Honorable President

and Members of the City Council,

The attached Ordinance authorizes and provides for the issuance of Redevelopment Project Revenue Bonds (Blackstone Hotel) in one or more series in an aggregate principal amount not to exceed $22,627,138.

Your favorable consideration of this Ordinance will be appreciated.

Respectfully submitted,

David K. Fanslau
Planning Director

Date

Approved:

Robert G. Stubbe, P.E.
Public Works Director

Date

Approved:

Stephen B. Curtiss
Finance Director

Date

Referred to City Council for Consideration:

Mayor's Office

Date
MOTION BY COUNCILMEMBER

I hereby move that the Ordinance appearing as Item No. 41763 on the March 12, 2019 agenda of the City Council, be amended in the whole by deleting it in its entirety and substituting, in lieu thereof, the following text:

ORDINANCE NO. 41763

AN ORDINANCE authorizing and providing for the issuance of Redevelopment Project Revenue Bonds (Blackstone Hotel) in one or more series in an aggregate principal amount not to exceed $22,627,138, for the purpose of (1) paying the costs of reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing and completing certain improvements within the Blackstone Hotel Tax Increment Financing Redevelopment Project Plan Area, and (2) paying the costs of issuance of such bonds; prescribing the form and certain details of such bonds; pledging certain occupation tax revenues to the payment of the principal of and interest on such bonds as the same become due; limiting payment of such bonds to the revenues specified herein; creating and establishing funds and accounts; delegating, authorizing and directing the finance director to exercise his independent discretion and judgment in determining and finalizing certain terms and provisions of such bonds not specified herein; taking other actions and making other covenants and agreements in connection with the foregoing; and related matters.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That the City Council hereby does approve the attached Redevelopment Project Revenue Bonds (Blackstone Hotel), which authorizes an aggregate principal not to exceed $22,627,138 and provide for an effective date.

Section 2. That the Mayor of the City of Omaha is hereby authorized to execute, and the City Clerk to attest, the attached Redevelopment Project Revenue Bonds, in addition to any
other related documents necessary or appropriate to implement the Redevelopment Project Revenue Bonds.

Section 3. This ordinance shall be in full force and take effect immediately after the date of its passage.

APPROVED AS TO FORM:

CITY ATTORNEY DATE
ORDINANCE NO. 4743

AN ORDINANCE authorizing and providing for the issuance of Redevelopment Project Revenue Bonds (Blackstone Hotel) in one or more series in an aggregate principal amount not to exceed $22,627,138, for the purpose of (1) paying the costs of reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing and completing certain improvements within the Blackstone Hotel Tax Increment Financing Redevelopment Project Plan Area, and (2) paying the costs of issuance of such bonds; prescribing the form and certain details of such bonds; pledging certain occupation tax revenues to the payment of the principal of and interest on such bonds as the same become due; limiting payment of such bonds to the revenues specified herein; creating and establishing funds and accounts; delegating, authorizing and directing the finance director to exercise his independent discretion and judgment in determining and finalizing certain terms and provisions of such bonds not specified herein; taking other actions and making other covenants and agreements in connection with the foregoing; and related matters.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That the City Council hereby does approve the attached Redevelopment Project Revenue Bonds (Blackstone Hotel), which authorizes an aggregate principal not to exceed $22,627,138 and provide for an effective date.

Section 2: That the Mayor of the City of Omaha is hereby authorized to execute, and the City Clerk to attest, the attached Redevelopment Project Revenue Bonds, in addition to any other related documents necessary or appropriate to implement the Redevelopment Project Revenue Bonds.

Section 3. This ordinance shall be in full force and take effect immediately after the date of its passage.
INTRODUCED BY COUNCILMEMBER

Ben J. Spring

APPROVED BY:

Jim Stothart 3/13/19
MAYOR OF THE CITY OF OMAHA DATE

PASSED MAR 12 2019 7-0

ATTEST:

Kimberly Pulliam

DEPUTY CITY CLERK OF THE CITY OF OMAHA DATE

APPROVED AS TO FORM:

EDS 3/12/19
CITY ATTORNEY DATE
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

ARTICLE I

FINDINGS AND DETERMINATIONS

Section I.1. Findings and Determinations. The City Council of the City of Omaha, Nebraska (the “City”) hereby finds and determines as follows:

(a) The City, pursuant to the Redevelopment Law (defined herein), on September 11, 2018 by Resolution No. 769, approved the Blackstone Hotel Tax Increment Financing Redevelopment Project Plan (the “Redevelopment Plan”) for a project located at 302 South 36th Street, which proposes the complete rehabilitation, conversion and restoration of the historic Blackstone Hotel into an upper, upscale, 205 room full-service boutique hotel with various hotel amenities including parking (the “Project”).

(b) Pursuant to the Redevelopment Plan and an Amended and Restated Redevelopment and Occupation Tax Agreement, expected to be approved on February 26, 2019, (the “Redevelopment Agreement”), between the City and BSHO, LLC, or its successors or assigns in interest (the “Redeveloper”), the City will hereafter obligate itself to reconstruct, improve, extend, rehabilitate, install, equip, furnish and complete, at the cost and expense of the City, certain improvements to the Project (collectively, the “City Improvements”), as more fully described in the Redevelopment Agreement.

(c) The City is authorized by the Redevelopment Law to issue bonds for the purpose of paying the costs and expenses of City Improvements, the principal of and interest on which are payable from certain occupation tax revenues as is set forth in the Redevelopment Law.

(d) Pursuant to the Redevelopment Law and Ordinance No. 41608 passed and approved by the City on October 2, 2018, the City designated an “enhanced employment area” and approved the levy of a general business occupation tax as the Redevelopment Plan anticipated.

(e) In order to provide funds to pay the costs of the City Improvements, it is necessary, desirable, advisable, and in the best interest of the City for the City to issue its redevelopment project revenue bonds in an aggregate principal amount not to exceed $22,627,138 in one or more series.

(f) All conditions, acts and things required to exist or to be done precedent to the issuance of the Bonds do exist and have been done as required by law.

ARTICLE II

CERTAIN DEFINITIONS; COMPUTATIONS;
CERTIFICATES AND OPINIONS; ORDERS AND DIRECTIONS
Section II.1. Definitions of Special Terms. Unless the context clearly indicates some other meaning or may otherwise require, and in addition to those terms defined elsewhere herein, the terms defined in this Section 2.1 shall, for all purposes of this Ordinance, any ordinance or other instrument amendatory hereof or supplemental hereto, and any certificate, opinion, instrument or document herein or therein mentioned, have the meanings specified herein, with the following definitions to be equally applicable to both the singular and plural forms of any terms defined herein:

“Administrator” means the City Finance Director of the City (or the City Comptroller if the Finance Director is unable for any reason to exercise such authority granted the Administrator herein).

“Authorized Denominations” means, for any Bond, $100,000 principal amount and any integral multiple of $1.00 in excess thereof.

“Authorized Investments” means any investments permitted under the laws of the State for funds of the City.

“Bond Requirements” means the Scheduled Principal Payments and interest on the Bonds due or coming due in each Bond Year.

“Bond Year” means the period commencing on December 2 of the applicable year through and including December 1 of the immediately succeeding year.

“Bonds” means the 2019A Bond, the 2019B Bond, and the 2019C Bond and shall include any bond, including a bond, note, interim certificate, debenture, or other obligation issued for the purpose described in Section 1.1 herein pursuant to the Redevelopment Law.

“2019A Bond” means the “City of Omaha, Nebraska, Redevelopment Project Revenue Bond, (Blackstone Hotel) Series 2019A,” as described in Section 3.1 herein.

“2019B Bond” means the “City of Omaha, Nebraska, Redevelopment Project Revenue Bond, (Blackstone Hotel) Taxable Series 2019B,” as described in Section 3.1 herein.

“2019C Bond” means the “City of Omaha, Nebraska, Redevelopment Project Revenue Bond, (Blackstone Hotel) Subordinate Series 2019C,” as described in Section 3.1 herein.

“2019A Debt Service Account” means the account by that name created in Section 6.1 herein.

“Bond Counsel” means Kutak Rock LLP, or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

“Business Day” means a day other than a Saturday, Sunday, or holiday on which the Registrar is scheduled in the normal course of its operations to be open.

“Clerk” means the Clerk of the City.
“Closing Memorandum” means the closing memorandum, dated as of the Date of Original Issue, setting forth the disbursement of the proceeds of the Bonds, including the application of such funds to payment of costs, expenses and fees incurred in connection with the issuance of the Bonds.


“Costs of Issuance” means all necessary costs of issuing the Bonds, including, without limitation fees of Purchaser Counsel, Bond Counsel, and any other cost of issuing the Bonds.

“Date of Original Issue” means the date each respective Bond is issued and delivered to the purchaser thereof pursuant to this Ordinance.

“Debt Service” means, as of any particular date of computation, and with respect to each Bond for any period, the amount to be paid or set aside as of such date or such period for the payment of the principal of or interest on such Bond.

“Default Rate” means 10.50%.

“Disbursement Request” has the meaning set forth in Section 6.5 herein.

“Enhanced Employment Area” means the enhanced employment area described, defined or otherwise identified or referred to in the Redevelopment Agreement.

“Escrow Obligations” means (a) Government Obligations, (b) certificates of deposit issued by a bank or trust company which are (1) fully insured by the Federal Deposit Insurance Corporation or similar corporation chartered by the United States or (2) secured by a pledge of any Government Obligations having an aggregate market value, exclusive of accrued interest, equal at least to the principal amount of the certificates so secured, which security is held in a custody account by a custodian satisfactory to the Registrar, or (c)(1) evidences of a direct ownership in future interest or principal on Government Obligations, which Government Obligations are held in a custody account by a custodian satisfactory to the Registrar pursuant to the terms of a custody agreement in form and substance acceptable to the Registrar or (2) obligations issued by any state of the United States or any political subdivision, public instrumentality or public authority of any state, which obligations are fully secured by and payable solely from Government Obligations, which Government Obligations are held pursuant to an agreement in form and substance acceptable to the Registrar and, in any such case, maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient money to make the payment secured thereby.

“Excess Payments” means payments made on the 2019C Bond on each Interest Payment Date from excess funds in the Retail Revenue Account as provided in Section 6.3 herein.

“Fiscal Year” means the City’s fiscal year, which is the twelve-month period ending December 31 of each year.
“Government Obligations” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Hotel Business Occupation Tax” means the 3.00% occupation tax levied by the City pursuant to the Redevelopment Law and Ordinance No. 41608 in the Enhanced Employment Area on gross room revenues of all hotel business located in the Enhanced Employment Area.

“Hotel Occupation Tax Revenue” means all revenue received by the City from the imposition of the Hotel Business Occupation Tax levied by the City in the Enhanced Employment Area, after deduction for the City’s monthly collection fees and reasonable administrative fees and out of pocket expenses.

“Hotel Revenue Account” means the account by that name created in Section 6.1 herein.

“Interest Payment Date” means (i) with respect to the 2019A Bond, June 1 and December 1 for each year, commencing on December 1, 2019, (ii) with respect to the 2019B Bond, June 1 and December 1 for each year, commencing December 1, 2020, and (iii) with respect to the 2019C Bond, each December 1 for each year, commencing December 1, 2019.

“Maturity Date” means the maturity date of each series of Bonds as determined by the Administrator pursuant to Section 3.3(f) hereof.

“Moody’s” means Moody’s Investors Service, a corporation, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the City (other than S&P).

“Ordinance” means this ordinance as from time to time amended or supplemented.

“Outstanding” when used with reference to Bonds shall mean, as of any date, all Bonds theretofore issued and not yet paid or discharged under the terms of this Ordinance.

“Owner” means the person identified as the owner of a Bond from time to time, as indicated on the books of registry maintained by the Registrar.

“Principal Payment Date” means December 1 for each year, commencing December 1, 2025.

“Project Account” means the account by that name created in Section 6.1 herein.

“Purchaser” means Preston Hollow Capital, LLC, a Delaware limited liability company.

“Record Date” means, for each Interest Payment Date, the 10th calendar day preceding such Interest Payment Date.

“Redevelopment Project Area” means the community redevelopment area described, defined or otherwise identified or referred to in the Redevelopment Plan.
“Redevelopment Law” means Article VIII, Section 12 of the Constitution of the State and Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

“Registrar” means First National Bank of Omaha, in its capacity as registrar and paying agent for the Bonds.

“Reserve Account” means the account by that name created in Section 6.1 herein.

“Reserve Requirement” means an amount determined by the Administrator pursuant to Section 3.3(f) hereof that is equal to one-half of the least of (a) maximum annual Debt Service with respect to the 2019A Bond, (b) 10% of the initial principal amount of the 2019A Bond, (c) 125% of the average annual Debt Service on the 2019A Bond.

