

EXHIBIT E

TIF PROJECT COSTS

Site purchase	\$	300,000.00
Authority fee	\$	24,494.00
Capitalized interest	\$	114,000.00
Redeveloper planning/legal	\$	40,000.00
Site prep & utilities	\$	203,500.00
Public parking	\$	316,500.00
Site prep & parking management/overhead	\$	67,600.00
Site/utility/parking lot design	\$	11,000.00
Site/utility/parking lot contingency	\$	29,930.00
Enhancements in excess of design stds.		
Storefront window system	\$	10,000.00
Low E windows	\$	85,000.00
Masonry	\$	25,000.00
Exterior const. management & overhead	\$	15,600.00
Exterior enhancement design	\$	25,000.00
Exterior enhancement contingency	\$	8,030.00
Energy efficient HVAC	\$	250,000.00
Energy efficient HVAC design	\$	19,000.00
TOTAL	\$	1,544,654.00

EXHIBIT F

EEA PROJECT COSTS

Ongoing Maintenance of EEA project	\$	195,000.00
EEA project design	\$	19,000.00
Enhancements in excess of design stds.		
Refective roof & insulation	\$	400,000.00
Energy efficient light fixtures	\$	140,000.00
Efficiency project management & overhead	\$	115,000.00
Efficiency project design	\$	19,000.00
Efficiency contingency	\$	59,000.00
Management & promotions	\$	92,100.00
Development Program Management overhead	\$	75,000.00
TOTAL	\$	1,114,100.00

EXHIBIT G

LIST OF BUSINESS CLASSIFICATIONS

<u>BUSINESS</u>	<u>CLASSIFICATION</u>
1. Apparel	Clothing Retail
2. Hobby & Crafts	Hobby & Craft Retail
3. Shoes	Shoe Retail
4. Apparel	Clothing Retail
5. Cosmetics	Beauty Retail
6. Quick Serve	Prepared Food Retail
7. Specialty Store	Specialty Retail
8. Salon	Service Retail
9. Apparel	Clothing Retail
10. Specialty Store	Specialty Retail
11. Quick Serve	Prepared Food Retail
12. Salon	Service Retail
13. Restaurant	Prepared Food Retail
14. Service/Fitness	Service Retail
15. Lodging	Extended Stay and hotel

EXHIBIT H

REDEVELOPMENT CONTRACT AMENDMENT

AMENDMENT TO REDEVELOPMENT CONTRACT

Amendment No. #1

This Amendment to Redevelopment Contract (this "Amendment") is made and entered into as of the _____ day of _____, 202_, by and between the Community Redevelopment Authority of the City of Alliance, Nebraska ("Authority"), and 385 Apartments, LLC, a Nebraska limited liability company ("Redeveloper").

RECITALS

WHEREAS, Authority, Redeveloper and City of Alliance entered into a Redevelopment Contract, dated as of _____, 2023, (the "Contract");

WHEREAS, the Contract intended to implement the redevelopment plan for the Heartland Flats Mall and Apartment Project (the "Redevelopment Plan") to provide for the redevelopment of lots and lands located in a blighted and substandard area of the City of Alliance, Nebraska (the "City");

WHEREAS, in order to assist in the financing of the Redevelopment Project described in the Redevelopment Plan, the Contract provides for an amendment thereto; and

WHEREAS, pursuant to Section 3.01 of the Contract the parties desire to amend the Contract on the terms set forth herein and this Amendment shall constitute a "Redevelopment Contract Amendment" as defined in the Contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Authority and Redeveloper do hereby agree to amend the Contract as follows:

1. Definitions. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to such terms in the Contract.

2. Amendment.

a) Lots. This new Amendment shall include the following Lot:

Lot 4A, Holsten Replat of Lots One, Two and Three Holsten Addition to the City of Alliance, Box Butte County, Nebraska

(b) Effective Date. The effective date of the Amendment shall be January 1, 202_.

(c) Division Date. The Division Date (the "Division Date") shall mean the effective date for purposes of dividing taxes pursuant to Section 18-2147 of the Nebraska

Community Development Law. The Division Date shall be January 1, 202_ ; and a proposed form of the "Notice to Divide Tax for Community Redevelopment Project" is attached hereto as Exhibit A and incorporated herein by this reference. For purposes of the Notice to Divide Tax for Community Redevelopment Project, the calendar year in which the division of real property tax becomes effective shall be the year of the Division Date.

(d) Base Value Year. The base value year shall be 202_ . For purposes of the Notice to Divide Tax for Community Redevelopment Project, the Base value Year shall be the year defined in this Section 2 (d).

3. Requirement to File Notice to Divide Tax for Community Redevelopment Project. The Authority shall execute and file with the Box Butte County Assessor a signed original of the Notice to Divide Tax for Community Redevelopment Project, substantially in the form set forth in Exhibit A, attached hereto, prior to August 1, 202_ . [This date shall be the August 1 following the Division Date described in Section 2 (c) hereof.]

4. Miscellaneous Provisions.

(a) Effectiveness. This Amendment shall become effective when and only when counterparts of this Amendment have been duly executed by both Authority and Redeveloper.

(b) Ratification of Contract. Except as amended by this Amendment, the Contract shall remain in full force and effect and is hereby ratified and confirmed in all respects. Each party acknowledges and agrees to all terms of the Contract, as the same are amended by this Amendment, and makes and restates each representation and warranty set forth therein as if made on the date of this Amendment.

IN WITNESS WHEREOF, Authority and Redeveloper have signed this Amendment to Redevelopment Contract as of the date and year first above written.

EXHIBIT A

Notice to Divide Tax for Community Redevelopment Project

[TO BE ATTACHED]

