



## **CITIZENS ADVISORY REVIEW COMMITTEE**

**Tuesday, March 3, 2026 – 12:00 p.m.**

**Fremont Municipal Building – 400 E Military Ave, Fremont, NE 68025**

1. Call to Order
2. Approval of minutes from the December 2, 2025 meeting
3. Review Fund Balance
4. Review Quarterly Report
5. Consider Amendment Request from Wholestone Farms
6. Plan Administrator Updates
  - a. Pending applications
7. Adjourn

This agenda was posted at the Municipal Building and distributed to the members of the Citizens Advisory Review Committee on February 25, 2026, and online at [www.fremontne.gov](http://www.fremontne.gov). The official current copy is available at City Hall, 400 East Military Avenue. A copy of the Open Meeting Law is posted for review by the public.

**CITY OF FREMONT CITIZENS ADVISORY REVIEW COMMITTEE**  
**December 2, 2025 – 12:00 p.m.**

A meeting of the Citizens Advisory Review Committee was held on December 2, 2025, at 12:00 p.m. at the Municipal Building, 400 E Military Ave, Fremont, Nebraska. The meeting was preceded by publicized notice in the Fremont Tribune and the agenda displayed in the Municipal Building. The meeting was open to the public. A continually current copy of the agenda was available for public inspection at the office of the City Administrator, 400 East Military Avenue. The agenda was distributed to the Citizens Advisory Review Committee on November 25, 2025 and posted, along with the supporting documents on the City's website. A copy of the open meeting law is posted continually for public inspection.

**ROLL CALL**

Roll call showed Members Weise, Proskovec, Meyer, Schulz present. Johannsen joined after roll call. 4 members present, 1 absent. Others in attendance included Angie Olson, Plan Administrator, Jody Sanders, City Administrator, Jenn Nabb, Finance Director, Jeff Ray, Interim Planning Director. Council Members Lori Lathrop and Mark Jensen attended a portion of the meeting. Representatives of Structural Components Systems, Inc attended in person and virtually.

**APPROVAL OF MINUTES FROM June 24, 2025 MEETING.**

Moved by Member Wiese and seconded by Member Meyer to approve the minutes of the June 24, 2025 meeting. Ayes: Proskovec, Wiese, Meyer, Schulz. Motion carried 4-0. Johannsen absent.

**REVIEW FUND BALANCE.**

Olson gave overview and answered questions. No motion received.

**REVIEW QUARTERLY REPORT.**

Olson gave overview and answered questions. No motion received.

**APPLICATION FROM STRUCTURAL COMPONENTS SYSTEMS, INC. (SCS)**

Olson gave overview and answered questions. Representatives of SCS shared information and answered questions. During discussions, Johannsen joined the meeting. Moved by Member Proskovec and seconded by Member Wiese to recommend SCS's application to City Council with a request that Staff and the Local Option Review Team review the recommended award amount. Ayes: Meyer, Schulz, Proskovec, Johannsen, Wiese. Motion carried 5-0.

**ADJOURNMENT**

Moved by Member Wiese and seconded by Member Proskovec to adjourn at 12:44 p.m. Ayes: Proskovec, Schulz, Johannsen, Wiese, Meyer. Motion carried 5-0.