“Retail Business Occupation Tax” means the occupation tax, excluding the Hotel Business Occupation Tax, levied by the City pursuant to the Redevelopment Law and Ordinance No. 41608 in the Enhanced Employment Area.

“Retail Occupation Tax Revenue” means all revenue received by the City from the imposition of the Retail Business Occupation Tax levied by the City in the Enhanced Employment Area, after deduction for the City’s monthly collection fees and reasonable administrative fees and out of pocket expenses and any amounts required to be paid pursuant to Section 7.6 herein.

“Retail Revenue Account” means the account by that name created in Section 6.1 herein.

“Revenues” means (a) as applied to the 2019A Bond and the 2019C Bond, the Retail Occupation Tax Revenue and (b) as applied to the 2019B Bond, the Hotel Occupation Tax Revenue.

“S&P” means Standard & Poor’s, a Division of The McGraw-Hill Companies, a corporation, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the City (other than Moody’s).

“Scheduled Principal Payments” means amounts of principal of each Bond scheduled to be paid on each Principal Payment Date, or such other amount as determined by the Administrator pursuant to Section 3.3(f) herein:

“Series” shall mean all Bonds designated as being of the same series issued and delivered on original issuance in a simultaneous transaction under the provisions of this Ordinance.

“State” means the State of Nebraska.

“Surplus Account” means the account by that name created in Section 6.1 herein.

“Surplus Requirement” means an amount determined by the Administrator pursuant to Section 3.3(f) hereof that is equal to one-half of the least of (a) maximum annual Debt Service...
with respect to the 2019A Bond, (b) 10% of the initial principal amount of the 2019A Bond, (c) 125% of the average annual Debt Service on the 2019A Bond.

"Tax-Exempt Bonds" means collectively, the 2019A Bond and the 2019C Bond.

"Taxable Bond Debt Service Account" means the account by that name created in Section 6.1 herein.

Section II.2. Definitions of General Terms. Unless the context clearly indicates otherwise or may otherwise require, in this Ordinance words importing persons include firms, partnerships, associations, corporations (public and private), public bodies and natural persons, and also include executors, administrators, trustees, receivers or other representatives.

Unless the context clearly indicates otherwise or may otherwise require, in this Ordinance the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Ordinance as a whole and not to any particular section or subdivision thereof.

Unless the context clearly indicates otherwise or may otherwise require, in this Ordinance: (a) references to Articles, Sections and other subdivisions, whether by number or letter or otherwise, are to the respective or corresponding Articles, Sections or subdivisions of this Ordinance as such Articles, Sections, or subdivisions may be amended or supplemented from time to time; and (b) the word “heretofore” means before the time of passage of this Ordinance, and the word “hereafter” means after the time of passage of this Ordinance.

Section II.3. Computations. Unless the facts shall then be otherwise, all computations required for the purposes of this Ordinance shall be made on the assumption that the principal of and interest on each Bond shall be paid as and when the same become due.

Section II.4. Certificates, Opinions and Reports. Except as otherwise specifically provided in this Ordinance, each certificate, opinion or report with respect to compliance with a condition or covenant provided for in this Ordinance shall include: (a) a statement that the person making such certificate, opinion or report has read the pertinent provisions of this Ordinance to which such covenant or condition relates; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate, opinion or report are based; (c) a statement that, in the opinion of such person, he or she has made such examination and investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been complied with; (d) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with; and (e) an identification of any certificates, opinions or reports or other sources or assumptions relied on in such certificate, opinion or report.

Any opinion of counsel may be qualified by reference to the exercise of judicial discretion, the constitutional powers of the United States of America, the sovereign police powers of the State, and to valid bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors’ rights.

Section II.5. Evidence of Action by the City. Except as otherwise specifically provided in this Ordinance, any request, direction, command, order, notice, certificate or other instrument of, by
or from the City shall be effective and binding upon the City for the purposes of this Ordinance if signed by its Mayor, its Clerk, its Administrator, its City Attorney or by any other person or persons authorized to execute the same by statute, charter or by an ordinance or resolution of the City.

ARTICLE III

AUTHORIZATION AND ISSUANCE OF BONDS;
GENERAL TERMS AND PROVISIONS

Section III.1. Authorization of Bonds. Pursuant to and in full compliance with the Redevelopment Law and this Ordinance, and for the purpose of providing funds to (a) pay the cost of reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing, and completing the City Improvements, and (b) pay the costs of issuing the Bonds, the City shall issue the Bonds in a principal amount not to exceed Twenty-Two Million Six Hundred Twenty-Seven Thousand One Hundred and Thirty Eight Dollars ($22,627,138). The Bonds shall be issued in one or more series, and designated as “City of Omaha, Nebraska, Redevelopment Project Revenue Bond, (Blackstone Hotel) Series 2019A”; “City of Omaha, Nebraska, Redevelopment Project Revenue Bond, (Blackstone Hotel) Taxable Series 2019B”; and “City of Omaha, Nebraska Redevelopment Project Revenue Bond, (Blackstone Hotel) Subordinate Series 2019C”; shall be issued in such principal amounts as determined by the Administrator, shall be dated the Date of Original Issue, shall mature, subject to right of prior redemption, not later than the Maturity Date, as determined by the Administrator, and shall bear interest (computed on the basis of a 360-day year consisting of twelve, 30-day months) at an annual rate not to exceed 8.00% subject to adjustment as provided herein. The Bonds shall be originally issued as a single bond for each series as further described in Section 3.3. The Administrator may determine and establish the Scheduled Principal Payments for the scheduled payment of principal on the Bonds; provided, however, that any Bonds issued pursuant to this Ordinance shall only be payable to the extent the Revenues are available therefor and from monies in the Retail Revenue Account and the Hotel Revenue Account respectively, in accordance with the terms of this Ordinance.

Section III.2. Limited Obligation. The Bonds, together with the interest thereon are special, limited obligations of the City payable solely from the Revenues and the amounts on deposit in the funds and accounts established by this Ordinance. The Bonds shall not in any event be a debt of the City (except to the extent of the Revenues and other money pledged under this Ordinance), the State, nor any of its political subdivisions, and neither the City (except to the extent of the Revenues and other money pledged under this Ordinance), the State nor any of its political subdivisions is liable in respect thereof, nor in any event shall the principal of, or interest on the Bonds be payable from any source other than the Revenues and other money pledged under this Ordinance. The Bonds do not constitute a debt within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the City and does not impose any general liability upon the City. Neither any official of the City nor any person executing the Bonds shall be liable personally on the Bonds by reason of their issuance. The validity of the Bonds is not and shall not be dependent upon the completion of any improvements or upon the performance of any obligation relative to any improvements, including without limitation, any ongoing performance or other covenants of the Redeveloper under the Redevelopment Agreement.
Section III.3. Details of Bonds; Authority of Administrator.

(a) The Bonds shall be issued in three separate series, in such principal amounts as determined by the Administrator in accordance with subsection (f) hereof. Any and all terms of the Bonds not established in this Ordinance shall be determined in writing by the Administrator, and any such term so established shall have the same force and effect as if such term were explicitly included in this Ordinance.

(b) Principal shall be payable on each Series of Bonds on each Principal Payment Date in the amount of the Scheduled Principal Payments and the Excess Payments, if any. Interest on the Outstanding principal amount of each Bond from the Date of Original Issue or the most recent Interest Payment Date to which interest has been paid or duly provided for on each Bond, is payable on each Interest Payment Date until the principal of the Bonds has been paid, whether at maturity, upon earlier redemption or as otherwise provided herein; provided, however, if any interest on any Bond is in default, such Bond shall bear interest from the date to which interest has been paid.

(c) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. Payments of interest, Scheduled Principal Payments and Excess Payments on a Bond due prior to the final payment of all outstanding principal of such Bond shall be made (i) by check or draft mailed to the Owner thereof at the address as it appears on the register or at such other address as is furnished to the Registrar in writing by such Owner, or (ii) at the written request addressed to the Registrar by any Owner of Bonds in the aggregate principal amount of at least $1,000,000, by electronic transfer to such Owner upon written notice to the Registrar from such Owner containing the electronic transfer instructions (which shall be located in the continental United States) to which such Owner wishes to have such transfer directed, provided such written notice is given by such Owner to the Registrar not less than 5 Business Days before the applicable Record Date. Any such written notice for electronic transfer shall be signed by such Owner and shall include the name of the bank, its address, its ABA routing number and the name, number and contact name related to such Owner’s account at such bank to which the payment is to be credited. The principal of a Bond and the interest thereon due on final payment of all outstanding principal of such Bond or upon optional redemption of the Bonds as provided in Section 4.1 hereof shall be payable upon presentation and surrender of the Bonds to the Registrar.

(d) In the event that payments of interest due on any Bond on an Interest Payment Date or any Scheduled Principal Payments are not timely made, and such payment is not made within thirty (30) days, at the option of the Owner, the Bonds shall bear interest at the Default Rate, which Default Rate shall not be cumulative and shall terminate (i) when such default is cured or (ii) when such Default Rate is waived by the Owner of the respective series of Bonds. Any insufficiency of the Revenues which triggers a Default Rate, so long as there are no covenant defaults by the City hereunder, shall not constitute a default under the terms hereof, nor shall the City be deemed in default for purposes of any other agreement, obligation or indebtedness of the City.
To the extent principal of any Bond is not paid on the Maturity Date, such principal shall remain Outstanding and shall continue to bear interest at the rate then borne by the Bond.

(e) The Bonds shall be executed by the facsimile signatures of the Mayor and the Clerk of the City and the original, official seal of the City shall be impressed or printed thereon. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if s/he had remained in office until such delivery, and each Bond may be signed by such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers. Only such Bonds as shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Section 8.1 hereto, duly manually executed by an authorized officer of the Registrar, shall be entitled to any right or benefit under this Ordinance. The Administrator shall direct the Registrar to authenticate the Bonds, and no Bonds shall be valid or obligatory for any purpose unless and until such Certificate of Authentication endorsed the Bonds shall have been manually executed by an authorized officer of the Registrar, and such executed Certificate shall be conclusive evidence that such Bonds have been authenticated under this Ordinance.

(f) The Administrator is hereby authorized to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Ordinance, (1) the Date of Original Issue, (2) the principal amount of each Series such that the aggregate principal amount of the three series does not exceed the principal amount set forth in Section 3.1 hereof and the dates and amounts of the Scheduled Principal Payments (whether by maturity or redemption) with respect to the Bonds, (3) the stated maturity date of each Bond, (4) the rate of interest per annum to be carried by Bonds in accordance with the first paragraph of Section 3.1, (5) the Interest Payment Dates for each Bond, (6) the Reserve Requirement and the Surplus Requirement and (7) any other term of the Bonds not otherwise specifically fixed by the provisions of this Ordinance. The Administrator, City Attorney, City Clerk and Mayor are hereby authorized to execute and deliver such agreements, certificates, instruments, and other documentation in order to carry out the intent of this Ordinance, including without limitation a tax certificate and related documents.

(g) Any Bond issued upon transfer or exchange of any other Bond shall be dated as of the Interest Payment Date next preceding the date of registration thereof in the offices of the Registrar, unless such date of registration shall be an Interest Payment Date, in which case it shall be dated as of such date of registration; provided, however, that if, as shown by the records of the Registrar, interest on such Bond shall be in default, the Bond in lieu of the Bond surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the Bond surrendered; and provided further, that if the date of registration shall be prior to the first Interest Payment Date, the Bond shall be dated of its Date of Original Issue.

(h) When any portion of any Bond shall have been duly called for redemption and payment thereof duly made or provided for, interest thereon shall cease on the principal amount of such Bond so redeemed from and after the date of redemption thereof.

(i) No Bond shall be delivered to any Owner unless the City shall have received from the Owner thereof such documents as may be required by the Administrator to demonstrate
compliance with all applicable laws, including without limitation compliance with Section 3.7 hereof. The City may impose such restrictions on the transfer of any Bond as may be required to ensure compliance with all requirements relating to any such transfer.

(j) The Bonds shall not be (i) assigned a separate rating by any rating agency, or (ii) issued pursuant to any offering document or official statement.

