

**CITY OF LA VISTA
LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT
OCTOBER 3, 2017 AGENDA**

Subject:	Type:	Submitted By:
ACQUISITION OF DEMOLITION RIGHTS – CHILI'S BAR & GRILL, LOT 8, LA VISTA CITY CENTRE, 84 TH STREET REDEVELOPMENT AREA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared for consideration regarding the proposed acquisition of demolition and site preparation rights with respect to the Chili's Bar and Grill, Lot 8, La Vista City Centre in the 84th Street Redevelopment Area.

FISCAL IMPACT

N/A

RECOMMENDATION

Adopt resolution.

BACKGROUND

The City declared the 84th Redevelopment Area a substandard and blighted area in need of redevelopment, created the La Vista Community Development Agency ("Agency"), and adopted documents and instruments that include a Redevelopment Plan for the 84th Street Redevelopment Area, as amended, ("Redevelopment Plan"). The Agency and City, pursuant to applicable documents and instruments including the Redevelopment Plan, desire approval of agreements providing for the acquisition of rights regarding demolition and site preparation with respect to the Chili's Bar and Grill, Lot 8, La Vista City Centre in the 84th Street Redevelopment Area.

The Agency would be the contracting party and the City would directly pay amounts arising under the agreements. A resolution and agreements are presented at this meeting for this purpose and a public hearing will be held to hear and consider any comments, support, opposition, or criticism regarding the acquisition of such rights. A separate agenda item will be considered for City Council approval

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING AGREEMENTS FOR ACQUISITION OF DEMOLITION RIGHTS WITH RESPECT TO LEASEHOLD IMPROVEMENTS OF THE CHILI'S GRILL AND BAR IN THE 84TH STREET REDEVELOPMENT AREA.

WHEREAS, the La Vista Community Development Agency ("Agency") and City of La Vista entered an agreement ("City - Agency Agreement") for the Agency to act as lead agent and contract and otherwise provide for all actions or requirements for demolition and site preparation of the former Brentwood Crossing shopping area located in the vicinity of 84th Street and Brentwood Drive, with the City Engineer designated as the project manager and the City to fund and pay for all costs arising under the agreement from proceeds of the additional one-half of one percent local sales and use tax approved by voters in 2014 for public infrastructure projects within the 84th Street Redevelopment Area, or other available resources; and

WHEREAS, the City Council, acting as the La Vista Community Development Agency and based on advice of the City Engineer, determines that acquisition of demolition rights is necessary to carry out such demolition and site preparation ("Demolition Rights"); and

WHEREAS, proposed agreements are presented to acquire such Demolition Rights with respect to building and other improvements of the Chili's Grill and Bar located in the vicinity of 84th Street and Brentwood Drive.

NOW, THEREFORE, BE IT RESOLVED, that the City Council, acting as the La Vista Community Development Agency and pursuant to the City - Agency Agreement and the Redevelopment Plan for the 84th Street Redevelopment Area, as amended by Amendment No. 1, hereby approves the agreements, as presented, subject to any additions, subtractions, or modifications as the City Administrator or City Engineer determines necessary or advisable ("Agreements"), and completion of any applicable statutory or regulatory requirements to the satisfaction of the Mayor, City Administrator, or any designee of the Mayor or City Administrator.

BE IT FURTHER RESOLVED, that the Mayor, City Administrator, or City Engineer, or any designee of the Mayor, City Administrator, or City Engineer, shall be authorized to take all actions on behalf of the Agency as he or she determines necessary or appropriate to enter or carry out the Agreements, this Resolution, or any actions approved herein, including, without limitation, executing and delivering the Agreements or any other documents or instruments.

BE IT FURTHER RESOLVED, that recitals at the beginning of this Resolution are incorporated into this Resolution by reference.

PASSED AND APPROVED THIS ____ DAY OF _____, 2017.

LA VISTA COMMUNITY DEVELOPMENT AGENCY

Douglas Kindig, Mayor
City of La Vista

ATTEST:

Pamela A. Buethe, CMC
City Clerk

EASEMENT AND DEMOLITION AGREEMENT

THIS EASEMENT AND DEMOLITION AGREEMENT (the "Agreement") is made effective this ____ day of _____, 2017 (the "Effective Date") by and between La Vista City Centre, LLC, a Nebraska limited liability company ("LVCC"), and the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. 18-2101.01 by Ordinance No. 1167 adopted by the City of La Vista, Nebraska (the "Agency").

RECITALS

WHEREAS, the City of La Vista (the "City") declared the 84th Street Redevelopment Area substandard and blighted and in need of redevelopment, and adopted the Redevelopment Plan - 84th Street Redevelopment Area, as amended by Amendment No. 1, ("Redevelopment Plan"), which provides for a Mixed Use Redevelopment Project to eliminate and prevent recurrence of the substandard and blighted area ("Mixed Use Redevelopment Project").

WHEREAS, LVCC and the Agency pursuant to the Redevelopment Plan and Mixed Use Redevelopment Project are parties to a Redevelopment Agreement dated December 1, 2016 (the "Redevelopment Agreement"), which agreement provides for Agency's demolition and removal of all existing buildings and improvements commonly known as the Brentwood Crossing shopping center generally located in the vicinity of 84th Street and Brentwood Drive in La Vista, Nebraska ("Demolition and Site Preparation"), and obtaining such rights as needed for Agency to carry out such Demolition and Site Preparation ("Demolition Rights");

WHEREAS, pursuant to that certain Purchase Agreement for Leasehold Interests (Ground Lease, Sublease, and Conveyance of Building) and Demolition Rights (the "Purchase Agreement") which has been entered by and between LVCC and JL Holdings IV, LLC, a Delaware limited liability company ("JLH") as of August 8, 2017 and which is being executed simultaneously herewith by Agency, pursuant to which LVCC will purchase from JLH:

- (a) that certain Ground Lease dated May 12, 1999 (the "Ground Lease") by and between LVCC (as successor-in-interest to Brentwood Crossing Associates, a Missouri general partnership), as prime landlord, and JLH (as successor-in-interest to Sydran Food Services III, L.P.), as lessee, pertaining to the real property legally described as:

Lot 8, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska,

and commonly known as 7865 So. 84th Street, La Vista, Nebraska 68128 (the "Property"), on which Property a building and related improvements are located (the "Building") (the Property and the Building are collectively referred to herein as the "Premises"); and

- (b) that certain Lease dated December 17, 1999 (as amended, the "Store Lease") by and between JLH (as successor-in-interest to Sydran Holdings VII, LLC), as

lessor, and Brinker Restaurant Corporation, a Delaware corporation (as successor-in-interest to Sydran Food Services, III, L.P.) ("Brinker"), pertaining to the Premises, it being acknowledged that Brinker has entered into a Sublease dated December 10, 2009 (the "Store Sublease") by and between Brinker and Hielen Restaurants, formerly known as Muy Mucho Group, LP, a Texas limited partnership ("Subtenant") pertaining to the Premises;

the acquisition of which interests by LVCC shall be subject to Agency's Demolition Rights and the Easement as described in the Purchase Agreement and in Section 4 herein below;

WHEREAS, the Premises are currently occupied by Chili's Restaurant #30; and

WHEREAS, LVCC and Agency desire to enter into this Agreement to allow Demolition and Site Preparation to proceed, subject to the terms and conditions of this Agreement and the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference and for other good and valuable consideration, including the mutual promises, covenants, and agreements made and contained herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT

1. Concurrent Execution and Effectiveness with Purchase Agreement and Closing. This Agreement is being executed by LVCC and Agency simultaneously with the Agency's execution of the Purchase Agreement (acknowledging that the Purchase Agreement was previously executed by LVCC and JLH on August 8, 2017), and simultaneously with the Closing (as such term is defined in the Purchase Agreement) of the transaction contemplated by the Purchase Agreement.

