose of, or cause Grantor to sell, lease, transfer, or otherwise dispose of, all or any part of the Collateral.

Sell Collateral. Seller shall have full power to sell, lease, transfer, or otherwise dispose of, or cause to sell, lease, transfer, or otherwise dispose of, all or any part of the Collateral at public or private sale. Unless the Collateral threatens to decline in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable written notice and opportunity to be present at any sale, whether public or private, of or by any person to whom the Collateral is sold, or of any sale or other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person’s right to notification of sale. The requirements of reasonable notice and opportunity to be present at any sale are satisfied if the notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaining, holding, insuring, preparing for sale and selling the Collateral, shall be a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Rate from the date of demand until paid.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender’s discretion transfer any Collateral into Lender’s own name or that of Grantor’s nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment in such order of payment as Lender shall determine.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.
COMMERCIAL SECURITY AGREEMENT  

(Continued)  

Page 4  

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.  

Election of Remedies. Except as may be prohibited by applicable law, all of Lender’s rights and remedies, whether evidenced by this Agreement, any Related Documents, or any other instrument or Document, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor’s failure to perform, shall not affect Lender’s right to declare a default and exercise its remedies.  

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:  

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless written and signed by the party or parties to be bound thereby.  

Attorneys’ Fees; Expenses. Grantor agrees to pay upon demand all of Lender’s costs and expenses, including Lender’s attorneys’ fees and Lender’s costs and expenses incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include, but are not limited to, reasonable attorneys’ fees from their first appearance, and expenses whether or not there is a lawsuit, including attorneys’ fees and legal expenses for bankruptcy proceedings, including efforts to modify or vacate any automatic stay or injunction, appeals, and any anticipated post-judgment collection services.  

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be interpreted to define the meaning of any provision of this Agreement.  

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Nebraska.  

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by an officer or authorized representative of Lender. No delay or omission in enforcing any of Lender’s rights or any delay by Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender’s right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender’s rights or of any of Grantor’s obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or refused by Lender in its sole discretion.  

Notices. Any notice required under this Agreement shall be given in writing, and shall be effective when actually delivered, or if delivered by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, first class, certified or registered mail, return receipt requested, or, if mailed, when deposited in the United States Postal Service, or any other mail service acceptable to the parties as first class, certified or registered mail, return receipt requested, in each case with postage prepaid, directed to the address provided at the beginning of this Agreement, or to such other address as any party may change its notice for notices under this Agreement by giving written notice to the other party, specifying that the purpose of the notice is to change the party’s address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor’s current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.  

Power of Attorney. Grantor hereby appoints Lender as Grantor’s irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any instrument creating or evidencing the security interest or this Agreement for use as a financing statement. Lender will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender’s security interest in the Collateral.  

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, then such finding shall not affect the enforceability of this Agreement, or any other provision of this Agreement, as to any other circumstance. If feasible, the provision shall be modified to be legal, valid, and enforceable to the maximum extent possible. If the offending provision cannot be so modified and shall be declared deleted from this Agreement. Unless otherwise required by law, the invalidity or unenforceability of any provision of this Agreement shall not affect the legality, validity, or enforceability of any other provision of this Agreement.  

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor’s interest, this Agreement shall bind upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a third party, absent the agreement of the third party in writing, such third party shall acquire the ownership of the Collateral as a security interest or as an interest under this Agreement.  

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor’s indebtedness shall be paid in full.  

Time is of the Essence. Time is of the essence in the performance of this Agreement.  

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.  

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:  

Agreement. The word “Agreement” means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.  

Borrower. The word “Borrower” means Sarpy County and includes all co-signers and co-makers signing the Note and all their successors and assigns.  

Collateral. The word “Collateral” means all of Grantor’s right, title and interest in and to the Collateral as described in the Collateral Description section of this Agreement.  

Default. The word “Default” means the Default set forth in this Agreement in the section titled “Default”.  


Event of Default. The words “Event of Default” mean any of the events of default set forth in this Agreement in the section titled “Event of Default” of this Agreement.  

Grantor. The word “Grantor” means Sarpy County.  

Guaranty. The word “Guaranty” means Guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.  

