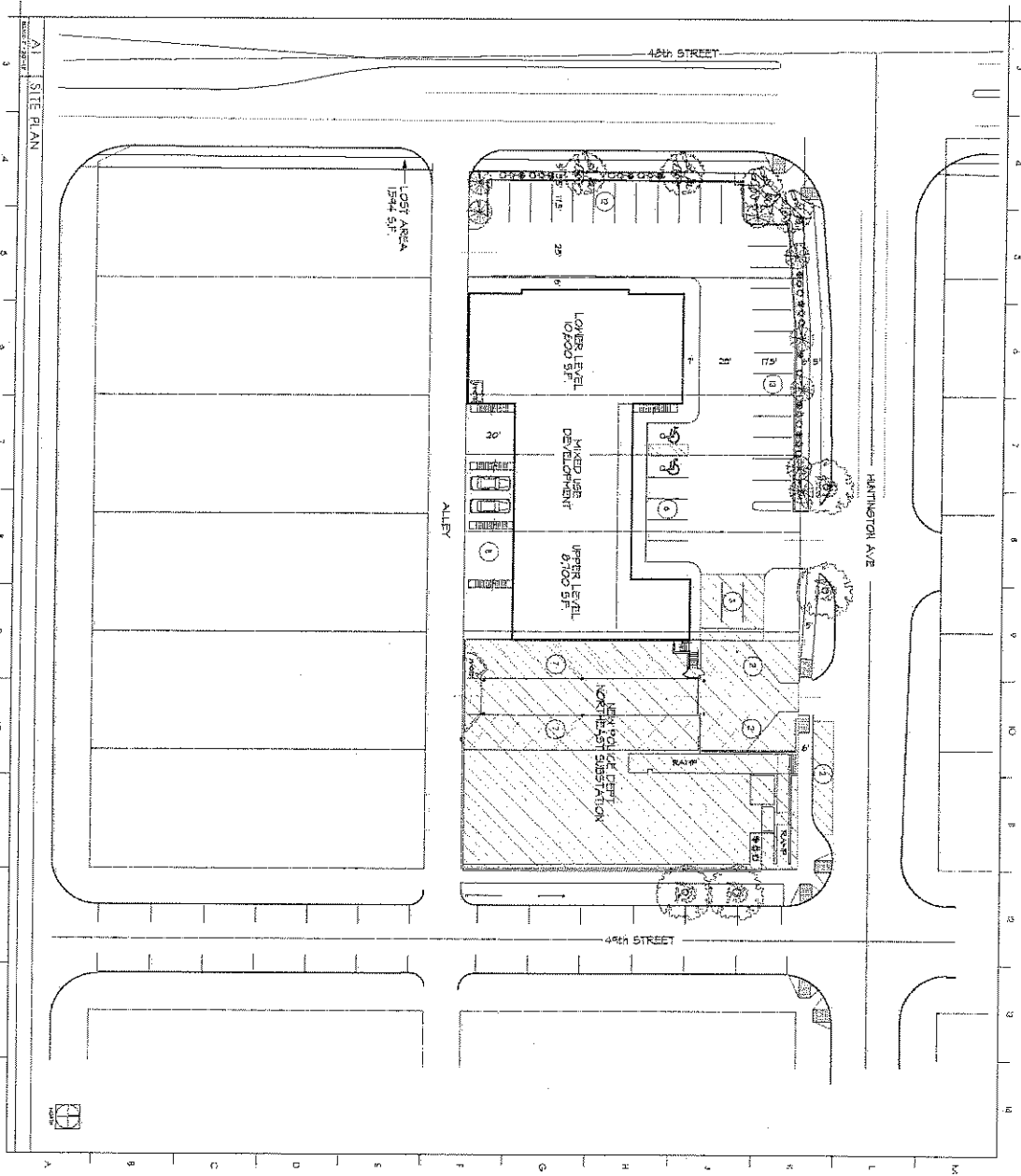


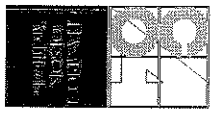
Exhibit B

Site Plan



CHAMPION OLSON
ARCHITECTS
200 WEST 10TH STREET, SUITE 1000, LINCOLN, NE 68502

LINCOLN POLICE DEPT.
NORTHEAST SUBSTATION
49th & Huntington
