

City of Scottsbluff, Nebraska

Monday, April 20, 2015

Regular Meeting

Item Subdiv.4

Council to consider Redevelopment Plan for the Monument Mall Rehabilitation Including Request for Tax Increment Financing and Designation as an Enhanced Employment Area and Imposition of a One Half Percent Occupation Tax on Sales.

Staff Contact: Rick Kuckkahn, City Manager

Agenda Statement

Item No.

For meeting of: April 20, 2015

AGENDA TITLE: Council to consider Redevelopment Plan for the Monument Mall Rehabilitation Including Request for Tax Increment Financing and Designation as an Enhanced Employment Area and Imposition of a One Half Percent Occupation Tax on Sales

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: Monument Mall is located in an area that is designated as Blighted and Substandard. To encourage private investment in the Community Redevelopment Area, this Redevelopment Plan has been prepared to set forth the Monument Mall Rehabilitation Redevelopment Project ("Redevelopment Project"), which is considered to be of the highest priority in accomplishing the goal of revitalizing and strengthening the Community Redevelopment Area.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends referring this plan to the Planning Commission for review

EXHIBITS

Resolution ☐ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☒

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☒ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

REDEVELOPMENT CONTRACT
(Scottsbluff Monument Mall Rehabilitation Project)

This Redevelopment Contract is made and entered into as of the _____ day of _____, 2015, by and between the Community Development Agency of the City of Scottsbluff, Nebraska ("Agency"), the City of Scottsbluff, Nebraska, a Nebraska municipality of the first class ("City"), and RockStep Scottsbluff, LLC, a Texas limited liability company ("Redeveloper").

WITNESSETH:

WHEREAS, the City of Scottsbluff, Nebraska (the "City"), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, as amended (collectively the "Act"), has designated an area within the City as blighted and substandard;

WHEREAS, the Agency has adopted, after approval by the Mayor and Council of the City, that redevelopment plan entitled " **CITY OF SCOTTSBLUFF REDEVELOPMENT PLAN FOR THE MONUMENT MALL REHABILITATION**" (the "Redevelopment Plan");

WHEREAS, Agency and Redeveloper desire to enter into this Redevelopment Contract in order to implement the Redevelopment Plan and provide for the redevelopment of lots and lands located in a blighted and substandard area and enhanced employment area;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Agency and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

"Act" means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, as amended, and acts amendatory thereof and supplemental thereto.

"Agency" means the Community Development Agency of the City of Scottsbluff, Nebraska.

"City" means the City of Scottsbluff, Nebraska.

"Governing Body" means the Mayor and City Council of the City.

"Holder(s)" means the registered owner or owners of TIF Indebtedness and/or the owner or owners of Enhanced Employment Act Indebtedness issued by the Agency from time to time outstanding.

"Enhanced Employment Act" shall mean Nebraska Legislative Bill 562, 100th Legislature, effective date September 1, 2007, known as the "Enhanced Employment Area Occupation Tax," amending Sections 18-2101, 18-2103, 18-2107, 18-2111, 18-2116, 18-2119, and 18-2130 of the Nebraska Revised Statutes and set forth in the Community Development Law, as may be amended from time to time.

"Enhanced Employment Act Area" referred to in Section 18-2142.02 of the Nebraska Revised Statutes and shall mean that area within a community redevelopment area as shown on Exhibit B, attached hereto and incorporated herein by this reference.

"Enhanced Employment Act Indebtedness" shall mean the occupation tax revenue bonds, refunding bonds, notes, interim certificates, debentures, anticipation notes, and other indebtedness or obligations issued under the terms of this Agreement, the Bond Resolution, and the Occupation Tax Ordinance. The Enhanced Employment Act Indebtedness as initially issued by the Agency shall consist of the Agency's Occupation Tax Revenue Bond (Scottsbluff Monument Mall Rehabilitation Project), Series 2015, to be issued in an amount not to exceed \$1,816,650.00 in substantially the form set forth on Exhibit E, attached hereto and incorporated herein by this reference, ("Occupation Tax Revenue Bond"), and purchased by the Redeveloper as set forth in Section 4.05 of this Redevelopment Contract.

“Enhanced Employment Act Period” shall mean the lesser of (i) the time period necessary for the occupation taxes levied on the Employment District to pay off any outstanding Enhanced Employment Act Indebtedness which have been issued stating such occupation tax as an available source for payment or (ii) twenty (20) years after the effective date of the Ad Valorem Tax Provision, as provided in Section 3.01A hereof.

“Enhanced Employment Act Proceeds” shall mean any net proceeds from the issuance of the Enhanced Employment Act Indebtedness.

"Enhanced Employment Act Project" means the improvements to the Enhanced Employment Act Area, as further described in Exhibit B and, as used herein, shall include additions and improvements thereto. The Enhanced Employment Act Project shall include all eligible costs and expenses as set forth on Exhibit I, attached hereto and incorporated herein by this reference.

"Enhanced Employment Act Project Costs" means only costs or expenses incurred by Redeveloper in the Enhanced Employment Act Area as set forth on Exhibit B for the purposes set forth in Section 18-2103(12) (a) through (f), inclusive, of the Nebraska Revised Statutes, including providing for such costs by the exercise of the powers set forth in §18-2107(4) of the Act, all as identified on Exhibit I. Enhanced Employment Act Project Costs **do not include** costs or expenses incurred within that portion of the Redevelopment Project Area that is not a part of the Enhanced Employment Act Area.

"Enhanced Employment Act Project Cost Certification" means a statement prepared and signed by an authorized representative of the Redeveloper verifying the Redeveloper has become legally obligated for the payment of Enhanced Employment Act Project Costs identified on Exhibit I.

“Enhanced Employment Act Tax Revenues” shall mean the occupation tax revenues generated and collected under the occupation tax authorized by the Bond Resolution and the Occupation Tax Ordinance.

“Issuance Costs” shall mean: (1) costs and expenses of the City, Agency, and the Redeveloper lawfully attributable to the City’s benefit and for the public purpose to issue the indebtedness, pledges, bonds and notes described in this Agreement of the TIF Indebtedness and Enhanced Employment Act Indebtedness, including but not limited to, special city attorney fees, fiscal advisory fees, placement fees, legal opinions and advice, and business memorandums, analysis, and advice given to the City and Agency and incurred before or after the Agreement Date in order to fund the Enhanced Employment Act Project and the TIF Project; and (2) the costs the City incurs (on an annual or prorated year) to collect, process and administer the Enhanced Employment Act Proceeds and TIF Revenues, and related bond funds pursuant to the requirements of the Act, including labor costs, equipment, software, promulgated regulations, City and State of Nebraska Department of Revenue accounting, procedures, reports, audits, review and accountability and reporting measures. Issuance Costs shall not include the Redeveloper’s attorney fees or any expenses attributed to the funding of the Enhanced Employment Act Costs.

"Liquidated Damages Amount" means the amounts to be repaid to Agency by Redeveloper pursuant to Section 7.02 of this Redevelopment Contract.

"Lot" or "Lots" shall mean the separately platted and subdivided lots within the Redevelopment Project Area established pursuant to an approved and filed subdivision plat in accordance with the ordinances and regulations of the City.

"Master Project" shall mean the TIF Project and Enhanced Employment Act Project.

"Occupation Tax Ordinance" shall mean the City of Scottsbluff Ordinance No.____, passed _____, 2015 and approved _____, 2015, as amended, and related ordinances authorizing the levy, collection and enforcement of the occupation tax imposed pursuant to the Enhanced Employment Act.

"Redeveloper" means RockStep Scottsbluff, LLC, a Texas limited liability company.

"Redevelopment Project Area" means that certain real property situated in the City of Scottsbluff, Scottsbluff County, Nebraska which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference. All such legal descriptions are subject to change based upon any re-platting requested by the Redeveloper and approved by the City.

"Redevelopment Project Property" means all of the Redevelopment Project Area which is the site for the improvements constituting the TIF Project, as more particularly described on Exhibit A.

"Redevelopment Contract" means this redevelopment contract between the Agency and Redeveloper with respect to the TIF Project and Enhanced Employment Act Project, as the same may be amended from time to time.