(k) The 2019A Bond shall be initially registered in the book of registry maintained by the Registrar in the name of a nominee ("Book Entry Only Bonds") of The Depository Trust Company, New York, New York, and its successors and assigns (the "Securities Depository"). The 2019B Bond and the 2019C Bond will initially be registered in the book of registry maintained by the Registrar in the name of each Owner. Upon the election of the Owner and at the sole cost of the Owner, the 2019B Bond and the 2019C Bond may be registered in the form of Book Entry Only Bonds. When any Bond is registered as a Book Entry Only Bond in accordance with this subsection(k), the following provisions shall apply:

(i) The City and the Registrar shall have no responsibility or obligation to any person who is an actual purchaser of a Book Entry Only Bond while the Book Entry Only Bond is in bookentry form (each, a "Beneficial Owner") with respect to the following:

(A) the accuracy of the records of the Securities Depository, any nominees of the Securities Depository or any Beneficial Owner with respect to any ownership interest in the Book Entry Only Bonds;

(B) the delivery to any Beneficial Owner or any other person, other than the Securities Depository, of any notice with respect to the Book Entry Only Bonds, including any notice of optional redemption; or

(C) the payment to any Beneficial Owner or any other person, other than the Securities Depository, of any amount with respect to the Book Entry Only Bonds. The Registrar shall make payments with respect to the Book Entry Only Bonds only to or upon the order of the Securities Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Book Entry Only Bonds to the extent of the sum or sums so paid. No person other than the Securities Depository shall receive an authenticated Book Entry Only Bond.

(ii) Upon receipt by the Registrar of written notice from the Securities Depository to the effect that the Securities Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange the Book Entry Only Bonds requested by the Securities Depository in appropriate amounts. Whenever the Securities Depository requests the Registrar to do so, the Registrar will cooperate with the Securities Depository in taking appropriate action after reasonable notice (a) to arrange, with the prior written consent of the City, for a substitute securities depository willing and able upon reasonable and customary terms to maintain custody of the Book Entry Only Bonds or (b) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.
(iii) If the City determines that it is desirable that certificates representing the Book Entry Only Bonds be delivered to Bondholders and so notifies the Registrar in writing, the Registrar shall so notify the Securities Depository, whereupon the Securities Depository will notify the Beneficial Owners of the availability through the Securities Depository of bond certificates representing the Bonds. In such event, the Registrar shall issue, transfer and exchange bond certificates representing the Book Entry Only Bonds as requested by the Securities Depository in appropriate amounts and in authorized denominations.

(iv) So long as any Book Entry Only Bond is registered in the name of the Securities Depository or any nominee thereof, all payments with respect to such Book Entry Only Bond and all notices with respect to such Book Entry Only Bond shall be made and given, respectively, to the Securities Depository as provided in the Letter of Representations, as hereinafter defined.

(v) Registered ownership of the Bonds may be transferred on the books of bond registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(A) any successor Securities Depository or its nominee; and

(B) any person, upon (1) the resignation of the Securities Depository from its functions as depository or (2) termination of the use of the Securities Depository pursuant to this Section.

The City has previously entered into a Blanket Issuer Letter of Representations (the "Letter of Representations") with the Securities Depository pursuant to Ordinance No. 33714.

Section III.4. Form of Bonds Generally. The Bonds shall be issued in fully registered form without coupons. The Bonds shall be in substantially the form set forth in Article VIII, with such appropriate variations, omissions and insertions as are permitted or required by this Ordinance and with such additional changes as the Administrator may deem necessary or appropriate. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

Section III.5. Appointment of Registrar. The Registrar is hereby appointed the registrar and paying agent for the Bonds. The Registrar shall specify its acceptance of the duties, obligations and trusts imposed upon it by the provisions of this Ordinance by a written instrument deposited with the City prior to the Date of Original Issue of the Bonds. The City reserves the right to remove the Registrar upon 30 days’ notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and the Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. Any successor Registrar shall be a chartered national bank or state bank. The Registrar shall have only such duties and obligations as are expressly stated in this Ordinance and no other duties or obligations shall be required of the Registrar.
Section III.6. Exchange of Bonds. Any Bond, upon surrender thereof at the principal office of the Registrar, together with an assignment duly executed by the Owner or its attorney or legal representative in such form as shall be satisfactory to the Registrar, may, at the option of the Owner thereof, be exchanged for another Bond or multiple Bonds, in a principal amount equal to the principal amount of the Bond surrendered or exchanged, of the same series and maturity and bearing interest at the same rate; provided that all new Bonds must be in Authorized Denominations. The City shall make provision for the exchange of the Bonds at the principal office of the Registrar.

With the written consent of the majority of the Beneficial Owners of the 2019A Bonds presented for exchange, the Registrar shall exchange all such 2019A Bonds presented for exchange for two or more serial or term bonds (the "Modified 2019A Bonds") as directed by such Beneficial Owners. Any delivery of any Modified 2019A Bonds must be accompanied by an opinion of Bond Counsel to the effect that such exchange will not cause interest on the Modified 2019A Bonds to be includable in the gross income of the holders thereof for federal income tax purposes. The annual overall Scheduled Principal Payments on the Modified 2019A Bonds shall be no greater than the annual overall Scheduled Principal Payments on the exchanged 2019A Bonds. All Modified 2019A Bonds must be in Authorized Denominations.

Section III.7. Negotiability, Registration and Transfer of Bonds. The Registrar shall keep books for the registration and registration of transfer of the Bonds as provided in this Ordinance. The transfer of the Bonds may be registered only upon the books kept for the registration and registration of transfer of the Bonds upon (a) surrender thereof to the Registrar, together with an assignment duly executed by the Owner or its attorney or legal representative in such form as shall be satisfactory to the Registrar and (b) evidence acceptable to the City that the assignee is an (i) "accredited investor" (as defined in Rule 501(a) of Regulation D promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Securities Act")), and/or a “qualified institutional buyer” (as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Securities Act), (ii) trust, partnership, custodial arrangement, or similar issuing entity, interests in, or obligations of, which are offered and sold only to qualified institutional buyers and/or accredited investors, and/or (iii) a political subdivision, local agency, municipality, authority, or other governmental entity established under the laws of a state or political subdivision ("local agency"), or the trustee or fiscal agent for bonds, notes, or other obligations of a local agency, which bonds, notes, or other obligations are offered and sold only to qualified institutional buyers and/or accredited investors. Prior to any transfer and assignment, the Owner will deposit with the City an amount to cover all reasonable costs incurred by the City, including legal fees, of accomplishing such transfer. Upon any such registration of transfer the City shall execute and deliver in exchange for such Bond a new Bond, registered in the name of the transferee, in a principal amount equal to the principal amount of the Bond surrendered or exchanged, of the same series and maturity and bearing interest at the same rate.

In all cases in which any Bond shall be exchanged or a transfer of a Bond shall be registered hereunder, the City shall at the earliest practicable time execute and deliver a Bond in accordance with the provisions of this Ordinance. The Bond surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Registrar. The City or the Registrar, or both, may make a charge for shipping, printing and out-of-pocket costs for every exchange or
registration of transfer of such Bond sufficient to reimburse it or them for any and all costs required to be paid with respect to such exchange or registration of transfer. Neither the City nor the Registrar shall be required to make any such exchange or registration of transfer of any Bond during the period between a Record Date and the corresponding Interest Payment Date.

The Purchaser of the 2019A Bond issued by this Ordinance shall provide a fully completed and signed investment letter in the form set forth in Exhibit A hereto and a Purchaser’s Certificate in the form set forth in Exhibit B hereto.

Section III.8. Ownership of Bonds. As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of and interest on such Bond and the interest on any such Bond shall be made only to or upon the order of the Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section III.9. Disposition and Destruction of Bonds. The Bonds, upon surrender to the Registrar for final payment, whether at maturity or upon earlier redemption, shall be canceled upon such payment by the Registrar and, upon written request of the Administrator, be destroyed.

Section III.10. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated or is lost, stolen or destroyed, the City shall execute and deliver a new Bond of like date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the City. In the case of any lost, stolen or destroyed Bond, there first shall be furnished to the City evidence of such loss, theft or destruction satisfactory to the City, together with indemnity to the City satisfactory to the City. If any such Bond has matured, is about to mature or has been called for redemption, instead of delivering a substitute Bond, the City may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City may require the payment of an amount by the Owner sufficient to reimburse the City for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section III.11. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due and payable as therein and herein provided, whether at the stated maturity thereof or call for optional or mandatory sinking fund redemption or otherwise, if funds sufficient to pay such Bond have been made available to the Registrar or are available in the Retail Revenue Account (as applicable to the Tax-Exempt Bonds) or the Hotel Revenue Account (as applicable to the 2019B Bond) for such purposes all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Registrar, to pay such funds to the Registered Owner thereof.

Section III.12. Refunding Bonds. The City, by means of a supplemental ordinance and without the consent of the Bondholders, may issue Refunding Bonds at any time for the purpose of refunding at any time any Bonds in whole or in part on or after the earliest optional redemption date for such Bonds or defeasing at any time any series of Bonds in whole, including amounts to
pay principal and interest to the date of maturity or redemption and the expenses of issuing the Refunding Bonds and of effecting such refunding, provided that the Debt Service on all Bonds to be Outstanding after the issuance of the Refunding Bonds shall not be greater in any Fiscal Year in which Bonds not refunded shall remain Outstanding than would have been the Debt Service in such Fiscal Year were such refunding not to occur.

ARTICLE IV

REDEMPTION OF BONDS

Section IV.1. Optional Redemption of Bonds. The Bonds are subject to optional redemption at the option of the City (at the direction of the Redeveloper) prior to the maturity thereof at any time after the tenth anniversary of the Date of Original Issue in whole or in part, at any time, and if in part, in such principal amount as the City (at the direction of the Redeveloper) shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption. Any such optional redemption shall only be paid from the monies held in the Retail Revenue Account (for the Tax-Exempt Bonds), the Hotel Revenue Account (for the 2019B Bond), or refunding bonds, and no other funds of the City. In case of optional redemption of any Bond in part, the remaining outstanding principal of such Bond must be an Authorized Denomination. Redemptions of less than all Outstanding Bonds of a series shall be made pro rata among all maturities of that series.

Section IV.2. Optional Redemption Procedures. The Administrator is hereby authorized, without further action of the Council, to call the Bonds for optional redemption as the Administrator (at the direction of the Redeveloper) shall determine, and shall deposit sufficient funds in the respective revenue account which, together with funds on hand in the Surplus Account and the Reserve Account (but only as to the 2019A Bond and only if the 2019A Bond is called in whole), shall be sufficient to pay the principal of the Bonds so called for redemption plus the accrued interest thereon to the date fixed for redemption. No portion of the principal or interest on the Tax-Exempt Bonds may be paid or secured (whether in due course, pursuant to mandatory sinking fund redemption as provided in Section 4.3 below or upon optional redemption as provided in this paragraph) from payments made by the Redeveloper or any entity related to the Redeveloper (except for the collection in normal course of the Retail Business Occupation Tax). Optional redemption of any Bond may only be effected with notice to the Owner and upon presentation and surrender of such Bond to the Registrar. Notice of an optional redemption of any Bond shall be sent by the Registrar by first-class mail not less than twenty days prior to the date fixed for redemption to the Owner's address appearing on the books of registry maintained by the Registrar and indicate (a) the title and designation of the Bond, (b) the redemption date, and (c) the principal amount of such Bond called for redemption plus all accrued interest thereon.

Section IV.3. Mandatory Sinking Fund Redemption of Bonds. Pursuant to Section 3.3(f), the Administrator is authorized to establish the Scheduled Principal Payments, which shall be treated as mandatory sinking fund redemption of the respective series of Bonds. The mandatory sinking fund redemption price shall be par without premium.
Mandatory sinking fund redemptions of the Bonds shall be made to the Owner any Bond without presentation for payment or notation. The remaining principal amount of any Bond Outstanding after any such partial redemption shall be as set forth on the books of registry of the Registrar.

Section IV.4. Determination of Outstanding Principal Amount of Bonds. Notwithstanding the amount indicated on the face of any Bond, the principal amount of such Bond actually Outstanding from time to time shall be determined and maintained by the Registrar. The Registrar shall make a notation in the books of registry maintained for each Bond to reflect any redemptions of such Bond from time to time. Any Owner may examine the books of registry maintained by the Registrar upon request, and the Registrar shall grant such request as soon as reasonably practicable.

ARTICLE V

PLEDGE OF OCCUPATION TAX REVENUE

Section V.1. Pledge of Retail Occupation Tax Revenues. The Retail Occupation Tax Revenues are hereby allocated and pledged in their entirety to the payment of the principal of and interest on the Tax-Exempt Bonds until the principal of and interest on the Tax-Exempt Bonds has been paid (or until money for that purpose has been irrevocably set aside), and the Retail Occupation Tax Revenues shall be applied solely to the payment of the principal of and interest on the Tax-Exempt Bonds as provided herein and in the Redevelopment Agreement. Such allocation and pledge is and shall be for the sole and exclusive benefit of the Owner of the Tax-Exempt Bonds and shall be irrevocable.