Hazardous Substances. The words “Hazardous Substances” mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment, or contain any improper, undetected or undisclosed hazardous or toxic substances. The words “Hazardous Substances” are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or wastes defined by, or regulated as hazardous or toxic wastes by any or all of the Environmental Laws. The term “Hazardous Substances” also includes, without limitation, petroleum and its products or any fraction thereof and asbestos.  

Indebtedness. The word “Indebtedness” means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances
provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means American National Bank, its successors and assigns.

Note. The word "Note" means the Note dated July 13, 2018 and executed by Sarpy County in the principal amount of $267,039.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED JULY 13, 2018.

GRANTOR:

SARPY COUNTY

By: Brian Hanson
Fiscal Administrator of Sarpy County

AMERICAN NATIONAL BANK

X
Authorized Signer
POWER OF ATTORNEY

Sarpy County of 8335 Platteview Rd, Papillion, NE 68046, the bona fide registered owner of the following described property: 2018 Ford Utility Police Cruiser (VIN 1FMSK8ARJG668932), hereby irrevocably appoints American National Bank, with an address of Corporate Banking, 8990 W Dodge Rd, Omaha, NE 68114, or any officer thereof, as Grantor's attorney with full authority to execute and record any and all instruments, affidavits, certificates of title, renewals, and other documents necessary to effect registration, transfer of title, application for title and to evidence American National Bank's security interest in the above described motor vehicle and to do such other things as may be proper pertaining to the title or licensing of the motor vehicle, in Grantor's place and stead. This Power of Attorney shall not terminate or otherwise be affected by Grantor's subsequent disability or incapacity.

GRANTOR:

SARPY COUNTY

By: [Signature]

Brian Hanson, Fiscal Administrator of Sarpy County

STATE OF ________

COUNTY OF Sarpy

Subscribed and sworn to before me this ________ day of ____________, 20___.

Notary Public for the State of ________

Residing at ________

My commission expires ________
POWER OF ATTORNEY

Sarpy County of 8335 Plattview Rd, Papillion, NE 68046, the bona fide registered owner of the following described property: 2018 Ford Utility Police Cruiser (VIN 1FM5K6AR9JG81051), hereby irrevocably appoints American National Bank, with an address of Corporate Banking, 8990 W Dodge Rd, Omaha, NE 68114, or any officer thereof, as Grantor's attorney with full authority to execute and record any and all instruments, affidavits, certificates of title, renewals, and other documents necessary to effect registration, transfer of title, application for title and to evidence American National Bank's security interest in the above described motor vehicle and to do such other things as may be proper pertaining to the title or licensing of the motor vehicle, in Grantor's place and stead. This Power of Attorney shall not terminate or otherwise be affected by Grantor's subsequent disability or incapacity.

GRANTOR:

SARPY COUNTY

By: [Signature]  
[Name]  
Family Administrator of Sarpy County

STATE OF ________________  
I

COUNTY OF ________________  
I

Subscribed and sworn to before me this ______ day of _____________, 20___.

______________________________  
Notary Public for the State of ________________  
Residing at ____________________________

My commission expires ____________________________

[Seal]
POWER OF ATTORNEY

Sarpy County of 8335 Platteview Rd, Papillion, NE 68046, the bona fide registered owner of the following described property: 2018 Ford Utility Police Cruiser (VIN 1FM5K8AR7JG881050), hereby irrevocably appoints American National Bank, with an address of Corporate Banking, 8990 W Dodge Rd, Omaha, NE 68114, or any officer thereof, as Grantor's attorney with full authority to execute and record any and all instruments, affidavits, certificates of title, renewals, and other documents necessary to effect registration, transfer of title, application for title and to evidence American National Bank's security interest in the above described motor vehicle and to do such other things as may be proper pertaining to the title or licensing of the motor vehicle, in Grantor's place and stead. This Power of Attorney shall not terminate or otherwise be affected by Grantor's subsequent disability or incapacity.

GRANTOR:

SARPY COUNTY

By: ____________________________
    Brian Hanson, Fiscal Administrator of Sarpy County of Sarpy County

STATE OF ____________________________

) SS

COUNTY OF ____________________________

Subscribed and sworn to before me this ______________ day of ______________, 20__.