2. Allocation of Purchase Price. Pursuant to the Purchase Agreement, the consideration to be paid by LVCC and Agency to JLH at Closing (as such term is defined in the Purchase Agreement) is as follows: (i) \$1,100,000.00 to be paid by Agency toward payment of the principal balance of JLH's loan (the "Loan") with Wells Fargo Bank Northwest, National Association, as Trustee for certain participating lenders (the "Lender"), which Loan has a current outstanding principal balance of [\$_____], in connection with which JLH has granted a lien in its interest under the Ground Lease as security for the Loan; (ii) \$75,000.00 to be paid by LVCC to JLH; (iii) [\$_____] to be paid or assumed by LVCC representing the remaining principal balance of the Loan; and (iv) assumption by LVCC of all of JLH's obligations under the Ground Lease and the Store Lease (the payments and performance by the LVCC and Agency as described herein above are collectively referred herein to as the "Purchase Price"). The parties hereto agree that the total amount to be paid by Agency in connection with the transactions contemplated by this Agreement and the Purchase Agreement (collectively, the "Transactions") shall not exceed the \$1,100,000.00 referred to hereinabove and that all other amounts required to be paid in connection with the Transactions, including without limitation, any and all due diligence costs, premiums for any title insurance, escrow closing costs, recording costs of any documents required to be recorded, prepayment

fees on the Loan, any fees assessed by Lender under the Loan for document preparation, contact with Lender, any other fees or charges assessed by Lender in connection with Purchasers' payoff or assumption of the Loan, and any other costs, fees or expenses relating to the Transactions shall be paid by LVCC; provided, however, that each party shall be responsible to pay its own legal fees. The parties further agree that any share of the \$1,100,000.00 to be paid by Agency in connection with the Transactions, at Agency's option, may be paid by the City.

3. Lease Obligations. Upon Closing on the Purchase Agreement, LVCC will hold landlord and lessee interests in the Ground Lease and will hold the lessor's interest under the Store Lease, subject to Agency's Demolition Rights and the Easement described in Section 4 below, and in such capacity LVCC will, at its sole cost and expense, manage the Premises for a period of approximately two (2) years, at which time it is contemplated that LVCC and Subtenant will enter into a new lease to relocate Chili's Restaurant #30 to a new location within the Mixed Use Redevelopment Project, upon the occurrence of which the Store Lease and the Store Sublease shall terminate, the Subtenant shall vacate the Premises and Agency shall exercise its Demolition Rights and easement rights described in the following Section 4 with respect to the Building and all other improvements of the Property.

4. Demolition and Easement Rights.

a. LVCC's interests in the Ground Lease, the Store Lease and the Building shall be subject to Agency's Demolition Rights and an easement and such other rights as necessary or appropriate for Agency to exercise such Demolition Rights and proceed with Demolition and Site Preparation of the Property, Building and other improvements. Agency hereby acknowledges that the Demolition Rights cannot be exercised until LVCC has fulfilled its obligations relating to terminating of the Store Lease and the Store Sublease and requiring that Subtenant vacate the Premises, subject to the terms of Section 5 herein below.

b. Upon the termination of the Store Lease and the Store Sublease and the Subtenant vacating the Premises as described in Section 3 above, on a date to be mutually determined by LVCC and the Agency (which date is anticipated to be approximately two (2) years after the date of this Agreement), or on the date that is four (4) years after the date of this Agreement if LVCC and the Agency within such four (4) year period do not mutually determine another date (the "Easement Date"), Agency shall have an easement (the "Easement") with rights in, to and over the Property, the Building and all existing improvements thereon or therein, for Demolition and Site Preparation and such other work in accordance with the Agency's obligations under the Redevelopment Agreement, including without limitation, the demolition, clearance, removal, transport, transfer, and disposal of the Building and all existing improvements, initial grading, removal or relocation of utilities or soils, or other work, (collectively, the "Agency Work"). Not in limitation of the foregoing, on the Easement Date Agency shall have such interests in the Building and any other structures or other

improvements on the Property as necessary for completion of the Agency Work, including Demolition and Site Preparation. LVCC shall at Closing (as defined in the Purchase Agreement) deliver to Agency for recording an Easement as described in this Section 4 and in form and content satisfactory to Agency.

c. LVCC, before the Easement Date, shall eliminate any recorded or unrecorded interests or encumbrances that might interfere with the Agency Work ("Encumbrances"). Agency's performance of Agency Work shall be subject to LVCC's elimination of such Encumbrances before the Easement Date.

d. Agency, upon completing the Agency Work, shall promptly, at Agency's sole cost and expense, remove from the Property and dispose of any and all materials, debris and equipment connected with the Agency Work.

e. Agency shall keep the Property free and clear of liens for labor and material expended by Agency for the Agency Work.

f. Agency shall not transfer, assign or otherwise convey any interest Agency has in the Easement without prior written consent of LVCC; provided, however, Agency at its option may have any or all Agency Work performed by one or more contractors.

g. Nothing relating to the Easement will be deemed a gift, grant or dedication of any portion of the Property to or for the general public or, except for the specific rights granted to Agency hereunder, for any public purpose whatsoever. No easement, except as set forth herein, shall be implied.

h. Upon completion of the Agency Work and written notice from Agency to LVCC certifying that the Agency Work has been completed, the Easement by its terms automatically shall terminate and LVCC shall hold all right, title and interest in and to Property free and clear of such Easement or Demolition Rights.

5. Term and Termination. The term of this Agreement shall commence as of the Effective Date and shall remain in effect until Agency's completion of the Agency Work as evidenced by written notice from Agency to LVCC certifying that the Agency Work has been completed, unless this Agreement is earlier terminated as provided herein below. This Agreement may be terminated at Agency's option and the transactions contemplated hereby may be abandoned if there has been a material violation or breach by LVCC of any of its representations, warranties or obligations under this Agreement which has not been waived in writing by Agency, or if a condition to the Agency's obligations hereunder cannot be satisfied for any reason other than material breach by Agency, including without limitation, if at least four (4) years have passed since the Effective Date and the Store Lease or Store Sublease has not been terminated, the Subtenant has not vacated the Premises as described in Section 3 above, or the Agency is not reasonably able to commence the Agency Work. The Agency in any such case may, upon 30-days prior written notice to LVCC, terminate this Agreement and

LVCC shall promptly repay to Agency \$1,100,000.00 for the amount that Agency contributed to the Purchase Price pursuant to the Purchase Agreement. LVCC also shall indemnify Agency from any and all other liabilities, costs, expenses, claims and damages arising out of such breach or any third party claim arising out of or in connection with the Purchase Agreement, the Ground Lease, the Store Lease or LVCC's management of the Premises. The parties hereto agree that any amounts to be paid to Agency pursuant to this Section, at Agency's option, may be paid to the City.

6. Security. As security for LVCC's obligation to indemnify Agency as provided in Section 5 above and Section 7 below, including without limitation, LVCC's obligation to pay \$1,100,000.00 to reimburse Agency for the amount that Agency contributed to the Purchase Price, LVCC shall, simultaneous with the execution of this Agreement, deliver to Agency an Irrevocable Standby Letter of Credit in the amount of \$1,100,000.00 in Agency's favor issued by a U.S. National banking association in such form and content as is reasonably agreeable to the La Vista City Administrator acting on behalf of the Agency.

7. Indemnification. Subject to applicable limitations or other provisions of the Nebraska Political Subdivisions Tort Claims Act and in addition to the parties' indemnification obligations set forth in Section 5 above, each party (the "Indemnifying Party") and its successors and assigns hereby agrees to defend, indemnify and hold harmless the other party and its successors and assigns, and the City of La Vista and its successors and assigns, and their respective directors, officers, members, employees, invitees, agents, representatives and affiliates (collectively, the "Indemnified Party") from and against any and all claims, obligations, liabilities, losses, damages, causes of action, suits, demands, claims from indemnity or contribution, penalties, judgments, costs and expenses, including reasonable attorneys' fees and expenses, of every kind and nature whatsoever ("Claims"), to the extent such are proximately caused by any negligent action or inaction of the Indemnifying Party, its successors or assigns or their respective directors, officers, members, employees, invitees, contractors, agents, representatives or affiliates arising out of or resulting from this Agreement. Provided, however, the foregoing provisions of this section shall not operate or be effective to the extent that any Claims are proximately caused by the negligent action or inaction of the Indemnified Party.