Section V.2. Pledge of Hotel Occupation Tax Revenues. The Hotel Occupation Tax Revenues are hereby allocated and pledged in their entirety to the payment of the principal of and interest on the 2019B Bond until the principal of and interest on the 2019B Bond have been paid (or until money for that purpose has been irrevocably set aside), and the Hotel Occupation Tax Revenues shall be applied solely to the payment of the principal of and interest on the 2019B Bond as provided herein and in the Redevelopment Agreement. Such allocation and pledge is and shall be for the sole and exclusive benefit of the Owner of the 2019B Bond and shall be irrevocable. No portion of the Hotel Occupation Tax Revenues may be used to provide for payment of principal of or interest on the Tax-Exempt Bonds or used as security for such payment of principal of or interest on the Tax-Exempt Bonds.

Section V.3. Potential Insufficiency of Revenues. The City makes no representations, covenants, or warranties to the Owners of the Bonds that Revenues will be sufficient to pay the principal of and interest on the Bonds. Payment of the principal of and interest on the Bonds is limited solely and exclusively to the Revenues and other monies pledged under the terms of this Ordinance, and is not payable from any other source whatsoever.

ARTICLE VI

CREATION OF FUNDS AND ACCOUNTS;
PAYMENTS THEREFROM
Section VI.1. Creation of Funds and Accounts. There is hereby created and established by the City the following funds and accounts which shall be held by the Registrar in one or more accounts of the City separate and apart from all other funds and moneys of the City:

(a) a special account called the “Retail Revenue Account” (the “Retail Revenue Account”), which shall be created and maintained as a special and separate trust account;

(b) a special account called the “Hotel Revenue Account” (the “Hotel Revenue Account”), which shall be created and maintained as a special and separate trust account;

(c) a special account called the “2019A Debt Service Account” (the “2019A Debt Service Account”), which shall be created and maintained as a special and separate trust account;

(d) a special account called the “Taxable Bond Debt Service Account” (the “Taxable Bond Debt Service Account”) which shall be created and maintained as a special and separate trust account;

(e) a special account called the “Project Account” (the “Project Account”), which shall be created and maintained as a special and separate trust account;

(f) a special account called the “Reserve Account” (the “Reserve Account”), which shall be created and maintained as a special and separate trust account; and

(g) a special account called the “Surplus Account” (the “Surplus Account”), which shall be created and maintained as a special and separate trust account.

So long as any Bond, or any interest thereon, remains unpaid, the money in the foregoing funds and accounts shall be used for no purpose other than those required or permitted by this Ordinance, any ordinance supplemental to or amendatory of this Ordinance, the Redevelopment Law and the Redevelopment Agreement.

Section VI.2. Deposit of Bond Proceeds. The proceeds from the sale of the 2019A Bond to the Purchaser shall be applied and deposited on the Date of Original Issue as follows:

(a) Costs of Issuance. A portion of the proceeds from the 2019A Bond shall be applied on the Date of Original Issue of the Bonds in an amount sufficient to pay Costs of Issuance of the Bonds as provided in the Closing Memorandum. The City’s execution of this Ordinance shall constitute authorization to the Registrar to disburse monies in accordance with the Closing Memorandum for the payment of the Costs of Issuance, and no further authorization or direction from the City is necessary or required.

(b) Reserve Account. A portion of the proceeds from the 2019A Bond shall be deposited to the Reserve Account in the amount of the Reserve Requirement.

(c) Capitalized Interest. A portion of the proceeds from the 2019A Bond shall be deposited into the 2019A Debt Service Account as capitalized interest as provided in the Closing Memorandum.
(d) **Project Account.** All remaining proceeds of the 2019A Bond after funding the amounts required in (a) through (c) shall be deposited in the Project Account to be held and disbursed in accordance with the provisions of Section 6.5 and shall be applied solely in payment of costs and expenses incident to the Project, and any remaining Costs of Issuance in connection with the issuance and sale of the Bonds.

**Section VI.3. Retail Revenue Account.** All of the Retail Occupation Tax Revenues shall be deposited by the City, monthly into the Retail Revenue Account. The initial deposit of Retail Occupation Tax Revenues will include, if any, all of the Retail Occupation Tax Revenues collected by the City from January 1, 2019 until the effective date of this Ordinance. All amounts accumulated in the Retail Revenue Account shall be credited by the Registrar in the following order of priority:

(a) **2019A Debt Service Account.** From the Retail Occupation Tax Revenues, credits shall be made into the 2019A Debt Service Account until the amount therein is equal to the Bond Requirements for the then current Bond Year (taking into account any interest accrued and/or accruing on the 2019A Bond at the Default Rate). Money in the 2019A Debt Service Account (including amounts transferred therein from the Surplus Account and the Reserve Account pursuant to Section 6.3(c) and Section 6.3(b) hereof) shall be used solely for the payment of Debt Service on the 2019A Bond as the same becomes due, and shall be applied first to accrued interest and then to Scheduled Principal Payments.

(b) **Reserve Account.** After the credits have been made pursuant to Section 6.3(a) above, if sufficient Retail Occupation Tax Revenues remain in the Retail Revenue Account, there shall next be paid and credited to the Reserve Account, all remaining Retail Occupation Tax Revenues until the amount on deposit in the Reserve Account aggregates the Reserve Requirement. So long as the Reserve Account aggregates the Reserve Requirement, no further payments into the Reserve Account shall be required, but if the Registrar is ever required to expend and use a part of the money in the Reserve Account for the purpose herein authorized and such expenditure reduces the amount of the Reserve Account below the Reserve Requirement, the City shall resume and continue said payments into the Reserve Account until such Reserve Account shall again aggregate the Reserve Requirement.

Money in the Reserve Account shall be used solely for the purpose of paying the Debt Service on the 2019A Bond in the event of a shortage in the 2019A Debt Service Account on any Interest Payment Date, and the Registrar is hereby directed to apply funds in the Reserve Account for such purpose. If insufficient funds are available in the 2019A Debt Service Account to make the required payment of principal or interest on an Interest Payment Date after transfers of amounts from the Surplus Account for such purpose, amounts shall be transferred by the Registrar from the Reserve Account to the 2019A Debt Service Account in such amount to meet the principal and interest falling due on the 2019A Bond. Money in the Reserve Account may be applied to the retirement of the last remaining installments of Debt Service on the 2019A Bond if all funds held by the Registrar hereunder are sufficient to pay all remaining Outstanding principal and accrued interest on the 2019A Bond. Money in the Reserve Account may not be applied to payment of debt service on the 2019B Bond.
(c) **Surplus Account.** After the credits have been made pursuant to Sections 6.3(a) and 6.3(b) above, the remaining Retail Occupation Tax Revenues in the Retail Revenue Account shall be deposited into the Surplus Account and applied as follows:

(i) Such credits shall accumulate until the amount on deposit in the Surplus Account equals the Surplus Requirement. So long as the Surplus Account equals the Surplus Requirement, no further payments to the Surplus Account shall be required, however if the Registrar is ever required to expend and use amounts held in the Surplus Account for the purpose herein authorized and such expenditure reduces the amount of such Surplus Account below the Surplus Requirement, the City shall resume and continue such payments into the Surplus Account until the amount on deposit in the Surplus Account again equals the Surplus Requirement.

The Surplus Requirement in the Surplus Account shall be used solely for the purpose of paying the Debt Service on the 2019A Bond in the event of a shortage in the 2019A Debt Service Account on an Interest Payment Date, and the Registrar is hereby directed to apply such funds in the Surplus Account for such purpose. Money which constitutes the Surplus Requirement in the Surplus Account may be applied to the retirement of the last remaining installments of Debt Service on the 2019A Bond if all funds held by the Registrar hereunder are sufficient to pay all remaining Outstanding principal and accrued interest on the 2019A Bond. Money in the Surplus Account may not be applied to payment of debt service on the 2019B Bond.

(ii) [Reserved].

(d) **Excess Payments** After the credits have been made pursuant to Sections 6.3(a), 6.3(b) and 6.3(c) above, the remaining Retail Occupation Tax Revenues in the Retail Revenue Account shall be applied by the Registrar to make Excess Payments on the principal and interest on the 2019C Bond on December 1 of each year in the following order of priority:

FIRST: to the payment of current interest due in connection with the 2019C Bond;

SECOND: to the payment of accrued but unpaid interest on the 2019C Bond; and

THIRD: to the extent any moneys are remaining in the Retail Revenue Account after the payment of such interest, to the payment of the principal of the 2019C Bond, whether due at maturity or upon prior redemption.

In the event that available moneys in the Retail Revenue Account are insufficient for the payment of the principal of and interest due on the 2019C Bond on any due date, the Registrar shall apply such amounts on such due date as follows:

FIRST: the Registrar shall pay such amounts as are available the amount of current interest due on the 2019C Bond;
SECOND: the Registrar shall pay such amounts as are available of accrued but unpaid interest on the 2019C Bond; and

THIRD: the Registrar shall apply any remaining amounts to the payment of the principal of the 2019C Bond as can be paid with such remaining amounts, such payments to be in increments of $1,000 or any integral multiple thereof. This payment shall be made without further instruction from the City.

Section VI.4. Hotel Revenue Account. All of the Hotel Occupation Tax Revenues shall be deposited by the City, monthly into the Hotel Revenue Account. All amounts accumulated in the Hotel Revenue Account shall be credited to the Taxable Bonds Debt Service Account until the amount therein is equal to the Bond Requirements for the then current Bond Year (taking into account any interest accrued and/or accruing on the 2019B Bond at the Default Rate). Money in the Taxable Bond Debt Service Account shall be used solely for the payment of Debt Service on the 2019B Bond as the same becomes due, and shall be applied first to accrued interest and then to Scheduled Principal Payments. Any remaining Hotel Occupation Tax Revenues after deposit into the Taxable Bonds Debt Service Account shall be held in the Hotel Revenue Account and shall be transferred to the Taxable Bonds Debt Service Account in the event in any Bond Year there is a shortfall in the Hotel Occupation Tax Revenues in satisfying the Bond Requirement.

Section VI.5. Project Account.

(a) Disbursement Provisions. Subject to the limitation in Section 6.5(b) below, amounts in the Project Account shall be disbursed by the Registrar pursuant to a Disbursement Request within 5 Business Days after completion of the following procedures and receipt of a Disbursement Request by the Registrar. Funds on deposit in the Project Account shall not be disbursed prior to January 1, 2020, unless there is a default under the Construction Loan and the Lender is making the Disbursement Request pursuant to subsection (2), in which case the funds may be disbursed at any time.

(1) There shall be submitted to the Administrator a disbursement request in the form set forth in Exhibit C hereto (the “Disbursement Request”), executed by an authorized representative of the Redeveloper and countersigned by First National Bank of Omaha, as lender (the “Lender”) on a separate construction loan to Blackstone Hotel, LLC, a Nebraska limited liability company (the “Construction Loan”), which Construction Loan is unrelated to the Bonds, but the proceeds of which shall be utilized to complete the Project.

(2) Notwithstanding anything to the contrary contained herein, if an event of default occurs under the Construction Loan, the Lender may submit a Disbursement Request at any time without the consent of the authorized representative of the Redeveloper.

(3) No amount shall be disbursed pursuant to a Disbursement Request unless and until the amount of funds released to the Redeveloper or Blackstone Hotel, LLC from the Construction Loan will result in the cost of the Project being funded on a prorata basis.
from the proceeds of the Project Account and the proceeds of the Construction Loan (inclusive of the amount which is the subject of the Disbursement Request) or if a Disbursement Request occurs on or after January 1, 2020 and at least $30,000,000 has been expended in connection with the Project regardless of source, in such case all funds in the Project Account shall be eligible to be disbursed; provided, if a request to disburse all funds from the Project Account after January 1, 2020 is made and if an event of default exists under the Construction Loan, then prior to any such disbursement, the Lender shall submit evidence reasonably acceptable to the Administrator to confirm that the construction of the Project is continuing during the continuation of such default, including a proposed schedule for completion of the Project.

(4) The Administrator, in consultation with Bond Counsel, shall determine whether the costs requested for reimbursement under the Disbursement Request are currently reimbursable under the Redevelopment Agreement and the Redevelopment Law, and if so whether such costs are properly paid or reimbursed from proceeds of the 2019A Bond. Upon determination thereof, and upon written confirmation from Bond Counsel of such eligibility under the Redevelopment Agreement and the Redevelopment Law, the Administrator shall execute the Disbursement Request and submit it to the Registrar for disbursement of such amounts to Redeveloper (or Lender) from the Project Account as reimbursement for such expenditures.

(b) **Project Account Termination.** If any amount remains in the Project Account on the third anniversary of the Date of Original Issue of the Bonds, such amount shall be transferred to the 2019A Debt Service Account and applied to pay debt service next falling due on the 2019A Bond.

**Section VI.6. Investment of Money in Funds and Accounts.** Money in the Retail Revenue Account, the Hotel Revenue Account, the 2019A Debt Service Account, the Taxable Bonds Debt Service Account and the Project Account shall, to the fullest extent practicable and reasonable, be invested and reinvested at the direction of the Administrator to the extent allowed by law solely in, and obligations deposited in such fund and accounts shall be, Authorized Investments which shall mature or be subject to redemption at the option of the holder thereof on or before the respective dates when the money in such fund and account will be required for the purposes intended. Money in the Reserve Account and Surplus Account not required for immediate disbursement for the purposes for which such account is created shall, to the fullest extent practicable and reasonable, be invested and reinvested, at the direction of the Administrator to the extent allowed by law solely in, and obligations deposited in said Reserve Account and Surplus Account shall be, Authorized Investments which shall mature or be subject to redemption at the option of the holder not later than the final Maturity Date of the Bonds.

Authorized Investments purchased as an investment of money in the Project Account or any of the accounts established by this Ordinance shall be deemed at all times to be a part of such fund or account and the interest accruing thereon and any gain realized from such investment shall be credited to such fund or account and any loss resulting from any such Authorized Investment shall be charged to such fund or account without liability to the City or the officials thereof.
Investment earnings on money or Authorized Investments held in the Retail Revenue Account, the Hotel Revenue Account, the 2019A Debt Service Account, Taxable Bonds Debt Service Account and the Project Account, shall remain in such respective fund or account and applied to the purposes provided therefor. Investment earnings on money or Authorized Investments held in the Reserve Account or the Surplus Account in excess of the respective amounts required to be maintained therein pursuant to the provisions of Section 6.3, shall be transferred annually to the 2019A Debt Service Account and applied to the payment of Debt Service next falling due on the 2019A Bond.

The Registrar shall sell at the best price obtainable or present for redemption any obligation so purchased whenever it shall be necessary to do so in order to provide money to meet any payment or transfer from a fund or account as required by this Ordinance.

For the purpose of determining at any given time the balance in any fund or account, the value of Authorized Investments shall be the lower of the amortized cost or the bid quotation price thereof as determined annually and as of any date that money or obligations (other than earnings on Authorized Investments) are withdrawn from the Reserve Account or Surplus Account; provided, however, that if any of such obligations shall be due and payable within one year, the amortized cost of such obligations shall be their value regardless of the bid quotation price.

Whenever reference is made to sums or money in a particular fund or account, or words of similar import are used, such reference shall include, without limitation, investments in said fund or account.

Section VI.7. Registrar's Acceptance. The City hereby appoints the Registrar to hold and apply the monies in the various accounts established by this Ordinance as provided in this Article VI. Prior to the issuance of the Bonds, the Registrar shall accept its appointment to hold and apply the monies in the various accounts established by this Ordinance in writing. Such acceptance shall state that the Registrar accepts the terms of this Ordinance and agrees to hold the various accounts established by this Ordinance in accordance with this Ordinance, but no implied covenants or obligations shall be read into this Ordinance against the Registrar, as holder of such accounts. All money received by Registrar and deposited into the various accounts established by this Ordinance, until used or applied or invested as herein provided, shall be retained in the City's accounts the purposes for which it was received and be segregated from other funds.

ARTICLE VII

COVENANTS OF THE CITY

So long as the Bonds are outstanding and unpaid, the City will (through its proper officers, agents or employees) faithfully perform and abide by all of the covenants, undertakings and provisions contained in this Ordinance or in the Bonds, including the following covenants and agreements for the benefit of the Owners which are necessary, convenient and desirable to secure the Bonds and will tend to make them more marketable; provided, however, that such
covenants do not require the City to expend any money other than the Revenues nor violate the provisions of State law with respect to tax revenue allocation.

Section VII.1. No Priority. The City covenants and agrees that it will not issue any obligations the principal of or interest on which is payable from the Revenues which have, or purport to have, any lien upon the Revenues prior or superior to or in parity with the lien of the Bonds, and the interest thereon.

Section VII.2. Community Development Agency. The City covenants and agrees that it has created a community development agency by authority of Section 182101.01 of the Redevelopment Law and ratifies and confirms actions heretofore taken to establish, and does hereby designate and establish, the Planning Department of the City to be and to continue as said community development agency of the City. In its capacity as said community development agency, the Planning Department shall cooperate fully with the City, acting as an authority under the Redevelopment Law, in the fulfillment of the City’s undertakings pursuant to this Ordinance.

Section VII.3. To Pay Principal of and Premium and Interest on Bonds. Subject to the provisions of Section 5.3 hereof, the City will duly and punctually pay or cause to be paid solely from the Revenues the principal of and interest on the Bonds on the dates and at the places and in the manner provided in this Ordinance according to the true intent and meaning thereof and hereof, and will faithfully do and perform and fully observe and keep any and all covenants, undertakings, stipulations and provisions contained in the Bonds and in this Ordinance.

Section VII.4. Books of Account; Financial Statements. The City covenants and agrees that it will at all times keep, or cause to be kept, proper and current books of account (separate from all other records and accounts) in which complete and accurate entries shall be made of all transactions relating to the Project, the Revenues and other funds relating to the Project, and that it shall provide the Redeveloper with the following:

(a) Within forty-five (45) days after the end of each calendar quarter, commencing with the calendar quarter ending December 31, 2019, (i) a report of the Retail Occupation Tax Revenues collected by month including the collection of occupation taxes sorted by the individual categories which comprise the Retail Business Occupation Tax for such period, and (ii) a report of the Hotel Occupation Tax Revenues collected by month for each hotel subject to the Hotel Business Occupation Tax for such period;

(b) [Reserved]

Section VII.5. [Reserved].

Section VII.6. Protection of Security. The City is duly authorized under all applicable laws to create and issue the Bonds and to adopt this Ordinance and to pledge the Revenues in the manner and to the extent provided in this Ordinance. The Revenues so pledged are and will be free and clear of any pledge, lien, charge, security interest or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created by this Ordinance, except as otherwise expressly provided herein, and all corporate action on the part of the City to that end has been duly and validly taken. The Bonds are and will be valid obligations of the City in accordance with their terms and the terms of this Ordinance. The City shall at all times, to the extent
permitted by law, defend, preserve and protect the pledge of and security interest granted with respect to the Revenues pledged under this Ordinance and all the rights of the Owners under this Ordinance against all claims and demands of all persons whomsoever.

Section VII.7. Tax Covenants.

(a) The City covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the excludability from gross income for federal income tax purposes of the interest on the Tax-Exempt Bonds and (2) it will not use or permit the use of any proceeds of Tax-Exempt Bonds or any other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the excludability from gross income of the interest on the Tax-Exempt Bonds. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Tax-Exempt Bonds will remain excludable from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that (1) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Tax-Exempt Bonds, (2) it will use the proceeds of the Tax-Exempt Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Tax-Exempt Bonds are issued, and (3) it will not invest or directly or indirectly use or permit the use of any proceeds of the Tax-Exempt Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Tax-Exempt Bonds from time to time, but solely from the Revenues. This covenant shall survive payment in full or defeasance of the Tax-Exempt Bonds. The City specifically covenants to pay or cause to be paid to the United States, solely from the Revenues, the required amounts of arbitrage rebate at the times and in the amounts as determined by the tax certificate or tax compliance agreement executed in connection with the delivery of the Tax-Exempt Bonds. Notwithstanding anything to the contrary contained herein, such tax documentation may be amended or replaced if, in the opinion of counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the excludability from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds.

(d) The City covenants and agrees that it will not use any portion of the proceeds of the Tax-Exempt Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause the Tax-Exempt Bonds to be “private activity bonds.”

(e) The City covenants and agrees that the City shall not amend the Redevelopment Agreement without obtaining the prior written consent of the Beneficial Owner of the majority of the outstanding principal amount of the 2019A Bond, which consent shall not be unreasonably withheld.
(f) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant this Ordinance or any other provision of this Ordinance, until the final Maturity Date of the Bonds.
ARTICLE VIII

FORM OF BONDS

Section VIII.1. Form of Bonds. The Bonds shall be in substantially the following form:

(FORM OF BONDS)

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THIS BOND MAY BE TRANSFERRED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN SECTION 3.7 OF ORDINANCE NO. _______ OF THE CITY OF OMAHA, NEBRASKA.

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF DOUGLAS

CITY OF OMAHA

REDEVELOPMENT PROJECT
REVENUE BOND (BLACKSTONE HOTEL), [TAXABLE] [SUBORDINATE] SERIES [2019A][2019B][2019C]

<table>
<thead>
<tr>
<th>No. R-[1/2/3]</th>
<th>$[Principal Amount]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Original Issue</td>
<td>Date of Maturity</td>
</tr>
</tbody>
</table>

REGISTERED OWNER: [OWNER] [CEDE & CO.]

The CITY OF OMAHA, NEBRASKA (the “City”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above on the books and records of First National Bank of Omaha, Omaha, Nebraska (the “Registrar”), or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Outstanding Principal Amount, and in like manner to pay interest on the Outstanding principal amount at the Rate of Interest stated above, or at the Default Rate as provided in the Ordinance, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, payable [semiannually on June 1 and December 1 of each year until payment in full of such Principal Amount, beginning December 1, 2019] [annually each year on December 1 until payment in full of such Principal Amount], to the Registered Owner hereof as shown on the bond registration books maintained by the Registrar (i)
by check or draft mailed to such Registered Owner at the address as it appears on the register or at such other address as is furnished to the Registrar in writing by such Registered Owner, or (ii) at the written request addressed to the Registrar by any Registered Owner of Bonds in the aggregate principal amount of at least $1,000,000, by electronic transfer subject to the requirements of the Ordinance (as defined below). The Record Date is the 10th day preceding the applicable Interest Payment Date. The principal of this Bond and the interest thereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Bond is issued by the City under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Ordinance No. _______ duly passed and adopted by the City on March 12, 2019, as from time to time amended and supplemented (the “Ordinance”).

This Bond has been issued by the City for the purpose of financing the costs of constructing, reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing and completing certain improvements within the area identified and referred to in the Redevelopment Plan and Redevelopment Agreement and to carry out the City’s corporate purposes and powers in connection therewith.

[The Scheduled Principal Payments on this Bond shall be made on the following dates in the following amounts:]

<table>
<thead>
<tr>
<th>December 1</th>
<th>Scheduled Principal Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

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

This Bond is a special limited obligation of the City payable as to principal and interest solely from and is secured solely by the Revenue (as defined in the Ordinance) and certain other money, funds and securities pledged under the Ordinance, all on the terms and conditions set forth in the Ordinance. The Revenue represents [the proceeds of a retail business occupation tax levied and collected upon the businesses and users of space within the Enhanced Employment
Area (as defined in the Ordinance) for the purpose of paying all or any part of the costs and expenses of the Project within such Enhanced Employment Area. [the proceeds of a hotel business occupation tax levied and collected upon the hotel businesses within the Enhanced Employment Area (as defined in the Ordinance) for the purpose of paying all or any part of the costs and expenses of the Project within such Enhanced Employment Area].

The principal of and interest hereon shall not be payable from the general funds of the City nor shall this Bond constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or of any other party other than those specifically pledged under the Ordinance. This Bond is not a debt of the City within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City, and does not impose any general liability upon the City and the City shall not be liable for the payment hereof out of any funds of the City other than the Revenues and other funds pledged under the Ordinance, which Revenues and other funds have been and hereby are pledged to the punctual payment of the principal of and interest on this Bond in accordance with the provisions of the Ordinance.

The records maintained by the Registrar as to the Scheduled Principal Payments [and Excess Payments (as defined in the Ordinance)] made on this Bond shall be the official records of this Bond for all purposes.

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

This Bond is subject to redemption prior to maturity, at the option of the City, as set forth in the Ordinance. Reference is hereby made to the Ordinance for a description of the redemption terms, procedures and the notice requirements pertaining thereto.

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

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

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Bond have happened, do exist and have been performed in regular and due time, form and manner; and that provision has been made for the payment of the principal of and interest on this Bond as provided in this Ordinance.

IN WITNESS WHEREOF, THE CITY OF OMAHA, NEBRASKA has caused this Bond to be signed by the facsimile signature of its Mayor and attested by the facsimile signature of its Clerk, and its corporate seal imprinted hereon.

(SEAL)  

CITY OF OMAHA, NEBRASKA

By  /s/ Jane Street
Mayor of the City of Omaha

Countersigned:

By  /s/ Kimberly Pulman
Deputy City Clerk

Registered in the Office of the City Comptroller of the City of Omaha, Nebraska

By  /s/ Alex Harri
City Comptroller
Certificate of Authentication

The undersigned Registrar certifies this Bond is one of the bonds authorized by ordinance of the Mayor and Council of the City of Omaha, in the State of Nebraska, described in the foregoing bond.

