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RICHARD W. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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**CITY OF OMAHA PARKING FACILITIES CORPORATION,**  
as Lessor

to

**CITY OF OMAHA, NEBRASKA,**  
as Lessee

**LEASE-PURCHASE AGREEMENT**

Dated as of March 1, 2003

Return Copy to:  
Paul D. Kratz, Esq.  
City of Omaha, Nebraska  
1819 Farnam Street  
Omaha, NE 68183

*MISC*

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## LEASE-PURCHASE AGREEMENT

THIS LEASE-PURCHASE AGREEMENT is made and entered into as of this 1<sup>st</sup> day of March, 2003 by and between CITY OF OMAHA PARKING FACILITIES CORPORATION, a Nebraska nonprofit corporation ("Corporation"), and the CITY OF OMAHA, NEBRASKA, a municipal corporation ("City").

### RECITALS:

Corporation hereby leases to City the property described at Appendix A hereto, together with all improvements of every kind and description, including such buildings, structures, fixtures, equipment and personal property thereon and any property of every kind, whether real or personal, as may, during the term hereof, be situated thereon (the "Project").

**Section 1. Term of Lease.** The term of this Lease-Purchase Agreement (this "Agreement") shall be 30 years beginning as of the date hereof and ending on March 1, 2033 unless sooner terminated or extended as hereinafter provided.

### Section 2. Rental Payments.

(a) **Basic Rent.** City shall pay to Corporation cash Basic Rent in the amounts and on or before the dates shown on Schedule I, which is attached hereto and made a part hereof by this reference. It is the intention of Corporation and City that the Basic Rent herein specified shall be net to Corporation in each year during the term of this Agreement, that all costs, expenses and obligations of every kind (except as otherwise specifically provided in this Agreement) which may arise or become due with respect to the Project during the term of this Agreement shall be paid by City and that Corporation shall be indemnified by City against all such costs, expenses and obligations. Such Basic Rent shall be sufficient to pay, when due, the principal of and interest on the Bonds (as hereinafter defined). In addition to Basic Rent, City agrees to pay as Additional Rent the items set forth below under (b). If any Basic or Additional Rent (collectively, the "Rental Payments") is not paid when due, such rent shall draw interest at the rate of 10% per annum from the due date until paid.

(b) **Additional Rent.** City acknowledges:

(i) that under present law, no part of the Project will be subject to taxation by the State of Nebraska or any political or taxing subdivision thereof; that Corporation has relied on this factor, among others, in making this Agreement but that, if the Project should be subject to taxation, City shall pay such taxes so that the Basic Rent will be net to Corporation;

(ii) that to pay the costs of the Project, as provided in Section 13 hereof, Corporation will issue its Lease Revenue Bonds (OmahaPark Projects) Series 2003A and Series 2003B in the aggregate principal amount of \$27,240,000 (the "Bonds"), payable from the Basic Rent; that First National Bank of Omaha, as trustee ("Trustee"), will serve under the Indenture of Trust dated as of March 1, 2003 between Trustee and Corporation (the "Indenture") under which

the Bonds shall be issued; and that there will be fees and expenses due to Trustee which shall be payable by City; and

(iii) that there will be utility, operation, maintenance and other charges incurred in the use of the Project which shall be paid by City.

Accordingly, City agrees to pay, as Additional Rent, the following:

(A) all taxes and assessments, general and special, levied or assessed with respect to the Project, or any part thereof, during the term hereof, including any taxes due on the commencement of the term hereof, and all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen and unforeseen, and all other utility, operation and maintenance charges incurred in the operation, maintenance and use of the Project, with Corporation promptly forwarding to City any notice, bill or other advice received by Corporation regarding any such taxes, assessments or charges (provided that any failure by Corporation so to forward any such notice, bill or other advice shall not release City from its obligation to pay hereunder);

(B) the fees and expenses of Trustee under the Indenture governing the issuance of the Bonds, with City paying such fees and expenses as statements are rendered by Trustee to City; and

(C) the expenses in connection with any audit or examination of Corporation's records requested by City.

(c) ***Unconditional Obligation.*** The obligations of City under this Agreement are general obligations of City payable from City's General Fund each year of the term of this Agreement on the same basis as operating expenses and other contractual obligations of City. This Agreement is an unconditional obligation of City and is not subject to annual renewal.