8. Insurance. Each party shall, throughout the term of this Agreement, continuously carry commercial general liability insurance in commercially reasonable limits as agreed by the Manager of LVCC and by the La Vista City Engineer on behalf Agency against claims for personal injury or death and property damage, occasioned by accident occurring in connection with the respective party's acts or omissions hereunder or related to access to or use of the Property. The policies shall be written as primary and not contributing. Each policy of insurance shall contain an express waiver in favor of the other party of any and all rights of subrogation thereunder whatsoever against the insured party, its partners, officers, agents and employees, and shall name the other party, the City of La Vista, and their respective directors, officers, members, employees, invitees, contractors, agents, representatives and affiliates as additional insureds.

9. Right to Assign. LVCC may not assign its rights and obligations under this Agreement, or assign or transfer any interest in or to the Ground Lease, the Store Lease, or the Premises during the term of this Agreement without the prior written consent of Agency. Notwithstanding the foregoing, LVCC may, upon prior written notice to Agency, assign its rights under this Agreement to any entity owned or controlled by or affiliated with LVCC, provided that LVCC remains jointly and severally liable under this Agreement with any such assignee.

10. Notices. All notices and correspondence under this Agreement shall be given by verified or registered mail or by overnight delivery with a national courier providing confirmation of delivery to the following addresses:

Agency:

La Vista Community Development Agency
8116 Park View Blvd.
La Vista, NE 68128

With copies to:

City Administrator
8116 Park View Blvd.
La Vista, NE 68128

City Engineer
9900 Portal Road
La Vista, NE 68128

Fitzgerald Schorr, PC, LLO
Attn: Tom McKeon
200 Regency One
10050 Regency Circle
Omaha, NE 68114

LVCC:

La Vista City Centre
Attn: Christopher L. Erickson
P.O. Box 428
Boys Town, NE 68010

With a copy to:

Dvorak Law Group, LLC
Attn: Kendra J. Ringenberg
13625 California Street, Suite 110
Omaha, Nebraska 68154

11. Binding Effect. This Agreement shall be binding upon and shall inure the parties hereto and for the benefit of the heirs, personal representatives, executors, administrators, successors and assigns of the parties hereto.

12. Governing Law; Jury Trial Waiver; Consent to Jurisdiction and Choice of Venue. This Agreement is made and delivered in the State of Nebraska, and shall be governed by the laws thereof. All parties agree to waive any right to a trial by jury on any dispute between the parties, whether contract or tort. All parties consent to jurisdiction of the state and federal courts in the State of Nebraska and agree that any lawsuit between the parties shall be brought only in the state and federal courts in Papillion, Sarpy County, Nebraska.

13. Counterparts. This Agreement may be executed in two or more counterparts, which when taken together, shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts by means of electronic transmission and the parties agree that the receipt of such executed counterparts shall be binding on the parties and shall be construed as originals.

14. Severability. If any provision of this Agreement conflicts with applicable law or is declared invalid or otherwise unenforceable, such conflict or invalidity shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.

15. No Oral Agreements; Integration. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and any prior understandings, negotiations, agreements or representations with respect to the subject matter set forth herein are merged herein; provided, however, that all prior written agreements between LVCC and Agency shall remain in full force and effect.

16. No Waiver. The waiver of any breach of this Agreement by any party hereto shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement.

17. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against a party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

18. Further Assurances. Each party agrees to fully support, coordinate and cooperate to carry out the provisions of this Agreement. Each party will, whenever it shall be reasonably requested to do so by any other party, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each party shall cooperate in good faith with the other parties and shall execute, acknowledge, and deliver any and all documents or requests in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

19. Relationship of Parties. No provision contained in this Agreement nor any acts of any party shall be deemed or construed by any party or by any third person to create the relationship of partnership, joint venture or of any association between the parties, other than contractual relationships stated in this Agreement.

20. Duly Authorized. By signing this Agreement, the person signing on behalf of each party confirms that (i) the undersigned signatory has been duly authorized to sign this Agreement on behalf of the respective party, and (ii) each has read this Agreement, in full, is

fully apprised of its contents, understands the meaning and implications of this Agreement, and executes this Agreement voluntarily and with full understanding of its import.

21. Recitals. The foregoing recitals are incorporated herein by reference.

22. Paragraph Headings. The paragraph headings of this Agreement are solely for the convenience of reference and shall not in any way limit or amplify the terms and conditions hereof.

23. Attorneys' Fees and Expenses. To the extent permitted by applicable law, if any party hereto commences an arbitration or lawsuit to enforce the provisions of this Agreement the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

24. Survival. Subject to the foregoing, upon termination of the Agreement, any section of this Agreement that by its nature should survive termination of this Agreement will survive and continue in effect and be binding upon the parties, including, without limitation, Sections 5, 6, 7, 12, 23, 24 and 25.

25. Effect of Agreement; Survival as Between LVCC and Agency. This Agreement has been entered into by the Agency to provide financing for an approved redevelopment project. As between LVCC and Agency:

a. This Agreement shall continue in effect and survive all closings and conveyances of real estate required by this Agreement, and shall be enforceable by LVCC or Agency against the other; and

b. Except as specifically modified herein, all prior agreements between LVCC and Agency shall remain in full force and effect.

[Remainder of Page Left Blank. Signature Page to Follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

La Vista City Centre, LLC, a
Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

La Vista Community Development Agency,
a community development agency created
pursuant to Neb. Rev. Stat. 18-2101.01

By: _____
Douglas Kindig, Mayor
City of La Vista

PURCHASE AGREEMENT FOR LEASEHOLD INTERESTS (GROUND LEASE, SUBLEASE AND CONVEYANCE OF BUILDING) AND DEMOLITION RIGHTS

THIS PURCHASE AGREEMENT FOR LEASEHOLD INTERESTS (GROUND LEASE, SUBLEASE AND CONVEYANCE OF BUILDING) AND DEMOLITION RIGHTS (the "Agreement") is made effective this 8th day of August, 2017 by and among JL Holdings IV, LLC, a Delaware limited liability company ("JLH" or the "Seller"), La Vista City Centre, LLC, a Nebraska limited liability company ("LVCC") and the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. 18-2101.01 by Ordinance No. 1167 adopted by the City of LaVista (the "Agency") (LVCC and the Agency are each referred to herein as a "Purchaser", and collectively as the "Purchasers").

RECITALS

WHEREAS, the City of La Vista (the "City") declared the 84th Street Redevelopment Area substandard and blighted and in need of redevelopment, and adopted the Redevelopment Plan - 84th Street Redevelopment Area, as amended by Amendment No. 1, ("Redevelopment Plan"), which provides for a Mixed Use Redevelopment Project to eliminate and prevent recurrence of the substandard and blighted area ("Mixed Use Redevelopment Project").