**SUMMARY OF LB840 SALES TAX REVENUE  
ECONOMIC DEVELOPMENT PROJECTS**

Business Name / Project	Date	LB 840 Loan to Business	LB 840 Investment-- Land, Infrastructure & Other	Jobs Created	\$\$ Per Job Created	Jobs Retained	Minimum Wage Amt. per Contract	NEW jobs	Property Investment (Per Building Permits)	Parcel ID	Real Estate Values (per assessor records 2015)	Real Estate Values (per assessor records 2025)	Local Sales Tax Generated (1.5%)	Notes	Defaulted
Christensen Business Park--purchase 112 acres & infrastructure	2000		\$2,661,256											Complete.	
Natura, 2779 West Rademakers Way	2002	\$570,000		25			\$8.25	117	\$25,085,817	270137024	\$14,137,265	\$17,559,431		\$570,000 Performance-Based Infrastructure included with Christensen Business Park. Complete.	
Spec Building at Christensen Business Park, 2639 West 23 Av.	2002		\$283,000						\$1,179,100	270137016	\$821,830	\$2,568,265		Sold building to Charleston's. Complete.	
Utility extensions on North Lincoln Street, 2400 North Lincoln (Holiday Inn Express & Steenblock)	2002		\$70,000			45			\$1,450,000	270136861	\$3,399,795	\$9,693,025		Made access to Steenblock and Holiday Inn Express. Complete.	
Sewer extension on North Yager Road to serve Burlington Northern Industrial tract	2003		\$50,000											Complete.	
Southwark, 2073 West Rademakers Way	2004	\$100,000		30	\$3,333.33		\$8.50	50	\$3,037,500	270137019	\$2,586,245	\$7,123,021		\$50,000 Performance-Based. Infrastructure included with Christensen Buisness Park. Complete.	
Nelson Business Park: Fremont Contract Carriers, 865 South Bud Blvd (Eagle Dist. also located here)	2004		\$776,161	35		145		35	\$9,240,680 Multi		\$8,874,010	\$14,048,250		Complete.	
Ready Tech-Go, Inc. (RTG Medical)	2007	\$155,000		10	\$15,500.00		\$8.50	25	Rent	Rent				\$145,000 0% RP & \$10,000 PB, create 10 jobs & retain for 1 year. (LM) Complete.	
Overland Products, 1577 & 1687 North Airport Road	2007	\$600,000		20	\$30,000.00	20	\$9.00		\$764,802	270062013	\$1,190,525	\$3,182,212		0% RP, create 20 jobs & retain for 5 years (LM) Complete.	
RK Aerials (Rosenbauer), 840 South Broad	2004	\$150,000		20	\$7,500.00	20	\$8.25		\$3,038,844 Multi		\$1,300,175	\$4,101,475		\$50,000 0% RP & \$100,000 PB, create 20 jobs & retain for 4 years, maintain Fremont location for 15 years (LM). Complete.	

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Best Cobb, LLC, 731 South Platte	2007	\$600,000		12	\$50,000.00		not defined		\$173,000					\$200,000 0% RP & \$300,000 6% RP, create 12 jobs & retain for 4 years, maintain Fremont facility for 10 years. \$100,000 PB, clean up property w/in 9 months. (LM). Complete.	*Defaulted May 2010, remaining loan balances re-amortized and repaid at 8% interest
Christensen Lumber LTD, 714 N Main	2007	\$175,000		10	\$17,500.00		\$11.00		\$4,345,451 Multi			\$6,016,454		\$50,000 0% RP & \$125,000 PB, create 10 jobs & retain for 5 years (LM). Complete.	
International Spices, 1040 South Lucius	2007	\$60,000		10	\$6,000.00		\$10.00	22	\$1,088,389	270104657	\$1,601,235	\$4,242,696		PB, create 10 jobs & retain for 5 years (LM). Complete.	
Merritt Equipment, 4650 North Broad	2008	\$150,000		10	\$15,000.00		\$14.00	2	\$1,059,784	270138851	\$798,320	\$1,700,812		PB, create 10 jobs & retain for 5 years (LM). Complete.	
Mid America Truck Wash	2008	\$50,000				12			\$353,649	270103390	\$450,125	\$781,844		Single Payment Loan, term 8 months (LM). Complete.	
Christensen Bus. Park--purch. 23 acres (Izaak Walton Range)	2009		\$200,767											Complete.	
Morningside North Business Park--purchase of 42 acres	2009		\$803,471							Multi	\$0	\$7,539,875		Complete.	
Sycamore Leaf Solutions, 321 East Military	2011	\$40,000		2	\$20,000.00	2	\$15.00		\$4,344	270002163	\$100,940	\$272,091		\$40,000 Performance-Based. Complete.	
Fremont Techology Park--purchase of 81 acres	2011		\$654,392											Complete.	
Fremont Technology Park CDBG loan guarantee, 2011-047	2011		\$975,392											Complete.	
Fremont Techology Park--infrastructure, 2011-047	2011		\$420,000											Complete.	
Airport Infrastructure	2012		\$132,631											Complete.	
Fremont Techology Park--infrastructure, 2013-095	2013		\$1,635,040											Complete.	
Morningside North Business Park--infrastructure, 2013-095	2013		\$444,000											Complete.	
McGinn Holdings, LLC	2014	\$10,000							\$11,325 Multi		\$174,895	\$798,462		PB, Maintain location for 3 years. Complete.	
Sycamore Leaf	2015	\$100,000		3	\$33,333.33	8	\$15.00		Rent	Rent				PB, create 3 jobs & retain 8 for 5 years. Complete.	