__________________________________________
Notary Public for the State of ____________________________

( SEAL )

Residing at ____________________________

My commission expires ____________________________
POWER OF ATTORNEY

Sarpy County of 8335 Platteview Rd, Papillion, NE 68046, the bona fide registered owner of the following described property: 2018 Ford Utility Police Cruiser (VIN 1FM5K8ARSJG868930), hereby irrevocably appoints American National Bank, with an address of Corporate Banking, 8990 W Dodge Rd, Omaha, NE 68114, or any officer thereof, as Grantor’s attorney with full authority to execute and record any and all instruments, affidavits, certificates of title, renewals, and other documents necessary to effect registration, transfer of title, application for title and to evidence American National Bank’s security interest in the above described motor vehicle and to do such other things as may be proper pertaining to the title or licensing of the motor vehicle, in Grantor’s place and stead. This Power of Attorney shall not terminate or otherwise be affected by Grantor’s subsequent disability or incapacity.

GRANTOR:

SARPY COUNTY

By: [Signature]

Brian Hanson, Fiscal Administrator of Sarpy County of Sarpy County

STATE OF )

) SS

COUNTY OF )

Subscribed and sworn to before me this ______________ day of __________________, 20__.

________________________________________

Notary Public for the State of ________________

( SEAL )

Residing at ________________________________

My commission expires ____________________

State of Nebraska, County of Sarpy

Notary Public

[Signature]

[Seal]

[Date]
POWER OF ATTORNEY

Sarpy County of 8335 Blatteview Rd, Papillion, NE 68046, the bona fide registered owner of the following described property: 2018 Ford Utility Police Cruiser (VIN 1FM5K8AR9JGB81048), hereby irrevocably appoints American National Bank, with an address of Corporate Banking, 8990 W Dodge Rd, Omaha, NE 68114, or any officer thereof, as Grantor's attorney with full authority to execute and record any and all instruments, affidavits, certificates of title, renewals, and other documents necessary to effect registration, transfer of title, application for title and to evidence American National Bank's security interest in the above described motor vehicle and to do such other things as may be proper pertaining to the title or licensing of the motor vehicle, in Grantor's place and stead. This Power of Attorney shall not terminate or otherwise be affected by Grantor's subsequent disability or incapacity.

GRANTOR:

SARPY COUNTY

By:  
Brian Hanson, Fiscal Administrator of Sarpy County of Sarpy County

STATE OF _____________________________

) SS

COUNTY OF _____________________________

Subscribed and sworn to before me this ________________ day of __________________, 20___.

______________________________
Notary Public for the State of ____________________________

Residing at ____________________________

My commission expires ____________________________
POWER OF ATTORNEY

Sarpy County of 8335 Platteview Rd, Papillion, NE 68046, the bona fide registered owner of the following described property: 2018 Ford Utility Police Cruiser (VIN 1FM5K8AR0JGB81049), hereby irrevocably appoints American National Bank, with an address of Corporate Banking, 8990 W Dodge Rd, Omaha, NE 68114, or any officer thereof, as Grantor's attorney with full authority to execute and record any and all instruments, affidavits, certificates of title, renewals, and other documents necessary to effect registration, transfer of title, application for title and to evidence American National Bank's security interest in the above described motor vehicle and to do such other things as may be proper pertaining to the title or licensing of the motor vehicle, in Grantor’s place and stead. This Power of Attorney shall not terminate or otherwise be affected by Grantor’s subsequent disability or incapacity.

GRANTOR:

SARPY COUNTY

By: ____________________________
    Brian Hanson, Fiscal Administrator of Sarpy
    County of Sarpy County

STATE OF ________________________

COUNTY OF _______________________

Subscribed and sworn to before me this ________________________ day of _________________________, 20______

( SEAL )

Notary Public for the State of _______________________

Residing at _______________________

My commission expires _______________________

[Signature]
POWER OF ATTORNEY

Sarpy County of 8335 Platteview Rd, Papillion, NE 68046, the bona fide registered owner of the following described property: 2018 Ford Utility Police Cruiser (VIN 1FM5K8AR2JGB93204), hereby irrevocably appoints American National Bank, with an address of Corporate Banking, 8990 W Dodge Rd, Omaha, NE 68114, or any officer thereof, as Grantor's attorney with full authority to execute and record any and all instruments, affidavits, certificates of title, renewals, and other documents necessary to effect registration, transfer of title, application for title and to evidence American National Bank's security interest in the above described motor vehicle and to do such other things as may be proper pertaining to the title or licensing of the motor vehicle, in Grantor's place and stead. This Power of Attorney shall not terminate or otherwise be affected by Grantor's subsequent disability or incapacity.

