

**REAL ESTATE PURCHASE AGREEMENT**  
(Trabert Hall)

This Real Estate Purchase Agreement (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between CenterPointe, a Nebraska nonprofit corporation (“Buyer”), and Lancaster County, Nebraska, a political subdivision of the State of Nebraska (“Seller”).

NOW THEREFORE, in consideration of the mutual recitals and covenants of the parties herein, it is mutually agreed as follows:

1. **Property.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the real estate (as defined in Neb. Rev. Stat. § 76-201) commonly known as Trabert Hall located at 2202 S. 11<sup>th</sup> Street, Lincoln, NE and legally described as follows:

Lot Three (3), Saint Francis 1<sup>st</sup> Addition, an addition to the  
City of Lincoln, Lancaster County, Nebraska (the “Property”).

The parties agree that the sale of the Property includes all fixtures, equipment and building systems permanently attached to the Property. The legal description and ownership of the Property shall be confirmed by the title insurance commitment and the Survey described in Section 5 below once Buyer obtains such title insurance commitment and Survey.

2. **Price and Payment.** Buyer agrees to pay Seller a price of Four Hundred Thousand and No/100 Dollars (\$400,000.00) (the “Purchase Price”), as follows:

- A. **Earnest Deposit.** Upon execution of the Agreement by Buyer, Buyer shall pay the sum of Twenty Thousand and No/100 Dollars (\$20,000.00) (the “Earnest Deposit”) to be held by the Title Company (defined below) in accordance with the terms of this Agreement. If the contingencies described in Section 11.A and/or 11.B below are not satisfied prior to the Closing Date, the Earnest Money Deposit shall be refunded to Buyer.
- B. **Closing Payment.** The balance of the Purchase Price, which is the sum of Three Hundred Eighty Thousand and No/100 Dollars (\$380,000.00) shall be due on the Closing Date, subject to the prorations and allocations described in this Agreement. Such payment shall be made in cash, by wire transfer of immediately available funds, or by certified funds acceptable to Seller.

3. **Title.** At the closing, Seller will execute and deliver to Buyer a general warranty deed (the “Deed”) conveying the Property in fee simple free and clear of all liens, encumbrances, encroachments, and special assessments levied or assessed, or special assessment districts that have been created and ordered constructed, including any condemnation proceedings commenced against the Property or any part thereof, as of the date of this Agreement, except for the following easements and restrictions of record, which shall be considered Permitted Exceptions pursuant to Section 5 below:

- A. Terms and conditions contained in Ordinance No. 3707 vacating Hudson Street recorded November 4, 1939 in Book 327, Page 165; records of Lancaster County, Nebraska.
- B. Terms and conditions contained in Ordinance No. 3135 vacating alleys in blocks lying between 11th and 13th Street and Hudson and Saratoga Avenue, recorded May 23, 1930 in Book 7, Page 613; records of Lancaster County, Nebraska.
- C. Easements and restrictions reserved and shown in the Administrative Final Plat and Dedication of Saint Francis, recorded December 5, 1997 as Inst. No. 97-50595; records of Lancaster County, Nebraska.
- D. Easements and restrictions reserved and shown in the Final Plat and Dedication of Saint Francis 1st Addition, recorded May 10, 2010 as Inst. No. 2010019022; records of Lancaster County, Nebraska.
- E. Terms and conditions of Bus Parking Easement Agreement by and between Lancaster County, a duly constituted county of the State of Nebraska, Grantor, and Lancaster Manor Real Estate, LLC, a Nebraska limited liability company, Grantee, recorded August 16, 2010 as Inst. No. 2010034686; records of Lancaster County, Nebraska.

Provided, however, title to the Property will be subject to any Permitted Exceptions as defined in Section 5 below

4. **Closing Costs.** Buyer and Seller agree to retain Nebraska Title Company as escrow closing agent ("Title Company") to close this transaction and shall execute the Title Company's agreement upon reasonable request upon terms that are acceptable to both Buyer and Seller. Buyer and Seller shall each pay one half (1/2) of the cost of such escrow closing service. The Title Company shall prepare the Deed on behalf of the Seller, and shall record the deed on behalf of the Buyer on the Closing Date. The conveyance by Seller to Buyer shall be exempt from the Nebraska Documentary Stamp Tax due to Seller's status as a political subdivision of the State of Nebraska. Buyer shall pay the cost of recording the Deed. Each party shall pay its own attorney fees.