**Section 3. Place of Payment and Assignment of Rentals.** All Basic Rent shall be paid directly to Trustee for the benefit of the owner or owners of the Bonds issued by Corporation. Trustee is the assignee of all of Corporation's rights to collect Basic Rent due hereunder, and, as such assignee, Trustee may enforce Corporation's rights hereunder to collect and receive Basic Rent.

City shall have the right at its option, exercisable at any time, to prepay the Basic Rent without prepayment penalty or premium and thereby to terminate this Agreement at any time while not in default of this Agreement upon 30 days' prior written notice to Corporation and the payment by City to Corporation (or to Trustee while the Bonds is outstanding) of an amount sufficient to pay the principal of the then outstanding Bonds, plus any redemption premium due on such Bonds on its first permitted redemption date, plus interest to accrue on such Bonds to such redemption date. In such event, City shall continue to pay Trustee's fees and the Additional Rent items as specified in Section 2(b) hereof until the Bonds is fully paid.

**Section 4. Repairs and Maintenance.** Throughout the term of this Agreement, City shall, at its own expense (but insurance proceeds may be used), put and maintain the Project in good and safe condition and will make or cause to be made all necessary repairs thereto, both interior and exterior, structural and nonstructural, ordinary and extraordinary, however the necessity or desirability for repairs may occur, and whether or not necessitated by fire, flood or other casualty, wear, tear, obsolescence or defects, latent or otherwise. When used in this Section, the term "repairs" shall include all necessary replacements, renewals, alterations and betterments. All repairs made by City shall be at least equal in quality and class to the original work. City shall also, at its own expense, put and maintain in good and safe order, and free from dirt, snow, ice, rubbish and other obstructions or encumbrances, the public sidewalks, gutters and curbs within and adjacent to the Project.

**Section 5. Insurance, Damage or Destruction.**

(a) City shall obtain and keep in force during the term of this Agreement fire and extended coverage insurance with respect to the Project in an amount at least equal to the full insurable value of the Project. The term "full insurable value," as used herein, shall mean the actual replacement value or, at the option of City, any lesser amount which is equal to or greater than the amount of the Bonds then outstanding. Such insurance shall name City, Corporation and Trustee as insureds as their interest may appear. So long as City is not in default hereunder, any loss shall be adjusted by and paid to City. City shall maintain possession of the policies or certificates evidencing such insurance.

(b) Notwithstanding the foregoing, if City shall insure properties similar to the Project by self insurance, City may, at its option, insure the Project, in whole or in part, by means of an adequate self-insurance fund set aside and maintained out of its revenues.

(c) No damage to or destruction of any part of the Project, whether by fire or any other casualty, shall entitle City to terminate this Agreement or to fail to comply with any of its provisions or in any way suspend, abate or reduce the Rental Payments then due or thereafter becoming due under the terms of this Agreement as set forth in Section 2 hereof, unless City shall elect not to replace or restore the Project and shall provide to Trustee funds sufficient to redeem a portion of the Bonds then outstanding in an amount equal to the ratio of the dollar amount of damage to or destruction of the Project to the principal amount of the Bonds then outstanding in accordance with the Indenture.

(d) City shall deliver to the Trustee as named insured at or prior to the issuance of the Bonds a leasehold title insurance policy in the amount of \$27,240,000 insuring that the City has a leasehold interest to the sites of the Project.

**Section 6. Condemnation.** If at any time during the term of this Agreement the whole or any part of the Project, including the leasehold interest of the Corporation therein, shall be taken as a result of the exercise of the power of eminent domain or by private purchase in lieu thereof, such taking shall in no way affect the liability of City to pay the Rental Payments provided in Section 2 hereof and to perform all of the other obligations of City hereunder, and

City shall, at its own expense, comply with all of the requirements in connection with such taking. Proceeds of any such condemnation shall be paid to Corporation and applied on the last unpaid Basic Rent installment for the Project, unless City shall elect to have a portion of the Bonds redeemed in an amount equal to the ratio of the dollar amount of the condemnation award to the principal amount of the Bonds then outstanding, as provided by the Indenture.