GRANTOR:

SARPY COUNTY

By: ____________________________
Brian Hanson Fiscal Administrator of Sarpy County
County of Sarpy County

STATE OF _________________________

COUNTY OF _______________________

Subscribed and sworn to before me this ____________________ day of ____________________, 20__.

______________________________
Notary Public for the State of _______________________

Residing at ________________________________

My commission expires ________________________________
POWER OF ATTORNEY

Sarpy County of 9335 Platteview Rd, Papillion, NE 68046, the bona fide registered owner of the following described property: 2018 Ford Utility Police Cruiser (VIN 1FMSK8AR2JG07604), hereby irrevocably appoints American National Bank, with an address of Corporate Banking, 8990 W Dodge Rd, Omaha, NE 68114, or any officer thereof, as Grantor’s attorney with full authority to execute and record any and all instruments, affidavits, certificates of title, renewals, and other documents necessary to effect registration, transfer of title, application for title and to evidence American National Bank’s security interest in the above described motor vehicle and to do such other things as may be proper pertaining to the title or licensing of the motor vehicle, in Grantor’s place and stead. This Power of Attorney shall not terminate or otherwise be affected by Grantor’s subsequent disability or incapacity.

GRANTOR:

SARPY COUNTY

By: ____________________________
Brian Hanson Fiscal Administrator of Sarpy County of Sarpy County

STATE OF ________________________
1

COUNTY OF ______________________
1

Subscribed and sworn to before me this __________________________ day of ________________, 20__

_______________________________
Notary Public for the State of _________________________
Residing at __________________________

My commission expires ____________________________
POWER OF ATTORNEY

Sarpy County of 8335 Plateview Rd, Papillion, NE 68046, the bona fide registered owner of the following described property: 2018 Ford Utility Police Cruiser (VIN 1FMSK8AR7JGB68931), hereby irrevocably appoints American National Bank, with an address of Corporate Banking, 8990 W Dodge Rd, Omaha, NE 68114, or any officer thereof, as Grantor’s attorney with full authority to execute and record any and all instruments, affidavits, certificates of title, renewals, and other documents necessary to effect registration, transfer of title, application for title and to evidence American National Bank’s security interest in the above described motor vehicle and to do such other things as may be proper pertaining to the title or licensing of the motor vehicle, in Grantor’s place and stead. This Power of Attorney shall not terminate or otherwise be affected by Grantor’s subsequent disability or incapacity.

GRANTOR:

SARPY COUNTY

By: 

[Signature]

County of Sarpy County

STATE OF ___________________________ I

SS

COUNTY OF ___________________________ I

Subscribed and sworn to before me this ________________ day of ________________________ 20____.

______________________________

Notary Public for the State of ___________________________

[SEAL]

Residing at ___________________________

My commission expires ___________________________
AGREEMENT TO PROVIDE INSURANCE

<table>
<thead>
<tr>
<th>Principal</th>
<th>Loan Date</th>
<th>Maturity</th>
<th>Loan No.</th>
<th>Call / Coll</th>
<th>Account</th>
<th>Officer</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>267,039.00</td>
<td>07-13-2018</td>
<td>09-01-2020</td>
<td>350066957</td>
<td>17</td>
<td>2102</td>
<td>2897</td>
<td></td>
</tr>
</tbody>
</table>

References in the boxes above are for Lender’s use only and do not limit the applicability of this document to any particular loan or item. Any item above containing **** has been omitted due to text length limitations.

Grantor: Sarpay County  
8336 Plainview Rd  
Papillion, NE 68046

Lender: American National Bank  
Corporate Banking  
8990 W Dodge Rd  
Omaha, NE 68114

**INSURANCE REQUIREMENTS.** Grantor, Sarpay County ("Grantor"), understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Grantor by Lender. These requirements are set forth in the security documents for the loan. The following minimum insurance coverages must be provided on the following described collateral (the "Collateral"):  

Type: Comprehensive and collision.  
Amount: Full Insurable Value.  
Basis: Replacement value.  
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.  
Latest Delivery Date: By the loan closing date.

