

**WEST HAYMARKET
REDEVELOPMENT AGREEMENT**

THIS WEST HAYMARKET REDEVELOPMENT AGREEMENT (“Redevelopment Agreement”) is entered into as of the ____ day of _____ 2012, by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation (hereinafter referred to as “City”), the WEST HAYMARKET JOINT PUBLIC AGENCY, a political subdivision and corporate body politic of the State of Nebraska (hereinafter referred to as “JPA”), and TDP PHASE ONE, LLC, a Nebraska limited liability company (hereinafter referred to as “TDP” or “Redeveloper”).

RECITALS

A. The City has undertaken a program for the redevelopment of blighted and substandard areas in the City of Lincoln, Nebraska, and as part of that program the City has prepared and approved the Lincoln Center Redevelopment Plan as amended (the “Redevelopment Plan”) providing for the West Haymarket Redevelopment Project in an area generally bounded on the west by the BNSF and UP railroad lines, by approximately 7th Street on the east, the south interior roadway of Haymarket Park and the Bereuter Pedestrian Bridge on the north, and “M” Street on the south (“West Haymarket Redevelopment Area”), a copy of which, together with any and all amendments thereto, is on file in the Office of the City Clerk of the City (the “City Clerk”).

B. TDP has submitted a proposal to redevelop a portion of the West Haymarket Redevelopment Area (“TDP Project”) on real property generally described as (1) Redevelopment Area A, on the Superblock between R and Q Streets (Block A South of Arena); and (2) Redevelopment Area C, on the festival block north of the Lincoln Station Building (Festival Block Southeast of Arena) (collectively “TDP Redevelopment Areas”).

C. The planned construction for the TDP Project includes, but is not limited to, one or more buildings containing approximately 92,500 square feet of residential space; approximately 15,000 square feet of office space; and approximately 49,500 square feet of retail space (collectively, the “Residential, Retail, and Office Improvements” or the “RRO Improvements”) and a multi-story approximately 110-room hotel and related facilities which shall include some first floor retail space along the street façade of the hotel and two floors of office or residential space above the hotel (the “Hotel Improvements”). (The RRO Improvements and the Hotel Improvements are collectively hereinafter referred to as the “Private Improvements”).

D. The JPA has been created and established by and between the University of Nebraska and the City pursuant to the Nebraska Joint Public Agency Act, Neb. Rev. Stat. § 13-2501, et seq. (Reissue 2007). Specifically, the JPA was created to function as the coordinating entity to finance and provide for the contract, design and construction of the West Haymarket Arena as well as necessary land acquisitions/remediation and supporting infrastructure and facilities for the larger scope of the West Haymarket facilities including, but not limited to, roads, streets, sidewalks, pedestrian overpass, public plaza space, sanitary sewer mains, water mains, electric transmission lines, drainage systems, flood control, parking garages and surface parking lots.

E. The JPA has acquired or will acquire the TDP Redevelopment Areas along with other real estate generally identified as: (1) Redevelopment Area B, on the Superblock between Q and P Streets (Block B South of Arena); (2) Redevelopment Area D, on the Super block between O and P Streets (Block D South of Arena); and (3) Redevelopment Area E, should it become available for redevelopment, on the Super block between N and O Street (Block E South

of the Arena). Redevelopment Areas A, D and E are shown on the map attached hereto as Exhibit A-2 and are incorporated herein by this reference. The West Haymarket Redevelopment Project Area is shown on the map attached hereto as Exhibit A-3 and the Redevelopment Area is incorporated herein by reference.

F. This Redevelopment Agreement implements the TDP Project and sets forth the terms and conditions for the TDP Project.

G. *Neb. Rev. Stat.* §18-2107 (Reissue 2007) authorizes the City to enter into contracts with redevelopers of property containing covenants and conditions regarding the use of such property as the City may deem necessary to prevent the recurrence of substandard and blighted areas.

H. The City and JPA are willing to support the above described redevelopment of the TDP Redevelopment Areas provided TIF Proceeds (defined below) are available to be used (1) to reimburse the JPA for the JPA Priority Expenses (defined below), and (2) to reimburse the Redeveloper for Redeveloper Priority Expenses (defined below); provided Redeveloper is willing (1) to restrict the use of the TDP Redevelopment Areas to certain approved uses, and (2) to agree to covenants and conditions regarding compulsory maintenance and upkeep of the Private Improvements to prevent a recurrence of substandard and blighted conditions. The JPA Priority Expenses and Redeveloper Priority Expenses are more particularly described Section 601 below and summarized on the Sources and Uses of TIF on Exhibit B attached and incorporated by this reference.

I. Pursuant to *Neb. Rev. Stat.* §18-2147, et seq., the Redevelopment Plan contains a provision which provides that any ad valorem tax levied upon real property in the TDP Project

for the benefit of any public body shall be divided, for a period not to exceed fifteen (15) years after the Effective Date as identified herein as follows:

- That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each such public body upon the TDP Project valuation as of January 1 of the year prior to the year that the ad valorem taxes are to be divided shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body; and
- That portion of the ad valorem tax on real property as provided in the redevelopment contract or bond resolution in the TDP Project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principle and the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority (“TIF Indebtedness”) for financing or refinancing in whole or in part, the Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon taxable real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

Said provision is hereinafter referred to as the “Ad Valorem Tax Provision” or the “Tax Increment Provision.”

J. In order to reimburse Redeveloper for Redeveloper Priority Expenses and JPA for JPA Priority Expenses, the City intends to issue tax increment financing indebtedness (“TIF Note”) to be repaid with the tax increment revenues generated under the Ad Valorem Tax Provision (“TIF Tax Revenues”).

K. The parties mutually agree that the redevelopment of the TDP Redevelopment Areas is in the vital and best interest of the City and is in furtherance of the health, safety, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable laws and requirements under which the Redevelopment Plan has been undertaken.

NOW THEREFORE, for and in consideration of the recitals set forth above and the mutual representations, warranties and covenants set forth below, and other good and valuable

consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I.

REDEVELOPER'S RESPONSIBILITIES

Section 101. Evidence of Redeveloper's Ability

A. Evidence of Financial Ability of Redeveloper. Redeveloper shall within thirty (30) days following execution of this Redevelopment Agreement provide to the City evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitments of the Redeveloper in connection with the Private Improvements. To the extent allowed by law, the City agrees to keep such information confidential. Such information shall state the amount and source of liquid assets on hand or immediately available to Redeveloper for use of the TDP Project. Redeveloper shall, prior to closing of the RRO Project Parcels and the Hotel Project Parcel, state the amount and source of debt financing which is available, or irrevocably committed, to Redeveloper for use in completing the RRO Project and Hotel Project. Such information shall be provided in a form satisfactory to the Finance Director of the City, and evidence of loan commitments shall include all the documents evidencing the loan commitment, and acceptance by the borrower, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, the acceptance, and the loan. Timely submittal of such financial information in a form satisfactory to the Finance Director of the City shall be a condition precedent to the requirement of the City to proceed with its obligations under this Redevelopment Agreement.

B. Evidence of Ability of Redeveloper to Timely Commence Construction of the Private Improvements. Redeveloper shall, prior to closing of the RRO Project Parcels and the

Hotel Project Parcel, provide satisfactory documentation to the City that Redeveloper is ready, willing and able to timely commence construction of the applicable RRO Improvements or Hotel Improvements as provided in Section 103.C and Section 103.D below, respectively. Submittal of such information and documentation in a form satisfactory to the City shall be a condition precedent to the requirement of the City to proceed with its obligation to convey the RRO Project Parcels and/or Hotel Project Parcel to Redeveloper under this Redevelopment Agreement.

Section 102. Schematic Drawings; Preliminary Plans & Specifications; Final Construction Documents; Approval; Changes.

A. Conceptual Plans and Drawings. Overall conceptual plans and drawings (“Project Schematic Drawings”), shall be based upon the West Haymarket Integrated Development Plan - July 30, 2009 (“IDP”), a copy of which is on file in the office of the City's Director of Planning, and specific guidelines for signage, design, and exterior building guidelines (“Exterior Design Criteria”), a copy of which is attached to this Redevelopment Agreement as Exhibit C and is incorporated by this reference. The Project Schematic Drawings and Exterior Design Criteria shall serve as the basis for development of the plans and specifications for the Private Improvements. The Project Schematic Drawings attached as Exhibit D and incorporated by this reference have been reviewed and approved by the Mayor as in conformance with the Exterior Design Criteria.

B. Preliminary Plans. Preliminary plans and specifications (“Preliminary Plans”) will be prepared by Redeveloper for the Private Improvements to be constructed by Redeveloper on the TDP Redevelopment Areas. Such Preliminary Plans shall be based upon the Project Schematic Drawings and shall show all the Private Improvements to be constructed by Redeveloper as part of the TDP Project and shall also provide elevation views of the exterior of

the Private Improvements (“Exterior Drawings”) and the construction materials to be used for such exterior walls.

The Preliminary Plans, and in particular the Exterior Drawings, of the Private Improvements shall be submitted to the Historic Preservation Commission and the Urban Design Committee, in accordance with the submittal requirements in Section 4.36.040 of the Lincoln Municipal Code, for their joint review and submittal of their recommendation to the City no later than thirty (30) days following Redeveloper’s submittal of the Preliminary Plans. In addition, ingress and egress to and from the TDP Redevelopment Areas from the public streets as shown on the Preliminary Plans shall be subject to City approval based upon City access design standards and the Lincoln Municipal Code. The Preliminary Plans shall also be submitted to the Mayor for his review and approval. The Preliminary Plans shall be approved if they are in substantial conformity with the Project Schematic Drawings, the Exterior Design Criteria, and this Agreement.

C. Exterior Construction Documents. Upon approval of the Preliminary Plans by City, taking into account the recommendations of the Historic Preservation Commission and the Urban Design Committee, Redeveloper shall prepare or have prepared the exterior construction documents (“Exterior Construction Documents”) which shall be submitted to the Mayor for his review and approval. The Exterior Construction Documents shall be reviewed by the Mayor and approved only if they are prepared from and in substantial conformance with the approved Preliminary Plans, and in substantial conformity with this Redevelopment Agreement.

D. Historic Preservation Commission/Urban Design Committee Failure to Act. In the event the Historic Preservation Commission and/or the Urban Design Committee fail to submit their recommendation to the City as provided for in subparagraph B above within thirty

(30) days after receipt of the submittal, then Redeveloper may submit such documents directly to the City for its review and approval.

E. Approval. City shall so approve or reject the Preliminary Plans and Exterior Construction Documents within fourteen (14) days after receipt of the applicable documents and/or any report and recommendation of the Historic Preservation Commission and/or Urban Design Committee. Such Preliminary Plans and Exterior Construction Documents shall be reviewed by the Mayor and approved only if they are prepared from and in substantial conformance with the approved Project Schematic Drawings, and in substantial conformity with this Redevelopment Agreement. Failure of the City to reject the applicable documents within said fourteen (14) days shall be deemed as approval. If the City rejects the applicable plans, the City shall deliver to Redeveloper notice thereof accompanied by an explanation of the reasons for such rejection based on the standards for this TDP Project. If rejected, Redeveloper shall work with the Architect to submit corrected Preliminary Plans and Exterior Construction Documents, as applicable, within fourteen (14) days after the date of receiving the written rejection notice. Resubmitted Preliminary Plans and Exterior Construction Documents shall be approved or rejected as provided above for original submittals.

F. Approval Limitation. Approval of the Preliminary Plans and Exterior Construction Documents is not a substitute for and does not eliminate the requirement that Redeveloper apply for and receive necessary building permits for construction of the Private Improvements.

G. Changes. If the Preliminary Plans or Exterior Construction Documents are substantially and materially modified after City approval, any such modification shall be resubmitted to the City in accordance with this Section 102.

Section 103. Construction of Private Improvements.

A. Construction. Redeveloper at its own cost and expense shall, through a minimum investment of Twenty Million and No/100 Dollars (\$20,000,000.00) and an anticipated investment of approximately Thirty-One Million and No/100 Dollars (\$31,000,000.00), construct the RRO Improvements as described in Recital C above in conformity with the approved Exterior Construction Documents, building permits and this Redevelopment Agreement. Redeveloper at its own cost and expense shall, through an aggregate minimum investment (including the actual investment made in the RRO Improvements) of Forty Million and No/100 Dollars (\$40,000,000.00) and an anticipated aggregate investment of approximately Fifty Million and No/100 (\$50,000,000.00), construct the Hotel Improvements in conformity with the approved Exterior Construction Documents, building permits and this Agreement. All Private Improvements shall be constructed in compliance with all applicable local, state, and federal building and construction laws or codes.

Redeveloper understands and agrees that if the Private Improvements are carried out on BNSF Property or within fifty feet (50') of BNSF Railway Company ("BNSF") Property, the Work must be performed in accordance with: (i) the terms and conditions of the applicable Temporary License and amendments thereto, if any ("License") to perform the Work between BNSF and the JPA; and (ii) the terms and conditions of the Construction and Maintenance Agreement ("C&M Agreement") between BNSF and the City of Lincoln as assigned to the JPA. The License and C&M Agreement are on file in the office of the city Clerk for the City of Lincoln. The City shall cooperate with the Redeveloper to identify those areas of the Project Parcels affected by the License and the C&M Agreement and those procedures which must be followed before Redeveloper and its Contractor(s) may enter BNSF Property.

1. Architecture. All Private Improvements shall have consistent architectural features, detailing, and design elements in accordance with the Project Schematic Drawings Exterior Design Criteria and the IDP. All accessory building walls, screening walls or fences, and canopy columns shall use the same primary material, color, and detailing as on the main building.

2. Energy Efficiency. Construction of the Private Improvements shall utilize energy efficient building practices and shall be connected to the District Energy Corporation Plant, provided that such connection of Private Improvements located on Redevelopment Area C shall only be required if such connection is reasonably available on a cost-effective basis. Redeveloper shall use the standard established by U.S. Green Building Council through its Leadership in Energy and Environmental Design (“LEED”) Green Building Rating Systems as a guideline for the design and construction of the Private Improvements.

3. Height of Private Improvements. Private Improvements constructed in the Redevelopment Area A shall have a maximum height of 100 feet. Private Improvements constructed in Redevelopment Area C shall have a maximum height of 50 feet. The minimum height of the Private Improvements in Redevelopment Area C will be determined by mutual agreement of the parties during the design planning stage.

4. Landscaping. All mechanical units and condensing units shall be visually screened from public view. Large trash receptacles for business use and any outside storage areas shall be screened on three sides with a masonry screen wall. Redeveloper shall submit a landscape plan to the Mayor for his review and approval which will not be unreasonably withheld.

5. Signage. Signage shall be regulated in conformance with the B-4 zoning district requirements in Chapter 27.69 of the Lincoln Municipal Code. In addition, all signage in the TDP Redevelopment Areas shall be in conformance with the Exterior Design Criteria. Any commercial advertising for uses outside the TDP Redevelopment Areas or for products that are not manufactured or assembled in the TDP Redevelopment Areas, or any wall and freestanding signs and video displays (except those included in the Exterior Design Criteria) shall be approved by the Mayor of the City of Lincoln or his designee.

6. Historic Preservation. Redeveloper shall preserve, restore as necessary, and maintain elements of historic value that are determined by the City to remain on or be relocated to private land in the TDP Redevelopment Areas, including any existing canopies, the train engine, and other property as applicable.

7. Staging. Redeveloper, City, and JPA agree to assist and cooperate to provide adequate staging for each project within the Redevelopment Area. A preliminary staging plan and staging area for the Project and the West Haymarket Redevelopment Project as a whole is reflected in the Map of Redevelopment Areas attached as Exhibit A.

B. Permits and Approvals. Redeveloper agrees to secure all permits and licenses necessary for its intended use of the TDP Redevelopment Areas including, but not limited to, necessary building permits and inspections.

C. Commencement and Completion Deadline for Private Improvements.

1. Completion Deadline for RRO Improvements. The Redeveloper shall commence the RRO Improvements on the north half of Redevelopment Area A and all of Redevelopment Area C within sixty (60) days following acquisition of the RRO Project Parcels and shall substantially complete the RRO Improvements: (a) on the north half of Redevelopment

Area A within twelve (12) months from the date of delivery of possession of Redevelopment Area A to Redeveloper; and (b) on Redevelopment Area C within twelve (12) months from the date of delivery of possession of Redevelopment Area C to Redeveloper (the “RRO Project Completion Deadlines”). Provided, however, the RRO Project Completion Deadlines is dependent on the JPA delivering possession of the RRO Redevelopment Parcels (as defined below) on or before the delivery date of July 1, 2012, for the north half of Redevelopment Area A and November 1, 2012 for all of Redevelopment Area C (the “RRO Project Delivery Dates”) as required by Section 202(A). If the JPA does not deliver possession of the RRO Project Parcels (defined below) on or before the RRO Project Delivery Dates, the RRO Project Completion Deadlines shall be adjusted pursuant to Section 103(C)(2), below.

2. Adjustment to Project Completion Deadline. Redeveloper intends to construct the RRO Improvements on the north half of Redevelopment Area A and all of Redevelopment Area C (collectively, the “RRO Project Parcels”). If the JPA does not deliver possession of the north half of Redevelopment Area A on or before July 1, 2012, the RRO Project Completion Deadline shall be deferred for twelve (12) months to August 15, 2014 for of the RRO Improvements on the north half of Redevelopment Area A. If the JPA does not deliver possession of Redevelopment Area C by November 1, 2012, Redeveloper will substantially complete the Plaza Improvements and the office component on Redevelopment Area C twelve (12) months after the new delivery date.

D. Commencement and Completion Deadline for Hotel Improvements. The Redeveloper shall commence construction of the Hotel Improvements within sixty (60) days following acquisition of the Hotel Project Parcel (defined below) and shall complete the Hotel Improvements within eighteen (18) months of the JPA’s conveyance of the south half of

Redevelopment Area A (the “Hotel Project Parcel”) to the Redeveloper (the “Hotel Project Completion Deadline”). The Redeveloper shall have the right to assign this Redevelopment Agreement as it pertains to the development of the Hotel Improvements to an entity affiliated with Redeveloper subject to the City’s review and approval based on the financial ability of the assignee in accordance with Section 101 above, which consent shall not be unreasonably withheld or delayed. The RRO Project Parcels and the Hotel Project Parcel are sometimes individually referred to as the “Project Parcel” and collectively referred to as the “Project Parcels.”

E. Condominium Regime. Redeveloper reserves the right to subject the Private Improvements to be constructed by Redeveloper to a condominium regime to facilitate the separation and financing of the various components. Redeveloper shall obtain the City’s consent to the condominium declaration, which consent shall not be unreasonably withheld or delayed.

Section 104. Redeveloper’s Certificate of Completion of Improvements.

A. Promptly upon substantial completion by Redeveloper of the Private Improvements in accordance with all provisions of the this Redevelopment Agreement, and promptly after the Redeveloper provides the City with the proper documentation that Redeveloper’s contractor or his or her subcontractors who performed labor or supplied materials, equipment or supplies in the prosecution of the Private Improvements have been properly paid, the City shall, upon request of such Redeveloper, cause a final inspection to be made of the Private Improvements. If the work has been completed in conformance with this Redevelopment Agreement, the City shall execute and deliver to Redeveloper the City's acceptance to the Redeveloper's Certificate of Completion of Improvements, the form of which is attached hereto as Exhibit E and incorporated herein by this reference. The acceptance to the Redeveloper’s

Certificate of Completion of Improvements by the City shall be a conclusive determination of satisfaction of the agreements and covenants contained in this Redevelopment Agreement with respect to the obligations of Redeveloper and its successors and assigns to construct the Private Improvements. As used herein, the term “completion” shall mean substantial completion of the required Private Improvements. Substantial completion is the stage in the construction progress of the Private Improvements when they are sufficiently complete in accordance with the Contract Documents and when the Redeveloper has secured a temporary or permanent certificate of occupancy so that the Redeveloper can occupy or utilize the Private Improvements for their intended use. With respect to the retail and office components of the RRO Improvements, substantial completion need not include the tenant finish improvements required for occupancy by such tenants.