5. **Title Insurance.** Within thirty (30) days from the date of this Agreement, Buyer shall obtain a title insurance commitment for the Property, issued by the Title Company. The title insurance commitment will show marketable title to the Property in Seller and in accordance with the terms and conditions of this Agreement. Buyer and Seller shall each pay one-half (1/2) the expense of the title insurance policy insuring Buyer for its ownership of the Property in the amount of the Purchase Price. The title insurance commitment shall also confirm the legal description of the Property.

Buyer, at its option and cost, may obtain an ALTA/NSPS Land Title Survey of the Property (the "Survey"). If obtained, Buyer shall approve or disapprove title to the Property within fifteen (15) days after receipt of the title insurance commitment and Survey. If any defect in title is discovered during the examination of the title commitment and/or the Survey by Buyer, Buyer no later than fifteen (15) days before the expiration of the Due Diligence Period shall furnish Seller with written notice of such defects along with a copy of the title commitment and/or the Survey. Seller shall have

a reasonable time to cure such defects and Seller shall bear the expense of curing the same, provided that all objections and defects shall be cured prior to the expiration of the Due Diligence Period. If efforts to cure any such defects fail, Buyer shall have the option to rescind this Agreement, in which case Buyer shall be entitled to receive a refund of its Earnest Deposit. Any matters reflected in the title commitment to which Buyer does not object shall be deemed to be "Permitted Exceptions".

6. **Possession.** Seller shall deliver possession of the Property to Buyer on the Closing Date free and clear of any leases or other claims to possession.

7. **Closing.** The closing on the sale of the Property shall be within thirty (30) days after the expiration of the Due Diligence Period, as set forth in Section 11 of this Agreement (the "Closing Date").

8. **Risk of Loss.** Risk of loss or damage to the Property shall rest with Seller until the time of delivery of possession to Buyer. Seller shall maintain all existing hazard insurance covering the Property in full force and effect up to and including the Closing Date. In the event, prior to delivery of possession to Buyer, the Property is damaged by fire, explosion, casualty, or other cause, Seller as soon as is practicable shall notify Buyer in writing of such loss or damage. If the cost to repair the loss or damage to the Property is less than or equal to five percent (5%) of the Purchase Price of the Property, Buyer agrees to accept the Property "as is" together with all proceeds of insurance, if any, payable as a result of such loss or damage. If the cost to repair the loss or damage to the Property exceeds five percent (5%) of the purchase price of the Property, both Buyer and Seller for a period of ten (10) days after Seller provides to Buyer written notice of such loss or damage shall have the right to rescind this Agreement resulting in a full refund of the Earnest Deposit from Seller to Buyer, but if neither Buyer nor Seller exercises its right to rescind this Agreement within ten (10) days after the date of written notice of such loss or damage, then the parties shall be deemed to have waived their right to rescind this Agreement under this Section, and Buyer agrees to accept the Property "as is" together with all proceeds of insurance, if any, payable as a result of such loss or damage, in amount not to exceed the Purchase Price, the parties agreeing that any proceeds of insurance payable as a result of such loss or damage in excess of the Purchase Price shall be retained by Seller.

9. **Taxes.** The Property is exempt from taxation due to Seller's ownership and should continue to be exempt from taxation during Buyer's ownership. If Buyer loses the tax exemption, Buyer shall be responsible for the payment of all real estate taxes, with no proration being required.

10. **Prorations.** At Closing, the following operating expenses of the Property shall be prorated between Seller and Buyer: utility charges for gas, electric, water/sewer, and telephone line to the fire suppression panel, and maintenance expenses for elevator maintenance. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and, therefore, responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations shall be made on the basis of the actual number of days of the year and month which shall have elapsed as of the day of the Closing. Bills received after the Closing which relate to expenses incurred, services performed or other amounts allocable to the period prior to the Closing shall be promptly paid by Seller. Seller's obligation to make such payments shall survive Closing.