Type: Comprehensive and collision.  
Amount: Full Insurable Value.  
Basis: Replacement value.  
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.  
Latest Delivery Date: By the loan closing date.

Type: Comprehensive and collision.  
Amount: Full Insurable Value.  
Basis: Replacement value.  
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.  
Latest Delivery Date: By the loan closing date.

Type: Comprehensive and collision.  
Amount: Full Insurable Value.  
Basis: Replacement value.  
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.  
Latest Delivery Date: By the loan closing date.

Type: Comprehensive and collision.  
Amount: Full Insurable Value.  
Basis: Replacement value.  
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.  
Latest Delivery Date: By the loan closing date.

Type: Comprehensive and collision.  
Amount: Full Insurable Value.  
Basis: Replacement value.  
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.  
Latest Delivery Date: By the loan closing date.

Type: Comprehensive and collision.  
Amount: Full Insurable Value.  
Basis: Replacement value.  
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.  
Latest Delivery Date: By the loan closing date.

Type: Comprehensive and collision.  
Amount: Full Insurable Value.  
Basis: Replacement value.  
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.  
Latest Delivery Date: By the loan closing date.

Type: Comprehensive and collision.  
Amount: Full Insurable Value.  
Basis: Replacement value.  
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.  
Latest Delivery Date: By the loan closing date.

Type: Comprehensive and collision.  
Amount: Full Insurable Value.  
Basis: Replacement value.  
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.  
Latest Delivery Date: By the loan closing date.

Type: Comprehensive and collision.  
Amount: Full Insurable Value.  
Basis: Replacement value.  
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.  
Latest Delivery Date: By the loan closing date.

Type: Comprehensive and collision.  
Amount: Full Insurable Value.  
Basis: Replacement value.  
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.  
Latest Delivery Date: By the loan closing date.

INSURANCE COMPANY. Grantor may obtain insurance from any insurance company Grantor may choose that is reasonably acceptable to Lender. Grantor understands that credit may not be denied solely because insurance was not purchased through Lender.

INSURANCE MAILING ADDRESS. All documents and other materials relating to insurance for this loan should be mailed, delivered or directed to the following address:

Loan Operations  
Attn: Insurance (402) 898-8935  
2829 N 30th St  
Omaha, NE 68134

FAILURE TO PROVIDE INSURANCE. Grantor agrees to deliver to Lender, on the latest delivery date stated above, evidence of the required insurance as provided above, with an effective date of July 13, 2018, or earlier. Grantor acknowledges and agrees that if Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may do so at Grantor’s expense as provided in the applicable security document. The cost of any such insurance, at the option of Lender, shall be added to the indebtedness as provided in the security document. GRANTOR ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO AN AMOUNT EQUAL TO THE LESSER OF (1) THE UNPAID
<table>
<thead>
<tr>
<th>FOR LENDER USE ONLY</th>
<th>PHONE (402) 742-9220</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE:</td>
<td></td>
</tr>
<tr>
<td>AGENT'S NAME:</td>
<td></td>
</tr>
<tr>
<td>AGENCY: NIRMAR</td>
<td></td>
</tr>
<tr>
<td>ADDRESS: 8040 Eiger Drive, PO BOX 85210, Lincoln, NE 68501</td>
<td></td>
</tr>
<tr>
<td>INSURANCE COMPANY:</td>
<td></td>
</tr>
<tr>
<td>POLICY NUMBER:</td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE DATES:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>COMMENTS:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FOR LENDER USE ONLY</th>
<th>PHONE (402) 742-9220</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE:</td>
<td></td>
</tr>
<tr>
<td>AGENT'S NAME:</td>
<td></td>
</tr>
<tr>
<td>AGENCY: NIRMAR</td>
<td></td>
</tr>
<tr>
<td>ADDRESS: 8040 Eiger Drive, PO BOX 85210, Lincoln, NE 68501</td>
<td></td>
</tr>
<tr>
<td>INSURANCE COMPANY:</td>
<td></td>
</tr>
<tr>
<td>POLICY NUMBER:</td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE DATES:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>COMMENTS:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FOR LENDER USE ONLY</th>
<th>PHONE (402) 742-9220</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE:</td>
<td></td>
</tr>
<tr>
<td>AGENT'S NAME:</td>
<td></td>
</tr>
<tr>
<td>AGENCY: NIRMAR</td>
<td></td>
</tr>
<tr>
<td>ADDRESS: 8040 Eiger Drive, PO BOX 85210, Lincoln, NE 68501</td>
<td></td>
</tr>
<tr>
<td>INSURANCE COMPANY:</td>
<td></td>
</tr>
<tr>
<td>POLICY NUMBER:</td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE DATES:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>COMMENTS:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FOR LENDER USE ONLY</th>
<th>PHONE (402) 742-9220</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE:</td>
<td></td>
</tr>
<tr>
<td>AGENT'S NAME:</td>
<td></td>
</tr>
<tr>
<td>AGENCY: NIRMAR</td>
<td></td>
</tr>
<tr>
<td>ADDRESS: 8040 Eiger Drive, PO BOX 85210, Lincoln, NE 68501</td>
<td></td>
</tr>
<tr>
<td>INSURANCE COMPANY:</td>
<td></td>
</tr>
<tr>
<td>POLICY NUMBER:</td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE DATES:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>COMMENTS:</td>
<td></td>
</tr>
</tbody>
</table>
BALANCE OF THE DEBT, EXCLUDING ANY UNEARNED FINANCE CHARGES, OR (2) THE VALUE OF THE COLLATERAL; HOWEVER, GRANTOR'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