B. The Redeveloper’s Certificate of Completion of Improvements shall be recorded by Redeveloper in the Office of the Register of Deeds for Lancaster County, Nebraska against the RRO Project Parcels and the Hotel Project Parcel. If the City shall refuse or fail to execute the acceptance to a Redeveloper’s Certificate of Completion of Improvements after a final inspection has been requested and performed, the City shall, within thirty (30) days provide Redeveloper with a written statement indicating in what particulars Redeveloper has failed to complete the Private Improvements in accordance with the provisions of this Redevelopment Agreement or is otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for Redeveloper to take or perform in order to obtain such acceptance.

C. If the Redeveloper completes the RRO Improvements, as set forth in Section 104(A), substantially prior to the Hotel Project Completion Deadline, then the City shall execute separate acceptances to the Certificates of Completion of Improvements for the RRO

Improvements and the Hotel Improvements, subject to the conditions of Section 104 of this Redevelopment Agreement.

Section 105. Duty to Maintain. Redeveloper shall, following construction of the Private Improvements, keep the same in a safe and sanitary condition and shall take all action reasonably necessary to (a) maintain, in good order and condition and state of repair, all interior and exterior portions of the buildings including the routine and reasonable preventive maintenance of the buildings and their service facilities such as the wiring, plumbing, heating and air conditioning systems, interior insect treatment, and all glass including plate glass, exterior doors and automatic doors, and (b) maintain the grounds in a safe and sanitary condition including but not limited to sweeping and removal of trash, litter and refuse, repair and replacement of paving as reasonably necessary, maintenance of landscaped areas (including replacement and replanting), removal of snow and ice from sidewalks, driveways, and parking areas, in order to keep the same free from dilapidation or deterioration and free from conditions which endanger life or property by fire or other causes.

Section 106. Business Improvement District. Redeveloper understands and acknowledges that the City intends to create, pursuant to Neb. Rev. Stat. §§ 19-4015 to 19-4038 (Business Improvement District Act), one or more business improvement districts, similar to the Downtown Business Improvement District and the Core Business Improvement District Overlay approved by Ordinance Nos. 18684 and 18683, respectively, within the West Haymarket Redevelopment Area, the boundaries of which include Redevelopment Areas A and C. Redeveloper is supportive of the City's intention and as an inducement for the City to proceed with creation of said business improvement district(s), the Redeveloper agrees to and does hereby waive its right to protest the creation of the district(s), provided the work to be performed

and the specific improvements proposed to be made or maintained for such districts and the method of assessment to pay the cost and expenses thereof are substantially the same as the Downtown Business Improvement District and the Core Business Improvement District Overlay.

Section 107. Construction Administration. Redeveloper shall be responsible for all components of the Private Improvements constructed by Redeveloper including construction management, coordination of contractors and regulatory permitting and other requirements. Redeveloper and its contractor(s) shall reasonably cooperate with other JPA contractors performing work in the West Haymarket Redevelopment Area including, but not limited to, Redeveloper's scheduling of its work to provide for a smooth sequence of operations. The JPA shall insert a similar duty of cooperation in its contracts for construction of the JPA's West Haymarket Project improvements. The Redeveloper will be solely responsible for payment of all construction costs for the Private Improvements. With the City's consent and approval, which shall not be unreasonably withheld, Redeveloper and its general contractor shall be entitled, subject to the terms and conditions of the Staging Plan (Exhibit A), to make use of the designated Redevelopment Areas not needed for the staging or construction of other JPA West Haymarket Projects and/or City Public Improvements as staging areas for construction of the Private Improvements.

Section 108. Cost Certification. Redeveloper shall submit authentic documentation to the City on approved forms or format for payment of any expenses related to reimbursement for the cost to construct the Redeveloper Priority Expenses. Redeveloper shall timely submit receipts, invoices, or proof of payment concurrently with the request for reimbursement of Redeveloper Priority Expenses. The City shall approve or reject the request for reimbursement with reasons stated, based on the review within ten (10) days of receipt of the same; provided,

however, the City shall generally approve requests for reimbursement made by Redeveloper that are consistent with Section 601 of this Redevelopment Agreement. Once the Redeveloper Priority Expense evidence or invoices have been approved by the City, the City shall pay such expense to Redeveloper within two (2) business days from the Project Account (defined below) established by the City for the Project.

Section 109. Grant of Easements to City. Redeveloper will grant or convey to the City without additional consideration any necessary permanent and/or temporary construction easements on, over or across the TDP Redevelopment Areas as may be required to construct any of the Public Improvements being constructed by the JPA and/or City. Any permanent easements required by the JPA and/or City shall, to the extent possible, be reflected in the final plat for the TDP Project.

ARTICLE II.

CLOSING

Section 201. Conveyance of Redevelopment Areas. The JPA agrees to sell and Redeveloper agrees to buy the RRO Project Parcels and the Hotel Project Parcel prior to the start of construction of the RRO Improvements and Hotel Improvements, respectively. The purchase price for the RRO Project Parcels shall be Eight Hundred and Twenty Four Thousand Four Hundred Seventy Dollars and no/100 (\$824,470.00) (“RRO Parcel Purchase Price”), and the purchase price for the Hotel Project Parcel shall be Four Hundred Twenty-Seven Thousand Nine Hundred Ninety Dollars and no/100 (\$427,990.00) (“Hotel Parcel Purchase Price”) (collectively, the “Purchase Price”). If the Project Parcels are conveyed from the JPA to Redeveloper on multiple closing dates, then the references herein to the TDP Purchase Price shall be references

to the purchase price of the specific Project Parcel being conveyed, and the terms and provisions of this Article II shall apply to each separate conveyance and closing.

Section 202. Closing.

A. Closing Date. The conveyance and delivery of the Project Parcels by the JPA to the Redeveloper shall occur at Closing which shall be as soon as possible after the expiration of the thirty (30) day remonstrance period following the approval of this Redevelopment Agreement by the City and the JPA, acquisition of the Project Parcels from BNSF, and the recording of the West Haymarket Subdivision (defined below) and shall be no later than: (a) July 1, 2012 for the North Half of Redevelopment Area A; (b) November 1, 2012 for the Redevelopment Area C; and (c) November 1, 2012 for the South Half of Redevelopment Area A for the Hotel Project Parcel (the “Closing Date”). Provided, however, if the City is able to close early on the sale of the North Half of Block A, the closing on this portion of the Project Parcels shall occur on or about June 1, 2012 to facilitate the schedule described in Section 103(C). Provided, however, if Redeveloper determines that conveyance of the Hotel Project Parcel can be delayed to better implement the timing of the construction of the Hotel Improvements, then the parties agree that the JPA shall convey the Hotel Project Parcel to Redeveloper at a mutually agreeable later closing date which shall not be later than November 1, 2013. Said delayed conveyance of the Hotel Project Parcel shall not be a default of this Agreement; provided, however, if the Closing on the Hotel Project Parcel does not occur by November 1, 2013, neither party shall have any further obligations with respect to the Hotel Project.

B. Closing Documents.

1. Deliveries at Closing by the JPA. At Closing for each Project Parcel as they may be scheduled, the JPA shall deliver to Redeveloper, and Redeveloper shall accept from the JPA, the following:

(a) A Special Warranty Deed conveying to Redeveloper fee simple title to each Project Parcel, subject to the Permitted Exceptions. For purposes hereof, "Permitted Exceptions" shall mean (i) covenants, conditions and restrictions of record which shall be approved by Redeveloper if they do not interfere with Redeveloper's intended use of the Project Parcels; (ii) taxes not yet due and payable; (iii) public utility easements of record which shall be approved by Redeveloper, and which do not interfere with Redeveloper's intended use of the Project Parcels; (iv) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which JPA is willing to and does so remove at closing; (v) title exceptions caused by the acts or omissions of Redeveloper; (vi) easements, licenses and use restrictions granted under this Redevelopment Agreement; and (vii) any other title exceptions shown on the Title Commitment and which are not properly and timely objected to by Redeveloper.

(b) Such affidavits, statements and other documents as are reasonably required by the Title Company in order to issue the Title Policy in accordance with the Redeveloper's Title Commitment.

2. Documents to be Delivered by Redeveloper. At each Closing, Redeveloper shall deliver to the JPA, and the JPA shall accept from Redeveloper such affidavits, statements and other documents as are reasonably required by the Title Company in order to issue the Title Policy in accordance with the Redeveloper's Title Commitment.

3. Evidence of Title. The JPA shall deliver or cause to be delivered to Redeveloper a title commitment (the "Title Commitment") from Nebraska Title Company for an ALTA owner's title insurance policy issued by Chicago Title Insurance Company, or another title insurance company duly authorized to do business in Nebraska acceptable to Redeveloper (the "Title Company") covering title to the Project Parcels and showing fee simple title in the JPA. The Title Commitment shall be delivered to Redeveloper upon completion of the West Haymarket subdivision but in no event later than thirty (30) days prior to Closing and shall include copies of the underlying exception documents which affect the Project Parcels. Redeveloper agrees to review the Title Commitment and advise the JPA whether the Title Commitment discloses exceptions to title other than Permitted Exceptions or discloses matters that render title to the Project Parcels unmarketable. Redeveloper shall notify JPA of such title defects within fifteen (15) days after receipt of the Title Commitment. JPA shall have ten (10) days after written notice of such defects from Redeveloper to have the exceptions removed from the Title Commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or defects. Provided, however, in the event that JPA shall be unable or unwilling to correct such title defects within the ten (10) day period, Redeveloper shall have the option, by written notice delivered to JPA to either terminate this Redevelopment Agreement or take title to the Project Parcels subject to such exceptions or defects. In the event Redeveloper provides timely notice to terminate this Redevelopment Agreement, the Agreement shall be deemed terminated, and the parties shall have no further obligation to one another. In the event Redeveloper elects to take title to such exceptions or defects, said exceptions or defects shall be deemed to be Permitted Exceptions.

Redeveloper and the JPA shall each pay one-half of the cost of the owner's title insurance policy.

C. Inspection and Testing. The JPA, prior to acquiring title to the Project Parcels, conducted ASTM Phase I and II Environmental Site Assessments in order to satisfy the "All Appropriate Inquiry" requirement under CERCLA Section 9601(40)(B)(i) for qualification as a bona fide prospective purchaser pursuant to 42 USC § 9601(40). These Site Assessment reports are available at: http://www.haymarketnow.com/documents/reports/environmental_reports.

Section 203. Property Taxes and Assessments. All real and personal property taxes and assessments, if any, for the year in which Closing occurs shall be prorated as of the Closing Date, and all prior years' taxes, interest and other charges, if any, shall either be exempt or paid in full by the JPA at or prior to Closing. If no tax values have been established by the Lancaster County Assessor for the Project Parcels created by the West Haymarket subdivision, the tax proration shall be based on the respective purchase prices for the Project Parcels and the most recent Lancaster County tax levy.

Section 204. Title and Possession of Project Parcels. At the Closing, title to and possession of the Project Parcels shall be conveyed by the JPA to Redeveloper under the terms and conditions set forth herein.

Section 205. City's Option to Purchase Project Parcels. In the event Redeveloper fails to timely commence construction of the RRO Improvements and/or Hotel Improvements in accordance with Section 103.C.1 and Section 103.D, respectively, the City, subject to the Redeveloper's right to cure in Section 701 and/or for delay of performance for cause beyond the control of the Redeveloper pursuant to Section 703, shall be entitled, at its option, to a purchase

said applicable Project Parcel or Parcels upon payment to the Redeveloper the purchase price for such Project Parcel set forth in Section 201.

ARTICLE III.

JPA RESPONSIBILITIES

Section 301. Parking.

A. Parking Garage Improvements. The JPA, at its own cost and expense, shall construct on Block A and/or Block B south of the Arena (said areas depicted on Exhibit A as “Deck A” and “Deck B”, respectively) one or more multi-level parking garage(s) (each a “Parking Garage” or “Deck”) to help satisfy the parking needs of the Arena and the Private Improvements. Notwithstanding the above, the JPA may elect to satisfy parking needs of the Arena and the Private Improvements through the use of surface parking lots in the West Haymarket Redevelopment Area, provided that the location and design of any such surface lot shall be subject to Redeveloper’s review and approval, which shall not be unreasonably withheld, and provided that the structured and/or surface parking is completed no later than the Completion Deadline for the Private Improvements. The JPA shall cause the number of stalls it deems necessary in the Parking Garages and/or surface parking lots to be devoted to accommodate short-term parkers for retail and commercial uses in the area.

B. Operation of Parking Garages. The City, acting through its parking garage operator, shall operate the Parking Garages on behalf of the JPA.

C. Nested Parking For Residential Tenants. On each floor of Deck A there is approximately sixty two (62) leveled parking stalls that can be segregated by an access gate without disturbing the ingress or egress of Deck A (collectively “Nested Parking Area”). Redeveloper shall have the right, but not the obligation, to secure the Nested Parking Area on

floors 3-5 (186 stalls total) on Deck A for the exclusive use of Redeveloper's residential tenants. If the Redeveloper exercises its right to secure the Nested Parking Area on floors 3-5 (186 stalls total), the City and Redeveloper shall work together to establish a procedure for Redeveloper's tenants to lease said parking stalls. If the Tenants of Redeveloper do not collectively fully lease the Nested Parking Area, Redeveloper shall be responsible to pay to the City, on a monthly basis following receipt of an invoice from the City, any shortfall for those un-leased residential parking stalls in the Nested Parking Area. Thereafter, the Redeveloper, at its expense, will assist in maintaining and monitoring its reserved Nested Parking Area on a daily basis. The City, at its expense, will be responsible for operating the Nested Parking Area as part of its on-going responsibilities for operation of the Parking Garage, including providing access at all times to the Nested Parking Area. The City, at its expense, shall be responsible for capital maintenance and repair of the Nested Parking Area. The City and Redeveloper will work together to coordinate and provide proper access controls to the Nested Parking Area.

D. Residential Parking; Redeveloper's Right to Lease. Upon opening of the Deck A and after completion of the Private Improvements, Redeveloper shall have the right to lease for residential use, one (1) stall per one and one-half (1.5) bedrooms constructed by Redeveloper (collectively "Residential Parking"). The tenants of Redeveloper shall pay a parking rate reasonably equivalent to the market rate charged by the City for similarly situated in similar parking garages in downtown Lincoln. The Residential Parking which shall be located in the Nested Parking Area in Deck A and available to the residential tenants of Redeveloper at all times, including Husker Football, Husker Basketball, and arena events. In the event the residential space within the RRO Improvements are completed prior to completion of Deck A, the City agrees to work with Redeveloper to provide Redeveloper with alternate parking from

available space in other garages (including the Arena Garage) and surface parking in reasonable proximity to the residential space until such time as Deck A is completed. In the event that Redeveloper requests more Residential Parking than available in the Nested Parking Area, the City shall work with the Redeveloper to designate reserved parking stalls outside the Nested Parking Area for exclusive use of the residential tenants.

E. Hotel Parking; Redeveloper's Right to Lease. Upon opening of the Parking Garage(s) and after completion of the Private Improvements, Redeveloper's hotel operator shall have the right to lease for hotel use, one (1) parking stall for every hotel room constructed by Redeveloper (collectively "Hotel Parking"). The hotel owner or operator shall pay market rates for monthly parking which shall be available to hotel operator at all times, including Husker Football, Husker Basketball, and arena events. Since Hotel Parking is not located in the Nested Parking Area, the City and Redeveloper agree to assist and coordinate with each other to insure that there is adequate parking for hotel guests when needed.

F. Office & Retail Monthly Parking; Redeveloper's Right to Lease. Upon opening of the Parking Garage(s) and/or surface parking lots and after completion of the Private Improvements, Redeveloper shall have the right to lease: (i) for office use, four (4) parking stalls per one thousand (1,000) square feet of leasable office space constructed by Redeveloper; and (ii) for retail use, two (2) parking stalls for every one thousand (1,000) square feet of leasable retail space constructed by Redeveloper ("Monthly Parking"). Monthly Parking shall be leased under parking permits issued by the City at the then-current monthly rates charged to other monthly parkers in similarly situated garages or surface parking lots. Except as herein stated, the rights granted hereunder shall be similar to the monthly parking rights granted to monthly parkers in similar City garages and in particular shall be subject to regular and timely payment of

the monthly parking charges as the same may from time to time be established or revised by the City.

Redeveloper understands and acknowledges that the total number of permits issued for at-large monthly parking stalls in the Parking Garages and/or surface parking lots in the future may exceed the physical number of at-large stalls designated for monthly parking as the City uses a shared parking methodology in calculating overall parking demand. The City's shared parking methodology is based upon national parking garage standards and local market usage and as a result, parking will generally be available on a regular basis throughout each day of the month except for Husker Home Football or Basketball game days and certain Arena events, but on rare occasions, may not be available in the Parking Garages and/or surface parking lots. If space is not available, every effort will be made to accommodate monthly parking in the next available facility. The parking rights outlined in this Section 301 shall survive the expiration of the 15 year tax increment capture period and shall continue so long as the Private Improvements continue in the Redevelopment Area.

G. Failure to Exercise Parking Rights. If Redeveloper does not exercise any or all of the above rights to lease parking stalls upon opening of the Parking Garage(s) and/or surface parking lots, Redeveloper shall have the following continuing right to lease parking stalls:

If monthly parking permits are not available when requested to meet any or all requests by Redeveloper, the City shall place any such unfilled request for monthly parking permits at the head of a waiting list to be compiled by the City or its agent operating the Parking Garages and/or surface parking lots ("Waiting List"). Notwithstanding the above, Redeveloper understands and agrees that City has no duty or obligation to convert any hourly parking stalls to monthly parking stalls and/or to terminate any existing monthly parking permit to accommodate Redeveloper's request for parking permits.

Section 302. Platting, Streets. JPA shall prepare and file the necessary final plat(s) of the West Haymarket Project Area to plat, among other things, the Project Parcels, and the adjacent public rights-of-way for public streets (the “Subdivision”). Prior to recording, the Subdivision shall be subject to the review and approval of the Redeveloper, which consent shall not be unreasonably withheld.

Section 303. Zoning. The JPA shall cause all the Redevelopment Areas to be rezoned as B-4 Business District.

Section 304. Construction of Public Improvements and Plaza Improvements.

A. **JPA Construction.** The JPA shall, at its own cost and expense, subject to reimbursement with available TIF revenues as set forth in this Redevelopment Agreement, construct the Public Improvements defined to include the design and construction of Canopy Street, R Street, Q Street, P Street, Arena Drive, and Trails/Bike facility improvements as shown on Exhibit A and in accordance with the Project Schedule attached hereto as Exhibit F.

B. **Redeveloper Construction.** Redeveloper shall, at its own cost and expense, subject to reimbursement with available TIF revenues as set forth in this Redevelopment Agreement, construct the Plaza Improvements as part of the RRO Improvements on Redevelopment Area C by the Project Completion Deadline. The Plaza Improvements are defined to consist of and include all the common public areas and amenities that are subject to the Plaza/Cube Use License Agreement in the form attached hereto as Exhibit G and incorporated by this reference. The Plaza Improvements are public enhancements for the greater good of the community and which are beyond the requirements of City standards, regulations and codes. For purposes of this Agreement, the Plaza Improvements shall include, but not be limited to the concourse, landscaping, hardscape, bike racks, “Cube”, permanent seating,

permanent furnishings, and related improvements and equipment more particular described in the Plaza/Cube Use Agreement.

Section 305. Environmental.