**Section 7. Indemnification of Corporation.** City shall indemnify Corporation and any of its officers, directors, agents or employees (collectively, the "Indemnified Parties") against all liabilities, penalties, damages and expenses which may be imposed upon, incurred by or asserted against the Indemnified Parties as a result of (a) City's performance of, or the failure of City to perform, any obligation to be performed by City hereunder; (b) any use or condition of the Project or any part thereof or any public street, alley, sidewalk, curb, passageway or space within or adjacent thereto; (c) any personal injury, including death resulting therefrom, or property damage occurring on or about the Project or any adjacent street, alley, sidewalk, curb, passageway or space; (d) the failure of City to comply with any requirement of any governmental authority; and (e) any construction lien or security agreement filed against the Project or any part thereof.

**Section 8. Corporation's Right of Inspection.** Corporation, its agents and representatives shall have the right to enter upon the Project at any reasonable time for the purpose of inspection.

**Section 9. Alterations, Additions and Improvements.** City shall have the right to make any alterations, additions or improvements to the Project, provided that any such alteration, addition or improvement shall not cause a diminution of the value of the Project. Any alterations, additions or improvements to the Project shall become a part of the Project and be covered by this Agreement. In no event shall Corporation be obligated or required to make any alterations, additions or improvements except as provided in Section 13 hereof.

**Section 10. Use of Premises.** The Project shall be used by City as public parking facilities and other such uses as City shall deem appropriate from time to time; provided, however, that any other use of the Project shall not impair City's use of the Project as public parking facilities.

**Section 11. Subletting.** City may sublet any part of the Project for any public parking uses (including, without limitation, to First National Bank of Omaha, 400 parking spaces for its employees and customers) for a period not extending beyond the term of this Agreement; provided, however, that such subletting may not impair City's use of the Project. Such subletting shall not affect the obligation of City to pay the Rental Payments required under Section 2 of this Agreement.

**Section 12. No Right of Surrender.** City shall have no right or privilege to surrender the Project to Corporation, and City's abandonment of the Project or City's failure or inability to use the Project for any reason at any time shall not relieve City of its obligation to pay the Rental Payments required under Section 2 of this Agreement.

**Section 13. Acquisition of the Project.** Corporation agrees that it will acquire and construct, or cause the acquisition and construction of, the Project, including the acquisition of such improvements and related fixtures, equipment and personal property as are necessary for the Project to constitute public parking facilities suitable for City's use. The acquisition, construction, furnishing and equipping of the Project shall be made in accord with plans and specifications prepared by such Project architects and engineers with such changes as may be made with the approval of City. Corporation shall have no responsibility for the sufficiency of the Project or any part thereof. Corporation agrees to contribute toward the cost of acquisition, construction, furnishing and equipping of the Project such proceeds of the sale of the Bonds as remain after the payment of expenses of issuing the Bonds. Promptly after execution of this Agreement, Corporation will deposit the net proceeds of the sale of the Bonds with Trustee to be disbursed in payment of costs of acquiring, constructing, furnishing and equipping the Project.

A leasehold interest in and to the Project, including any and all buildings, improvements and other property, shall vest in Corporation as such property becomes a part of the Project, and Corporation shall continue to have such interest therein until City has satisfied all of its obligations to Corporation under this Agreement and the Project is conveyed to City.

Upon the completion of the acquisition, construction, furnishing and equipping of the Project, City shall furnish to Corporation a complete description of all property, both real and personal, covered by this Agreement. City hereby confirms Corporation's ownership interest in such property, regardless of whether such property may be initially purchased by Corporation.

Corporation shall have no responsibility to pay any costs of acquiring, constructing, furnishing and equipping the Project in excess of the net proceeds of the sale of the Bonds and other moneys provided by City to Corporation in respect of the Project.

City agrees that no delay, failure or insufficiency, for any reason whatsoever (including, in particular, but without limitation, an insufficiency in the amount of Bonds proceeds to pay the cost of the Project), in the acquisition, construction, furnishing, equipping or operation of the Project or any part thereof, shall entitle City to terminate this Agreement or operate in any way to suspend, abate or reduce the Rental Payments due or to become due under the terms of Section 2 of this Agreement.

Corporation agrees that any and all amounts received by it from any contractor, supplier or other person (or any surety under any bond) by reason of breach of contract, failure of performance, refunds or other adjustments shall be applied toward the costs of the acquisition, construction, furnishing, equipping or repair of the Project.

Corporation agrees to cooperate with City if City should request that Corporation issue its refunding, additional or completion bonds and apply the proceeds thereof to the redemption of the Bonds or to additions to or the completion of the Project, provided that City shall first agree to pay a sufficient additional amount of Rental Payments to provide for the timely payment of such refunding, additional or completion bonds and related costs and expenses.