FIRST NATIONAL BANK OF OMAHA, as Registrar

__________________________________________
Authorized Officer

(FORM OF ASSIGNMENT)

ASSIGNMENT

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

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

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

Dated: __________________________

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

Signature Guaranteed By:

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

By: ____________________________
Title: __________________________
ARTICLE IX

DEFEASANCE; MONEY HELD FOR PAYMENT OF
DEFEASED BONDS

Section IX.1. Discharge of Liens and Pledges; Bond No Longer Outstanding Hereunder.
The obligations of the City under this Ordinance, including any ordinances, resolutions or other
proceedings supplemental hereto, and the liens, pledges, charges, trusts, assignments, covenants
and agreements of the City herein or therein made or provided for, shall be fully discharged and
satisfied as to the Bonds or any portion thereof, and the Bonds or any portion thereof shall no
longer be deemed to be outstanding hereunder and thereunder,

(a) when any Bond or portion thereof shall have been canceled, or shall have been
surrendered for cancellation or is subject to cancellation, or shall have been purchased from
money in any of the funds held under this Ordinance, or

(b) if any Bond or portion thereof is not canceled or surrendered for cancellation or subject to
cancellation or so purchased, when payment of the principal of such Bond or any portion thereof,
plus interest on such principal to the due date thereof (whether such due date be by reason of
maturity or upon redemption or prepayment, or otherwise), either (1) shall have been made or
causd to be made in accordance with the terms thereof, or (2) shall have been provided by
irrevocably depositing with the Registrar for the Bonds, in trust and irrevocably set aside
exclusively for such payment, (A) money sufficient to make such payment or (B) Escrow
Obligations maturing as to principal and interest in such amount and at such times as will insure
the availability of sufficient money to make such payment.

Provided that, with respect to any total redemption of any Bond, notice of redemption
shall have been duly given or provision satisfactory to the Registrar shall have been made
therefor, or waiver of such notice, satisfactory in form, shall have been filed with the Registrar.

At such time as any Bond or portion thereof shall no longer be outstanding hereunder, as
provided, such Bond or portion thereof shall cease to draw interest from the due date thereof
(whether such due date be by reason of maturity or upon redemption or prepayment or
otherwise) and, except for the purposes of any such payment from such money or such Escrow
Obligations, such Bond or portion thereof shall no longer be secured by or entitled to the benefits
of this Ordinance.

Any such money so deposited with the Registrar for any Bond or portion thereof as
provided in this Section 9.1 may at the direction of the Administrator also be invested and
reinvested in Escrow Obligations, maturing in the amounts and times as hereinbefore set forth.
All income from all Escrow Obligations in the hands of the Registrar which is not required for
the payment of such Bond or portion thereof and interest thereon with respect to which such
money shall have been so deposited, shall be paid to the City and deposited in the respective
revenue account as and when realized and collected for use and application as is other money
deposited in that account.
Anything in this Ordinance to the contrary notwithstanding, if money or Escrow Obligations have been deposited or set aside with the Registrar pursuant to this Section 9.1 for the payment of any Bond and such Bond shall not have in fact been actually paid in full, no amendment to the provisions of this Section 9.1 shall be valid as to or binding upon the Owner thereof without the consent of such Owner.

Section IX.2. Certain Limitations After Due Date. If sufficient money or Escrow Obligations shall have been deposited in accordance with the terms hereof with the Registrar in trust for the purpose of paying the Bonds or any portion thereof and the accrued interest thereon when the same becomes due, whether at maturity or upon earlier redemption, all liability of the City for such payment shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Registrar to hold such money or Escrow Obligations, without liability to the Owners for interest thereon, in trust for the benefit of the Owners, who thereafter shall be restricted exclusively to such money or Escrow Obligations for any claim for such payment of whatsoever nature on his or her part.

Notwithstanding the provisions of the preceding paragraph of this Section 9.2, money or Escrow Obligations held by the Registrar in trust for the payment and discharge of the principal of and accrued interest on any Bond which remain unclaimed for five years after the date on which such payment shall have become due and payable, either because the Bonds shall have reached their Maturity Date or because the entire principal balance of the Bonds shall have been called for redemption, if such money was held by the Registrar or such paying agent at such date, or for five years after the date of deposit of such money, if deposited with the Registrar after the date when such Bond became due and payable, shall, at the written request of the City be repaid by the Registrar to the City as the City's property and free from the trust created by this Ordinance, and the Registrar shall thereupon be released and discharged with respect thereto, and the Owner thereof shall look only to the City for the payment thereof.

ARTICLE X

AMENDING AND SUPPLEMENTING OF ORDINANCE

Section X.1. Amending and Supplementing of Ordinance Without Consent of Owners. The City may at any time without the consent or concurrence of the Owners of the Bonds adopt an ordinance amendingatory hereof or supplemental hereto if the provisions of such supplemental ordinance do not materially adversely affect the rights of the Owners of the Bonds, for any one or more of the following purposes:

(a) To make any changes or corrections in this Ordinance as to which the City shall have been advised by counsel that the same are verbal corrections or changes or are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Ordinance, or to insert in this Ordinance such provisions clarifying matters or questions arising under this Ordinance as are necessary or desirable;

(b) To add additional covenants and agreements of the City for the purpose of further securing payment of the Bonds;
(c) To surrender any right, power or privilege reserved to or conferred upon the City by the terms of this Ordinance;

(d) To confirm as further assurance any lien, pledge or charge, or the subjection to any lien, pledge or charge, created or to be created by the provisions of this Ordinance; and

(e) To grant to or confer upon the Owner of the Bonds any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon them.

The City shall not adopt any supplemental ordinance authorized by the foregoing provisions of this Section 10.1 unless in the opinion of counsel the adoption of such supplemental ordinance is permitted by the foregoing provisions of this Section 10.1 and the provisions of such supplemental ordinance do not materially and adversely affect the rights of the Owners of the Bonds.

Section X.2. Amending and Supplementing of Ordinance with Consent of Owners. With the consent of the Owners of not less than a majority in principal amount of the Bonds then outstanding, the City from time to time and at any time may adopt an ordinance amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Ordinance, or modifying or amending the rights and obligations of the City under this Ordinance, or modifying or amending in any manner the rights of the Owners of the Bonds then outstanding; provided, however, that, without the specific consent of the Owner of each such Bond which would be affected thereby, no supplemental ordinance amending or supplementing the provisions hereof shall: (a) change the fixed Maturity Date for the payment of interest thereon, Principal Payment Dates, Scheduled Principal Payments (but only as to the 2019A Bond) or the terms of the redemption thereof, or reduce the principal amount of any Bond or the rate of interest thereon or the redemption price payable upon the redemption or prepayment thereof; (b) reduce the percentage of Bonds, the Owners of which are required to consent to any supplemental ordinance amending or supplementing the provisions of this Ordinance; (c) give to any Bond or Bonds any preference over any other Bond or Bonds secured hereby; (d) authorize the creation of any pledge of the Revenues and other money and securities pledged hereunder, prior, superior or equal to the pledge of and lien and charge thereon created herein for the payment of the Bonds except to the extent provided in Articles III and V; or (e) deprive any Owner of the Bonds in any material respect of the security afforded by this Ordinance. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the Owners of the Bonds of the adoption of any supplemental ordinance authorized by the provisions of Section 10.1.

It shall not be necessary that the consents of the Owners of the Bonds approve the particular form of wording of the proposed amendment or supplement or of the proposed supplemental ordinance effecting such amendment or supplement, but it shall be sufficient if such consents approve the substance of the proposed amendment or supplement. After the Owners of the required percentage of Bonds shall have filed their consents to the amending or supplementing hereof pursuant to this Section, the City may adopt such supplemental ordinance.

Section X.3. Effectiveness of Supplemental Ordinance. Upon the adoption (pursuant to this Article X and applicable law) by the City of any supplemental ordinance amending or
supplementing the provisions of this Ordinance or upon such later date as may be specified in such supplemental ordinance, (a) this Ordinance and the Bonds shall be modified and amended in accordance with such supplemental ordinance, (b) the respective rights, limitations of rights, obligations, duties and immunities under this Ordinance and the Owners of the Bonds shall thereafter be determined, exercised and enforced under this Ordinance subject in all respects to such modifications and amendments, and (c) all of the terms and conditions of any such supplemental ordinance shall be a part of the terms and conditions of the Bonds and of this Ordinance for any and all purposes.

ARTICLE XI

MISCELLANEOUS

Section XI.1. General and Specific Authorizations; Ratification of Prior Actions. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the City Council hereby (a) authorizes and directs the Mayor, Administrator, City Clerk, City Attorney and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with Bond Counsel, the Owner and its counsel shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance, including without limitation the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Administrator the right, power and authority to exercise his independent judgment and absolute discretion in (1) determining and finalizing all terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance and (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by the Administrator or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City’s and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by the Administrator and all other officers, officials, employees and agents of the City, including without limitation the expenditure of funds and the selection, appointment and employment of Bond Counsel and financial advisors and agents, in connection with issuance and sale of the Bonds, together with all other actions taken in connection with any of the matters which are the subject hereof, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section XI.2. Proceedings Constitute Contract; Enforcement Thereof. The provisions of this Ordinance shall constitute a contract between the City and the Owners and the provisions thereof shall be enforceable by the Owners by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be
authorized under the laws of the State in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

After the issuance and delivery of any Bond, this Ordinance and any supplemental ordinance shall not be repealable, but shall be subject to modification or amendment to the extent and in the manner provided in this Ordinance, but to no greater extent and in no other manner.

Section XI.3. Benefits of Ordinance Limited to the City and the Owners. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the City and the Owners of the Bonds any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement or provision herein contained. The Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City and the Owner from time to time of the Bonds as herein and therein provided.

Section XI.4. No Personal Liability. No officer or employee of the City shall be individually or personally liable for the payment of the principal of or interest on any Bond. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section XI.5. Effect of Saturdays, Sundays and Legal Holidays. Whenever this Ordinance requires any action to be taken on a Saturday, Sunday or legal holiday, such action shall be taken on the first Business Day occurring thereafter. Whenever in this Ordinance the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday or legal holiday, such time shall continue to run until midnight on the next succeeding Business Day.

Section XI.6. Partial Invalidity. If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the City or the Registrar to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds, but the Owner of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.
Section XI.7. Law and Place of Enforcement of this Ordinance. The Ordinance shall be construed and interpreted in accordance with the laws of the State. All suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in the State except to the extent necessary for enforcement, by any trustee or receiver appointed by or pursuant to the provisions of this Ordinance, or remedies under this Ordinance.

Section XI.8. Effect of Article and Section Headings. The headings or titles of the several Articles and Sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Ordinance.

Section XI.9. Repeal of Inconsistent Ordinance. Any ordinance of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance is hereby repealed to the extent of such inconsistency.

Section XI.10. Prior Note. The City hereby expressly cancels and terminates its Occupation Tax Promissory Note (the "Prior Note") in the amount of $22,627,138. The Prior Note shall be null and void and shall no longer represent a special limited obligation of the City. Any amounts due and payable on the Prior Note shall be expressly cancelled by the holder thereof in exchange for the City’s issuance of the Bonds.

[The remainder of this page intentionally left blank.]
Section XI.11. Effectiveness of This Ordinance. The Bonds are being issued to finance improvements in connection with the Redevelopment Project, pursuant to the Redevelopment Law; this Ordinance is therefore declared to be administrative (not legislative) in character; and, under Section 2.12 of the City Charter and Rule VII of the Rules adopted by the City Council of the City of Omaha, this Ordinance shall become effective from and after its adoption.

INTRODUCED BY COUNCIL MEMBER

[Signature]

APPROVED BY:

[Signature]
MAYOR OF THE CITY OF OMAHA
MAR 12 2019
DATE PASSED

ATTEST:

[Signature]
CITY CLERK OF THE CITY OF OMAHA

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY
EXHIBIT A

FORM OF INVESTOR LETTER

[Date]
City of Omaha
Omaha, Nebraska

Kutak Rock LLP
Omaha, Nebraska

Clarity Development Company
Omaha, Nebraska

Re: $_________ City of Omaha Redevelopment Project Revenue Bonds
(Blackstone Hotel), Series 2019A

Ladies and Gentlemen:

The undersigned (the “Purchaser”) hereby purchases, or has purchased, the above-captioned bonds (the “Securities”) issued by the City of Omaha, Nebraska (the “Issuer”) at a price equal to ___% of the principal amount thereof. The Securities have been issued pursuant to the ordinance (the “Authorizing Instrument”) adopted by the Issuer’s City Council (the “Governing Body”) and in accordance with the statutory authority cited therein and are secured as described in the Ordinance. All capitalized terms not defined herein, shall have the meaning given such terms in the Ordinance.