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Structural Components	2015	\$600,000		35	\$17,142.86		\$15.00		\$563,931	Multi	\$1,462,905	\$2,825,520		\$200k RP; \$400k PB 20 jobs in yr 1, 10 jobs in yr 2, 5 jobs in yr 3; retain all jobs for 5 years. Base = 209 jobs. Complete.	
Fremont Beef	2015	\$300,000		25	\$12,000.00		\$15.00		\$11,359,534	270104356	\$7,233,340	\$7,463,267		\$300,000 PB - 25 new jobs, retain for 5 yrs. Base = 315 jobs. Monitoring began 12/2015. Complete.	
Heartland Area Accessories	2016	\$150,000				10			\$900	270140842	\$81,300	\$2,239,754		PB, retain 10 jobs for 5 years and voluntary annex. Complete.	
Costco	2016	\$1,000,000		800	\$1,250.00		\$15.00		\$92,864,000	Multi	\$2,616,334	\$168,324,332 (2024)		PB, 800 by year 5 and at least \$150M invested in property by year 2. Complete.	
12 Days of Christmas - Film	2017	\$19,719											\$975**	Rebate of 30%, not to exceed \$25,000, on qualified expenditures. Complete.	
Legacy Post and Beam	2017	\$60,000		12	\$5,000.00		\$18.00		\$375,000	Multi	\$0	\$1,844,716		PB, 12 new jobs in Fremont, retain for 4 years. Complete.	
Greater Fremont Development Council	2018		\$500,000											Matching funds for Rural Workforce Housing Fund Grant	
Pearl Academy	2018	\$71,121		7	\$10,160.14		\$10.00	Rent		Rent				50% RP, 50% PB, 7 jobs, retain for 5 years. Complete.	
0.402 (Fremont Moo)	2018		\$250,000					Rent						PB, Maintain team in Fremont for 5 years, first season = 2019. Complete.	
Infinite 8 Institute	2018	\$200,000		8			\$19.00							RP over 5 years	In default. Update as of Nov 2024: judgement being pursued
WLG Fremont, LLC (RTG Medical)	2019	\$600,000		50	\$12,000.00	80	\$45,000.00			270140432	\$0	\$10,324,944		PB, 50 new jobs, retain for 5 years	in litigation

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Greater Fremont Development Council	2019		\$1,000,000											Funds for Low-Moderate Income Housing	
La Flamme Rouge, LLC - Film	2019	\$14,134											\$707**	Rebate of 30%, not to exceed \$35,000, on qualified expenditures. Complete.	
Morningside Business Park - Johnson Road Paving,2019-186	2019		\$1,000,000											Morningside Business Park Infrastructure Improvements. Complete.	
505 Brewing Company	2019	\$165,000		5	\$33,000.00		\$15.00							PB, 5 new jobs, retain for 5 years. Complete.	
WholeStone Farms, LLC	2020	\$1,300,000		600	\$2,166.67	1300	\$17.00		\$34,711,190 Multi		\$9,833,770	\$42,693,441		PB, 600 new jobs, retain for 5 years	
Summit Medical Staffing, LLC	2020	\$50,000		see amended			\$21.63	Rent	Rent					Amended - PB. See below for amended agreement. Complete.	
Tech Partners, LLC	2020	\$32,250		2	\$16,125.00	4	\$18 & \$25		\$233,000 Multi		\$128,740	\$1,051,451		75/25, 2 new jobs, retain for 5 years. Complete.	
Fabrication Holdings, LLC DBA Elemetal	2020	\$200,000		4	\$50,000.00	16	\$21.63		\$48,000 Multi		\$650,705	\$1,824,304		PB, 4 new jobs, retain for 5 yrs. Complete.	
Compound Holdings, LLC (Vertical Cold Storage)	2021									270139122				PB, 51 new jobs min. wage \$20.19, retain for 5 yrs. - De-comitted Res 2022-170	
Summit Medical Staffing, LLC	2021	\$450,000		55	\$8,181.82	12	\$21.63			270141093	\$0	\$947,961		PB, 55 new jobs, retain for 5 yrs, relocate to Tech Park. Complete.	
505 Main Street Group	2021	\$465,000							\$4,600,000	270002954	\$157,435	\$212,555		Renovate 505 N Main Street into apartments. Maintain for 5 years after final payment.	
Maiz - Film	2021	\$486											24.32**	Rebate of 30%, not to exceed \$1,000, on qualified expenditures. Complete.	
My Central Supply (MCS)	2022	\$200,000		8	\$25,000.00	4	\$21.63							PB, maintain 4 jobs, 8 new jobs, retain for 5 yrs	in litigation