A. Site Preparation. The City and/or the JPA shall complete all site improvements necessary to provide Redeveloper with a pad site on the RRO Project Parcels and Hotel Project Parcel that is ready for financing and construction (“Site Improvements”). To the extent any remediation activities of the City or JPA delay Redeveloper’s construction activities, there shall be a corresponding delay in the RRO Project Completion Deadline and/or Hotel Project Completion Deadline. Said Site Improvements shall include but not be limited to, causing the existing BNSF tracks and other improvements from the RRO Project Parcels and the Hotel Project Parcel, conducting all remedial actions in compliance with the State of Nebraska Voluntary Cleanup Program in order to insure that the U.S. Environmental Protection Agency (EPA) is barred from any administrative or judicial enforcement action under CERCLA Sections 106 and 107. *See* 42 USC 9628(b).

B. Redeveloper Bona Fide Prospective Purchaser Status. Notwithstanding A above, Redeveloper understands, acknowledges and agrees that in order to qualify as a bona fide prospective purchaser for the purposes of CERCLA and other environmental laws, Redeveloper must perform the CERCLA "all appropriate inquiry" before acquiring the Project Parcels and thereafter comply with the post acquisition due diligence requirements in 42 USC § 9601(40) including, but not limited to, the following land use restrictions and institutional controls:

(1) Project Parcels shall not be used or developed in any manner that impairs, degrades or compromises the remediation performed by the JPA.

(2) Groundwater use is strictly prohibited as the entire redevelopment area is classified under Nebraska law as a RAC-III groundwater site. The only exception is for the drilling, operation or maintenance of groundwater monitoring wells by the JPA for environmental purposes.

(3) The clean soil capping system of three (3) feet that was put into place by the JPA during site preparation must be maintained in both the short and long term. This cap serves as a protective barrier to any residual environmental contaminants that remain in the ground, and is required to meet federal, state and local floodplain regulations.

(4) As you begin vertical development of the site and prior to planned penetration of the soil capping system, any impacted soils leaving the area must be managed appropriately and in accordance with the JPA Environmental Contingency Plan. If impacted, those soils must be separately disposed at a permitted landfill.

(5) Changes in use or development to the property to any use other than industrial, commercial, office, multi-functional hotel, public park or plaza, open or green space, recreational area, or residential use with no ground floor dwelling units, will require the approval of NDEQ. (Collectively "Environmental Use Restrictions").

It is intended that the above Environmental Use Restrictions shall extend beyond the expiration of the Tax Increment Period, shall run with the land and shall bind every person having any fee or other interest in the RRO Project Parcels and Hotel Project Parcel and shall inure to the benefit of the parties hereto and their successors and permitted assigns. The Environmental Use Restrictions set forth in this Section shall survive Closing. At Closing, the Redeveloper shall record permanent covenants against the RRO Project Parcels and Hotel

Project Parcel with respect to the Environmental Use Restrictions set forth in this Section in the form attached hereto as Exhibit I and incorporated herein by this reference.

C. Indemnification. The JPA shall, from and after the conveyances described in Article IV below, indemnify and hold Redeveloper harmless from and against any claim, demand, cost or liability arising out of or attributable to the environmental condition of any land conveyed to Redeveloper by the JPA, except to the extent such claim, demand, cost or liability arises out of or is attributable to the Redeveloper's failure to comply with the post acquisition due diligence requirements in 42 USC § 9601(40) and/or the above Environmental Use Restrictions. The City shall reasonably cooperate with the Redeveloper to obtain, at the City's cost, a "No Further Action" letter from the Nebraska Department of Environmental Quality ("NDEQ") pertaining to the Redevelopment Area stating that the remediation of the Project Parcels by the JPA is sufficient and accepted by the NDEQ.

ARTICLE IV.

REPRESENTATIONS

Section 401. Development of RRO Project Parcels and Hotel Project Parcel.

Redeveloper represents and agrees that its undertakings, pursuant to this Redevelopment Agreement, have been, are, and will be, for the purpose of redevelopment of the RRO Project Parcels and Hotel Project Parcel and not for speculation in land holding.

Section 402. Restrictions on Assignments of Rights or Obligations. Redeveloper represents and agrees that prior to issuance of the Redeveloper's Certificate of Completion by the City, there shall be no sale or transfer of Redeveloper or assignment of its rights or obligations under this Redevelopment Agreement to any party without the prior written approval of the City Administration, other than mortgages and involuntary transfers by reason of death, insolvency,

or incompetency. The City shall be entitled to require, except as otherwise provided in this Redevelopment Agreement, as conditions to any such approval, that:

A. Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Redevelopment Agreement by Redeveloper;

B. Any proposed transferee, by instrument satisfactory to the City and in form recordable in the Office of the Register of Deeds, shall, for itself and its successors and assigns, and for the benefit of the City, have expressly assumed all of the obligations of Redeveloper under this Redevelopment Agreement and agreed to be subject to all of the conditions and restrictions to which Redeveloper is subject. No transfer of, or change with respect to ownership in Redeveloper's interest in the RRO Project Parcels or Hotel Project Parcel or any interest therein, however consummated or occurring and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Phase One Redevelopment Agreement with respect to the RRO Project Parcels and Hotel Project Parcel and the construction of the Private Improvements that would have occurred, had there been no such transfer or change;

C. There shall be submitted to the City for review, not less than seven (7) days prior to the proposed execution thereof, all instruments and other legal documents involved in the transfer; and if disapproved by the City, its disapproval shall be indicated to Redeveloper in writing; and

D. Redeveloper and its transferees shall comply with such other reasonable conditions as the City may find desirable in order to achieve and safeguard the purposes of the Proposal for Redevelopment; provided that in the absence of a specific written agreement by the

City to the contrary, no such transfer or approval by the City shall be deemed to relieve the Redeveloper of any of its obligations with respect to the construction of the Private Improvements.

Except for the Plaza Project Parcel and Plaza Improvements, nothing herein contained shall prohibit the Redeveloper from entering into any agreement to sell or other agreement as to transfer of any interest if such agreement can, by its terms only, become effective after the City has issued a Redeveloper's Certificate of Completion. The restrictions set forth in this Section 402 shall automatically terminate and no longer be binding on the Redeveloper upon the issuance of the Redeveloper's Certificate of Completion by the City.

Section 403. Change in Scope, Termination of Project. City and Redeveloper agree that any material change in the scope of the TDP Project including termination of the entire TDP Project for any reason, except as specifically set forth herein, shall require mutual written agreement considering the established Uses and Sources of Funds for the TDP Project and, if applicable, the costs incurred by the respective parties to date. Notwithstanding the foregoing, in the event that Redeveloper is unable through no fault of Redeveloper to obtain the necessary governmental approvals and permits from the City prior to Closing to construct the Private Improvements as reflected on the Approved Plans, Redeveloper may terminate this Redevelopment Agreement by delivering written notice to the City of default pursuant to Section 804 including the opportunity to cure the same.

Section 404. Use Restrictions of the Property. Redeveloper hereby represents and agrees that neither all nor any portion of the RRO Project Parcels and Hotel Project Parcel shall be used, directly or indirectly, for the following uses:

(1) any outdoor off premises advertising specifically including billboards, signboards and related structures and appurtenances, except temporary signs advertising such lot is for sale or lease by the owner thereof and except as may comply with the Exterior Design Criteria;

(2) any business whose predominant operation is the retail sale of alcoholic beverages for consumption on and off the premises (predominant shall mean retail gross sales of alcoholic beverages in excess of 50% of gross sales on the premises), except that up to 50% of the overall retail space contained in the RRO Improvements (subject to a not to exceed maximum of 66 2/3% of such retail space abutting the outdoor public plaza (“Yard”) on the Plaza Project) Parcel may be used for restaurants wherein the gross sales of alcoholic beverages exceed 50% of gross retail sales, provided such restaurants have a licensed kitchen and offer a full menu during the hours of 5:00 p.m. to 8:00 p.m. or any such business that has an unreasonable pattern of unlawful disturbances or liquor law violations (does not include micro-breweries, wine bars, pharmacies, or grocery stores);

(3) any business whose predominant operation is the retail sale of tobacco products (predominant shall mean retail gross sales of tobacco products, including mixed products, in excess of 50% of gross sales on the premises) or any such business that has an unreasonable pattern of unlawful disturbances or tobacco law violations (does not include pharmacies, cigar bars, or grocery stores);

(4) any business operated or held out to the public as a sexually oriented business including any business in sexually oriented entertainment or materials such as any: sexually oriented show, movie, picture, exhibition, performance, demonstration, film, video, book, or other depictions of a sexually explicit nature; sexually oriented live entertainment or exotic

dance; sex toys or sexually oriented paraphernalia; sexually oriented telecommunication, internet or similar service; sexually oriented massage parlor; or escort service;

(5) any ground floor use by a business for which a majority of its ground floor area displays adult-oriented products; (6) any business involving gambling or wagering even if otherwise permitted by law including keno, bingo, slot machines, video lottery machines, casino games, or off site pari mutual wagering sites, but excluding the retail sale of lottery tickets as permitted by applicable law; or

(7) at least 85% of the first floor leasable retail square footage on any block face will have users whose minimum normal hours of operation, Monday through Saturday, are from 11:00 a.m. to 8:00 p.m.

It is intended that each of the restrictions set forth herein shall extend beyond the expiration of the Tax Increment Period, shall run with the land and shall bind every person having any fee or other interest in the RRO Project Parcels and Hotel Project Parcel and shall inure to the benefit of the parties hereto and their successors and permitted assigns. The use restrictions set forth in this Section shall survive Closing. At Closing, the Redeveloper shall record permanent covenants against the RRO Project Parcels and Hotel Project Parcel with respect to the use restrictions set forth in this Section in the form attached hereto as Exhibit I and incorporated herein by this reference.

Section 405. Redeveloper's Penal Bond. Pursuant to *Neb. Rev. Stat.* §18-2151, Redeveloper shall furnish or cause to be furnished to the City, prior to Redeveloper's commencement of construction of any of the Private Improvements or Plaza Improvements, a penal bond in an amount equal to the sum of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) with a corporate surety authorized to do business in the State of

Nebraska and a lien waiver from Redeveloper's general contractor upon completion. Such penal bond shall be conditioned upon the Redeveloper at all times making payment of all amounts lawfully due to all persons, firms, or organizations who performed labor or furnished materials, equipment or supplies used in the prosecution of the Private Improvements and/or Plaza Improvements. Proof of such penal bond shall be supplied to the City prior to commencement of construction of the Private Improvements and/or Plaza Improvements. The City shall accept, in lieu of said penal bond, a similar payment and performance bond supplied by Redeveloper's general contractor in an amount equal to the costs of the Private Improvements and/or Plaza Improvements and a lien waiver from the general contractor. If this alternative is used, proof of said payment and performance bond and lien waiver shall be provided to the City prior to the start of construction of the Private Improvements and/or Plaza Improvements.

Section 406. Indemnification. Redeveloper agrees to indemnify and hold City harmless to the extent of any payments in connection with Redeveloper's carrying out construction of any Private Improvements and/or Plaza Improvements or Redeveloper's contractor to make payments of all amounts lawfully due to all persons firms, or organizations who performed labor or furnished materials, equipment or supplies used in the prosecution of the Private Improvements and/or Plaza Improvements.

ARTICLE V.

MORTGAGE FINANCING; RIGHTS OF MORTGAGEES

Section 501. Limitation Upon Encumbrance of Property. Prior to issuance of the Redeveloper's Certificate of Completion by the City for the Private Improvements, neither Redeveloper nor any successors in interest to Redeveloper shall engage in any financing or any other transaction creating any mortgage or any other monetary encumbrance or monetary lien

upon the RRO Project Parcels and Hotel Project Parcel and Private Improvements, whether by express agreement or operation of law, or suffer any monetary encumbrance or monetary lien to be made on or attached to such Project Parcels and Private Improvements, except for the purposes of obtaining funds only to the extent necessary to construct and develop the Private Improvements on the RRO Project Parcels and Hotel Project Parcel, and to finance, operate, maintain, repair, replace and insure said Private Improvements. All such mortgages, financial encumbrances, or monetary liens shall be subject to the terms and conditions of this Redevelopment Agreement and shall be recorded in the appropriate public records in a timely manner following their execution.

Redeveloper or any successors in interest shall notify the City in advance of any additional financing secured by mortgage or similar lien instrument that it proposes to enter into with respect to the RRO Project Parcels and Hotel Project Parcel and Private Improvements, and shall promptly notify the City of any encumbrance or lien that has been created on or attached to the RRO Project Parcels and Hotel Project Parcel and Private Improvements whether by voluntary act of any of Redeveloper or otherwise.

Notwithstanding the above, if any involuntary encumbrance or lien is made on or attached to the RRO Project Parcels and Hotel Project Parcel and Private Improvements and which is contested by Redeveloper, then Redeveloper may defend against such encumbrance or lien, provided that a sufficient bond or security is posted with the Clerk of the district court pursuant to Neb. Rev. Stat. § 52-142 to avoid or prevent foreclosure of such encumbrance or lien.

Section 502. Mortgage Holder Obligations. Each mortgage holder who obtains title to the RRO Project Parcels and Hotel Project Parcel or any part thereof as a result of

foreclosure or other judicial proceedings or action in lieu thereof shall not be obligated by and shall be exempted from those provisions of this Redevelopment Agreement which require construction and completion of the Private Improvements and which require such holder to be obligated to guarantee such construction and completion. The above exemption shall not run in favor of any purchaser at foreclosure or judicial sale other than the holder of the mortgage; nor in favor of any person who subsequently obtains title to the RRO Project Parcels and Hotel Project Parcel or any part thereof from the holder of the mortgage; provided, however, no person, including the holder of a mortgage authorized by this Redevelopment Agreement, may devote the Private Improvements thereon or any part thereof to any use or construct any improvements thereon other than those uses and improvements provided and permitted in accordance with this Redevelopment Agreement.

Section 503. Copy of Notice of Default to Mortgage Holder. Whenever the City shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper of its obligations or covenants in this Redevelopment Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Redevelopment Agreement at the last address of such holder as shown in the records of the Register of Deeds of Lancaster County, Nebraska or as provided to the City by such mortgage holder.

Section 504. Mortgage Holder's Option to Cure Defaults. If thirty (30) days after notice or demand with respect to any breach of default as referred to in Section 503, such breach or default remains uncured, each such holder shall (and every mortgage instrument made prior to issuance by the City of the Redeveloper's Certificate of Completion for the applicable ownership shall so provide) have the right, at its option, to cure or remedy such breach or default

within sixty (60) days after the notice or demand as referred to in Section 503, and to add the cost thereof to the mortgage debt and the lien of its mortgage. If the mortgage holder commences efforts to cure the default within such period and the default cannot, in the exercise of due diligence, be cured within such period, the holder shall have the right to diligently continue to cure the default. In the event the Holder fails to cure, then the City shall have the remedies provided for in this Redevelopment Agreement.

Section 505. City's Option to Purchase Property. In any case where the holder of any mortgage obtains title to any Project Parcel and Private Improvements as a result of foreclosure proceedings or action in lieu thereof, prior to issuance by the City of the Redeveloper's Certificate of Completion for such Private Improvements, the City shall (and any additional mortgage instrument made after the date of this Redevelopment Agreement with respect to the RRO Project Parcels and Hotel Project Parcel prior to issuance by the City of the Redeveloper's Certificate of Completion for the applicable ownership shall so provide) be entitled, at its option, to a conveyance to it of said applicable Project Parcel upon payment to such holder of an amount equal to the sum of:

- (1) The mortgage debt at the time of foreclosure or action in lieu thereof (less all the appropriate credits including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- (2) All expense with regard to foreclosure;
- (3) The net expense, if any, incurred by such holder in and as a direct result of its subsequent management and operation of the Project Parcel;
- (4) The depreciated cost of any improvement made by such holder;
- (5) An amount equal to the interest that would have accrued on the aggregate of such amounts had all such amounts become a part of the mortgage debt and such debt had continued in existence; and

(6) All other reasonable holding costs actually incurred as to the Project Parcel.

The City's option shall remain in force for ninety (90) days after the date the holder of any mortgage obtains title to said Redevelopment Area and notifies the City, unless the City waives the option prior to the end of such 90 day period.

Section 506. Mortgage Rights Applicable to Other Forms of Encumbrance.

The rights and obligations of this Redevelopment Agreement relating to mortgages of any Project Parcel prior to issuance of the Redeveloper's Certificate of Completion for the Private Improvements thereon shall apply to any other type of encumbrance on the Project Parcel, and any of the stated rights, obligations, and remedies of any party relating to mortgage foreclosures shall be applicable to procedures under any deed of trust or similar method of encumbrance, all of which shall be as duly recorded in a timely manner in the public records of Lancaster County, Nebraska.

Section 507. Termination of Provisions. The provisions of Article V shall terminate upon issuance by the City to the Redeveloper the Redeveloper's Certificate of Completion for all the Private Improvements.

ARTICLE VI.

TAX AGREEMENT

Section 601. Issuance of TIF Indebtedness. As soon as is practicable following the execution of this Redevelopment Agreement and as set forth in this Section 601, the City shall issue TIF Indebtedness in the estimated amount of the tax increment to be generated on the TDP Project (the "TIF Bonds") to be purchased by the JPA and receive TIF Bond Proceeds from

the JPA to be deposited into a fund account (the “Project Account”) and expended in the priority set forth in this Redevelopment Agreement.

A. RRO TIF Indebtedness. On or after thirty (30) days following the approval and execution of this Redevelopment Agreement, which date is after the remonstrative period of this Redevelopment Agreement or as soon thereafter as is practicable, the City shall issue TIF Indebtedness as follows: i) RRO TIF Note A in the sum of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) to be purchased by the JPA and receive TIF Proceeds from the JPA to be deposited into a fund account for payment of the City’s TIF Bond cost of issuance and the Eligible Project Costs (the “Project Account”); and ii) RRO TIF Note B in the sum of One Million and No/100 Dollars (\$1,000,000.00) to be purchased by Redeveloper entitling the Redeveloper, as the holder of RRO TIF Note B, to receive the incremental tax revenue created by the RRO Improvements after making debt service payments on RRO TIF Note A. The total dollar amounts of the RRO TIF Note A and RRO TIF Note B is the estimated amount of the tax increment to be generated on the RRO Redevelopment Parcels and the RRO Improvements based upon a taxable valuation of \$24,800,000 after completion of the RRO Improvements.

B. Hotel TIF Proceeds. At a mutually agreeable date on or after the remonstrative period of this Redevelopment Agreement, the City shall issue TIF Indebtedness as follows: i) the Hotel TIF Note A in the sum of Two Million Two Hundred Fifty Thousand and No/ 100 Dollars (\$2,250,000.00) to be purchased by the JPA and receive TIF Proceeds from the JPA to be deposited into the Project Account; and ii) the Hotel TIF Note B in the sum of Six Hundred Thirty Five Thousand and No/100 Dollars (\$635,000.00) to be purchased by Redeveloper entitling the Redeveloper, as the holder of the Hotel TIF Note B, to receive the incremental tax

revenue created by the Hotel Improvements after making debt service payments on Hotel TIF Note A. The total dollar amounts of the Hotel TIF Note A and Hotel TIF Note B is the estimated amount of the tax increment to be generated on the Hotel Redevelopment Parcel and the Hotel Improvements based upon a taxable valuation of \$16,000,000 after completion of the Hotel Improvements.

C. Use of TIF Proceeds.

1. RRO TIF Notes A and B. TIF Proceeds of the RRO TIF Notes A and B shall be expended in the following priority in accordance with those cost estimates listed on Exhibit “B”:

FIRST PRIORITY: Reimburse the City for cost of issuance of the TIF Indebtedness including bond counsel fees, fiscal advisory fees, placement fees, capitalized interest and reserves;

SECOND PRIORITY: Reimburse the JPA for the cost of relocating the sanitary sewer line that is currently in Redevelopment Area C.