**Section 14. Termination of Leasehold.** Upon City's having paid all of the Rental Payments and moneys due Corporation hereunder and the termination of this Agreement,

Corporation's leasehold interest in the Project pursuant to the Lease shall terminate, and City shall have title to the Project free and clear of such leasehold interest.

Corporation further covenants and agrees that, after termination of this Agreement, Corporation will donate to City any Bonds proceeds or other moneys provided to Corporation by City in respect of the Project and remaining with Corporation after paying all of its debts and obligations in respect of the Project.

**Section 15. Default.** In the event City defaults in the performance of any of its obligations under this Agreement and such default continues for a period of 30 days after written notice thereof has been given by Corporation to City and Trustee, Corporation may declare this Agreement terminated, and City shall thereupon surrender possession of the Project to Corporation or to the Trustee pursuant to Section 9.03 of the Indenture; provided, however, no such termination or surrender shall operate to relieve City of its obligation to Corporation to pay the Rental Payments due hereunder pursuant to Section 2 hereof, including, but not limited to, the Basic Rent on the dates and in the amounts shown in Schedule I attached hereto. Such remedy shall not be an exclusive remedy.

**Section 16. Donations to City.** City may receive and accept donations from any person, firm, corporation or governmental body to assist in the acquisition, construction, furnishing and equipping of the Project. Any such donations so received by City (where the use is not otherwise specified by the donor) shall be held in trust and used only to satisfy City's obligations under this Agreement and to pay costs of acquiring the Project.

**Section 17. Financing.** City consents to and approves of the issuance by Corporation of the Bonds in two series in the aggregate principal amounts of \$2,400,000 (the "2003A Bonds") and of \$24,840,000 (the "2003B Bonds"), respectively, dated March 1, 2003, on the terms and conditions specified in the Indenture. With respect to the 2003A Bonds, City covenants and agrees for the benefit of Corporation and the holders of the 2003A Bonds that City shall comply with all necessary restrictions of the Internal Revenue Code of 1986, as amended, and the Regulations thereunder (including in particular, but without limitation, as such restrictions apply to the designation and assignment to Union Pacific Railroad Company ("UPRC") of the parking spaces in the "Parking Facility" [as such term is defined by and in accordance with the Parking Lease Agreement entered into on May 8, 2001 by the City and UPRC] financed with the proceeds of the Series 2003B Bonds) to preserve the exclusion of interest on the 2003A Bonds from gross income for purposes of federal income taxation. City has undertaken to provide ongoing disclosure for the benefit of Bondholders pursuant to Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R., § 240.15c2-12), in that certain Letter Agreement to be dated the date of original delivery of the Bonds between the City and the Trustee.

**Section 18. Amendment of This Agreement.** City and Corporation agree that, this Agreement being collateral for the Bonds, no amendment hereto shall be made without the consent of Trustee.

**Section 19. Refund of Sales Tax.** Corporation acknowledges that any refund or rebate of sales or use taxes which it may receive will be attributable to the sales and use tax exemption



of City, and, therefore, Corporation agrees to pay to City any refund or rebate of sales or use taxes attributable to the acquisition of the Project. Corporation agrees to take such action, but at City's expense, as City may request to obtain any such refund or rebate of sales or use taxes. City agrees that any refund or rebate of sales or use taxes which it receives, including amounts remitted by Corporation pursuant to this Section 19, will be used to pay costs of acquiring the Project.

**Section 20. Discrimination.** The contractor shall not, in performance of this contract, discriminate or permit discrimination in violation of federal or state or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.

**Section 21. Authority of Parties.** Each of the parties to this Agreement represents that it has full power and authority to execute, perform and carry out the terms of this Agreement. Execution of this Agreement has been authorized and directed by appropriate resolutions of the Board of Directors of Corporation and an ordinance of the City Council of City.

**Section 22. Compliance With Laws.** Corporation shall comply with all applicable laws, ordinances, rules and regulations in connection with the acquisition of the Project.

**Section 23. Notices.** Any notices required or permitted under this Agreement shall be in writing and shall be sent by certified or registered mail, postage prepaid, return receipt requested, addressed to Corporation at City of Omaha Planning Department, 1819 Farnam Street, Suite 1100, Omaha, Nebraska 68183, Attention: Planning Director and to City at Omaha-Douglas Civic Center, 1819 Farnam Street, Omaha, Nebraska 68183, Attention: Finance Director, or to such other address as a party shall designate. Any notice shall be deemed to have been given at the time it is duly deposited in any United States Post Office.