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Fremont Technology Park - Infrastructure, 2022-172	2022		\$2,882,000											Paving, water, sewer, streetlights at 29th St and N Lincoln Ave	
I Am A Man, LLC - Film	2022													Rebate of 30%, not to exceed \$265,692, on qualified expenditures. Resolution repealed via Res 2023-138	
Newstar Sourcing Solutions, LLC	2024	\$200,000		2		13	ave \$29.35							50/50 2% interest, 2 new jobs, retain for 5 years	
WaterFlex Software, LLC DBA WaterFlex	2025	\$200,000		8	\$25,000.00		ave \$35.57				TBD			PB, relocate to Fremont, 8 new jobs, retain for 5 yrs.	
Total Awards awarded: 54															
<b>Totals</b>		<b>\$9,037,710</b>	<b>\$14,738,110</b>	<b>1808</b>		<b>1691</b>		<b>251</b>	<b>\$195,588,240</b>		<b>\$57,599,889</b>	<b>\$151,055,826</b>			
	<b>Total LB840 Fund</b>		<b>\$23,775,820</b>												

PB = Performance Base  
 RP = Repayable  
 \*\*Sales tax generated is singular event  
 FTE Jobs to Date tracked from 2023 on

## STAFF REPORT

TO: Citizen Advisory Review Committee  
FROM: Angie Olson, Plan Administrator  
DATE: March 3, 2026  
SUBJECT: Amendment to Wholestone Farms Cooperative, Inc. Local Option Economic Development Loan Agreements

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**Recommendation:** Consider amendment to Wholestone Farms Cooperative, Inc Local Option Economic Development loan documents and authorizing the Mayor to sign the loan agreement amendment.

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**Background:** On February 25, 2020, the City of Fremont City Council approved Resolution 2020-052, authorizing a 5-year performance-based forgivable Local Option Economic Develop Fund loan to Wholestone Farms (Wholestone) in the amount of \$1,300,000.

The loan documents, executed February 17, 2021, commit Wholestone to invest \$330,000,000 in capital improvements at their facility located at 900 S Platte Avenue and employ at least 1,900 FTE employees at 900 S. Platte Avenue.

The Employment Requirements schedule is as follows:

Review of monitoring documentation has demonstrated Wholestone's compliance with the requirements of years 1, 2, and 3. Three-fifths of the \$1,300,000 Local Option Economic Development Loan, or \$780,000, has been formally forgiven. After reviewing the submitted reports for year 4, Wholestone failed to reach the milestone and no amount was formally forgiven at that time. Year 5 is currently in the monitoring process. Wholestone's current remaining balance is \$520,000.

Staff recently met with Wholestone to discuss their project, future projects and loan agreement. Wholestone has submitted a formal request to amend their current loan agreement as follows based on shifts to the project reflected in their initial application:

- Term extension to 2029
- Amend employee creation to 300 FTE positions

In their Amendment Request Letter (included with this report), Wholestone reiterates their commitment to the Fremont community and details factors that have shifted their project, including:

- Construction costs
- Political and regulatory conditions
- Pivot from additional work shift to investment in Eagle Grove

The Local Option Review Team considered this item at their February 25 meeting and recommends City Council approve the requested amendment.

**Fiscal Impact:** Local Option Economic Development Fund – extension of \$520,000 committed funds for performance-based forgiveness.

City of Fremont  
Attn: City Administration / Grant Coordinator

400 East Military Avenue  
Fremont, NE 68025

### **Request for Amendment to LB840 Local Option Economic Development Program**

Dear Members of City Council,

On behalf of Wholestone Farms, I am writing to formally request an amendment to our existing LB840 Local Option Economic Development Agreement with the City of Fremont.

Since the inception of our project, Wholestone Farms has remained committed to investing in the Fremont community through job creation, capital investment, and long-term economic growth. As we continue to assess market conditions, workforce availability, and operational needs, we respectfully request adjustments to two components of our current agreement to ensure the project remains sustainable and aligned with realistic growth projections.

Specifically, we are requesting the following amendments:

1. **Program Term Extension**

Extend the term of the LB840 agreement from **2026 to 2029**. The planned growth trajectory between 2022 and 2026 was impacted by several factors.

First, rising construction and material costs during the initial plant renovations increased total projected investment from approximately \$330 million to \$400 million, while the cost of capital also continued to escalate.

Second, changes in the political and regulatory landscape created uncertainty related to workforce availability and export markets, impacting the Company's ability to confidently execute its hiring strategy.

Third, during this period, the Company evaluated alternative capacity expansion options, including its minority ownership position in the Eagle Grove facility. At that time, the Eagle Grove investment presented a higher return compared to additional expansion in Fremont.