11. **Conditions Precedent.** Buyer's obligation to close on the acquisition of the Property shall be contingent upon satisfaction of the following conditions, in addition to any other conditions set forth herein, including, but not limited to the requirement of marketable title set forth in Section 3 above:

- A. **Testing and Inspections.** Prior to Closing, Buyer and Buyer's agents and representatives shall have the right to access the Property to conduct such inspections or tests, at Buyer's sole expense, as Buyer deems reasonable to determine the condition of the Property, including, but not limited to, a Phase I Environmental Site Assessment, and inspections of the physical improvements, mechanical systems and structural components of the Property, including the roof and HVAC system. Buyer's inspection rights shall include the right to review and approve all documents provided by Seller pursuant to Section 13. Buyer shall restore the Property to the condition which existed prior to any such testing. If Buyer conducts any such testing, it shall indemnify and hold Seller harmless from and against any loss, claim, or demand arising out of such inspection or testing. In the event that any inspection or test or report obtained as a result of such inspection or test, or as a result of Seller disclosures of documents pursuant to Section 13, discloses conditions unacceptable to Buyer, Buyer shall notify Seller in writing before the expiration of the Due Diligence period of Buyer's objection to such conditions, together with a copy of any inspection, test, or report obtained by Buyer disclosing those conditions. Any objection shall be made in good faith and shall specify the specific condition or conditions to which Buyer objects. Seller shall notify Buyer in writing within ten (10) days after receipt of such objection whether Seller elects either: (i) to terminate this Agreement and refund Buyer's Earnest Money Deposit; or (ii) to cure, at Seller's expense, the condition or conditions to which Buyer has objected. If Seller elects to cure such condition or conditions, Seller shall effect such cure before the Closing Date.
- B. **Survey.** Buyer may obtain the Survey reflecting, among other things, the boundary legal descriptions, the quantities of land, and the locations of all easements on the Property. Buyer shall have the right to review and approve the Survey and specifically the locations and restrictions of the easements located on the Property. Any objection or objections of Buyer arising out of the Survey shall be raised and resolved as provided in Section 5.
- C. **Sale of Existing Facility.** Buyer shall have closed on the sale of its existing facility located at 1000 S. 13<sup>th</sup> Street (the "13<sup>th</sup> Street Facility") at a price equal to or greater than the Purchase Price plus the outstanding principal balance of Buyer's existing mortgage on the 13<sup>th</sup> Street Facility.

Buyer shall have sixty (60) days from the execution hereof by Seller to satisfy the conditions of this Section 11 or demonstrate that Item C shall occur on or before the closing date, such period being designated as the “Due Diligence Period”. These conditions are for the benefit of Buyer and must be satisfied or waived before Buyer is obligated to close on this transaction. If the conditions in this Section have not been satisfied; Buyer shall have the right to terminate this Agreement by delivering written notice to Seller prior to the expiration of the Due Diligence Period. If the conditions in Section 11.A and/or 11.B have not been satisfied, then the Earnest Money Deposit shall be promptly returned to Buyer, and neither Buyer nor Seller shall have any further obligation or liability to each other under this Agreement. If the condition in Section 11.C has not been satisfied, then the Earnest Money Deposit shall be retained by Seller, and neither Buyer nor Seller shall have any further obligation or liability to each other under this Agreement.

12. **Post-Closing Obligations.**

- A. **Financing.** Buyer has determined that the Property will require renovation and improvements at a cost of approximately Ten Million and No/100 Dollars (\$10,000,000.00) in order for the Property to be suitable for Buyer’s intended use (the “Improvements”). Provided that Buyer is able to obtain sufficient financing for the Improvements within two (2) years from the Closing Date, on terms and conditions satisfactory to Buyer as provided herein, Buyer shall pay Seller One Hundred Thousand and No/100 Dollars (\$100,000.00) (the “Post-Closing Payment”) within sixty (60) days following obtaining such financing for the Improvements. For purposes of this Section, the following terms and conditions for financing for Improvements shall be considered sufficient and satisfactory to Buyer:
- i. Obtaining the commitment of a Community Development Entity holding an allocation of Federal New Markets Tax Credits in an amount of not less than Ten Million and No/100 Dollars (\$10,000,000.00) (“Federal Allocation”) and Nebraska New Markets Job Growth Investment Tax Credits in an amount of not less than Ten Million and No/100 Dollars (\$10,000,000.00) (“Nebraska Allocation”) from the 2019 or 2020 allocation, as the case may be, which would partially fund the Improvements;
  - ii. Obtaining an allocation of Federal and State Low-Income Housing Tax Credits from the Nebraska Investment Finance Authority to fund, in part, the construction of the housing elements of the Improvements;
  - iii. Obtaining approval of other sources of funding including, but not limited to, National Housing Trust funds, HOME Investment Partnership funds, Nebraska Affordable Housing Trust funds;
  - iv. Buyer successfully completing a capital campaign to provide the balance of the required funding of the Improvements; or
  - v. A combination of the above sources of financing in sufficient amounts to complete the hard and soft costs of the Improvements.