THIRD PRIORITY: Reimburse the Redeveloper for the cost of the Cube Improvements including, but not limited to, the footing and foundations, exterior, mezzanine, rooftop deck, audio/visual, and lighting;

FORTH PRIORITY: Reimburse the Redeveloper for the costs of the Plaza Space Improvements including, but not limited to, grading, drainage, utilities, decorative hardscape, landscaping, pedestrian lighting, art, street controls, signage, ice rink, public restrooms, staging, and rigging;

FIFTH PRIORITY: Reimburse the Redeveloper for a portion of the costs of the Public Market including the exterior shell and interior improvements;

SIXTH PRIORITY: Reimburse the Redeveloper for a portion of the Energy Efficiency Enhancements as an aid to construction for the capital costs of the DEC plant to serve the RRO Improvements;

SEVENTH PRIORITY: Reimburse the Redeveloper for a portion of Plaza Block Façade Enhancements for the use of those materials which exceed the requirements of the applicable Downtown Design Standards; and

EIGHTH PRIORITY: Reimburse the Redeveloper for a portion of the Residential Façade Enhancements for the use of those materials which exceed the requirements of the applicable Downtown Design Standards.

The priority of the use of the proceeds of the RRO TIF Notes A and B and the cost estimates thereto are listed on the Sources and Uses of TIF attached as Exhibit “B”.

2. Hotel TIF Notes A and B. The proceeds of the Hotel TIF Notes A and B shall be expended in the following priority:

FIRST PRIORITY: Reimburse the City for cost of issuance including bond counsel fees, fiscal advisory fees, placement fees, capitalized interest and reserves;

SECOND PRIORITY: Reimburse the City for the Public Improvements and Enhancements of streetscape, Plaza, parking garage, or other public space enhancements as determined by the City;

THIRD PRIORITY: Reimburse the Redeveloper for a portion of the Energy Efficiency Enhancements as an aid to construction for the capital costs of the DEC Plant to serve the Hotel Improvements; and

FOURTH PRIORITY: Reimburse the Redeveloper for a portion of the Hotel Façade Enhancements for the use of materials which exceed the requirements of the applicable Downtown Design Standards.

The priority of the use of the proceeds of the Hotel TIF Notes A and B and the cost estimates thereto are listed on the Sources and Uses of TIF attached as Exhibit “B”.

D. City Inducement. In order to support redevelopment of this TDP Project and as an inducement for Redeveloper to construct the Private Improvements, the City agrees to the extent allowed by law and then only to the extent funds are lawfully available from issuance of the TIF Indebtedness (“TIF Proceeds”), to make a grant of funds to Redeveloper in the total amount of the TIF Proceeds, less the amounts expended on the First and Second Priority items, to reimburse Redeveloper for the cost of these Redeveloper Priority Expenses. In order to receive reimbursement from Grant Funds, the Redeveloper shall submit authentic and satisfactory documentation to the City to verify the Private Improvements have been substantially completed and that the expenditures were made for eligible Redeveloper Priority Expenses. The City shall maintain a record of all expenditures of the TIF Proceeds to determine the total amount of TIF Proceeds expended on Redeveloper Priority Expenses and the amount of TIF Proceeds expended on JPA Priority Expenses, for the purposes of Section 602, below.

E. Shortfall in TIF Proceeds.

To the extent TIF proceeds are insufficient to pay all the costs of the Redeveloper, Priority Expenses in Subsection C.1 and C.2 above, the Redeveloper shall be responsible for completion of each Priority and for the payment of any shortfall therefor.

F. Authority of City Finance Director.

Subject to the terms of this Redevelopment Agreement, the City Finance Director on behalf of the City shall have the authority to determine the timing of issuance of the TIF Indebtedness and all other details of the TIF Indebtedness.

Section 602. Tax Increment Deficiency on TIF Bond.

A. RRO and Hotel TIF Notes A - Payment of Tax Increment Deficiency. Any shortfall in the TIF Tax Revenues from the Tax Increment Provision for any reason whatsoever, specifically including a taxable valuation less than \$24,800,000 for the RRO Project Parcels and RRO Project Improvements and \$16,000,000 for the Hotel Project Parcel and Hotel Improvements, which impedes the City's ability to pay debt service on RRO TIF Note A and/or Hotel TIF Note A, shall be borne entirely by the Redeveloper without recourse of any kind against the City. To the extent of any deficiency in TIF Tax Revenues from the Ad Valorem Tax Provision for required debt service on the RRO TIF Note A and the Hotel TIF Note A, Redeveloper agrees to pay the amount of the deficiency to the City within thirty (30) days following receipt of a written request for said payment from the City and shall pay the same for each year that there exists a deficiency in such TIF Tax Revenues. The Redeveloper's obligation under this Section 602A shall be guaranteed jointly and severally by WRK, LLC and Chief Industries, Inc. which guaranty shall be evidenced by the execution and delivery at closing of the Guaranty form, attached as Exhibit H and incorporated by this reference.

B. RRO and Hotel TIF Notes A - Adjustments for any Payments of Tax Increment Deficiency. If Redeveloper makes one or more payments to cover a deficiency in the required debt service payments on RRO TIF Note A and the Hotel TIF Note A as provided in paragraph A of Section 602, the City shall maintain a record of the aggregate amount of said payments, which shall include interest ("Redeveloper's Aggregate Deficiency Payments"). If the TIF Tax

Revenues from the Tax Increment Provision for any year exceeds the amount necessary to meet current debt service of the TIF Indebtedness, then the excess TIF Tax Revenues shall be paid to Redeveloper and deducted from the Redeveloper's Aggregate Deficiency Payments until Redeveloper's Aggregate Deficiency Payments have been fully reimbursed.

C. RRO and Hotel TIF Notes B – Deferral/Forgiveness of Tax Increment Deficiency.

Redeveloper Purchased RRO and Hotel TIF Notes B. If the Redeveloper purchases the RRO TIF Note B and/or the Hotel TIF Note B, any shortfall in the TIF Tax Revenues from the Tax Increment Provision for any reason whatsoever, specifically including a decline in taxable valuation of the RRO Project Parcels and Hotel Project Parcel which impedes the City's ability to pay debt service on RRO TIF Note B and Hotel TIF Note B, shall be borne entirely by the Redeveloper without recourse of any kind against the City. To the extent of any deficiency in TIF Tax Revenues from the Ad Valorem Tax Provision for required debt service on RRO TIF Bond Note B and/or the Hotel TIF Note B, the Redeveloper as purchaser of said RRO TIF Bond Note B and/or said Hotel TIF Note B agrees to defer payment of the same for each year that there exists a deficiency during the Tax Increment Period. If Redeveloper is required to defer any such payments, the City shall reimburse all sums deferred if and when TIF Tax Revenues do become available from the Ad Valorem Tax Provision to meet current debt service and reimburse Redeveloper for such deferred payments. In the event the RRO TIF Note B and/or Hotel TIF Note B are not retired in full at the end of the Tax Increment Period, any remaining TIF Indebtedness on such Notes shall be forgiven.

Section 603. Reimbursement of TIF Proceeds. Redeveloper agrees to repay the City the TIF Note Proceeds in the event Redeveloper fails to substantially complete the Private Improvements as provided in Section 103 above and, upon such repayment of the TIF Proceeds,

this Redevelopment Agreement shall upon thirty (30) days written notice to the Redeveloper and opportunity to cure be null and void in regards to the Redeveloper and the RRO Project Parcels and Hotel Project Parcel.

Section 604. Debt Service for TIF Indebtedness. The City shall, to the extent allowed by law, and then only to the extent funds are lawfully available from TIF Tax Revenues, pay the JPA the principal of and/or interest on the RRO TIF Note A and the Hotel TIF Note A with interest as provided in the TIF Bond Ordinance(s). Any debt service on the TIF Indebtedness (including interest) to be paid from TIF Tax Revenues shall not constitute a general obligation or debt of the City. Only costs incurred after the execution of this Redevelopment Agreement by all parties hereto shall be eligible for payment. Similarly, the City shall, to the extent allowed by law, and then only to the extent funds are available from TIF Tax Revenues, or the holders thereof, the principal and/or interest on the RRO TIF Note B and the Hotel TIF Note B.

Section 605. Excess TIF Tax Revenues. Any excess TIF Tax Revenues resulting from the Tax Increment Provision on the Project Parcels not needed or required to pay for the TIF Indebtedness or for the repayment of Redeveloper's Aggregate Deficiency Payments, as set forth in Section 602, shall be maintained in the Project Account and shall be used to reimburse JPA for eligible public expenditures.

Section 606. Valuation of Property Within the Project Parcels. The City intends to use the Tax Increment Provision to generate approximately Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00) on the RRO Redevelopment Parcels and approximately Two Million Eight Hundred Eighty Five Thousand and No/100 Dollars (\$2,885,000.00) on the Hotel Redevelopment Parcels (collectively, the "TIF Proceeds") which

shall be used to finance the issuance of the TIF Indebtedness and the reimbursements to JPA and Redeveloper in accordance with this Redevelopment Agreement. The tax increment is to be derived from the increased valuation, determined in the manner provided for in Article 8, Section 12 of the Constitution of the State of Nebraska and the Community Act which will be attributable to the construction of the Private Improvements and redevelopment contemplated under this Redevelopment Agreement. The TIF Tax Revenues which are to be used to pay debt service for the TIF Indebtedness will be derived from the increased valuation from redeveloping the RRO Project Parcels and Hotel Project Parcel as provided in this Redevelopment Agreement.

A. RRO Redevelopment Parcels. Redeveloper agrees to protest any taxable valuation assessed for the RRO Redevelopment Parcels below Twenty-Four Million Eight Hundred Thousand and No/100 Dollars (\$24,800,000.00) commencing the first tax year following the completion of the RRO Improvements and continuing for a period of not to exceed fifteen (15) years after the RRO Effective Date (defined in Section 814 of this Agreement) or so long as any portion of the TIF Indebtedness remains outstanding and unpaid, whichever period of time is shorter. Redeveloper further agrees not to contest any taxable valuation assessed for the RRO Redevelopment Parcels which does not exceed Twenty-Four Million Eight Hundred Thousand and No/100 Dollars (\$24,800,000.00) commencing the first tax year following the completion of the RRO Improvements and continuing for a period of not to exceed fifteen (15) years after the RRO Effective Date (defined in Section 814 of this Agreement) or so long as any portion of the TIF Indebtedness remains outstanding and unpaid, whichever period of time is shorter.

B. Hotel Redevelopment Parcels. Redeveloper agrees to protest any taxable valuation assessed for the RRO Redevelopment Parcels below Twenty-Four Million Eight Hundred Thousand and No/100 Dollars (\$24,800,000.00) commencing the first tax year

following the completion of the RRO Improvements and continuing for a period of not to exceed fifteen (15) years after the RRO Effective Date (defined in Section 814 of this Agreement) or so long as any portion of the TIF Indebtedness remains outstanding and unpaid, whichever period of time is shorter. Redeveloper further agrees not to contest any taxable valuation assessed for the Hotel Redevelopment Parcel which does not exceed Sixteen Million and No/100 Dollars (\$16,000,000.00) commencing the first tax year following the completion of the Hotel Improvements and continuing for a period not to exceed fifteen (15) years after the Hotel Effective Date (defined in Section 814 of this Agreement) or so long as any portion of the TIF Indebtedness remains outstanding and unpaid, whichever period of time is shorter.

Section 607. Restriction on Transfer. Redeveloper will not, for a period of fifteen (15) years after the issuance by the City to Redeveloper the Redeveloper's Certificate of Completion of the Private Improvements, or so long as the tax increment indebtedness remains outstanding, whichever period of time is shorter (the "Tax Increment Period"), convey the RRO Project Parcels and/or Hotel Project Parcel to any entity which would result in the underlying real estate being exempt from ad valorem taxes levied by the State of Nebraska or any of its subdivisions or subsidiaries. Redeveloper reserves the right to transfer the Hotel Parcels to an affiliate for the development of the Hotel Project with the consent of the City, which shall not be unreasonably withheld.

Section 608. Agreement to Pay Taxes. Redeveloper agrees to pay all real property taxes levied upon the RRO Project Parcels and Hotel Project Parcel and Private Improvements prior to the times such taxes become delinquent. This contractual obligation to pay such taxes prior to delinquency on the part of Redeveloper shall cease upon expiration of the Tax Increment Period, but the City in no way waives the statutory obligation of Redeveloper to continue to pay

real estate taxes. Nothing herein shall be deemed an agreement by Redeveloper to waive its right to protest or contest the valuation of the Redevelopment Area(s) and improvements for tax purposes except as provided in Section 606.

Section 609. Damage or Destruction of Redeveloper's Property. During the Tax Increment Period, Redeveloper agrees to keep the RRO Project Parcels and Hotel Project Parcel and the Private Improvements (during construction and after completed) insured against loss or damage by fire, and such other risk, casualties, and hazards as are customarily covered by builders' risk or extended coverage policies in an amount not less than the replacement value thereof based upon an estimate of insurable value (less footings and foundations) but allowing for reasonable compliance with standard coinsurance clauses and standard deductibles. Any insurance carried or required to be carried by Redeveloper pursuant to this Section 609 may, at Redeveloper's option, be carried under an insurance policy or pursuant to a master policy of insurance or so called blanket policy of insurance covering other property owned by Redeveloper or its corporate affiliates, or any combination thereof. In the event of any insured damage or destruction, Redeveloper agrees to restore the Private Improvements to their prior condition within thirty six (36) months from the date of the damage or destruction, and shall diligently pursue the same to completion.

Section 610. Condemnation. In the event that during the Tax Increment Period all or a substantial portion of the RRO Project Parcels and Hotel Project Parcel and Private Improvements is condemned by a condemning authority other than the City, and such condemning authority or its successor in interest, would not be obligated to pay real estate taxes upon that portion condemned, the City shall be entitled to claim against the condemning

authority an interest in such property equal to the amount of tax increment received by the City in the preceding year times the number of years remaining in the Tax Increment Period.

Section 611. Termination of Provisions. The provisions of Article VI shall terminate upon the end of the Tax Increment Period.

ARTICLE VII.

REMEDIES

Section 701. In General. Except as otherwise provided in this Redevelopment Agreement, in the event of any default in or breach of this Redevelopment Agreement, or any of its terms or conditions by the City, the JPA, Redeveloper, or any successors to such parties, such party (or successor) shall, upon written notice from the aggrieved party, proceed immediately to cure or remedy such default or breach, and in any event, such default or breach shall be cured within thirty (30) days after receipt of such notice, except that if such default or breach cannot, in the exercise of reasonable diligence, be cured within such 30 day period, then the defaulting party within such period shall commence efforts to cure such default and shall diligently continue to cure the same. In case such action is not cured as provided above, the aggrieved party may institute such proceedings as may be necessary or desirable in its option to cure and remedy such default or breach including, but not limited to, proceedings to seek recovery for damages or to compel specific performance by the party in default or breach of its obligation. Any curing of any default or breach by a mortgagee of Redeveloper shall be deemed to be a curing by Redeveloper.

Section 702. Other Rights and Remedies; No Waiver by Delay. The parties hereto shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purposes of this Redevelopment Agreement. Any delay in instituting or

prosecuting any action or proceeding or otherwise asserting its rights under this Redevelopment Agreement shall not operate as a waiver of such rights to deprive a party of or limit such rights in any way.

Section 703. Delay in Performance For Causes Beyond Control of Party (“Force Majeure”). For the purpose of any provisions of this Redevelopment Agreement, the City, the JPA, and Redeveloper or their successors or assigns, shall not be considered in breach or default of their obligations in the event of delay in the performance of such obligations due to causes beyond their reasonable control and without their fault, including acts of God, acts of the public enemy, act of the federal or state government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of contractors, or subcontractors due to such causes (financial incapacity of the Redeveloper, contractors or subcontractors excepted); it being the purpose and intent of this section that in the event of the occurrence of any such delay, the time for performance of the obligations of either party with respect to construction of the improvements shall be extended for the period of delay, provided that in order to obtain the benefit of the provisions of this section, the party seeking the benefit shall, within twenty (20) days after the beginning of any such delay, notify the other party thereof, in writing, and of the cause(s) thereof.

Section 704. Rights and Remedies Cumulative. The rights and remedies of the parties to this Redevelopment Agreement, whether provided by law or by this Redevelopment Agreement, shall be cumulative and the exercise by either party of any one or more such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for any other default or breach by the other party. A waiver of any right of either party

conferred by this Redevelopment Agreement shall be effective only if such waiver is in writing and only to the extent as so specified in writing.

ARTICLE VIII.

MISCELLANEOUS

Section 801. Conflicts of Interest; City Representatives Not Individually Liable.

No official or employee of the City shall be personally liable to Redeveloper, any successors in interest or transferees of Redeveloper, or any other party or person, in consequence of any default or breach by the City or for any amount which may become due to Redeveloper, its successors or transferees, or on any obligations under the terms of this Redevelopment Agreement.

Section 802. Persons Authorized to Issue Approvals. For purposes of this Redevelopment Agreement and the approvals and disapprovals required hereunder, Redeveloper shall be entitled to rely on the written approval or disapproval of the City Council, or the Mayor, or the Director of the Department of Urban Development or its successor as authorized in this Redevelopment Agreement, as constituting the approval or disapproval required by the City. The Mayor is hereby authorized to amend or modify the Order of Priority and TIF Proceeds for the Priority items as shown in Section 601. Until City receives further written notice from Redeveloper, City shall be entitled to rely on the written approval of William D. Scott as constituting the approval or disapproval of Redeveloper.

Section 803. Equal Employment Opportunity. Redeveloper, for itself and its successors and transferees, agrees that during the construction and operation of the Private Improvements provided for in this Redevelopment Agreement, Redeveloper will not discriminate against any employee or applicant for employment for the Redeveloper because of

race, religion, sex, color, national origin, ancestry, disability, marital status, or receipt of public assistance. Redeveloper will take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, religion, sex, color, national origin, ancestry, disability, marital status, or receipt of public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Section 804. Notices and Demands. A notice, demand, or other communication under this Redevelopment Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, in the case of Redeveloper, to TDP Phase One, LLC, 440 N. 8th Street, Suite 140, Lincoln, Nebraska 68508; in the case of the City, to the Mayor, 555 South 10th Street, Lincoln, Nebraska 68508, *with a copy* to City Attorney, 555 South 10th Street, Suite 300, Lincoln, Nebraska 68508; and, in the case of the JPA, to City Attorney, 555 South 10th Street, Suite 300, Lincoln, Nebraska 68508; or at such other address with respect to either party as that party may from time to time designate in writing and forward to the other as provided in this Section.

Section 805. Approval Not Unreasonably Withheld and Timely Approval. Whenever approval or consent of either party is required hereunder, such consent shall not be unreasonably withheld or delayed. Except as may be specifically otherwise stated, any approval or disapproval required in this Redevelopment Agreement shall be issued within fourteen (14) days after receipt by the party issuing such approval/disapproval of all necessary information from the party requesting such approval. The party issuing such approval/disapproval shall

promptly advise the requesting party as to whether all necessary information has been received. If any party to this Redevelopment Agreement submits any item to another party to this Redevelopment Agreement for approval pursuant to this Redevelopment Agreement, and the party so requested to approve fails to issue written approval or disapproval within the time period specified for such approval or disapproval, then such failure shall constitute approval of such item.

Section 806. Access to Project Parcels. Redeveloper shall permit the representatives of the City to enter all of the RRO Project Parcels and Hotel Project Parcel and at any and all reasonable times, as the City may deem necessary for the purposes of this Redevelopment Agreement, including but not limited to work and inspection of all work being performed in connection with the construction of the Private Improvements. Similarly, the City shall permit Redeveloper such entry upon the public rights of way for such purposes. No compensation shall be payable nor shall any charges be made in any form by any party for the access or inspection provided for in this section. The City's right of access granted under this section shall terminate upon issuance by the City of the Redeveloper's Certificate of Completion. Notwithstanding the above, Redeveloper shall not be relieved of the provisions contained in Chapter 14.29 of the Lincoln Municipal Code regarding the use of streets for private construction purposes.

Section 807. Termination of Provisions; Provisions Run With the Land. This Redevelopment Agreement shall run with the RRO Project Parcels and Hotel Project Parcel and shall inure to and bind the parties and their successors in interest. Except as otherwise provided herein, the provisions and covenants of this Redevelopment Agreement shall terminate upon issuance by the City of the Redeveloper's Certificate of Completion for all the Private

Improvements except for the Plaza Project Parcel and the Plaza Improvements contemplated herein, except as otherwise set forth herein.

Section 808. Federal Immigration Verification System Requirements. In accordance with *Neb. Rev. Stat.* §§ 4-108 through 4-114, the Redeveloper agrees to register with and use a federal immigration verification system to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 USC 1324a, otherwise 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. The Redeveloper shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 USC 1324b. The Redeveloper shall require any contractor constructing the Private Improvements on behalf of Redeveloper to comply with the provisions of this section.

Section 809. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Redevelopment Agreement are inserted for convenience of index and reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 810. Mutual Cooperation. The parties agree to mutually cooperate in constructing the various improvements each is to construct in the RRO Project Parcels and Hotel Project Parcel so as to coordinate all timing to the extent reasonable, and further to facilitate opening of each facility at the earliest possible time.

Section 811. Integrated Contract; Severance of Provisions; Interpretation; Governing Law. It is intended by the parties that this Redevelopment Agreement and the

incorporated, attached and referenced documents shall be an integrated contract, but that invalidation of any of its provisions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect unless such court action shall materially change the intent of this Redevelopment Agreement. Any uncertainty or ambiguity existing herein shall not be interpreted against a party because such party prepared any portion of this Redevelopment Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally. The parties agree that any grant paid hereunder to the Redeveloper as reimbursement for the cost of the Public Improvements are for the benefit of the City and the public and are granted pursuant to the contract provisions described herein and that such grant funds are not under the dominion and control of the Redeveloper and should not be construed as income to the Redeveloper under the Internal Revenue Code Section 61 (I.R.C. § 61). This Redevelopment Agreement shall be construed and governed by the laws of the State of Nebraska.

Section 812. Definitions.

A. For the purpose of this Redevelopment Agreement, the term “holder” in reference to a mortgage shall be deemed to include any insurer or guarantor of any obligation or conditions secured by such mortgage or similar type of encumbrance who succeeds to or becomes subrogated to the rights of the mortgagee.

B. The term “mortgage” shall include a deed of trust or other instrument creating an encumbrance or lien as security for a loan.

C. The term “minimum investment” shall include all costs incurred by Redeveloper when constructing the Private Improvements, including but not limited to construction costs, fees, financing costs, and land costs.

D. The term “residential tenant” shall include the inhabitant of any residential apartment, condominium or similar dwelling. Residential Tenant shall not include hotel guests.

Section 813. Audit. Redeveloper shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Redevelopment Agreement, as allowed by law. City shall be subject to audit by Redeveloper with regard to the collection, disbursement, and/or funding of any of the sales and uses set forth in Section 601(C) and shall make available to Redeveloper and/or any auditor working on behalf of Redeveloper copies of all financial and performance-related records and materials germane to this Redevelopment Agreement and the use of the Tax Increment Financing Proceeds for the Priority Expenses described in Section 601(C).

Section 814. Effective Date of Ad Valorem Tax Provision. The Effective Date of the Ad Valorem Tax Provision of the RRO Improvements portion of the Project shall be the date of the City's issuance of its Consent to the Certificate of Completion for the Private Improvements or the RRO Improvements if issued separately under Section 104 above (the “RRO Effective Date”). The Effective Date of the Ad Valorem Tax Provision of the Hotel portion of the Project shall be the date of the City's issuance of its Consent to the Certificate of Completion for the Private Improvements or for the Hotel Improvements if issued separately under Section 104 above (the “Hotel Effective Date”).

Section 815. Expiration. This Redevelopment Agreement shall expire upon the expiration of the Tax Increment Period.

Section 816. Recording. A Memorandum of this Redevelopment Agreement (in the form attached hereto as Exhibit J shall be recorded with the Register of Deeds of Lancaster County, Nebraska, against the Redeveloper's Property, at the Redeveloper's expense.

Section 817. Representations and Warranties of Parties.

A. Redeveloper represents and warrants to City as follows:

i. **Organization; Power; Good Standing.** Redeveloper is a Nebraska limited liability company duly organized and validly existing in good standing under the laws of Nebraska. Redeveloper is qualified to do business in the State of Nebraska and has all requisite power and authority to own and operate its properties and carry on its business as now being conducted and to enter into this Redevelopment Agreement and perform the obligations hereunder.

ii. **Authority Relative to Agreement.** This Redevelopment Agreement has been duly executed and delivered by Redeveloper and constitutes a legal, valid and binding obligation of Redeveloper, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.

iii. **Effect of Agreement.** The execution, delivery and performance of this Redevelopment Agreement by Redeveloper has been duly authorized by all necessary action by Redeveloper and except as provided in this Redevelopment Agreement will not require the consent, waiver, approval, license or authorization of any person or public authority, and will not violate any provision of law applicable to Redeveloper, and will not violate any instrument,

agreement, order, judgment, decree, statute, regulation, or any other restriction of any kind to which Redeveloper is a party.

B. City represents and warrants to Redeveloper as follows:

i. Authority Relative to Agreement. This Redevelopment Agreement has been duly executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.

ii. Effect of Agreement. The execution, delivery and performance of this Redevelopment Agreement by City has been duly authorized by all necessary action by the City and except as provided in this Redevelopment Agreement will not require the consent, waiver, approval, license or authorization of any person or public authority, and will not violate any provision of law applicable to the City, and will not violate any instrument, agreement, order, judgment, decree, statute, regulation, or any other restriction of any kind to which the City is a party.

C. JPA represents and warrants to Redeveloper as follows:

i. Authority Relative to Agreement. This Redevelopment Agreement has been duly executed and delivered by JPA and constitutes a legal, valid and binding obligation of JPA, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.

ii. Effect of Agreement. The execution, delivery and performance of this Redevelopment Agreement by JPA has been duly authorized by all necessary action by JPA and except as provided in this Redevelopment Agreement will not require the consent, waiver, approval, license or authorization of any person or public authority, and will not violate any provision of law applicable to JPA, and will not violate any instrument, agreement, order, judgment, decree, statute, regulation, or any other restriction of any kind to which JPA is a party.

Section 818. Counterparts. This Redevelopment Agreement may be executed in one or more counterparts which, when assembled, shall constitute an executed original hereof.

Section 819. Successors and Assigns. The provisions of this Redevelopment Agreement shall be binding upon Redeveloper and its successors and assigns; provided, however, that the obligations of Redeveloper pursuant to this Redevelopment Agreement shall be binding upon Redeveloper and its successors and assigns only during their respective periods of ownership.

Section 820. Purpose of Agreement. This Redevelopment Agreement has been entered into by the City to provide financing for the Project, an approved project within the Lincoln Center Redevelopment Plan.

[SIGNATURE AND NOTARY PAGES TO FOLLOW]

Executed by City this ____ day of _____, 2012.

ATTEST:

CITY OF LINCOLN, NEBRASKA
a municipal corporation

City Clerk

Chris Beutler, Mayor

WEST HAYMARKET JOINT PUBLIC AGENCY

Chris Beutler
Chairperson of the West Haymarket Joint
Public Agency Board of Representatives

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Chris Beutler, Mayor of the City of Lincoln.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Chris Beutler, Chairperson of the Joint Public Agency Board of Representatives.

Notary Public

Executed by Redeveloper this ____ day of _____, 2012.

TDP PHASE ONE, LLC

By: From Lincoln For Lincoln I, LLC,
Manager of TDP Phase One, LLC

By: WRK Management, LLC, Manager
of From Lincoln for Lincoln I, LLC

By: WRK, LLC, Manager of WRK
Management, LLC

By: _____
William D. Scott, Co-Manager of WRK, LLC

By: _____
Robert E. Scott, Co-Manager of WRK, LLC

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by William D. Scott, Co-Manager of WRK, LLC on behalf of TDP Phase One, LLC, a Nebraska limited liability company.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Robert E. Scott, Co-Manager of WRK, LLC on behalf of TDP Phase One, LLC, a Nebraska limited liability company.

Notary Public

EXHIBITS

Exhibit A - Map of the Redevelopment Areas

Exhibit B – Sources and Uses of TIF

Exhibit C – Exterior Design Criteria

Exhibit D – Project Schematic Drawings

Exhibit E – Certificate of Completion

Exhibit F – Project Schedule for JPA Construction

Exhibit G – Plaza/Cube Use License Agreement

Exhibit H – Corporate Guarantee

Exhibit I – Environmental Use Restrictions

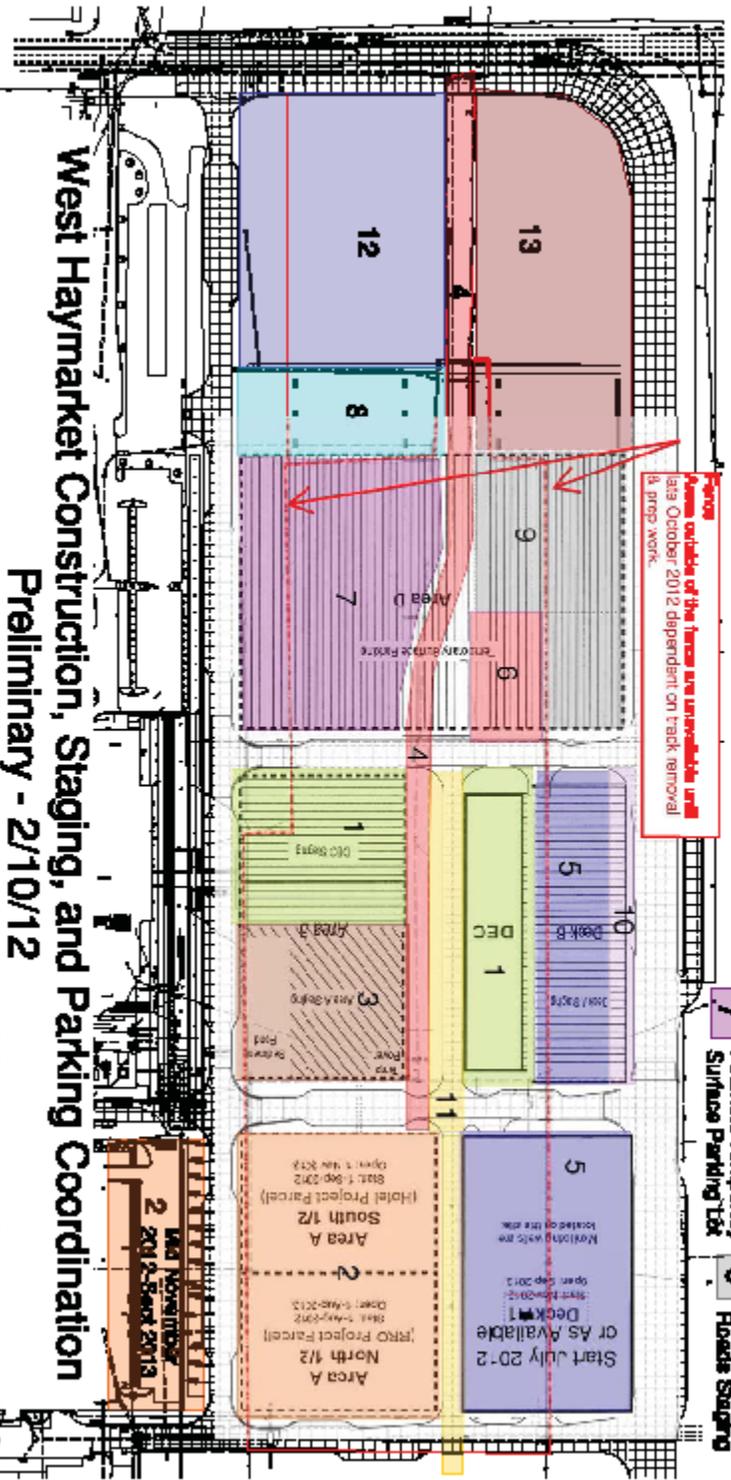
Exhibit J – Memorandum of Redevelopment Agreement and Use Restrictions

EXHIBIT A
Staging Plan and Map

STAGING PLAN – TERMS AND CONDITIONS

1. This is not considered a final document but a working drawing. If changes are needed consideration will be made to all projects in order to limit impacts to those involved.
2. There will need to be a high level of coordination and teamwork in order to accomplish all projects in the area. It is not an ideal situation for any project.
3. All non-building site areas (roads, staging areas, parking lots, etc.) are to be left in the same or better condition vs. before their use.
4. The dirt access road has been installed for everyone's use and should be maintained as such. The road was shown on the initial site prep drawings and if required to move it will be the responsibility of those requesting it's relocation to move it and provide an alternate similar route. This will need to be coordinated with all projects on the site.
5. If additional rock /material is requested for the dirt access road the project needing it will be required to provide it up until such time that it is considered to be a shared road. At that time those projects requesting additional rock and/or those causing damage to it will be required to repair the road and/or add additional rock.
6. The temp power location is meant to serve the DEC, Deck 1, and Traction Projects. It will remain in place until no longer needed by any project.
7. Useable soil spoils from foundation and utilities work are to be stockpiled in area 6 on the drawing. When the Core Area Roadway project commences it will be moved and reused for fill.
8. The West fence can be considered the current boundary for the DEC project up until the tracks are removed and that area begins to get filled by the Core Area Project. At that time coordination will be need to reduce any impact to either project.
9. If any fences, job trailers, or items that are not easily moved are located in the staging or building areas please coordinate their location with the Core Area Roadways Project. Or they can be located with the understanding that they may need to move, at no additional cost to the JPA, in order to complete the utilities and street work.
10. Prior to moving to the site a proposed site laydown plan is to be sent to PC Sports for concurrence and approval.

PC Sports along with LHIT and the City will work to coordinate all projects located in this small area.



West Haymarket Construction, Staging, and Parking Coordination

Preliminary - 2/10/12

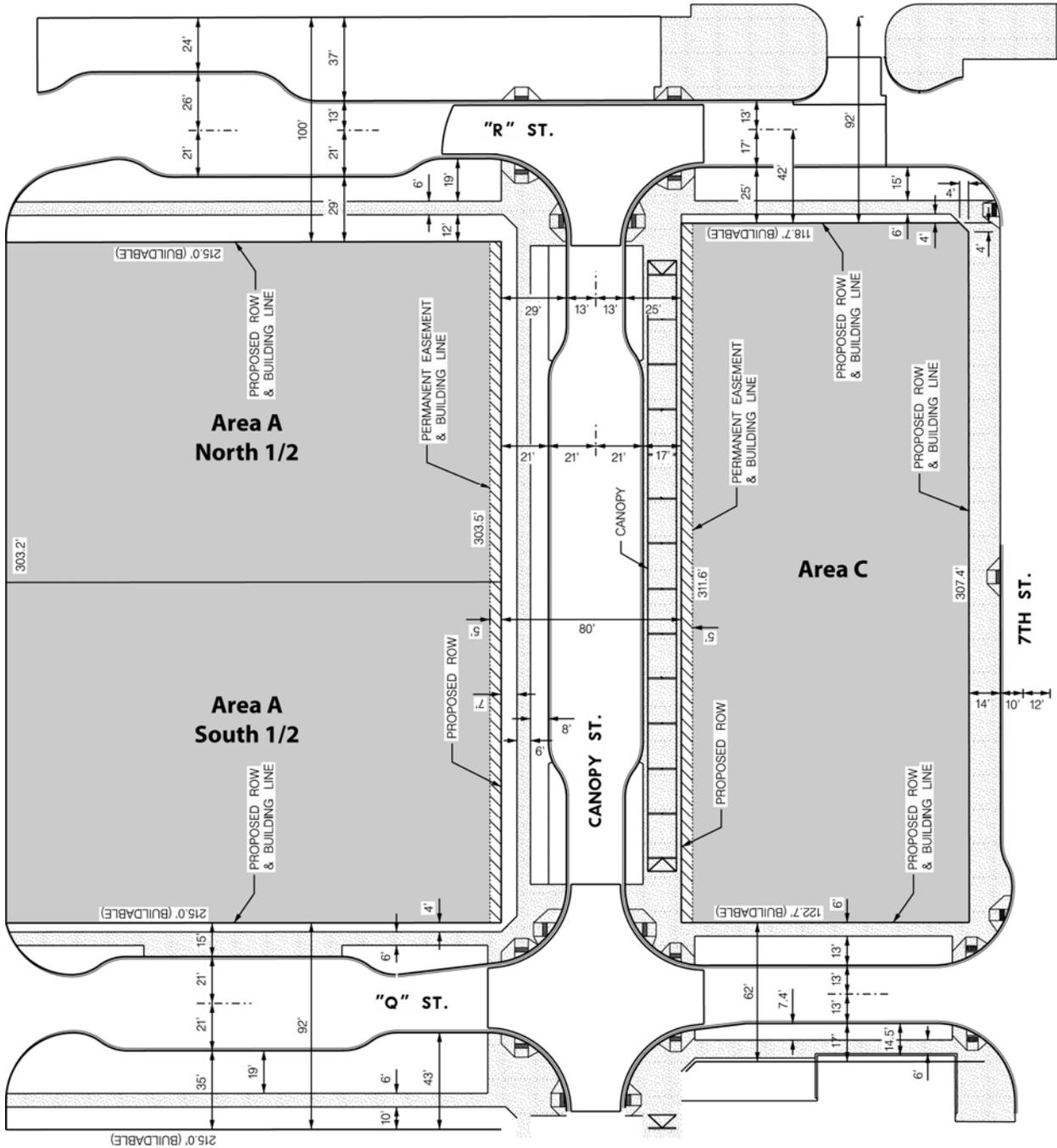
- 1** DEC & DEC Staging
Feb-Sept 18th 2012
- 2** Trackway Development Area
- 3** DEC Staging
Feb-June 2012
Traction Staging Nov. 2012- Sept 2013
- 4** Temp Access Road
Deck 1 and Deck 1 Staging
- 5** DEC Add. Staging Feb-June 2012
Rauasika Spoils Storage Feb-Nov 2012
Deck 1 Add. Staging Nov. '12 - May '13 / Pot. Temp. Parking Lot
- 6** Construction Parking
March-May 2012
- 7** Potential Temporary Surface Parking Lot
- 8** Potential Area for Staging, Storage, Stockpiling, Parking, etc. as needed after Ajar Damo and Remediation
- 9** Core Area
Roads Staging
- 10** Potential Ambient Parking during Road Construction
40' Wide area needed.
- 11** DEC Piping Access Q Street North
Mar-June 31st 2012
- 12** Potential Construction Parking after Wilson Erickson Damo & Remediation June 2012-Sept. 2013 - May be moved as needed.
- 13** Potential Area for Staging, Storage, Stockpiling, Parking, etc. as needed after Ajar Damo and Remediation

Areas outside of the fences are unavailable until late October 2012 dependent on task removal & prep work.

EXHIBIT A-2 MAP OF THE REDEVELOPMENT AREAS

- LEGEND**
- DEVELOPMENT AREA FOR NEW BUILDING
 - PERMANENT EASEMENT FOR UTILITIES (MAXIMUM 2' FOOTING ENCROACHMENT INTO THE EASEMENT)
 - SIDEWALK

NOTE: THE BUILDING LINES AS SHOWN MATCH THE ROW & ASSUME ALL CONSTRUCTION (INCLUDING FOUNDATIONS) STAY WITHIN THE GRAY SHADED AREAS UNLESS OTHERWISE APPROVED BY THE CITY.