WHEREAS, LVCC and the Agency pursuant to the Redevelopment Plan and Mixed Use Redevelopment Project are parties to a Redevelopment Agreement dated December 1, 2016 (the "Redevelopment Agreement"), which agreement provides for Agency's demolition and removal of all existing buildings and improvements commonly known as the Brentwood Crossing shopping center generally located in the vicinity of 84th Street and Brentwood Drive in La Vista, Nebraska ("Demolition and Site Preparation"), and obtaining such rights as needed for Agency to carry out such Demolition and Site Preparation ("Demolition Rights"), including rights and interests of Seller;

WHEREAS, as of the date hereof, JLH is the current lessee under that certain Ground Lease dated May 12, 1999 (the "Ground Lease") by and between LVCC (as successor-in-interest to Brentwood Crossing Associates, a Missouri general partnership), as prime landlord, and JLH (as successor-in-interest to Sydran Food Services III, L.P.), as lessee, pertaining to the real property legally described as:

Lot 8, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska.

and commonly known as 7865 So. 84th Street, La Vista, Nebraska 68128 (the "Property"), on which Property a building and related improvements are located (the "Building") (the Property and the Building are collectively referred to herein as the "Premises");

WHEREAS, JLH is the current lessor under the following (collectively, the "Store Lease"):

(a) that certain "Lease" dated as of December 17, 1999,

(b) that certain "Amendment to Lease" dated as of June 29, 2000, and

(c) that certain "Second Amendment to Lease" dated as of November 15, 2001,

by and between JLH (as successor-in-interest to Sydran Holdings VII, LLC), as lessor, and Brinker Restaurant Corporation, a Delaware corporation (as successor-in-interest to Sydran Food Services, III, L.P.) as sublessor ("Sublessor" or "Brinker"), pertaining to the Premises, which Store Lease has been amended, supplemented and modified as set forth in Schedule A attached hereto and incorporated herein by the reference;

WHEREAS, Sublessor has subleased the Premises to Hielan Restaurants, formerly known as Muy Mucho Group, LP, Texas limited partnership ("Subtenant") pursuant to that certain Sublease Agreement dated as of December 10, 2009 (the "Store Sublease") by and between Sublessor and Subtenant;

WHEREAS, the Premises are currently occupied by Chili's Restaurant #30 (known by Brinker as Brinker #931);

WHEREAS, JLH obtained an extension of credit (the "Loan") with Wells Fargo Bank Northwest, National Association, as Trustee for certain participating lenders (the "Lender"), in which JLH granted a lien in its interest under the Ground Lease as security for the Loan (all documents evidencing or securing the Loan are collectively referred to as the "Wells Fargo Loan Documents"); and

WHEREAS, JLH has agreed to sell and the Purchasers have agreed to purchase all of JLH's interest in and to the Ground Lease, the Store Lease and the Building, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, including the payment of the Purchase Price and the execution of the Assignment and the Release, the receipt and sufficiency of which are agreed by the parties, the parties agree as follows:

1. Agreement to Sell and Purchase. JLH agrees to sell all of its right, title and interest in the Ground Lease, the Store Lease and the Building to the Purchasers (including Seller's interest, without representation or warranty, in the Demolition Rights), as follows:

1.1 At the Closing (as defined herein below), LVCC shall acquire all of JLH's right, title and interest in the Ground Lease, the Store Lease and the Building (subject to Agency's Demolition Rights and the easement described in Section 1.1(iii) below), and as a result thereof the following shall occur:

(i) Upon Closing, LVCC shall hold both the landlord and lessee interests under the Ground Lease, which shall automatically cause a merger of such interests and shall result in the termination of the Ground Lease;

(ii) LVCC shall hold the lessor's interest under the Store Lease, and in such capacity LVCC will manage the Premises for a period of approximately two (2) years, at which time it is contemplated that LVCC and Subtenant will enter into a new lease to relocate Chili's Restaurant #30 to a new location, upon the occurrence of which the Store Lease and the Store Sublease shall terminate; and

(iii) LVCC's interests acquired from Seller in the Ground Lease, the Store Lease and the Building shall be subject to Agency's Demolition Rights and an easement and such other rights as necessary or appropriate for Agency to exercise such Demolition Rights to be set forth in that certain Easement and Demolition Agreement by and between LVCC and Agency relating to the Demolition and Site Preparation and the Demolition Rights pertaining to the Premises.

2. Consideration. As consideration for this Agreement, the Purchasers shall:

2.1 Pay the Loan in full to the Lender at Closing, or as otherwise agreed by Lender, (including paying any pre-payment penalties, which are expected to be no more than 6% of the principal balance, and Lender's fees, expenses, document preparation expenses and attorney's fees and expenses, if any), or at LVCC's option, subject to Lender approval, LVCC shall assume the Loan (including obtaining a release of JLH and its affiliates for the Loan). If LVCC cannot negotiate an assumption of the Loan with a release of JLH, LVCC shall pay off the Loan in full;

2.2 Pay to JLH the sum of Seventy-Five Thousand and NO/100 Dollars (\$75,000.00), which amount shall be payable in immediately available funds at Closing; and

2.3 LVCC shall assume all of JLH's obligations under the Ground Lease and the Store Lease and will hold JLH harmless from any obligations assumed by LVCC under the Ground Lease and the Store Lease.

The payments and performance by the Purchasers under this Section 2 are collectively referred herein to as the "Purchase Price". Payment of the Purchase Price as between LVCC and the Agency shall be as they agree and any share of Purchase Price to be paid by Agency at its option may be paid by the City of La Vista.

3. Due Diligence Deliverables. Within three (3) days after the execution of this Agreement by JLH and LVCC, JLH will provide LVCC with full and complete copies of (a) the Ground Lease (as amended), (b) the Store Lease (as amended), (c) any documents relating to the Ground Lease or Store Lease in JLH's possession, (d) the Wells Fargo Loan Documents (as amended), including but not limited to any loan agreements, security agreements, promissory notes, guaranties, and deeds of trust, (e) information regarding the current outstanding principal balance of the Loan, (f) Loan payoff information, (g) all documents in JLH's possession regarding any lien or encumbrance in connection with the Building, and (h) such other information in JLH's possession as may reasonably be requested by Purchasers (collectively, the "Diligence Materials"). JLH shall provide commercially reasonable assistance to LVCC to obtain payoff information on the Loan or the assumption information from the Lender if LVCC decides to

assume the Loan.

4. **Diligence Period.** LVCC shall have thirty (30) days (the "Diligence Period") beginning on the date the Diligence Materials are provided to LVCC to review all of the information related to the Diligence Materials, the title commitment, and such other information as LVCC may deem relevant to determine, in LVCC's sole and absolute discretion, whether the Loan will be paid in full at Closing or whether the Loan will be assumed by LVCC, and whether the transaction is desirable and feasible. If LVCC, in its sole and absolute discretion, shall determine that LVCC does not desire to effectuate the transaction contemplated herein for whatever reason, then LVCC may terminate this Agreement by giving written notice of such termination to JLH and to the Agency prior to expiration of the Diligence Period, and upon such termination all obligations of the Purchasers and JLH under this Agreement shall terminate and be null and void except for the parties obligations under Section 9 (Nondisclosure and Prohibition on Communications) and Section 14 (Closing Costs) hereof. During the Diligence Period, JLH shall allow reasonable access by the Purchasers or their designees to the Property and the Building to facilitate the Purchasers' conduct of its due diligence review, subject to the Tenant's rights under the Store Lease. Purchasers shall not undertake any intrusive testing (such as drilling) and shall indemnify JLH for any claim for any damages incurred as a result of any due diligence conducted by Purchasers. This indemnity shall survive the termination of this Agreement or the closing of the sale contemplated by this Agreement. Purchasers shall take title to the Building and the Premises "where is, as is" and without any warranty to the condition of the Building or the Premises.

5. **Transaction Documents.** The Closing is conditioned upon the parties entering into and providing the following documents at Closing and such other documents as may be reasonably required to effectuate the transaction:

5.1 Bill of Sale (the "Bill of Sale") substantially in the form attached hereto as Exhibit "1" conveying all JLH's ownership and interest in the Building from JLH to LVCC subject to the Store Lease, the Store Sublease, and the Demolition Rights. JLH has no interest in personal property or fixtures located within the Building, which shall be excluded from the Bill of Sale. The Bill of Sale will contain a representation and warranty of JLH's ownership of the Building (subject to the Store Lease and the Store Sublease) and of no liens or encumbrances initiated by JLH other than the Wells Fargo Loan Documents and other than any lien or encumbrance shown on the title commitment. There will be no representation or warranty with respect to the condition of the Building or any improvements. JLH does not know and will not warrant the status of any liens on the Building.