AUTHORIZATION. For purposes of insurance coverage on the Collateral, Grantor authorizes Lender to provide to any person (including any insurer, agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED JULY 13, 2018.

**GRANTOR:**

![Signature]

**By:** Brian Hanson, Fiscal Administrator of Sarpy County of Sarpy County

---

**FOR LENDER USE ONLY**

<table>
<thead>
<tr>
<th>INSURANCE VERIFICATION</th>
<th>PHONE (402) 742-9220</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>AGENT'S NAME:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>AGENCY:</strong></td>
<td><strong>NIRMA</strong></td>
</tr>
<tr>
<td><strong>ADDRESS:</strong> 8040 Eiger Drive, PO BOX 85210, Lincoln, NE 68501</td>
<td></td>
</tr>
<tr>
<td><strong>INSURANCE COMPANY:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>POLICY NUMBER:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>EFFECTIVE DATES:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>COMMENTS:</strong></td>
<td></td>
</tr>
</tbody>
</table>

---

**FOR LENDER USE ONLY**

<table>
<thead>
<tr>
<th>INSURANCE VERIFICATION</th>
<th>PHONE (402) 742-9220</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>AGENT'S NAME:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>AGENCY:</strong></td>
<td><strong>NIRMA</strong></td>
</tr>
<tr>
<td><strong>ADDRESS:</strong> 8040 Eiger Drive, PO BOX 85210, Lincoln, NE 68501</td>
<td></td>
</tr>
<tr>
<td><strong>INSURANCE COMPANY:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>POLICY NUMBER:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>EFFECTIVE DATES:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>COMMENTS:</strong></td>
<td></td>
</tr>
</tbody>
</table>

---

**FOR LENDER USE ONLY**

<table>
<thead>
<tr>
<th>INSURANCE VERIFICATION</th>
<th>PHONE (402) 742-9220</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>AGENT'S NAME:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>AGENCY:</strong></td>
<td><strong>NIRMA</strong></td>
</tr>
<tr>
<td><strong>ADDRESS:</strong> 8040 Eiger Drive, PO BOX 85210, Lincoln, NE 68501</td>
<td></td>
</tr>
<tr>
<td><strong>INSURANCE COMPANY:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>POLICY NUMBER:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>EFFECTIVE DATES:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>COMMENTS:</strong></td>
<td></td>
</tr>
</tbody>
</table>