Lincoln, Nebraska

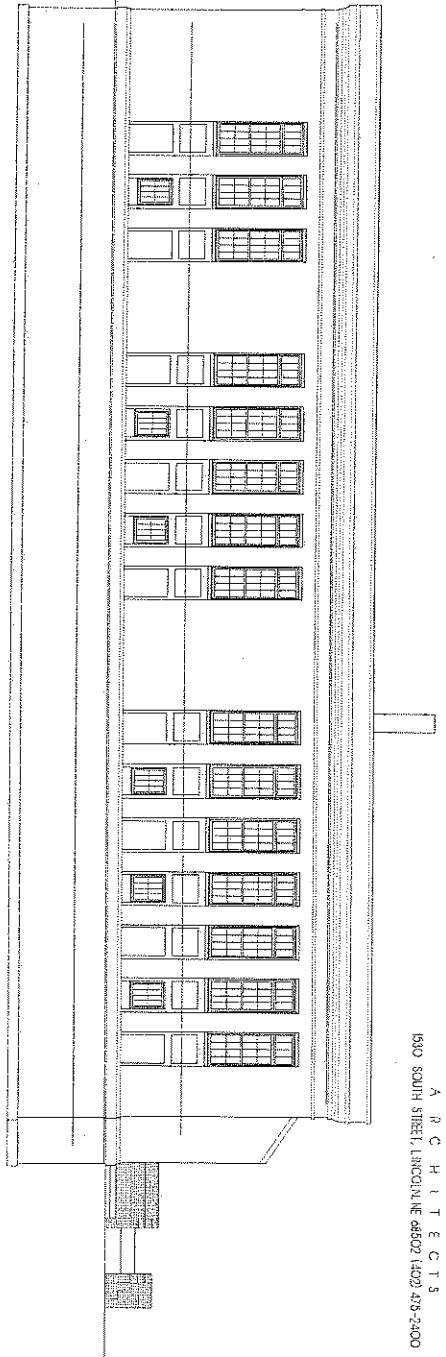


Scale: 2 MM = 1' 0"
Project: 2000-10-10
Date: 10/10/00

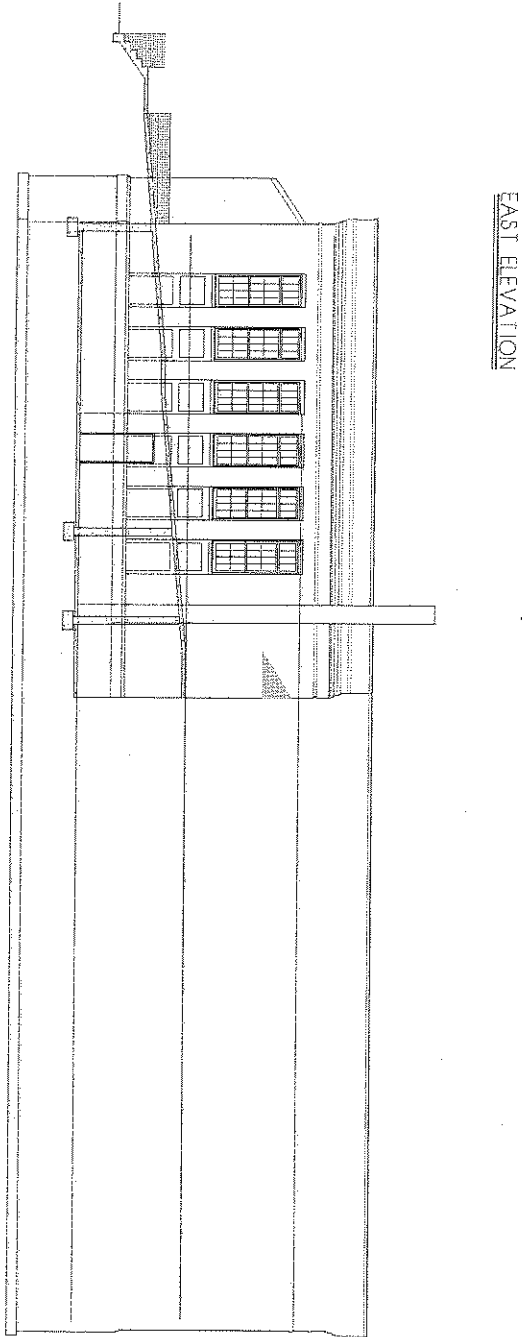
A-1

Exhibit C

Schematic Drawings

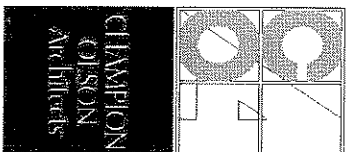


