

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT is made this _____ day of _____, 2008, by and between **UNF CHARITABLE GIFT FUND**, a Nebraska nonprofit corporation (hereinafter "UNFCGF") and the **CITY OF LINCOLN**, a political subdivision of the State of Nebraska (hereinafter "City"). The parties hereby agree as follows:

WHEREAS, UNFCGF is an exempt public charity qualifying under I.R.C. § 501(c)(3) public charity that exists to raise and manage private donations for the support of charitable, educational, scientific and literary purposes, including but not limited to charitable purposes benefiting the City, the State of Nebraska, and the University of Nebraska; and

WHEREAS, the City is engaged in ongoing efforts to encourage community and economic development; and

WHEREAS, 2015 Vision is a group of civic and business leaders who seek to improve the City by creating and expanding opportunities for education, research, arts, culture and recreation through community revitalization and economic development; and

WHEREAS, the City and 2015 Vision have evaluated the feasibility of redeveloping an area located generally west of downtown Lincoln as outlined in the City's West Haymarket Redevelopment Project – Invitation for Redevelopment Proposals (IFRP); and

WHEREAS, the redevelopment of West Haymarket may include public and private amenities including but not limited to a multi-purpose arena (hereinafter the "Arena"), convention center and exhibit space, hotel and lodging facilities, retailing opportunities, office and services space, residential units, and public recreation and sports fields, (hereinafter collectively the "Project"); and

WHEREAS, the City must complete background studies related to the Project to provide the technical foundation necessary to continue the City's exploration of how to redevelop and enhance the long-term economic viability of West Haymarket in order to generate the environmental, infrastructure, transportation, financial, and other pertinent data necessary to aid elected officials, other governmental entities, and the community in their review of the Project; and

WHEREAS, under Resolution No. A-84680 (attached as Exhibit "A") enacted by the City Council of Lincoln, Nebraska on January 17, 2008, the City Council did appropriate One Million Two Hundred Thousand and no/100 Dollars (\$1,200,000.00) to study the implementation and integrated redevelopment of the Project; and

WHEREAS, UNFCGF has received certain charitable contributions designated to support charitable elements of certain community redevelopment aspects of the Project, more particularly the Arena and related amenities; and

WHEREAS, UNFCGF believes the Project will provide economic, cultural and geophysical benefits for the City and surrounding environs and will also benefit the University of Nebraska-Lincoln and its colleges, departments and programs; and

WHEREAS, the City seeks additional funding to more thoroughly engage in study and design elements related to the Project; and

WHEREAS, UNFCGF is willing to pledge funding to be utilized for interim financing to allow the City to incur design, engineering and feasibility study expenses related to the charitable elements of the Project; and

WHEREAS, UNFCGF will, under certain conditions described below, agree to forego repayment of such funding.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Subject to Paragraph 3 below, UNFCGF pledges to provide funding of up to One Million, Six Hundred Fifty Thousand and no/100 Dollars (\$1,650,000.00) (the "Pledge") for the City to carry out preliminary design, engineering, and feasibility studies related to the charitable elements of the Project more particularly described in Paragraph 2 below.
2. The Pledge may be used for expenses related to:
 - a.) Preliminary architectural design services relating to the Arena;
 - b.) Traffic, pedestrian, parking, railroad, and other transportation studies including design and engineering services relating to necessary road, railroad relocation and reconstruction and other infrastructure improvements to provide access to the Arena and public recreation and sports fields;
 - c.) Design and placement of public recreation and sports fields in West Haymarket; and
 - d.) Geotechnical and environmental assessments, testing and investigation of West Haymarket to determine the suitability of the property for redevelopment, the identification of existing environmental hazards, if any, and analysis or necessary steps for remediation of same.