---

**FOR LENDER USE ONLY**

<table>
<thead>
<tr>
<th>INSURANCE VERIFICATION</th>
<th>PHONE (402) 742-9220</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>AGENT'S NAME:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>AGENCY:</strong></td>
<td><strong>NIRMA</strong></td>
</tr>
<tr>
<td><strong>ADDRESS:</strong> 8040 Eiger Drive, PO BOX 85210, Lincoln, NE 68501</td>
<td></td>
</tr>
<tr>
<td><strong>INSURANCE COMPANY:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>POLICY NUMBER:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>EFFECTIVE DATES:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>COMMENTS:</strong></td>
<td></td>
</tr>
</tbody>
</table>
NOTICE OF INSURANCE REQUIREMENTS

<table>
<thead>
<tr>
<th>Principal</th>
<th>Loan Date</th>
<th>Maturity</th>
<th>Loan No.</th>
<th>Call / Coll.</th>
<th>Account</th>
<th>Officer</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>07-13-2018</td>
<td></td>
<td>350066957</td>
<td>17</td>
<td>2102-1</td>
<td>2887</td>
<td></td>
</tr>
</tbody>
</table>

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.

Grantor: Sarpy County
9235 Platteview Rd
Papillion, NE 68046

Lender: American National Bank
Corporate Banking
8950 W Dodge Rd
Omaha, NE 68114

TO: NIRMA
ATTN: Insurance Agent
8040 Eiger Drive, PO BOX 85210
Lincoln, NE 68501

DATE: July 13, 2018

RE: Policy Number(s):
Insurance Companies/Company:

Dear Insurance Agent:

Grantor, Sarpy County ("Grantor") is obtaining a loan from American National Bank, together with the requested endorsements, on the following property, which Grantor is giving as security for the loan.

**Collateral:** 2018 Ford Utility Police Cruiser (VIN 1FM5K8AR2JGC07604).
Type: Comprehensive and collision.
Amount: Full Insurable Value.
Basis: Replacement value.
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.
Latest Delivery Date: By the loan closing date.

**Collateral:** 2018 Ford Utility Police Cruiser (VIN 1FM5K8AR2JGB893204).
Type: Comprehensive and collision.
Amount: Full Insurable Value.
Basis: Replacement value.
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.
Latest Delivery Date: By the loan closing date.

Additional Property on Subsequent Pages

GRANTOR:

SARPY COUNTY

By: Brian Hanson
Fiscal Administrator of Sarpy County of Sarpy County

RETURN TO:

Loan Operations
Attn: Insurance (402) 898-8935
2829 N 90th ST
Omaha, NE 68134
NOTICE OF INSURANCE REQUIREMENTS
(Continued)

Loan No: 350066957

Collateral: 2018 Ford Utility Police Cruiser (VIN 1FM5K8AR9JGBB81048).
Type: Comprehensive and collision.
Amount: Full Insurable Value.
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.
Latest Delivery Date: By the loan closing date.

Collateral: 2018 Ford Utility Police Cruiser (VIN 1FM5K8AR6JGBB81049).
Type: Comprehensive and collision.
Amount: Full Insurable Value.
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.
Latest Delivery Date: By the loan closing date.

Collateral: 2018 Ford Utility Police Cruiser (VIN 1FM5K8AR7JGBB81050).
Type: Comprehensive and collision.
Amount: Full Insurable Value.
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.
Latest Delivery Date: By the loan closing date.

Collateral: 2018 Ford Utility Police Cruiser (VIN 1FM5K8AR9JGBB81051).
Type: Comprehensive and collision.
Amount: Full Insurable Value.
Basis: Replacement Value.
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.
Latest Delivery Date: By the loan closing date.

Collateral: 2018 Ford Utility Police Cruiser (VIN 1FM5K8AR5JGB68930).
Type: Comprehensive and collision.
Amount: Full Insurable Value.
Basis: Replacement Value.
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.
Latest Delivery Date: By the loan closing date.

Collateral: 2018 Ford Utility Police Cruiser (VIN 1FM5K8AR7JGB68931).
Type: Comprehensive and collision.
Amount: Full Insurable Value.
Basis: Replacement Value.
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.
Latest Delivery Date: By the loan closing date.