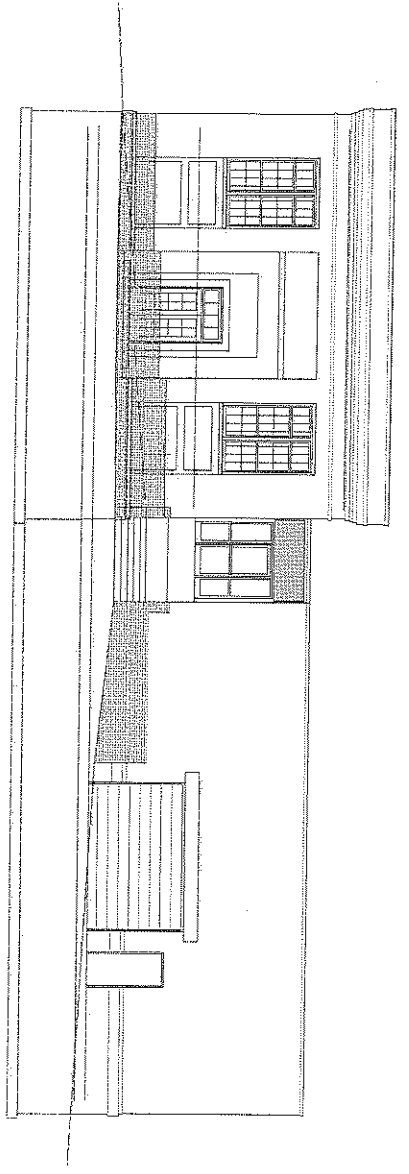
CHAMPION OLSON
ARCHITECTS
1530 SOUTH STREET LINCOLN, NE 68502 (402) 479-2400



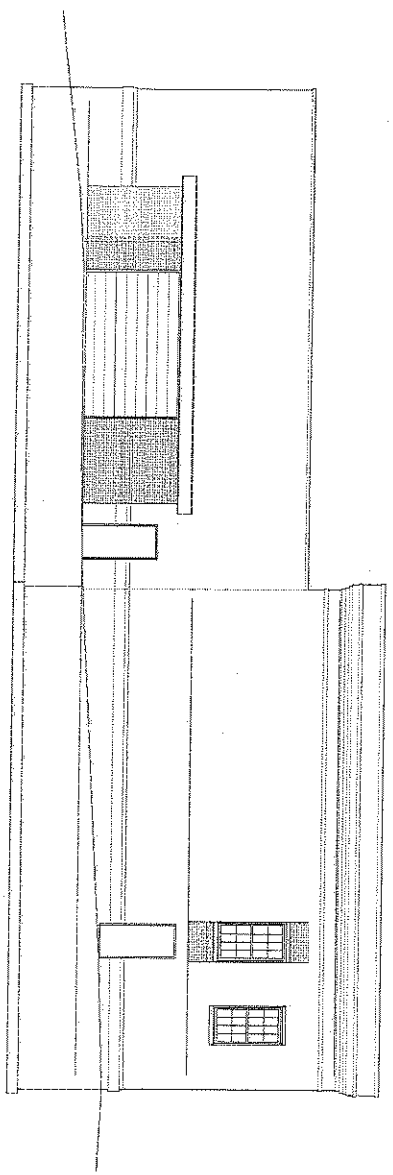
LINCOLN POLICE DEPARTMENT
NORTHEAST SUBSTATION PROP
49th & Huntington Streets, Lincoln, Nebraska