"Redevelopment Plan" means the Redevelopment Plan (also defined in the recitals hereto) for the Redevelopment Project Area and the Enhanced Employment Act Area related to the TIF Project and Enhanced Employment Act Project, as attached hereto and incorporated herein as Exhibit C, prepared by the Agency and approved by the City pursuant to the Act, as amended from time to time.

"Resolution" or "Bond Resolution" means the Resolution of the Agency authorizing the issuance of the TIF Indebtedness and Enhanced Employment Act Indebtedness, as supplemented from time to time, and also approving this Redevelopment Contract.

"Taxes" shall mean taxes and assessments from all applicable government entities including, but not limited to, any income, excise, sales or occupation taxes, ad valorem (real property) taxes, and personal property taxes.

"TIF Indebtedness" means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premium, if any, thereon, incurred by the Agency pursuant to the Resolution and Article III hereof to provide financing for a portion of the TIF Project Costs and secured in whole or in part by TIF Revenues. The TIF Indebtedness as initially issued by the Agency shall consist of the Agency's Tax Increment Development Revenue Bond (Scottsbluff Monument Mall Rehabilitation Project), Series 2015, to be issued in an amount not to exceed \$578,130.00 in substantially the form set forth on Exhibit D attached hereto and incorporated herein by this reference ("TIF Bond"), and purchased by the Redeveloper as set forth in Section 3.04 of this Redevelopment Contract.

"TIF Project" means the improvements to the Redevelopment Project Area, as further described in Exhibit A, and, as used herein, shall include the Redevelopment Project Property and additions and improvements thereto. The TIF Project shall include all eligible costs and expenses as set forth on Exhibit F, attached hereto and incorporated herein by this reference.

"TIF Project Cost Certification" means a statement prepared and signed by an authorized representative of the Redeveloper verifying the Redeveloper has become legally obligated for the payment of TIF Project Costs identified on Exhibit F.

"TIF Project Costs" means only costs or expenses incurred by Redeveloper in the Redevelopment Project Area, as set forth on Exhibit A for the purposes set forth in §18-2103(12)(a) through (f), inclusive, including providing for such costs by the exercise of the powers set forth in §18-2107(4) of the Act, all as identified on Exhibit F.

"TIF Revenues" means incremental ad valorem taxes generated on the Redevelopment Project Property by the TIF Project which are to be allocated to and paid to the Agency pursuant to the Act.

"Timeline" shall mean the timeline for the Master Project as generally described on Exhibit H, attached hereto and incorporated herein by this reference.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

(a) Whenever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(b) The phrase "at any time" shall be construed as meaning at any time or from time to time.

(c) The word "including" shall be construed as meaning "including, but not limited to."

- (d) The words "will" and "shall" shall each be construed as mandatory.
- (e) The words "herein," "hereof," "hereunder", "hereinafter" and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.
- (f) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.
- (g) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II FINDINGS AND REPRESENTATIONS

Section 2.01 Findings and Representations of Agency.

The Agency makes the following findings and representations:

- (a) The Agency is a duly organized and validly existing community development agency under the Act.
- (b) The Redevelopment Plan has been duly approved by the City and adopted by the Agency pursuant to Sections 18-2109 through 18-2117 of the Act.
- (c) The Agency deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.
- (d) The Master Project is expected to achieve the public purposes of the Act by among other things, increasing employment, increasing investment, improving public infrastructure, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Project Area and Enhanced Employment Act Area and other purposes set forth in the Act.
- (e) (1) The Redevelopment Plan is feasible and in conformity with the general plan for the development of the City as a whole and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act, and
 - (2) Based solely on representations made by the Redeveloper:
 - (i) the TIF Project would not be economically feasible without the use of tax-increment financing, and

(ii) the TIF Project would not occur in the Redevelopment Project Area without the use of tax-increment financing.

(f) The Agency has determined that the costs and benefits of the TIF Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Agency and have been found to be in the long-term best interest of the community impacted by the TIF Project.

(g) The Agency has determined that the proposed land uses and building requirements in the Redevelopment Project Area and Enhanced Employment Act Area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development: including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.

(h) Pursuant to section 18-2147 of the Act the redevelopment project valuation shall be the valuation for assessment of the taxable real property in the Redevelopment Project for the year prior to the effective date specified in section 3.01A.

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a Texas limited liability company, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract. Prior to the execution and delivery of this Redevelopment Contract, the Redeveloper has delivered to the Agency a certificate of good standing, a copy of the Redeveloper's Articles of Organization and Operating Agreement, and a copy of the resolution or resolutions authorizing the execution and delivery of this Redevelopment Contract.

(b) The execution and delivery of this Redevelopment Contract and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any

nature upon any of the property or assets of the Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Master Project or the carrying into effect of this Redevelopment Contract or in any other matter materially affecting the ability to Redeveloper to perform its obligations hereunder.

(d) The TIF Project would not be economically feasible without the use of tax increment financing.

(e) The TIF Project would not occur in the Redevelopment Project Area without the use of tax-increment financing.

(f) The Enhanced Employment Act Project will result in at least ten (10) new employees and new investment of at least five hundred thousand dollars (\$500,000.00) within the Enhanced Employment Act Area, pursuant to Section 18-2116 of the Nebraska Revised Statutes. (Note: Scottsbluff County 2010 Census shows a population of 36,970)

(g) The TIF Indebtedness and Enhanced Employment Act Indebtedness shall not be tax-exempt financing and no interest paid from the TIF Indebtedness and Enhanced Employment Act Indebtedness shall be exempt from federal or state income taxation.

(h) Redeveloper warrants and represents that the costs set forth on Exhibit F are permitted costs under the Act and fit within the statutory definitions set forth in Section 18-2103(12)(a) through (f), inclusive, of the Nebraska Revised Statutes.

(i) Redeveloper warrants and represents that the costs set forth on Exhibit I are permitted costs under the Enhanced Employment Act and the Act and fit within the statutory definitions set forth in Section 18-2142.04(1)(a) of the Nebraska Revised Statutes.

(j) There are no, nor will there be, any single business in the Enhanced Employment Act Area that has one hundred thirty-five thousand square feet or more.

(k) Exhibit G, attached hereto and incorporated herein by this reference, is a list of the proposed businesses and each business's classification that are to be in the Enhanced Employment Act Area.

(l) Redeveloper agrees and covenants for itself its successors and assigns that it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Master Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Master Project, Redeveloper will not discriminate against any employee or applicant for employment

because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Master Project.

ARTICLE III

THE PARTIES OBLIGATIONS RELATING TO TAX INCREMENT FINANCING

A. OBLIGATIONS OF THE AGENCY

Section 3.01A Division of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution, the Agency hereby provides that any ad valorem tax on real property in the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in this section. The effective date of this provision shall be January 1, 2016. Said taxes shall be divided as follows:

(a) That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That portion of the ad valorem tax on real property in the Redevelopment Project Area in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Agency (designated in the Resolution as the "TIF Bond Fund") to pay the principal of, the interest on, and any premium due in connection with the TIF Indebtedness, whether funded, refunded, assumed, or otherwise, such Agency for financing or refinancing, in whole or in part, such TIF Project. When such TIF Indebtedness, including interest and premium due have been paid, the Agency shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Phase shall be paid into the funds of the respective public bodies.

Section 3.02A Issuance of TIF Indebtedness

The Agency shall authorize the issuance of the TIF Indebtedness in the form and stated principal amount and bearing interest and being subject to such terms and conditions as are specified in the Resolution and this Redevelopment Contract; provided, at all times the maximum amount of the TIF Indebtedness shall be limited to the lesser of (i) the stated face amount of the TIF Indebtedness, or (ii) the sum of all TIF Project Costs incurred by the Redeveloper as set forth on Exhibit F. No TIF Indebtedness will be issued until Redeveloper has acquired fee title to the Redevelopment Project Property and become obligated for construction of the additions and improvements forming a part of the TIF Project as described in the Plan.