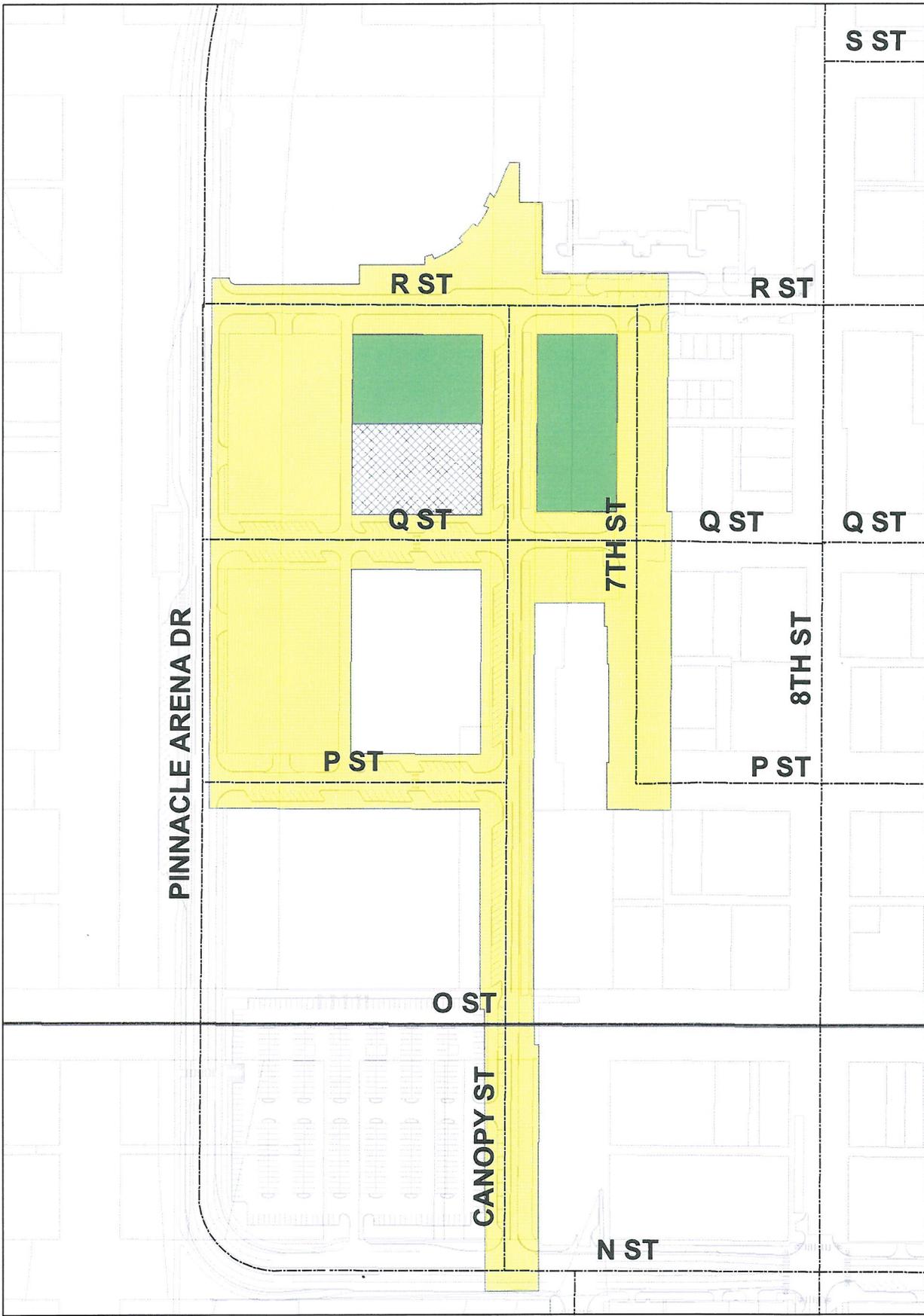


Exhibit A-3: West Haymarket Redevelopment Project Area

--- Streets Both RRO & Hotel Phase RRO Phase Hotel Phase



EXHIBIT B

SOURCES AND USES OF TIF

Residential Retail Office Project	Total	Series A	Series B	Detailed Expenses
FIRST PRIORITY - Cost of Issuance	\$15,000	\$15,000		Cost of issuing TIF indebtedness.
SECOND PRIORITY - Sanitary Sewer	\$100,000	\$100,000		Relocated sanitary sewer from Area C to Q Street.
THIRD PRIORITY - Cube Improvements	\$1,125,000	\$1,125,000		Exterior of Cube, footings, and foundations, mezzanine, rooftop deck, audio/visual, and stage lighting, etc.
FOURTH PRIORITY - Plaza Space Improvements	\$1,030,000	\$1,030,000		Earthwork & grading, drainage & utilities, decorative hardscape, landscaping, ped lighting, art, street controls, signage, ice rink, public restrooms, staging, rigging, etc.
FIFTH PRIORITY - Public Market	\$400,000	\$400,000		Construction of public market, interior tenant finish, etc.
SIXTH PRIORITY - Energy Efficiency Enhancements	\$175,000	\$175,000		DEC Aid to Construction
SEVENTH PRIORITY - Plaza Block Façade Enhancements	\$715,000	\$280,000	\$435,000	Difference between use of quality materials and use of materials that would satisfy Downtown Design Standards and Integrated Development Plan.
EIGHTH PRIORITY - Residential Façade Enhancements	\$940,000	\$375,000	\$565,000	Difference between use of quality materials and use of materials that would satisfy Downtown Design Standards and Integrated Development Plan.
Total	\$4,500,000 (100%)	\$3,500,000 (78%)	\$1,000,000 (22%)	
Hotel Project				
Total	Total	Series A	Series B	Detailed Expenses
FIRST PRIORITY - Cost of Issuance of TIF	\$10,000	\$10,000		Cost of issuing TIF indebtedness.
SECOND PRIORITY - Other City Identified Public Improvements/Enhancements	\$770,000	\$770,000		The City will make the determination of funding (streetscape, garage, plaza)
THIRD PRIORITY - Energy Efficiency Enhancements	\$1,100,000	\$1,100,000		DEC Aid to Construction
FOURTH PRIORITY - Hotel Façade Enhancements	\$1,005,000	\$370,000	\$635,000	Difference between use of quality materials and use of materials that satisfy Downtown Design Standards and Integrated Development Plan.
Total	\$2,885,000	\$2,250,000	\$635,000	
Total Residential, Plaza, and Hotel	\$7,385,000	\$5,750,000 (78%)	\$1,635,000 (22%)	

EXHIBIT C EXTERIOR DESIGN CRITERIA

In addition to the underlying signage requirements of the B-4 Downtown Business Zone, Redeveloper agrees to the following Exterior Design Criteria. Exceptions to the following criteria are permitted with written approval of Landlord. Nationally or regionally recognized merchants may be given further latitude to creatively integrate their prototype designs with these criteria.

1. SIGN REQUIREMENTS

- a. Tenant must submit an Application for Sign Permit to the City of Lincoln Building and Safety. For information on conforming signs, please refer to Chapter 27.69 of City of Lincoln Zoning Ordinances.
- b. All signage (including menu boards and sandwich boards) must be submitted to Landlord for their review and approval prior to City approval (one set of complete shop drawings). Sign shop drawings must include, at a minimum, mounting details, transformer location and access, dimensions, light types used, lettering styles and sizes, colors, materials used on sign, and sign location(s). Drawings must be drawn to scale and show the proposed placement of the sign on the building facade.
- c. No exterior sign or sign panel will be permitted to extend above any roof line and must stay within the boundaries of the tenant's space. Tenant's signage shall not occupy more than two walls of any building without prior written approval from the Landlord.
- d. The average height and area of Tenant's sign shall be based on a percentage of each building facade area. Landlord shall work with Tenant to provide the maximum height and area for Tenant's sign, taking into consideration Tenant's use and percentage of total building. Signs on each building facade must individually and cumulatively meet City of Lincoln Sign Code.
- e. Tenants are encouraged to use the following signage:
 - Internally illuminated individual dimensional channel letters mounted on the building (the use of a colored or frosted Plexiglas face is required).
 - Illuminated reverse channel letter (open or translucent back). Also referred to as halo lighting or silhouette lighting.
 - Double faced, blade signage with individual channel letters
 - Exterior illuminated metal standoff letters.
 - Highly durable fabric awnings/marquee signs.
- f. The following types of signs shall not be permitted:

- Signs such as die cut vinyl, gold or silver leaf, or paint.
 - Boxed pillow or cabinet type. Boxed signs with raised letters will be considered on an individual basis and are subject to approval.
 - Translucent backlit awnings.
 - Horizontal banners or pennants.
 - Animated, moving, rotating, flashing, or noise making.
 - Electronic “Sale” signs, “Special Announcement” sign or other advertisement of any other kind on the exterior.
 - Mobile Signs
- g. All conductors and transformers shall be concealed from public areas. No exposed raceways, crossovers or conduits will be permitted. All signage returns shall either match face color of sign or blend with adjacent building color.
 - h. Threaded rods or anchor bolts shall be used to mount sign letters, which are spaced out from the background panel. Angle clips attached to letter sides will not be permitted.
 - i. All electric signs and installation methods must meet UL standards and contain a UL label.
 - j. All illuminated signs must be turned on during the shopping center’s normal operating hours. The use of time clocks for sign and show window lighting is required.
 - k. Temporary construction signs must comply with city requirements.
 - l. Tenant shall install vinyl adhesive address numerals at the top of the storefront entrance door or as required by the local fire marshal. Address signs are not included in the wall sign calculation.

2. STOREFRONT DESIGN REQUIREMENTS

- a. The Storefront and Bulkhead shall have standard retail finishes, provided and maintained by the Landlord on the outside of the Lease Premises. The Tenant cannot change or modify the Storefront or Bulkhead, nor is the Tenant responsible for its maintenance, except for patching and repair of any damage caused by the Tenant during construction or sign installation.
- b. Except as provided herein, no advertising placards, banners, pennants, names, insignia, trademarks or other descriptive materials shall be affixed or maintained upon the glass panes and supports of the storefront windows and doors, without prior written approval of the Landlord.

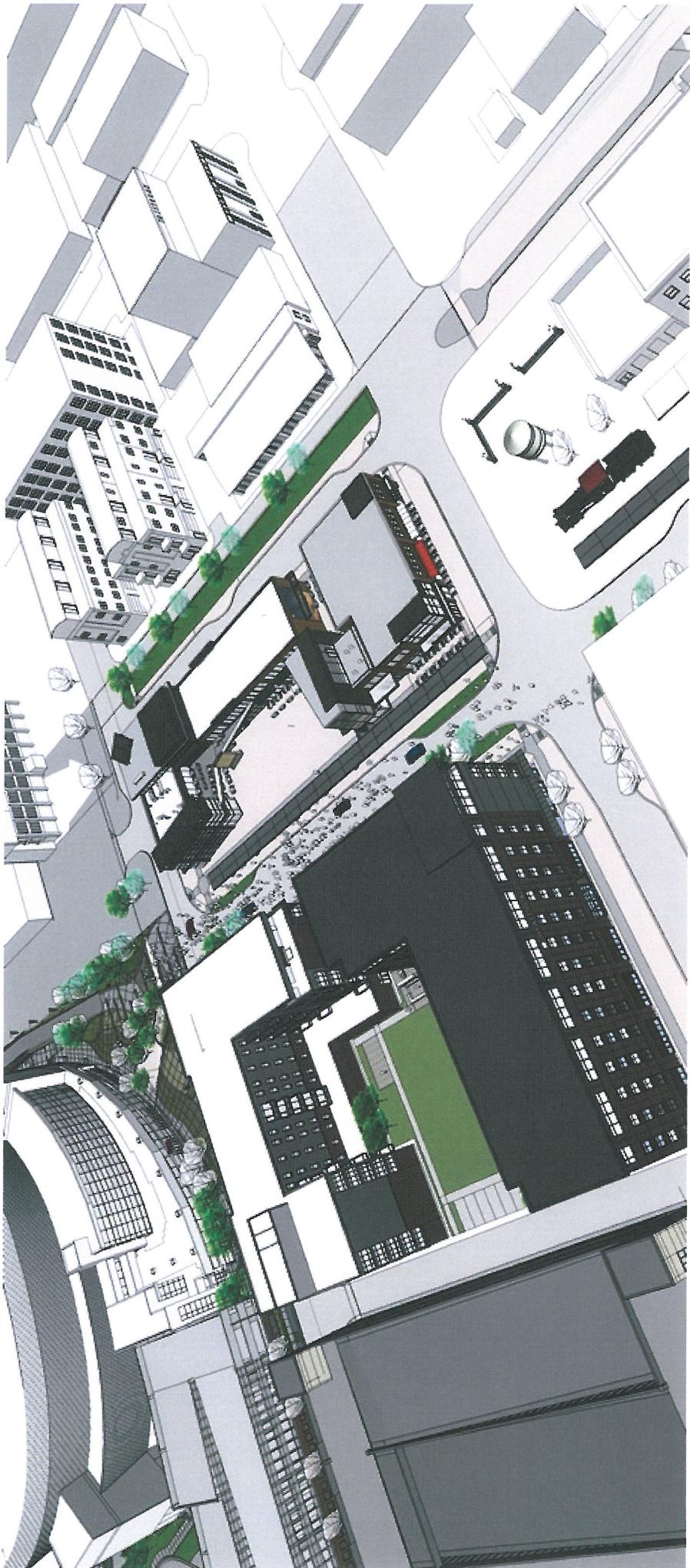
- c. Display areas shall not be obstructed by window signage. Small stenciled letters, addresses or logos can be appropriate signage in windows, but the painting of large areas of glass is prohibited.
- d. At no time will hand-lettered, non-professional signs, or newspaper advertisements be displayed on the storefronts.
- e. Prior written approval, which shall be at Landlord's sole discretion, must be obtained for installation of window shades, blinds, drapes or any other window treatment of any kind whatsoever.
- f. Tenant shall not permit or suffer any advertising medium to be placed on walls or exterior windows, on the sidewalks or on the parking lot areas or light poles.
- g. No sale of merchandise by tent sale, truck load sale or the like shall be permitted on the parking areas, Plaza, or sidewalks.
- h. Without the permission of Landlord, Tenant shall not permit or suffer the use of any advertising medium which can be heard or experienced outside of the Premises, including, without limiting the generality of the foregoing, flashing lights, searchlights, loud speakers, phonographs, radios, or television. No radio, television, or other communication antenna equipment or device is to be mounted, attached, or secured to any part of the roof, exterior surface, or anywhere outside the Premises, unless Landlord has previously given its written consent.

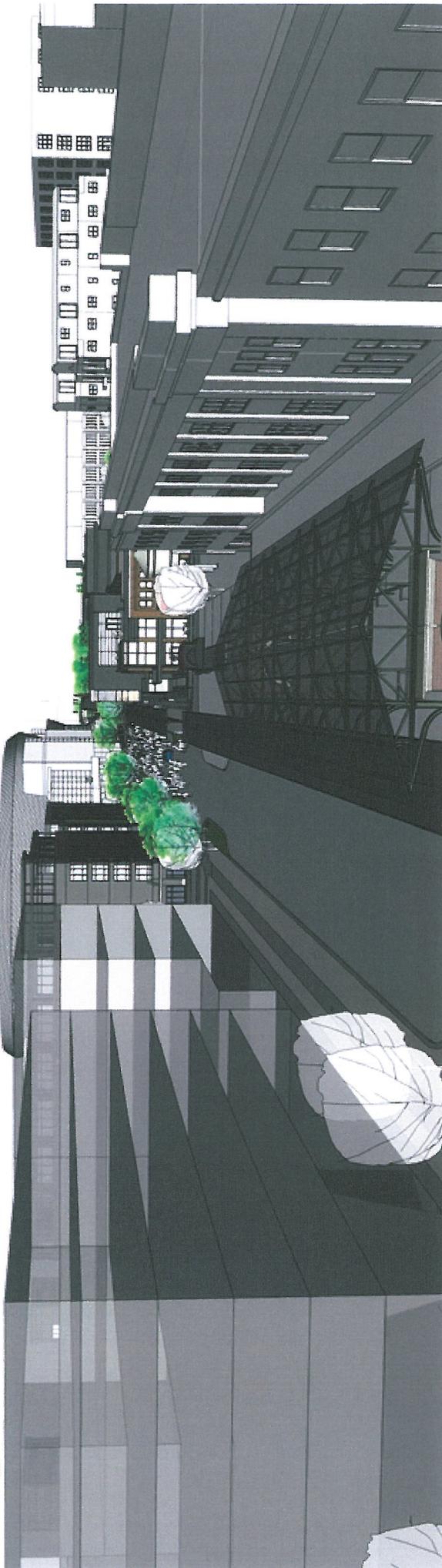
3. OUTDOOR SEATING REQUIREMENTS

- a. Tenants with outdoor seating located in the public right-of-way shall be required to apply for a Sidewalk Café Permit through the City of Lincoln Outdoor Dining Committee, at Tenant's expense.
- b. Tenants with outdoor seating located on private property shall not be required to apply for a Sidewalk Café Permit.
- c. All outdoor seating designs, heat lamps, enclosure structures, furniture, fixtures, valet stands, menu boards, and equipment must be submitted to Landlord for their review and approval.
- d. All tenant exterior seating areas shall conform to the Lease Agreement and shall be reviewed and approved by Landlord.
- e. Tenants are encouraged to invest in durable and well-designed street furniture. Plastic furniture or plastic mesh furniture will not be permitted.