3. The Pledge is conditional on additional appropriations from the City in the minimum amount of One Million, Two Hundred Thousand and no/100 Dollars (\$1,200,000.00) for additional design and feasibility costs relating to the redevelopment of the West Haymarket, specifically in the areas of integrated plan development and management; design costs of a proposed convention center; further soils, geotechnical and archeological assessment; regulatory coordination; urban design and historic preservation review; design and engineering related to construction and/or relocation of public utilities; feasibility studies regarding the redevelopment of Pershing Auditorium; and costs related to development of financing mechanisms for the redevelopment, including the issuance of bonds.
4. The Pledge may not be used for any costs or expenses incurred by the City for the uses described in Paragraph 3 above.
5. The Pledge shall be payable by UNFCGF to the City from time to time in increments as requested by the City Finance Director, with not less than five (5) days' advance written notice.
6. Not less than once each calendar quarter, the City shall deliver a written certification to UNFCGF certifying the use of funds advanced for the purposes stated herein. Further, the books and records of the City with respect to the Pledge shall be open and available for inspection by UNFCGF upon reasonable request.
7. In the event that public financing of the Project is authorized by a vote of the general electorate of the City of Lincoln (hereinafter the "Election"), the City unconditionally promises to repay the Pledge without interest thereon under the following terms and conditions:
 - a.) All principal shall be due and payable in full on or before the date one hundred twenty (120) days following the certification of the Election.
 - b.) Nothing herein shall prevent prepayment of all or a portion of the balance due at any time. Time is of the essence hereunder.
8. Notwithstanding any other provision herein, in the event the Election fails to authorize public funding of the Project or if other funding sources for the Project acceptable to the City at its sole discretion are not otherwise determined by December 31, 2009, the Pledge shall be considered a charitable grant to the City, no repayment shall be required, and UNFCGF shall forgive all principal otherwise due herein.
9. Either party may assign its interest in this Agreement, in whole or in part, only with the written consent of the other party, provided that written notice of the

Assignment is given to all parties stating the nature of the Assignment and stating the obligations of this Agreement assumed by the Assignee. Unless all parties consent in writing to such assignment, the Assignor shall not by virtue thereof be released from any liability under the terms and conditions of this Agreement.

10. All notices to be given with respect to this Agreement shall be in writing. Each notice may be made by personal delivery or regular United States Mail to the parties to be notified at the addresses set forth below or at such other addresses as any party may from time to time designate in writing.

City: City of Lincoln, Nebraska
Attn: Don Herz, Finance Director
555 South 10th Street
Lincoln, NE 68508

UNFCGF: UNF Charitable Gift Fund
Attn: Corporate Secretary
PO Box 82555
Lincoln, NE 68501-2555

11. All rights and remedies of the parties hereunder or in connection with this Agreement shall be cumulative and none shall be exclusive of any other remedies allowed by law.
12. This Agreement may be modified or amended only in writing duly authorized and executed by UNFCGF and the City.
13. If any noneconomic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
14. Each undersigned party will, whenever it shall be reasonably requested to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each of the undersigned parties shall cooperate in good faith with the other and shall do any and all other acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

15. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.
16. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.
17. This Agreement contains the entire agreement of the parties. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.
18. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
19. All aspects of this Agreement shall be governed by the laws of the State of Nebraska.
20. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Pledge and Loan Agreement as of the date written above.

UNF CHARITABLE GIFT FUND, a Nebraska nonprofit corporation

By: _____

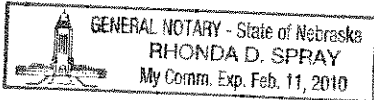
Title: _____

CITY OF LINCOLN, a political subdivision of the
State of Nebraska

By: _____
Chris Beutler, Mayor of Lincoln

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 1st day of May, 2008, by Keith D. Miles, VP + Gen. Counsel, on behalf of the UNF CHARITABLE GIFT FUND, a Nebraska nonprofit corporation.



Rhonda D. Spray
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Chris Beutler, Mayor of the City of Lincoln, on behalf of the CITY OF LINCOLN, a political subdivision of the State of Nebraska.

Notary Public

Exhibit "A"

Lincoln City Council Resolution No. A-84680



08R-13

Introduce: 1-7-08

RESOLUTION NO. A- 84680

1 WHEREAS, Resolution No. A-84483, adopted by the City Council of Lincoln,
2 Nebraska on August 20, 2007, adopted the fiscal year 2007-2008 annual budget for the City of
3 Lincoln and further adopted the Capital Improvement Program attached to Resolution No. A-
4 84483 as Schedule No. 5; and

5 WHEREAS, Resolution No. A-84483 appropriated all money received or to be
6 received from the County of Lancaster, the State of Nebraska, or the United States, as well as
7 from any grants, donations, or contributions received for public purposes and the interest
8 thereon notwithstanding any sum limitation set forth in the annual budget; and

9 WHEREAS, the City of Lincoln has adopted the West Haymarket
10 Redevelopment Project (including a new area) as an approved project within the Lincoln Center
11 Redevelopment Plan; and

12 WHEREAS, a capital improvement project for the West Haymarket
13 Redevelopment Project was not included within Schedule No. 5 of the Annual Budget as a
14 capital improvement project to be funded in fiscal year 2007-2008; and

15 WHEREAS, the City desires to amend project 070600000351, Arena
16 Improvements or Replacement, in the second year (2008-2009) of the Fiscal Year 2007-2008 –
17 2012-13 Six Year Capital Improvement Program (CIP) to move funding to the first year (2007-
18 2008) of the CIP, identify funding sources, establish a project for the West Haymarket
19 Redevelopment Project area and its environs, and establish appropriations for that project; and

20 WHEREAS, Article IX-B Section 7 of the Lincoln City Charter states that, "The
21 [city] council shall not appropriate any money in any budget for any capital improvements
22 project unless and until the conformity or non-conformity of the project has been reported on by
23 the Planning Department by special report or in connection with the Capital Improvements

1 Programming process.” The Charter definition of “Planning Department” includes the Planning
2 Commission; and

3 WHEREAS, the Lincoln City-Lancaster County Planning Commission has
4 reviewed the West Haymarket Redevelopment Project for conformity or nonconformity with the
5 Comprehensive Plan as a capital improvement project as part of the review of amendments to
6 the Lincoln Center Redevelopment Plan approved by Resolution No. A-84603; and

7 WHEREAS, the Planning Commission found the proposed West Haymarket
8 Redevelopment Project to be in conformity with the Comprehensive Plan.

9 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
10 Lincoln, Nebraska:

11 That the implementation of the West Haymarket Redevelopment Project to
12 include studies, services, and other items such as flood plain analysis and stormwater analysis,
13 wetlands delineation evaluation, facilities design, soils, geotechnical, and archeological
14 assessment, procurement assistance, regulatory coordination, traffic, pedestrian, parking and
15 other transportation studies, urban design and historic preservation review, program
16 management, financing options, land purchases and related tasks, utility plans, and structure
17 reuse, is hereby established as a capital improvement project within the Capital Improvement
18 Program.

19 BE IT FURTHER RESOLVED that the Capital Improvement Program on
20 Schedule 5 of Resolution No. A-84483 be amended by adding the West Haymarket
21 Redevelopment Project to the Finance Department’s list capital of improvement projects on
22 page F-1 of Schedule 5.

23 BE IT FURTHER RESOLVED that the City Council hereby appropriates and
24 directs the Finance Director to make the necessary adjustments to the annual budget in the
25 amount of \$2,850,000. to designate \$500,000 from the Municipal Infrastructure Redevelopment

AMENDED 1/14/08

1 Fund (MF), \$100,000 from Advance Acquisition (AQ), \$600,000 from ~~the 2005 Stormwater Bond~~ ^{City (OF)}
2 ~~Issue Interest Earnings (GO), and \$1,650,000 from~~ ^{private} Other Funding (OF), for this West
3 Haymarket Redevelopment Project.

Introduced by:

AYES: Camp, Cook, Emery,
Eschliman, Marvin, Spatz, Svoboda;
NAYS: None.

Approved as to Form & Legality:

City Attorney

Approved this 17 day of Jan, 2008:

Mayor

ADOPTED
JAN 14 2008
BY CITY COUNCIL