Prior to January 1, 2016, the Agency shall issue one Tax Increment Revenue Bond, in one taxable series, in a maximum principal amount of Five Hundred Seventy Eight Thousand One

Hundred Thirty and no/100 Dollars (\$578,130.00), in substantially the form shown on the attached Exhibit D ("TIF Bond"), for net funds available to be purchased by Redeveloper, or its affiliate ("TIF Bond Purchaser"), in a written form acceptable to Redeveloper's attorney, and receive TIF Bond proceeds from the TIF Bond Purchaser in said amount. At the option of the TIF Bond Purchaser, the Agency shall make a grant to TIF Bond Purchaser in such amount, and such grant shall offset TIF Bond Purchaser's obligation to purchase the TIF Bond. Subject to the terms of this Agreement and the Resolution, the Agency's Treasurer on behalf of the Agency shall have the Agency to determine the timing of issuing the TIF Indebtedness and all the other necessary details of the TIF Indebtedness.

The TIF Bond Purchaser agrees to purchase the TIF Indebtedness at a price equal to the principal amount thereof, in a private placement satisfactory to the Agency as to its terms and participants (including any pledgee thereof). Neither the Agency nor the City shall have any obligation to provide for the sale of the TIF Indebtedness. It is the sole responsibility of the TIF Bond Purchaser to effect the sale of the TIF Indebtedness by purchasing the TIF Indebtedness in accordance with the terms of this Redevelopment Contract and the Resolution.

Section 3.03A Pledge of Revenues.

Under the terms of the Resolution, the Agency pledges 100% of the available annual TIF Revenues derived from the Redevelopment Project Property as security for and to provide payment of the TIF Indebtedness as the same fall due (including payment of any mandatory redemption amounts set for the TIF Indebtedness in accordance with the terms of the Resolution).

Section 3.04A Purchase and Pledge of TIF Indebtedness/Grant of Net Proceeds of TIF Indebtedness.

The TIF Bond Purchaser has agreed to purchase the TIF Indebtedness from the Agency for a price equal to the principal amount thereof, payable as provided in Section 3.02A and this Section 3.04A. The Redevelopment Plan provides for the Redeveloper to receive a grant under this Redevelopment Contract. In accordance with the terms of the Redevelopment Plan the Redeveloper is to receive a grant sufficient to pay the costs for reimbursement of eligible and lawful TIF Project Costs as set forth on Exhibit F, in the aggregate maximum amount not to exceed \$578,130.00. Notwithstanding the foregoing, the aggregate amount of the TIF Indebtedness and the grant shall not exceed the amount of TIF Project Costs as certified pursuant to Section 3.02B of this Redevelopment Contract. Such grant shall be made to the TIF Bond Purchaser upon certification of TIF Project Costs as set forth herein and in the Resolution, and payment purchase of the TIF Indebtedness as provided in Section 3.02A, unless TIF Bond Purchaser elects to offset the payment of the purchase of the TIF Indebtedness with the grant proceeds as provided herein and in the Resolution. The Agency shall have no obligation to provide grant funds from any source other than as set forth in the Resolution and this Redevelopment Contract.

Section 3.05A Creation of Funds.

In the Resolution, the Agency has provided for the creation of a the following funds and accounts which funds shall be held by the Agency separate and apart from all other funds and moneys of the Agency and the City:

(a) a special trust fund called the “Scottsbluff Monument Mall Rehabilitation Project TIF Bond Fund” (the “TIF Bond Fund”). All of the TIF Revenues shall be deposited into the TIF Bond Fund. The TIF Revenues accumulated in the TIF Bond Fund shall be used and applied on the Business Day prior to each Interest Payment Date to pay principal of or interest on the TIF Bond to the extent of any money then remaining in the TIF Bond Fund on such Interest Payment Date. Money in the TIF Bond Fund shall be used solely for the purposes described herein and in the Resolution. All Revenues received through and including December 31, 2030 shall be used solely for the payments required herein and by the Resolution; and

(b) a special trust fund called the “Scottsbluff Monument Mall Rehabilitation TIF Project Fund” (the “TIF Project Fund”) The Agency shall disburse any money on deposit in the TIF Project Fund from time to time to pay or as reimbursement for payment made for the TIF Project Costs in each case within 5 Business Days after completion of the steps set forth herein and in the Resolution. If a sufficient amount to pay a properly completed TIF Disbursement Request (as defined in Section 3.02B) is not in the TIF Project Fund at the time of the receipt by the Agency of such request, the Agency shall notify the owner of the TIF Bond and such owner may deposit an amount sufficient to pay such request with the Agency for such payment. As set forth in the Resolution, if the TIF Bond Purchaser is the owner of the TIF Bond and the TIF Bond Purchaser so elects, the Agency shall make a grant to TIF Bond Purchaser in the amount of an approved TIF Disbursement Request; in such event, the approved TIF Disbursement Request amount shall offset funding of the TIF Bond.

B. OBLIGATIONS OF REDEVELOPER

Section 3.01B Construction of TIF Project; Insurance.

Redeveloper will complete the TIF Project, prepare the site for redevelopment and install all infrastructure, improvements, lift stations, street lighting, building rehabilitation, fixtures, equipment and furnishings necessary to operate the TIF Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the TIF Project. Until construction of the TIF Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Agency, but not more than quarterly, as to the actual progress of Redeveloper with respect to construction of the TIF Project. Such reports shall include actual expenditures incurred as described on Exhibit F. Promptly after completion by the Redeveloper of the TIF Project, the Redeveloper shall furnish to the Agency a Certificate of Completion (supported by such architect's or engineer's certificates as are required under the terms of the contract documents). The Redeveloper shall have until the fifth anniversary of the date of this Redevelopment Contract to provide the Certificate of Completion.

Section 3.02B Cost Certification & Disbursement of TIF Bond Proceeds.

Proceeds of the TIF Bond may be advanced and disbursed in the manner set forth below:

(a) There shall be submitted to the Agency (1) a TIF Project Cost Certification; and, (2) a grant disbursement request (the "TIF Disbursement Request"), executed by the City's Clerk and an authorized representative of the Redeveloper, (i) certifying that a portion of the TIF Project has been substantially completed and (ii) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the TIF Project.

(b) If the costs requested for reimbursement under the TIF Disbursement Request are currently reimbursable under Exhibit F of this Redevelopment Contract and the Community Redevelopment Law, the Agency shall evidence such allocation in writing and inform the owner of the TIF Bond of any amounts allocated to the TIF Bond.

(c) Upon notification from the Agency as described in Section 3.02B (b), deposits to the accounts in the TIF Project Fund may be made from time to time from funds received by the Agency from the owner of the TIF Bond (if other than the Redeveloper) in the amounts necessary to pay amounts requested in properly completed, signed and approved written TIF Disbursement Requests as described herein. Such amounts shall be proceeds of the TIF Bond and the Treasurer of the Agency shall inform the Registrar (as defined in the Bond Resolution) in writing of the date and amount of such deposits. At the option of the Redeveloper, if the Redeveloper is the owner of the TIF Bond, the Agency shall make a grant to Redeveloper in the amount of the approved TIF Disbursement Request; in such event, the approved TIF Disbursement Request amount shall offset funding of the TIF Bond. The Registrar shall keep and maintain a record of the amounts deposited into the TIF Project Fund from TIF Bond proceeds pursuant to the terms of this Resolution as "Principal Amount Advanced" and shall enter the aggregate principal amount then Outstanding as the "Cumulative Outstanding Principal Amount" on its records maintained for the TIF Bond. The aggregate amount deposited into the TIF Project Fund from proceeds of the TIF Bond shall not exceed \$578,130.00.

ARTICLE IV

THE PARTIES OBLIGATIONS RELATING TO OCCUPATION TAX REVENUE BONDS

Section 4.01 Enhanced Employment Act Area.

The Agency hereby designates the Enhanced Employment Act Area shown on Exhibit B as an enhanced employment area eligible for the imposition of an occupation tax pursuant to the Enhanced Employment Act. New investment within the Enhanced Employment Act Area will result in at least ten (10) new employees and new investment of at least five hundred thousand dollars (\$500,000.00), pursuant to Section 18-2116 of the Nebraska Revised Statutes. (Note: Scottsbluff County 2010 Census shows a population of 36,970) The Enhanced Employment Act Area does not exceed six hundred acres.