5.2 Quitclaim Bill of Sale (the "Quitclaim Bill of Sale") substantially in the form attached hereto as Exhibit "4" conveying the Demolition Rights from JLH to Agency, subject to the Store Lease and Store Sublease. By signing this Agreement and accepting the Quitclaim Bill of Sale, the Agency acknowledges that the Agency's rights under the Quitclaim Bill of Sale are subject to the Store Lease and the Store Sublease.

5.3 Assignment and Assumption by LVCC of JLH's interest under the Ground Lease and the Store Lease (the "Assignment") substantially in the form attached hereto as Exhibit "2".

5.4 Assignment and Assumption by LVCC of the Wells Fargo Loan Documents, if applicable, containing a release of liability of JLH (and any of its affiliates) under the Wells Fargo Loan Documents.

5.5 Release by LVCC of JLH as the ground lessor under the Ground Lease (the "Release") substantially in the form attached as Exhibit "3". LVCC shall be responsible for obtaining and delivering the signed Release at Closing.

5.6 Estoppel Certificate in the form attached hereto as Exhibit "5" executed by Brinker in favor of JLH, its successors or assigns, confirming the existing rent under the Store Lease, confirming the current term and any extensions thereof, and stating that there are no existing defaults under the Store Lease or, to Brinker's knowledge, under the Store Sublease. JLH shall use commercially reasonable efforts to obtain and deliver the signed Estoppel Certificate at Closing. Delivery of the Estoppel Certificate is not a condition to Closing.

5.7 Easement and Demolition Agreement by and between LVCC and Agency relating to the Demolition and Site Preparation and the Demolition Rights pertaining to the Premises.

6. Representations and Warranties. JLH represents and warrants to the Purchasers as of the date of the execution of this Agreement and as of the date of Closing as follows:

6.1 JLH is a limited liability company duly organized and operated under the laws of the State of Delaware; JLH has the authority and power to execute this Agreement and complete the transaction contemplated by this Agreement; and that the person signing this Agreement is an officer of JLH and is duly authorized to execute this Agreement on behalf of JLH;

6.2 That there are no defaults under the Store Lease of which JLH is aware; that JLH has fully performed its obligations under the Store Lease; and that a true and accurate copy of the Store Lease will be provided to the Purchasers as a part of the Due Diligence Materials and be attached as an exhibit to the Assignment; and

6.3 That there are no defaults under the Loan of which JLH is aware; that the Wells Fargo Loan Documents provided to the Purchasers are true, complete and accurate copies; and that the outstanding principal balance of the Loan as disclosed in the Diligence Materials has not increased.

JLH does not provide any representations or warranties with respect to the condition of the Building or regarding performance under the Store Sublease. Purchasers shall rely on their own due diligence and shall accept the Building in its "as-is where-is condition" at the time of Closing. Purchasers acknowledge that JLH has disclosed to the Purchasers that, pursuant to the Redevelopment Plan and related redevelopment projects, a material portion of the parking located at the Property is identified for public streets and accessway and the parking area and accessways for the Property may be significantly restructured and/or reduced as part of redevelopment projects for the area surrounding the Property. Purchasers are involved in the

projects and are familiar with the proposed uses of the Property and are not relying on any statement or representation of JLH in acquiring JLH's interest in the Ground Lease, the Store Lease and the Building under this Agreement. The parties further agree that if any entity with eminent domain authority files or threatens to file a condemnation proceeding during the term of this Agreement or otherwise provides notice regarding the potential changes to the Property, JLH shall provide written notice of such threat of the filing, the filing of the condemnation proceeding or the notice, and Purchasers and JLH shall cooperate in the condemnation proceeding. After the Diligence Period (i) no action taken as a result of any condemnation proceeding whether in respect to the Property, the Ground Lease or the Store Lease, and (ii) no event or occurrence which results in damage to or destruction of the Building or the Premises, shall relieve the Purchasers of their obligations under this Agreement. The Purchasers' sole remedy in the event of any condemnation proceeding shall be the award in the condemnation proceeding, and JLH agrees to assign its interest in any condemnation award to Purchasers at Closing and following the payment of the Purchase Price by Purchasers. The Purchasers' sole remedy in the event of an event or occurrence which results in damage to or destruction of the Building or the Premises shall be the payment of all applicable insurance proceeds, and JLH agrees to assign its interest in any such applicable insurance proceeds to Purchasers at Closing and following the payment of the Purchase Price by Purchasers.

7. Purchasers' Representations and Warranties. LVCC, Agency, or both Purchasers represent and warrant to JLH as of the date of the execution of this Agreement and as of the Closing that:

7.1 LVCC is a limited liability company duly organized and operated under the laws of the State of Nebraska;

7.2 Agency is a community development agency created pursuant to Neb. Rev. Stat. 18-2101.01 by Ordinance No. 1167 adopted by the City;

7.3 The Purchasers have the authority and power to execute this Agreement and complete the transaction contemplated by this Agreement; and

7.4 The person signing this Agreement on behalf of LVCC is duly authorized to sign this Agreement on behalf of LVCC. The person signing this Agreement on behalf of the Agency is duly authorized to sign this Agreement on behalf of the Agency.

8. Closing. Unless either Purchaser terminates this Agreement during the Diligence Period, the Purchasers and JLH shall close the transaction (the "Closing") within thirty (30) days after the expiration of the Diligence Period on a date mutually agreed upon by the parties hereto. At Closing:

8.1 JLH shall deliver to Purchasers:

8.1.1. A fully executed Assignment.

8.1.2. A fully executed Bill of Sale.

8.1.3 A fully executed Quitclaim Bill of Sale.

8.1.4 A fully executed Estoppel Certificate, if obtained by JLH.

8.2. Purchasers shall deliver to JLH:

8.2.1. The \$75,000 cash portion of the Purchase Price by wire transfer to JLH.

8.2.2. If the Loan is assumed by LVCC, a copy of the assumption documents regarding the Loan, including the release of JLH and its affiliates from liability under the Wells Fargo Loan Documents, fully executed by LVCC and Lender.

8.2.3. If the Loan is paid off, proof that the Loan has been paid or will be paid by Purchasers from the Purchase Price, followed as soon as reasonably available with a receipt of the payoff from Lender.

8.2.4. A Release of JLH from liability under the Ground Lease, fully executed by LVCC.

8.2.5. A fully executed Assignment.

9. Nondisclosure and Prohibition on Communications. To facilitate the transaction under this Agreement, this Agreement, the Assignment, the Bill of Sale, Quitclaim Bill of Sale, the Release, the Ground Lease, Store Lease, and Wells Fargo Loan Documents (collectively the "Confidential Documents") shall be deemed to be confidential, and no party hereto shall disclose any of the Confidential Documents except to its members, attorneys, accountants and other professionals, or any other disclosure that is required by applicable law. It is contemplated that the Agency's approval of this Agreement may take several weeks following the execution of this Agreement by JLH and LVCC. The provisions of this paragraph shall apply to JLH and LVCC upon the execution of this Agreement by both JLH and LVCC. JLH may disclose Confidential Documents to LVCC prior to the final approval of this Agreement by the Agency and LVCC and JLH shall not disclose any Confidential Documents to the Agency until the Agency has fully approved and signed this Agreement. The parties hereto shall inform any person to whom any portion of the Confidential Documents are disclosed that the person may not further disclose the Confidential Documents except as permitted by this Agreement or as required by law. Purchasers shall not contact Lender, Sublessor or Sublessee without Seller's prior consent. The parties hereto shall not disclose the terms of this Agreement to anyone except for the existence of the Assignment or as otherwise permitted by this Agreement. The parties agree that it may be difficult to determine the nature or extent of any party's damages for breach of this provision and each party may enforce the nondisclosure obligation under this Agreement against the other party or any person to whom the Confidential Documents have been disclosed by injunction in addition to any claim that such party may have for damages for breach of this Agreement. LVCC may disclose this Agreement and the Quitclaim Bill of Sale to the Agency and the Agency may disclose this Agreement and the Quitclaim Bill of Sale in connection with obtaining approval for the Agency to execute this Agreement. The Agency may not disclose any

other Confidential Documents.