**Section 24. Waiver.** Any waiver at any time by a party to this Agreement of its rights with respect to a default under this Agreement or with respect to any other matter arising out of or in connection therewith shall not be deemed a waiver with respect to any subsequent default or matter.

**Section 25. No Merger.** Neither this Agreement, the Lease nor any provisions hereof or thereof shall be construed to effect a merger of the leasehold interest of City to the Project site and City's leasehold interest herein.

**Section 26. Benefit.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors or assigns.

**Section 27. Section Captions.** The section captions contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

[SEAL]

ATTEST:

Secretary

CITY OF OMAHA PARKING FACILITIES  
CORPORATION

By

President

[SEAL]

ATTEST:

City Clerk

By

Mayor

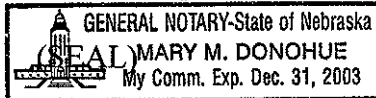
APPROVED AS TO FORM:

City Attorney

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF DOUGLAS    )

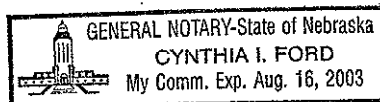
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2003 by  
GARY DEVENY, President, and TIMOTHY O'BRYAN, Secretary, of  
CITY OF OMAHA PARKING FACILITIES CORPORATION, on behalf of Corporation.

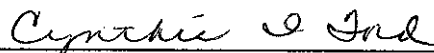
  
\_\_\_\_\_  
Notary Public



STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2003 by  
MIKE FAHEY, Mayor of the CITY OF OMAHA, NEBRASKA, and by BUSTER BROWN,  
City Clerk, of the CITY OF OMAHA, NEBRASKA, on behalf of City.



  
\_\_\_\_\_  
Notary Public

(SEAL)

# SCHEDULE I

## SCHEDULE OF BASIC RENT PAYABLE BY THE CITY OF OMAHA, NEBRASKA

Date	Series 2003A Principal	Series 2003A Interest	Series 2003B Principal	Series 2003B Interest	Fiscal Total (January 1 – December 1)
09/01/2003	\$	\$ 47,008.75	\$	\$ 665,520.00	\$ 712,588.75
03/01/2004	85,000	47,008.75		665,520.00	
09/01/2004		45,946.25		665,520.00	1,508,995.00
03/01/2005	110,000	45,946.25	385,000	665,520.00	
09/01/2005		44,571.25		658,840.25	1,909,877.75
03/01/2006	110,000	44,571.25	395,000	658,840.25	
09/01/2006		43,196.25		651,987.00	1,903,594.75
03/01/2007	120,000	43,196.25	410,000	651,987.00	
09/01/2007		41,696.25		644,873.50	1,911,753.00
03/01/2008	125,000	41,696.25	430,000	644,873.50	
09/01/2008		39,821.25		637,413.00	1,918,804.00
03/01/2009	130,000	39,821.25	450,000	637,413.00	
09/01/2009		37,708.75		626,500.50	1,921,443.50
03/01/2010	140,000	37,708.75	470,000	626,500.50	
09/01/2010		35,258.75		615,103.00	1,924,571.00
03/01/2011	145,000	35,258.75	495,000	615,103.00	
09/01/2011		32,540.00		603,099.25	1,926,001.00
03/01/2012	145,000	32,540.00	520,000	603,099.25	
09/01/2012		29,640.00		590,489.25	1,920,768.50
03/01/2013	150,000	29,640.00	545,000	590,489.25	
09/01/2013		26,640.00		577,273.00	1,919,042.25
03/01/2014	35,000	26,640.00	575,000	577,273.00	
09/01/2014		25,896.25		563,329.25	1,803,138.50
03/01/2015	40,000	25,896.25	605,000	563,329.25	
09/01/2015		25,046.25		548,658.00	1,807,929.75
03/01/2016	40,000	25,046.25	640,000	548,658.00	
09/01/2016		24,196.25		530,706.00	1,808,606.50
03/01/2017	40,000	24,196.25	675,000	530,706.00	
09/01/2017		23,346.25		511,772.25	1,805,020.75
03/01/2018	40,000	23,346.25	715,000	511,772.25	
09/01/2018		22,496.25		491,716.50	1,804,331.25
03/01/2019	45,000	22,496.25	760,000	491,716.50	
09/01/2019		21,450.00		470,398.50	1,811,061.25
03/01/2020	45,000	21,450.00	805,000	470,398.50	
09/01/2020		20,403.75		447,818.25	1,810,070.50
03/01/2021	50,000	20,403.75	850,000	447,818.25	
09/01/2021		19,241.25		423,975.75	1,811,439.00
03/01/2022	50,000	19,241.25	900,000	423,975.75	
09/01/2022		18,078.75		398,730.75	1,810,026.50
03/01/2023	55,000	18,078.75	955,000	398,730.75	
09/01/2023		16,800.00		371,943.00	1,815,552.50

Date	Series 2003A Principal	Series 2003A Interest	Series 2003B Principal	Series 2003B Interest	Fiscal Total (January 1 – December 1)
03/01/2024	55,000	16,800.00	1,010,000	371,943.00	
09/01/2024		15,480.00		343,612.50	1,812,835.50
03/01/2025	60,000	15,480.00	1,070,000	343,612.50	
09/01/2025		14,040.00		313,599.00	1,816,731.50
03/01/2026	60,000	14,040.00	1,135,000	313,599.00	
09/01/2026		12,600.00		281,762.25	1,817,001.25
03/01/2027	65,000	12,600.00	1,200,000	281,762.25	
09/01/2027		11,040.00		248,102.25	1,818,504.50
03/01/2028	70,000	11,040.00	1,270,000	248,102.25	
09/01/2028		9,360.00		212,478.75	1,820,981.00
03/01/2029	70,000	9,360.00	1,345,000	212,478.75	
09/01/2029		7,680.00		174,751.50	1,819,270.25
03/01/2030	75,000	7,680.00	1,425,000	174,751.50	
09/01/2030		5,880.00		134,780.25	1,823,091.75
03/01/2031	80,000	5,880.00	1,510,000	134,780.25	
09/01/2031		3,960.00		92,424.75	1,827,045.00
03/01/2032	80,000	3,960.00	1,600,000	92,424.75	
09/01/2032		2,040.00		47,544.75	1,825,969.50
03/01/2033	85,000	2,040.00	1,695,000	47,544.75	1,829,584.75
TOTAL	<u>\$2,400,000</u>	<u>\$1,446,125.00</u>	<u>\$24,840,000</u>	<u>\$27,089,446.00</u>	<u>\$55,775,571.00</u>

## APPENDIX A

### LEASEHOLD PROPERTY DESCRIPTION

#### OmahaPark Eight Project, including Pedestrian Tunnel

Lots 1 through 8, Block 90, Original City of Omaha, Douglas County, Nebraska

A PORTION OF THE DODGE STREET RIGHT-OF-WAY (HIGHWAY 6), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 90, ORIGINAL CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA; THENCE SOUTH 89°59'01" EAST ALONG THE SOUTH LINE OF SAID BLOCK 90, A DISTANCE OF 5.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°59'01" EAST ALONG SAID SOUTH LINE OF BLOCK 90, A DISTANCE OF 27.66 FEET; THENCE SOUTH 0°00'00" WEST, A DISTANCE OF 29.83 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 383.53 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 8.54 FEET; THENCE SOUTH 48°00'00" WEST, A DISTANCE OF 14.09 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 170.23 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 52.53 FEET TO A POINT ON THE NORTH LINE OF BLOCK 105, OF THE AFORESAID ORIGINAL CITY OF OMAHA; THENCE SOUTH 89°51'30" WEST ALONG SAID NORTH LINE OF BLOCK 105, A DISTANCE OF 24.00 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 52.59 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 2.00 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 2.00 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 1.86 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 24.00 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 1.66 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 137.19 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 8.04 FEET; THENCE NORTH 45°00'00" EAST, A DISTANCE OF 13.38 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 394.40 FEET; THENCE NORTH 00°00'59" EAST, A DISTANCE OF 5.84 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 18,579 SQUARE FEET, MORE OR LESS.

#### OmahaPark One Project

Lots 5 through 8, Block 106, Original City of Omaha, Douglas County, Nebraska

#### OmahaPark Three Project

All Lots 5, 6 and 7, Block F, Original City of Omaha, Douglas County, Nebraska