Scale: 1/16" = 1'-0"
Date: 8 MAR 06
Project: 03005.tbp
Dwg: tbp005p.dgn





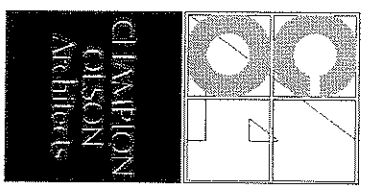
NORTH ELEVATION

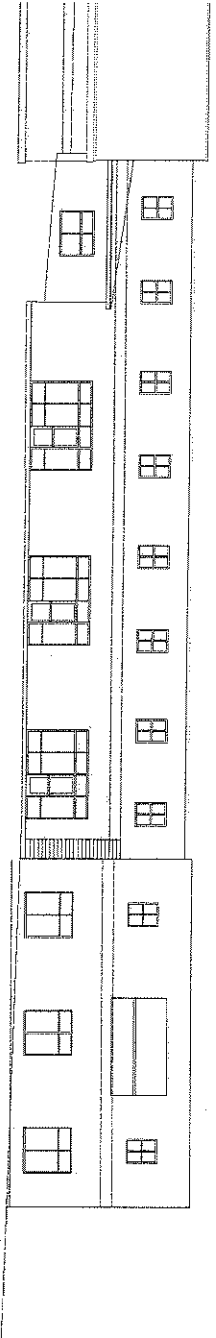


SOUTH ELEVATION

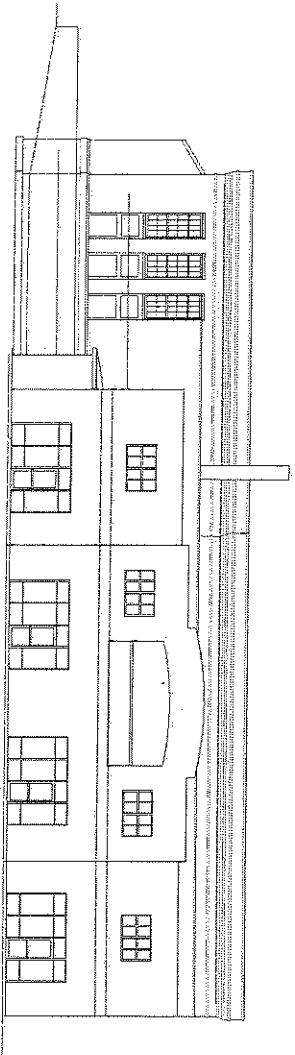
LINCOLN POLICE DEPARTMENT
NORTHEAST SUBSTATION PROP
49th & Huntington Streets, Lincoln, Nebraska