In connection with its purchase of the Securities, and as an inducement to the Issuer to issue and sell the Securities to the Purchaser, the Purchaser hereby makes the following representations, agreements and statements set forth in this investor letter (this “Letter”), upon which above addressees, may rely:

1. The Purchaser has been advised that: (a) the Securities are not registered under the Securities Act of 1933, as amended (the “Securities Act”), or with any state securities agency or commission; (b) the Issuer is not presently required to register under Section 12 of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”); and (c) the Securities are not being issued as part of a transaction which is subject to the provisions of Rule 15c2-12 (“Rule 15c2-12”) promulgated by the Securities and Exchange Commission pursuant to the Exchange Act. The Purchaser therefore understands that, if and when it wishes to resell the Securities, there may not be available current business and financial information about the Issuer, the Redeveloper or the Project. In addition, the Purchaser will not offer, sell or otherwise dispose of the Securities, except to (a) "accredited investors" (as defined in Rule 501(a) of Regulation D promulgated by the Securities and Exchange Commission pursuant to the Securities Act), and/or "qualified institutional buyers" (as defined in Rule 144A promulgated by the
Securities and Exchange Commission pursuant to the Securities Act), (b) trusts, partnerships, custodial arrangements, or similar issuing entities, interests in, or obligations of, which are offered and sold only to qualified institutional buyers and/or accredited investors, and/or (c) a political subdivision, local agency, municipality, authority, or other governmental entity established under the laws of a state or political subdivision ("local agency"), or the trustee or fiscal agent for bonds, notes, or other obligations of a local agency, which bonds, notes, or other obligations are offered and sold only to qualified institutional buyers and/or accredited investors, and except in material compliance with all applicable state and federal securities laws. Accordingly, the Purchaser understands that it may need to bear the risks of this investment for an indefinite time because any sale, transfer or other disposition prior to the maturity of the Securities may not be possible or may be at a price below that which the Purchaser is paying for the Securities.

2. The Purchaser is (a) an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated by the Securities and Exchange Commission pursuant to the Securities Act or (b) a "qualified institutional buyer" as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Exchange Act and under various state securities laws and is not an individual. Check (X) all that apply:

(a) Accredited investor  (b) Qualified institutional buyer

3. The Purchaser represents and confirms that its investment in the Securities constitutes an investment that is suitable for Purchaser. The Purchaser can bear the economic risk of its purchase of the Securities, including a complete loss of such investment; the Purchaser has such knowledge and experience in business and financial matters, in general, and in investments such as the Securities, in particular, as to be capable of evaluating the merits and risks of an investment in the Securities; and the Purchaser is aware of the use of the proceeds and the risks involved therein.

4. If the Purchaser is not an individual, the Purchaser is duly and validly organized under the laws of its jurisdiction of incorporation or organization, is duly and legally authorized to purchase obligations such as the Securities and has satisfied itself that the Securities are a lawful investment for this organization under all applicable laws.

5. Reserved.

6. The Purchaser has purchased the Securities for its own account for investment and not with a present view to the distribution, transfer, resale, pledging, fractionalization, subdivision or other disposition of all or any portion thereof, provided that the Purchaser may transfer, resell, pledge, fractionalize, subdivide, or otherwise dispose of the Securities at any time, and provided further that the disposition of all or any portion of the Securities shall at all times be within the sole control of the Purchaser (subject to the provisions of Paragraph 1). The Purchaser agrees to indemnify and hold
harmless the addressees of this Letter with respect to any and all claims arising from or related to Purchaser's breach of any representation or warranty made by it herein, other than any claim that is based upon the willful misconduct of the person seeking indemnification.

7. The Purchaser has been offered a sufficient opportunity to conduct an investigation concerning the terms and conditions of the offering of the Securities and to obtain any information on the status of the Redeveloper and the Project. Based on its review of the information provided by the Redeveloper, the Purchaser is familiar with the condition, financial or otherwise, of the Redeveloper and the Project. The Purchaser has been furnished all operational and financial information about the Project and the Redeveloper deemed necessary to the Purchaser to evaluate the merits and risks of an investment in the Securities.

8. The Purchaser has received and reviewed, a copy of the Authorizing Instrument approving the transactions related to the Securities, including the issuance thereof, each of the documents approved by the Authorizing Instrument and any other documents the Purchaser deemed necessary in connection therewith.

9. The Purchaser has not relied and does not rely on any party other than the Redeveloper or its agents and advisors for furnishing or verifying information requested by the Purchaser relating to the Redeveloper or the Project or information relating to the terms of the Securities and terms of the underlying transactions related to the Securities.

10. The Purchaser understands that the Securities are special limited obligations of the Issuer which are payable solely from and are secured solely by the sources described in the Ordinance.

All statements and representations of the Purchaser in this Letter are made solely and exclusively in connection with its purchase of the Securities and are made solely for the benefit of the addressees hereto, and no other party shall or may be a third party beneficiary hereof. The foregoing statements and representations shall survive the execution and delivery to the Purchaser of the Securities and the instruments and documents contemplated thereby.

Very truly yours,

PURCHASER

By: __________________________________________

Title: __________________________________________
EXHIBIT B

PURCHASER CERTIFICATE

[Date of Original Issue]

The undersigned, on behalf of Preston Hollow Capital, LLC, a Delaware limited liability company (the "Purchaser"), acknowledges, covenants, expects and represents as set forth below in connection with its purchase on the date hereof of the Redevelopment Project Revenue Bond, (Blackstone Hotel) Series 2019A in the original stated principal amount of $__________ (the "Bond") issued on the date hereof by the City of Omaha, Nebraska (the "City"). The City has indicated to the Purchaser that the Bond is issued by the City pursuant to Ordinance No. __ passed by the City Council of the City on March 1, 2019 (the "Ordinance").

1. The Purchaser has reviewed the Occupational Tax Feasibility Study, dated _____________, 2019, prepared by Canyon Research Southwest, Inc. relating to the Blackstone Hotel Redevelopment, Omaha, Nebraska (the "Feasibility Study"). Based in part on the Feasibility Study and the Purchaser's independent due diligence with respect to its purchase of the Bond, the Purchaser expects the Bond will be repaid by the City in the amounts and on the dates required by the mandatory sinking fund redemption schedule established for the Bond in accordance with the Ordinance.

2. The Purchaser would not have acquired the Bond with the terms set forth in the Ordinance and at the price set forth in the Investor Letter executed and delivered by the Purchaser on the date hereof (a form of which is attached to the Ordinance) without the establishment of the Reserve Account and Surplus Account at the levels of funding required by the Ordinance. The Purchaser acknowledges that neither the Hotel Revenue Account defined in the Ordinance nor any moneys therein or arising pursuant to the Hotel Occupation Tax described in the Ordinance secure the Bonds. The Purchaser covenants that it has not entered into and will not enter into any agreement with the Redeveloper (described in the Ordinance) providing any right to the Purchaser or a related person to the Purchaser to require the Bonds to be redeemed or acquired.

We understand that Kutak Rock LLP, as bond counsel for the Bond, will rely on the representations and certifications provided herein in giving its opinion that interest on the Bond is exempt from income tax for federal income tax purposes.

PRESTON HOLLOW CAPITAL, LLC

By _________________________________
Name _________________________________
Title _________________________________
EXHIBIT C

FORM OF DISBURSEMENT REQUEST

Pursuant to Section 6.5 of Ordinance No. _________ (the "Ordinance"), we hereby request disbursement from the Project Account in the amount of $[_________] in respect of eligible costs paid or incurred by or on behalf of the Redeveloper in connection with the Project. Capitalized terms used but not defined herein have the meaning set forth in the Ordinance. In connection with this Disbursement Request the undersigned does hereby represent and certify the following:

1. This Disbursement Request is Disbursement Request number [______].

2. The amounts previously disbursed under the Ordinance equal, in the aggregate, $[__________].

3. The amounts hereby requisitioned have been paid or incurred by or on behalf of the Redeveloper for eligible costs under the Redevelopment Law in connection with the Project and have not been paid for or reimbursed by any previous disbursement from Bond Proceeds.

4. All documentation evidencing the eligible costs to be reimbursed to the Redeveloper by the above-requested disbursement has been delivered by the Redeveloper in connection with this Disbursement Request.

5. The Project has been, and is being, constructed in a manner consistent with all plans, specifications, engineering reports and facilities plans previously submitted to and approved by the Lender and the City.

6. The representations and warranties of the Redeveloper set forth in the Amended and Restated Redevelopment and Occupation Tax Agreement are true and correct as of the date hereof.

7. Included with this Disbursement Request is a summary of the progress of construction of the Project and a general description of the work done for which the funds being requisitioned are being applied.

The undersigned is duly authorized to execute and deliver this Disbursement Request on behalf of the Redeveloper.
REDEVELOPER:

BSHO, LLC, a Nebraska Limited Liability Company

By: ____________________________
Name: Thomas H. McLeay
Title: Manager

APPROVED:

FIRST NATIONAL BANK OF OMAHA,
as Lender

By: ____________________________
Name: ____________________________
Title: ____________________________

ACKNOWLEDGED, ACCEPTED AND AGREED TO
BY:

Date: March 12, 2019

CITY OF OMAHA

By: ____________________________
Name: Jean Stothert
Title: Mayor

[Signature Page to Disbursement Request]
COLLATERAL ASSIGNMENT AND PLEDGE AGREEMENT
(Blackstone Hotel TIF)

This Collateral Assignment and Pledge Agreement (this "Agreement") is made effective the _____ day of March, 2019, by and between BLACKSTONE HOTEL LLC, a Nebraska limited liability company ("Borrower"), and FIRST NATIONAL BANK OF OMAHA, a national banking association, Omaha, Nebraska ("Lender").

Preliminary Statement

The City of Omaha, Nebraska has issued and delivered to Borrower, a Redevelopment Promissory Note in the amount of $7,807,000.00 (the "Redevelopment Promissory Note"), pursuant to the provisions of the Amended Redevelopment and Occupation Tax Agreement between the City of Omaha, Nebraska and Borrower, signed by Mayor Jean Stothert on February 26, 2019 (the "Redevelopment Agreement"). The Redevelopment Agreement and Redevelopment Promissory Note (collectively, the "Redevelopment Documents") pertain to Borrower's undertaking of the redevelopment project located at the 302 S 36th Street, Omaha, Nebraska (the "Redevelopment Project"). As of the date hereof, Borrower remains the owner and holder of the Redevelopment Documents.

Concurrently herewith, Lender has made a loan to Borrower in the amount of $7,807,000.00 (the "Loan"), which Loan is evidenced by that certain $7,807,000.00 Owner Promissory Note executed by Borrower to Lender, dated of even date herewith ("Owner Promissory Note"). As a condition to Lender making the Loan to Borrower, Borrower has agreed to assign and pledge to Lender, the Redevelopment Documents, copies of which are attached hereto, marked Exhibit "A" and by this reference incorporated herein, including all claims, rights, powers, privileges and remedies on the part of Borrower, pertaining thereto, whether arising by statute, at law, in equity or otherwise.

The City of Omaha also issued a Redevelopment Project Revenue Bond in one or more series in an aggregate principal amount not to exceed $22,627,138.00 ("Occupation Tax Bond") pursuant to the provisions of the Redevelopment Agreement. The revenues generated pursuant to the Occupation Tax Bond are pledged to certain bondholders pursuant to Ordinance No. ___________ of the City of Omaha (the "EEA Bond Ordinance"). This Agreement does not assign any interest in the provisions of the Redevelopment Agreement pertaining to the Occupation Tax or Occupation Tax Revenues and the term "Redevelopment Documents" as used herein shall exclude any provisions of or rights under the Redevelopment Agreement arising out of or connected with the Occupation Tax Revenues except as expressly set forth herein or in the Occupation Tax Bond.

NOW, THEREFORE, in consideration of the Loan and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged Borrower and Lender agree as follows:

1. Borrower does hereby assign and pledge to Lender all of Borrower's right, title and interest in and to the Redevelopment Documents. Borrower hereby authorizes the City of Omaha to make payable any and all Redevelopment Promissory Note payments as follows:
2. BHSO (i) does hereby assign and pledge to Lender all rights of the Redeveloper under Section 6.5 the EEA Bond Ordinance to cause the disbursement of funds from the Project Account on any date from and after and during the continuance of an Event of Default under the Lender's Loan Documents, (ii) appoints Lender as an “authorized representative” within the meaning of the EEA Bond Ordinance for causing such disbursement, and (iii) in connection with the above and foregoing rights, appoints the Lender as attorney in fact as set forth in paragraph 3 below.

3. Borrower hereby irrevocably appoints Lender its attorney in fact, coupled with an interest and therefore irrevocable, with respect to:

   (i) the EEA Bond Ordinance, to cause the disbursement of funds under the EEA Bond Ordinance pursuant to the rights granted in paragraph 2 of this Agreement, and

   (ii) give notices or payment instructions to the City of Omaha, Nebraska in accordance with this Agreement, to take any actions necessary or desirable, in Lender’s sole discretion, to collect amounts due under the Redevelopment Promissory Note; to execute and deliver any documents that this Agreement requires Borrower to execute and deliver to Lender; to take any other actions that this Agreement requires Borrower to take; to endorse and cash checks and other instruments representing proceeds of the Redevelopment Promissory Note; and to perform any and all other acts as Lender in its sole judgment reasonably exercised shall deem necessary or desirable with respect to this Agreement, including the signing and filing of any financing statements necessary or appropriate for the collateral.