The Post-Closing Payment shall be payable in cash, by wire transfer of immediately available funds, or by certified funds acceptable to Seller. If Buyer fails to pay Seller the Post-Closing Payment within sixty (60) days after two (2) years from the Closing Date, then Seller's Option to Purchase pursuant to Section 12.F of this Agreement will be triggered, and no Post-Closing Payment shall be due hereunder.

- B. **Option to Purchase.** Seller shall have an Option to purchase the Property at the price of \$400,000 if Buyer fails to pay Seller the Post-Closing Payment within sixty (60) days after two (2) years from the Closing Date. Between the sixty-first (61st) day and the one hundred twentieth (120<sup>th</sup>) day, inclusive, of the expiration of two (2) years from the Closing Date, the Seller may exercise its Option to purchase the Property from Buyer. If Seller gives Buyer written notice of its intent not to exercise the Option, or if Seller fails to exercise its Option as provided herein, then Seller shall be deemed to have waived its Option. If Seller gives Buyer written notice of its intent to exercise its Option as provided herein, then the Buyer and Seller shall enter into a contract of purchase and sale for the Property forthwith. Such contract shall be on the same terms as the Purchase Agreement, specifically with respect to Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 (except for 11.C and provisions referring to Section 11.C), 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25. The Property shall be conveyed in fee simple free and clear of all liens, encumbrances, encroachments, and special assessments levied or assessed, or special assessment districts that have been created and ordered constructed, including any condemnation proceedings commenced against the Property or any part thereof, except for the Permitted Exceptions identified pursuant to Section 5 of this Purchase Agreement. If Buyer pays Seller the Post-Closing Payment within sixty (60) days after two (2) years from the Closing Date, this Option to Purchase held by the Seller shall expire and terminate and Seller agrees to sign a written termination thereof.
- C. **Post-closing Covenants.** For a term beginning on the Closing Date and terminating twenty (20) years following substantial completion of the Improvements (the "Use Restriction Period"), Buyer makes the following post-closing covenants ("post-closing covenants" and/or "use restrictions"):
- i. Buyer shall ensure the Property is to be used only for the benefit of the public by providing treatment and care for mental and/or physical health and wellness, rehabilitation, and/or housing for homeless and low-income persons, and uses reasonably related or reasonably ancillary thereto. Furthermore, Buyer shall not commit or allow waste on the Property, and Buyer shall maintain the Property in good condition and repair.
  - ii. Without in any way limiting the provisions of Section 12.C.i above, Buyer additionally shall ensure that the Property is not used, directly or indirectly, for:

- a. any outdoor off premises advertising specifically including billboards, signboards and related structures and appurtenances, except temporary signs advertising such Property is for sale or lease by the owner thereof;
- b. any business whose predominant operation is the retail sale of alcoholic beverages for consumption on and off the premises (predominant shall mean retail gross sales of alcoholic beverages in excess of fifty percent (50%) of gross sales on the premises) or any such business that has an unreasonable pattern of unlawful disturbances or liquor law violations;
- c. any business whose predominant operation is the retail sale of tobacco products (predominant shall mean retail gross sales of tobacco products, including mixed products, in excess of fifty percent (50%) of gross sales on the premises) or any such business that has an unreasonable pattern of unlawful disturbances or tobacco law violations;
- d. any business operated or held out to the public as a sexually oriented business including any business in sexually oriented entertainment or materials such as any: sexually oriented show, movie, picture, exhibition, performance, demonstration, film, video, book, or other depictions of a sexually explicit nature; sexually oriented live entertainment or exotic dance; sex toys or sexually oriented paraphernalia; sexually oriented telecommunication, internet or similar service; sexually oriented massage parlor; or escort service;
- e. any business involving gambling or wagering even if otherwise permitted by law including keno, bingo, slot machines, video lottery machines, casino games, or off site pari-mutuel wagering sites, but excluding the retail sale of lottery tickets as permitted by applicable law;
- f. any freestanding cell towers, excluding a cell antenna on top of the building located on the property;
- g. any business providing payday loans, liens, check cashing services, or other similar services except for banks, savings and loans, insurance companies, investment companies, stock brokers, credit unions, and automated teller machines;
- h. any private or commercial golf course, country club, massage parlor, hot tub facility, or suntan facility.