Scale: 1/8" = 1'-0"
Date: 8 MAR 06
Project: 03005.tbp
Dwg: tbp0050.dgn

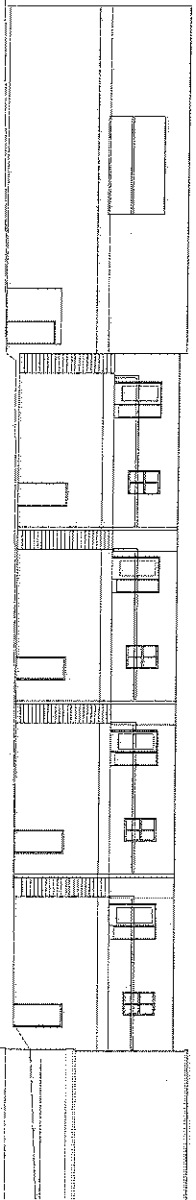




NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION

MIXED USE REDEVELOPMENT
ELEVATIONS
49th & Huntington Streets, Lincoln, Nebraska

Scale: 1/16" = 1'-0"
Date: 8 MAR 06
Project: 03005.tfp
Dwg: 1bpo5p.dgn

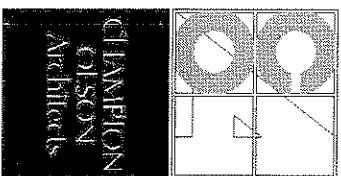


Exhibit D

PUBLIC IMPROVEMENTS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Kinport Corporation, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of one dollar and other valuable consideration, duly paid, the receipt whereof is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed, does hereby GRANT, REMISE AND RELINQUISH unto the **CITY OF LINCOLN, NEBRASKA, a municipal corporation**, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to construct, reconstruct, maintain operate, and replace roadway improvements, underground utilities, and related improvements and appurtenances thereto (collectively Public Improvements") belonging, over and through the following described real property, to-wit:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT 6 A DISTANCE OF 10.45'; THENCE NORTHWESTERLY DEFLECTING 149°02'10" LEFT A DISTANCE OF 5.76', TO A POINT LOCATED 5.50' EAST OF THE WEST LINE OF SAID LOT 6; THENCE NORTHERLY AND PARALLEL TO SAID WEST LINE, DEFLECTING 59°16'20" RIGHT A DISTANCE OF 125.92'; THENCE NORTHEASTERLY DEFLECTING 34°26'27" RIGHT A DISTANCE OF 16.08', TO A POINT ON THE NORTH LINE OF SAID LOT 6; THENCE WESTERLY ON SAID NORTH LINE DEFLECTING 124°39'41" LEFT A DISTANCE OF 14.58', TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE SOUTHERLY ON THE WEST LINE OF SAID LOT 6, DEFLECTING 89°46'47" LEFT, A DISTANCE OF 142.10' TO THE POINT OF BEGINNING, SAID TRACT CONTAINING AN AREA OF 848.87 SQUARE FEET.

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, NEBRASKA, its successors and assigns, so long as such Public Improvements shall be maintained for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, operating and replacing said Public Improvements and appurtenances thereto, located thereon, in whole or in part, at the will of Grantee, it being the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use and enjoy the above described property for any purpose except the construction thereon of permanent buildings, parking areas and driving isles, subject only to the right of Grantee to use the same for purposes herein expressed, and subject to any prior leases, easements and restrictions of record heretofore granted to other parties.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, we have hereunto set our hands this 22 day of March, 2006.

KINPORT CORPORATION, a Nebraska
corporation

By: [Signature]
Title: President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 22 day of March, 2006 by Robert E. Scott, as President of Kinport Corporation, a Nebraska corporation, on behalf of the corporation.

Leo Glass
Notary Public

(Seal)

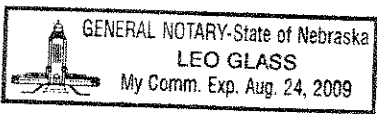


Exhibit E

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2006, by and between **Kinport Corporation**, a Nebraska limited partnership ("Kinport"), and the **City of Lincoln, Nebraska** a municipal corporation in the State of Nebraska ("City").

RECITALS

1. The City is the owner of the real estate more particularly described as Parcel 1 on Attachment "A", which is attached hereto and incorporated herein by this reference ("City Property").
2. Kinport is the owner of real estate more particularly described as Parcels 2 and 3 on Attachment "A", ("Kinport Property").
3. In order to accommodate the Construction Schedule for planned improvements on the Kinport Property, the parties are mutually desirous of entering into this Agreement.

NOW, THEREFORE, in consideration of, and based on, the foregoing Recitals and the mutual promises and agreements set forth below, the parties agree as follows:

I. Right of Entry

- a. In consideration of the mutual benefits and obligations of this Agreement, City hereby grants a right of entry from City to Kinport for the City Property for the following purposes and no others:
 1. Topographical Survey, including locating boundaries, markers, utilities and improvements as well as grade and other pertinent details related to the City's planned improvements.
 2. Geotechnical Soil Sampling, including boring and other sampling or testing of surface and subsurface materials, to determine soil conditions and physical characteristics and other pertinent details related to the City's planned improvements; Provided, that environmental testing shall only be done as provided in subsection 3 of this paragraph.
 3. Phase 1 environmental site assessment, including a site visit and determination of site background and operating history by observation, inquiry, photos and otherwise in conformance with the American Society for Testing and Materials (ASTM) E 1527-97, Standard Practice for Environmental Site Assessment Processes; Provided that Phase 2 sampling or testing may be conducted on the Property with prior written approval of the parties.
 4. Site grading, drainage, public and private utilities and preparation for the improvements and buildings as shown or anticipated in the Redevelopment Agreement between Kinport and the City involving the City Property and Kinport Property.
 5. Construction of footings, foundations and related improvements as shown or anticipated in the Redevelopment Agreement to facilitate the construction and opening of the mixed-use building(s) on the City Property and Kinport Property.
 6. Storage of material and equipment on the City Property that will be used to construct the improvements and building as described above.
- b. In consideration of the Right of Entry above Kinport agrees to provide to the City at no cost the final version, if any, of: 1) topographical surveys; and 2) a geographical report including boring summaries and Phase 1 or 2 ESA reports.
- c. It is understood and agreed that Kinport shall not be liable for trespass or any other damages or taking of any kind arising out of entering on to the property for the purposes provided herein, except to the extent caused by negligence or willful misconduct of Kinport, its agents or employees.
- d. Kinport shall require its contractor or any subcontractors thereof to carry Contractor's Public Liability and Property Damage Insurance as specified in the City of Lincoln Municipal Code of City of Lincoln Standard Specifications for Municipal Construction, where applicable. Where applicable and feasible, City will be listed as an additional insured for work related premises or property owned by the City and related thereto, Kinport and the City expressly waive all rights and claims including claims they may have against the other, their subsidiaries and affiliates for any loss or damage covered by such insurance.