4. To perfect this Agreement and the assignment and pledge herein, Borrower has delivered the original Redevelopment Promissory Note to Lender concurrently with the execution of this Agreement.

5. When all amounts owing to Borrower to Lender under the Owner Promissory Note have been paid in full, Lender shall terminate this Assignment and reassign, without recourse, and return the original Redevelopment Promissory Note to Borrower.

6. Borrower represents and warrants to Lender that Borrower owns the Redevelopment Promissory Note and all sums now or hereafter due thereunder, free and clear of all liens, claims, security interests, encumbrances, setoffs, defenses and counterclaims, except for the security interest granted to Lender by this instrument.

7. No failure by Lender to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by Lender of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies in this Agreement are cumulative and are not exclusive of any remedies provided by law.
8. This Agreement may not be amended or modified orally.

9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska.

[Space Below Intentionally Left Blank – Signature Page to Follow]
SIGNATURE PAGE -
TO COLLATERAL ASSIGNMENT AND PLEDGE AGREEMENT

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement on the date first set forth above.

BLACKSTONE HOTEL LLC,
a Nebraska limited liability company

By: ___________________________________________
    Thomas McLeay, Manager

By: ___________________________________________
    Matthew V. Dwyer, Manager

BHSO, LLC,
a Nebraska limited liability company

By: ___________________________________________

FIRST NATIONAL BANK OF OMAHA, a national banking association

By: ___________________________________________
Title: ________________________________________
The foregoing instrument was acknowledged before me this ___ day of March, 2019, by Thomas McLeay, Manager of Blackstone 302 SPE LLC, a Nebraska limited liability company, Manager of BLACKSTONE HOTEL LLC, a Nebraska limited liability company, on behalf of the company.

______________________________
Notary Public

The foregoing instrument was acknowledged before me this ___ day of March, 2019, by Matthew V. Dwyer, Manager of Blackstone 302 SPE LLC, a Nebraska limited liability company, Manager of BLACKSTONE HOTEL LLC, a Nebraska limited liability company, on behalf of the company.

______________________________
Notary Public

The foregoing instrument was acknowledged before me this ___ day of March, 2019, by ___________________________ of BHSO LLC, a Nebraska limited liability company, Manager of BLACKSTONE HOTEL LLC, a Nebraska limited liability company, on behalf of the company.

______________________________
Notary Public
ACKNOWLEDGMENT OF ASSIGNMENT AND PLEDGE BY
CITY OF OMAHA

The City of Omaha, Nebraska ("City") hereby acknowledges receipt of the above and
foregoing Collateral Assignment and Pledge Agreement ("Assignment") providing for the
assignment and pledge of the Redevelopment Documents as described therein (collectively,
"Redevelopment Documents"), and agrees as follows:

1. The above-referenced Redevelopment Documents are subject to and governed by
the terms and provisions of the Community Development Law, §§ 18-2101 et seq., Nebraska
Revised Statutes.

2. That City will remit directly to First National Bank of Omaha those sums payable
by City pursuant to the Redevelopment Documents relating to the Redevelopment Promissory
Note; and

3. To the extent that ad valorem taxes paid by the County Treasurer of Douglas
County, Nebraska, to the City in conjunction with the Redevelopment Project (as defined in the
above and foregoing Assignment) may be subjected to a security interest, City grants to First
National Bank of Omaha a first priority security interest in that portion of the ad valorem taxes
on the Redevelopment Project calculated pursuant to § 18-2147(1)(b).

Dated: March 12th, 2019.

CITY OF OMAHA, NEBRASKA

By: Jean Stothert, Mayor

Approved as to form and content by
Omaha City Attorney's Office

By: [Signature]
COLLATERAL ASSIGNMENT AND PLEDGE AGREEMENT
(Blackstone Hotel TIF)

This Collateral Assignment and Pledge Agreement (this “Agreement”) is made effective the _____ day of March, 2019, by and between BLACKSTONE HOTEL LLC, a Nebraska limited liability company ("Borrower"), and FIRST NATIONAL BANK OF OMAHA, a national banking association, Omaha, Nebraska ("Lender").

Preliminary Statement

The City of Omaha, Nebraska has issued and delivered to Borrower, a Redevelopment Promissory Note in the amount of $7,807,000.00 (the “Redevelopment Promissory Note”), pursuant to the provisions of the Amended Redevelopment and Occupation Tax Agreement between the City of Omaha, Nebraska and Borrower, signed by Mayor Jean Stothert on February 26, 2019 (the "Redevelopment Agreement"). The Redevelopment Agreement and Redevelopment Promissory Note (collectively, the “Redevelopment Documents”) pertain to Borrower’s undertaking of the redevelopment project located at the 302 S 36th Street, Omaha, Nebraska (the “Redevelopment Project”). As of the date hereof, Borrower remains the owner and holder of the Redevelopment Documents.

Concurrently herewith, Lender has made a loan to Borrower in the amount of $7,807,000.00 (the “Loan”), which Loan is evidenced by that certain $7,807,000.00 Owner Promissory Note executed by Borrower to Lender, dated of even date herewith ("Owner Promissory Note"). As a condition to Lender making the Loan to Borrower, Borrower has agreed to assign and pledge to Lender, the Redevelopment Documents, copies of which are attached hereto, marked Exhibit "A" and by this reference incorporated herein, including all claims, rights, powers, privileges and remedies on the part of Borrower, pertaining thereto, whether arising by statute, at law, in equity or otherwise.

The City of Omaha also issued a Redevelopment Project Revenue Bond in one or more series in an aggregate principal amount not to exceed $22,627,138.00 ("Occupation Tax Bond") pursuant to the provisions of the Redevelopment Agreement. The revenues generated pursuant to the Occupation Tax Bond are pledged to certain bondholders pursuant to Ordinance No. _____________ of the City of Omaha (the “EEA Bond Ordinance”). This Agreement does not assign any interest in the provisions of the Redevelopment Agreement pertaining to the Occupation Tax or Occupation Tax Revenues and the term “Redevelopment Documents” as used herein shall exclude any provisions of or rights under the Redevelopment Agreement arising out of or connected with the Occupation Tax Revenues except as expressly set forth herein or in the Occupation Tax Bond.

NOW, THEREFORE, in consideration of the Loan and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged Borrower and Lender agree as follows:

1. Borrower does hereby assign and pledge to Lender all of Borrower’s right, title and interest in and to the Redevelopment Documents. Borrower hereby authorizes the City of Omaha to make payable any and all Redevelopment Promissory Note payments as follows:
2. BHSO (i) does hereby assign and pledge to Lender all rights of the Redeveloper under Section 6.5 the EEA Bond Ordinance to cause the disbursement of funds from the Project Account on any date from and after and during the continuance of an Event of Default under the Lender’s Loan Documents, (ii) appoints Lender as an “authorized representative” within the meaning of the EEA Bond Ordinance for causing such disbursement, and (iii) in connection with the above and foregoing rights, appoints the Lender as attorney in fact as set forth in paragraph 3 below.

3. Borrower hereby irrevocably appoints Lender its attorney in fact, coupled with an interest and therefore irrevocable, with respect to:

(i) the EEA Bond Ordinance, to cause the disbursement of funds under the EEA Bond Ordinance pursuant to the rights granted in paragraph 2 of this Agreement, and

(ii) give notices or payment instructions to the City of Omaha, Nebraska in accordance with this Agreement, to take any actions necessary or desirable, in Lender’s sole discretion, to collect amounts due under the Redevelopment Promissory Note; to execute and deliver any documents that this Agreement requires Borrower to execute and deliver to Lender; to take any other actions that this Agreement requires Borrower to take; to endorse and cash checks and other instruments representing proceeds of the Redevelopment Promissory Note; and to perform any and all other acts as Lender in its sole judgment reasonably exercised shall deem necessary or desirable with respect to this Agreement, including the signing and filing of any financing statements necessary or appropriate for the collateral.

4. To perfect this Agreement and the assignment and pledge herein, Borrower has delivered the original Redevelopment Promissory Note to Lender concurrently with the execution of this Agreement.

5. When all amounts owing to Borrower to Lender under the Owner Promissory Note have been paid in full, Lender shall terminate this Assignment and reassign, without recourse, and return the original Redevelopment Promissory Note to Borrower.

6. Borrower represents and warrants to Lender that Borrower owns the Redevelopment Promissory Note and all sums now or hereafter due thereunder, free and clear of all liens, claims, security interests, encumbrances, setoffs, defenses and counterclaims, except for the security interest granted to Lender by this instrument.

7. No failure by Lender to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by Lender of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies in this Agreement are cumulative and are not exclusive of any remedies provided by law.
8. This Agreement may not be amended or modified orally.

9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska.

[Space Below Intentionally Left Blank – Signature Page to Follow]
IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement on the date first set forth above.

BLACKSTONE HOTEL LLC,
a Nebraska limited liability company

By:__________________________
   Thomas McLeay, Manager

By:__________________________
   Matthew V. Dwyer, Manager

BHSO, LLC,
a Nebraska limited liability company

By:__________________________

FIRST NATIONAL BANK OF OMAHA, a national banking association

By:__________________________
Title:__________________________
STATE OF NEBRASKA  

) ss.

COUNTY OF DOUGLAS 

The foregoing instrument was acknowledged before me this ___ day of March, 2019, by Thomas McLeay, Manager of Blackstone 302 SPE LLC, a Nebraska limited liability company, Manager of BLACKSTONE HOTEL LLC, a Nebraska limited liability company, on behalf of the company.

________________________________________

Notary Public

STATE OF NEBRASKA  

) ss.

COUNTY OF DOUGLAS 

The foregoing instrument was acknowledged before me this ___ day of March, 2019, by Matthew V. Dwyer, Manager of Blackstone 302 SPE LLC, a Nebraska limited liability company, Manager of BLACKSTONE HOTEL LLC, a Nebraska limited liability company, on behalf of the company.

________________________________________

Notary Public

STATE OF NEBRASKA  

) ss.

COUNTY OF DOUGLAS 

The foregoing instrument was acknowledged before me this ___ day of March, 2019, by ___________________________ of BHSO LLC, a Nebraska limited liability company, Manager of BLACKSTONE HOTEL LLC, a Nebraska limited liability company, on behalf of the company.

________________________________________

Notary Public
ACKNOWLEDGMENT OF ASSIGNMENT AND PLEDGE BY
CITY OF OMAHA

The City of Omaha, Nebraska ("City") hereby acknowledges receipt of the above and
foregoing Collateral Assignment and Pledge Agreement ("Assignment") providing for the
assignment and pledge of the Redevelopment Documents as described therein (collectively,
"Redevelopment Documents"), and agrees as follows:

1. The above-referenced Redevelopment Documents are subject to and governed by
the terms and provisions of the Community Development Law, §§ 18-2101 et seq., Nebraska
Revised Statutes.

2. That City will remit directly to First National Bank of Omaha those sums payable
by City pursuant to the Redevelopment Documents relating to the Redevelopment Promissory
Note; and

3. To the extent that ad valorem taxes paid by the County Treasurer of Douglas
County, Nebraska, to the City in conjunction with the Redevelopment Project (as defined in the
above and foregoing Assignment) may be subjected to a security interest, City grants to First
National Bank of Omaha a first priority security interest in that portion of the ad valorem taxes
on the Redevelopment Project calculated pursuant to § 18-2147(1)(b).

Dated: March 12, 2019.

By: Jean Stothert, Mayor

Approved as to form and content by
Omaha City Attorney's Office

By:
An ordinance authorizing and providing for the issuance of Redevelopment Project Revenue Bonds (Blackstone Hotel) in one or more series in an aggregate principal amount not to exceed $22,627,138.00, for the purpose of paying the costs of reconstructing, improving, extending, rehabilitating, installing, equipping, furnishing and completing certain improvements within the Blackstone Hotel Tax Increment Financing Redevelopment Project Plan Area, and paying the costs of issuance of such bonds; prescribing the form and certain details of such bonds; pledging certain occupation tax revenues to the payment of the principal of and interest on such bonds as the same become due; limiting payment of such bonds to the revenues specified herein; creating and establishing funds and accounts; delegating, authorizing and directing the finance director to exercise his independent discretion and judgment in determining and finalizing certain terms and provisions of such bonds not specified herein; taking other actions and making other covenants and agreements in connection with the foregoing; and related matters.

Presented to City Council

March 12, 2019

APPROVED 7-0

Elizabeth Butler

City Clerk