10. Indemnity if the Loan is Assumed. If LVCC assumes the balance of the Loan, LVCC shall indemnify JLH (and any of its affiliates who may be parties to the Wells Fargo Loan Documents) and Agency and hold JLH (and any of its affiliates who may be parties to the Wells Fargo Loan Documents) and Agency harmless from any liability under the Wells Fargo Loan Documents due to LVCC's performance or default in performance under the Wells Fargo Loan Documents after the Closing, including, but not limited to any attorney's fees and expenses incurred by JLH (and any of its affiliates who may be parties to the Wells Fargo Loan Documents) or Agency due to the failure of LVCC to perform under the Wells Fargo Loan Documents.

11. Purchasers' Right to Assign. Each Purchaser may assign its rights under this Agreement to any entity owned or controlled by or affiliated with such Purchaser, provided that the assignment does not affect the Purchasers' obligations under this Agreement, including the payment of the Purchase Price and the indemnity if any unpaid balance of the Loan is assumed.

12. Notices. Any notice required to be given hereunder shall be in writing and shall be deemed duly served if and when delivered by a nationally recognized courier service or next day delivery service (such as Federal Express or UPS) to the following addresses:

To JLH:

JL Holdings IV, LLC
Attn: Maria Holsinger
RiverRock Real Estate Group
100 Bayview Circle, Suite 2600
Newport Beach, CA 92660

With copies to: Ken Freed, 4695 MacArthur Court, Suite 1100, Newport Beach, CA 92660 and Trev E. Peterson, Knudsen, Berkheimer, Richardson & Endacott, LLP, 3800 VerMaas Place, Lincoln, NE 68502;

To LVCC:

La Vista City Centre, LLC
Attn: Christopher L. Erickson
905 Leavenworth Street
Omaha, NE 68102

With a copy to Kendra Ringenberg, Dvorak Law Group LLC, 13625 California Street, Suite 110, Omaha, NE 68154; and

To Agency:

La Vista Community Development Agency

Attn: Brenda Gunn
8116 Park View Blvd.
La Vista, NE 68128

With a copy to Tom McKeon, Fitzgerald Schorr, PC, LLO, 200 Regency One, 10050 Regency Circle, Omaha, NE 68114.

Each party may change its address for the purposes hereof by giving written notice thereof to the other.

13. Prorations. If Closing is not on the first day of the month, the rents and any other payments due under the Ground Lease, the Store Lease and the monthly payment on the Loan shall be prorated to the date of Closing.

14. Closing Costs. The Purchasers shall pay all costs associated with the Closing of this transaction: including all due diligence costs, the premium for any title insurance, the escrow closing costs, the recording cost of any documents required to be recorded, prepayment fees on the Loan, any fees assessed against JLH by Lender under the Wells Fargo Loan Documents for document preparation, contact with Lender, any other fee or charge assessed by Lender due to the Purchasers' payoff or assumption of the Loan, and each of the Purchasers shall be responsible for their own respective legal fees. LVCC shall pay the following costs associated with the Closing of this transaction: assumption fees on the Loan if any unpaid balance of the Loan is assumed, any fees assessed against JLH by Lender under the Wells Fargo Loan Documents for document preparation, contact with Lender, any other fee or charge assessed by Lender due to the LVCC's assumption of any unpaid balance of the Loan, and its own legal fees relating thereto. JLH shall be responsible for its own legal fees.

15. Binding Effect. This Agreement shall be binding upon and shall inure the parties hereto and for the benefit of the heirs, personal representatives, executors, administrators, successors and assigns of the parties hereto.

16. Governing Law; Jury Trial Waiver; Consent to Jurisdiction and Choice of Venue. This Agreement is made and delivered in the State of Nebraska, and shall be governed by the laws thereof. All parties agree to waive any right to a trial by jury on any dispute between the parties, whether contract or tort. All parties consent to jurisdiction of the state and federal courts in the State of Nebraska and agree that any lawsuit between the parties shall be brought only in the state and federal courts in Papillion, Sarpy County, Nebraska.

17. Counterparts. This Agreement may be executed in two or more counterparts, which when taken together, shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts by means of electronic transmission and the parties agree that the receipt of such executed counterparts shall be binding on the parties and shall be construed as originals.

18. Severability. If any provision of this Agreement conflicts with applicable law or is declared invalid or otherwise unenforceable, such conflict or invalidity shall not affect the

other provisions of this Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.

19. No Oral Agreements; Integration. This Agreement constitutes the entire understanding and agreement of the parties, and any prior understandings, negotiations, agreements or representations are merged herein, except as to any written agreements between LVCC and Agency.

20. No Waiver. The waiver of any breach of this Agreement by any party hereto shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement.

21. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against a party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

22. Further Assurances. Each party agrees to fully support, coordinate and cooperate to carry out the provisions of this Agreement. Each party will, whenever it shall be reasonably requested to do so by any other party, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each party shall cooperate in good faith with the other parties and shall execute, acknowledge, and deliver any and all documents or requests in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

23. Relationship of Parties. No provision contained in this Agreement nor any acts of any party shall be deemed or construed by any party or by any third person to create the relationship of partnership, joint venture or of any association between the parties, other than contractual relationships stated in this Agreement.

24. Duly Authorized. By signing this Agreement, the person signing on behalf of each party confirms that (i) the undersigned signatory has been duly authorized to sign this Agreement on behalf of the respective party, and (ii) each has read this Agreement, in full, is fully apprised of its contents, understands the meaning and implications of this Agreement, and executes this Agreement voluntarily and with full understanding of its import.

25. Recitals. The foregoing recitals are incorporated herein by reference.

26. Paragraph Headings. The paragraph headings of this Agreement are solely for the convenience of reference and shall not in any way limit or amplify the terms and conditions hereof.

27. Attorneys' Fees and Expenses. To the extent permitted by applicable law, if any party hereto commences an arbitration or lawsuit to enforce the provisions of this Agreement the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

28. Effect of Agency's Failure to Approve Agreement. The parties contemplate that the Agency will seek approval of this Agreement by the LaVista City Council. If the Agency does not obtain approval of the transaction contemplated by this Agreement, and if LVCC has not exercised its right to terminate this Agreement during the Diligence Period, LVCC shall be bound to purchase the rights of JLH as provided in this Agreement as though the Agency had signed this Agreement and any conveyance by JLH to the Agency shall be substituted by a conveyance from JLH to LVCC, and Agency shall have no obligations or liability under this Agreement.

29. Effect of Agreement; Survival as Between LVCC and Agency. This Agreement has been entered into by the Agency to provide financing for an approved redevelopment project. As between LVCC and Agency this Agreement shall continue in effect and survive all closings and conveyances of real estate required by this Agreement, and shall be enforceable by LVCC or Agency against the other.