II. Indemnification.

- a. Indemnification by Kinport. Kinport agrees to indemnify and hold City harmless against, and will reimburse City upon demand for, and payment, loss, cost or expense (including reasonable attorney's fees) made or incurred by or asserted against City in respect of any and all damages or deficiencies resulting from any omission, misrepresentation, breach of warranty, or non fulfillment of any term, provision, covenant or agreement on the part of Kinport contained in this Agreement.
- b. Indemnification by City. City agrees to indemnify and hold Kinport harmless against, and will reimburse Kinport upon demand for, any payment, loss, cost, or expense (including reasonable attorney's fees) made or incurred by or asserted against Kinport in respect of any and all damages or deficiencies resulting from any omission, misrepresentation, breach of warranty, or non fulfillment of any term, provision, covenant or agreement on the part of the City contained in this Agreement.
- c. Conditions of Indemnification. With respect to any actual or potential claim, any written demand, commencement of any action, or the occurrence of any other event which involves any matter or related series of matters ("Claim") against which a party hereto is indemnified (Indemnified Party) by another party ("Indemnifying Party") under Sections II(a) or II(b) hereof:
 1. Promptly after the Indemnified Party first receives written documents pertaining to the Claim, or if such Claim does not involve a third party Claim, promptly after the Indemnified Party first has actual knowledge of such Claim, the Indemnified Party shall give notice to the Indemnifying Party of such Claim in reasonable detail and stating the amount involved, if known, together with copies of any such written documents; and
 2. If the Claim involves a third party Claim, then the Indemnifying Party shall have the right, at its sole cost, expense and ultimate liability regardless of outcome, through counsel of its choice, to litigate, defend, settle, or otherwise attempt to resolve such Claim, except that the Indemnifying Party may elect, at any time and at the Indemnified Party's sole cost, expense and ultimate liability, regardless of outcome, and through counsel of its choice, to litigate, defend, settle or otherwise attempt to resolve such Claim. If the Indemnified Party so elects (for reasons other than Indemnifying Party's inability, failure or refusal to provide a defense to such Claim), then the Indemnifying Party shall have no obligation to indemnify the Indemnified party with respect to such Claim. In any event, all parties hereto shall fully cooperate with any other party and their respective counsel in connection with any such litigation, defense, settlement or other attempt at resolution.

III. Restoration Work.

In the event (i) Kinport and the City do not execute the anticipated Redevelopment Agreement and (ii) there is not a transfer of the City Property to Kinport pursuant to the Redevelopment Agreement on or before June 15, 2006, then City shall have an option expiring on September 15, 2006 to require Kinport, at Kinport's expense, to (collectively "Restoration Work"):

1. Remove from the City Property any or all footings, foundations, materials, equipment, utilities and improvements installed or placed by Kinport upon the City Property; and
2. Remove, fill and repair any and all trenches, holes, mounds or piles on the City Property and restore the City Property to its prior clean and safe condition.