2. **Employment Commitment Adjustment**

Amend the current employment requirement from **550 new employees to 300 additional full-time equivalent (FTE) positions**. The original business plan assumed a double-shift operation; however, the revised plan emphasizes reduced employee overtime and a four-day workweek to enhance work-life balance. This operational change also supports increased efficiency, enabling the Company to expand annual harvest capacity by approximately 1 million pigs.

We believe these amendments allow our project to remain on a solid foundation while preserving the original intent of the LB840 program—to stimulate economic development, create quality jobs, and foster sustainable growth within the City of Fremont. Wholestone Farms remains fully committed to our partnership with the City and to fulfilling our obligations under the amended terms.

We appreciate your continued support and consideration of this request.

Thank you for your time, collaboration, and continued partnership.

Respectfully submitted,



Chris Venteicher  
Chief Financial Officer

## ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective as of the 7<sup>th</sup> day of February, 2021 (the "Effective Date"), by and among the City of Fremont, Nebraska ("City") and Wholestone Farms Cooperative, Inc., 900 S. Platte Avenue, Fremont, NE 68025, a Nebraska Corporation ("Company") (City and Company, each a "Party" and collectively, the "Parties").

### WITNESSETH:

WHEREAS, on January 18, 2020, Company filed an Application for Economic Development Incentives (the "Application") with City;

WHEREAS, Company is expanding their operations and investing \$330,000,000 in capital improvements at their facility at 900 S. Platte Avenue in Fremont, Nebraska and creating 800 full-time equivalent (FTE) jobs in Fremont within four years of the date of this agreement;

WHEREAS, Company agrees to continue to employ at least 1,900 full-time equivalent (FTE) employees at their location at 900 S. Platte Avenue in Fremont, Nebraska from the date the jobs were created until at least the fifth (5th) anniversary of the Effective Date;

WHEREAS, City finds Company to be a qualifying business under the City's Local Option Economic Development Plan; that the Company's project qualifies for economic development incentives under the Plan; that the Company's project will be of substantial economic benefit to the people of Fremont and the surrounding area and the economic development incentive set forth in this Agreement constitutes a fulfillment of the major objectives of the City's Local Option Economic Development Plan;

WHEREAS, City is willing to provide Company with up to One-Million Three-Hundred Thousand and no/100 dollars (\$1,300,000.00) in a loan towards the renovation and expansion of their facility at 900 S. Platte Avenue in Fremont, Nebraska and upon the fulfillment of the conditions set forth in this Agreement provided that Company complies with the terms of this Agreement; and

WHEREAS, in furtherance of the foregoing recitals, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1) Definitions. As used in this Agreement, the following terms shall have the respective meanings ascribed to them in this Section 1:

a) "Employment Certificate" shall mean a certification for the defined period containing the sworn statement of a duly authorized representative of Company specifically setting forth compliance with the FTE's and Minimum Hourly Rate terms of this Agreement. The Employment Certificate shall contain the following information and adhere to the following terms: (i) the total number of hours

which FTE's worked and received compensation at Company's facilities in Fremont; and (ii) the average hourly rate for all FTE's which shall meet or exceed the Minimum Hourly Rate. Company agrees that upon receipt of written notice pursuant to the terms of this Agreement, Company shall allow the City Administrator or his designee to personally inspect Company's employment records as confirmation of the statements contained in the Employment Certificate.

b) "Full-Time Equivalents" or "FTE's" shall mean persons hired by Company as part of operations at 900 S. Platte Avenue in Fremont as detailed in the recitals to this Agreement. The total number of FTE's shall be determined by dividing the total number of hours Company employees worked at its facilities located in Fremont by two thousand eighty (2,080).

c) "Minimum Hourly Rate" shall mean an average minimum rate of \$17.00 or more per hour for each FTE employed as part of Company's operation at 900 S. Platte Avenue in Fremont. The hourly rate shall be determined by dividing the total wages and salaries paid to each FTE by two thousand eighty (2,080).

d) "Performance-based Forgivable Loan" shall mean a form of loan in which its entirety can be forgiven over a period of time by the City when certain conditions are met.

e) "Repayable Loan" shall mean a form of loan in which the Company promises to repay the City according to certain terms and conditions with interest.