For so long as Buyer, its heirs, successors, assigns, lessees, or agents,

own or operate the Property, if the Buyer materially breaches the post-closing covenants provided in Section 12.C, Seller shall have remedies available at law or in equity, including the right to specific performance requiring compliance with the applicable use restriction. The use restrictions contained in Section 12.C shall be embodied in a declaration of use restrictions to be recorded against the Property at Closing and shall be enforceable for the full Use Restriction Period; provided, however, that the use restrictions contained in Section 12.C shall terminate in the event of a breach and subsequent payment of liquidated damages pursuant to Section 12.D below. For purposes of Section 12, substantial completion of the Improvements shall occur when the City of Lincoln's Department of Building and Safety issues to the Buyer an occupancy permit or permits for the Improvements to the Property. The Improvements shall consist of those alterations and modifications to the Property necessary for Buyer to utilize the Property to provide all of the following services to homeless and low income persons: i) mental and/or physical health treatment; ii) rehabilitation; and iii) housing.

- D. **Liquidated Damages.** If, during the period commencing on the Closing Date and terminating on the date that either (i) Buyer pays Seller the Post-Closing Payment, or (ii) Seller waives its Option pursuant to Section 12.B above, the Buyer, or Buyer's heirs, successors, assigns, lessees, or agents, materially breaches the post-closing covenants provided in Section 12(C), then within thirty (30) days of such material breach, Seller shall provide written notice to Buyer of the material breach. Buyer shall have thirty (30) days from the date of such written notice to cure the material breach. If Buyer does not cure the material breach within thirty (30) days of the date of the written notice, then Seller between the thirty-first (31<sup>st</sup>) and sixtieth (60<sup>th</sup>) day from the date of written notice to Seller of such material breach may elect to receive from Buyer as full liquidated damages the amount of Five Hundred Thousand and No/100 Dollars (\$500,000) by providing written notice of its intent to elect to receive from Buyer as full liquidated damages the amount of Five Hundred Thousand and No/100 Dollars (\$500,000), the parties hereto acknowledging that it is impossible more precisely to estimate the damages to be suffered by Seller upon Buyer's default of the post-closing covenants in Section 12.C, and that the liquidated damages are intended not as a penalty, but as full liquidated damages, and Seller by electing to receive liquidated damages i) waives and releases any right to (and hereby covenants that it shall not) sue Buyer to prove that Seller's actual damages exceed Five Hundred Thousand and No/100 Dollars (\$500,000); and ii) absolutely releases Buyer from any further obligation to adhere to the post-closing covenants in Section 12.C and waives any further ability to elect to receive liquidated damages from Buyer pursuant to Section 12.D. If Seller gives Buyer written notice of its intent not to elect to receive full liquidated damages, or if Seller fails to elect to receive full liquidated damages as provided herein for any material breach of any post-closing covenant in Section 12.C, then Seller shall be deemed to have waived its power to elect to receive liquidated damages pursuant to Section 12.C for that



instance of material breach indicated in the written notice, provided that Seller's waiver of its rights arising out of any material breach of the post-closing covenants in Section 12.C shall not operate as, nor shall it be construed to be, a waiver of Seller's right arising out of any subsequent breach of the post-closing covenants in Section 12.C.

The terms and conditions of Section 12 shall inure to the benefit of and be binding upon the respective heirs, successors, assigns, lessees, or agents of the parties to this Agreement.

13. **Seller Deliveries.** Within twenty (20) days following the date of this Agreement, Seller shall deliver to Buyer copies of any environmental reports, appraisals, and boundary or other surveys of the Property in Seller's possession, if any.

14. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that:

- A. **Authorization.** Seller has authority to enter into this Agreement and all actions and consents which are necessary for Seller to duly execute, deliver and perform this Agreement and to consummate the transaction contemplated herein have been taken or obtained by Seller, and this Agreement, when executed and delivered, will constitute a valid and binding agreement of Seller and be enforceable against Seller in accordance with its terms.
- B. **Absence of Restrictions.** The execution, delivery, and performance of this Agreement and the transactions contemplated hereby by Seller do not conflict with or result in the termination or breach of any term, condition, or provision of or constitute a default under any contract, lease, agreement, or other instrument or condition by which Seller is bound.
- C. **Judgments.** To the best of Seller's knowledge, no judgments are issued or outstanding against the Property or Seller which would prevent or hinder Seller's conveyance of the Property in conformity with this Agreement.