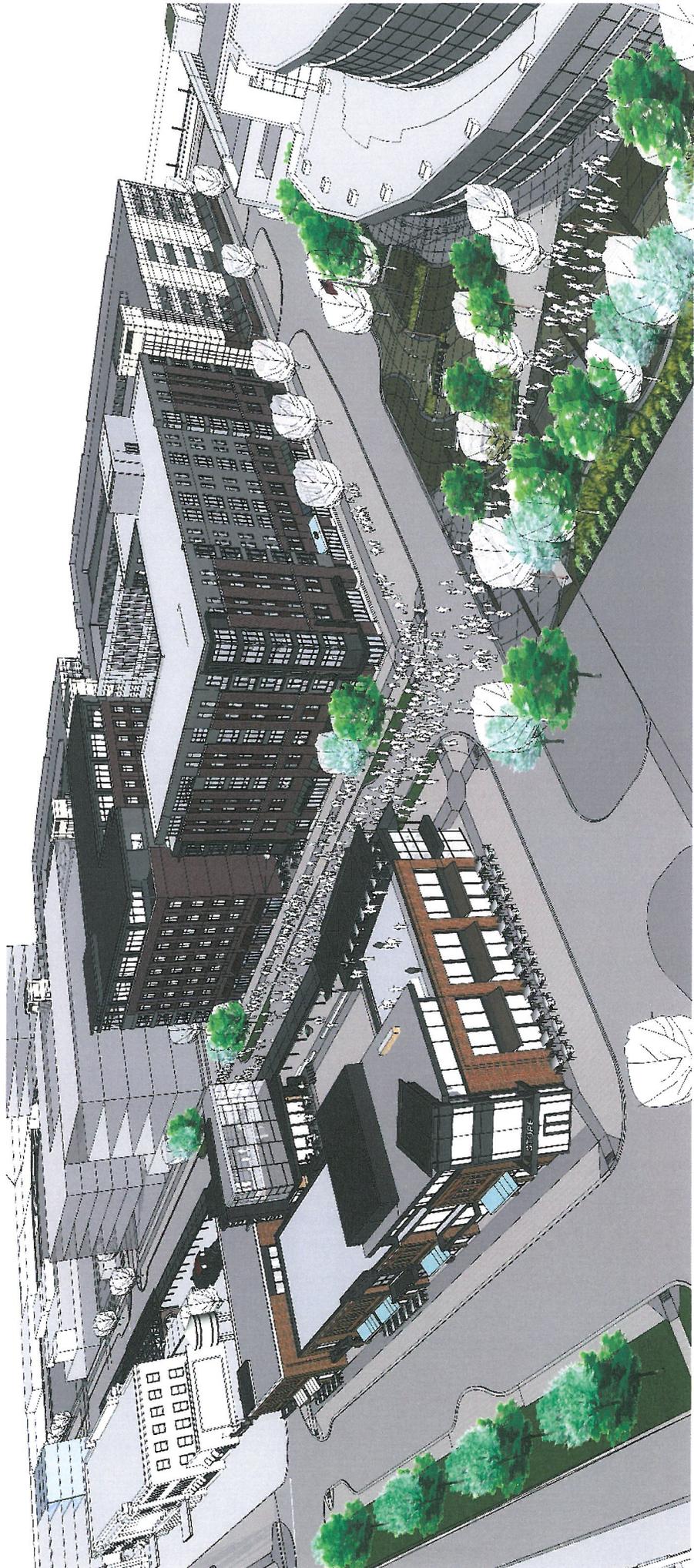
EXHIBIT D
PROJECT SCHEMATIC DRAWINGS



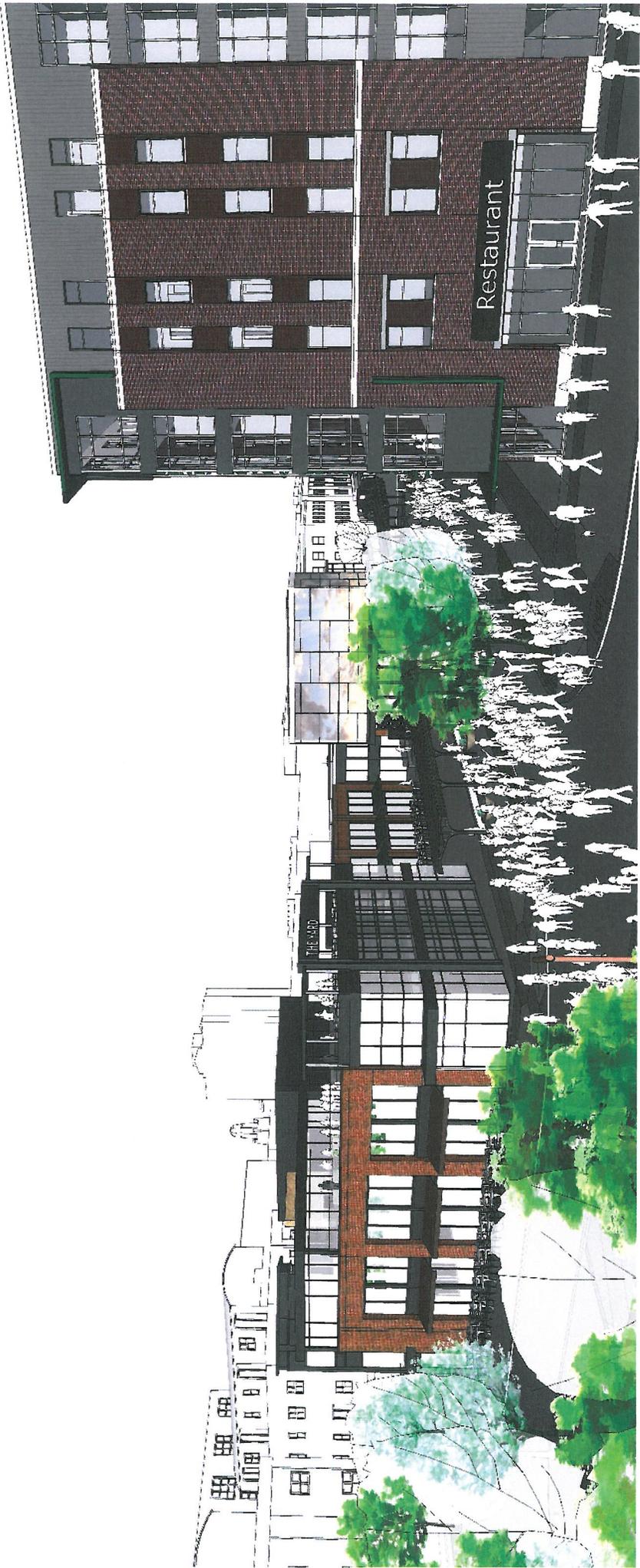












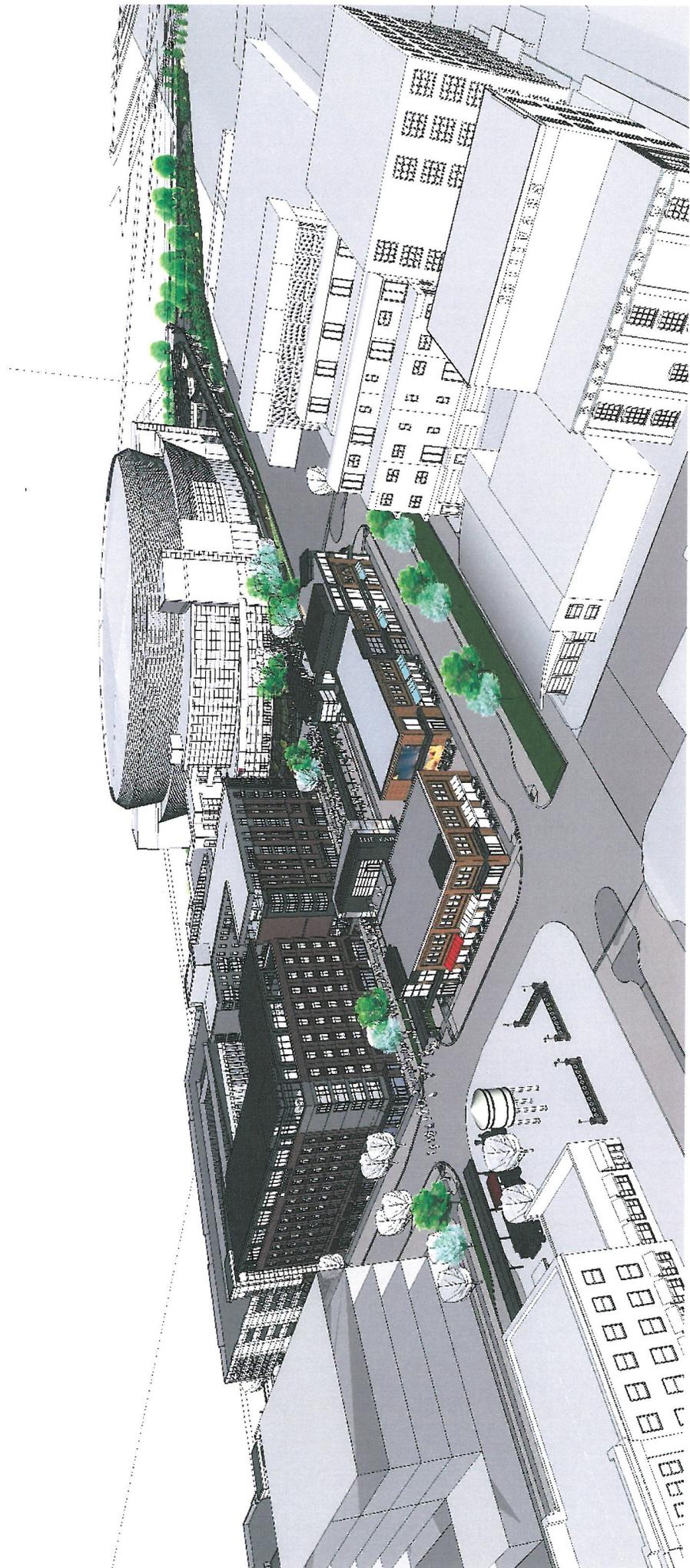


EXHIBIT E
CERTIFICATE OF COMPLETION OF IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned certifies, represents and warrants to the City of Lincoln, Nebraska, the conclusive determination and certification with regard to the following real property situated in the City of Lincoln, Lancaster County, Nebraska, to wit:

[INSERT LEGAL DESCRIPTION], Lincoln, Lancaster County, Nebraska,

that the Private Improvements required to be constructed by the Redeveloper upon the above described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated the ____ day of _____, 2012, and recorded as Instrument No. _____ in the office of the Register of Deeds for Lancaster County, Nebraska.

TDP PHASE ONE, LLC, a Nebraska limited liability company

By: From Lincoln For Lincoln I, LLC,
Manager of TDP Phase One, LLC

By: WRK Management, LLC, Manager
of From Lincoln for Lincoln I, LLC

By: WRK, LLC, Manager of WRK
Management, LLC

By: _____
William D. Scott, Co-Manager of WRK, LLC

By: _____
Robert E. Scott, Co-Manager of WRK, LLC

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by William D. Scott, Co-Manager of WRK, LLC on behalf of TDP Phase One, LLC, a Nebraska limited liability company.

Notary Public

**EXHIBIT F
PROJECT SCHEDULE FOR JPA CONSTRUCTION**

1-Apr-12	Redevelopment Agreement Executed
1-May-12	Title Commitment Delivered to Redeveloper for Area A
1-Aug-12	Title Commitment Delivered to Redeveloper for Area C
1-Jun-12	Closing North 1/2 Area A
1-Sep-12	Closing Area C
TBD	Closing South 1/2 Area A – Not Later than 1 November 2013
1-Jul-12	Temporary Utilities to Area A
1-Oct-12	Temporary Utilities to Area C
1-Aug-12	Construction Start North 1/2 Area A
1-Nov-12	Construction Start Area C
1-Sep-12	Construction Start South 1/2 Area A
1-Aug-13	Completion of Permanent Utilities & Roads to North 1/2 Area A
1-Sep-13	Completion of Permanent Utilities & Roads to Area C
1-Sep-13	Completion of Permanent Utilities & Roads to South 1/2 Area A
1-Aug-13	Completion of Surface Parking on Area B/D
1-Aug-13	Temporary Parking in Arena Garage for Residents
1-Sep-13	Completion of Parking Garage Deck A
1-Aug-13	Completion of Area A North 1/2
1-Nov-13*	Completion of Area C (Retail & Office) *12 months after delivery of land
TBD*	Completion of Area A South 1/2 *18 months after purchase of land

EXHIBIT G

PLAZA/CUBE LICENSE AGREEMENT

THIS PLAZA/CUBE LICENSE AGREEMENT (the "Agreement") is made this ____ day of _____, 2012 by and between TDP Phase One, LLC, a Nebraska limited liability ("Grantor"), and the City of Lincoln, Nebraska, a municipal corporation ("Grantee").

RECITALS

- A. Grantor owns or will own certain real estate located in Lincoln, Lancaster County, Nebraska, legally described on the attached Exhibit A which is incorporated herein by this reference (the "Property").
- B. Grantor has identified areas of the Property that are accessible by the general public for nonexclusive limited uses, as defined in this Agreement. Such areas include, but are not limited to an outdoor public plaza ("The Yard") and an indoor public market space and public restrooms ("The Public Market"), located on the Property as described on the attached Exhibit A.
- C. Grantor entered into the West Haymarket Redevelopment Agreement (the "Redevelopment Agreement") with the Grantee and the West Haymarket Joint Public Agency for, inter alia, the redevelopment of certain Redevelopment Areas in the West Haymarket, including the Property.
- D. Pursuant to the Redevelopment Agreement, and to ameliorate the blighted and substandard conditions of the Property, Grantor agrees to grant a nonexclusive limited license for the Grantee and its permittees to use The Yard and The Public Market. Under the Redevelopment Agreement, Grantor is utilizing tax increment financing facilitated by Grantee to improve The Yard and The Public Market provided that the general public is granted certain rights to have access to The Yard and The Public Market.

- E. Grantor and Grantee also wish to define the use of Grantor's digital art display located on the Property ("The Cube") which is properly described on the attached Exhibit A.
- F. This Agreement sets forth the parties' rights and obligations with respect to the license of The Yard, The Public Market and The Cube.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Grantor and Grantee do now hereby agree as follows:

1. General Conditions of Use.

- a. Subject to the terms of this Agreement, Grantor hereby grants to Grantee for the benefit of the public a permanent limited, nonexclusive license to use the Property including The Yard and The Public Market. This license shall permit the Grantee and the general public rights for use of The Yard, The Public Market, and The Cube in a manner that does not unreasonably interfere with Grantor's or any other permittee or authorized person's nonexclusive use of The Yard, The Public Market, and The Cube.
- b. Nothing in this Agreement is intended to permit any of the following enumerated or similar activities by the permittees in The Yard or The Public Market: loitering, demonstrating, picketing, soliciting, begging, camping, littering, sunbathing, carrying firearms, engaging in any illegal, offensive, indecent, obscene, vulgar, lewd or disorderly speech, dress or conduct, or otherwise disturbing the peace ("Prohibited Activities").
- c. Grantor shall have the right to implement use restrictions or regulations, subject to City approval which shall not be unreasonably withheld, which may include the right to deny access to The Yard and The Public Market to persons who are disorderly or intoxicated or engaging in any of the Prohibited Activities.
- d. Grantor shall have the right, subject to City approval which shall not be unreasonably withheld, to establish hours of operation of the The Yard and The Public Market ("Authorized Hours") and to deny access to The Yard and The Public Market during the hours that do not constitute the Authorized Hours.
- e. Grantor shall not deny access to The Yard or The Public Market to any persons based on their age, race, religion, creed, color, sex, sexual orientation, national origin, ancestry, disability or veteran status.
- f. Grantor shall have the ability to deny access to The Yard to any persons under the legal drinking age during certain hours or Special Events where The Yard constitutes a licensed premises for liquor license purposes.
- g. Grantor shall have the ability to prohibit persons from bringing animals, birds, or other living creatures into The Yard or The Public Market with the exception of guide dogs or other animals specifically trained to assist persons utilizing The Yard or The Public Market.

- h. The Yard, The Public Market, and The Cube shall at all times remain the private property of the Grantor and nothing in this Agreement or the granting of this License shall be deemed to create or constitute a public forum, limited or otherwise.
- i. Grantor shall, at its own cost and expense, perform all ordinary and/or necessary maintenance and repairs on The Yard, The Public Market, and The Cube.

2. Special Events. A Special Event shall be defined as any organized activity that requires additional personnel or barriers to restrict or control access to The Yard or The Public Market. Special events may include, but are not strictly defined to: concerts, tailgating events, festivals, rides, exhibitions, theatre presentations, movies, fairs, celebrations, and sales events or similar gatherings utilizing the Property. The following terms and conditions shall apply to Special Events:

- a. Grantor and Grantee shall communicate on an annual basis to create a calendar that outlines Special Events, their date, and duration.
- b. Grantor and Grantee shall clearly identify the organizer of each Special Event (the “Event Organizer”). The Event Organizer shall cover all costs and expenses associated with each Special Event and shall indemnify and hold harmless the Grantor and Grantee from and against any liability, claims, suits, demands, judgments (including costs, expenses and attorney’s fees), resulting from actions or claims by third parties during such Special Events. The Event Organizer shall procure and maintain broad form Commercial General Liability Insurance coverage in an amount of at least \$2,000,000 per occurrence and an aggregate limit of \$3,000,000. The Grantor and Grantee shall be named as additional insureds. Notwithstanding any other provision of this Agreement, but subject to the control of Grantor, the Event Organizer shall be entitled to collect revenue from Special Events and use it at their own discretion.
- c. Grantor shall have the right to serve as the Event Organizer for up to twenty five (25) Special Events per year to be held with a private audience who may or may not be charged an admission fee which events need not be open to the general public.
- d. Grantor shall have the right to serve as the Event Organizer for up to fifty (50) Special Events per year that are open to the general public but require an admission fee to help offset certain expenses that are unique to that Special Event.
- e. Grantee shall be permitted to serve as Event Organizer for up to twenty five (25) Special Events per year to be held with a private audience or where admission is charged to help offset certain expenses that are unique to that Special Event.
- f. When selecting vendors for Special Events, Grantor and Grantee agree make all reasonable efforts to utilize tenants located in the buildings surrounding The Yard.

3. The Yard. The primary purpose of The Yard is to serve as a community gathering and entertainment space for the general public. The setup of The Yard is anticipated to change from season to season and year to year but will initially provide the following amenities: indoor restrooms, public ice rink, outdoor fire pit, outdoor seating areas, public art, stage, The Cube, and flex-space for Special Events. The following terms and conditions shall apply to The Yard:

- a. Grantor shall be responsible for the daily costs of maintaining and organizing The Yard. Grantor except for Special Events in which the City serves an Event Organizer shall be entitled to collect rent from vendors operating inside The Yard. All vendors located within The Yard must meet the same Use Restrictions outlined in Section 404 of the Redevelopment Agreement.
- b. The Yard shall serve as the primary location for Special Events.
- c. If financial assistance is received from Grantee to install an ice rink in The Yard, then Grantor shall be prohibited from charging an admission for the use of such rink on an hourly or daily basis. Grantor shall be allowed to charge for skate rentals as long as Grantor does not restrict the general public from using their own skate equipment.
- d. Surrounding The Yard will be outdoor seating for Grantor's tenants ("Tenant Outdoor Seating"), as properly defined on Exhibit A. Grantor's tenants shall have the exclusive right to use Tenant Outdoor Seating for their patrons.
- e. Both Grantor and Grantee agree to assist and cooperate with each other in creating an Entertainment District in which The Yard and possibly Canopy Street may be used as a Commons Area pursuant to the Legislature of Nebraska One Hundred Second Legislature - Second Session Legislative Bill 1130 relating to amendments to the Nebraska Liquor Control Act. Grantor shall be required to pay for the costs to implement an Entertainment District within the Yard.
- f. The rights and the license granted herein for The Yard shall be in effect from 6:00 a.m. to 12:00 midnight each day (the "The Yard Authorized Hours"). Provided, however, Grantor reserves the right to extend or decrease the Authorized Hours on certain specific days or for specific events if Grantor has a reasonable necessity or justifiable cause to do so.

4. The Public Market. The primary purpose of The Public Market is to serve as a community gathering space and a venue for the sale and consumption of local or Nebraska-based products or goods. Fast food restaurants and the sale of services shall be prohibited. The Public Market will be designed to for small tenant spaces that provide smaller businesses an opportunity to sell their products without incurring large overhead capital and rent expenses. Suggested tenant uses include, but are not limited to: consumable goods, tenants of the Farmer's Market, fresh produce, meats, cheeses, wine, deli, deserts, snacks, soups and sandwiches. The following terms and conditions shall apply to The Public Market:

- a. Consumable food products must make up for a minimum of 65% of The Public Market unless otherwise approved by the Mayor.
 - b. The rights and the license granted herein for The Public Market shall be in effect from 8:00 a.m. to 9:00 p.m. each day (the “The Public Market Authorized Hours”). Provided, however, Grantor reserves the right to extend or decrease the Authorized Hours based on the tenant’s hours of operations and for Special Events.
 - c. The Public Market use restrictions and Authorized Hours shall terminate on that date which is 15 years following the effective date of the Tax Increment Provision for the Private Improvements or the RRO Improvements if issues separately in the West Haymarket Redevelopment Agreement.
 - d. No one vendor can occupy more than twenty-five percent (25%) of the floor area of the Public Market unless otherwise approved by the Mayor.
5. The Cube. The primary purpose of The Cube is to serve as a digital canvas to display motion graphic and still picture art installations. The following terms and conditions shall apply to The Cube on a permanent and continuous basis:
- a. No vulgar or obscene language or graphics shall be displayed on The Cube at any time.
 - b. Hours of operation for The Cube may vary depending on the amount of ambient light and the technology used to illuminate The Cube.
 - c. The Cube shall not be illuminated nor sound activated between the hours of 2:00 a.m. to 9:00 a.m..
 - d. The luminosity and sound activation of The Cube shall be controlled by Grantor so that it does not negatively affect surrounding tenants.
 - e. The projection screens/faces of the Cube shall have northerly and westerly orientations in order to limit visibility to persons walking in the Haymarket Landmark District.
 - f. Notwithstanding any provision herein, The Cube shall be available for use by Grantor and Grantee for Special Events, provided the content displayed on The Cube can be reasonably modified to compliment the Special Event.
 - g. Grantor shall be prohibited from displaying any advertising on the Cube except that distinguishable trademarks, logos, insignias are allowed on The Cube identifying Special Events. No more than five (5) minutes of each hour of operational time of The Cube shall be allocated for Special Event sponsor recognition. Half of the revenue earned from Special Events sponsorship utilizing The Cube will go towards the ongoing operations, maintenance, and artist fees necessary to run The Cube. The other half of the revenue will go to the Event Organizer.