2) Employment Requirements. Company shall retain a minimum of one-thousand three-hundred (1,300) full-time equivalent (FTE) positions and create at least eight-hundred (800) additional full-time equivalent (FTE) employees located at their facility at 900 S. Platte Avenue in Fremont, Nebraska according the following schedule:

- i. Year 1 - At least \$20 million of investment made into the project by the end of the first year.
- ii. Year 2 – At least \$75 million of investment made into the project by the end of the second year.
- iii. Year 3 – At least \$150 million of investment made into the project by the end of the third year.
- iv. Year 4 – 1,600 full-time equivalent jobs (in total) by the end of the fourth year; average job wage must be at least \$17.00 per hour with benefits.
- v. Year 5 – 1,900 full-time equivalent jobs (in total) by the end of the fifth year; average job wage must be at least \$17.00 per hour with benefits.

a) Company is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

b) Company understands and agrees that lawful presence in the United States is required and the Borrower may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. subsection 4-108.

c) Company agrees to have available for review the individual files, which contain this form and to provide summary data to the City as requested.

3) Disbursement of LB 840 Funds for Job Creation. Company shall be eligible for an economic development incentive loan of One-Million Three-Hundred Thousand and no/100 dollars (\$1,300,000.00) for retaining 1,300 FTEs and creating 800 additional FTE employee positions.

4) Total Disbursements. The maximum total amount City shall disburse to Company pursuant to this Agreement shall be One-Million Three-Hundred Thousand and no/100 dollars (\$1,300,000.00).

5) Company's Representations and Warranties. Company represents and warrants to City as follows:

d) Organization, Standing and Power. Company is a Nebraska Corporation duly formed, validly existing and in good standing under the laws of the State of Nebraska and has the legal power to carry on its business as it is now being conducted.

e) Authority. The execution, delivery and performance of this Agreement by Company has been duly and validly authorized and approved by all necessary legal action on the part of Company.

f) Binding Agreement. This Agreement, when executed and delivered, will constitute the legal, valid and legally binding agreement of Company, enforceable against Company in accordance with its terms.

g) No Conflict with Other Instruments or Agreements. The execution, delivery and performance of this Agreement by Company will not result in a breach or violation of, or constitute a default under any agreement to which Company is bound, and will not be in violation of any statute, judgment, order, rule or regulation of any court, or any federal, state or other regulatory authority or governmental body having jurisdiction over Company in effect as of the Effective Date.

h) No Brokers. Company has not retained or agreed to compensate any broker or finder in connection with the transactions contemplated by this Agreement.

i) Operations. During the term of this Agreement, Company shall maintain operations in Fremont, Nebraska and maintain the premises in good operating condition, ordinary wear and tear excepted.

j) Minimum Number of Employees. Company agrees to employ at least 1,900 full-time equivalent (FTE) employees at their facility at 900 S. Platte Avenue in Fremont, Nebraska within four (4) years and maintain those 1,900 jobs until at least the fifth (5th) anniversary of the Effective Date.

In the event that Company breaches any of the foregoing representations and warranties, all amounts owing to City by the Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of six percent (6%) per annum until such amounts are repaid in full.

6) Company's Obligation to Repay Funds. The Parties acknowledge and agree that the funds to be provided by City to Company pursuant to this Agreement are being provided in the form of an economic development loan and are subject to repayment in accordance with the terms and conditions of this Agreement if Company fails to perform its obligations under this Agreement. The Parties further acknowledge and agree that City shall forgive the entire economic development loan disbursed to Company representing a total of one-million three-hundred thousand and no/100 dollars (\$1,300,000.00) upon Company meeting the following conditions:

a) Company shall have complied with the terms and provisions of Sections 2- 5 of this Agreement in all respects; and

b) If Company remains in compliance with the terms and provisions of Sections 2-5 of this Agreement in all respects, the One-Million Three-Hundred Thousand and no/100 dollars (\$1,300,000.00) Economic Development Loan will be forgiven pursuant to the following schedule:

i) On the first (1<sup>st</sup>) anniversary of the Effective Date, one-fifth (1/5) or Two-Hundred Sixty Thousand and no/100 dollars (\$260,000) of the Economic Development Loan shall be forgiven;

ii) On the second (2<sup>nd</sup>) anniversary of the Effective Date, one-fifth (1/5) or Two-Hundred Sixty Thousand and no/100 dollars (\$260,000) of the Economic Development Loan shall be forgiven;

iii) On the third (3<sup>rd</sup>) anniversary of the Effective Date, one-fifth (1/5) or Two-Hundred Sixty Thousand and no/100 dollars (\$260,000) of the Economic Development Loan shall be forgiven;

iv) On the fourth (4<sup>th</sup>) anniversary of the Effective Date, one-fifth (1/5) or Two-Hundred Sixty Thousand and no/100 dollars (\$260,000) of the Economic Development Loan shall be forgiven; and,

v) On the fifth (5<sup>th</sup>) anniversary of the Effective Date, one-fifth (1/5) or Two-Hundred Sixty Thousand and no/100 dollars (\$260,000) of the Economic Development Loan shall be forgiven.

c) The loan will be memorialized in a promissory note, a copy of which is marked Exhibit A, attached hereto and incorporated herein.

