

**CITY OF LINCOLN
REDEVELOPMENT AGREEMENT
(Victory Park-VA Campus)**

This Redevelopment Agreement (Victory Park-VA Campus) (“**Redevelopment Agreement**”) is entered into this ___ day of _____, 2015, by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation (hereinafter referred to as “**City**”), the SENIORS FOUNDATION VA VISION, LLC, a Nebraska limited liability company (hereinafter referred to as “**Seniors Foundation**”), and VICTORY PARK, LLC, a Nebraska limited liability company (hereinafter referred to as “**Developer**”) and each of their successors, permitted sublessees and permitted assignees as described herein.

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 VA Campus Redevelopment Plan, as amended (“**Redevelopment Plan**”), pursuant to the Community Development Law of the State of Nebraska, Chapter 18, Article 21, Sections 18-2101-18-2144, as supplemented by and including Sections 18-2147 to 18-2153, Reissue Revised Statutes of Nebraska, 1943, as may be amended from time to time (“**Community Redevelopment Law**”). The Redevelopment Plan provides for the Redevelopment Project in an area generally described as Lot 66 NW in Section 27, Township 10, Range 7 East of the 6th Prime Meridian in the City of Lincoln, Lancaster County, Nebraska as well as the adjacent 70th Street right of way as legally described and visually depicted on Exhibit A (“**VA Campus**”). The VA Campus, including any abutting or contiguous public right-of-ways and easements, are herein defined as the redevelopment project area (“**Redevelopment Project Area**”). A copy of

the Redevelopment Plan, together with any and all amendments thereto, is on file in the Office of the City Clerk of the City (“**City Clerk**”).

B. The Seniors Foundation and Developer have submitted a proposal for a redevelopment project to be located in the Redevelopment Project Area designated as the “**VA Campus Redevelopment Project**” on ground owned by the United States Department of Veterans Affairs (“**VA**”).

C. Seniors Foundation has submitted a planned unit development to rezone the VA Campus from “P” Public to a B-2 PUD, O-3 PUD and R-4 PUD and the City has approved said planned unit development, including the Victory Park PUD Notes and waivers and modifications to Title 26 and Title 27 of the Lincoln Municipal Code and the City of Lincoln Design Standards, in Ordinance No. 15-104 (Change of Zone 15021) (collectively “**Approved PUD**”). Said Approved PUD, as may be amended, is herein referred to as the “**PUD**”.

D. VA will be leasing the VA Campus to Seniors Foundation pursuant to a seventy-five year term Enhanced Use Lease, as may be amended (collectively “**EUL**”) in order to carry out and implement the Site Plan as shown on Exhibit “B”, as may be amended, (collectively “**Site Plan**”) in phases and on specific lot(s) and pursuant to the terms and conditions of the EUL. The focus of the EUL and the Site Plan is to provide housing and support services for veterans of the United States armed services and their families in Lincoln and in the greater region (collectively “**Veterans**”) as well as those persons 55 years of age and older as a head of household in Lincoln and in the greater region and their families (collectively “**Seniors**”). In turn, VA will be receiving fair market value annual lease payments for the VA Campus (“**VA Lease Payments**”) pursuant to the terms and conditions of the EUL.

E. Simultaneous to the execution of the EUL, Seniors Foundation will be subleasing the VA Campus to the Developer pursuant to a (75) seventy-five year term Sublease, as may be amended

(collectively “**Sublease**”) to carry out and implement Seniors Foundation’s obligations under the EUL, including, but not limited to, constructing certain Developer Improvements (defined below) thereon. As part of the Sublease, the Developer will be liable to pay the VA Lease Payments to VA.

F. Seniors Foundation is willing to enter into the EUL and the Developer is willing to enter into the Sublease and pay to VA the VA Lease Payments upon the condition that the City agrees to assist in such leasehold and sub-leasehold acquisition by providing a grant of TIF Proceeds (defined below) to the Developer to be used to buy down the VA Lease Payments (“**Acquisition Assistance**”), which assistance is essential to the redevelopment of the blighted and substandard VA Campus by the Developer.

G. The VA Campus will be subdivided into buildable lots (individually “**Lot**” and collectively “**Lots**”) and open space outlots (individually “**Outlot**” and collectively “**Outlots**”) as generally shown on the Site Plan in Exhibit B. The Lots will be developed, constructed and implemented in phases (individually a “**Phase**” and collectively “**Phases**”) as generally shown on the Phasing Map in Exhibit C.

H. Seniors Foundation undertakings (“**Seniors Foundation Undertakings**”) for the Redevelopment Project consist of leasing the VA Campus from VA pursuant to the EUL and be liable to pay VA the VA Lease Payments;

I. The Developer undertakings (“**Developer Undertakings**”) for the Redevelopment Project consist of the following activities:

- (1) Sublease and VA Lease Payments. Sublease of the VA Campus from Seniors Foundation pursuant to the Sublease and pay VA the VA Lease Payments on behalf of the Seniors Foundation;

(2) Final Plat Lots and Outlots. Subdivide the VA Campus into Lots and Outlots. Each Lot and Outlot shall be created pursuant to the PUD as a final plat to be approved by the City.

(3) Private Improvements. Design and construction of the following private improvements on Lots in separate Phases as described in the Phasing Map in Exhibit C:

a. **“Phase A”**:

1. **“Lot 10”**: A new 70 unit multifamily housing building (**“VASH Housing”**) on Lot 10 as shown on the Site Plan for the purpose of providing housing for homeless Veterans, near homeless Veterans or Veterans in need of special services; and

2. **“Lot 1”**: A new commercial building (**“First Medical Office Building”**) containing a minimum of 35,000 square feet of office space on Lot 1 as shown on the Site Plan to be leased to medical providers who will generally provide medical services for Seniors and Veterans;

3. **“Lot 4”**: The Developer, at its election, may also rehabilitate all or a portion of the south wing of the old hospital building (**“Building 2”**) and other portions of the Former VA Hospital located on Lot 4 as shown on the Site Plan (**“Seniors Services”**) prior to VA relocating its health care clinic from the Former VA Hospital. The rehabilitated space will be for administrative office space and other commercial uses for providers of services targeted to Seniors and Veterans;

- b. **“Phase B”**: **“Lot 9”**: Approximately 100,000 square feet of new office, medical office, health, commercial, and/or residential uses on Lot 9 as shown on the Site Plan generally for Seniors and Veterans (**“Clinic/Commercial Services”**);
- c. **“Phase C”**: **“Lot 2”**: A new commercial building (**“Second Medical Office Building”**) containing a minimum of 35,000square feet of office space on Lot 2 as shown on the Site Plan to be leased to medical providers who will generally provide medical services generally for Seniors and Veterans;
- d. **“Phase D”**:
1. **“Lot 14”**: Approximately 42 new market rate apartment units in two story multi-family apartment buildings on Lot 14 as shown on the Site Plan (**“North Two-Story Apartments”**). These apartment units shall be available Seniors with preferences in accepting applications for tenants given to Veterans who meet the head of household age qualification;
 2. **“Lot 13”**: Approximately 42 new market rate apartment units in two story multi-family apartment buildings on Lot 13 as shown on the Site Plan (**“Middle Two-Story Apartments”**). These apartment units shall be available to Seniors with preferences in accepting applications for tenants given to Veterans who meet the head of household age qualification;
 3. **“Lot 12”**: Approximately 42 new market rate apartment units in two story multi-family apartment buildings on Lot 12 as shown on the Site Plan (**“South Two-Story Apartments”**). These apartment units shall be available to Seniors with preferences in accepting applications for tenants given to Veterans who meet the head of household age qualification;

e. **“Phase E”:**

1. **“Lot 11”:** Approximately 70 new market rate apartment style housing units situated in a three-story multifamily building located on Lot 11 as shown on the Site Plan (**“Three Story Apartments”**). Preferences in accepting applications for tenants will first be given to Veterans and to Seniors, but these apartment units shall open to residents of all ages;

2. **“Lots 6, 7, and 8”** Rehabilitate all or a portion of the three smaller historical former residential buildings located on Lots 6, 7, and 8 as shown on the Site Plan (**“Three Smaller Former Residential Buildings”**). It is anticipated that the three buildings will be repurposed and renovated into office space for those organizations and entities providing services focused on Veterans and Seniors, commercial space, short term family support housing, campus caretaker housing and/or housing for Veterans and Seniors;

3. **“Lot 5”** Rehabilitate all or a portion of the historical former residential building located on Lot 5 as shown on the Site Plan (**“Larger Former Residential Building”**). It is anticipated that the historical building will be repurposed and renovated into office space for those organizations and entities providing services focused on Veterans and Seniors, commercial space, short term family support housing, campus caretaker housing and/or housing for Veterans and Seniors;

f. **“Phase F”:**

1. **“Lot 3”:** Approximately 28 units of single story in one-story four-plex apartment units located on Lot 3 as shown on the Site Plan (**“One-Story Apartments”**). These units shall be available to Seniors with

preferences in accepting applications for tenants given to Veterans who meet the head of household age qualifications; and

2. “**Lot 4**”: Rehabilitate all or a portion of the remaining historical VA hospital building (“**Former VA Hospital**”) located on Lot 4 as shown on the Site Plan. It is anticipated that the first floor and lower level of the historic VA hospital building will be repurposed and renovated into office space for those organizations and entities providing services focused on Veterans and Seniors and retail space. In addition, the upper floors of the building will be renovated into approximately 115 living units to be available to Seniors with preference in accepting applications for tenants given to Veterans who meet the head of household age qualification.

The VASH Housing, Seniors Services, First Medical Office Building, Clinic/Commercial Services, Second Medical Office Building, North Two-Story Apartments, Middle Two-Story Apartments, South Two-Story Apartments Three Story Apartments, Three Smaller Former Residential Buildings, Larger Former Residential Building, One-Story Apartments, and Former VA Hospital and their related real estate improvements are hereinafter collective referred to as the “**Private Improvements**”.

(4) Public Improvements. Design, construct, finance, administer, develop, manage, and implement the following public improvements (“**Public Improvements**”) in Phases:

a. Site Preparation. Demolition and removal of certain existing structures and improvements as permitted by the EUL and hard surface areas, including, but not limited to, site grading, drainage detention, protection of existing trees (including shoring) and environmental remediation of the VA Campus as

shown on or permitted by the PUD or an approved final plat of the VA Campus (collectively “**Site Preparation**”);

b. Public Infrastructure. Design and construction of the following public infrastructure improvements (“**Public Infrastructure**”):

i. “**Wet Utilities**”: Design and construction of (i) public water mains, public sanitary sewer mains, and storm sewers as shown on or permitted by the PUD or an approved final plat of the VA Campus;

ii. “**Dry Utilities**”: Design and construction of City of Lincoln, Nebraska d/b/a Lincoln Electric System (“**LES**”), Windstream Nebraska, Inc. (“**Windstream**”), Time Warner Entertainment–Advance/Newhouse (“**Time Warner**”), and data fiber utilities and other utility and data related improvements and amenities as shown on or permitted by the PUD or an approved final plat of the VA Campus;

iii. “**Street and Parking Improvements**”: Public and private roadways, northbound-to-eastbound right turn lanes in 70th Street, curb and gutter construction, sidewalks, on-street and off-street public parking, street lighting and other related improvements as shown on or permitted by the PUD or an approved final plat of the VA Campus; and

iv. “**Streetscape**”: Streetscape improvements within the public right-of-way of the public streets, including, without limitation, landscaping, street trees, protection of existing trees,

vegetation, irrigation, benches, pedestrian lighting, signage, kiosk, public art and other streetscape amenities as shown on or permitted by the PUD or an approved final plat of the VA Campus.

- v. “**Public Amenities**”. Installation of public recreational facilities and other amenities targeted toward the creation of a Seniors village that promotes the interests of Seniors and Veterans and are available to the public pursuant to written public access easements in the Project Area.

- c. Public Enhancements. Developer is willing to construct and upgrade the following improvements to the Private Improvements in separate Phases for the greater good of the community and which are beyond the requirements of City standards, regulations, or codes (“**Public Enhancements**”):

- i. Energy, water, cooling, heating, lighting, insulation, controls, equipment, hardware and/or software improvements and systems (“**Energy Enhancements**”) pursuant to the terms and conditions of the EUL that exceed efficiency levels mandated by the International Building Code 2009 Edition, in particular Chapter 13, Energy Code; and
- ii. Restoration of the historic facades of all or some of the Three Small Former Residential Buildings, Larger Former Residential Building and/or Former VA Hospital (“**Façade Enhancements**”) pursuant to the terms and conditions of the EUL.

- d. Public Acquisition Assistance. To assist the Seniors Foundation and Developer in paying the VA Lease Payments to VA, the City agrees to provide Acquisition Assistance grants of TIF Proceeds (defined below) to the Developer to be used to buy down the VA Lease Payments.
- e. Rehabilitation of Historic Buildings. Rehabilitation of historic buildings to be used for commercial and residential purposes throughout the Project Area.

J. The Private Improvements and Public Improvements shall be referred to throughout this Agreement as “**Developer Improvements**” or the “**Redevelopment Project**”.

K. This Redevelopment Agreement implements the VA Campus Redevelopment Project and sets forth the terms and conditions for the Project.

L. Neb. Rev. Stat. §18-2107 (Reissue 2007) authorizes the City to enter into contracts with Developers 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.