**[Remainder of Page Left Blank.
Signature Page to Follow.]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

JL Holdings IV, LLC, a
Delaware limited liability company

By: 
Matthew Schoenberg, its President

La Vista City Centre, LLC, a
Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

La Vista Community Development Agency,
a community development agency created
pursuant to Neb. Rev. Stat. 18-2101.01

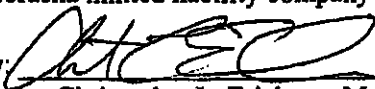
By: _____
Douglas Kindig, Mayor
City of La Vista

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**JL Holdings IV, LLC, a
Delaware limited liability company**

By: _____
Matthew Schoenberg, its President

**La Vista City Centre, LLC, a
Nebraska limited liability company**

By:  _____
Christopher L. Erickson, Manager

**La Vista Community Development Agency,
a community development agency created
pursuant to Neb. Rev. Stat. 18-2101.01**

By: _____
Douglas Kindig, Mayor
City of La Vista

Schedule A

List of Documents which Set Forth, Amend, Supplement or Modify the Store Lease

1. **Lease** dated December 17, 1999, by and between Sydran Holdings VII, LLC and Sydran Food Services III, L.P.
2. **Memorandum of Lease** dated December 17, 1999, by and between Sydran Holdings VII, LLC and Sydran Food Services III, L.P.
3. **Assignment and Assumption of Lease and Conveyance of Building** dated December 17, 1999, by and between Sydran Food Services III, L.P. and Sydran Holdings VII, LLC.
4. **Amendment to Lease** dated June 29, 2000, by and between Sydran Holdings VII, LLC and Sydran Food Services III, L.P.
5. **Memorandum of Amendment of Lease** dated June 29, 2000, by and between Sydran Holdings VII, LLC and Sydran Food Services III, L.P.
6. **Assignment and Assumption of Lease** dated effective November 15, 2001, by and between Sydran Food Services III, L.P. and Brinker Restaurant Corporation.
7. **Second Amendment to Lease** dated effective November 15, 2001, by and between Sydran Holdings VII, LLC and Brinker Restaurant Corporation.
8. **Notice Letter** dated November 15, 2001 regarding assignment of December 17, 1999 Lease.
9. **Notice Letter** dated July 11, 2005, regarding change of Landlord from Sydran Holdings VII, LLC to Jaylor Holdings IV, LLC.
10. **Assignment and Assumption of Ground Lease and Sublease and Conveyance of Building** dated as of June 29, 2006, between Jaylor Holdings IV, LLC and JL Holdings IV, LLC.
11. **Notice Letter** dated July 13, 2006, regarding change of Landlord between Jaylor Holdings IV, LLC and JL Holdings IV, LLC.
12. **Notice Letter** dated August 31, 2007, regarding change of Landlord address for notice.
13. **Notice Letter** dated May 1, 2017, regarding change of Landlord address for notice.

Exhibit "1"

**Form of Bill of Sale
(in recordable form)**

BILL OF SALE

FOR VALUABLE CONSIDERATION, JL Holdings IV, LLC, a Delaware limited liability company ("Jaylor") quitclaims, transfers and conveys to _____, a _____ (the "Transferee"), all of Jaylor's right, title and interest in and to the following:

The Building owned by Jaylor and located on the following real property:

Lot 8, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska (commonly known as 7865 So. 84th Street, La Vista, Nebraska).

This conveyance is made subject to the Store Lease, the Store Sublease, the Demolition Rights and the Easement in favor of the Agency as set forth in the Purchase Agreement between Jaylor, La Vista City Centre, LLC, and the La Vista Community Development Agency dated _____, 2017 (the "Purchase Agreement"); and, except as expressly set forth herein, without any warranty concerning the Building or title to any personal property or fixtures located on the property described above, including any warranty, express or implied, as to merchantability or fitness for a particular purpose, all warranties being expressly disclaimed.

Any capitalized term not defined in this bill of sale shall have the meaning assigned to it in the Purchase Agreement.

Dated this _____ day of _____, 2017.

JL HOLDINGS IV, LLC, a Delaware limited liability company,

By: _____
Matthew Schoenberg, its President

Exhibit "2"

Form of Assignment and Assumption of Ground Lease

**ASSIGNMENT AND ASSUMPTION OF GROUND LEASE
AND LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made effective this ____ day of _____, 2017 by and between JL Holdings IV, LLC, a Delaware limited liability company ("Jaylor") and _____, a _____ ("Assignee").

WHEREAS, Jaylor is the owner and holder of the lessee's interest under the ground lease dated May 12, 1999 between Brentwood Crossing Associates, a Missouri general partnership, as ground lessor ("Brentwood") and Sydran Food Services III, L.P. as ground tenant ("Sydran III"), as amended from time to time (the ground lease and all amendments being collectively referred to as the "Ground Lease") describing the real property legally described as:

Lot 8, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska

Commonly known as 7865 So. 84th Street, La Vista, Nebraska (the "Property"); and

WHEREAS, copies of the Ground Lease and all amendments are attached hereto collectively as Exhibit "1;" and

WHEREAS, Sydran III assigned the Ground Lease to Sydran Holdings VII, LLC ("Holdings VII"); and

WHEREAS, Holdings VII leased the Property to Sydran III under the terms of the lease dated December 17, 1999 (the "Brinker Lease"), the Brinker Lease having been acquired by Brinker Restaurant Corporation, a Delaware corporation ("Brinker"); and Brinker has leased the Property to Muy Mucho Group LP, a Texas limited partnership (now known as Hielan Restaurants) ("Hielan") under the terms of a sublease (the "Sublease") of which Jaylor is not a party; and

WHEREAS, Jaylor is the successor in interest to Holdings VII as the tenant under the Ground Lease and is the successor in interest to the rights of the landlord under the Brinker Lease; and

WHEREAS, copies of the Brinker Lease and all amendments are attached hereto collectively as Exhibit "2;" and

WHEREAS, La Vista City Centre, LLC, a Nebraska limited liability company (the

"Ground Lessor") is the successor in interest to the interest of Brentwood under the Ground Lease; and

WHEREAS, Jaylor has agreed to sell and Assignee has agreed to buy Jaylor's interest under the Ground Lease subject to the terms and conditions of the Purchase Agreement between Jaylor, Ground Lessor, and the La Vista Community Development Agency dated _____, 2017.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are agreed by the parties, the parties agree as follows:

1. Assignment and Assumption. Jaylor assigns all of its right, title and interest as the tenant in and to the Ground Lease and all of its right, title and interest as the landlord under the Brinker Lease to Assignee effective on _____, 2017 (the "Effective Date"). Assignee accepts the assignment of Jaylor's interest as the tenant under the Ground Lease and Jaylor's interest as the landlord under the Brinker Lease and assumes all of Jaylor's rights and obligations as tenant under the Ground Lease and as landlord under the Brinker Lease as of the Effective Date.

2. Indemnity by Jaylor. Jaylor does hereby agree to indemnify, hold harmless and defend Assignee from and against all claims, damages, losses, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising out of any failure by Jaylor to perform or observe the obligations, covenants, terms and conditions of or under the Brinker Lease, to the extent arising prior to the Effective Date.

3. Indemnity by Assignee. Assignee does hereby agree to indemnify, hold harmless and defend Jaylor from and against all claims, damages, losses, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising out of any failure by Assignee to perform or observe the obligations, covenants, terms and conditions of or under the Brinker Lease, to the extent arising after the Effective Date.

4. Notice to Tenant under Sublease. Jaylor shall give written notice of this Assignment to the Current Tenant. The form of the notice shall be approved by Assignee, which approval shall not be unreasonably withheld.

**[Remainder of Page Left Blank.
Signature Page to Follow.]**

This Agreement was executed as of the day and year first shown above.

JL HOLDINGS IV, LLC, a
Delaware limited liability company

By: _____
Matthew Schoenberg, its President

_____,
A _____

By: _____
_____, its Manager

Exhibit "3"

Form of Release under Ground Lease

RELEASE

THIS RELEASE is made effective this ____ day of _____, 2017 from La Vista City Centre, LLC, a Nebraska limited liability company ("LVCC") to JL Holdings IV, LLC, a Delaware limited liability company ("Jaylor").

WHEREAS, Jaylor is the owner and holder of the lessee's interest under the ground lease dated May 12, 1999 between Brentwood Crossing Associates, a Missouri general partnership, as ground lessor ("Brentwood") and Sydran Food Services III, L.P. as ground tenant ("Sydran III"), as amended from time to time (the ground lease and all amendments being collectively referred to as the "Ground Lease") describing the real property legally described as:

Lot 8, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska.