7) Default. In the event that Company fails to comply with any of the terms of this Agreement, City may declare Company to be in breach. Any such declaration shall be in writing and delivered to Company at its last known address. In the event that City declare Company to be in breach, all amounts owing to City by the Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of six percent (6%) per annum until such amounts are repaid in full.

8) Actions after Effective Date. From time to time after the Effective Date, without further consideration, each of the Parties will execute and deliver such documents and instruments, as any other Party shall reasonably request to give full effect to the transactions contemplated by this Agreement.

9) Term. This Agreement (and all representations, covenants, agreements, obligations and warranties of Company and the City contained in this Agreement), shall

remain in full force and effect until the Company has repaid all loan amounts pursuant to Section 6, of this Agreement (such date shall be the "Termination Date"). From and after the Termination Date, this Agreement shall be of no further force or effect and no Party shall have any further obligations pursuant to this Agreement.

10) Amendment. No amendment or modification of this Agreement shall be binding on any Party unless the same shall be in writing and signed by all Parties.

11) Communication. Company agrees to inform City of any changes in Company's address, telephone number, email address or leadership within three (3) business days of such changes. Company also agrees to fully respond within fifteen (15) calendar days to any request for information from City related to Company's compliance with the terms of this Agreement. All responses to inquiries shall be in writing and provided to City at the following address:

Fremont City Clerk  
400 East Military Avenue  
Fremont, NE 68025

12) Indemnification. Company agrees to indemnify, defend and hold City and their employees, officers, directors, agents, attorneys, affiliates and their respective successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency and expense (including interest, penalties, attorneys' fees and amounts paid in settlement) to which the Indemnified Parties may become subject arising out of or based upon a breach or default by Company of this Agreement or the performance or non-performance of the Agreement.

13) Expenses. The Parties shall all pay their respective expenses incident to the preparation, execution and consummation of this Agreement.

14) Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns (including, without limitation, any purchaser of, or successor to, Company whether by purchase, merger, consolidation, reorganization, liquidation or any other type of transaction).

15) Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16) Non-Waiver. Waiver of or acquiescence by City in any default by Company, or any failure of the City insist upon strict performance by Company of any warranties, agreements or other obligations contained in this Agreement shall not constitute a waiver of any subsequent or other default, failure or waiver of strict performance, whether similar or dissimilar.

17) Relationship of Parties. The Parties have entered into this Agreement solely for the purposes set forth in this Agreement. Nothing contained in this Agreement shall be construed to create or imply any (a) partnership or joint venture by or among of the Parties, or (b) any principal and agency relationship by or among the Parties.

18) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Nebraska, without giving effect to its conflict of laws

principles.

19) Entire Agreement. This Agreement and the documents referred to in this Agreement constitute the entire agreement of the Parties respecting the subject matter contained in this Agreement and supersede any prior offers, understandings, agreements or representations by and between the Parties, written or oral, which may have related to the subject matter of this Agreement in any way.

20) Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above written.

Wholstone Farms Cooperative, Inc., a Nebraska Corporation

By:   
Chris Venteicher  
Its: Chief Financial Officer

City of Fremont, Nebraska

By:   
Joey Spellerberg  
Its: Mayor

EXHIBIT "A"

**PROMISSORY NOTE  
PERFORMANCE-BASED FORGIVABLE LOAN**

February 17, 2021

\$1,300,000

Fremont, Nebraska

For Value Received, the undersigned, and Wholestone Farms Cooperative, Inc., 900 S. Platte Avenue, Fremont, NE, 68025, a Nebraska Corporation (hereinafter referred to as the "Maker"), promises to pay to the City of Fremont, Nebraska, a political subdivision of the State of Nebraska, (the "Lender"), the principal sum of One-Million Three-Hundred Thousand and no/100 dollars (\$1,300,000.00) together with interest to accrue thereon at the rate of six percent (6%) per annum compounded annually as provided herein.