Collateral: 2018 Ford Utility Police Cruiser (VIN 1FM5K8AR9JGB68932).
Type: Comprehensive and collision.
Amount: Full Insurable Value.
Basis: Replacement Value.
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lender.
Latest Delivery Date: By the loan closing date.
## DISBURSEMENT REQUEST AND AUTHORIZATION

<table>
<thead>
<tr>
<th>Principal</th>
<th>Loan Date</th>
<th>Maturity</th>
<th>Loan No</th>
<th>Call / Coll</th>
<th>Account</th>
<th>Officer</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>$267,039.00</td>
<td>07-13-2018</td>
<td>08-01-2020</td>
<td>350066957</td>
<td>17</td>
<td>2102-1</td>
<td>2887</td>
<td></td>
</tr>
</tbody>
</table>

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

**Borrower:** Sarpy County  
8335 Platteview Rd  
Papillion, NE 68046

**Lender:** American National Bank  
Corporate Banking  
8990 W Dodge Rd  
Omaha, NE 68114

---

**LOAN TYPE:** This is a Fixed Rate (3.080% initial rate) Nondisclosable Loan to a Government Entity for $267,039.00 due on August 1, 2020.

**PRIMARY PURPOSE OF LOAN:** The primary purpose of this loan is for:

- [ ] Personal, Family, or Household Purposes or Personal Investment.
- [x] Business (Including Real Estate Investment).

**SPECIFIC PURPOSE:** The specific purpose of this loan is: Purchase Nine 2018 Ford Utility Police Cruisers.

**DISBURSEMENT INSTRUCTIONS:** Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of $267,039.00 as follows:

- Amount paid to others on Borrower's behalf: $267,039.00 to Anderson Ford
- Note Principal: $267,039.00

**NOTICE - WRITTEN AGREEMENTS:** A credit agreement must be in writing to be enforceable under Nebraska law. To protect Borrower and Lender from any misunderstandings or disappointments, any contract, promise, undertaking or offer to forbear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this loan of money or grant or extension of credit must be reduced to writing.

**FINANCIAL CONDITION:** BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JULY 13, 2018.

---

**BORROWER:**

**SARPY COUNTY**

**By:** [Signature]

Brian Hanson - Fiscal Administrator of Sarpy County of Sarpy County
NOTICE OF FINAL AGREEMENT

Principal: $267,039.00  
Loan Date: 07-13-2018  
Maturity: 08-01-2020  
Loan No: 350066957  
Call / Coll: 17  
Account: 2102-1  
Office: 2897  
Initials

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower:  
Sarpy County  
8335 Platteview Rd  
Papillion, NE 68046

Lender:  
American National Bank  
Corporate Banking  
8390 W Dodge Rd  
Omaha, NE 68114

---

NOTICE - WRITTEN AGREEMENTS. A credit agreement must be in writing to be enforceable under Nebraska law. To protect Borrower and Lender from any misunderstandings or disappointments, any contract, promise, undertaking or offer to forbear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this loan of money or grant or extension of credit must be in writing to be effective.

By signing this document each Party represents and agrees that: (a) The written Loan Agreement represents the final agreement between the Parties, (b) There are no unwritten oral agreements between the Parties, and (c) The written Loan Agreement may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral agreements or understandings of the Parties.

As used in this Notice, the following terms have the following meanings:

Loan. The term "Loan" means the following described loan: a Fixed Rate 3.080% initial rate NonDisclosable Loan to a Government Entity for $267,039.00 due on August 1, 2020.

Loan Agreement. The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

- Governmental Certificate: Sarpy County
- Promissory Note
- Power of Attorney: 2018 Ford Utility Police Cruiser (VIN 1FMK6BARJG869312)
- Power of Attorney: 2018 Ford Utility Police Cruiser (VIN 1FMK6BARJG86930)
- Power of Attorney: 2018 Ford Utility Police Cruiser (VIN 1FMK6BARJG86931)
- Notice of Insurance Requirements
- Notice of Final Agreement

 Parties. The term "Parties" means American National Bank and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

Borrower: Sarpy County  
Grantee(s): Sarpy County

---

Each Party who signs below, other than American National Bank, acknowledges, represents, and warrants to American National Bank that it has received, read and understood this Notice of Final Agreement. This Notice is dated July 13, 2018.

BORROWER:

SARPY COUNTY

By:  
Brian Hanson  
Fiscal Administrator of Sarpy County

LENDER:

AMERICAN NATIONAL BANK

X  
Authorized Signer