Commonly known as 7865 So. 84th Street, La Vista, Nebraska (the "Property"); and

WHEREAS, Sydran III assigned the Ground Lease to Sydran Holdings VII, LLC ("Holdings VII"); and

WHEREAS, Jaylor is the successor in interest to Holdings VII as the tenant under the Ground Lease; and

WHEREAS, LVCC is the successor in interest to the interest of Brentwood under the Ground Lease; and

WHEREAS, Jaylor has agreed to sell and _____, a _____ ("Purchaser") has agreed to buy Jaylor's interest under the Ground Lease subject to the terms and conditions of the Purchase Agreement between Jaylor, LVCC, and the La Vista Community Development Agency dated July ___, 2017 (the "Sale");

WHEREAS, in connection with and as a condition to closing on the Sale, LVCC has agreed to provide this Release to Jaylor.

NOW, THEREFORE, for good and valuable consideration, including the assumption of Jaylor's interest under the Ground Lease by Purchaser, the receipt and sufficiency of which are acknowledged by LVCC, LVCC releases Jaylor, its predecessors in interest under the Ground Lease and Jaylor's affiliates, successors and assigns, from any liability, claim or demand, whether known or unknown, whether sounding in law or equity, arising under the terms of the Ground Lease or any claim arising by virtue of Jaylor being the lessee or successor lessee under

the Ground Lease. LVCC shall hold Jaylor harmless from any liability, claim or demand under the Ground Lease, arising from and after the date of this Assignment, including Jaylor's reasonable attorney's fees and expenses.

This Release was executed as of the day and year first shown above.

LA VISTA CITY CENTRE, LLC,
A Nebraska Limited liability company

By: _____
_____, its Manager

Exhibit "4"

**Form of Quitclaim Bill of Sale
(in recordable form)**

QUITCLAIM BILL OF SALE

FOR VALUABLE CONSIDERATION, JL Holdings IV, LLC, a Delaware limited liability company ("Jaylor") quitclaims, transfers and conveys to _____, a _____ (the "Purchaser"), all of Jaylor's right, title and interest in or to the following described property and improvements thereof, if any, to carry out, and consents to, the demolition of improvements located on and site preparation of the following real property:

Lot 8, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska (commonly known as 7865 So. 84th Street, La Vista, Nebraska).

This conveyance is made subject to the Store Lease and Store Sublease; and, except as expressly set forth herein, without any representation or warranty of any kind, all warranties being expressly disclaimed.

By accepting this Bill of Sale, the Purchaser acknowledges that the Purchaser's rights are subject to the existing Store Lease, the Store Sublease, and subject to the other matters listed in the title commitment to the real property issued by _____ dated _____. Any capitalized term not defined in this bill of sale shall have the meaning assigned to it in the Purchase Agreement between Jaylor, La Vista City Centre, LLC and the La Vista Community Development Agency dated _____, 2017.

Dated this _____ day of _____, 2017.

JL HOLDINGS IV, LLC, a Delaware limited liability company,

By: _____
Matthew Schoenberg, its President

Exhibit "5"

Form of Estoppel Certificate

ESTOPPEL CERTIFICATE

This Certificate is given to La Vista City Centre, LLC, a Nebraska limited liability company, and the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. 18-2101.01 by Ordinance No. 1167 adopted by the City of La Vista (collectively, the "Purchasers"), by Brinker Restaurant Corporation, a Delaware corporation, successor in interest to Sydran Food Services III, L.P. ("Tenant").

Whereas, JL Holdings IV, LLC ("JLH"), as successor in interest to Sydran Holdings VII, LLC, is the current landlord (the "Landlord") under that certain Lease dated December 17, 1999, as amended by that certain Amendment to Lease dated June 29, 2000, and that certain Second Amendment to Lease dated November 15, 2001 (collectively, the "Lease") by and between JLH and Tenant for that certain property commonly known as 7865 S. 84th Street, La Vista, Nebraska 68128 (the "Property"), on which Property a building and related improvements are located as further described in the Lease (the "Demised Premises").

Whereas, JLH has agreed to sell to Purchasers all of JLH's interest in and to the Lease and the Demised Premises.

Now, therefore, for the purposes of providing information to Purchasers regarding the Lease and the Demised Premises, Tenant hereby certifies as follows:

1. The undersigned is the Tenant under Lease.
2. Pursuant to the Lease, Tenant has leased the Demised Premises as described in the Lease consisting of all or part of the Property; the commencement date of the term of the Lease is _____; the expiration date of the term of the Lease is _____; the fixed annual minimum rent is \$ _____, payable monthly in advance on the first day of each calendar month; the next rental payment in the amount of \$ _____ is due on _____; no rent has been prepaid except for the current month, and Tenant agrees not to pay rent more than one (1) month in advance at any time; the obligation to pay rent began on _____; the fixed annual minimum rent is subject to rental increases as set forth in the Lease, and the last increase covers the period from _____ through _____.
3. Tenant does not have any right or option to renew or extend the term of the Lease or to expand into any additional space or to terminate the Lease in whole or in part prior to the expiration of the term except as set forth below in this paragraph and except as set forth in the Lease:

4. The Lease has been duly executed and delivered by, and is a binding obligation of, Tenant, and the Lease is in full force and effect. The Lease is the entire agreement between Landlord (or any affiliated party) and Tenant (or any affiliated party) pertaining to the Demised Premises. Except as set forth below in this paragraph, there are no amendments, modifications, supplements,

arrangements, side letters or understandings, oral or written, of any sort, modifying, amending, altering, supplementing or changing the terms of the Lease:

5. Tenant has unconditionally accepted the Demised Premises and is satisfied with all the work done by and required of Landlord; Tenant has taken possession of the Demised Premises and is in occupancy thereof; rent payments have commenced, and all tenant improvements in the Demised Premises have been completed by Landlord in accordance with plans and specifications approved by Tenant; and as of the date hereof Tenant is not aware of any defect in the Demised Premises.
6. Except as set forth in the Lease and in this paragraph, Landlord has satisfied all commitments made to induce Tenant to enter into the Lease; there are no offsets or credits against rental payable under the Lease; no free periods of rent, tenant improvements, contributions or other concessions have been granted to Tenant; Landlord is not reimbursing Tenant or paying Tenant's rent obligations under any other lease; and Tenant has not advanced any funds for or on behalf of Landlord for which Tenant has the right to deduct from future rent payments:
7. All obligations of Landlord under the Lease have been performed, and no event has occurred and no conditions exists that, with the giving of notice or lapse of time or both, would constitute a default by Landlord under the Lease. There are no offsets or defenses that Tenant has against the full enforcement of the Lease by Landlord.
8. The sale of the Demised Premises by JLH to Purchasers will not constitute a default under the Lease and will not otherwise trigger any cause of action by Tenant against the Purchasers.
9. Tenant is not in any respect in default under the Lease and, except with respect to any leasehold financing permitted under the Lease, has not assigned, transferred or hypothecated the Lease or any interest therein or subleased all or any portion of the Demised Premises. Tenant is not insolvent and is able to pay its debts as they mature. Tenant has not declared bankruptcy or filed a petition seeking to take advantage of any law relating to bankruptcy, insolvency, reorganization~winding-up or composition of adjustment of debts, Tenant has no present intentions of doing so, and no such proceeding has been commenced against Tenant seeking such relief, and Tenant has no knowledge that any such proceeding is threatened.
10. Tenant does not have any right or option to purchase all or any part of the real property of which the Demised Premises constitute a part.
11. Tenant agrees that no future modifications or amendment of the Lease will be enforceable unless the modification or amendment has been consented to in writing by the Purchasers.
12. Tenant has received no notice that any portion of the Demised Premises or Tenant's activities on the Demised Premises is in violation of any applicable state, county or municipal law, ordinance, rule or regulation.
13. Tenant's current address for notice purposes is as follows: _____

14. The person executing this Estoppel Certificate is authorized by Tenant to do so and execution hereof is the binding act of Tenant enforceable against Tenant.
15. This Estoppel Certificate and the representations made herein shall be binding upon Tenant and its successors and assigns and inure to the benefit of Purchasers and its successors and assigns and to no other persons or entities.

This certificate has been duly executed and delivered by an authorized officer of Tenant as of _____, 2017.

Brinker Restaurant Corporation, a Delaware corporation

By: _____

Name: _____

Title: _____