Section 4.02 Occupation Tax.

The City agrees to levy a general business occupation tax upon all businesses within the Enhanced Employment Act Area for the purpose of paying all or any part of the costs of the Enhanced Employment Act Project Costs within such Enhanced Employment Act Area during the Enhanced Employment Act Period. Beginning on _____, 2015, and in each calendar month thereafter, there is hereby imposed an occupation tax upon each and every person operating a business within the Enhanced Employment Act Area. The amount of such tax shall be one half percent (1/2%) of all transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue Act for each calendar month derived from the businesses subject to this tax as more particularly described in the Occupation Tax Ordinance.

Section 4.03 Issuance of Enhanced Employment Act Indebtedness.

As soon as is practicable following the Agreement Date of this Agreement, the Bond Resolution, and the Occupation Tax Ordinance, and as set forth in this Agreement, the Agency shall issue its Enhanced Employment Act Indebtedness in the estimated amount not to exceed One Million Eight Hundred Sixteen Thousand Six Hundred Fifty Dollars (\$1,816,650.00), and a term that is not to exceed twenty years, that is payable during the Enhanced Employment Act Period. The Enhanced Employment Act Indebtedness shall be purchased by the Redeveloper, or its affiliate ("Occupation Tax Revenue Bond Purchaser") and the Agency, or a depository agreed to by the Agency and Occupation Tax Revenue Bond Purchaser shall receive the Enhanced Employment Act Bond Proceeds to be deposited into an Agency fund account or a depository fund account agreed to by the Agency and Occupation Tax Revenue Bond Purchaser ("Agency Enhanced Employment Act Project Account") and expended in the priority set forth in Section 4.06 (Use of Enhanced Employment Act Proceeds) below. The Enhanced Employment Act Indebtedness shall specifically provide that any shortfall in anticipated Enhanced Employment Act Tax Revenues from the businesses within the Enhanced Employment Act Area for any reason whatsoever, specifically including a decline in taxable receipts within the Enhanced Employment Act Area or termination of the Enhanced Employment Act Period, shall be borne entirely by the Occupation Tax Revenue Bond Purchaser without recourse of any kind against the City or Agency. The City Administrator on behalf of the City and Agency shall have the Agency to determine all the other necessary and reasonable details and mechanics of the Enhanced Employment Act Indebtedness, Enhanced Employment Act Tax Revenues, City Enhanced Employment Act Project Account and the grant of funds for the eligible Enhanced Employment Act Costs.

Section 4.04 Enhanced Employment Act Tax Revenues.

The City intends to impose this occupation tax authorized by the Enhanced Employment Act to generate the Enhanced Employment Act Tax Revenues to be derived from the occupation taxes of the businesses located within the Enhanced Employment Act Area as determined in the manner provided for in the Community Development Law. The City and Agency shall work with the Nebraska Department of Revenue, if necessary, to facilitate the operation of the occupation

tax and to secure the Occupation Tax Revenue Bond Purchaser receipt of the Enhanced Employment Act Tax Revenues from such occupation tax.

Section 4.05 Grant of Funds.

In order to support redevelopment of the Enhanced Employment Act Area and as an inducement for the Redeveloper to construct the Enhanced Employment Act Project, the Agency agrees, to the extent allowed by law and then only to the extent Enhanced Employment Act Proceeds are lawfully available from the issuance of the Enhanced Employment Act Indebtedness, to make a grant or grants to Occupation Tax Revenue Bond Purchaser up to the total amount of the Enhanced Employment Act Proceeds less the Agency's Issuance Costs to issue the Enhanced Employment Act Indebtedness ("Grant Funds"), and to reimburse Occupation Tax Revenue Bond Purchaser for the cost of the priority items identified in Section 4.06 (Use of Enhanced Employment Act Proceeds) below, provided that only costs incurred after the Agreement Date shall be eligible for payment. The grants are restricted and earmarked for the funding of the eligible Enhanced Employment Act Project Costs as described herein and the Occupation Tax Revenue Bond Purchaser does not have discretionary judgment over the applications of said Grant Funds.

Notwithstanding the foregoing, the aggregate amount of the Enhanced Employment Act Indebtedness and the grant shall not exceed the amount of Enhanced Employment Act Project Costs as certified pursuant to Section 4.06 of this Redevelopment Contract. Such grant shall be made to the Occupation Tax Revenue Bond Purchaser upon certification of Enhanced Employment Act Project Costs as set forth herein and in the Resolution, and purchase of the Enhanced Employment Act Indebtedness as provided in Section 4.03, unless Occupation Tax Revenue Bond Purchaser elects to offset the payment of the purchase of the Enhanced Employment Act Indebtedness with the grant proceeds as provided herein and in the Resolution. The Agency shall have no obligation to provide grant funds from any source other than as set forth in the Resolution and this Redevelopment Contract.

Section 4.06 Cost Certification & Disbursement of Enhanced Employment Act Occupation Tax Revenue Bond Proceeds.

Proceeds of the Occupation Tax Revenue Bond may be advanced and disbursed in the manner set forth below:

(a) There shall be submitted to the Agency (1) an Enhanced Employment Act Project Cost Certification; and, (2) a grant disbursement request (the "EEA Disbursement Request"), executed by the City's Clerk and an authorized representative of the Occupation Tax Revenue Bond Purchaser, (i) certifying that a portion of the Enhanced Employment Act Project has been substantially completed and (ii) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the Enhanced Employment Act Project.

(b) If the costs requested for reimbursement under the EEA Disbursement Request are currently reimbursable under Exhibit I of this Redevelopment Contract and the Community

Redevelopment Law, the Agency shall evidence such allocation in writing and inform the owner of the Occupation Tax Revenue Bond of any amounts allocated to the Occupation Tax Revenue Bond.

(c) Upon notification from the Agency as described in Section 4.06(b), deposits to the accounts in the Agency Enhanced Employment Act Project Account may be made from time to time from funds received by the Agency from the owner of the Occupation Tax Revenue Bond (if other than the Redeveloper) in the amounts necessary to pay amounts requested in properly completed, signed and approved written EEA Disbursement Requests as described herein. Such amounts shall be proceeds of the Occupation Tax Revenue Bond and the Treasurer of the Agency shall inform the Registrar (as defined in the Bond Resolution) in writing of the date and amount of such deposits. At the option of the Occupation Tax Revenue Bond Purchaser, the Agency shall make a grant to Occupation Tax Revenue Bond Purchaser in the amount of the approved EEA Disbursement Request; in such event, the approved EEA Disbursement Request amount shall offset funding of the Occupation Tax Revenue Bond. The Registrar shall keep and maintain a record of the amounts deposited into the Agency Enhanced Employment Act Project Account from Occupation Tax Revenue Bond proceeds pursuant to the terms of this Resolution as "Principal Amount Advanced" and shall enter the aggregate principal amount then Outstanding as the "Cumulative Outstanding Principal Amount" on its records maintained for the Occupation Tax Revenue Bond. The aggregate amount deposited into the Agency Enhanced Employment Act Project Account from proceeds of the Occupation Tax Revenue Bond shall not exceed \$1,816,650.00.

The Enhanced Employment Act Proceeds deposited into the Agency Enhanced Employment Act Project Account shall be expended in the following priority:

i. FIRST PRIORITY: Reimburse the Agency and Redeveloper for the Issuance Costs related to issuing the Enhanced Employment Act Indebtedness; and

iv. SECOND PRIORITY: Reimburse Occupation Tax Revenue Bond Purchaser for costs of the eligible Enhanced Employment Act Project Costs subject to the provisions of this Redevelopment Contract. It is understood and agreed that the Agency shall and hereby is obligated in any year after substantial completion of the Enhance Employment Act Project and for each and every succeeding year thereafter during the Enhanced Employment Act Period, to the extent allowed by law, and then only to the extent funds are lawfully available from occupation taxes related to the Enhanced Employment Act Area and not otherwise obligated in this Agreement for debt service or otherwise, reimburse the Occupation Tax Revenue Bond Purchaser for the Occupation Tax Revenue Bond Purchaser's costs for eligible and lawful Enhanced Employment Act Project Costs subject to the provisions of this Redevelopment Contract.

In the event the Enhanced Employment Act Proceeds are insufficient to fund any or all of the Priority item(s) as shown above, then such costs and expense shall be borne entirely by the Redeveloper without recourse of any kind against the City and/or Agency. Any ineligible use of the Grant Funds shall immediately be repaid by Redeveloper to the Agency.

Section 4.07 Debt Service for Enhanced Employment Act Indebtedness.

The Agency shall, to the extent allowed by law, and then only to the extent funds are lawfully available from Enhanced Employment Act Tax Revenues, pay the debt service on the Enhanced Employment Act Indebtedness with interest at a rate per annum not to exceed six and one-half percent (6.5%) compounded semi-annually. Any debt service on the Enhanced Employment Act Indebtedness (including interest) to be paid from Enhanced Employment Act Tax Revenues shall not constitute a general obligation or debt of the City or Agency. Any excess Enhanced Employment Act Tax Revenues shall be held, invested and expended by the City for priorities described above in Section 4.06 (Use of Enhanced Employment Act Proceeds). Any such occupation tax shall remain in effect during the Enhanced Employment Act Period.

Section 4.08 Deficiency in Enhanced Employment Act Tax Revenues.

If the Redeveloper purchases the Enhanced Employment Act Indebtedness, any shortfall in anticipated Enhanced Employment Act Tax Revenues for any reason whatsoever, specifically including a decline in taxable receipts within the Enhanced Employment Act Area shall be borne entirely by the Redeveloper without recourse of any kind against the City and/or Agency. To the extent of any deficiency in Enhanced Employment Act Tax Revenues from the occupation tax for required debt service on the Enhanced Employment Act Indebtedness during the Enhanced Employment Act Period, the Redeveloper as purchaser of the Occupation Tax Revenue Bond agrees to defer payment of the same for each year that there exists a deficiency. If Redeveloper is required to defer any such payments, the Agency shall reimburse all sums deferred plus interest (at the same interest rate of the then outstanding Occupation Tax Revenue Bond) if and when Enhanced Employment Act Tax Revenues do become available from the occupation taxes of the businesses located within the Enhanced Employment Act Area to meet current debt service and reimburse Redeveloper for such deferred payments. In the event the Enhanced Employment Act Indebtedness for the Enhanced Employment Act Area are not retired in full at the end of the Enhanced Employment Act Period, any remaining Enhanced Employment Act Indebtedness shall be forgiven. In the event that any deficiency payments made by the Redeveloper as required by this subsection or any interest that has accrued thereon have not been repaid at the end of the Enhanced Employment Act Period, Redeveloper agrees that neither the City or Agency shall not be liable for payment of said amounts and that said amounts shall be forgiven.

Section 4.09 Duty to Maintain.

During the Enhanced Employment Act Period, Redeveloper, at its cost, subject to reimbursement for Enhanced Employment Act Project Costs from any available Enhanced Employment Act Proceeds as described herein, shall, following construction of the Enhanced Employment Act Project (a) maintain the same in good order and condition and state of repair in accordance with the prevailing standards from time to time for retail developments and improvements of similar size, kind and quality in Scottsbluff, Nebraska, and (b) maintain the related 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, parking areas, and private roadways, 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. In addition, the Redeveloper's duty to maintain the Enhanced Employment Act Project on the Enhanced Employment Act Area during the Enhanced Employment Act Period shall include the following:

i. The standard of maintenance for the Enhanced Employment Act Area shall be comparable to the standards of maintenance, repair and replacement followed in other good quality retail developments in Scottsbluff, Nebraska.

ii. Maintaining, repairing and replacing all paved surfaces of the Enhanced Employment Act Area in a reasonably smooth and evenly covered condition, which maintenance work shall include, without limitation, cleaning, sweeping, restriping, repairing and resurfacing any paved surfaces as reasonably necessary.

iii. Removing of all filth, paper and refuse to the extent necessary to keep the Enhanced Employment Act Area in a clean and orderly condition.

iv. Placing, keeping in repair and replacing when reasonably necessary any appropriate directional signs, markers and lines.

v. Keeping in repair and replacing when reasonably necessary such lighting facilities as may be installed on the Enhanced Employment Act Area.

vi. Maintaining all finished landscaped areas, repairing irrigation systems and water lines, and replacing shrubs and other finished landscaping as reasonably necessary; provided, however, that nothing in this Agreement shall obligate the Redeveloper to landscape any portion of an unimproved real estate prior to the date it is improved.

vii. Cleaning, maintaining and repairing of all sidewalks.

viii. Maintaining in good and safe condition and state of repair any building exterior improvements located thereon.

Section 4.10 ~~Reimbursement of Grants~~ Failure to Maintain.

~~Redeveloper agrees to repay the Agency the grant or grants of funds as provided for in Section 4.05 above in the event Redeveloper fails to obtain the general Certificate of Occupancy for the Enhanced Employment Act Project within one hundred and eighty (180) days after the date as shown in the Timeline as such date may be extended for delays as set forth in Section 7.04, and upon such repayment of the of the grant funds, this Agreement shall be null and void in regards to the Redeveloper and the Enhanced Employment Act Area and the improvements located thereon.~~ In the event the Redeveloper fails to maintain the Redeveloper's Enhanced Employment Act Project as provided in Section 4.09 above, and the Redeveloper fails to cure such breach within thirty (30) days after receiving written notice specifying the manner in which the Redeveloper has breached this Agreement from the Agency, or such longer period if such deficiency cannot reasonably be cured within such thirty (30) day period, then such duty to maintain shall be considered a violation of the City of Scottsbluff Property Maintenance Code, and the City and/or Agency shall have the right to enforce Redeveloper's duty to maintain as provided in the City of Scottsbluff Code, or by any other means provided by law.

Section 4.11 Agreement to Pay Taxes.

Redeveloper agrees to use commercially reasonable efforts to require its tenants located within the Enhanced Employment Act Area to pay all occupation taxes levied upon the

Enhanced Employment Act Area and improvements thereon prior to the time the taxes become delinquent. Redeveloper shall include this requirement in all tenant leases of space located within the Enhanced Employment Act Area. This contractual obligation to pay such taxes prior to delinquency shall cease upon expiration of the Enhanced Employment Act Period or so long as the Occupation Tax Revenue Bond remains outstanding whichever period of time is shorter.

Section 4.12 City and Agency Not Liable for Deficiency.

Any debt service on the Enhanced Employment Act Indebtedness (including interest) to be paid from Enhanced Employment Act Tax Revenues shall not constitute a general obligation or debt of the City or Agency. Neither the City nor Agency shall be liable for any deficiency nor shortfall in the anticipated collection of the occupation tax revenue collected in the Enhanced Employment Act Area.

Section 4.13 Insurance Damage or Destruction of the Enhanced Employment Act Project.

During the Enhanced Employment Act Period, Redeveloper shall include by restrictive covenant an enforceable obligation on the Redeveloper or 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 of the Enhanced Employment Act Project, allowing for reasonable coinsurance clauses and deductibles and also subject to the Redeveloper or other owner or tenant's obligation to restore the Enhanced Employment Act Project to its prior condition within fifteen (15) months from the date of the damage or destruction, diligently pursuing the same to completion.

Section 4.14 Termination.

Notwithstanding any contrary provision, the occupation tax upon the businesses within the Enhanced Employment Act Area shall cease upon expiration of the Enhanced Employment Act Period or full repayment of the Enhanced Employment Act Indebtedness, whichever period of time is shorter. The provisions of Section 4.1 through 4.13 of this Agreement shall terminate for the Enhanced Employment Act Area upon expiration of the Enhanced Employment Act Period or full repayment of the Enhanced Employment Act Indebtedness, whichever period of time is shorter.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs related to the redevelopment of the Redevelopment Project Area, the Redevelopment Project Property, and Enhanced Employment Act Area which are in excess of the amounts paid from the proceeds of the grant provided from the proceeds of the TIF

Indebtedness and Enhanced Employment Act Proceeds and granted to Redeveloper. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

ARTICLE VI

RESTRICTIONS AND CONSENT

Section 6.01 Relocation.

Redeveloper, at its cost, shall be responsible to pay any required tenant relocation costs as required by any federal, state or local relocation laws, including but not limited to, the Nebraska Relocation Assistance Act (Neb. Rev. Stat. Section 76-12114 et seq.) (collectively “Relocation Laws”), in order to implement the Master Project within the Redevelopment Project Area and the Enhanced Employment Act Area.

Section 6.02 Consent.

Redeveloper hereby covenants and consents with respect to the designation of the property set forth in Exhibit B, and incorporated herein by this reference, as an enhanced employment area pursuant to Section 18-2119 of the Enhanced Employment Act and as a redevelopment project under the Act, and such covenant and consent shall be binding upon all future owners of the Enhanced Employment Act Area.

ARTICLE VII

DEFAULT, REMEDIES; INDEMNIFICATION

Section 7.01 General Remedies of Agency and Redeveloper.

Subject to the further provisions of this Article VII, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations. The Redeveloper hereby acknowledges and agrees that the Agency shall have completed its required performances and satisfied all of its obligations under this Redevelopment Contract upon the issuance of the TIF Indebtedness and Enhanced Employment Act Indebtedness and the subsequent payment of grant amounts to the Redeveloper as set forth in this Agreement.

Section 7.02 Additional Remedies of Agency.

In the event that (each such event an "event of default"):

(a) the Redeveloper, or its successor in interest, shall fail to commence the construction of the improvements included in the TIF Project Costs and/or Enhanced Employment Act Project Costs on or before June 1, 2016, or shall abandon construction work related to the aforementioned costs, once commenced, for any period of 180 days, excepting delays caused by inclement weather, or forced delay as set forth in Section 7.04; and

(b) the Redeveloper, or its successor in interest, shall fail to pay real estate taxes or assessments on the Redevelopment Project Property owned by the Redeveloper or any part thereof when due.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Agency would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04A and 4.05 of this Redevelopment Contract, less any reductions in the principal amount of the TIF Indebtedness and Enhanced Employment Act Indebtedness, plus interest on such amounts as provided herein (the "**Liquidated Damages Amount**"). Upon the occurrence of an event of default, the Liquidated Damages Amount shall be applied as a reduction to the outstanding principal amount of the Bond.

Payment of the Liquidated Damages Amount shall not relieve Redeveloper of its obligation to pay real estate taxes, occupation taxes, or assessments with respect to the Redevelopment Project Property, the Project, and the Enhanced Employment Act Area.

The Redeveloper or the Redeveloper shall be required to purchase and maintain property insurance upon the Master Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include 'All Risk' insurance for physical loss or damage. The Redeveloper shall furnish the Agency and the City with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Agency prior written notice in the event of cancellation of or material change in any of the policies. In addition, before commencing any work, the Redeveloper shall provide a penal bond in the amount of \$25,000.00 with good and sufficient surety to be approved by the Agency, conditioned that the Redeveloper shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing to any contractor or his or her subcontractors (for each contract entered into by Redeveloper related to TIF Project Costs and Enhanced Employment Act Costs) with labor or materials performed or used in the prosecution of the work provided for in such contract, and will indemnify and save harmless the Agency to the extent of any payments in connection with the carrying out of such contracts which the Agency may be required to make under the law.

Section 7.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 7.02), the Redeveloper shall be in default. In such an instance, the Agency may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that any defaults covered by this Section shall not give rise to a right or rescission on termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

Section 7.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Agency nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Project Area and Enhanced Employment Act Area or any part thereof for redevelopment, or the beginning and completion of construction of the TIF Project and Enhanced Employment Act Area Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes or delays in the issuance of any necessary permits and other governmental approvals; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Agency or of the Redeveloper with respect to construction of the Master Project, as the case may be, shall be extended for the period of the forced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

Section 7.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VII or this Redevelopment Contract to the contrary, neither the City, the Agency, nor their respective elected officials, officers, directors, appointed officials, employees, agents nor their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Agency under this Redevelopment Contract shall be the issuance of the TIF Indebtedness and Enhanced Employment Act Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, and full compliance with the terms specifically set forth in this Agreement and payment of TIF Revenues and Enhanced Employment Act Revenues pledged pursuant to the Resolution. The Redeveloper releases the City and Agency from, agrees that neither the City nor Agency shall be liable for, and agrees to indemnify and hold the City and Agency harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Master Project.

Redeveloper agrees to indemnify and hold City and Agency harmless to the extent of any payments in connection with carrying out completion of the Enhanced Employment Act Project the City may make, for failure of Redeveloper to make payments of all amounts lawfully due to all persons, firms, or organizations who performed labor or furnished materials, equipment, or supplies used in construction of the Enhanced Employment Act Project.

Redeveloper agrees to indemnify and hold City and Agency harmless for failure of Redeveloper to make payments of all amounts lawfully due to all persons, firms, or organizations under the Relocation Laws in connection with or implementation of the Master Project within the Redevelopment Project Area and the Enhanced Employment Act Area. This Section survives any termination of this Agreement.

The Redeveloper will indemnify and hold each of the City and Agency and their respective elected officials, directors, officers, appointed officials, agents, employees and members of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, excluding litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about that portion of the Master Project owned by the Redeveloper, during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, related to activities of the Redeveloper or its agents during the construction of the public infrastructure or public right of ways in the Master Project. The City and Agency do not waive their governmental immunity by entering into this Agreement and fully retain all immunities and defenses provided by law.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract shall be recorded in the office of the Register of Deeds of Scottsbluff County, Nebraska.

Section 8.02 Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

Section 8.03 Assignment or Conveyance.

This Redevelopment Contract shall not be assigned by the Redeveloper without the written consent of the Agency. Such consent shall not be unreasonably withheld, conditioned or delayed. Redeveloper agrees that it shall not convey any Lot or any portion thereof or any structures thereon to any person or entity that would be exempt from payment of real estate

taxes, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any Lot.

Section 8.04 Binding Effect: Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

Section 8.05 Effective Date and Implementation of Redevelopment Contract.

This Agreement is in full force and effect from and after the date of execution hereof by both the Redeveloper and the Agency.

Section 8.06 Notices to Parties.

Notices to Parties shall be mailed by certified U. S. Mail, return receipt requested, postage prepaid, to the following addresses:

To Redeveloper:
RockStep Scottsbluff, LLC
1445 North Loop West
Suite 625
Houston, Texas 77008

With Copies to:

RockStep Scottsbluff, LLC
Attention: General Counsel

And

Michael L. Bacon
Bacon & Vinton Attorneys
P.O. Box 208
Gothenburg, NE 69138

And

To Agency and City:
Scottsbluff City Clerk
2525 Circle Drive
Scottsbluff, NE 69361

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

ATTEST:

Secretary

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
SCOTTSBLUFF, NEBRASKA

By:_____
Chairman

ATTEST:

Clerk

THE CITY OF
SCOTTSBLUFF, NEBRASKA

By:_____
Mayor

ROCKSTEP SCOTTSBLUFF, LLC

By:_____
Manager

The foregoing instrument was acknowledged before me this _____ day of 2015, by _____ and _____, Chairman and Secretary, respectively, of the Community Development Agency of the City of Scottsbluff, Nebraska, on behalf of the Agency.

[illegible]

The foregoing instrument was acknowledged before me this _____ day of 2015, by _____ and _____, Mayor and Clerk, respectively, of the City of Scottsbluff, Nebraska, on behalf of the City.

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, the Manager of RockStep Scottsbluff, LLC, on behalf of the limited liability company.

26

EXHIBIT A

DESCRIPTION OF REDEVELOPMENT AREA

Lot 3, Block 3, Third Replat of Lots 3 and 4, Block 3, Northeast Second Add Replat No. 2 and Lot 2, Block 3, Northeast Second Add Replat No. 2, all in the city of Scottsbluff, Scotts Bluff County, Nebraska.