The term of this Promissory Note will be five (5) years from the date of the execution of this Promissory Note, and that certain Economic Development Agreement dated on even date herewith (the "Agreement"). The amounts due from Maker under this Promissory Note will be forgiven as follows:

- i) On the first (1<sup>st</sup>) anniversary of the Effective Date, one-fifth (1/5) or Two-Hundred Sixty Thousand and no/100 dollars (\$260,000) of the Economic Development Loan shall be forgiven;
- ii) On the second (2<sup>nd</sup>) anniversary of the Effective Date, one-fifth (1/5) or Two-Hundred Sixty Thousand and no/100 dollars (\$260,000) of the Economic Development Loan shall be forgiven;
- iii) On the third (3<sup>rd</sup>) anniversary of the Effective Date, one-fifth (1/5) or Two-Hundred Sixty Thousand and no/100 dollars (\$260,000) of the Economic Development Loan shall be forgiven;
- iv) On the fourth (4<sup>th</sup>) anniversary of the Effective Date, one-fifth (1/5) or Two-Hundred Sixty Thousand and no/100 dollars (\$260,000) of the Economic Development Loan shall be forgiven; and,
- v) On the fifth (5<sup>th</sup>) anniversary of the Effective Date, one-fifth (1/5) or Two-Hundred Sixty Thousand and no/100 dollars (\$260,000) of the Economic Development Loan shall be forgiven, and

Otherwise performs all Maker's obligations to Lender under this Note and the Agreement.

If Maker fails to create and maintain the jobs for the required period(s) described below:

- (i) 1,900 full time equivalent jobs in its company at 900 S. Platte Avenue in Fremont, Nebraska in four years from the date of the execution of this Promissory Note, and
- (ii) Maintains those jobs in its company at 900 S. Platte Avenue in Fremont, Nebraska for a minimum period of five (5) years from the date of agreement.

or otherwise fails to perform its duties under this Promissory Note, the Agreement, or should any of the ownership interests in Maker be transferred to a third party, then in any such event, Maker shall be in default under this Promissory Note and the Agreement, and agrees that Lender may in its sole discretion elect to accelerate the amounts due under this Promissory Note. Maker further agrees to pay all Lender's reasonable costs of collection including attorney fees to the extent allowed by applicable law.

All payments and any notice to the Lender shall be sent to the Lender by sending the same to: Fremont City Clerk, 400 East Military Avenue, Fremont, Nebraska, 68025, or such other address as is designated by the Lender in writing. Any notices given to the Maker by Lender will be deemed sufficient and given if sent to the Maker at the following address: Wholystone Farms Cooperative, Inc. 900 S. Platte Avenue, Fremont, NE 68025, or at such other address as the Maker will have designated to the Lender in writing. Lender's notices shall be deemed given when sent and Maker's notices to Lender will be deemed given when actually received by Lender.

The undersigned:

- (a) Waives demand, presentment, protest, notice of protest, and suit against any party and all other requirements necessary to hold it; and
- (b) Waives as to the amount due hereunder, all rights of exemption under the constitution or laws of the State of Nebraska or any other state as to personal property.

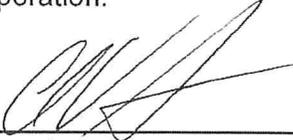
This Promissory Note and all provisions are binding on the Maker, its successors and assigns, and will insure to the benefit of the Lender, its successors and assigns. The Lender does not by any act, delay, omission or otherwise has waived any of its rights or remedies, and no waiver of any kind is valid against the Lender unless in writing and signed by the Lender.

This Promissory Note is governed by and construed in accordance with the laws of the State of Nebraska. This Promissory Note and the Agreement contain the entire agreement of the parties to the transactions described above and may not be amended or modified in whole or in part except by written agreement by both of the parties hereto.

Any dispute involving or relating to this Promissory Note or the Agreement, including but not limited to the parties' conduct in entering into any of them, any oral representations or agreements related thereto and the performance of any of these agreements, shall be litigated exclusively in the state courts located in Dodge County, Nebraska. The parties consent to personal jurisdiction in the State of Nebraska and to venue in Dodge County, Nebraska, or in the United States District Court for the District of Nebraska with trial in Omaha, and agree not to contest or to change venue from such location. The parties hereby waive any and all rights they may have to a jury trial in connection with any litigation commenced by or against Lender with respect to the rights and obligations of the parties under this Promissory Note or the Agreement whether sounding in tort, contract, or other theory.

Dated and executed as of the date first written above.

Wholestone Farms Cooperative, Inc., a Nebraska Corporation.

By:   
Chris Venteicher  
Its: Chief Financial Officer

WITNESS:   
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