City shall deliver Kinport written notice prior to September 15, 2005 of any Restoration Work and Kinport, at Kinport's expense, agrees to complete said Restoration Work within thirty (30) days (weather permitting) of City's written notice to Kinport. Written notice to Kinport shall be delivered to

Will Scott
Kinport Corporation
720 O Street
Lincoln, Nebraska 68508

and

Robert Scott
Kinport Corporation
720 O Street
Lincoln, Nebraska 68508

IV. Severability.

If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Agreement inoperative, unenforceable or invalid.

V. Construction.

The parties hereto acknowledge and agree that each party has participated in the drafting of this Agreement and that this document has been reviewed by the respective legal counsel for the parties hereto and that no inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

VI. Authority.

This Agreement has been duly executed and delivered by the parties and constitutes a legal, valid and binding obligation of each party, enforceable against the same in accordance with its terms. City is the owner of the Property and no other persons have any interest in such real estate which would detrimentally affect Kinport's ability to use the Right of Entry for the purposes stated herein.

VII. Integration and Amendments.

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended or modified only in writing signed by both Parties.

Executed by the City ____ day of _____, 2006.

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation,

City Clerk

Coleen J. Seng, Mayor

Executed by Kinport Corporation on 22 day of March 2006.

KINPORT CORPORATION, a Nebraska
corporation

By: _____

Title: President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____ 2006, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the municipal corporation.

Notary Public

(Seal)

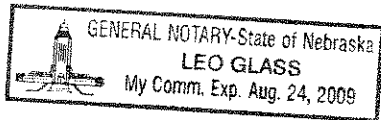
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 22 day of March 2006, by Robert E. Scott, as President of the Kinport Corporation, a Nebraska corporation, on behalf of the corporation.

Leo Glass

Notary Public

(Seal)



Legal Descriptions

Parcel 1—City of Lincoln: W1/2 Lot 4 & All Lots 5 & 6, Block 95, University Place, Lincoln, Lancaster County, Nebraska

Parcel 2—Kinport Corporation: Lot 3 & E1/2 Lot 4, Block 95, University Place, Lincoln, Lancaster County, Nebraska

Parcel 3--Kinport Corporation: Lots 1 & 2, Block 95, University Place, Lincoln, Lancaster County, Nebraska

Attachment "A"

Exhibit F

Uses and Sources of Funds

COMBINED TIF 48th & Huntington Redevelopment Project

USES FUNDS	Line Description	Project #1 Mixed Use	Project #2 Police Sub	Combined Project
CITY USES	1 Acquisition and Demolition of Northeast Printer	\$ 325,449.00		\$ 325,449.00
	5 Buy down for NE Team LPD Lease		\$ 393,843.00	\$ 393,843.00
	6 Site Improvements/ Environmental Audits / Power line burial / Public	\$ 20,723.00	\$ 35,000.00	\$ 55,723.00
	9 City Uses Total	\$ 346,172.00	\$ 428,843.00	\$ 775,015.00
	REDEVELOPER USES			
11 Acquisition of Telephone bidq	\$ 100,000.00	\$ 408,000.00	\$ 408,000.00	
12 Acquisition of House	\$ 2,225,246.00		\$ 2,225,246.00	
14 Renovation / Construction / Soft Cost / Impact Fees / Site Prep / Power	\$ 2,325,246.00	\$ 1,424,035.00	\$ 3,749,281.00	
17 Subtotal	\$ 1,832,035.00	\$ 1,832,035.00	\$ 3,664,070.00	
18 1.5% Loan Origination	\$ 34,278.69	\$ 27,480.53	\$ 61,759.22	
21 Redeveloper Uses Total	\$ 2,359,524.69	\$ 1,859,515.53	\$ 4,219,040.22	
	Project Uses Total	\$ 2,705,696.69	\$ 2,288,358.53	\$ 4,994,055.22
SOURCES OF FUNDS				
CITY SOURCES	Line Description	Project #1 Mixed Use	Project #2 Police Sub Station	Combined Project
	1 Tax Increment Financing			\$
	3 LPD Reappropriation Fund			\$
	4 Land Acquisition Funds			\$
	6 City Sources Total			\$
REDEVELOPER				
8 City Uses Total			\$	
9 Private Equity and Debt			\$	
10 Redeveloper Sources			\$	
11 City Sources			\$	
12 Project Sources Total			\$	
13 Leverage			\$	
			\$ 5.44 Private dollars for every \$1.00	