EXHIBIT B
DESCRIPTION OF ENHANCED EMPLOYMENT AREA

EXHIBIT C

REDEVELOPMENT PLAN

EXHIBIT D

(FORM OF TIF INDEBTEDNESS BOND)

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND THIS BOND MAY NOT BE TRANSFERRED UNLESS THE PROPOSED ASSIGNEE HAS OBTAINED AND PROVIDED TO THE AGENCY, PRIOR TO SUCH TRANSFER AND ASSIGNMENT, AN INVESTOR'S LETTER IN FORM AND SUBSTANCE SATISFACTORY TO THE AGENCY EVIDENCING THE COMPLIANCE WITH THE PROVISIONS OF ALL FEDERAL AND STATE SECURITIES LAWS AND CONTAINING SUCH OTHER REPRESENTATIONS AS THE AGENCY MAY REQUIRE.

THIS BOND MAY BE TRANSFERRED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN RESOLUTION NO. _____ OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SCOTTS BLUFF

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF SCOTTSBLUFF, NEBRASKA

TAX INCREMENT DEVELOPMENT REVENUE BOND
(SCOTTSBLUFF MONUMENT MALL REHABILITATION PROJECT), SERIES 201_

No. R-1 \$578,130.00.00

<u>Date of Original Issue</u>	<u>Date of Maturity</u>	<u>Rate of Interest</u>
	December 31, 2030	6.50%

| REGISTERED OWNER: [RockStep Scottsbluff, LLC](#)

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE BOND SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA has caused this Bond to be signed by the

manual signature of the Chairman of the Community Development Agency of the City of Scottsbluff, countersigned by the manual signature of the Secretary of the Community Development Agency of the City of Scottsbluff, and the City's corporate seal imprinted hereon.

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF SCOTTSBLUFF,
NEBRASKA**

[S E A L]

By: _____ (manual signature)
Chairman

By: _____ (manual signature)
Secretary

The **COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA** (the “Agency”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Scottsbluff, Nebraska (the “Registrar”), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in **Schedule 1** at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on May 1 and November 1 of each year until payment in full of such Principal Amount, beginning _____, 201_, by check or draft mailed to the Registered Owner hereof as shown on the bond registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner's address as it appears on such bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Bond is issued by the Agency under the Agency of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Agency on _____, 201_, as from time to time amended and supplemented (the “Resolution”).

THE PRINCIPAL AMOUNT OF THIS BOND IS SET FORTH IN SCHEDULE 1

ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS BOND IS \$578,130.00.

IN THE EVENT OF CERTAIN EVENTS OF DEFAULT BY THE REDEVELOPER (AS DEFINED IN THE RESOLUTION), UNDER THE REDEVELOPMENT CONTRACT (AS DEFINED IN THE RESOLUTION), THE PRINCIPAL AMOUNT OF THIS BOND SHALL BE OFFSET AND REDUCED BY THE AMOUNT OF ANY GRANT BY THE AGENCY TO THE REDEVELOPER OF PROCEEDS OF THIS BOND, AS PROVIDED IN THE REDEVELOPMENT CONTRACT.

This Bond is a special limited obligation of the Agency payable as to principal and interest solely from and is secured solely by the TIF Revenues (as defined in the Resolution) and certain other money, funds and securities pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The TIF Revenues represents that portion of ad valorem taxes levied by public bodies of the State of Nebraska, including the City, on real property in the Redevelopment Project Area (as defined in this Resolution) which is in excess of that portion of such ad valorem taxes produced by the levy at the rate fixed each year by or for each such public body upon the valuation of the Redevelopment Project Area as of a certain date and as has been certified by the County Assessor of Scottsbluff County, Nebraska to the City in accordance with law.

Reference is hereby made to the Resolution for the provisions, among others, with respect to the collection and disposition of certain tax and other revenues, the special funds charged with and pledged to the payment of the principal of and interest on this Bond, the nature and extent of the security thereby created, the terms and conditions under which this Bond has been issued, the rights and remedies of the Registered Owner of this Bond, and the rights, duties, immunities and obligations of the City and the Agency. By the acceptance of this Bond, the Registered Owner assents to all of the provisions of the Resolution.

The principal of and interest hereon shall not be payable from the general funds of the City nor the Agency nor shall this Bond constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Agency or of any other party other than those specifically pledged under the Resolution. This Bond is not a debt of the City or the Agency within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Agency, and does not impose any general liability upon the City or the Agency and neither the City nor the Agency shall be liable for the payment hereof out of any funds of the City or the Agency other than the Revenues and other funds pledged under the Resolution, which Revenues and other funds have been and hereby are pledged to the punctual payment of the principal of and interest on this Bond in accordance with the provisions of this Resolution.

The Registered Owner may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed "Principal Amount Advanced" on **Schedule 1** hereto (the "**Table**") and may enter the aggregate principal amount of this Bond then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner

may enter the principal amount paid on this Bond under the column headed "Principal Amount Redeemed" on the Table and may enter the then outstanding principal amount of this Bond under the column headed "Cumulative Outstanding Principal Amount" on the Table. Notwithstanding the foregoing, the records maintained by the Trustee as to the principal amount issued and principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount of this Bond for all purposes.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Bond by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Bond; the Revenue and other money and securities pledged to the payment of the principal of and interest on this Bond; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Bond; the rights, duties and obligations of the Agency and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

This Bond is subject to redemption prior to maturity, at the option of the Agency, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

In the event this Bond is called for prior redemption, notice of such redemption shall be given by first-class mail to the Registered Owner hereof at its address as shown on the registration books maintained by the Registrar not less than 10 days prior to the date fixed for redemption, unless waived by the Registered Owner hereof. If this Bond, or any portion thereof, shall have been duly called for redemption and notice of such redemption duly given as provided, then upon such redemption date the portion of this Bond so redeemed shall become due and payable and if money for the payment of the portion of the Bond so redeemed and the accrued interest thereon to the date fixed for redemption shall be held for the purpose of such payment by the Registrar, interest shall cease to accrue and become payable hereon from and after the redemption date.

This Bond is transferable by the Registered Owner hereof in person or by its attorney or legal representative duly authorized in writing at the principal office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond of the same series and maturity and for the same principal amount will be issued to the transferee in exchange therefor. The Agency and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal of and interest due hereon and for all other purposes.

This bond is being issued as fully a registered bond without coupons. This bond is subject to exchange as provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Bond have happened, do exist and have been performed in regular and due time, form and manner; that this Bond does not exceed any constitutional, statutory or charter limitation on indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond as provided in this Resolution.

[The remainder of this page intentionally left blank]

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Bond on the bond register kept by the Registrar
for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this Assignment
must correspond with the name of the
Registered Owner as it appears upon the
face of the within bond in every particular.

Signature Guaranteed By:

Name of Eligible Guarantor Institution as
defined by SEC Rule 17 Ad-15 (17 CFR
240.17 Ad-15)

By: _____
Title: _____

[The remainder of this page intentionally left blank]

SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF SCOTTSBLUFF, NEBRASKA
SCOTTSBLUFF MONUMENT MALL REHABILITATION PROJECT
TAX INCREMENT DEVELOPMENT REVENUE BOND, SERIES 201_**

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

EXHIBIT E

(FORM OF ENHANCED EMPLOYMENT ACT INDEBTEDNESS BOND)

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND THIS BOND MAY NOT BE TRANSFERRED UNLESS THE PROPOSED ASSIGNEE HAS OBTAINED AND PROVIDED TO THE AGENCY, PRIOR TO SUCH TRANSFER AND ASSIGNMENT, AN INVESTOR'S LETTER IN FORM AND SUBSTANCE SATISFACTORY TO THE AGENCY EVIDENCING THE COMPLIANCE WITH THE PROVISIONS OF ALL FEDERAL AND STATE SECURITIES LAWS AND CONTAINING SUCH OTHER REPRESENTATIONS AS THE AGENCY MAY REQUIRE.

THIS BOND MAY BE TRANSFERRED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN RESOLUTION NO. _____ OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SCOTTS BLUFF

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF SCOTTSBLUFF, NEBRASKA
OCCUPATION TAX REVENUE BOND
(SCOTTSBLUFF MONUMENT MALL REHABILITATION PROJECT), SERIES 201_

No. R-1

Up to \$1,816,650.00
(subject to reduction as described herein)

Date of
Original Issue

Date of
Maturity

Rate of
Interest

October 1, 2035

6.50%

| REGISTERED OWNER: [RockStep Scottsbluff, LLC](#)

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE BOND SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA has caused this Bond to be signed by the

manual signature of the Chairman of the Community Development Agency of the City of Scottsbluff, countersigned by the manual signature of the Secretary of the Community Development Agency of the City of Scottsbluff, and the City's corporate seal imprinted hereon.