- h. Grantee agrees to assist and cooperate in creating a special sign district, if necessary, to identify the Cube as a sign and to allow The Cube to operate in its intended function. If a special sign district is not approved for the installation and use of The Cube, Grantor shall be allowed to reallocate TIF Proceeds earmarked for The Cube to other TIF eligible improvements subject to the City's approval which shall not be unreasonably withheld.
- i. If proven technology is not available to economically operate The Cube in accordance with its intended purpose, then Grantee shall be allowed to reallocate TIF Proceeds designated for The Cube to other eligible uses of TIF.

6. Canopy Street. It is anticipated that Canopy Street will be closed down to vehicular traffic on certain days to better guide pedestrian and vehicular traffic to and from the Pinnacle Bank Arena and The Yard. It is also anticipated that Grantor or Grantee may wish to close down Canopy Street to host Special Events on Canopy Street that are too large to host in The Yard. Therefore, Grantor and Grantee agree:

- a. To assist and cooperate with each other in closing down Canopy Street for large downtown events such as Pinnacle Bank Arena events.
- b. To assist and cooperate with each other in closing down Canopy Street for Special Events where additional room is needed above and beyond the space available in The Yard.

7. Mutual Cooperation. The parties agree that the successful design, development and construction of The Yard and The Public Market and related activities are dependent upon the continued cooperation and good faith of the parties. Every covenant, agreement and restriction herein stated shall be construed in recognition of its interdependence and need for continued mutual cooperation. The parties specifically agree to mutual cooperation in modifying the terms and conditions of this License to avoid unintended consequences for all parties. The parties agree to prepare and adopt a policy and procedure under this Plaza/Cube License Agreement addressing Special Event management activities such as staffing, security, cleanup, fencing/barriers and protocol to follow for street closures.

8. Binding Effect. Unless defined within, this Agreement shall be appurtenant to and run with the property. The grant of this easement shall be binding upon the heirs, executors, administrators, successors and assigns of Grantor.

[SIGNATURE PAGES TO FOLLOW]

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Robert E. Scott, Co-Manager of WRK, LLC on behalf of TDP Phase One, LLC, a Nebraska limited liability company.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Chris Beutler, Mayor of the City of Lincoln.

Notary Public

EXHIBIT A
To the Plaza/Cube Agreement

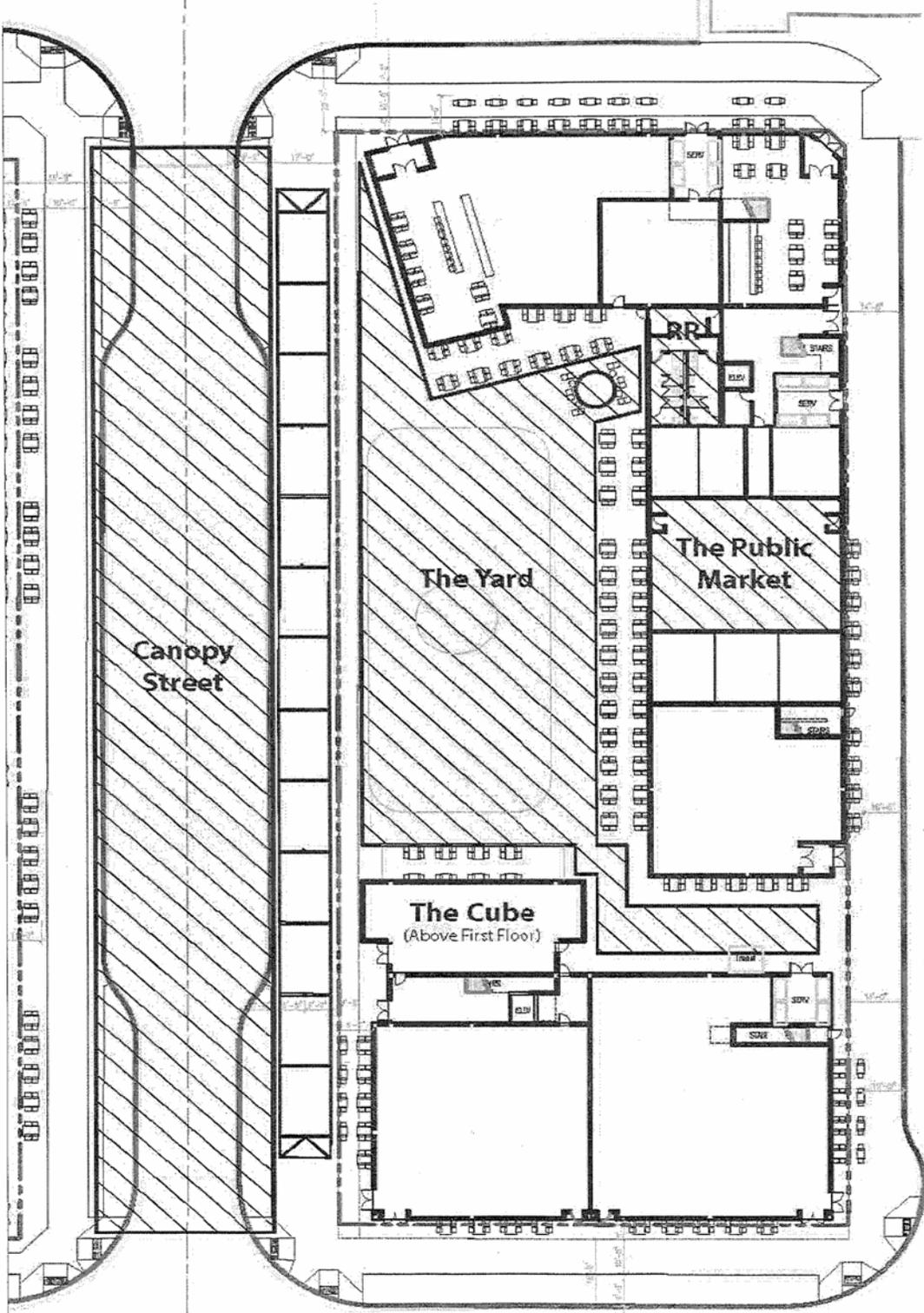


EXHIBIT H
CORPORATE GUARANTEE

This Corporate Guaranty (“Guaranty”) is jointly and severally made on this _____ day of ____, 2012, by WRK, LLC, a Nebraska limited liability company, and Chief Industries, Inc., a Delaware corporation (each a “Guarantor” or jointly and severally the “Guarantors”).

For value received and in consideration of the promises and benefits set forth in that certain Redevelopment Agreement dated as of _____, 2012 between the City of Lincoln, Nebraska, a municipal corporation ("City"), the West Haymarket Joint Public Agency, a political subdivision and corporate body politic of the State of Nebraska (“JPA”), and TDP Phase One, LLC, a Nebraska limited liability company (“Redeveloper”), as the same may be supplemented and amended from time to time (the “Redevelopment Agreement”), afforded or to be afforded to the Redeveloper by the JPA and the City, which the Guarantors acknowledge to be of substantial benefit to the Guarantors, and the detrimental reliance on this Guaranty by the City and JPA, the Guarantors hereby jointly and severally guarantee the full and prompt payment to the City when due and at all times thereafter, any deficiency in annual TIF Tax Revenues from the Ad Valorem Tax Provisions for required debt service to the JPA on the RRO TIF Note A and the Hotel TIF Note A, as described in Section 602.A. of the Redevelopment Agreement (said deficiency hereinafter referred to as the "Indebtedness"); and the Guarantors further jointly and severally agree to pay all expenses, legal and/or otherwise (including court costs and reasonable attorneys' fees), paid or incurred by the City in endeavoring to collect the Indebtedness, or any part thereof, and in protecting, defending or enforcing this Guaranty in any litigation, bankruptcy or insolvency proceedings or otherwise.

The Guarantors further jointly and severally acknowledge and agree with the City that:

1. This Guaranty is an irrevocable and unconditional guaranty of payment, and shall remain in full force and effect until the termination of the Redevelopment Agreement, and also until any and all of the Indebtedness shall be fully paid.
2. In case of dissolution, liquidation or insolvency (howsoever evidenced) of, or the institution of bankruptcy or receivership proceedings against the Redeveloper or either Guarantor, all of the Indebtedness then existing shall, at the option of the City, immediately become due and payable from the Guarantors.
3. The liability hereunder shall not be affected or impaired by any acceptance by any failure, neglect or omission on the part of the City to collect any of the Indebtedness or to realize upon or to protect any collateral or security therefor, or to exercise any lien upon or right of appropriation of any moneys, credits or property of the Redeveloper, possessed by the City, toward the liquidation of the Indebtedness, or by any application of payments or credits thereon or failure to obtain, maintain and/or enforce any other guaranty of the Indebtedness. The City shall have the right to determine how, when and what application of payments and credits, if any, shall be made on the Indebtedness, or any part thereof. In order to hold the Guarantors liable hereunder, there shall be no obligation on the part of the City, at any time, to resort for payment to the Redeveloper or to any other guaranty, or to any other persons or corporations, their

properties or estates, or resort to any collateral, security, property, liens or other rights or remedies whatsoever, and the City shall have the right to enforce this guaranty irrespective of whether or not other proceedings or steps seeking resort to or realization upon or from any of the foregoing are pending.

4. All diligence in collection or protection, and all presentment, demand, protest and/or notice, as to any and everyone, whether or not the Redeveloper or the Guarantors or others, of dishonor and of default and of non-payment and of the creation and existence of any and all of the Indebtedness, and of any security and collateral therefor, and of the acceptance of this guaranty, and of any and all extensions of credit and indulgence hereunder, are waived. No act of commission or omission of any kind, or at any time, upon the part of the City in respect to any matter whatsoever, shall in any way affect or impair this guaranty.

5. Neither Guarantor will exercise or enforce any right of exoneration, contribution, reimbursement, recourse or subrogation available to the Guarantors against any person liable for payment of the Indebtedness, or as to any security therefor, unless and until the full amount owing to the City on the Indebtedness has been paid, and the payment by the Guarantors of any amount pursuant to this guaranty shall not entitle the Guarantors to any right, title or interest (whether by way of subrogation or otherwise) in and to any of the Indebtedness or any proceeds thereof or any security therefor unless and until the full amount owing to the City on the Indebtedness has been paid and the City has no further obligation to make further advances to or on behalf of the Redeveloper.

6. The Guarantors further agree that, to the extent any waiver of its rights of subrogation and contribution as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation the Guarantors may have against the Redeveloper or against any collateral or security, and any rights of contribution the Guarantors may have against any other Guarantor, shall be junior and subordinate to the rights the City has in any such collateral or security, and to the rights the City has against such other Guarantor. If any amount shall be paid to the Guarantors on account of such subrogation or contribution rights at any time when all of the Indebtedness shall not have been paid in full, such amount shall be held by the Guarantors in trust for the City, segregated from other funds of the Guarantors, and shall, forthwith upon receipt by the Guarantors, be turned over to the City in the exact form received by the Guarantors (duly indorsed by the Guarantors to the City, if required), to be applied against the Indebtedness, whether matured or unmatured, in such order as the JPA may elect.

7. If any payment applied by the City to the Indebtedness is thereafter set aside, recovered, rescinded, or required to be returned for any reason (including, without limitation, bankruptcy, insolvency or reorganization of the Redeveloper or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such portion of the Indebtedness as fully as if such application had never been made.

8. The City is hereby irrevocably authorized at any time, after an Event of Default by Redeveloper under the Agreement and from time to time without notice to the Guarantors,

any such notice being hereby waived by the Guarantors, to set off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the City, to or for the credit or the account of the Guarantors, or any part thereof, in such amounts as the City may elect, against any of the liabilities of the Guarantors hereunder, as the City may elect, whether or not the City has made any demand for payment and although such liabilities and claims may be contingent or unmatured. The rights of the City under this paragraph are in addition to other rights and remedies (including, without limitation, other rights of setoff) which the City may have.

9. Each Guarantor represents and warrants with respect to itself, but not with respect to the other Guarantor, that:

(a) The Guarantor has full power and legal right to execute and deliver, and to perform its obligations under, this guaranty;

(b) This Guaranty constitutes a legal, valid and binding obligation of the Guarantor enforceable in accordance with its terms;

(c) The execution, delivery and performance of this Guaranty will not violate any provision or any requirement of law or contractual obligation and will not result in or require the creation or imposition of any lien on any of the properties or revenues of the Guarantor pursuant to any provision or requirement of law or contractual obligation;

(d) No consent of any other person (including, without limitation, any creditor of the Guarantor), and no consent or authorization of, filing with, or other act by or in respect of, any court, arbitrator or governmental authority is required in connection with the execution, delivery, performance, validity or enforceability of this guaranty;

(e) The Guarantor has filed or caused to be filed all tax returns required to be filed by it, and has paid all taxes due on said returns or on any assessments made against it.

The foregoing representations and warranties shall be deemed to have been made by each Guarantor with respect to itself, but not with respect to the other Guarantor, as of the date of this guaranty, and all of the representations and warranties shall survive the execution and delivery of this Guaranty.

10. The liability of each Guarantor under this Guaranty is independent of and in addition to and shall be cumulative with all other liabilities of the Guarantors to the City, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

11. Any invalidity or unenforceability of any provision or application of this Guaranty shall not affect other lawful provisions and applications hereof, and to this end the provisions of this Guaranty are declared to be severable. This Guaranty shall be construed

according to the internal law of the State of Nebraska, in which State it shall be performed by the Guarantors and may not be waived, amended, released or otherwise changed except by a writing signed by the City.

12. This Guaranty and every part thereof shall be effective upon delivery to the City, without further act, condition or acceptance by the City, shall be jointly and severally binding upon the Guarantors, and upon the legal representatives, successors and assigns of the Guarantors, and shall inure to the benefit of the City.

Dated as of the date first above written.

GUARANTORS

WRK, LLC, a Nebraska limited liability company

By: _____

Name: _____

Title: _____

Chief Industries, Inc., a Delaware corporation

By: _____

Name: _____

Title: _____

EXHIBIT J
MEMORANDUM OF REDEVELOPMENT AGREEMENT & USE RESTRICTIONS

This Memorandum of Redevelopment Agreement & Use Restrictions (“Memorandum”) is made this ___ day of _____, 2012 by and between the City of Lincoln, Nebraska, a municipal corporation (“City”), the West Haymarket Joint Public Agency, a political subdivision and corporate body politic of the State of Nebraska (“JPA”), and TDP Phase One, LLC, a Nebraska limited liability company (“Redeveloper”).

1. **Redevelopment Agreement.** The City, JPA, and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements being made by the City in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and legally described as:

_____ City of Lincoln, Lancaster
County, Nebraska (the “Project Site”).

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the City of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Project Effective Date defined in the Redevelopment Agreement. The Tax Increment so captured by the City shall be used to make the public improvements as described in the Redevelopment Agreement.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the office of the City Clerk of Lincoln, Nebraska.

4. **Use Restrictions of the Property.** Redeveloper hereby represents and agrees that neither all nor any portion of the RRO Project Parcels and Hotel Project Parcel shall be used, directly or indirectly, for the following uses:

(a) any outdoor off premises advertising specifically including billboards, signboards and related structures and appurtenances, except temporary signs advertising such lot

is for sale or lease by the owner thereof and except as may comply with the Exterior Design Criteria;

(b) any business whose predominant operation is the retail sale of alcoholic beverages for consumption on and off the premises (predominant shall mean retail gross sales of alcoholic beverages in excess of 50% of gross sales on the premises), except that up to 50% of the overall retail space contained in the RRO Improvements subject to a not to exceed maximum of 66 2/3% of such retail space abutting the outdoor public plaza (“Yard”) on the Plaza Project Parcel may be used for restaurants wherein the gross sales of alcoholic beverages exceed 50% of gross retail sales provided that such restaurants have a licensed kitchen and offers a full menu during the hours of 5:00 p.m. to 8:00 p.m. or any such business that has an unreasonable pattern of unlawful disturbances or liquor law violations (does not include micro-breweries, wine bars, pharmacies, or grocery stores);

(c) any business whose predominant operation is the retail sale of tobacco products (predominant shall mean retail gross sales of tobacco products, including mixed products, in excess of 50% of gross sales on the premises) or any such business that has an unreasonable pattern of unlawful disturbances or tobacco law violations (does not include pharmacies, cigar bars, or grocery stores);

(d) any business operated or held out to the public as a sexually oriented business including any business in sexually oriented entertainment or materials such as any: sexually oriented show, movie, picture, exhibition, performance, demonstration, film, video, book, or other depictions of a sexually explicit nature; sexually oriented live entertainment or exotic dance; sex toys or sexually oriented paraphernalia; sexually oriented telecommunication, internet or similar service; sexually oriented massage parlor; or escort service;

(e) any ground floor use by a business for which a majority of its ground floor area displays adult-oriented products;

(f) any business involving gambling or wagering even if otherwise permitted by law including keno, bingo, slot machines, video lottery machines, casino games, or off site pari mutual wagering sites, but excluding the retail sale of lottery tickets as permitted by applicable law; or

(g) at least 85% of the leasable retail square footage on any block face will have users whose minimum normal hours of operation, Monday through Saturday, are from 11:00 a.m. to 8:00 p.m.

5. Environmental Use Restrictions on the Property. Redeveloper hereby represents and agrees that the RRO Project Parcels and Hotel Project Parcel are subject to the following Environmental Use Restrictions:

(1) The RRO Project Parcels and Hotel Project Parcel shall not be used or developed in any manner that impairs, degrades or compromises the remediation performed by the JPA.

(2) Groundwater use is strictly prohibited as the entire redevelopment area is classified under Nebraska law as a RAC-III groundwater site. The only exception is for the

drilling, operation or maintenance of groundwater monitoring wells by the JPA for environmental purposes.

(3) The clean soil capping system of three (3) feet that was put into place by the JPA during site preparation must be maintained in both the short and long term. This cap serves as a protective barrier to any residual environmental contaminants that remain in the ground, and is required to meet federal, state and local floodplain regulations.

(4) As you begin vertical development of the site and prior to planned penetration of the soil capping system, any impacted soils leaving the area must be managed appropriately and in accordance with the JPA Environmental Contingency Plan. If impacted, those soils must be separately disposed at a permitted landfill.

(5) Changes in use or development to the property to any use other than industrial, commercial, office, multi-functional hotel, public park or plaza, open or green space, recreational area, or residential use with no ground floor dwelling units, will require the approval of the Nebraska Department of Environmental Quality (“NDEQ”).

It is intended that each of the restrictions set forth herein shall extend beyond the expiration of the Tax Increment Period, shall run with the land and shall bind every person having any fee or other interest in the RRO Project Parcels and Hotel Project Parcel and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

[SIGNATURE PAGES TO FOLLOW]

Executed by the City this _____ day of _____, 2012.

ATTEST:

CITY OF LINCOLN, NEBRASKA
a municipal corporation

City Clerk

Chris Beutler, Mayor

WEST HAYMARKET JOINT PUBLIC AGENCY

Chris Beutler
Chairperson of the West Haymarket Joint
Public Agency Board of Representatives

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Chris Beutler, Mayor of the City of Lincoln.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Chris Beutler, Chairperson of the Joint Public Agency Board of Representatives.

Notary Public

Executed by Redeveloper this ____ day of _____, 2012.

TDP PHASE ONE, LLC

By: From Lincoln For Lincoln I, LLC,
Manager of TDP Phase One, LLC

By: WRK Management, LLC, Manager
of From Lincoln for Lincoln I, LLC

By: WRK, LLC, Manager of WRK
Management, LLC

By: _____
William D. Scott, Co-Manager of WRK, LLC

By: _____
Robert E. Scott, Co-Manager of WRK, LLC

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by William D. Scott, Co-Manager of WRK, LLC on behalf of TDP Phase One, LLC, a Nebraska limited liability company.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Robert E. Scott, Co-Manager of WRK, LLC on behalf of TDP Phase One, LLC, a Nebraska limited liability company.

Notary Public