M. The City is willing to support the above described redevelopment of the VA Campus in Phases, provided that the Developer is willing to (1) restrict the use of the VA Campus to certain approved uses, (2) agree to covenants and conditions regarding compulsory maintenance and upkeep of the Private Improvements to prevent a recurrence of substandard and blighted conditions, and (3) agree to covenants and conditions regarding environmental use restrictions.

N. 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 Redevelopment Project Area 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 Redevelopment Project Area

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 Redevelopment Project Area 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 principal 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 Developer’s Improvements. 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 the Redevelopment Project Area 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.**”

O. The Developer is willing to enter into this Redevelopment Agreement provided TIF Proceeds (defined below) are available to be used to pay for or reimburse the Developer for Developer Priority Expenses which are more particularly described in Section 503 below and summarized on Exhibit D, Sources and Uses of TIF. In order to pay for or reimburse Developer for Developer Priority Expenses, the City intends to issue tax increment financing indebtedness in Phases to be repaid with the tax increment revenues generated in Phases under the Ad Valorem Tax Provision.

P. The parties mutually agree that the redevelopment of the VA Campus 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.

EVIDENCE OF DEVELOPER'S ABILITY

Section 101. Evidence of Developer's Ability.

A. Evidence of Developer's Financial Ability to Construct Private Improvements. Developer shall, within ninety (90) days following the date of this Agreement, state the amount and source of debt financing which has been obtained or irrevocably committed to Developer for use in completing the Private Improvements for the VASH Housing. Developer shall state the amount and source of debt financing which has been obtained or irrevocably committed to Developer for use in completing the Private Improvements for the First Medical Office Building on or before June 15, 2016. For any and all subsequent phases Developer shall, within ninety (90) days following the last execution date of a Phase Agreement (defined below), state the amount and source of debt financing which has been obtained or irrevocably committed to Developer for use in completing the Private Improvements for the next subsequent Phase. Such information shall be provided in a form satisfactory to the Finance Director of the City. 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.

B. Timely Submittal of Evidence. Timely submittal of financial information required in subsection A above 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.

Section 102. Evidence of Developer's Ability to Timely Commence Construction of the Private Improvements. Developer shall, within one hundred and eighty (180) days following the date of this Agreement, provide satisfactory documentation to the City that Developer has entered into a construction contract and is ready, willing, and able to timely commence construction of the Private Improvements for the VASH Housing as provided in Section 303 C. below. Developer shall provide satisfactory documentation to the City that Developer has entered into a construction contract and is ready, willing, and able to timely commence construction of the Private Improvements for the First Medical Office Building as provided in Section 303 C. below on or before June 15, 2016. For any and all subsequent phases Developer shall, within one hundred and eighty (180) days following the last execution date of a Phase Agreement, provide satisfactory documentation to the City that Developer has entered into a construction contract and is ready, willing, and able to timely commence construction of the Private Improvements for the next subsequent Phase as provided in Section 303 below. 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 obligations under this Redevelopment Agreement.

ARTICLE II.

ACQUISITION ASSISTANCE

Section 201. Acquisition Assistance. On or before October 1, 2015, Seniors agrees to use its best efforts to enter into the EUL with VA and the Developer agrees to use its best efforts to enter into the Sublease with Seniors Foundation and pay to VA the VA Lease Payments. Subject to Seniors Foundation entering into the EUL and Developer entering into the Sublease and making VA Lease Payments to VA as required by the EUL, the City agrees to provide the Acquisition Assistance to enable such leasehold and subleasehold acquisition as provided below. Upon the Developer providing the City satisfactory written documentation that Developer has made the required VA Lease Payments to VA, the City shall make Acquisition Assistance grants from the TIF Proceeds to the Developer; but not to exceed the total amount allocated to Acquisition Assistance for each respective phase as shown on the Sources and Uses of TIF attached hereto as Exhibit “D” or as may be specified in subsequent Phase Agreements. Said Acquisition Assistance grants will be used to reimburse the Developer for the Lease Payments made to the VA which enables the respective Phase improvements from which the TIF Proceeds are generated and which assistance is essential to the redevelopment of the blighted and substandard VA Campus by the Developer.

ARTICLE III.

CONSTRUCTION OF DEVELOPER IMPROVEMENTS

Section 301. Phases of Private Improvements. The Developer has identified a list of Private Improvements to be made as identified in Recital I. above. Developer agrees that it shall construct all the Private Improvements identified herein on the VA Campus, or as may be amended by the City and Developer in an executed Phase Agreement, and the City has relied on this commitment by the Developer in approving this Agreement. Financial and logistical realities, however, prevent Developer from constructing all of the identified Private Improvements as part of the initial construction period for this project and those realities may

dictate changes in the precise nature of the Private Improvements constructed in the future as part of the Project. Therefore, it is the agreement of the City and Developer that the Private Improvements identified herein may be constructed in a series of Phases which are identified in Recital I above.

Section 302. Private Improvements – Project Schematic Drawings; Exterior Drawings; Approval; Changes.

A. Conceptual Plans and Drawings. Conceptual plans and drawings (“**Project Schematic Drawings**”) for each Phase of the VA Campus Redevelopment Project shall be prepared by Developer and submitted to the City for its review and approval, which shall not be unreasonably withheld or delayed. Each Phase of the Redevelopment Project shall have its own schematic drawing and each may be approved independently. The Project Schematic Drawings shall serve as the basis for development of the plans and specifications for the Private Improvements. The Project Schematic Drawings for VASH Housing to be constructed in Phase A are attached as Exhibit E, and they have been reviewed and approved by the Mayor and the City Council on behalf of the City. Developer shall submit Project Schematic Drawings for the First Medical Office Building to be constructed in Phase A for review and approval according to the terms of this Agreement prior to submitting application for a building permit for such improvements.

B. The Project Schematic Drawings shall be submitted to the Historic Preservation Commission, in accordance with the submittal requirements in Section 4.36.040 of the Lincoln Municipal Code, for its review as necessary and submittal of its recommendation to the City no later than thirty (30) days following Developer’s submittal of the Project Schematic Drawings. In the event the Historic Preservation Commission fails to submit their recommendation to the

City within forty-five (45) days after receipt of the submittal, then Developer may submit such documents directly to the City for its review and approval.

C. Exterior Drawings. Upon approval of the Project Schematic Drawings by the City, taking into account the Mayor's input, and the recommendations of the Historical Preservation Commission, Developer shall prepare or have prepared the exterior drawings, to include references to the materials to be used in construction, of the Private Improvements ("**Exterior Drawings**") for each Phase which shall be submitted to the Mayor for his review and approval, which will not be unreasonably withheld or delayed. The Exterior Drawings shall be reviewed by the Mayor and disapproved only if they are not prepared from and in substantial conformance with the approved Project Schematic Drawings, and in substantial conformity with this Redevelopment Agreement. Further the Exterior Drawings shall include a landscaping plan for each and every phase that meets the requirements of the landscape plan set forth in the PUD or reference a landscape plan that has already been approved by the City as part of the City's PUD review and approval process.

D. Approval. The City, acting through the Mayor, shall so approve or reject the Project Schematic Drawings, within twenty-one (21) days after the latter of the receipt of the Project Schematic Drawings or any report and recommendation of the Historic Preservation Commission. The City, acting through the Mayor, shall so approve or reject the Exterior Drawings within fourteen (14) days after receipt of the applicable documents. Failure of the City to reject the applicable documents within the time periods stated above shall be deemed as approval. If the City rejects the applicable plans, the City shall deliver to Developer notice thereof accompanied by an explanation of the reasons for such rejection. If rejected, Developer shall work with the architect to submit corrected Project Schematic Drawings and Exterior Drawings, as applicable, within fourteen (14) days after the date of receiving the written

rejection notice. Resubmitted Project Schematic Drawings and Exterior Drawings shall be approved or rejected as provided above for original submittals.

E. Approval Limitation. Approval of the Project improvements in the Schematic Drawings or the Exterior Drawings is not a substitute for and does not eliminate the requirement that Developer apply for and receive necessary building permits for construction of the Private Improvements.

F. Changes. If the Site Plan, Project Schematic Drawings, or Exterior Drawings are substantially and materially modified after City approval, any such modification shall be resubmitted to the City in accordance with this Section 302.

Section 303. Construction of Private Improvements.

A. Construction. Developer at its own cost and expense shall construct the Private Improvements as described in Recital I above in conformity with the approved Exterior Drawings, building permits, and this Redevelopment Agreement. Phase A shall involve estimated investment of \$19,530,601 for construction of the Phase A Improvements. The Private Improvements to be constructed in each of the subsequent Phases of the Redevelopment Project shall be more specifically described, including the estimated costs associated with construction, in a Phase Agreement in a form substantially similar to that found in Exhibit G attached hereto to be executed by the Developer and the City. Any Phase Agreement shall state the estimated private investment to be made in constructing said Phase.

1. Architecture. All Private Improvements within each Phase shall meet the requirements of the EUL and the Programmatic Agreement included with the EUL.

2. Energy Efficiency. Construction of any new buildings shall utilize energy efficient building practices to the extent permitted by the EUL and to the extent that they are reasonably available on a cost effective basis. Developer shall construct any

new building utilizing a standard equivalent to that 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. Reimbursement for the cost of Energy Enhancements as identified in Recital I. shall occur only after the Developer provides a timely certification from the project’s architect or engineer to the City that the Energy Enhancements that have been included in the design, construction, and operation of the project exceed the efficiency levels adopted in the International Building Code 2009 Edition, in particular Chapter 13, Energy Code (hereinafter “**IBC 2009**”). Such certification shall include, at a minimum, a description of the Energy Enhancements included and the amount or percentage of estimated energy savings to be realized from the energy enhancements compared to a similar building constructed according to minimum standards found in the IBC 2009.

3. Landscaping. All mechanical 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 screen wall in harmony with the adjacent building(s). The Developer will submit an overall landscape plan for the VA Campus to the City as required by the PUD. Furthermore, the Developer shall demonstrate to the City prior to execution of a Phase Agreement as described in Section 310 that the landscaping to be incorporated as part of the Phase under consideration will meet the landscape requirements of the PUD.

B. Permits and Approvals. Developer agrees to secure all permits and licenses necessary for construction of the Private Improvements and its intended use of the VA Campus including, but not limited to, necessary building permits and inspections.

C. Commencement and Completion Deadline for Private Improvements. The Developer and City agree that the commencement of the VASH Housing Improvements shall occur on or before April 15, 2016. Unless extended by mutual agreement of the parties, the commencement of the First Medical Office Building shall occur on or before July 15, 2016. Unless extended by mutual agreement of the parties, the VASH Housing shall be completed on or before June 15, 2017. Unless extended by mutual agreement of the parties, the First Medical Office Building shall be completed on or before September 15, 2017. Unless extended by mutual agreement of the parties, the Developers agree to meet the construction commencement and construction completion schedule as required by the EUL. Unless otherwise specified in a Phase Agreement executed by the parties, all subsequent phases shall be completed within fifteen (15) months of their commencement.

Section 304. Payment of Costs for Private Improvements. Developer agrees to use commercially reasonable efforts to complete construction of the Private Improvements as provided in this Redevelopment Agreement for its respective Phase of the Redevelopment Project, and to pay, or cause to be paid, in a timely manner all persons, firms, or organizations that performed labor or furnished materials, equipment or supplies used in the prosecution of the Private Improvements. Such payment shall be made promptly after completion of the Private Improvements in accordance with all the provisions of this Redevelopment Agreement relating to the obligations of Developer to construct said improvements. If requested by City, the Developer shall, in addition to this promise to pay, obtain and supply the City with lien waivers in favor of the Developer from all persons, firms, or organizations performing any work on the Private Improvements or furnishing any materials, equipment, or supplies for construction of the said improvements. In addition, the City shall be entitled to inspect at reasonable times all records of the Developer or its agents regarding such lien waiver procedures.

Section 305. Developer's Certificate of Completion of Improvements.

A. Promptly upon substantial completion by Developer of each Phase of the Private Improvements in accordance with all provisions of this Redevelopment Agreement, and promptly after the Developer provides the City with the proper documentation that Developer'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 Developer, cause a final inspection to be made of the Private Improvements for each Phase. If the work has been completed in conformance with this Redevelopment Agreement, the City shall execute and deliver to Developer the City's acceptance to the Developer's Certificate of Completion of Improvements, the form of which is attached hereto as Exhibit F, on each Phase or phase thereof as such completion occurs. The acceptance of the Developer'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 Developer and its successors, permitted sublessees and permitted assigns to construct the Private Improvements for said Phase. 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 Exterior Drawings and when the Developer has secured a temporary or permanent certificate of occupancy so that the Developer can occupy or utilize the Private Improvements for their intended use. With respect to the residential component of the Private Improvements for any Phase of this Redevelopment Project, substantial completion includes a broom clean condition. With respect to the commercial component of the Private Improvements, substantial completion need not include the tenant finish improvements required for occupancy by such tenants.

B. The Developer's Certificate of Completion of Improvements for each Phase shall be recorded by Developer in the Office of the Register of Deeds for Lancaster County, Nebraska against the respective VA Campus including any and all individual Lots contained therein. If the City shall refuse or fail to execute the acceptance to a Developer's Certificate of Completion of Improvements after a final inspection has been requested and performed, the City shall within fourteen (14) days provide Developer with a written statement indicating in what particulars Developer 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 Developer to take or perform in order to obtain such acceptance.

Section 306. Duty to Maintain. Developer, and its successors, permitted lessees and permitted assigns, at its own cost and expense shall, following completion of the Private Improvements for each Phase, 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 307. Construction Administration. Developer shall be responsible for all components of the Private Improvements for each Phase constructed by Developer including construction management, coordination of contractors and regulatory permitting and other requirements. The Developer will be solely responsible for payment of all construction costs for the Private Improvements.

Section 308. Construction of Public Improvements. Developer at its own cost and expense, except as otherwise provided in this Agreement, shall construct/install or cause to be designed, constructed, and installed the Public Improvements identified above in Recital I. necessary for any and all Phases identified under this Agreement.

A. Phase A Public Improvements. Unless the parties agree otherwise, to Phase A, Developer shall specifically design, construct, and install public utilities, public water and sewer mains, public sidewalks, a northbound to eastbound right turn lane in 70th Street, and public amenities as described above and on Exhibit “D”. The public sidewalks shall include landscaping, pedestrian lighting, and other streetscape features and amenities as are consistent with the historic nature of the Project Area. Specifically, the Developer shall invest a minimum of \$120,000.00 in Public Amenities as described above in Recital I subject to approval by the City. Overall conceptual plans and drawings for the Public Amenities shall be prepared by the Redeveloper and submitted to the Mayor for review. Upon receipt of the conceptual drawings for the Public Amenities, the Mayor shall approve or reject said drawings within fourteen (14) days. The Phase A Public Improvements shall be competitively bid through the City’s Purchasing Division or by the Redeveloper pursuant to the Redeveloper Bidding Procedures attached hereto as Exhibit K.

B. Subsequent Phase Public Improvements. Unless the parties agree otherwise, the Developer shall design, construct, and install or cause to be designed, constructed, and/or installed the necessary public utilities, public water and sewer mains, public sidewalks, and other public improvements identified above in Recital I and required by the PUD in a timely manner to serve the Private Improvements

that will be constructed in subsequent Phases. The subsequent Phase Public Improvements shall be competitively bid through the City's Purchasing Division or by the Redeveloper pursuant to the Redeveloper Bidding Procedures attached hereto as Exhibit K.

Section 309. Cost Certification. Developer shall submit authentic documentation to the City on approved forms or format for payment of any expenses related to construction of the eligible Redevelopment Project Improvement Costs. Developer shall timely submit receipts, invoices, or proof of payment concurrently with the request for reimbursement of eligible Redevelopment Project Improvement Costs. 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, conditioned upon the fact that no reimbursement shall occur prior to the issuance of the TIF Indebtedness and funding of the Project Account with the proceeds thereof for each Phase.

Section 310. Grant of Easements, Licenses, and Consents.

A. Construction Easements. Subject to the VA rights under the EUL, the Developer will grant or convey to the City without additional consideration any necessary permanent and/or temporary construction easements on, over, or across the VA Campus as constructed by the City.

Section 311. Phase Agreement. The final square footage, size and configuration of the Private Improvements and final dimensions of the Lots for the respective Phases or subphases will be determined by the Developer subject to City approval. All lots shall comply with the terms and conditions of the PUD. The Private Improvements to be constructed in future Phases or subphases shall be reviewed as set forth in Section 302 and constructed only after a Victory Park Phase Agreement ("**Phase Agreement**") for the Phase or subphases in question has been executed by the Developer and the City. All Phase Agreements shall be in a form substantially similar to the Victory Park Phase Agreement form shown in Exhibit G. Phases as shown on the Phasing Map in Exhibit C may be implemented in a different order or subphases than stated

above. The Mayor is authorized to execute said Phase Agreement and amendments thereto on behalf of the City, including, but not limited to, the authority to amend or modify the Developer Improvements, Phases, subphases, TIF Tax Revenues, TIF Indebtedness, TIF Proceeds, Grant of Funds and Sources and Uses of TIF for said Phases.

ARTICLE IV.

SECURITY AND RESTRICTIONS

Section 401. Penal Bond.

A. Pursuant to Neb. Rev. Stat. §18-2151, Developer shall furnish or cause to be furnished to the City, prior to commencement of construction of the Private Improvements for each Phase, a penal bond in the lesser of (i) an amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) or (ii) the construction contract amount for said Phase. The penal bond will be with a corporate surety authorized to do business in the State of Nebraska. The form of the Penal Bond is attached hereto as Exhibit I. The Developer may provide alternate security with respect to each Phase of the Project, independent of the other Phases. Such penal bond for each Phase shall stay in place until the City executes the Certificate of Completion of Improvement for each Phase of the Private Improvements and shall be conditioned upon Developer or Developer's contractor at all times making payment of all amounts lawfully due to all persons supplying or furnishing Developer, Developer's contractor, or his or her subcontractors with labor or materials performed or used in the prosecution of the Private Improvements. Proof of such penal bond shall be supplied to the City prior to construction of the Private Improvements for each Phase.

B. The City shall accept, in lieu of the requirements in Section 401A above, a payment bond supplied by Developer's general contractor meeting the requirements of Neb. Rev.

Stat. §52-141 (Reissue 2010) and a lien waiver from the general contractor. The penal amount of the bond shall be the lesser of (i) Two Million Five Hundred Thousand Dollars (\$2,500,000) or (ii) the construction contract amount for said Phase. As required by Neb. Rev. Stat. § 52-141, recorded notice of the bond must be filed of record against the Project Site. If this alternative is used, proof of said payment and recording shall be provided to the City prior to the start of construction of the Private Improvements. The lien waiver shall be provided upon completion of the Private Improvements.

Section 402. Indemnification. Developer agrees to indemnify and hold the City harmless to the extent of any payments in connection with carrying out construction of the Developer Improvements the City may be required to make for failure of Developer or Developer's contractor to make payments of all amounts lawfully due to all persons supplying or furnishing Developer's contractor or his or her subcontractors with labor or materials performed or used in construction of Developer Improvements that are implemented by the Developer or a Developer's contractor and not by the City or a City's contractor.

Section 403. Use Restrictions. Developer hereby represents and agrees that none of the Redevelopment Project Area 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 or any signage relating to the VA Campus center identification signs, building signs and directional signs that is in conformity with the PUD and all applicable City codes;

B. the retail sale of alcoholic beverages for consumption off the premises but excluding micro-brewing establishments, pharmacies, grocery stores that sell alcoholic

beverages for consumption off the premises and restaurants and wine bars allowing the removal of an unsealed bottle of wine pursuant to Neb. Rev. Stat. §53-123.04, as amended;

C. any business whose predominant operation is the retail sale of alcoholic beverages for consumption on or off the premises (predominant shall mean retail gross sales of alcoholic beverages in excess of 50% of gross sales on the premises) 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);

D. 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);

E. any business operated or held out to the public as a sexually oriented business including live entertainment establishments as defined in Section 27.03.545 of the Lincoln Municipal Code and any other business engaged 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;

F. any ground floor use by a business for which a majority of its ground floor area displays adult-oriented products;

G. 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;

H. any business or organization whose predominant operation is providing pediatric medical care and/or childhood development services; early childhood care facilities; before/after school programs; private elementary or secondary schools; academies for dance, music gymnastics, martial arts, and other similar activities on the premises (predominant shall mean gross sales/services in excess of thirty (30) % of gross sales/services on the premises);

I. no freestanding cell towers, excluding cell antennas on top of the Former VA Hospital.

Section 404. Article IV – Run with the Land. It is intended by the parties that each of the restrictions set forth in Section 403 shall extend beyond the expiration of the Tax Increment Period, shall run with the Seniors Foundation and Developer’s leasehold interest, shall terminate on the expiration of the EUL, and shall bind every person having any leasehold interest in the VA Campus, and shall inure to the benefit of the parties hereto and their successors, permitted sublessees and permitted assigns. The use restrictions set forth in this Section shall be included in the Memorandum of Redevelopment Agreement and Use Restrictions attached hereto as Exhibit J.

ARTICLE V.

TAX AGREEMENT

Section 501. Valuation of VA Campus. The “**Sources and Uses of TIF**” scheduled in Exhibit D estimates Seven Million One Hundred Thirty-Three Thousand Five Hundred Fifty-One and No/100 Dollars (\$7,133,551) of TIF Proceeds over the course of all the Phases. The City intends to use the Tax Increment Provision to generate revenue during the Tax Increment Period based upon the incremental increase in assessed valuation assigned to the property in the

Project Area resulting from the improvements made thereto in each Phase (“**TIF Tax Revenues**”). The Tax Increment Revenues when collected during the Tax Increment Period shall be used to pay debt service of the TIF Indebtedness to be incurred as provided below and to fund Developer Priority Expenses (define below). Unless the parties agree otherwise, the maximum eligible TIF Tax Revenues for Phase A will not exceed One Million Three Hundred Seventy-Eight Thousand Six Hundred Sixty-Six and No/100 Dollars (\$1,378,666.00). Each of the subsequent Phases of the Redevelopment Project shall execute a Phasing Agreement and state the estimated indebtedness to be repaid with TIF Tax Revenues generated by the improvements included in said Phase. The TIF Tax Revenues are to be derived from the increased valuation for each Phase, determined in the manner provided for in Article 8, Section 12 of the Constitution of the State of Nebraska and the Community Development Law which will be attributable to the construction of the Private Improvements and redevelopment contemplated for each Phase 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 VA Campus as provided in this Redevelopment Agreement.

Developer further agrees not to contest any taxable valuation assessed for each Phase of the VA Campus commencing the first tax year following the completion of the Private Improvements for each Phase and continuing until the completion of the Tax Increment Period for each Phase or so long as any portion of the TIF Indebtedness remains outstanding and unpaid for each Phase, whichever period of time is shorter, based on the following schedules of values. The not to contest valuation for the Phase A Improvements shall be \$7,470,000. Each of the subsequent Phases of the Redevelopment Project shall execute a Phasing Agreement and state the not to contest valuation for the improvements to be constructed as part of said Phase.

Section 502. Issuance of TIF Indebtedness. Not earlier than thirty (30) days following the latter of the date of the approval and execution of this Redevelopment Agreement or the date the issuance of the TIF Indebtedness (defined below) has been authorized, which date is after the remonstrative period in Neb. Rev. Stat. § 18-2142.01 or as soon thereafter as is practicable, the City shall, subject to Section 503, B. of this Agreement, issue TIF Indebtedness as follows:

The allowable total dollar amount of the TIF Indebtedness and for the Phase Developer Priority Expenses (define below) is the lesser of the total costs of TIF eligible improvements to be made as part of the Phase or the maximum indebtedness that can be repaid based on the estimated amount of the Tax Increment Revenues to be generated by the Private Improvements during the Tax Increment Period for said Phase. The TIF Indebtedness may be issued as tax exempt indebtedness and/or taxable indebtedness to the extent permitted by law. The TIF Tax Revenues generated by the Private Improvements in each Phase when collected shall be used to pay debt service of the TIF Indebtedness associated and for the Developer Priority Expenses (define below) with said Phase. Unless the parties agree otherwise, the maximum eligible TIF Indebtedness for the Phase A shall not exceed \$1,378,666.00. Each of the subsequent Phases of the Redevelopment Project shall execute a Phasing Agreement that shall state the estimated TIF Indebtedness to be issued for said Phase. The Developer or Developer's Lender shall have the option to buy the TIF Indebtedness and be the TIF Indebtedness Purchaser.

Section 503. Use of TIF Proceeds.

A. Developer Priority. TIF Proceeds from the issuance of TIF Indebtedness for each Phase shall be expended in the following priority, unless otherwise specified in this Agreement or any subsequent Phase Agreement, in accordance with those cost estimates listed on Exhibit D. Only those costs incurred for Phase A Improvements commenced after the execution of this Redevelopment Agreement by all parties hereto shall be eligible for payment. Only those costs

incurred on improvements included in a subsequent Phase commenced after the execution of the respective Phase Agreement by all parties hereto, and those other necessary parties as determined at the time of approval of the Phase Agreement shall be eligible for payment for said Phase. The priority of expenditures (“**Developer Priority Expenses**”) of the TIF Proceeds for each Phase shall include:

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

SECOND PRIORITY: Public Infrastructure

THIRD PRIORITY: Public Acquisition Assistance

FOURTH PRIORITY: Historic Façade Enhancements and Rehabilitation of Historic Buildings

FIFTH PRIORITY: Energy Enhancements

The costs for the Uses listed in Exhibit D for each Phase are estimates and reimbursements will be based upon the actual design, inspections, project administration, construction, financing and implementation costs.

B. 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, TIF Bond, TIF Tax Revenues, Project Account, and Grant of Funds for the eligible TIF Cost of the Developer Undertakings for each Phase; provided that, the semi-annual TIF Tax Revenues shall first be applied toward payment of the annual debt service of the TIF Indebtedness for each Phase. All actions taken by the City Finance Director authorized by this subsection shall be subject to review and approval by the Mayor.

Section 504. 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 for each Phase, pay the TIF Bond Purchaser the principal of and/or interest on the TIF Bond with interest as provided in the TIF Bond Ordinance(s) with interest at a rate not to exceed eight percent (8%) per annum. Any unpaid debt service on the TIF Indebtedness (including interest) is not payable from any other source whatsoever and shall not constitute a general obligation or debt of the City.

A. Developer Purchased TIF Bond; Deferral/Forgiveness of Tax Increment Deficiency. If the Developers purchase the TIF Bond for a Phase, any shortfall in the TIF Tax Revenues for said Phase from the Tax Increment Provision for any reason whatsoever, specifically including a decline in taxable valuation of the VA Campus which impedes the City's ability to pay debt service on the TIF Bond, shall be borne entirely by the Developer without recourse of any kind against the City. Specifically, in the event of and to the extent of any deficiency in TIF Tax Revenues for a Phase from the Ad Valorem Tax Provision for required debt service on the TIF Bond, the Developer agrees to defer payment of the same for each year that there exists a deficiency in such TIF Tax Revenues for said Phase during the Tax Increment Period. If Developer is required to defer any such payments, the City shall reimburse Developer for all sums deferred if and when TIF Tax Revenues for said Phase does become available from the Ad Valorem Tax Provision to meet current debt service for said Phase. In the event the TIF Bond is not retired in full at the end of the Tax Increment Period, then any remaining TIF Indebtedness on such Bond for a Phase shall be forgiven.

B. Lender Purchased TIF Bond; Developer Payment of Tax Increment Deficiency. If Developers' Lender purchases the TIF Bond, the Developers shall be liable to cover any shortfall in the TIF Tax Revenues for said Phase from the Tax Increment Provision for any

reason whatsoever, specifically including a decline in taxable valuation of the Phase and Private Improvements located thereon. Specifically, in the event of and to the extent of any deficiency in annual TIF Tax Revenues of a Phase from the Ad Valorem Tax Provision for required debt service on the TIF Indebtedness, Developer agrees to pay the City the amount of said deficiency within thirty (30) days following receipt of a written request for such payment from the City. If Developer is required to pay any such deficiency, the City shall reimburse Developer for all sums paid by Developer for such purposes to the extent TIF Tax Revenues for said Phase do become available during the Tax Increment Period (defined below) from the Ad Valorem Provision to meet current debt service and reimburse Developer for such deficiency payments. In the event that any deficiency payments made by Developer as required by this subsection or any interest that has accrued thereon have not been repaid at the end of the Tax Increment Period for said Phase, then Developer agrees that the City shall not be liable for payment of said amounts and that said amounts shall be forgiven.

C. Adjustments for any Payments of Tax Increment Deficiency. If Developer makes one or more payments to cover a deficiency in the required debt service payments on the TIF Bond for a Phase as provided in paragraph A and paragraph B of Section 504, the City shall maintain a record of the aggregate amount of said payments (“**Developer’s Aggregate Deficiency Payments**”). If the TIF Tax Revenues for a Phase 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 Developer and deducted from the Developer’s Aggregate Deficiency Payments until Developer’s Aggregate Deficiency Payments have been fully reimbursed.

Section 505. Grant of Funds.

A. In order to support redevelopment of this Redevelopment Project and as an inducement for Developer to construct the Private Improvements, the City agrees to the extent allowed by law and then only to the extent TIF Revenues are lawfully available for each Phase (“**TIF Proceeds**”) to pay on behalf of or make a grant of funds (“**Grant Funds**”) to the Developer to fund eligible Developer Priority Expenses set forth in Section 503. In order to receive payment or reimbursement from Grant Funds, the Developer shall submit authentic and satisfactory documentation to the City to verify the Private Improvements have been substantially completed or made for said Phase and that the expenditures were made for eligible Developer 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 Developer Priority Expenses.

B. Reimbursement of Grants. Subject to Article VIII (Remedies) below, Developer agrees to repay the City for the aid to construction and any grant or grants of funds to Developer for a Phase as provided for in Section 503. (Use of TIF Proceeds) and Section 505 (Grant of Funds) above in the event Developer is in default and fails to substantially complete the Private Improvements for a Phase as provided in Section 303 C. (Commencement and Completion Deadline for Private Improvements) above and, upon such repayment of the of the grant funds for said Phase, this Redevelopment Agreement shall be null and void with regard to said Phase. Subject to Article VIII (Remedies) below, in the event Developer fails to maintain the Private Improvements for a Phase as provided in Section 306 (Duty to Maintain) above, then said Developer shall reimburse the City 1/15 of the grant funds granted Developer for said Phase as provided for in Section 505 (Grant of Funds) above, for each year a Developer fails to maintain the Private Improvements in said Phase.

Section 506. Condemnation. In the event that during the Tax Increment Period all or a substantial portion of the Phase and its 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 507. Restriction on Transfer. Developer, and its successors, permitted sublessees and permitted assigns, will not, for a period of fifteen (15) years after the City's issuance to the Developer of the Developer's Certificate of Completion of the Private Improvements for a Phase, or so long as the TIF Indebtedness remains outstanding for a Phase, whichever period of time is shorter (the "**Tax Increment Period**"), convey or lease the Phase to any entity which would result in the underlying real estate or lease interest being exempt from ad valorem taxes levied by the State of Nebraska or any of its subdivisions or subsidiaries, unless such entity agrees in writing either (i) to pay to the City semi-annual payments in lieu of ad valorem taxes equal to the amount of the loss TIF Tax Revenues to allow the City to pay the TIF Indebtedness or (ii) to make payment in lieu of such taxes in an amount sufficient to prepay and/or fully retire the TIF Indebtedness. In the event any such entity fails to make either payment described in this Subsection, such failure shall be treated the same as a deficiency in Tax Revenue as described in Sections 504 A. and B., and the Developer shall be responsible for curing such deficiency in the same manner described in said sections.

Section 508. Agreement to Pay Taxes. For each Phase, the Developer agrees to pay all real property taxes lawfully levied upon the VA Campus (excluding the land) 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 Developer for each Phase shall cease upon expiration of the Tax Increment Period for that Phase, but the City in no way waives the statutory obligation of Developer to continue to pay real estate taxes. Nothing herein shall be deemed an agreement by Developer to waive its right to protest or contest the valuation of a Phase for tax purposes except as provided in Section 501.

Section 509. Damage or Destruction of Developer's Property.

A. During a Phase's Tax Increment Period, Developer agrees to keep the Phase 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 land, footings and foundations) of the Phase but allowing for reasonable compliance with standard coinsurance clauses and standard deductibles. Any insurance carried or required to be carried by Developer pursuant to this Section 509 may, at Developer'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 Developer or its corporate affiliates, or any combination thereof. In the event of any insured damage or destruction within a Phase, Developer agrees to use reasonable efforts to restore the Private Improvements for said Phase to their prior condition within eighteen (18) months from the date of the damage or destruction, and shall diligently pursue the same to completion.

B. During the Phase's Tax Increment Period, Developer shall maintain or require other owner or tenant in possession to maintain property insurance on an extended coverage all-risk basis in an amount not less than the replacement value, allowing for reasonable coinsurance clauses and deductibles and also subject to Developer or other owner or tenant's obligation to

restore the Developer's Improvements to its prior condition within eighteen (18) months from the date of the damage or destruction diligently pursuing same to completion.

Section 510. Termination of Provisions. The provisions of this Article V shall terminate for a Phase upon the end of each Phase's Tax Increment Period.

ARTICLE VI.

MORTGAGE FINANCING; RIGHTS OF MORTGAGEES

Section 601. Limitation Upon Encumbrance of Property. Prior to issuance of the Developer's Certificate of Completion of Improvements by the City for the Private Improvements for each Phase, neither Developer nor any successors in interest to Developer shall engage in any financing or any other transaction creating any mortgage or any other monetary encumbrance or monetary lien upon the applicable Phase 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 Phase and Private Improvements, except for the purposes of obtaining funds only to the extent necessary to construct and develop the Developer Improvements, and to finance, operate, maintain, repair, replace and insure said Developer Improvements for said Phase. 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.

Prior to issuance of the Developer's Certificate of Completion of Improvements by the City for the Private Improvements for each Phase, Developer 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 Phase and Developer Improvements, and shall promptly notify the City of any encumbrance or lien that has been created on or

attached to the applicable Phase and Developer Improvements whether by voluntary act of Developer or otherwise.

Notwithstanding the above, if any involuntary encumbrance or lien is made on or attached to a Phase and Developer Improvements and which is contested by Developer, then Developer 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 602. Mortgage Holder Obligations. Each mortgage holder who obtains title to improvements on the VA Campus 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 Developer 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 VA Campus 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 603. Copy of Notice of Default to Mortgage Holder. Whenever the City shall deliver any notice or demand to Developer with respect to any breach or default by Developer 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 604. 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 603, such breach or default remains uncured, each such holder shall (and every mortgage instrument made prior to issuance by the City of the Developer's Certificate of Completion) for a Phase 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 603, and to add the cost thereof to the mortgage debt and the lien of its mortgage for said Phase. 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 for said Phase.

Section 605. Mortgage Rights Applicable to Other Forms of Encumbrance. The rights and obligations of this Redevelopment Agreement relating to mortgages of a Phase prior to issuance of the Developer's Certificate of Completion of Improvements for the Private Improvements of said Phase thereon shall apply to any other type of encumbrance on said Phase, 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 606. Termination of Provisions. The provisions of this Article VI shall terminate for a Phase upon issuance by the City to the Developer of the Developer's Certificate of Completion of Improvements for all the Private Improvements.

ARTICLE VII.

REPRESENTATIONS

Section 701. Development of Project. Developer represents and agrees that its undertakings, pursuant to this Redevelopment Agreement, have been, are, and will be, for the purpose of redevelopment of the VA Campus in Phases and not for speculation in land holding.

Section 702. Restrictions on Assignments of Rights or Obligations. Developer represents and agrees that prior to issuance of the Developer's Certificate of Completion of Improvements by the City for a Phase, there shall be no sale or transfer of Developer or assignment of its rights or obligations under this Redevelopment Agreement for said Phase to any party without the prior written approval of the City, 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 Developer;

B. Any proposed transferee, by instrument satisfactory to the City and in form recordable in the Office of the Register of Deeds of Lancaster County, shall, for itself and its successors and assigns, and for the benefit of the City, have expressly assumed all of the obligations of Developer under this Redevelopment Agreement and agreed to be subject to all of the conditions and restrictions to which Developer is subject. No transfer of, or change with respect to ownership in Developer's interest in the VA Campus 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 Redevelopment Agreement with respect to the VA Campus

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 Developer in writing; and

D. Developer 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 Redevelopment Agreement; 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 Developer of any of its obligations with respect to the construction of the Private Improvements.

Nothing herein contained shall prohibit the Developer 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 Developer's Certificate of Completion. The restrictions set forth in this Section 702 shall automatically terminate and no longer be binding on the Developer for a Phase upon the issuance of the Developer's Certificate of Completion of Improvements by the City for said Phase.

Section 703. Change in Scope, Termination of Project. City and Developer agree that any material change in the scope of this Redevelopment Project including termination of the entire Project for any reason, except as specifically set forth herein, shall require mutual written agreement considering the established Sources and Uses of TIF for the Project and, if applicable, the costs incurred by the respective parties to date. Notwithstanding the foregoing, in the event that Developer is unable through no fault of Developer to obtain the necessary governmental approvals and permits from the City to construct VASH Housing as reflected on the Project

Schematic Drawings, Developer may terminate this Redevelopment Agreement by delivering written notice to the City.

ARTICLE VIII.

REMEDIES

Section 801. In General. Except as otherwise provided in this Redevelopment Agreement, in the event of any default in or breach of this Redevelopment Agreement for a Phase, or any terms or conditions touching or concerning a Phase by the City, Developer, 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 for said Phase, 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 thirty (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 for said Phase. 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 for said Phase 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 Developer shall be deemed to be a curing by Developer. A default or breach touching or concerning a Phase, shall not be default or breach of any other Phase(s), unless such of Phase(s) is also in default or breach.

Section 802. 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 803. Delay in Performance For Causes Beyond Control of Party (“Force Majeure”). For the purpose of any provisions of this Redevelopment Agreement, the City and Developer or their successors, permitted sublessees or permitted 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 Developer, 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 804. 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 touching or concerning a Phase shall be effective only if such waiver is in writing and only to the extent as so specified in writing.

ARTICLE IX.

LOT DEVELOPER

Section 901. Subject to Section 702, the Developer shall have the right to sublease any Lot to an affiliate or third party as a sublessee (“**Lot Developer**”) and assign Developer’s respective rights and delegate some or all of its respective duties hereunder to such Lot Developer that is creditworthy, qualified and capable of performing the duties delegated to it. The Developer and the Lot Developer shall submit to the City the name of Lot Developer as a proposed transferee, the other information required by Section 702 and a Lot Developer Assignment Agreement in a form substantially similar to the Lot Developer Assignment Agreement form shown in Exhibit H for the City’s review and approval.

ARTICLE X

MISCELLANEOUS

Section 1001. Conflicts of Interest; City Representatives Not Individually Liable. No official or employee of the City shall be personally liable to Developer, any successors in interest or transferees of Developer, 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 Developer, its successors or transferees, or on any obligations under the terms of this Redevelopment Agreement.

Section 1002. Persons Authorized to Issue Approvals. For purposes of this Redevelopment Agreement and the approvals and disapprovals required hereunder, Developer 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. Until City receives further written notice from Seniors Foundation, City shall be entitled to rely on the written approval of the Executive Director or President as constituting the approval or disapproval of

Developer. Until City receives further written notice from Developer, City shall be entitled to rely on the written approval of George B. Achola as constituting the approval or disapproval of Developer. Until City receives further written notice from Seniors Foundation, City shall be entitled to rely on the written approval of Tammy Ward as constituting the approval or disapproval of Developer.

Section 1003. Equal Employment Opportunity. Developer, for itself and its successors and transferees, agrees that during the construction and operation of the Private Improvements provided for in this Redevelopment Agreement, Developer will not discriminate against any employee or applicant for employment for the Developer because of race, religion, sex, color, national origin, ancestry, disability, marital status, or receipt of public assistance. Developer 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 1004. 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 as follows:

If to the City: Mayor
555 South 10th Street
Lincoln, Nebraska 68508

With a copy to: City Attorney
555 South 10th Street
Lincoln, Nebraska 68508

If to Developer: Victory Park, LLC
Attn: George Achola
1004 Farnam Street
Omaha, Nebraska 68102

If to Seniors Foundation: Seniors Foundation VA Vision, LLC
Attn: Tammy Ward
600 S. 70th Street, Building #7
Lincoln, Nebraska 68510

With a copy to: Seacrest & Kalkowski, PC, LLO
Attn: Kent Seacrest
1111 Lincoln Mall, Suite 350
Lincoln, NE 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 1005. 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 1006. Access to VA Campus. Developer shall permit the representatives of the City to enter the VA Campus 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 Developer such entry upon the public rights of way and public easements 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 Developer's Certificate of Completion for said applicable Phase. Notwithstanding the above, Developer 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 1007. Termination of Provisions; Provisions Run With the Land. This Redevelopment Agreement shall run with the tenancy and sub-tenancy of the VA Campus 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 Developer's Certificate of Completion of Improvements for the Private Improvements for said applicable Phase. VA as the owner of the VA Campus shall not have any responsibilities or liabilities under this Redevelopment Agreement.

Section 1008. Federal Immigration Verification System Requirements. In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, the Developer 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 Developer 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 Developer shall require any contractor constructing the Private Improvements on behalf of Developer to comply with the provisions of this section.

Section 1009. 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 1010. Mutual Cooperation. The parties agree to mutually cooperate in designing and constructing the various improvements each is to design and construct in the Redevelopment Project Area so as to coordinate all timing to the extent reasonable, and further to facilitate opening of each Phase at the earliest possible time.

Section 1011. 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 Developer 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 Developer and should not be construed as income to the Developer 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 1012. 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 Developer when constructing the Private Improvements and Public Enhancements, including but not limited to design fees, construction costs, project fees, financing costs, and leasehold costs.

Section 1013. Audit. Developer 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 Developer with regard to the collection, disbursement, and/or funding of any of the uses set forth in Section 503 B. and shall make available to Developer and/or any auditor working on behalf of Developer 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 503 B.

Section 1014. Effective Date of Ad Valorem Tax Provision. The Effective Date of the Ad Valorem Tax Provision of the Private Improvements and Public Enhancement portion of each applicable Phase of the Redevelopment Project shall be the earliest of the dates when either

rehabilitation, acquisition, or redevelopment is completed for each applicable Phase of the Project (“**Effective Date**”) as defined in the applicable and executed Developer’s Phase Agreement. For Phase A, the Effective Date shall be no later than August 1, 2017, unless the parties agree otherwise. Upon being provided notice by the Developer that the Notice to Divide Taxes should be filed, the City will deliver written notice to the County Assessor on or before August 1st of the year in which the Effective Date occurs to divide the property taxes in the applicable Phase of the Redevelopment Project Area and use the last certified valuation within the applicable Phase of the Redevelopment Project Area to divide the taxes for the remaining portion of the fifteen (15) year period as described in Section 18-2147 (3) of the Nebraska Revised Statutes.

Section 1015. Expiration. Except as otherwise provided herein, this Redevelopment Agreement shall expire for each Phase upon the expiration of the Phase’s Tax Increment Period.

Section 1016. 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 VA Campus, at the Developer’s expense.

Section 1017. Representations and Warranties of Parties.

A. Developer represents and warrants to City as follows:

i. **Organization; Power; Good Standing.** Developer is a Nebraska limited liability company, duly organized and validly existing in good standing under the laws of Nebraska. Developer 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 Developer and constitutes a legal, valid and binding obligation of Developer, 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 Developer has been duly authorized by all necessary actions by Developer 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 Developer, and will not violate any instrument, agreement, order, judgment, decree, statute, regulation, or any other restriction of any kind to which Developer is a party.

B. City represents and warrants to Developer 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.

Section 1018. Transfer of Development Rights. Nothing contained in this Redevelopment Agreement shall be interpreted to limit the Developer's right or ability to transfer any development or other rights which may exist at any time in the future.

Section 1019. Counterparts. This Redevelopment Agreement may be executed in one or more counterparts which, when assembled, shall constitute an executed original hereof.

Section 1020. Successors and Assigns. The provisions of this Redevelopment Agreement shall be binding upon Seniors Foundation and the Developer and their successors, permitted lessees and permitted assigns; provided, however, that the obligations of the Seniors Foundation and Developer pursuant to this Redevelopment Agreement shall be binding upon Seniors Foundation and Developer and their successors, permitted lessees and permitted assigns only during their respective periods of tenancy or sub-tenancy of the VA Campus.

Section 1021. Purpose of Agreement. This Redevelopment Agreement has been entered into by the City to provide financing for the Redevelopment Project, an approved redevelopment project as defined in Neb. Rev. Stat. § 18-2103(12) within the Redevelopment Plan.

Section 1022. Administrative Amendments; Authority. The parties hereto recognize that certain administrative amendments signed by the authorized persons in Section 1002 may need to be made to this Redevelopment Agreement in order to carry out the intent of this Agreement and the Redevelopment Plan. The parties hereto recognize that any such amendments to this Redevelopment Agreement negotiated and executed by the parties' authorized person, other than those defined in Section 18-2117 of the Community Redevelopment Law of the State of Nebraska (Chapter 18, Article 21, Sections 18-21010, et seq.), shall be considered and treated as

administrative in nature and not as a legislative amendment to this Redevelopment Agreement or the Redevelopment Plan. The Mayor is hereby authorized to take such action as the Mayor may deem necessary or advisable in order to carry out this Agreement, including, but not limited to, the authority to make ministerial alterations, changes or additions to the Redevelopment Agreement, Phasing Agreements and the Exhibits.

Section 1023. Certain Public Enhancements Design and Construction. Notwithstanding any contrary provisions herein, certain Public Enhancements will include design costs, improvements and construction that the City determines to be unique and not-competitive or otherwise involving professional services to the extent the same are required to transition, coordinate, and integrate the Public Enhancements with the Private Improvements. If required under Chapter 4.36 of the Lincoln Municipal Code, the City and Developer shall seek the input and recommendation of the Historic Preservation Committee on the visual design aspects of said Public Enhancements. Developer shall timely submit architect, engineer or other professional designer estimates or contractor's estimates for the cost of the Public Enhancements in advance of requesting payment for the same to enable the City to obtain an independent review of the same by a qualified professional or contractor. The City shall approve or reject said cost estimates based on the review within ten (10) days of receipt of the same. Where reasonable and appropriate, the Developer shall utilize unit price or itemized contracts specifically showing the eligible items or quantities prior to letting or entering into the same. Overhead, overtime, incentive, office, mobilization, administration or similar generalized charges shall be allowed only as authorized by the City in advance of incurring the same. The Developer agrees to assist and make any and all pertinent documents available for inspection and copying by the City or its auditors in support of the same.

Section 1024. Contingencies. Seniors Foundation's and Developer's performance of this Agreement is contingent upon the following:

A. Plat: Approval of the final plat for the Phase A by the City, including dedication of the applicable rights of ways and easements, on or before January 1, 2016, with terms and conditions acceptable to Seniors Foundation and Developer;

B. EUL and Sublease: Approval and execution of the EUL by VA and Seniors Foundation and approval and execution of the Sublease by Seniors Foundation and Developer or before January 1, 2016 with terms and conditions acceptable to Seniors Foundation and Developer;

C. NIFA Financing: Approval and execution of the Nebraska Investment Finance Authority (NIFA) financing documents for the design and construction of the Private Improvements for the VASH Housing on or before March 15, 2016, with terms and conditions acceptable to the Developer; and

D. VASH Housing Approvals: The Developer obtaining the necessary approvals from the applicable VA and all other governmental entities having jurisdiction of the design and construction of the Private Improvements for the VASH Housing, on or before December 1, 2015; and

In the event the contingencies set forth in this section are not satisfied or waived by the Seniors Foundation and the Developer by the contingency deadlines described above, then the Seniors Foundation and Developer shall have the option to terminate this Agreement, including the executed Exhibits hereto, by delivering written notice to the City by the contingency deadlines described above, or mutual extension thereof by the City, Seniors Foundation and the Developer.

Section 1025 Exhibits. The following Exhibits are attached to this Redevelopment Agreement and are incorporated herein by this reference:

- Exhibit A: Redevelopment Project Area Legal Descriptions
- Exhibit B: Site Plan
- Exhibit C: Phasing Map
- Exhibit D: Sources and Uses of TIF
- Exhibit E: VASH Housing Schematic
- Exhibit F: Form of Developer's Certificate of Completion of Improvements
- Exhibit G: Form of Victory Park Phase Agreement
- Exhibit H: Form of the Lot Developer Assignment Agreement
- Exhibit I: Form of Penal Bond
- Exhibit J: Memorandum of Redevelopment Agreement and Use Restrictions
- Exhibit K: Redeveloper Bidding Procedures

[SIGNATURE PAGES TO FOLLOW]

Executed by the City this ____ day of _____, 2015.

“CITY”

CITY OF LINCOLN, NEBRASKA, a
municipal corporation

By: _____
Chris Beutler, Mayor

ATTEST:

By: _____
City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015
by Chris Beutler and _____, Mayor and City Clerk, respectively, of the City of
Lincoln, Nebraska, a municipal corporation, on behalf of the municipal corporation.

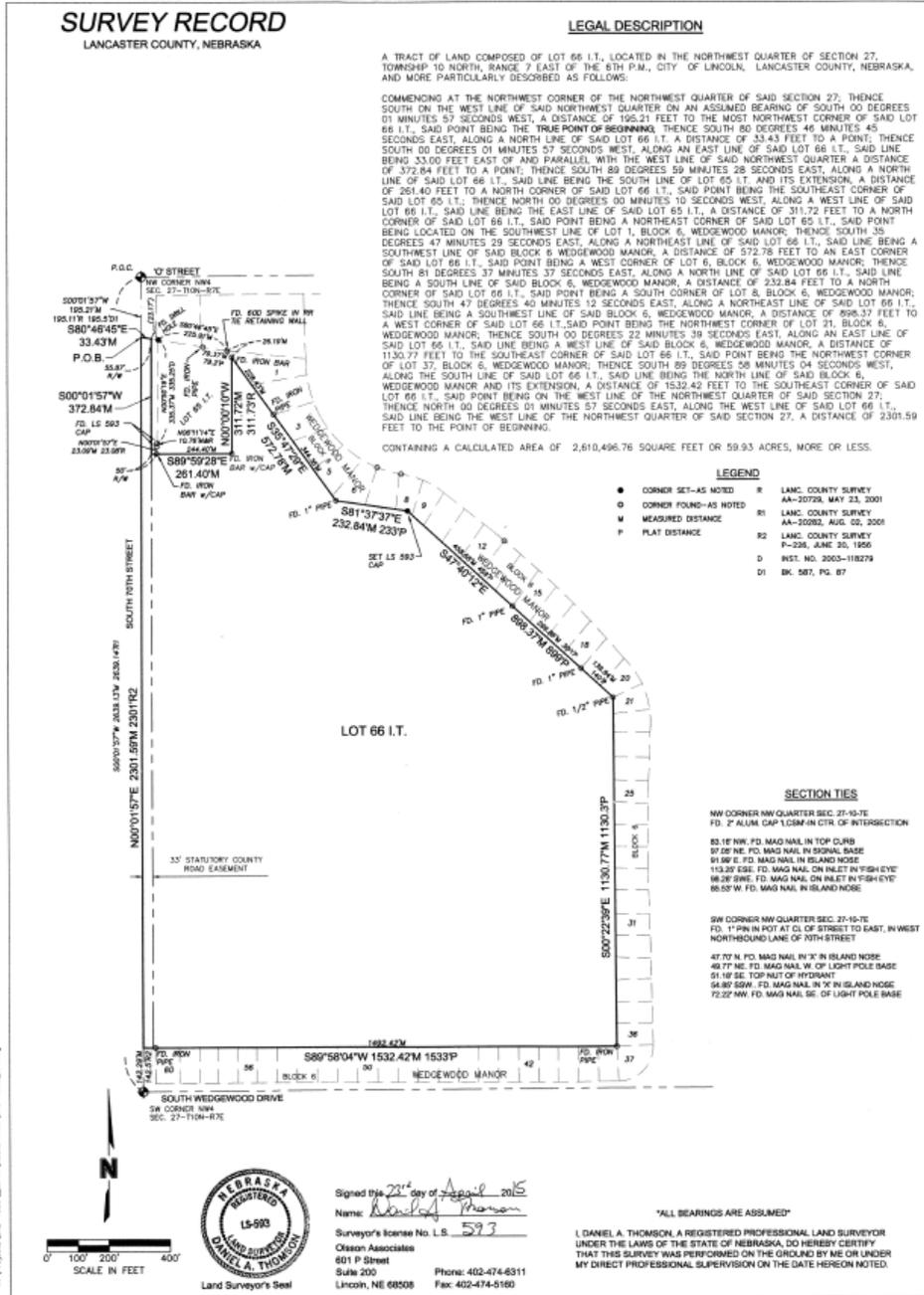
Notary Public

[CITY OF LINCOLN SIGNATURE PAGE FOR REDEVELOPMENT AGREEMENT]

Exhibit A

Redevelopment Project Area Legal Descriptions

LEGAL LAND DESCRIPTION, AREA OF POTENTIAL EFFECT AND EXISTING CAMPUS SITE PLAN OF PROPERTY



A TRACT OF LAND COMPOSED OF LOT 66 I.T., LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH ON THE WEST LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 01 MINUTES 57 SECONDS WEST, A DISTANCE OF 195.21 FEET TO THE MOST NORTHWEST CORNER OF SAID LOT 66 I.T., SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE SOUTH 80 DEGREES 46 MINUTES 45 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 66 I.T. A DISTANCE OF 33.43 FEET TO A POINT; THENCE SOUTH 00 DEGREES 01 MINUTES 57 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 66 I.T., SAID LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 372.84 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 28 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 66 I.T., SAID LINE BEING THE SOUTH LINE OF LOT 65 I.T. AND ITS EXTENSION, A DISTANCE OF 261.40 FEET TO A NORTH CORNER OF SAID LOT 66 I.T., SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 65 I.T.; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, ALONG A WEST LINE OF SAID LOT 66 I.T., SAID LINE BEING THE EAST LINE OF SAID LOT 65 I.T., A DISTANCE OF 311.72 FEET TO A NORTH CORNER OF SAID LOT 66 I.T., SAID POINT BEING A NORTHEAST CORNER OF SAID LOT 65 I.T., SAID POINT BEING LOCATED ON THE SOUTHWEST LINE OF LOT 1, BLOCK 6, WEDGEWOOD MANOR; THENCE SOUTH 35 DEGREES 47 MINUTES 29 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID LOT 66 I.T., SAID LINE BEING A SOUTHWEST LINE OF SAID BLOCK 6 WEDGEWOOD MANOR, A DISTANCE OF 572.78 FEET TO AN EAST CORNER OF SAID LOT 66 I.T., SAID POINT BEING A WEST CORNER OF LOT 6, BLOCK 6, WEDGEWOOD MANOR; THENCE SOUTH 81 DEGREES 37 MINUTES 37 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 66 I.T., SAID LINE BEING A SOUTH LINE OF SAID BLOCK 6, WEDGEWOOD MANOR, A DISTANCE OF 232.84 FEET TO A NORTH CORNER OF SAID LOT 66 I.T., SAID POINT BEING A SOUTH CORNER OF LOT 8, BLOCK 6, WEDGEWOOD MANOR; THENCE SOUTH 47 DEGREES 40 MINUTES 12 SECONDS EAST, ALONG A NORTHEAST LINE OF

SAID LOT 66 I.T., SAID LINE BEING A SOUTHWEST LINE OF SAID BLOCK 6, WEDGEWOOD MANOR, A DISTANCE OF 898.37 FEET TO A WEST CORNER OF SAID LOT 66 I.T., SAID POINT BEING THE NORTHWEST CORNER OF LOT 21, BLOCK 6, WEDGEWOOD MANOR; THENCE SOUTH 00 DEGREES 22 MINUTES 39 SECONDS EAST, ALONG AN EAST LINE OF SAID LOT 66 I.T., SAID LINE BEING A WEST LINE OF SAID BLOCK 6, WEDGEWOOD MANOR, A DISTANCE OF 1130.77 FEET TO THE SOUTHEAST CORNER OF SAID LOT 66 I.T., SAID POINT BEING THE NORTHWEST CORNER OF LOT 37, BLOCK 6, WEDGEWOOD MANOR; THENCE SOUTH 89 DEGREES 58 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 66 I.T., SAID LINE BEING THE NORTH LINE OF SAID BLOCK 6, WEDGEWOOD MANOR AND ITS EXTENSION, A DISTANCE OF 1532.42 FEET TO THE SOUTHEAST CORNER OF SAID LOT 66 I.T., SAID POINT BEING ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 00 DEGREES 01 MINUTES 57 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 66 I.T., SAID LINE BEING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 2301.59 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2,610,496.76 SQUARE FEET OR 59.93 ACRES, MORE OR LESS.

Exhibit B

Site Plan



Exhibit C

Phasing Map

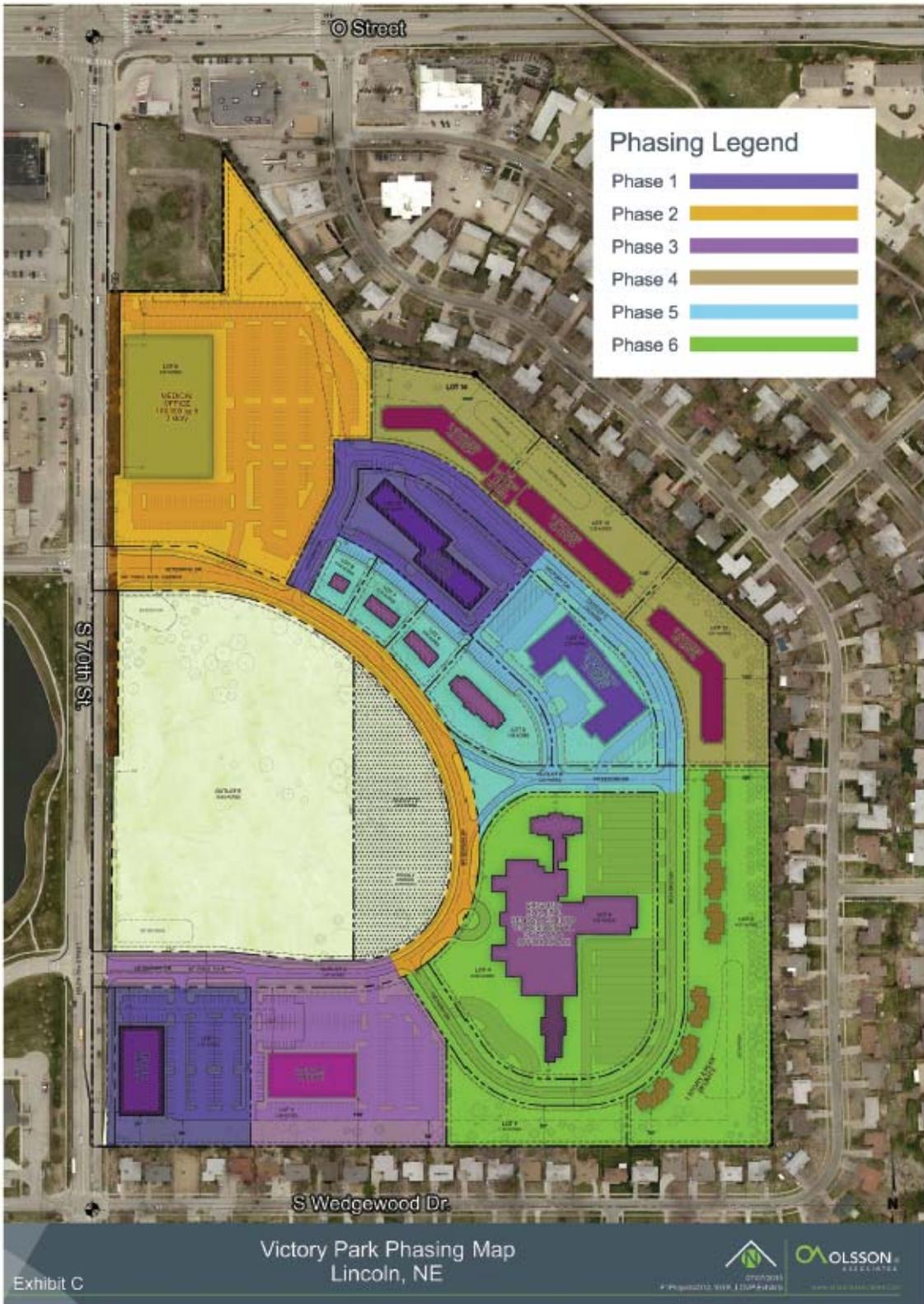


Exhibit D

Sources and Uses of TIF

VICTORY PARK - Lincoln, NE
TIF Sources & Uses
9/14/2015

	Total Costs	VASH MOB I Hosp-Aging Phase A	Future Phase B	MOB II Phase C	Senior I Senior II Phase D	Market Phase E	Hosp-Hsg Hosp-Comm Senior III Phase F
a. Site Preparation							
Demolition	370,000	-	-	-	-	-	370,000
Environmental Remediation	130,000	-	-	-	-	30,000	100,000
Geotech	49,000	15,000	10,000	5,000	9,000	5,000	5,000
Strip Site & Rough Grading/Excavation/Stormwater Management	933,205	285,000	229,000	60,000	199,205	50,000	110,000
Phase 1/2 Investigation Compilation	51,500	26,000	5,000	5,000	5,000	5,000	5,500
Wetlands Development, Protection, etc.	-	-	-	-	-	-	-
Impact Fees/SWPPP/Building Permit	-	-	-	-	-	-	-
Subtotal Site Preparation	1,533,705	326,000	244,000	70,000	213,205	90,000	590,500
b. Public Infrastructure							
Utility Relocation	-	-	-	-	-	-	-
LES/Cable/Data (incl \$50k for Aging Partners Fiber Install)	95,000	65,000	-	-	-	15,000	15,000
City Water	472,750	241,250	95,000	-	78,000	-	58,500
City Sewer	263,000	50,000	56,000	-	96,000	-	61,000
Public Sidewalks	166,800	20,000	48,000	18,000	32,000	20,000	28,800
Landscape/Streetscape	160,000	15,000	60,000	40,000	20,000	10,000	15,000
Street and Pedestrian Lighting	275,000	25,000	60,000	30,000	90,000	40,000	30,000
Senior Amenities	120,000	120,000	-	-	-	-	-
Public Street Improvements-turn lane	225,000	75,000	150,000	-	-	-	-
City ROW FMV Acquisition	-	-	-	-	-	-	-
Private Street (Public Access Easements)	948,750	123,750	292,500	127,500	180,000	135,000	90,000
Subtotal Public Infrastructure	2,726,300	735,000	761,500	215,500	496,000	220,000	298,300
Public Infrastructure as % of TIF	38%	53%	35%	24%	47%	28%	36%
c. Public Enhancements							
Energy Management Enhancements	360,000	40,000	80,000	40,000	-	50,000	150,000
Façade	920,000	80,000	120,000	60,000	30,000	20,000	610,000
Public Parking	-	-	-	-	-	-	-
Public Signage & Kiosk	38,000	10,000	10,000	2,500	4,000	5,000	6,500
Public Spaces	-	-	-	-	-	-	-
Public Contingency	-	-	-	-	-	-	-
Private Parking	-	-	-	-	-	-	-
Building Construction	-	-	-	-	-	-	-

VICTORY PARK - Lincoln, NE
TIF Sources & Uses
9/14/2015

	Total Costs	VASH MOB I Hosp-Aging Phase A	Future Phase B	MOB II Phase C	Senior I Senior II Phase D	Market Phase E	Hosp-Hsg Hosp-Comm Senior III Phase F
Private Contingency	-	-	-	-	-	-	-
Subtotal Public Enhancements	1,318,000	130,000	210,000	102,500	34,000	75,000	766,500
d. Public Acquisition							
Appraisals	-	-	-	-	-	-	-
Acquisition	7,206,015	1,254,545	3,816,664	521,703	636,111	424,074	552,918
Title Matters	-	-	-	-	-	-	-
Fair Value Appraisals	47,000	14,000	5,000	5,000	9,000	5,000	9,000
Surveys	39,500	11,000	5,000	5,000	6,000	5,000	7,500
Platting & Zoning	30,000	30,000	-	-	-	-	-
Subtotal Public Acquisition	7,322,515	1,309,545	3,826,664	531,703	651,111	434,074	569,418
e. Soft Costs							
Pre Development Expense	-	-	-	-	-	-	-
Design	205,000	35,000	50,000	20,000	45,000	15,000	40,000
Finance, Legal & Acct. Fees	40,000	20,000	15,000	5,000	-	-	-
Construction Interest	474,000	80,000	180,000	48,000	48,000	26,000	92,000
Development Management	355,500	60,000	135,000	36,000	36,000	19,500	69,000
General Conditions	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Subtotal Soft Costs	1,074,500	195,000	380,000	109,000	129,000	60,500	201,000
Total TIF Eligible Uses	13,975,020	2,695,545	5,422,164	1,028,703	1,523,316	879,574	2,425,718
TIF Eligible Uses	13,975,020	2,695,545	5,422,164	1,028,703	1,523,316	879,574	2,425,718
Non-TIF Eligible Uses	101,392,152	18,213,722	26,837,575	8,311,758	15,684,940	7,174,443	25,169,715
TOTAL USES	115,367,172	20,909,267	32,259,739	9,340,460	17,208,256	8,054,017	27,595,433
TIF	7,133,551	1,378,666	2,206,231	882,431	1,052,398	777,585	836,241
Private Sector Investment	108,233,621	19,530,601	30,053,509	8,458,030	16,155,858	7,276,432	26,759,193
TOTAL SOURCES	115,367,172	20,909,267	32,259,739	9,340,460	17,208,256	8,054,017	27,595,433

Exhibit E

VASH Housing Schematic Drawings



PERSPECTIVE - OPTION 1



WEST ELEVATION - OPTION 1

Exhibit F

Form of Developer’s Certificate of Completion of Improvements

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 Developer upon the above described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated ____ day of _____, 2015, (and the Phase Agreement for Phase ___ dated _____) as evidenced by that Memorandum of Redevelopment Agreement recorded as Instrument No. _____ in the office of the Register of Deeds for Lancaster County, Nebraska.

Executed by the DEVELOPER this ____ day of _____, 2015.

“DEVELOPER”

Victory Park, LLC, a Nebraska limited liability company

By: America First Real Estate Group, LLC, a Nebraska limited liability company, Manager

BY: _____

ITS: _____

ACCEPTED by the City of Lincoln, Nebraska this ____ day of _____, 20__.

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Chris Beutler, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Chris Beutler, Mayor of the City of Lincoln, a municipal corporation, on behalf of the municipal corporation.

Notary Public

Exhibit G

Form of the Victory Park Phase Agreement

After recording please return to:

City Attorney's Office
555 South 10th Street
Lincoln, NE 68508

Victory Park Phase Agreement

(Phase ____)

THIS VICTORY PARK PHASE AGREEMENT (PHASE ____) ("**Agreement**") is dated as of this _____ day of _____, 20__, by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation (hereinafter referred to as "**City**"), and VICTORY PARK, LLC, a Nebraska limited liability company and each of their successors, permitted sublessees and permitted assignees (hereinafter referred to as "**Developer**").

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Redevelopment Agreement. The City, Seniors Foundation and Developer entered into that certain City of Lincoln Redevelopment Agreement (Victory Park-VA Campus) dated _____, 2015, as amended ("**Redevelopment Agreement**") and a Memorandum of the Redevelopment Agreement and Use Restrictions was executed and filed with the Lancaster County Register of Deeds on _____, 2015 as Instrument Number _____.

2. Capitalize Terms. Capitalized terms of this Agreement are defined in the other provisions of this Agreement or defined in the Redevelopment Agreement.

3. Phase. The Redevelopment Agreement describes Phase ____ (“**Phase**”) that will be implemented on the VA Campus. There are no further modifications, subphases or subdivision of the Phase. [Or describe the modification, subphase or subdivision of the Phase and the modified, subphase or subdivision is hereinafter referred to as “Phase”]. This Agreement shall further define the Private Improvements and Public Improvements defined in the Phase.

4. Legal Description: The legal description of the Phase is: _____, Lincoln, Lancaster County, Nebraska (hereinafter “Phase ____ Property”).

5. Private Improvements. The Redevelopment Agreement describes generally the Private Improvements for Phase. The Developer confirms there are no changes in the description of the Private Improvements for Phase. [Or describe the modification of the applicable Private Improvements for Phase]. The Developer agrees to implement the Private Improvements on the Phase in accordance with the terms and conditions of the Redevelopment Agreement.

6. Estimated Investment. The estimated value for the Private Improvements to be constructed in the Phase is _____ and No/100 Dollars (\$_____.00).

7. Description of the Public Improvements. The design, construction and/or implementation of following Public Improvements are necessary in order to implement the Private Improvements for the Phase and carryout the purposes of the Redevelopment Agreement:
 - a. _____
 - b. _____
 - c. _____
 - d. _____

The Developer agrees to implement the Public Improvements on the Phase in accordance with the terms and conditions of the Redevelopment Agreement.

8. TIF Tax Revenues. The estimated TIF Tax Revenues for the Phase is \$_____.

9. TIF Indebtedness. The estimated TIF Indebtedness to be incurred by the City for the Phase is \$_____.

10. Not To Contest Valuation. Upon substantial completion of construction of the Private Improvements for Phase the not to contest valuation for Phase shall be \$_____ (“**Not to Contest Valuation**”) until the end of the Tax Increment Period. The Developer agrees to be bound to the Not To Contest Valuation for Phase pursuant to the terms and conditions of the Redevelopment Agreement.

11. Updated Sources and Uses of TIF. An updated Sources and Uses of TIF reflecting the above described Public Improvements, TIF Revenues and TIF Indebtedness for Phase ___ is attached hereto as Exhibit 1 and shall amend the Sources and Uses of TIF in Exhibit D of the Redevelopment Agreement for said Phase.

12. Real Estate Taxes. The Developer shall pay or cause to be paid when due all real property taxes payable with respect to all and any parts of the Phase Property and the Private Improvements pursuant to the provisions of this Agreement and the Redevelopment Agreement.

13. Recording. This Agreement shall be recorded with the Lancaster County, Nebraska Register of Deeds and shall run with the land according to the terms and conditions of the Redevelopment Agreement. Such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Phase ___ Property (or part thereof), whether voluntary or involuntary, and this Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage as described in the Redevelopment Agreement. The Developer shall pay all costs of recording.

14. Successors and Permitted Assigns. This Agreement shall be assignable and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, permitted sublessees and permitted assigns.

15. Modifications. This Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto.
16. Enforceability. If any term, condition or provision of this Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.
17. Termination. The Not to Contest Valuation herein established shall be of no further force and effect and this Agreement shall terminate on the end of the Tax Increment Period.
18. Lienholders. Developer has provided a title opinion to City listing all lienholders of record as of the date of this Agreement and all such lienholders have signed consents to this Agreement, which consents are attached hereto and made a part hereof.
19. Counterparts. This Agreement may be executed in one or more counterparts which, when assembled, shall constitute an executed original hereof.
20. Terms and Conditions of Redevelopment Agreement. Except where amended or modified specifically by the terms of this Agreement, all terms and conditions in the Redevelopment Agreement remain in full force and effect.

ACCEPTANCE

Accepted by the City this ____ day of _____, 20__.

“CITY”

CITY OF LINCOLN, NEBRASKA, a
municipal corporation

By: _____
Chris Beutler, Mayor

ATTEST:

By: _____
City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by Chris Beutler and _____, Mayor and City Clerk, respectively, of the
City of Lincoln, Nebraska, a municipal corporation, on behalf of the municipal corporation.

Notary Public

Exhibit 1

Attach an updated Sources and Uses of TIF reflecting the above described Public Improvements

Exhibit H

Form of the Lot Developer Assignment Agreement

After recording please return to:

City Attorney’s Office
555 South 10th Street
Lincoln, NE 68508

LOT DEVELOPER ASSIGNMENT AGREEMENT

THIS LOT DEVELOPER ASSIGNMENT AGREEMENT (“**Agreement**”) is dated as of this _____ day of _____, 20__, by and between VICTORY PARK, LLC, a Nebraska limited liability company and each of their successors, permitted sublessees and permitted assignees (hereinafter referred to as “**Developer**”) and _____, a Nebraska limited liability company and each of their successors, permitted sublessees and permitted assignees (hereinafter referred to as “**Lot Developer**”).

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Redevelopment Agreement. The City of Lincoln, Nebraska (“**City**”), Seniors Foundation VA Vision, LLC, a Nebraska limited liability company (“**Seniors Foundation**”) and Developer entered into that certain City of Lincoln Redevelopment Agreement (Victory Park-VA Campus) dated _____, 2015, as amended (“**Redevelopment Agreement**”) and a Memorandum of the Redevelopment Agreement and Use Restrictions was executed and filed with the Lancaster County Register of Deeds on _____, 2015 as Instrument Number _____.
2. Legal Description. Developer is the current subtenant to Phase ____ (“**Phase**”), which is legally described as _____, Lincoln, Lancaster County, Nebraska (“**Lot**”).

3. Sublease Agreement. The Developer and Lot Developer have entered into a Sublease Agreement, dated _____, 20__, whereby the Developer desires to lease the Lot to the Lot Developer to carry out and implement Phase ___ as defined in the Redevelopment Agreement, subject to and conditioned upon the execution of this Agreement and the City's approval of this Agreement.
4. Capitalize Terms. Capitalized terms of this Agreement are defined in the other provisions of this Agreement or defined in the Redevelopment Agreement.
5. Sublease and Assignment. Subject to Section 702 of the Redevelopment Agreement, the Developer has the right to sublease a Lot to the Lot Developer and assign Developer's respective rights and delegate some or all of its respective duties under the Redevelopment Agreement to such Lot Developer that is creditworthy, qualified and capable of performing the duties delegated to it. The Developer and the Lot Developer has submitted to the City the name of Lot Developer as a proposed transferee and the other information required by Section 702 for the City's review and approval.
6. Assignment. For value received, the Developer hereby assigns to the Lot Developer all of the Developer's right, title and interest in and to the Redevelopment Agreement that touches or concerns the Phase and the Lot, subject to all of such covenants, conditions, and obligations thereof (collectively "**Phase and Lot Interests**").
7. Assumption. The Lot Developer hereby assumes all of the Developer's right, title and interest in and to the Phase and Lot Interests and agrees to faithfully perform and fulfill all such covenants, conditions, and obligations.
8. Lot Developer's Indemnification. The Lot Developer further agrees to indemnify and hold the Developer free and harmless from and against any liability, loss, cost or expense arising from the breach or failure of any covenant, condition or obligation of the Phase and Lot Interests which occurs on or after the date of this Agreement.
9. Developer's Indemnification. Developer hereby agrees to indemnify and hold Lot Owner free and harmless from and against any liability, loss, cost or expense arising from and against any liability, loss, cost or expense arising from the breach or failure of any covenant, condition or obligation of the Phase and Lot Interests which occurs prior to the date of this Agreement.
10. Recording. This Agreement shall be recorded with the Lancaster County, Nebraska Register of Deeds. Such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Phase Property (or part thereof), whether voluntary or involuntary, and this Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage as

described in the Redevelopment Agreement. The Lot Developer shall pay all costs of recording.

11. Successors and Permitted Assigns. This Agreement shall be assignable and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, permitted sublessees and permitted assigns.
12. Modifications. This Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto.
13. Enforceability. If any term, condition or provision of this Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.
14. Counterparts. This Agreement may be executed in one or more counterparts which, when assembled, shall constitute an executed original hereof.

Executed by the Developer this ____ day of _____, 20__.

“DEVELOPER”

Victory Park, LLC, a Nebraska limited liability company

By: America First Real Estate Group, LLC, a Nebraska limited liability company, Manager

BY: _____

ITS: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, the Manager of America First Real Estate Group, LLC, a Nebraska limited liability company, as the Manager of VICTORY PARK, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

(Seal)

Notary Public

ACCEPTANCE

Accepted by the City this ____ day of _____, 20__.

“CITY”

CITY OF LINCOLN, NEBRASKA, a
municipal corporation

By: _____
Chris Beutler, Mayor

ATTEST:

By: _____
City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by Chris Beutler and _____, Mayor and City Clerk, respectively, of the
City of Lincoln, Nebraska, a municipal corporation, on behalf of the municipal corporation.

Notary Public

Exhibit I
Form of Penal Bond

Bond No. _____

PENAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **DEVELOPER**, as **Principal**, and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Nebraska, as **Surety**, are held and firmly bound unto the **City of Lincoln, Nebraska**, as **Obligee**, for the use of all persons entitled thereto, under Neb. Rev. Stat. §18-2151, in the penal sum of _____, lawful money of the United States of America and to the faithful payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, or assigns, firmly by this presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that,

WHEREAS, Principal has entered into the City of Lincoln Redevelopment Agreement (Victory Park-VA Campus), dated _____, 20__ (an original of which is on file in the Office of the City Clerk of the City of Lincoln, Nebraska) which provided in part for the building and construction of Private Improvements as defined in said Redevelopment Agreement to be funded in part by tax increment financing pursuant to the Nebraska Community Development Law, upon the condition that Principal at all times promptly make payment of all amounts lawfully due to all persons supplying or furnishing the Principal, its contractor and/or subcontractors with labor or materials used in the prosecution of said Private Improvements provided for in the Redevelopment Agreement.

NOW, THEREFORE, if Principal shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing the Principal, its contractor and/or subcontractors with labor or materials in the prosecution of the Private Improvements as require the execution of this Penal Bond, then this obligation shall become void, otherwise to remain in full force and effect. In the event Principal shall be declared by the Obligee to be in default under the above obligations, Surety shall promptly indemnify and save harmless the Obligee to the extent any payment in connection with carrying out of the prosecution of the Private Improvements provided for in the Redevelopment Agreement which Obligee may be required to make under the law, provided that the aggregate liability of Surety of any default(s) hereunder by the Principal shall in no event exceed the penal sum of this Bond.

All persons who have supplied or furnished the Principal, its contractor and/or subcontractors with labor or materials in the prosecution of the Private Improvements provided for in the Redevelopment Agreement shall have the direct right of action under this bond subject to the Obligee's priority.

[SIGNATURE PAGE FOLLOWS]

Signed and dated this ____ day of _____, 20__.

Exhibit J

After recording please return to:

City Attorney's Office
555 South 10th Street
Lincoln, NE 68508

**MEMORANDUM OF REDEVELOPMENT AGREEMENT &
USE RESTRICTIONS**

THIS MEMORANDUM OF REDEVELOPMENT AGREEMENT & USE RESTRICTIONS (“**Memorandum**”) is made and entered into as of the date of execution hereof by the last signatory hereto as indicated below (the “**Effective Date**”) by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation in the State of Nebraska and its successors and assigns (“**City**”), SENIORS FOUNDATION VA VISION, LLC, a Nebraska limited liability company and its successors, permitted sublessees and permitted assigns (“**Seniors Foundation**”) and Victory Park, LLC, a Nebraska limited liability company, and its successors, permitted sublessees and permitted assigns (“**Developer**”).

1. **Redevelopment Agreement.** The City, Seniors Foundation and Developer entered into that certain City of Lincoln Redevelopment Agreement (Victory Park-VA Campus) dated _____, 2015 (“**Redevelopment Agreement**”), describing the public improvements being made on behalf of the City in the Redevelopment Project Area and the Private Improvements being made to real property leased by the Developer and legally described on the attached and incorporated Exhibit “1”.

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein for Phases as defined therein, by the City of the Private Improvements to be made by the Developer for a period not to exceed fifteen (15) years after the Redevelopment 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.** The Developer agrees that no portion of the VA Campus under the ownership or control of Developer shall be used for any of 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 or any signage relating to the VA Campus center identification signs, building signs and directional signs that is in conformity with the PUD and all applicable City codes;

B. the retail sale of alcoholic beverages for consumption off the premises but excluding micro-brewing establishments, pharmacies, grocery stores that sell alcoholic beverages for consumption off the premises and restaurants and wine bars allowing the removal of an unsealed bottle of wine pursuant to Neb. Rev. Stat. §53-123.04, as amended;

C. any business whose predominant operation is the retail sale of alcoholic beverages for consumption on or off the premises (predominant shall mean retail gross sales of alcoholic beverages in excess of 50% of gross sales on the premises) 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);

D. 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);

E. any business operated or held out to the public as a sexually oriented business including live entertainment establishments as defined in Section 27.03.545 of the Lincoln Municipal Code and any other business engaged 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;

F. any ground floor use by a business for which a majority of its ground floor area displays adult-oriented products;

G. 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;

H. any business or organization whose predominant operation is providing pediatric medical care and/or childhood development services; early childhood care facilities; before/after school programs; private elementary or secondary schools; academies for dance, music gymnastics, martial arts, and other similar activities on the premises (predominant shall mean gross sales/services in excess of thirty (30) % of gross sales/services on the premises); and

I. no freestanding cell towers, excluding cell antennas on top of the Former VA Hospital.

It is intended by the parties that each of the restrictions set forth hereby shall extend beyond the expiration of the Tax Increment Period, shall run with the Seniors Foundation and Developer's leasehold interest, shall terminate on the expiration of the EUL, and shall bind every person having any leasehold interest in the VA Campus, and shall inure to the benefit of the parties hereto and their successors, permitted sublessees and permitted assigns.

5. **Inquiries.** Further inquiries regarding this Memorandum may be made to the following parties:

If to the City: Mayor
555 South 10th Street
Lincoln, Nebraska 68508

With a copy to: City Attorney
555 South 10th Street
Lincoln, Nebraska 68508

If to Developer: Victory Park, LLC
Attn: George Achola
1004 Farnam Street
Omaha, Nebraska 68102

If to Seniors Foundation: Seniors Foundation
Attn: Tammy Ward
600 S. 70th Street, Building #7
Lincoln, Nebraska 68510

With a copy to: Seacrest & Kalkowski, PC, LLO
Attn: Kent Seacrest
1111 Lincoln Mall, Suite 350
Lincoln, NE 68508

or at such other address with respect to either party as that party may from time to time designate in writing and notify the other as provided in this Section.

Executed by the City this ____ day of _____, 2015.

“CITY”

CITY OF LINCOLN, NEBRASKA, a municipal corporation

By: _____
Chris Beutler, Mayor

Attest:

By: _____
City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Chris Beutler, Mayor of the City of Lincoln, a municipal corporation, on behalf of the municipal corporation.

(Seal)

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, City Clerk of the City of Lincoln, a municipal corporation, on behalf of the municipal corporation.

(Seal)

Notary Public

Executed by the Developer this ____ day of _____, 2015.

“DEVELOPER”

Victory Park, LLC, a Nebraska limited liability company

By: America First Real Estate Group, LLC, a Nebraska limited liability company, Manager

BY: _____

ITS: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by _____, the Manager of America First Real Estate Group, LLC, a Nebraska limited liability company, as the Manager of VICTORY PARK, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

(Seal)

Notary Public

Exhibit 1

Legal Description

A TRACT OF LAND COMPOSED OF LOT 66 I.T., LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH ON THE WEST LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 01 MINUTES 57 SECONDS WEST, A DISTANCE OF 195.21 FEET TO THE MOST NORTHWEST CORNER OF SAID LOT 66 I.T., SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE SOUTH 80 DEGREES 46 MINUTES 45 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 66 I.T. A DISTANCE OF 33.43 FEET TO A POINT; THENCE SOUTH 00 DEGREES 01 MINUTES 57 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 66 I.T., SAID LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 372.84 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 28 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 66 I.T., SAID LINE BEING THE SOUTH LINE OF LOT 65 I.T. AND ITS EXTENSION, A DISTANCE OF 261.40 FEET TO A NORTH CORNER OF SAID LOT 66 I.T., SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 65 I.T.; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, ALONG A WEST LINE OF SAID LOT 66 I.T., SAID LINE BEING THE EAST LINE OF SAID LOT 65 I.T., A DISTANCE OF 311.72 FEET TO A NORTH CORNER OF SAID LOT 66 I.T., SAID POINT BEING A NORTHEAST CORNER OF SAID LOT 65 I.T., SAID POINT BEING LOCATED ON THE SOUTHWEST LINE OF LOT 1, BLOCK 6, WEDGEWOOD MANOR; THENCE SOUTH 35 DEGREES 47 MINUTES 29 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID LOT 66 I.T., SAID LINE BEING A SOUTHWEST LINE OF SAID BLOCK 6 WEDGEWOOD MANOR, A DISTANCE OF 572.78 FEET TO AN EAST CORNER OF SAID LOT 66 I.T., SAID POINT BEING A WEST CORNER OF LOT 6, BLOCK 6, WEDGEWOOD MANOR; THENCE SOUTH 81 DEGREES 37 MINUTES 37 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 66 I.T., SAID LINE BEING A SOUTH LINE OF SAID BLOCK 6, WEDGEWOOD MANOR, A DISTANCE OF 232.84 FEET TO A NORTH CORNER OF SAID LOT 66 I.T., SAID POINT BEING A SOUTH CORNER OF LOT 8, BLOCK 6, WEDGEWOOD MANOR; THENCE SOUTH 47 DEGREES 40 MINUTES 12 SECONDS EAST, ALONG A NORTHEAST LINE OF

SAID LOT 66 I.T., SAID LINE BEING A SOUTHWEST LINE OF SAID BLOCK 6, WEDGEWOOD MANOR, A DISTANCE OF 898.37 FEET TO A WEST CORNER OF SAID LOT 66 I.T., SAID POINT BEING THE NORTHWEST CORNER OF LOT 21, BLOCK 6, WEDGEWOOD MANOR; THENCE SOUTH 00 DEGREES 22 MINUTES 39 SECONDS EAST, ALONG AN EAST LINE OF SAID LOT 66 I.T., SAID LINE BEING A WEST LINE OF SAID BLOCK 6, WEDGEWOOD MANOR, A DISTANCE OF 1130.77 FEET TO THE SOUTHEAST CORNER OF SAID LOT 66 I.T., SAID POINT BEING THE NORTHWEST CORNER OF LOT 37, BLOCK 6, WEDGEWOOD MANOR; THENCE SOUTH 89 DEGREES 58 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 66 I.T., SAID LINE BEING THE NORTH LINE OF SAID BLOCK 6, WEDGEWOOD MANOR AND ITS EXTENSION, A DISTANCE OF 1532.42 FEET TO THE SOUTHEAST CORNER OF SAID LOT 66 I.T., SAID POINT BEING ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 00 DEGREES 01 MINUTES 57 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 66 I.T., SAID LINE BEING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 2301.59 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2,610,496.76 SQUARE FEET OR 59.93 ACRES, MORE OR LESS.

Exhibit K

Redeveloper Bidding Procedures

Redeveloper (Developer) may conduct its own bidding for TIF funded improvements in lieu of using the City's Purchasing Division of the Finance Department provided that the following procedures are followed:

GENERAL REQUIREMENTS

1. Any and all bid specifications need to be presented to the City at the time when the Notice to Bidders is published. They can be delivered to the Director of Urban Development.
2. The Notice to Bidders shall be published at least once per week for two consecutive weeks in a newspaper of general daily circulation in the City. Redeveloper shall be required to provide proof that proper publication of the Invitation for Bids has been completed prior to opening the bids. An Affidavit of Publication from the Journal Star would be deemed acceptable.
3. The Notice to Bidders itself must meet the following requirements:
 - A. Be open to all potential bidders;
 - B. State the date when sealed bids must be received and the location where the bids are to be delivered;
 - C. State that the bids will be publicly opened and read in the presence of all bidders who attend the opening;
 - D. State where plans and specifications may be examined; and
 - E. Inform bidders that the redeveloper has the right to reject all bids.
4. A City representative shall be present when the bids are opened by the Redeveloper or its representative.

EXCEPTIONS TO FORMAL BIDDING

1. Single purchases of materials, parts, supplies, and equipment with an estimated cost of less than \$3,000 may be purchased directly by the Redeveloper, provided that at least three informal bids shall be obtained and recorded with the Urban Development Department.
2. Executive Order Construction Contracts approved by the Mayor and specifically authorizing without formal sealed bids the construction of street paving, water mains, sanitary sewers, and storm sewers by Redeveloper or its contractor when the payment of reimbursement or subsidies for such construction does not exceed \$100,000.

3. Competitive bidding shall not be required in contracting for professional services (e.g. architects, engineers, etc.)
4. Contracts for Public Enhancements, which include reasonable and appropriate design, improvement, and construction costs that are unique and not-competitive or otherwise required to transition, coordinate and integrate with Public Enhancements with or into the Private Improvements. Prior to entering into contracts for such Public Enhancements, Redeveloper shall submit architect, engineer or other professional designer or contractor's estimates for the cost of the Public Enhancements. The City shall approve or reject said cost estimates within ten (10) days of receipt of the same.
5. The bid must be awarded to the lowest responsible bidder. Any claim by the redeveloper that the lowest bidder is not the lowest responsible bidder must be submitted with evidence to support said claim to the City in writing no later than five days following the public opening of the bids. The City, acting through the Mayor, shall review said request and either approve or deny said request within ten days of receiving said request. In considering the redeveloper's request, the Mayor shall consider the factors listed in Lincoln Municipal Code Section 2.18.030(j). Denial of redeveloper's request shall result in the lowest bidder being declared the lowest responsible bidder. Approval of the redeveloper's request shall result in the bidder shown to be the lowest responsible bidder being selected. Redeveloper shall be specifically prohibited from awarding the contract to a bidder of its choosing subject to limiting the amount of reimbursement to the amount submitted by the lowest responsible bidder. Copies of all bids submitted pursuant to each Notice to Bidders shall be provided to the City Urban Development Department prior to the redeveloper awarding a contract based on said bids.

PURCHASING AGENT APPOINTMENT

If the Redeveloper is responsible for installing/constructing any City Public Improvements under the Redevelopment Agreement, the Redeveloper is deemed to be the City's Prime Contractor. As the City's Prime Contractor, the Redeveloper will be issued a Purchasing Agent Appointment (and Delegation of Authority for Sales and Use Tax), Form 17, signed by the Purchasing Agent or other authorized representative of the City. The Purchasing Agent Appointment shall be used by the Redeveloper to purchase building materials that will be annexed into the City Public Improvements. The Purchasing Agent Appointment does not apply to (1) the purchase of tools, supplies, or any items that will not be annexed into the City Public Improvements, including but not limited to form lumber, scaffolding, etc.; (2) the purchase or rental of machinery, equipment, or tools owned or leased by the Redeveloper or its Subcontractors and used in installing/constructing the City Public Improvements; or (3) the purchase of building materials to be used for the installation/construction of (i) City water mains and appurtenances thereto, and (ii) Lincoln Electric System facilities. Purchases qualifying as aforesaid shall be considered as being made by the City.

The Redeveloper may delegate its authority as Prime Contractor to Redeveloper's Subcontractor by completing and signing a copy of the original Purchasing Agent Appointment for each subcontractor as provided in the Form 17 Instructions. Each Subcontractor is hereby given the authority to reproduce copies of the Redeveloper's copy of said Purchasing Agent Appointment provided to the Subcontractor by the Redeveloper and to furnish the same to the Subcontractor's subcontractor(s), and the Subcontractor's subcontractor(s) shall complete and sign the same for its purchases in the same manner as above set forth for the Redeveloper and Subcontractor. The Redeveloper or its Subcontractor will provide a Nebraska Resale or Exempt Sale Certificate with Section C, Part 2 completed to supplier when purchasing building materials to be annexed into the City Public Improvements. The City shall be obligated to the vendor for the purchase price, but the Redeveloper or Subcontractor, as the case may be, shall handle all payments therefore on behalf of the City. The vendor shall agree to make demand or claim for payment of the purchase price from the City by submitting an invoice to the Redeveloper or Subcontractor. Title to all materials and supplies so qualifying shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Redeveloper or Subcontractor shall not acquire title to any building materials annexed into the City Public Improvements. All invoices shall bear the Redeveloper's or Subcontractor's name as agent for the City.