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF SCOTTSBLUFF,
NEBRASKA**

[S E A L]

By: _____ (manual signature)
Chairman

By: _____ (manual signature)
Secretary

The **COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA** (the “Agency”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Scottsbluff, Nebraska (the “Registrar”), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in **Schedule 1** at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on May 1 and November 1 of each year until payment in full of such Principal Amount, beginning _____, 201_, by check or draft mailed to the Registered Owner hereof as shown on the bond registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner's address as it appears on such bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Bond is issued by the Agency under the Agency of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Agency on _____, 201_, as from time to time amended and supplemented (the “Resolution”).

THE PRINCIPAL AMOUNT OF THIS BOND IS SET FORTH IN SCHEDULE 1

ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS BOND IS \$1,816,650.

IN THE EVENT OF CERTAIN EVENTS OF DEFAULT BY THE REDEVELOPER (AS DEFINED IN THE RESOLUTION), UNDER THE REDEVELOPMENT CONTRACT (AS DEFINED IN THE RESOLUTION), THE PRINCIPAL AMOUNT OF THIS BOND SHALL BE OFFSET AND REDUCED BY THE AMOUNT OF ANY GRANT BY THE AGENCY TO THE REDEVELOPER OF PROCEEDS OF THIS BOND, AS PROVIDED IN THE REDEVELOPMENT CONTRACT.

This Bond is a special limited obligation of the Agency payable as to principal and interest solely from and is secured solely by the Enhanced Employment Act Revenues (as defined in the Resolution) and certain other money, funds and securities pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The Enhanced Employment Act Revenue represents the occupation tax revenues generated and collected under the occupation tax authorized by the Bond Resolution and the Occupation Tax Ordinance in accordance with law.

Reference is hereby made to the Bond Resolution for the provisions, among others, with respect to the collection and disposition of certain tax and other revenues, the special funds charged with and pledged to the payment of the principal of and interest on this Bond, the nature and extent of the security thereby created, the terms and conditions under which this Bond has been issued, the rights and remedies of the Registered Owner of this Occupation Tax Revenue Bond, and the rights, duties, immunities and obligations of the City and the Agency. By the acceptance of this Occupation Tax Revenue Bond, the Registered Owner assents to all of the provisions of the Resolution.

The principal of and interest hereon shall not be payable from the general funds of the City nor the Agency nor shall this Bond constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Agency or of any other party other than those specifically pledged under the Resolution. This Bond is not a debt of the City or the Agency within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Agency, and does not impose any general liability upon the City or the Agency and neither the City nor the Agency shall be liable for the payment hereof out of any funds of the City or the Agency other than the Revenues and other funds pledged under the Resolution, which Revenues and other funds have been and hereby are pledged to the punctual payment of the principal of and interest on this Bond in accordance with the provisions of this Resolution.

The Registered Owner may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed "Principal Amount Advanced" on **Schedule 1** hereto (the "**Table**") and may enter the aggregate principal amount of this Bond then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner may enter the principal amount paid on this Bond under the column headed "Principal Amount Redeemed" on the Table and may enter the then outstanding principal amount of this Bond under

the column headed "Cumulative Outstanding Principal Amount" on the Table. Notwithstanding the foregoing, the records maintained by the Trustee as to the principal amount issued and principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount of this Bond for all purposes.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Bond by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Bond; the Revenue and other money and securities pledged to the payment of the principal of and interest on this Bond; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Bond; the rights, duties and obligations of the Agency and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

This Bond is subject to redemption prior to maturity, at the option of the Agency, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

In the event this Bond is called for prior redemption, notice of such redemption shall be given by first-class mail to the Registered Owner hereof at its address as shown on the registration books maintained by the Registrar not less than 10 days prior to the date fixed for redemption, unless waived by the Registered Owner hereof. If this Bond, or any portion thereof, shall have been duly called for redemption and notice of such redemption duly given as provided, then upon such redemption date the portion of this Bond so redeemed shall become due and payable and if money for the payment of the portion of the Bond so redeemed and the accrued interest thereon to the date fixed for redemption shall be held for the purpose of such payment by the Registrar, interest shall cease to accrue and become payable hereon from and after the redemption date.

This Bond is transferable by the Registered Owner hereof in person or by its attorney or legal representative duly authorized in writing at the principal office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond of the same series and maturity and for the same principal amount will be issued to the transferee in exchange therefor. The Agency and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal of and interest due hereon and for all other purposes.

This bond is being issued as fully a registered bond without coupons. This bond is subject to exchange as provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Bond have happened, do exist and have been performed in regular and due time, form and manner; that this Bond does not exceed any constitutional, statutory or charter limitation on indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond as provided in this Resolution.

[The remainder of this page intentionally left blank]

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Bond on the bond register kept by the Registrar
for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this Assignment
must correspond with the name of the
Registered Owner as it appears upon the
face of the within bond in every particular.

Signature Guaranteed By:

Name of Eligible Guarantor Institution as
defined by SEC Rule 17 Ad-15 (17 CFR
240.17 Ad-15)

By: _____
Title: _____

[The remainder of this page intentionally left blank]

SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF SCOTTSBLUFF, NEBRASKA
SCOTTSBLUFF MONUMENT MALL REHABILITATION PROJECT
OCCUPATION TAX REVENUE BOND, SERIES 201_**

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

EXHIBIT F
TIF PROJECT COSTS*

Redevelopment TIF Project Costs

1. Interior Rehabilitation

<u>TOTAL</u>	<u>\$578,130.00</u>
---------------------	----------------------------

*** TIF Project Costs not used in one category may be used in another category, but the total TIF Project Costs shall not exceed the amount of the TIF Indebtedness.**

EXHIBIT G

LIST OF BUSINESS CLASSIFICATIONS

During the Enhanced Employment Act Period, the business within the Enhanced Employment Act Area shall be classified as follows:

1) **General Retail:** apparel, cosmetics, specialty stores, salons, restaurants, services, and related businesses.

2) **Non-Occupation Tax Retail:** users of space, or kinds of transactions where an occupations tax cannot be imposed pursuant to Section 18-2142.02 of the Nebraska Revised Statutes, as amended, which includes, but is not limited to 1) manufacturers or wholesalers of alcoholic liquor; 2) producers, suppliers, distributors, wholesalers, or importers of motor fuel and/or gasoline; 3) stamping agents engaged in distributing or selling cigarettes at wholesale; 4) the first owner of tobacco products in the state of Nebraska; and 5) the gross receipts from the sale, lease, or rental of and the storage use, or other consumption of food or food ingredients except for prepared food and food sold through vending machines.

3) **Other:** businesses that are not either General Retail or Non-Occupation Tax Retail.

EXHIBIT H

TIMELINE

Anticipated completion for the Main Mall Parcel containing approximately 364,904 square feet of retail space is ~~June~~December, 2017 2018 with the additional one Outlot to be developed as the market demands.

EXHIBIT I

ENHANCED EMPLOYMENT ACT PROJECT COSTS*

Enhanced Employment Act Project Costs

1. HVAC replace and repair	250,000
2. Rehabilitate vacant space for tenants (60,747 Sq. ft.)	2,650,000
3. Roof replacement	<u>1,200,000</u>
	\$4,100,000

TOTAL	NOT TO EXCEED	<u>\$1,816,650.00</u>
--------------	----------------------	------------------------------

*** Enhanced Employment Act Project Costs not used in one category may be used in another category, but the total Enhanced Employment Act Project Costs shall not exceed the amount of the Enhanced Employment Act Indebtedness.**

*** Enhanced Employment Act Project Costs are restricted to eligible and lawful costs and expenses incurred with respect to *only* the Enhanced Employment Act Area and not the greater Redevelopment Project Area.**