Buyer's obligation to close on the acquisition of the Property is conditioned upon the representations and warranties of Seller contained in this Section being true and correct in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of such time.

15. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that:

- A. **Organization and Standing.** Buyer is a nonprofit corporation, duly organized, validly existing and in good standing under the laws of the State of Nebraska.
- B. **Authorization.** Buyer has authority to enter into this Agreement and all actions and consents which are necessary for Buyer to duly execute,

deliver and perform this Agreement and to consummate the transaction contemplated herein have been taken or obtained by Buyer, and this Agreement, when executed and delivered, will constitute a valid and binding agreement of Buyer and be enforceable against Buyer in accordance with its terms.

- C. **Absence of Restrictions.** The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated herein by Buyer do not conflict with or result in the termination or breach of any term, condition, or provision of or constitute a default under any contract, lease, agreement, or other instrument or condition by which Buyer is bound.

Seller's obligation to close on the sale of the Property is conditioned upon the representations and warranties of Buyer contained in this Section being true and correct in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of such time.

16. **Real Estate Commissions.** Buyer and Seller represent that neither have executed any listing agreement or other document with a real estate broker. In the event that any real estate broker claims a commission, finder's fee, or other compensation as a result of this transaction, the party alleged to have entered into an agreement with such a broker shall indemnify and hold the other party harmless from and against any such commission, finder's fee, or other compensation and all costs or expenses, including court costs and reasonable attorneys' fees which may be associated therewith.

17. **Default and Remedies.** Time is agreed to be of the essence. Except as otherwise provided in Section 12 pertaining to the Post-Closing Obligations, in the event that either party fails to comply with any of the material terms of this Agreement for a period of ten (10) days after receiving written notice from the non-defaulting party specifying the nature of the default, then the non-defaulting party may declare an event of default.

A. **Default by Buyer.** If the sale and purchase of the Property is not consummated because of Buyer's default, then Seller shall have as the sole and exclusive remedy for such breach the right to retain the Earnest Money Deposit paid by Buyer as full liquidated damages for such default of Buyer, the parties hereto acknowledging that it is impossible more precisely to estimate the damages to be suffered by Seller upon Buyer's default. The retention of the Earnest Money Deposit is intended not as a penalty, but as full liquidated damages, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer to prove that Seller's actual damages exceed the Earnest Money Deposit theretofore paid, which is hereby provided Seller as full liquidated damages.

B. **Default by Seller.** If the sale and purchase of the Property is not consummated because of Seller's default, then Buyer shall have all rights, powers, privileges, and remedies conferred hereunder and in law or by equity, all of which shall be cumulative and not exclusive. At Buyer's option, Buyer may request a refund of the Earnest Money Deposit; provided however, nothing herein is intended to limit or eliminate, nor shall limit or eliminate, Buyer's right to seek

specific performance and/or damages in connection with such default or defaults of Seller.

18. **Lien Affidavit.** Seller shall execute on the Closing Date an affidavit on the Title Company's form, that shall be subject to Seller's review and approval, which will remove all standard exceptions to Buyer's title insurance policy (excepting the standard survey exception which is only removable if Buyer obtains a survey), as may be required by the Title Company.

19. **Further Assurances.** 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 conveyances, confirmations, 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.

20. **Interpretations.** 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.

21. **Assignment.** Neither Buyer, nor Seller, shall assign this Agreement without prior written consent of the non-assigning party. Any assignment without prior written consent of the non-assigning party shall be absolutely void. Provided, however, the Seller shall not unreasonably withhold its consent to any assignment of this Agreement by Buyer to an affiliated entity formed to serve as a "Qualified Active Low-Income Community Business" for purposes of New Markets Tax Credit financing. An "affiliated entity" shall mean an entity that directly or indirectly, through one or more intermediaries, is under control by the Buyer, such that the Buyer has the direct or indirect power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract other than a commercial contract for goods or nonmanagement services, or otherwise, unless the power is the result of an official position with or corporate office held by the person.

22. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and it is expressly agreed that any prior oral or written agreements between the parties hereto are superseded by this Agreement and are no longer of any effect whatsoever. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties subsequent to the date of this Agreement.

23. **Notice and Demands.** Notice, demand, or other communication mandated to be given by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested or delivered personally. For such purposes, addresses for notice purposes are:

A. Buyer: CenterPointe

Attention: Topher Hansen  
2633 P Street  
Lincoln, NE 68503

with a copy to: Thomas C. Huston  
Attorney at Law  
Cline, Williams, Wright, Johnson & Oldfather LLP  
233 S. 13<sup>th</sup> Street, Suite 1900  
Lincoln, NE 68508

B. Seller: Lancaster County  
c/o Lancaster County Clerk  
County-City Building  
555 South 10<sup>th</sup> Street, Room 108  
Lincoln, NE 68508

with a copy to: Lancaster County Commissioners  
Attn: Chairperson  
County-City Building  
555 South 10<sup>th</sup> Street, Room 110  
Lincoln, NE 68508

24. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

25. **Governing Law.** The laws of the State of Nebraska, without reference to Nebraska's conflict of law principles, shall govern this Agreement and all of the transactions contemplated by it, as well as matters arising out of or relating to it, including without limitation claims as to its validity, interpretation, construction performance and all claims sounding in tort.

[SIGNATURE PAGES FOLLOW]

WHEREAS, the undersigned have executed this Real Estate Purchase Agreement as of the date first above written, fully intending the same to be binding upon them, their personal representatives, successors, and assigns.

**“SELLER”**

LANCASTER COUNTY, a political subdivision of the State of Nebraska

ATTEST:

By: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Chairperson

STATE OF NEBRASKA )  
 )ss  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ and \_\_\_\_\_, Chairperson and County Clerk of Lancaster County, Nebraska, a political subdivision of the State of Nebraska.

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

**“BUYER”**

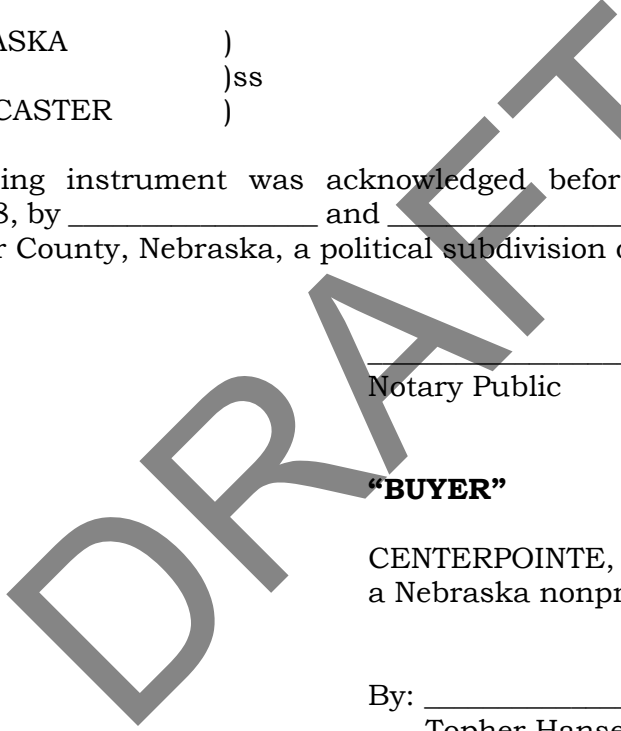
CENTERPOINTE,  
a Nebraska nonprofit corporation

By: \_\_\_\_\_  
Topher Hansen, Chief Executive Officer

STATE OF NEBRASKA )  
 )ss  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Topher Hansen, Chief Executive Officer of CenterPointe, a Nebraska nonprofit corporation, on behalf of the corporation.

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



**RECEIPT OF EARNEST DEPOSIT**

Nebraska Title Company, the title company acting as the escrow agent of the Earnest Deposit, pursuant to the foregoing Real Estate Purchase Agreement, hereby acknowledges receipt of the sum of Twenty Thousand and No/100 Dollars (\$20,000.00), and agrees to hold such Earnest Deposit pursuant to the terms of and conditions of the Real Estate Purchase Agreement.

“TITLE COMPANY”

Nebraska Title Company

By: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT