OPPD

OMAHA PUBLIC POWER DISTRICT

ENERGY PLAZA
DUE DILIGENCE DECK

AUGUST 4, 2025

PREPARED BY

INVESTORS REALTY INC.

TABLE OF CONTENTS

**** NOTE:***

This due diligence deck has been prepared as an overview of the Energy Plaza Property.

The assessments included in this packet are provided solely for informational purposes and reflect materials gathered and prepared during a preliminary evaluation of the Property. While these documents may assist in understanding certain aspects of the asset, they do not replace the need for independent verification.

Should a purchase agreement be executed, it is the responsibility of the Buyer to conduct their own comprehensive due diligence to confirm the accuracy and completeness of all relevant information, and to satisfy themselves with respect to the condition and suitability of the Property.

Furniture in the Building will be included in the sale of the Property and left to the Buyer. OPPD may remove various items throughout the due diligence period, up until closing.

A complete copy of each referenced item, as well as other information about the Property, can be accessed at the following link:

EP Due Diligence Documents (OneDrive)

RYAN KUEHL, CCIM, SIOR
402-778-7548
rkuehl@investorsomaha.com

TIM KERRIGAN, CCIM, SIOR
402-778-7530
tkerrigan@investorsomaha.com

INTRODUCTION

INTRODUCTION

Thank you for your interest in acquiring the former OPPD Headquarters, Energy Plaza ("EP" or, the "Property"), which spans from 16th to 17th Streets and Harney to Howard Streets. The Property includes two connected office buildings and an integrated parking structure. EP offers a unique and significant opportunity to acquire an entire city block within a prominent downtown Omaha location. This Due Diligence Deck provides information to help you quickly become familiar with EP. If you are interested in touring the Property, we encourage you to contact us promptly to arrange a time. A comprehensive tour of the Property will require 2-3 hours, involve multiple individuals, and we anticipate high demand for tours, so it is important to schedule yours at your earliest convenience.

Property Subdivision

EP is available for sale in its current configuration, comprising two connected office buildings and an adjoining parking structure. OPPD is not interested in entering into multiple purchase agreements with different parties for a subdivided EP; however, it may agree to close the sale with more than one buyer in simultaneous closings. The City of Omaha has expressed a sincere interest in owning and/or operating the parking garage as part of their parking masterplan for Omaha. OPPD aims to accommodate the City's desire to own and/or operate the parking garage, believing that doing so could result in the highest net sale proceeds, provided such an arrangement is feasible for the buyer. It appears an arrangement could be made for a buyer of EP to sell the parking garage to the City, allowing the City to permanently allocate appropriate leased parking stalls for the redevelopment of the remaining EP. In this scenario, the City could achieve their desired ownership of the garage, and the buyer would meet their parking needs without having to fund the initial purchase or ongoing maintenance of the garage.

Each buyer can consider a City-owned garage in their analysis and decide if this model suits their requirements. Buyers who wish to pursue the City-owned garage model will presumably meet with the City to determine other critical terms to make the model viable and adjust their offer to purchase EP accordingly. Marco Floreani, Deputy Chief of Staff, Economic Development for the Mayor's Office, can be reached at 402.444.5035 and marco.floreani@cityofomaha.org. Buyers who do not wish to pursue the City-owned garage model are under no obligation from OPPD to follow this approach.

OPPD is a community partner and has introduced this City-owned garage model as part of offering EP for sale in support of the City's broader efforts towards a comprehensive parking masterplan. However, OPPD's community-driven approach should not result in financial cost or loss to its ratepayers.

Parking Partnership Opportunity with Omaha Performing Arts

Omaha Public Power District (OPPD) and Omaha Performing Arts (OPA) have a long-standing partnership, allowing OPA to utilize the parking garage at the former OPPD headquarters on nights and weekends for events at the Orpheum Theater.
OPA has expressed strong interest in continuing this arrangement with a new owner. As such, OPPD welcomes proposals from prospective buyers that include provisions for OPA's continued access to the parking garage. OPPD will factor these proposals into their decision-making process.

Potential buyers are encouraged to contact OPA directly to discuss a continued partnership:

Joan Squires, President: 402-661-8401

Arnold Reeves, Senior Vice President & CFO: 402-661-8461

Community Priorities

OPPD places a high priority on the thoughtful re-development of the Property. As a deeply rooted member of the community, OPPD desires that future uses of the Property align with community priorities. Key priorities include plan to incorporate Omaha Performing Arts (Orpheum) nights and weekends parking into redevelopment plan, activating street-level spaces with commercial uses, establishing the site as a potential employment center, incorporating a suitable mix of residential uses, avoiding underutilization of the Property, making appropriate use of Tax Increment Financing (TIF) and supporting the City's master plan for parking. OPPD will review each buyer's effort to integrate these community-focused values into their development of the Property. Offers should include a detailed description of the intended future use of the Property.

Pricing and Call for Offers

There is no listed asking price for the Property. OPPD has internal requirements that the price be no less than its internal appraised value, though OPPD will not disclose its internal appraisal. Brokers have presented OPPD with various models, some indicating a purchase price exceeding $20,000,000. There are multiple interested parties in this unique property, and it has been determined that the most efficient way to achieve a full, yet fair, market price is through a Call For Offers ("CFO") process. The following outlines the CFO procedure:

1. Preparation of Due Diligence Materials: Complete documentation is assembled and provided to prospective buyers at the outset of marketing the Property for sale.
2. Market-wide Offering: The Property is released to the entire market at the same time and all qualified buyers are given equal opportunity to engage.
3. Coordinated Tours: Property tours are scheduled in a systematic, often back-to-back sequence.

4. Shared Information Flow: As Property tours occur and questions are asked and answered and the brokers learn more about the Property, an effort will be made to pass on relevant information to *all* prospects, creating transparency and keeping everyone on equal footing.
5. CFO Date: A date is set well in advance for all initial offers to be submitted. Offers will not be considered until the CFO date. All buyers will be asked to use the Letter of Intent ("LOI") template provided.
6. Buyer's Redevelopment Plans Disclosure: Buyers are required to detail their proposed redevelopment of the Property. This information is essential as OPPD plans to evaluate both the purchase price as well as the community value of the proposed use.
7. Community Priorities: Buyers are advised of any community priorities that will enter the decision criteria, allowing them to tailor their offers accordingly.
8. Review Period: OPPD will review offers and select a shortlist with which to move forward.
9. Negotiation Phase: Buyers will provide OPPD with their offer using the LOI template included in this Due Diligence Deck. OPPD may counter an offer(s) from the shortlist and generally work to fine tune offers from the shortlist. A "best and final" round to solidify final terms may be utilized in OPPD's sole discretion. Once the buyer and terms are finalized, the Purchase Agreement provided in this Due Diligence Deck will be completed and executed based on the agreed upon terms.

Timeline

Anticipated Sales Process Timeline (subject to change by OPPD due to unforeseen circumstances):

August 4 - September 30, 2025: Diligence document review, tours, preliminary planning, prospective buyers meet with City, lenders and other stakeholders

October 1 - CFO Date: All offers due. Offers will not be considered prior to this date.

October 1 - November 21, 2025: OPPD Review Period

November 21 - December 12, 2025: Negotiate Letter of Intent with Buyer(s)

December 12, 2025: Finalize and sign Letter of Intent

December 16-18, 2025: OPPD Committee and Board Approval of final terms

December 18, 2025 - January 15, 2026: Finalize and sign Purchase Agreement

January 15 - March 15, 2026: Buyer's Diligence Period

April 1, 2026: Close

Templates / Forms

This Due Diligence Deck includes an LOI template, and a Purchase Agreement form prepared by OPPD. Buyers are advised to use the LOI template to facilitate OPPD's review of offers. Submitting an LOI indicates agreement with the Purchase Agreement form. Buyers should notify OPPD of any material issues it has with the Purchase Agreement when submitting the LOI. Any terms of the Purchase Agreement to which a buyer does not raise an objection when submitting their LOI, will be considered acceptable.

Thank you again for engaging in this opportunity. We are available to assist you and pleased to help in any way we can.

Tim Kerrigan, CCIM, SIOR Ryan Kuehl, CCIM, SIOR

PROPERTY DESCRIPTION & AERIAL

PROPERTY DESCRIPTION

The Property, which is located at 444 S. 16th Street, spans a full city block (80,237 SF of land) and consists of three (3) buildings:

1. **East Tower:** located at the northeast corner of the block, was constructed in 1988, and consists of eleven (11) floors.

2. **West Tower:** located at the northwest corner of the block was built in 1919 and renovated in 1988. The West Tower consists of nine (9) floors with associated dock, interior garage, and basement levels.

3. **Parking Garage:** located on the south side of the block, was built in 1988 and consists of an eight (8) level parking garage structure.

EAST TOWER: 444 S. 16th STREET

Facility Type	Type: Office Stories: 11 Below Grade: 1
Year Built/Area	Year: 1988 Area: Approximately 214,230 SF Basement: 30,700 SF
Structural	The building is a steel-framed structure, topped with lightweight concrete.
Envelope/Roof	Roof is a single-ply membrane system. The exterior building shell consists of primarily brick veneer and cast trim elements.
Interiors	Office interiors consist of tile, carpet flooring, wall covering and painted drywall.
Stairs	Metal-framed with concrete-filled treads.
Mechanical	Heated and cooled with multiple interior-located air handling units with rooftop cooling tower and associated chillers.
Electrical	Fluorescent lighting with a diesel emergency generator located in the mechanical penthouse level.
Plumbing	Domestic water is provided from the municipal system with water piping throughout the building noted to be copper.

WEST TOWER: 409 S. 17th STREET

Facility Type	Type: Office Stories: 9 Below Grade: 2
Year Built/Area	Year: 1919 Area: Approximately 166,230 SF Basement: 36,940 SF and garage levels
Structural	The building is a steel-framed/ concrete encased structure with concrete floor slabs.
Envelope/Roof	Roof is a single-ply membrane system. The exterior building shell consists of primarily brick veneer and cast trim elements.
Interiors	Office interiors consist of tile, carpet flooring, wall covering and painted drywall.
Stairs	Metal framed with concrete-filled treads.
Mechanical	Majority of mechanical systems are in the basement (chilled water pumps supporting cooling tower units on roof).
Electrical	Fluorescent lighting.
Plumbing	Domestic water is provided from the municipal system with water piping throughout the building noted to be copper.

PARKING GARAGE: 444 S. 16th STREET

Facility Type	Type: Parking Garage Stories: 8
Year Built/Area	Year: 1988 Parking Stalls: 555
Structural	Building is concrete structure with steel frames.

ZONING

CBD-ACI (Central Business District – Area of Civic Importance)

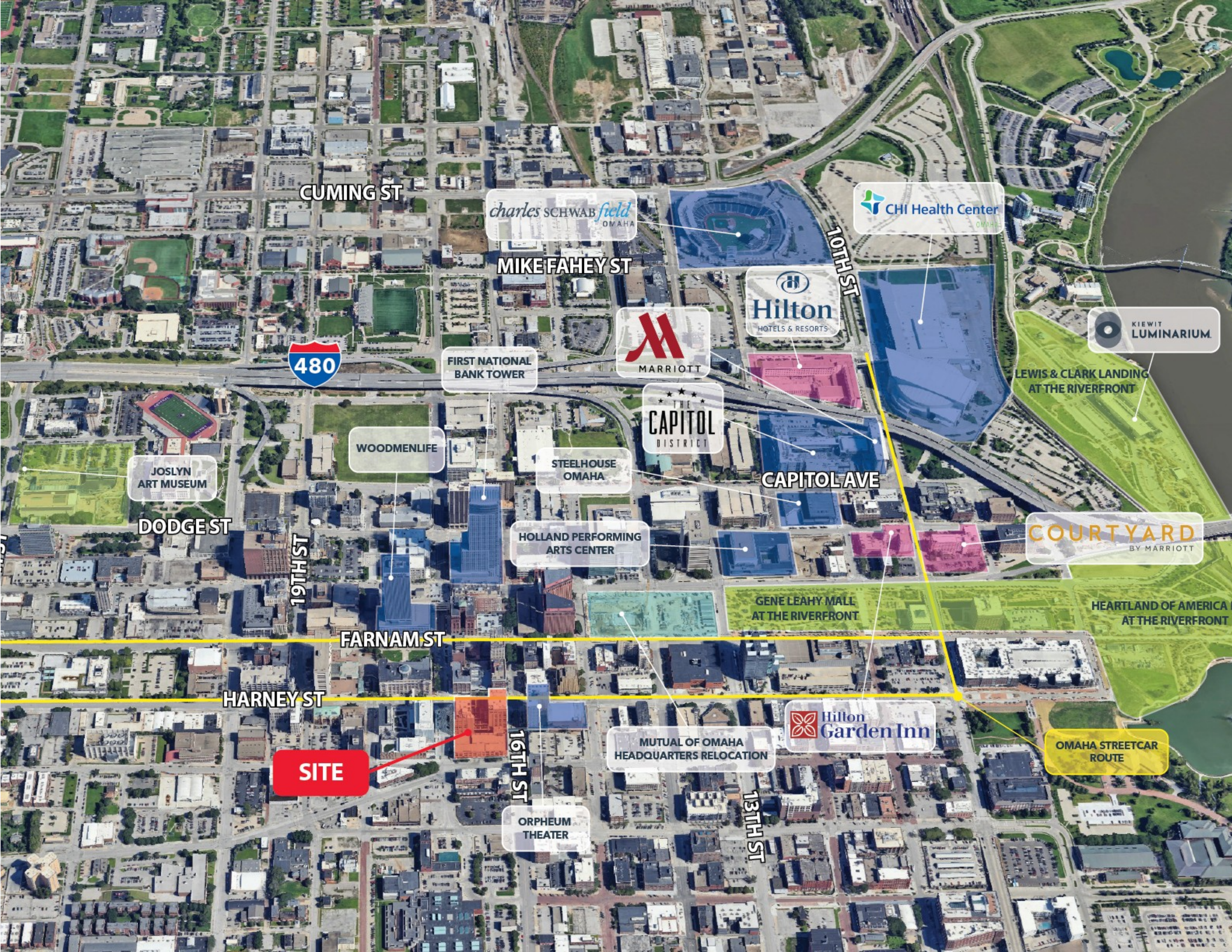
INTERIOR

The interior space for each of the office buildings is in need of an extensive interior remodel if it is to offer a working environment which competes today with other Omaha buildings. The lobby for the East Tower has been remodeled and updated with new customer service areas. The configuration of the upper floors is chopped up, which is not surprising due to its age and reconfigurations it has likely experienced over many years to adapt to new working conditions. The building does enjoy many windows, so natural light is available. However, the office configuration could make better use of the windows with reorganization and improved efficiency regarding employee to square foot ratio.

EXTERIOR

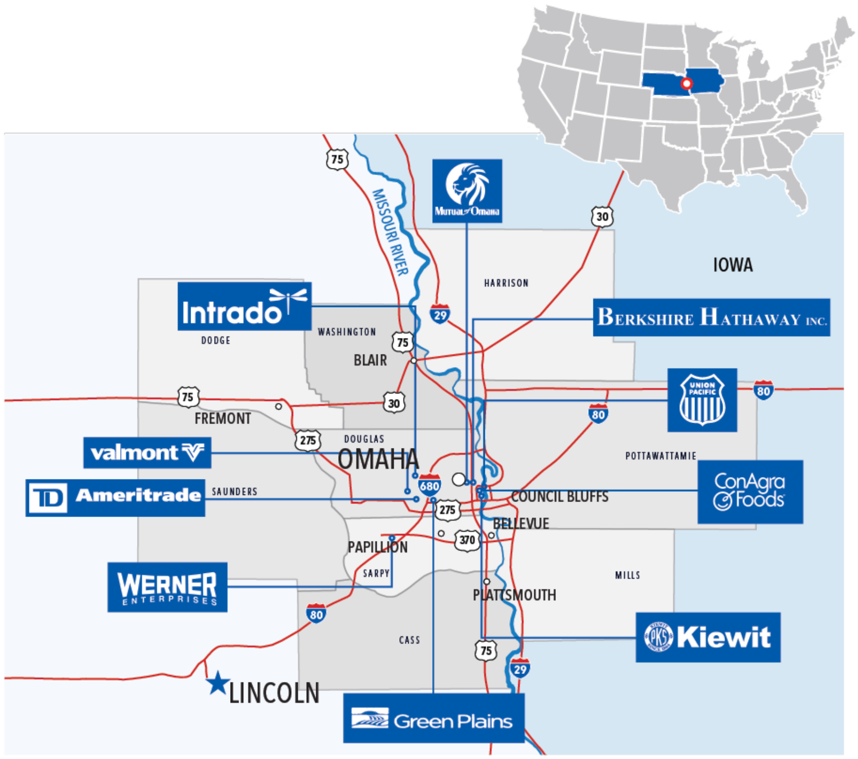
The exterior for each of the office buildings is primarily brick veneer and cast trim elements. The windows and storefront are of a non-thermally broken system in anodized aluminum and may need to be replaced with energy efficient glass. The age of these windows is unknown. The exterior of the parking garage is primarily concrete.

The roof is not addressed here but is referenced in the report from Roofing Solutions, Inc.


CUMING ST
charles SCHWAB field OMAHA
CHI Health Center OMAHA
MIKE FAHEY ST
10TH ST
Hilton HOTELS & RESORTS
MARRIOTT
KIEWIT LUMINARIUM
480
FIRST NATIONAL BANK TOWER
LEWIS & CLARK LANDING AT THE RIVERFRONT
THE CAPITOL DISTRICT
WOODMENLIFE
STEELHOUSE OMAHA
JOSLYN ART MUSEUM
CAPITOL AVE
DODGE ST
HOLLAND PERFORMING ARTS CENTER
COURTYARD BY MARRIOTT
19TH ST
GENE LEAHY MALL AT THE RIVERFRONT
HEARTLAND OF AMERICA PARK AT THE RIVERFRONT
FARNAM ST
HARNEY ST
Hilton Garden Inn
16TH ST
MUTUAL OF OMAHA HEADQUARTERS RELOCATION
OMAHA STREETCAR ROUTE
SITE
13TH ST
ORPHEUM THEATER

OMAHA OVERVIEW

CITY OVERVIEW
URBAN CORE STRATEGIC PLAN
STREETCAR PROJECT



With approximately 1.3 million residents within the Omaha|Council Bluffs Metropolitan Statistical Area, the Omaha MSA is best known for its beef, but a major cash cow is also technology. Combined with Omaha's central location, well-educated labor force and communications infrastructure, Omaha's modern economy is diverse and built primarily on skilled-knowledge jobs.

Located on the western banks of the Missouri River, Omaha boasts a steady economy with a low unemployment rate and an affordable cost of living which proves enticing for both companies and families. Between 2010 and 2016, the city expanded by seven percent, growing two percent more than the nation. Over the past 10 years, the MSA has created 31,000 jobs, two times as many as the national average.

It's been named one of the Top 10 Cities to Raise a Family. The Henry Doorly Zoo and Aquarium continues to be ranked one of the best zoos in the world by TripAdvisor. Baseball fans throughout the country converge on the city every June for the College World Series. CHI Health Omaha Convention Center is a full-service convention center and arena with exhibit halls, ballrooms and meeting rooms. The arena is the largest in the state and hosts concerts of all genres, family shows, sports, rodeos and circuses. The center has hosted Summer Olympics Swim Trials and NCAA Division I Men's Basketball Tournaments.

Omaha is home to four Fortune 500 companies: Warren Buffet's Berkshire Hathaway; one of the world's largest construction companies, Kiewit Corporation; the nation's largest railroad operation, Union Pacific Corporation; and the multi-line insurance, banking and financial products giant, Mutual of Omaha.

As noted above, the area has been rapidly growing and is the 39th fastest growing metropolitan area in the nation. Neighboring Council Bluffs, Iowa is exploding with new growth and the two cities are working together on many major development and redevelopment projects. Despite its growth, Omaha is known as a 20-minute city. Residents and visitors can travel nearly anywhere in town within a short amount of time, making it a convenient place to live, play and work.

OMAHA OFFERS BUSINESSES:

- Strategic, central location
- Hub of the nation's fiber connectivity
- Pro-business climate; low cost of doing business
- Business incentives that reward performance
- Stable and healthy economy
- Educated, motivated and affordable workforce
- Savings on real estate costs
- Lower cost of living
- Available, reliable, and affordable utilities

FORTUNE 500 HEADQUARTERS:

Berkshire Hathaway Inc. · Kiewit · Mutual of Omaha · Union Pacific

OPERATIONAL HEADQUARTERS/DIVISIONS:

Conagra Brands · MetLife · Pacific Life · Scoular

FORTUNE 1,000:

Green Plains · Charles Schwab · Werner Enterprises · Intrado · valmont

OMAHA URBAN CORE

The Omaha Urban Core Strategic Plan is a comprehensive initiative spearheaded by the Greater Omaha Chamber in collaboration with the City of Omaha to revitalize and enhance the vitality of the city's urban core, stretching from Midtown to the western edge of Council Bluffs. The full strategic plan can be viewed in the EP Due Diligence Documents (OneDrive).

The plan's overarching goals, as articulated by Omaha former Mayor Jean Stothert, include attracting 30,000 new jobs and 30,000 new residents to the urban core within the next 20 years. This vision aims to transform the core into a vibrant hub encompassing urban neighborhoods, a corporate center, an entertainment destination, and a center of learning.

Key initiatives and components of the plan include:

Total Mobility System: The plan emphasizes the development of a comprehensive transportation system anchored by a modern streetcar project along the Farnam Street corridor, from 10th Street to the University of Nebraska Medical Center (UNMC). This system aims to improve connectivity and access within the urban core and is being developed with community input through the ConnectGO Regional Transportation Strategy. The plan also explores the potential for expanding public transportation options, including light rail and commuter rail.

Urban Form: The plan seeks to reshape the urban environment by reclaiming land for development and creating seamless, active corridors between neighborhoods. It also recommends converting some one-way streets to two-way, improving sidewalks and trails, and enhancing public spaces.

Housing: A key aspect of the plan is addressing the need for affordable and workforce housing. It sets a goal of adding 1,000 new affordable and workforce housing units within 20 years. The plan also promotes increased density in housing development and suggests reducing surface parking to create more development sites.

Economic Development: The strategic plan focuses on maximizing economic development and vitality through various projects and initiatives, including the development of new mixed-use areas and the attraction of businesses.

Key Projects: Several transformative projects are completed, underway or planned within the urban core, including:

- RiverFront Revitalization project, transforming three underutilized parks (Gene Leahy Mall, Heartland of America, and Lewis and Clark Landing) into vibrant destinations.
- Relocation of the Mutual of Omaha headquarters to a new 44-story tower in the downtown area.
- Expansion and renovation of the CHI Health Center Omaha convention center.
- The redevelopment of the former Civic Auditorium site.

The plan is based on extensive research and analysis, including stakeholder interviews, residential and retail market analyses, and input from community members and experts in urban development. The Greater Omaha Chamber's Urban Core Committee, formed in 2018, played a crucial role in developing the plan.

The implementation of the Urban Core Strategic Plan is expected to have a significant impact on Omaha's future growth and development, aiming to create a more vibrant, connected, and prosperous urban core for residents, businesses, and visitors.

OMAHA STREETCAR: Project Details & Status

Omaha is currently developing a modern streetcar system, projected to begin operations in 2028.

Route and Stops:

- The 3-mile initial route will connect downtown Omaha to the Blackstone District, running along South 10th Street, Farnam Street, and Harney Street.
- The route includes 13 stops.
- An extension through the University of Nebraska Medical Center campus and potentially to the new Saddle Creek campus is being considered.
- Future expansions to North Omaha, and potentially to the south, west, and the airport, are also being explored.

Service and Operations:

- The streetcar will be free to ride.
- Service frequency will be every 10 minutes during peak hours and 15-20 minutes during off-peak hours.
- The streetcar will operate for 19 hours on weekdays and 12-18 hours on weekends.
- End-to-end travel time is estimated to be 17-19 minutes.
- Five streetcar vehicles will operate the line.
- The system will be operated by the Omaha Streetcar Authority, a public entity formed by the City of Omaha and Metro Transit.
- Streetcar vehicles will be 100% low floor and capable of off-wire operations.

Construction and Timeline:

- Construction is underway and expected to be completed in phases, with utility work east of Interstate 480 scheduled to be finished by June 2027.
- The latest project updates and construction impacts can be found at OmahaStreetcar.org.

Costs and Funding:

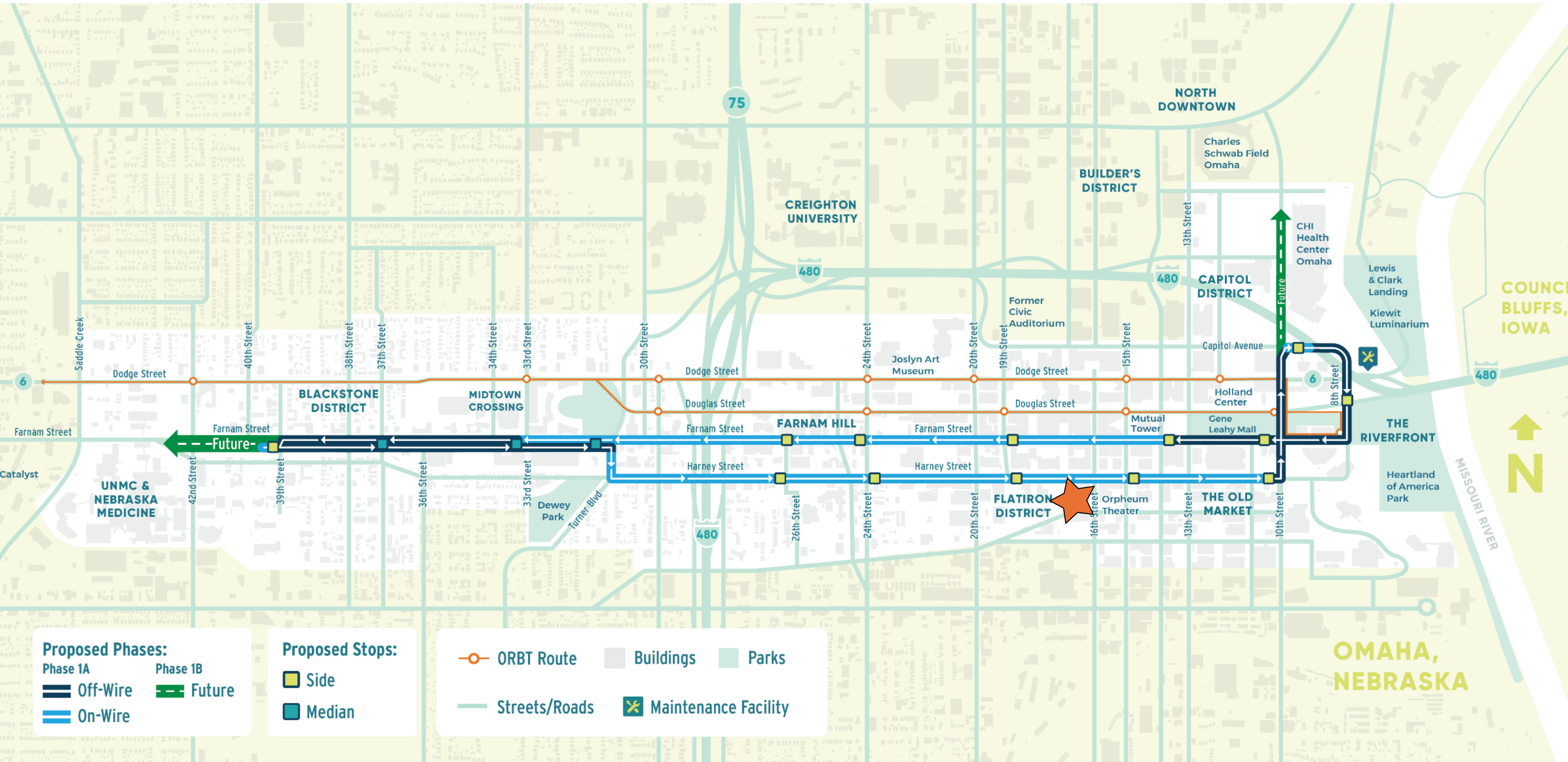
- The estimated project cost is $421 million, funded by a bond issue and expected to be below the authorized $440 million limit.
- The streetcar is expected to generate over $100 million for affordable housing initiatives in the area.
- Maintenance costs will be covered by downtown parking meter revenue.

Economic Impact:

- The project is anticipated to be a driving force for economic growth in Omaha's urban core, stimulating billions of dollars in new development and creating jobs and housing opportunities.
- Over $1.3 billion in new development projects have already been announced along the route.
- The streetcar is projected to contribute to 30,000 new residents and 30,000 new jobs along the route.
- Forecasted development spurred by the project could reach $3.9 billion by 2040 and $5 billion within the next 30 years.

Benefits:

- Improved mobility and connectivity between neighborhoods, businesses, and tourist attractions.
- Support for a "park-once" strategy, reducing the need to frequently move vehicles.
- Potential reduction in CO_2 emissions by encouraging public transport use.
- Higher density development, attracting more businesses and residents to the area.
- Enhanced visitor experience and tourism.


NORTH DOWNTOWN
Charles Schwab Field Omaha
BUILDER'S DISTRICT
CREIGHTON UNIVERSITY
CHI Health Center Omaha
CAPITOL DISTRICT
Lewis & Clark Landing
Kiewit Luminarium
COUNCIL BLUFFS, IOWA
Former Civic Auditorium
Joslyn Art Museum
Capitol Avenue
Dodge Street
Douglas Street
Farnam Street
Harney Street
BLACKSTONE DISTRICT
MIDTOWN CROSSING
FARNAM HILL
Holland Center
Mutual Tower
Gene Leahy Mall
THE RIVERFRONT
Heartland of America Park
MISSOURI RIVER
Catalyst
UNMC & NEBRASKA MEDICINE
Dewey Park
Turner Blvd
FLATIRON DISTRICT
Orpheum Theater
THE OLD MARKET
Future
Saddle Creek
42nd Street
40th Street
39th Street
38th Street
37th Street
36th Street
34th Street
33rd Street
30th Street
26th Street
24th Street
20th Street
19th Street
16th Street
15th Street
13th Street
10th Street
8th Street
75
480
6
N
OMAHA, NEBRASKA
Proposed Phases:
Phase 1A
Off-Wire
On-Wire
Phase 1B
Future
Proposed Stops:
Side
Median
ORBT Route
Buildings
Parks
Streets/Roads
Maintenance Facility

TITLE CERTIFICATE

TitleCore National, LLC
8701 West Dodge Road, Suite 150
Omaha, NE 68114

File No. 25-120695-C

TITLE CERTIFICATE

EFFECTIVE DATE: **February 28, 2025, at 8:00 AM**

The undersigned, a Registered Nebraska Abstracter, operating under the Certificate of Authority granted it by the Abstracters Board of Examiners, presents this Title Certificate, hereafter "Certificate", relative only to the following described real estate in the County referenced, hereafter "property":

All of Block 146, Original City of Omaha (consisting of Lots 1 thru 8 inclusive and vacated alley, together with the vacated portions of Harney Street, Howard Street, 16th Street and 17th Street), as surveyed, platted and recorded in Douglas County, Nebraska.

ADDRESS: **444 South 16th Street, Omaha, NE 68101**

This Certificate is a contract between TitleCore National, LLC as an Abstracter and Investors Realty Inc.. The consideration for this contract is the information set forth below and furnished by the Abstracter together with the fee charged by the undersigned for the service performed by the Abstracter. The scope of this contract is outlined as follows:

(a) This Certificate is not an abstract of title, nor a complete chain of title search, nor an attorney's Title Opinion, nor is it a title insurance policy or title insurance binder.

(b) This Certificate does provide limited title facts relative to the property only as specifically set out in the following numbered paragraphs. Each numbered paragraph identifies the particular information provided in this certificate.

(c) This Certificate reports limited information of record to the effective date above.

1.) The Grantee(s) in the last deed of record:

Omaha Public Power District, a public corporation by virtue of the following documents recorded in the Records of Douglas County, Nebraska:

Warranty Deed recorded April 1, 1955 in Book 966 Page 143
Warranty Deed recorded June 28, 1966 in Book 1291 Page 431
Warranty Deed recorded June 26, 1981 in Book 1671 Page 590

2.) Unreleased mortgages and liens of record:

None

3.) Financing Statements filed in the County Register of Deeds or Recorder's Office and indexed against the property:

None

4.) Judgments and pending lawsuits in District Court:

(a) Judgments of record in the County District Court filed on the property, or indexed against the Grantee(s):

None

(b) Pending lawsuits of record in the County District Court on the property, or indexed against the Grantee(s):

None

5.) Tax Liens, State and Federal:

(a) Unreleased state tax liens of record filed against the Grantee(s):

None

(b) Unreleased federal tax liens of record filed against the Grantee(s):

None

6.) Other Matters: Liens of record or other items affecting subject property (other than those items previously set forth):

Terms, provisions, conditions, restrictions and easements, if any, set forth in the Easement Agreement with Energy Center Omaha LLC, a Delaware limited liability company recorded May 3, 2023 at Instrument No.: 2023030001 of the records of Douglas County, Nebraska.

7.) Guardianships, Estates, and Conservatorships filed in the County Court and indexed against the Grantee(s):

None

8.) Easements, Covenants and Restrictions of Record:

Terms, provisions, and reservations to the City of Omaha and the Metropolitan Utilities District and any other public utility set forth in the Ordinances recorded October 28, 1982 in Book 679 Page 120 and July 3, 1986 in Book 780 Page 110 of the records of Douglas County, Nebraska.

All rights-of-way, setback lines, if any, and boundary lines, which are shown by the Land Surveyor's Certificate recorded August 18, 1986 at Book 786 Page 7 of the Records of Douglas County, Nebraska.

Terms and provisions of that sewer easement granted to the City of Omaha as set forth in the document recorded April 20, 1882 at Book 41 Page 257 of the records of Douglas County, Nebraska.

9.) Real Estate Taxes and Special Assessments: Unpaid real estate taxes and unpaid special assessments certified for collection in the tax offices of Douglas County and indexed against the property:

General taxes assessed under Tax Key No. 1382 0000 03 for the year 2024, due and payable in 2025, are Exempt. (Parcel Contains Leased Land)

General taxes assessed under Tax Key No. 3000 0170 27 for the year 2024, payable in the year 2025 in the amount of $45,745.00, first installment is Paid, second installment is Paid. (Leased Land)

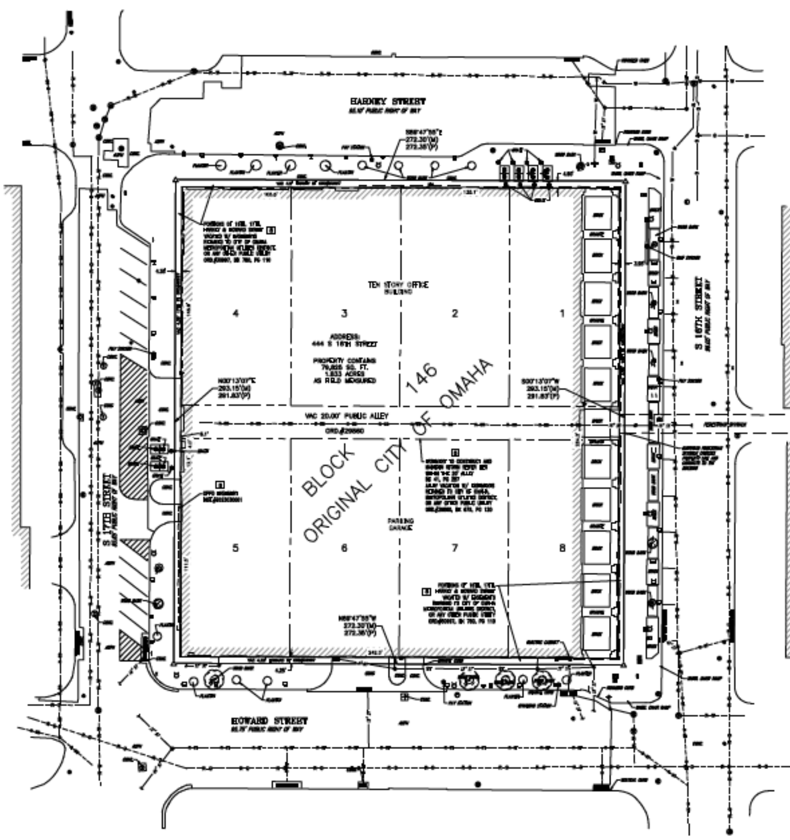
This Title Certificate certifies that TitleCore National, LLC has examined the records of Douglas County, Nebraska, and has set out, as displayed above, filings of instruments, judgments and real estate tax information of the records of the District Court, County Court, U.S. Bankruptcy Court for the District of Nebraska and Register of Deeds, that may affect the title or Grantee(s), within the defined scope and parameters of this Title Certificate.

Issued: March 13, 2025

TitleCore National, LLC

Under Certificate of Authority No. 662

ALTA SURVEY



VICINITY MAP

LEGEND

- PROPERTY LINE
- LOT LINE
- EASEMENT
- SANITARY SEWER
- STORM SEWER
- WATER
- GAS
- RECORD SANITARY SEWER (PER CITY SEWER SHEETS)
- RECORD STORM SEWER (PER CITY SEWER SHEETS)
- RECORD GAS (PER ONE CALL)
- RECORD WATER (PER ONE CALL)
- BUILDING OVERHANG
- BUILDING
- BENCH
- BOLLARD
- CABLE MANHOLE
- CONTINUE SYMBOL
- CONTROL POINT
- DECIDUOUS TREE
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC PEDESTAL
- ELECTRIC PULLBOX
- FIBER OPTIC VAULT
- FIRE HYDRANT
- GAS MANHOLE
- GAS VALVE
- GRATE INLET
- GRATE INLET ROUND
- GRATE INLET W HOOD
- LIGHT POLE
- MISC POINT
- MONUMENT SET (MAG NAIL W/ WASHER STAMPED LS-581)
- PARKING METER
- POST INDICATOR VALVE
- SANITARY MANHOLE
- SIGN
- STORM MANHOLE
- TELEPHONE MANHOLE
- TRAFFIC SIGNAL
- TRAFFIC SIGNAL CABINET
- TRAFFIC SIGNAL PEDESTAL
- TRAFFIC SIGNAL PULL BOX
- UNIDENTIFIED MANHOLE
- UNIDENTIFIED PEDESTAL
- UNIDENTIFIED VALVE
- UNIDENTIFIED VAULT
- WATER AUTO SPRINKLER BLDG
- WATER MANHOLE
- WATER VALVE
- (M) MEASURED DIMENSION
- (P) PLAT DIMENSION
- CONC CONCRETE
- ASPH ASPHALT

ZONING CLASSIFICATION

NO LETTER WAS PROVIDED AS REQUIRED BY THE CLIENT.

PARKING STALL NOTE

PARKING GARAGE CONTAINS 529 STANDARD PARKING STALLS, 10 HANDICAP STALLS, AND 6 MOTORCYCLE STALLS FOR A TOTAL OF 545 PARKING STALLS.

FLOOD ZONE

ZONE X
AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AS ILLUSTRATED BY FLOOD INSURANCE RATE MAP (FIRM), DOUGLAS COUNTY, NEBRASKA.
MAP NUMBER 31055C0336H
MAP EFFECTIVE DATE: DECEMBER 2, 2005
COMMUNITY NUMBER: 315274

FLOOD ZONE REQUIREMENTS MAY BE SUBJECT TO CHANGE OR MODIFICATION BY THE LOCAL GOVERNING AUTHORITY. CONTACT THE LOCAL FLOOD PLAIN MANAGER OR OTHER APPROPRIATE OFFICIAL TO DISCOVER LOCAL ORDINANCES OR CHANGES IN REGULATIONS, FUTURE OR PROPOSED.

LEGAL DESCRIPTION

PER TITLE CERTIFICATE BY TITLECORE NATIONAL
FILE NO: 25-120895-C
EFFECTIVE DATE: FEBRUARY 28, 2025 AT 8:00 A.M.

ALL OF BLOCK 146, ORIGINAL CITY OF OMAHA (CONSISTING OF LOTS 1 THRU 8 INCLUSIVE AND VACATED ALLEY, TOGETHER WITH THE VACATED PORTIONS OF HARNEY STREET, HOWARD STREET, 16TH STREET AND 17TH STREET), AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

EASEMENT NOTES

EASEMENTS SHOWN HEREON AS PER TITLE CERTIFICATE BY TITLECORE NATIONAL
FILE NO: 25-120895-C
EFFECTIVE DATE: FEBRUARY 28, 2025 AT 8:00 A.M.

ITEMS 1-5 NOT A SURVEY MATTER

6. OTHER MATTERS: LIENS OF RECORD OR OTHER ITEMS AFFECTING SUBJECT PROPERTY (OTHER THAN THOSE ITEMS PREVIOUSLY SET FORTH):

TERMS, PROVISIONS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, SET FORTH IN THE EASEMENT AGREEMENT WITH ENERGY CENTER OMAHA LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED MAY 3, 2023 AT INSTRUMENT NO.: 2023030001 OF THE RECORDS OF DOUGLAS COUNTY, NEBRASKA. (EASEMENT FOR STEAM AND CHILLED WATER RESERVED. PLEASE NOTE: THE DOCUMENT REFERS TO LOT 6, BLOCK 146. WE BELIEVE THEY INTENDED IT TO BE LOT 5)

7. NOT A SURVEY MATTER

8. EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD:

TERMS, PROVISIONS, AND RESERVATIONS TO THE CITY OF OMAHA AND THE METROPOLITAN UTILITIES DISTRICT AND ANY OTHER PUBLIC UTILITY SET FORTH IN THE ORDINANCES RECORDED OCTOBER 28, 1982 IN BOOK 679 PAGE 120 AND JULY 3, 1986 IN BOOK 780 PAGE 110 OF THE RECORDS OF DOUGLAS COUNTY, NEBRASKA. (VACATED ALLEY AND STREETS WITH EASEMENTS RESERVED)

ALL RIGHTS-OF-WAY, SETBACK LINES, IF ANY, AND BOUNDARY LINES, WHICH ARE SHOWN BY THE LAND SURVEYOR'S CERTIFICATE RECORDED AUGUST 18, 1986 AT BOOK 788 PAGE 7 OF THE RECORDS OF DOUGLAS COUNTY, NEBRASKA.

TERMS AND PROVISIONS OF THAT SEWER EASEMENT GRANTED TO THE CITY OF OMAHA AS SET FORTH IN THE DOCUMENT RECORDED APRIL 20, 1982 AT BOOK 41 PAGE 257 OF THE RECORDS OF DOUGLAS COUNTY, NEBRASKA. (EASEMENT IN THE VACATED ALLEY)

9. NOT A SURVEY MATTER

UTILITY NOTES

1. THIS DRAWING INCLUDES OBSERVED EVIDENCE OF SERVICES AND UTILITIES EXISTENT AT THE TIME OF SURVEY. RECORD LOCATIONS PROVIDED BY THOSE COMPANIES RESPONDING TO OUR REQUEST AND THOSE MARKED BY "ONE CALL**" LOCATORS. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY THE SURVEYOR FOR THE FAILURE TO SHOW ANY BURIED SERVICE AND/OR UTILITY LINES EVEN THOUGH THEY MAY EXIST. CONTACT "ONE CALL" (811) PRIOR TO ANY EXCAVATION ON THIS SITE.
**TICKET NO. 250780080, DATED 3/17/2025

SURVEYOR'S CERTIFICATION

TO: TITLECORE NATIONAL, LLC;
INVESTORS REALTY, INC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 7(a), 7(b1), 8, 9 & 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 3/28/2025.

LAMP RYNEARSON

NEBRASKA PROFESSIONAL LAND SURVEYOR PLS-581 TODD L. WHITFIELD

DATE OF PLAT OR MAP: 03/28/2025
SURVEYOR OF RECORD: TODD L. WHITFIELD
EMAIL ADDRESS: TODD.WHITFIELD@LAMPRYNEARSON.COM

LAMP RYNEARSON

PHASE I ESA

April 2025

Phase I Environmental Site Assessment

Energy Plaza, Omaha Public Power District: Property located at 444 South 16th St, Omaha, NE 68102

Prepared For: Investors Reality

JEO PROJECT NUMBER: 250890.00

Prepared by:
Mark Pomajzl,
Senior Environmental Specialist
JEO Consulting Group, Inc.
2000 Q Street, Suite 500
Lincoln, NE 68301

Table of Contents

Table of Contents

LIST OF APPENDICES

EXECUTIVE SUMMARY

JEO Consulting Group, Inc. was retained by Investors Reality to perform a Phase I Environmental Site Assessment (ESA) in accordance with ASTM Standard Practice E1527-21 (Standard) and the Standards and Practices for All Appropriate Inquiries (AAI) at 40 CFR Part 312. The ESA was performed for the proposed acquisition of Omaha Public Power District (OPPD) Energy Plaza located in Omaha, Douglas County, Nebraska (subject property).

JEO performed this assessment to identify, to the extent feasible, recognized environmental conditions (RECs) associated with the subject property. This assessment included interviews with the subject property owner and other individuals with knowledge of the subject property, research into available records, including current agency files, databases, historical documents, and a site visit.

The standard defines a REC as the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.

- No RECs were identified as part of this Phase I ESA.

Controlled Recognized Environmental Conditions (CRECs) are defined by the standard as a REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority. Hazardous substances or petroleum products are allowed to remain in place subject to the implementation of required controls.

- No CRECs were identified as part of this Phase I ESA.

Historical Recognized Environmental Conditions (HRECs) are defined by the ASTM Standard as “a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls.”

- One HREC was identified as part of this Phase I ESA.

De Minimis Conditions are defined by the ASTM Standard as “a condition that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.”

- No de minimis conditions were identified as part of this Phase I ESA.

Non-Scope ASTM Considerations are described by the ASTM Standard as “environmental issues or conditions at a property that parties may wish to assess in connection with commercial real estate that are outside the scope of [ASTM Standard Practice E1527-13].”

- One Non-Scope ASTM Consideration were identified as part of this Phase I ESA.

INTRODUCTION

JEO Consulting Group (JEO) was retained by Investors Realty (user) to perform a Phase I Environmental Site Assessment (ESA), in compliance with the ASTM Standard Practice and the Standards and Practices for All Appropriate Inquiries (AAI) at 40 CFR Part 312. The subject property is in Omaha, Douglas County, Nebraska (subject property).

PURPOSE

The purpose of this Phase I ESA is to identify, to the extent feasible pursuant to the processes prescribed herein, recognized environmental conditions (RECs) in connection with the subject property.

A REC is the presence or likely presence of hazardous substances or petroleum products in, on, or at the subject property. The presence is due to a release or likely release to the environment. A REC may also be the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of release to the environment.

This assessment is intended to permit the user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or *bona fide* prospective purchaser limitations on Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) liability, (i.e., the assessment constitutes all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial and customary practice).

DETAILED SCOPE OF SERVICE

The methodology used for this assessment followed ASTM Standard E 1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*[1].

JEO performed or attempted to perform the following services:

- Visual inspection of the subject property and of adjoining properties
- Interviews with the present owners, operators, and occupants
- Reviews of historical sources
- Reviews of federal, state, tribal, and local government records

LIMITING CONDITIONS, DEVIATIONS, AND EXCEPTIONS

This assessment is intended to be as detailed as reasonably possible given the time and cost associated with it, and is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with the subject property. No environmental site assessment can wholly eliminate uncertainty regarding the potential for RECs.

---

[1] This standard is issued under the fixed designation E 1527; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval.

Any conclusions regarding potential environmental risks or events and practices are limited by the quality and quantity of information provided by available historical documents; the visual inspection; available government databases; and interviews with current property owners, property operators, and/or past property owners.

The scope of services did not include the following:

- Asbestos Containing Materials
- Industrial Hygiene
- Biological Agents
- Lead-Based Paint
- Cultural and Historic Resources
- Vapor Intrusion
- Lead in Drinking Water
- Ecological Resources
- Mold
- Endangered Species
- Critical Habitat
- Radon
- Health and Safety
- Regulatory Compliance
- Indoor Air Quality
- Wetlands
- Property Condition Assessment
- Floodplains

The information and conclusions presented in this report are based solely on the observations made during the site assessment evaluation and on data provided by others (individuals – entities). Thus, the accuracy of the resulting reporting and conclusions drawn from this information is inherently based on the accuracy of the information that was obtained and provided. The conclusions and opinions stated herein do not represent or guarantee that the subject property is free from contamination, pollution, or environmental problems. In summary, there is always a possibility that some contamination may be present on the subject property of interest which was not discovered or noted during the Phase I ESA activities (walkover inspection, records review) conducted by JEO. Therefore, no guarantees or warranties as to the condition of the subject property of interest or suitability of subject property use for any particular purpose are made or implied by JEO.

SIGNIFICANT ASSUMPTIONS

The purpose of this Phase I ESA is to qualify the user for the innocent landowner defense to CERCLA liability in connection with the transfer of ownership of the subject property.

SPECIAL TERMS AND CONDITIONS

No special terms or conditions were placed on this investigation.

USER RELIANCE

This report has been prepared on behalf of and for the exclusive use of the user solely for use in evaluating the potential RECs and is not intended for any other purpose nor the benefit or use of any other person. This report and the findings contained herein shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other person, in whole or in part, without the prior written consent of JEO.

SUBJECT PROPERTY DESCRIPTION

LOCATION AND LEGAL DESCRIPTION

The subject property is located in Omaha, Douglas County, Nebraska, Parcel 0313820000. A location map is included in **Appendix A**.

SITE AND VICINITY GENERAL CHARACTERISTICS

The land is classified as Ex Government property[2]. The vicinity is commercial properties with hotels, restaurants, and general businesses.

CURRENT USE(S) OF THE PROPERTY

The subject property is currently utilized as a downtown customer service branch for OPPD.

CURRENT USES(S) OF THE ADJOINING PROPERTIES

North: OPPD Energy Plaza followed by the Keyline Building and parking structure.
Northwest: Omaha Douglas County Public Building
South: Magnolia Hotel, Douglas County Corrections Parking Lot
Southeast: Magnolia Hotel, Kensington Tower Apartments, City Parking Lots, Fire Station
Southwest: Flatiron Hotel, Keeline Building Parking Lots
West: Omaha Douglas Public Buildings
East: Orpheum Parking Lot, City Parking lots.
Other physical setting attributes are available in the Radius Map included in **Appendix C**.

USER PROVIDED AND REASONABLY ASCERTAINABLE INFORMATION

Under the ASTM standard, the users of a Phase I ESA have certain primary responsibilities for gaining information that may be helpful in determining the potential presence of RECs on the subject property. For the purposes of this Phase I ESA, the user is Investor Realty.

OPPD, owner, was queried and asked to provide the questionnaire to the current property owner to gain insight about which the user is responsible for review as part of the process to identify potential RECs associated with the property. OPPD provided the site tour. The questionnaire is included in **Appendix B**.

---

2 https://beacon.schneidercorp.com/Application.aspx?AppID=1221&LayerID=37105&PageTypeID=1&PageID=14209

TITLE RECORDS

No chain-of-title was received for the subject property, so no title records were reviewed. The Environmental Lien and AUL Search report is included in **Appendix C.**

ENVIRONMENTAL LIENS OR ACTIVITY AND USE LIMITATIONS

A search for environmental liens was conducted by Environmental Data Resources (EDR). No environmental liens or Activity and Use Limitations (AULs) were identified in conjunction with the subject property. A list of the records searched is available in the EDR Radius Map Report and Environmental Lien and AUL Search Report included in **Appendix C.**

SPECIALIZED KNOWLEDGE

No specialized knowledge of the subject property is provided by the user.

VALUATION REDUCTION FOR ENVIRONMENTAL ISSUES

The Douglas County Assessor / Register of Deeds indicates no reduction to the assessed value of the subject property.

OWNER, PROPERTY MANAGER, AND OCCUPANT INFORMATION

The subject property is currently owned and operated by OPPD. The original Energy Plaza building was purchased in 1955 and OPPD expanded ownership to the entire block in 1981. There were no other managers or occupants identified in association with the subject property.

REASON FOR PERFORMING PHASE I ESA

Pursuant to obtaining innocent landowner, contiguous property owner, or prospective purchaser limitations under CERCLA liability guidelines, the user contracted JEO to complete a Phase I ESA to investigate potential environmental concerns associated with the subject property as part of the due diligence process.

OTHER

The Nebraska Department of Environment and Energy (NDEE), Nebraska Department of Health and Human Services (NDHHS), and U.S. Department of Agriculture (USDA) were queried and interviewed for Carbon Tetrachloride information.

RECORDS REVIEW

ENVIRONMENTAL AGENCY DATABASES

JEO utilized EDR to perform a review of available regulatory and agency databases in March 2025. JEO also reviewed information on the NDEE public records search. JEO also reviewed the Nebraska Department of Natural Resources (NDNR) Interactive Mapper to evaluate potential groundwater monitoring wells. The following was revealed during the regulatory file review:

OPPD Energy Plaza Petroleum Release

The EDR Radius Map Report indicates historic petroleum releases in and around the subject property [3]. On November 21, 2023, OPPD reported that an unknown quantity of gasoline was spilled and that the released material affected groundwater. The location of the incident was 444 South 16th Street, Omaha, Nebraska. The State of Nebraska Fire Marshal submitted the closure assessment report on March 18, 2024. The report describes the tank as being 10,000 gallons and containing gasoline. The report explains that the tank was in good condition with no odors or discolored soil. The Tier 1 report was submitted on September 23, 2024, and explained that two monitoring wells would be installed. On November 13, 2024, the site closing process report was submitted to the NDEE. On November 15, 2024, the NDEE provided a letter intending to close out the site and that since groundwater was impacted, the closeout needed to be public noticed. On March 12, 2025, the NDEE provided a letter of closeout to the NDEE stating that no further remedial actions are required. This is considered a Historical Recognized Environmental Condition (HREC). The documents for this release can be found in **Appendix D**.

Metropolitan Utilities District (MUD) Petroleum Release

The MUD facility is located one-eighth mile south of the OPPD Energy Plaza. The file indicated on May 27, 1992, that an unknown quantity of gasoline was spilled. On July 9, 1992, the State Fire Marshal submitted a tank closure report. The report stated no observable holes, and that spill was caused by overfilling the tank. On February 3, 1993, a priority list letter was sent to MUD, which stated that when the site reaches the top of the priority list, a project manager would be assigned. On May 17, 2005, the NDEE sent a letter stating the resources are now available for cleaning up the release. On February 15, 2006, GSI submitted a Tier I report to the NDEE. On July 6, 2006, GSI submitted a well abandonment Notice to the NDEE, and on September 7, 2006, the NDEE closed out the site. After reviewing topographical maps, it was noted that groundwater flows away from this site and the release would not pose a threat to the subject property. The documentation for this incident can be found in **Appendix D.**

Standard Oil Company Building

The Standard Oil Company Building is located at 500 South 18th Street, Omaha, NE 68102 and is 0.09 miles southeast of the subject property. The site was a Standard Oil filling station starting from at least 1926 to 1954 and various filling stations were located on the south side of the site from 1934 to at least 1968. On December 5, 2024, B2 Environmental submitted Phase II ESA for the filling station. The report indicated environmental impact at the building from petroleum products, specifically Naphthalene in soil and groundwater. On December 17, 2024, the NDEE placed the site on the Leaking Underground Storage Tank (LUST) priority list. After reviewing the topographical maps, it was noted that groundwater flows away from the site and would not pose a threat to the subject property. The documentation for this release can be found in **Appendix D.**

---

[3] NDEE Files can be accessed through the public records portal at https://dee.nebraska.gov/.

City of Omaha Lead Superfund Site

The Omaha Lead Superfund Site is comprised of residential properties, child-care centers and other residential-type properties in the city of Omaha, Nebraska, where the surface soil is contaminated because of deposition of air emissions from historic lead smelting and refining operations. The site boundary encompasses 27 square miles and is centered around downtown Omaha, where two former lead-processing facilities operated. The American Smelting and Refining Company, Inc. (ASARCO) operated a lead refinery at 500 Douglas Street for over 125 years. Aaron Ferer & Sons Company, and later the Gould Electronics, Inc., operated a lead battery recycling plant located at 555 Farnam Street for many years. Both the ASARCO and Aaron Ferer/Gould facilities released lead-containing particulates to the atmosphere from their smokestacks. The lead particles were transported through the air and deposited on surrounding residential properties. The subject property is located in the center of the superfund site. Commercial and industrial properties are excluded from the Superfund Site, however, it is recommended that these properties sample soil for lead contamination. The documents for the Omaha Lead Superfund Site can be found in **Appendix D.**

Monitoring Wells

The NDNR interactive mapper indicated two monitoring wells at the subject property. These wells were a result of the removal of a 10,000-gallon UST. The monitoring wells are decommissioned, and the site closed in accordance with NDEE. The MUD facility is located one-eighth mile south of OPPD Energy Plaza. These wells were also a result of tank removal and were closed in accordance with the NDEE. Studying the topography of the area, groundwater moves away from the subject property and would not likely be affected by petroleum spills or releases. Monitoring wells can be reviewed in **Appendix D**.

HISTORICAL USE OF PROPERTY AND SURROUNDING AREA

The following sources were reviewed to provide historical information on the physical setting of the subject property and reasonably ascertainable historic records.

Aerial Photographs Information

JEO reviewed a series of aerial photographs in each decade dating from 1938 up to 2020. The EDR report indicated that it would provide maps from as early as1938, however upon review EDR only provided photographs from 1993 up to 2020, creating a data gap. The images reviewed observed that the subject property was unchanged, and the surrounding businesses were mostly the same. The reviewed aerial photography is included in **Appendix C**.

Fire Insurance Maps Information

The EDR search of the Sanborn Library, based on the subject property information, provided certified maps from 1887 up to 1969. The years reviewed were 1905, 1934, 1962, and 1969. The 1934 map indicates the subject property had multiple businesses including Orchard and Wilhelm House Furnishings Company, JC Penny Company, Bowling Alley, Car Garage and general businesses and offices. The 1969 map observed the same businesses, Orchard and Wilhelm House Furnishings, parking garage, and Bowling Alley. There are no businesses observed that would likely contain hazardous materials during these time periods. The Sanborn Map Report is included in **Appendix C**.

USGS Topographic Maps Information

JEO reviewed topographic maps dating from 1893 up to 2021. The years reviewed and the respective maps are included in the Historical Topo Map Report. The maps indicate that the topography is gently sloped from the west and northwest towards the east and southeast towards the Missouri River. Conditions do not indicate the likelihood of hazardous substances or petroleum products migrating to, from, or within the subject property into the groundwater or soil. The Historical Topo Map Report is included in **Appendix C**. Soil unit maps are available in this appendix as an addendum to the EDR Radius Map Report.

City Directories

The city directories indicated a variety of businesses in the downtown area. The city directory report is included in **Appendix C.**

SITE RECONNAISSANCE

METHODOLOGY AND LIMITING CONDITIONS

Mark Pomajzl of JEO visited the subject property on March 26, 2025, to assess the site and identify visually and/or physically evident, environmentally significant conditions. During the visit, JEO staff interviewed maintenance personnel Aaron Linder, who provided an in-depth tour of the subject property. JEO inspected the subject property on foot to collect information and make observations to help identify recognized environmental conditions in connection with the subject property. Photographs taken during the site visit are included in **Appendix E**.

GENERAL AND PHYSICAL SETTING

Downtown Omaha, the central business, government, and social core of the Omaha-Council Bluffs area, is situated on the west bank of the Missouri River.

Solid Waste Disposal

No solid waste was observed.

Sewage Discharge and Disposal

No wastewater treatment facilities or septic systems were observed on the subject property.

Source of Heating and Cooling

Heating and air conditioning units were observed and were in good condition.

Wells and Cisterns

No aboveground evidence of wells or cisterns was observed during the site reconnaissance, and no municipal water supply wells are known within the area.

Wastewater

No wastewater systems observed. Sewage produced onsite is discharged to the City of Omaha sanitary sewer

Septic Systems

No septic systems were observed on the subject property.

Additional Site Observations

No additional concerns or visual signs of environmental contamination.

INTERIOR AND/OR EXTERIOR OBSERVATIONS AT PROPERTY

The exterior consists of hotels, parking lots, Douglas County Public Building, and Orpheum Theatre. The Energy Plaza exterior was visually inspected for staining, oil leaks, gas leaks and other signs of environmental hazards, and none were observed.

The interior consists of multiple levels, however only the lower level was investigated. The lower level contains a labyrinth of doors, hallways and rooms. Mr. Linder provided a tour of the main areas that would potentially contain pollutants of concern. No oil staining or hazardous materials were observed.

Aboveground and Underground Hazardous Substance or Petroleum Product Storage Tanks (ASTs/USTs)

One AST was observed on the subject property. The AST is behind a concreate vault and according to Mr. Linder is not used. JEO needed to observe the AST and document the tank for the report. Mr. Linder stated the door was new and could not remember the code. Mr. Linder then called multiple colleagues but could not obtain the code. Mr. Linder stated that he could take the photo later and send it to me later. Mr. Linder agreed. Investigating the file, the most recent Tier II report states that fuel oil #1 and #2 is stored in this tank. JEO asked Mr. Linder via email if this tank is used. Mr. Linder stated he would find out the details and get back with me. Mr. Linder provided some information via email on April 8, 2025. The email stated that the tank contains diesel fuel for the onsite generator. The email also stated the tank capacity is 6,000 gallons and currently contains between 2,500 and 2,750 gallons of diesel fuel. Mr. Linder did not provide a photo of the tank but did provide a photo of the volume gauge. The tank is currently inside a cement vault containment.

Strong, Pungent or Noxious Odors

No strong, pungent, or noxious odors were evident inside or outside the subject property during the site reconnaissance.

Pools of Liquid

No pools of liquid were evident inside or outside the subject property during the site reconnaissance.

Drums

One drum was observed. The drum contained a chemical for water treatment and is new.

Polychlorinated Biphenyls (PCBs)

Some of the electrical units may contain PCBs, however there was no indication of leaking or past stains.

Drains, Sumps, and Clarifiers

There are drains that connect to the sanitary sewer. Nothing of concern observed.

Stained Soil or Pavement

No soil or pavement stains were observed.

Stressed Vegetation

There are a few trees along the street which appear healthy.

Additional Potential Environmental Hazards

No additional potential environmental hazards were observed.

INTERVIEWS

INTERVIEWS WITH CURRENT OWNER

There were no formal interviews with the OPPD officials. Mr. Aaron Linder (Maintenance Personnel) provided the tour and answered questions.

INTERVIEWS WITH PREVIOUS OWNERS

No interviews with previous owners were conducted.

INTERVIEWS WITH MANAGERS

No additional interviews.

INTERVIEWS WITH OCCUPANTS

An interview was conducted with Aarron Linder about the subject property. Mr. Linder provided the tour of the subject property and provided relevant information as needed.

INTERVIEWS WITH STATE AND LOCAL GOVERNMENT OFFICIALS

JEO reviewed the facility files on the NDEE interactive mapper and the NDNR well interactive mapper. No interviews with state or local government officials were conducted.

FINDINGS

Based on the available information obtained and reviewed, the findings of this report are as follows:

- No recognized environmental conditions (REC) were identified as part of this Phase I ESA.
- No controlled recognized environmental conditions (CRECs) were identified as part of this Phase I ESA.
- One historical recognized environmental condition (HREC) was identified as part of this Phase I ESA.
- No De minimis conditions were identified as part of this Phase I ESA.
- One Non-Scope ASTM Considerations were included as part of this Phase I ESA.

CONCLUSIONS AND OPINIONS

JEO has performed a Phase I ESA in conformance with the scope and limitations of ASTM Standard E 1527-21 of subject property located in Omaha Nebraska. Any exceptions to, or deletions from, this practice are described in the Special Terms and Conditions section of this report.

The assessment noted that on November 11, 2023, OPPD observed a gasoline spill. The gasoline tank was removed and the site closed on March 12, 2025. This would be considered a Historical Recognized Environmental Condition (HREC). HRECs are defined by the ASTM Standard as “a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls”. **JEO recommends no further action.**

Non-Scope ASTM Considerations

In addition, this part of Omaha is under the Omaha Lead Superfund Site which is comprised of residential properties, child-care centers, and other residential type properties in Omaha. The superfund site was caused by historic lead smelting and refining operations, which caused lead contamination. It is important to note for this Phase I ESA, that although the superfund site encompasses more than 40,000 properties, commercial and industrial properties are excluded from the superfund site, which includes OPPD Energy Plaza. While it is understood that commercial properties are not required to sample for lead, it is recommended.

In conclusion, JEO identified one HREC directly related to OPPD Energy Plaza. The HREC was a result of a UST removal which was closed in accordance with NDEE regulations. The area is also part of the Omaha Lead Superfund Site. Commercial and Industrial sites are excluded from the superfund site. If the site is developed for residential use, it would be mandatory to sample the site for lead. If the site continues to be used as commercial property it is not mandatory but would be recommended to sample the site for lead.

DEVIATIONS

DATA FAILURE

As defined by the ASTM Standard, a data failure is “a failure to achieve the historical research objectives…even after reviewing the standard historical sources…that are reasonably ascertainable and likely to be useful.”

JEO did not encounter data failures while completing this Phase I ESA.

DATA GAP

As defined by the ASTM Standard, a data gap is “a lack of or inability to obtain information required by this practice despite good faith efforts by the environmental professional to gather such information.”

The EDR report *Aerial Photo Decade Package* states that photos are available from 1938 through 2020. Upon review there were only photos from 1993 through 2020 available creating a data gap. To help with the data gap, JEO was able to review the Sanborn Library (Fire Insurance Maps) for years 1887, 1890, 1901, 1905, 1934, 1962, and 1969.

REFERENCES

40 CFR Part 312 – Standards and Practices for All Appropriate Inquiries; Final Rule. Federal Register Vol. 70, No. 210. Tuesday, November 1, 2005.

ASTM E1527-21. Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. ASTM International. 100 Barr Harbor Drive. P.O. Box C700. West Conshohocken, PA.

Douglas County Assessor’s Website. https://assessor.douglascounty-ne.gov/

Nebraska Department of Environment and Energy (NDEE), Public Records Searches and Interactive Map Server

Nebraska Department of Natural Resources (NDNR) Public Website http://dnr.nebraska.gov/groundwater/groundwater-interactive-maps

EDR Database Reports, Environmental Data Resources, LLC, 6 Armstrong Road, 4th Floor, Shelton, CT 06484

SIGNATURES

This Phase I Environmental Site Assessment has been performed in conformance with the limitations described herein for the subject property with parcel: 0313820000, Douglas, Nebraska. The findings of this assessment are completely and accurately documented in this report.

We declare that, to the best of our professional knowledge and belief, we meet the definition of “environmental professional” as defined in §312.10 of 40 CFR 312 and we have the specific qualifications based on education, training, and experience to assess a subject property of the nature, history, and setting of the subject property. We have developed and performed all the appropriate inquiries in conformance with the standards and practices set forth in 40 CFR 312.

Mark Pomajzl ____________________ Date: 4/11/2025

Prepared by Mark Pomajzl
Sr. Environmental Specialist
.

Katie Boden ____________________ Date: 4/10/2025

Katie Boden
Quality Assurance & Quality Control

____________________ Date: 4/11/2025

Eric Marrow
Quality Assurance & Quality Control

ROOF INSPECTIONS


Farnam St
Harney St
WEST Tower
EAST Tower
PARKING GARAGE
S 17th St
S 16th St
S 15th St
Howard St
St Marys Ave
S 17th St
S 16th St
Jackson St
N

East Tower
Roof Inspection Report

Prepared for:

Omaha Public Power District
Mr. Dean Fleege
444 South 16th Street
Omaha, NE 68102

Prepared by:

Roofing Solutions, Inc. (RSI)
6728 W. 153rd Street
Overland Park, KS 66223

Project Location:

Energy Plaza East
444 S 16th Street
Omaha, NE 68102

Facility: Energy Plaza East
Address: 444 S 16th Street
Omaha, NE 68102

Contact: Dean Fleege
Phone: (531) 226-3535

Inspection Date: October 29, 2024
Performed By: Ryan Hausman

Type of Facility: Multi-Story Office Building
Neighborhood: Urban

Roof Section Summary

	Roof Section:	Size:	Membrane:	Condition / Service Life Remaining:	Capital Budget Estimate:
	A	11,909 (square feet)	EPDM	Good 19 Years	$416,815
	Year Installed: 2013 (estimated)	**Height:** ~282 (feet)			

	Roof Section:	Size:	Membrane:	Condition / Service Life Remaining:	Capital Budget Estimate:
	B	660 (square feet)	EPDM	Very Good 20 Years	$29,700
	Year Installed: 2014 (estimated)	**Height:** ~250 (feet)			

	Roof Section:	Size:	Membrane:	Condition / Service Life Remaining:	Capital Budget Estimate:
	C	5,782 (square feet)	EPDM	Fair 8 Years	$375,830
	Year Installed: 1987 (estimated)	**Height:** Varies (feet)			

Roof Section Summary Continued

	Roof Section:	Size:	Year Installed:	Height:	Membrane:	Condition / Service Life Remaining:	Capital Budget Estimate:
	D	180 (square feet)	1987 (estimated)	~190 (feet)	EPDM	Fair 5 Years	$15,300
	E	2,788 (square feet)	2019 (estimated)	Varies (feet)	EPDM	Very Good 25 Years	$348,500
	F	660 (square feet)	1987 (estimated)	~25 (feet)	EPDM	Fair 5 Years	$26,400
	G	1,302 (square feet)	1987 (estimated)	~60 (feet)	EPDM	Fair 5 Years	$52,080

Total Area:	Total Capital Budget Estimate:
23,281 (square feet)	$1,264,625

West Tower
Roof Inspection Report

Prepared for:

Omaha Public Power District
Mr. Dean Fleege
444 South 16th Street
Omaha, NE 68102

Prepared by:

Roofing Solutions, Inc. (RSI)
6728 W. 153rd Street
Overland Park, KS 66223

Project Location:

Energy Plaza West
409 S. 17th Street
Omaha, NE 68102

Facility: Energy Plaza West
Address: 409 S. 17th Street
Omaha, NE 68102

Contact: Dean Fleege
Phone: (531) 226-3535

Inspection Date: April 1, 2025
Performed By: Ryan Hausman

Type of Facility: Office
Neighborhood: Urban

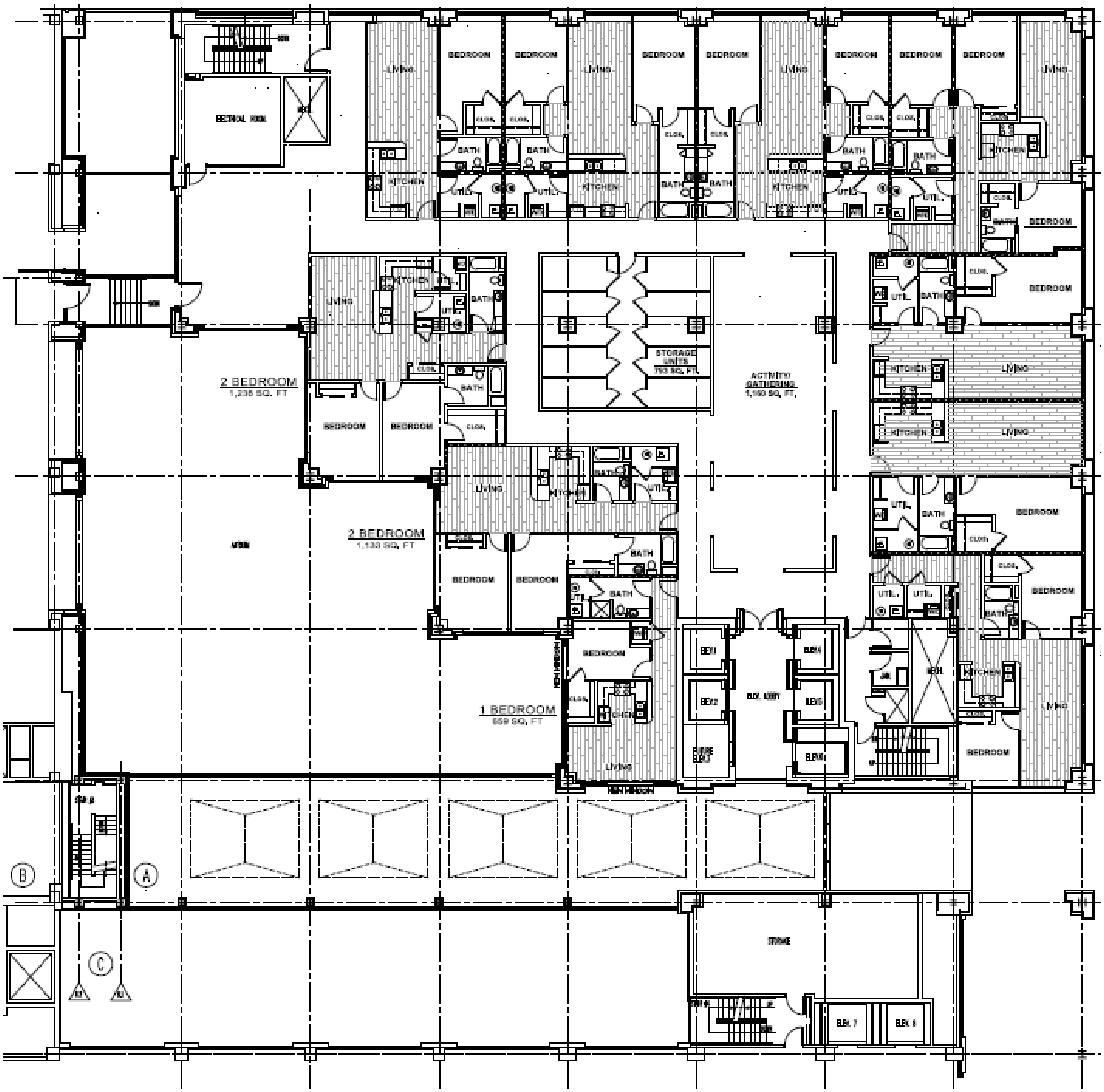
Roof Section Summary

Roof Section:	Size:	Membrane:	Condition / Service Life Remaining:	Capital Budget Estimate:
A	13,752 (square feet)	EPDM	Good 13 Years	$618,840
Year Installed: 2012	**Height:** Varies			

Roof Section:	Size:	Membrane:	Condition / Service Life Remaining:	Capital Budget Estimate:
B	2,010 (square feet)	EPDM	Fair 5 Years	$60,300
Year Installed: 2010 (estimated)	**Height:** ~30 (feet)			

Total Area:	Total Capital Budget Estimate:
15,762 (square feet)	$679,140

MULTI FAMILY CONCEPTUAL DRAWINGS



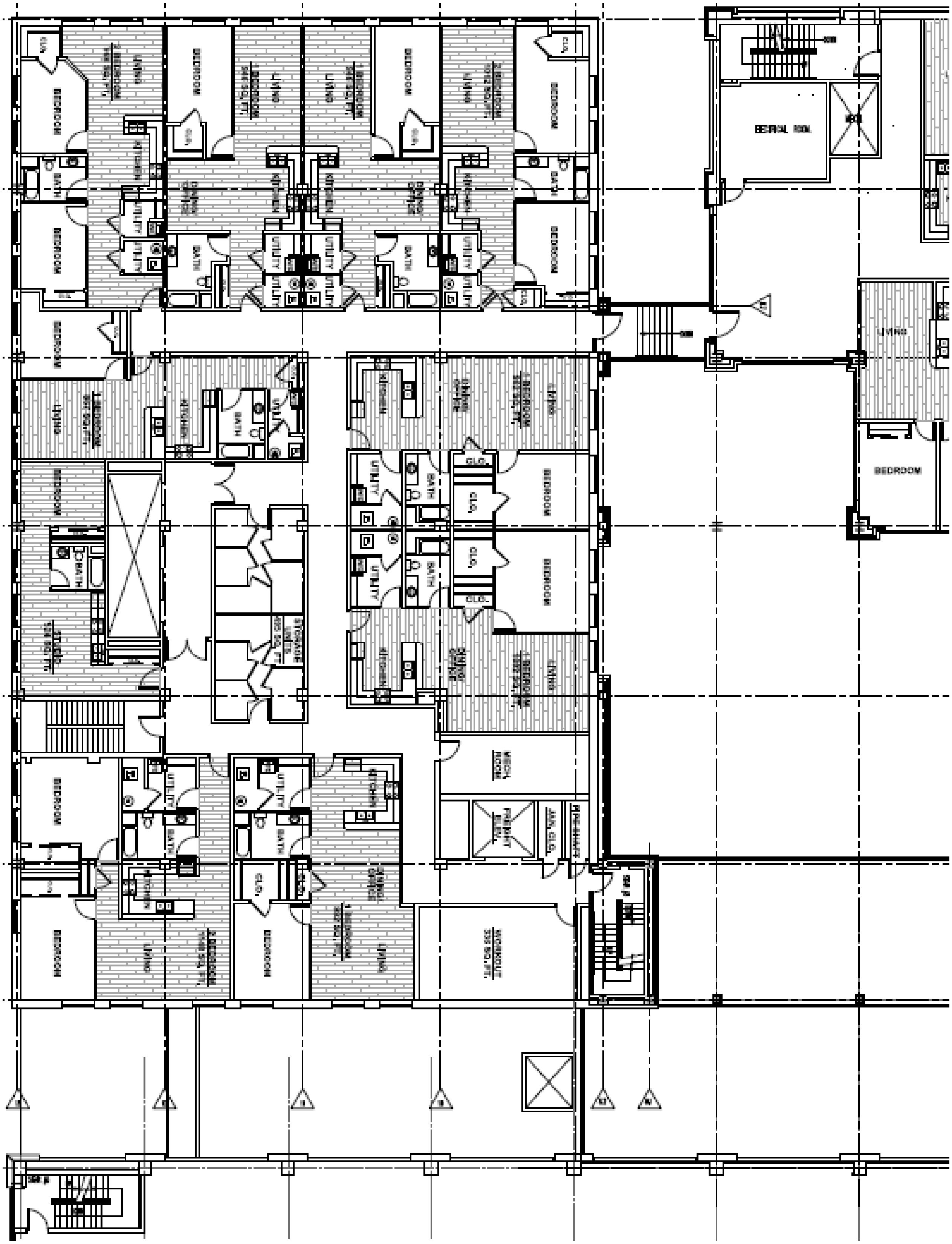
FOURTH FLOOR - EAST TOWER

SCALE : 1/8" = 1'- 0"

Floors 2-7 are very similar floor plates.

Floors 8, 9 and 10 have floor by floor step-backs.

stanley j how
ARCHITECTS
HOW | SEIP
14685 CALIFORNIA ST OMAHA, NE 68154 402.964.9000



FOURTH FLOOR – WEST TOWER

Floor plates are all similar size.

CA-0014
stanley j how
ARCHITECTS
How | Seip
14685 CALIFORNIA ST OMAHA, NE 68154 402.964.9000

LEASE HIGHLIGHTS

FRASER STRYKER
DOUGLAS COUNTY-PARKING
OMAHA PERFORMING ARTS - SKYLINK

FRASER STRYKER

Premises:	409 S. 17th Street Omaha, NE 68102

Suite 200	4,276 SF
Suite 300	11,573 SF
Suite 400	11,573 SF
Suite 500	11,573 SF
Office	38,995 SF
Basement	280 SF

Size:	39,275 SF
Lease Expiration:	July 2030
Base Rent:	$688,582 per year ($17.66 PSF) 2% annual escalations
Options:	Two (2) five (5) year options to extend, adjusted by the annual escalator on each anniversary of the commencement date
Parking:	First Amendment granted 102 parking stalls @ $75 per month per stall
Option to Terminate:	Tenant has a right to terminate upon six (6) months prior written notice.

DOUGLAS COUNTY – PARKING

Premises:	6th & 7th Floors of the Parking Garage
Size:	80 stalls
Lease Expiration:	February 28, 2026
Base Rent:	$73,440 per year ($76.50 per stall, per month) 2% annual increase
Options:	One (1) one (1) year option to extend, adjusted by the annual escalator on each anniversary of the commencement date $74,908.80 per year (2026-2027)

OMAHA PERFORMING ARTS SOCIETY (OPAS) – SKYLINK

Lease
Expiration: April 30, 2050

Options: Upon expiration of the term of the Agreement, OPPD has the option to purchase the Skylink for $1.00.

Parking: Agreement makes parking garage available for scheduled events outside normal business hours (M-F, 7:00 AM – 5:00 PM) at a rate determined and collected by OPPD

Miscellaneous:

OPPD provides custodial services and hot/chilled water

OPAS provides electricity

OMAHA PERFORMING ARTS SOCIETY (OPAS) – PARKING AGREEMENT

Parking: OPAS has rights to an unspecified number of parking stalls for volunteer workers for scheduled events/performances outside normal business hours (M-F, 7:00 AM - 5:00 PM).

OPAS cost is $3.50 per vehicle, which utilizes a stall.

Termination: Either party may terminate this agreement with two (2) business days' notice.

LETTER OF INTENT (LOI) TEMPLATE

October 1, 2025

Tim Kerrigan
Ryan Kuehl
Investors Realty, Inc.
12500 I Street
Omaha, NE 68137

Via email:
tkerrigan@investorsomaha.com
rkuehl@investorsomaha.com

RE: Letter of Intent to Purchase – OPPD Energy Plaza
444 S. 16th Street, Omaha, Nebraska

Dear Tim and Ryan:

This Letter of Intent sets forth the terms and conditions upon which the Buyer, defined below, will purchase, from the Omaha Public Power District, the Property referenced below. This Letter of Intent is not binding but is an expression of the parties' intent for the terms of a purchase agreement. No binding agreement shall occur until the execution of the attached definitive purchase agreement ("Purchase Agreement").

BUYER:	______________________________, a __________________, or its assigns
SELLER:	Omaha Public Power District, a public corporation and political subdivision of the State of Nebraska.
PROPERTY:	**East Building:** 444 S. 16th Street, Omaha, NE. An 11-story office building containing approximately 214,230 sq. ft. above grade. **West Building:** 409 S. 17th Street, Omaha, NE. A 9-story office building containing approximately 166,230 sq. ft. above grade. **Parking Garage:** an 8-story parking structure containing 555 parking stalls. The East Building, West Building and Parking Garage are collectively referred to as the "Property". The Property is legally described on the attached Exhibit A, and depicted on the attached Exhibit B. The Property shall be purchased at Closing.
PURCHASE PRICE:	_______________________and __/100 Dollars ($_____________) will be the consideration paid to the Seller at Closing. The Property will be sold "AS IS – WHERE IS".

TENANTS IN POSESSION: Buyer acknowledges it is purchasing the Property with existing leases to Fraser Stryker PC LLO, Douglas County, and the Orpheum Theater Skylink Agreement with Omaha Performing Arts Society.

POSSESSION: Possession shall be delivered to Buyer at Closing.

DEPOSIT: The Purchase Agreement shall provide that the Buyer deposit Three Hundred Thousand Dollars ($300,000) (the "Deposit") with the escrow agent upon full execution of the Purchase Agreement.

DUE DILIGENCE PERIOD: Buyer shall have **sixty** (**60**) days after full execution of the Purchase Agreement to inspect the Property and complete remaining engineering, planning, environmental or such other studies Buyer requires to determine that the Property is suitable for Buyer's intended use (the "Due Diligence Period"). If Buyer, in Buyer's sole discretion, determines the Property is unsuitable, Buyer may terminate the Purchase Agreement by giving written notice during the Due Diligence Period and **two-thirds of the Deposit** will be refunded. Buyer or Buyer's agents and contractors have the right to enter upon the Property, at reasonable times and after prior notice to Seller in order to perform such investigations as Buyer deems necessary including without limitation soil tests and environmental audits. Buyer will promptly repair and restore any damages to the Property caused by such inspections. Buyer will (i) not permit any liens or encumbrances to arise against the Property in connection with their investigation, shall indemnify, (ii) defend and hold Seller harmless against any and all loss, liability and costs relating to Buyer's (or Buyer's agents, employees or representatives) entry and investigation of the Property, and (iii) maintain commercial general liability insurance coverage with a limit of not less than $2,000,000, naming Seller as an additional insured.

PROPOSED USE: Buyer acknowledges that the Property presents a rare and significant opportunity to acquire an entire city block in a prominent downtown Omaha location. Buyer further recognizes that the Seller places a high priority on the thoughtful re-development of the Property. As a deeply rooted member of the community, the Seller desires that future uses of the Property align with community priorities. Some of the more notable priorities include activating street-level spaces with commercial uses, establishing the site as a potential employment center, incorporating an appropriate mix of residential uses, avoiding underutilization of the Property, making appropriate use of Tax Increment Financing (TIF), and supporting the City's master plan for parking. Buyer understands the Seller will consider Buyer's attempt to integrate these community-focused values into its development of the Property.

Recognizing the significant role the Property's parking garage has played in supporting Omaha Performing Art's Orpheum Theater, we kindly request to address your plans for continuing a parking partnership with OPA. Please include:

- A brief description of your proposed approach to providing OPA with night and weekend parking access with your redevelopment plans
- An estimated number of parking stalls you anticipate being able to make available to OPA or their use on nights and weekends
- Any other proposed terms or considerations related to this parking arrangement that you would like to put forth for discussion.

With all this being considered, Buyer's intended use of the Property is described on an attachment to this LOI (use, size, unit count, pricing, cost, value and related detail as well as conceptual plans, renderings and exhibits would be helpful for Seller's consideration).

CLOSING: Closing will occur within thirty (30) days after the expiration of the Due Diligence Period.

CLOSING COSTS: Costs for closing will be paid as follows:

1. **State Documentary Tax.** The State Documentary Tax on the deed shall be paid by the Seller.
2. **Title Insurance.** Buyer and Seller will equally share the cost of an owner's Title Insurance Policy. Buyer will be responsible for the cost of any endorsements requested by Buyer and any title insurance costs of Buyer's lender.
3. **Escrow Closing Fees.** Escrow closing fees charged by the Escrow Agent shall be equally divided between Buyer and Seller.

REAL ESTATE TAXES: Seller is a tax-exempt organization but there are ad valorem real estate taxes on the portion of the Property leased to Fraser Stryker, PC, LLO, which taxes are paid by the Tenant as part of the Lease. All consolidated real estate taxes which become delinquent in the year in which Closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of the Closing Date, and all the prior years' taxes, interest, and other charges, if any, will be paid by Seller.

LEGAL DOCUMENTS: Buyer has received and reviewed the Purchase Agreement template previously provided by the Seller and agrees to the language contained therein. Within three (3) days after full execution of this LOI, Seller shall provide Buyer with the Purchase Agreement updated with the terms of the agreed upon LOI. Within fifteen (15) days after Seller's delivery to Buyer of the Purchase Agreement, the Buyer and Seller shall execute the Purchase Agreement. In the event the Purchase Agreement is not signed by both the Buyer and Seller within this period, the Seller shall be free to resurrect or initiate new dialogue with potential buyers to progress the sale of the Property.

BOARD APPROVAL: Buyer acknowledges that any changes to this LOI are subject to approval by Seller's Board. Further, final approval of the purchase, including the Buyer, the intended use of the Property, any revisions to the terms of the Purchase Agreement and any terms of the sale, are subject to approval by the Seller's Board.

AGENCY / BROKERAGE: Buyer acknowledges that Seller is represented by Tim Kerrigan and Ryan Kuehl of Investors Realty, Inc., which is compensated by Seller based on a separate consulting agreement. Seller is prohibited by its bylaws from paying a real estate commission as part of this sale to any broker or agent representing the Buyer as part of this transaction.

Buyer is represented by ______________________, Buyer's Agent, and will compensate Buyer's Agent as part of a separate agreement.
OR
Buyer is not represented by an agent.

This LOI is not an offer to purchase the Property and Seller's and Buyer's acceptance of this LOI does not constitute an agreement to purchase or sell the Property and this LOI does not create a contractual obligation of either party to purchase the Property. The purpose of this LOI, and your acceptance thereof, is only to indicate the interest of both Buyer and Seller to negotiate in good faith for an agreement containing the terms set forth herein and such other terms and conditions as the parties may agree upon.

AGREED AND ACCEPTED:

Buyer: ______________________	Seller: Omaha Public Power District
By: ______________________	By: ______________________
Print Name: ______________________	Print Name: ______________________
Its: ______________________	Its: ______________________
Date: ______________________	Date: ______________________

Exhibit "A"

LEGAL DESCRIPTION

All of Block 146, Original City of Omaha (consisting of Lots 1 thru 8 inclusive and vacated alley, together with the vacated portions of Harney Street, Howard Street, 16th Street and 17th Street), as surveyed, platted and recorded in Douglas County, Nebraska.

Exhibit "B"

OUTLINE of PROPERTY

PURCHASE AGREEMENT FORM

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is made effective as of the ______ day of ____________________________, 2025 (the "**Effective Date**"), by and between, **Omaha Public Power District**, a Nebraska public corporation and political subdivision of the State of Nebraska ("**Seller**") and [_________________________________] ("**Purchaser**"). Hereinafter, Seller and Purchaser may be referred to individually as a "Party" or collectively as the "Parties."

W I T N E S S E T H

WHEREAS, Seller is the fee simple owner of that certain real property situated in Omaha, Douglas County, Nebraska, having postal addresses of 444 South 16th Street, Omaha, Nebraska 68101 and 409 South 17th Street, Omaha, Nebraska 68102, and more particularly described and depicted on **<u>Exhibit A</u>** attached hereto (the "**Land**"); and

WHEREAS, Seller now desires to sell and convey its interest in the Property (as hereinafter defined) to Purchaser, and Purchaser desires to purchase same, on the terms and conditions hereinafter set forth (the "**Transaction**").

NOW THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by each of the Parties to the other, the receipt whereof is hereby acknowledged each for the other, and in further consideration of the mutual covenants and promises hereafter set forth, the Parties hereto do hereby mutually covenant and agree as follows:

1. **<u>PURCHASE AND SALE OF THE PROPERTY.</u>**

Subject to and on the terms and conditions herein set forth, Seller hereby agrees to sell, assign and convey to Purchaser, and Purchaser hereby agrees to purchase, assume and acquire from Seller: (a) the Land consisting of a full city block (80,237 square feet) and all easements, rights, and privileges appurtenant thereto; (b) all improvements located on the Land (including, for the avoidance of doubt, the East Building containing approximately 214,230 square feet, the West Building containing approximately 166,230 square feet, and a five (5) story parking garage) (collectively, the "**Improvements**"); (c) those certain lease and license agreements set forth on **<u>Exhibit B</u>** (the "**Assumed Agreements**"); and (d) to the extent assignable by Seller, those certain third party service contracts set forth on **<u>Exhibit C</u>** (the "**Service Contracts**") (collectively, the "**Property**").

2. **<u>PURCHASE PRICE.</u>**

The purchase price to be paid by Purchaser to Seller for the Property is [______________________ Dollars ($_____________) (the "**Purchase Price**")]. Subject to the terms and conditions of this Agreement, the Purchase Price (plus or minus prorations and other adjustments hereunder) shall be payable in immediately available funds at Closing (as hereinafter defined) by wired funds and shall be paid by Purchaser to Escrow Agent for disbursement to Seller in accordance with Purchaser's closing instructions on the Closing Date (as hereinafter defined).

3. **EARNEST MONEY DEPOSIT.**

(a) No later than five (5) Business Days following the Effective Date, Purchaser shall deposit with TitleCore National, LLC, a Nebraska limited liability company ("**Escrow Agent**" or "**Title Company**") by federal wire of funds the amount of Three Hundred Thousand Dollars and No/100 ($300,000.00) (the "**Earnest Money Deposit**"). The Earnest Money Deposit shall be non-refundable to Purchaser and paid to Seller except if, prior to the Due Diligence Expiration Date (as hereinafter defined), Purchaser terminates this Agreement in accordance with the terms of Section 5, or in the event of a material default by Seller, in which case all, or a portion of the Earnest Money Deposit, will be returned to Purchaser in accordance with and pursuant to the terms of this Agreement.

(b) The Earnest Money Deposit shall be held in an interest bearing, federally insured account, by Escrow Agent in accordance with this Agreement pending consummation of this transaction. At Closing, any interest earned on the Earnest Money Deposit shall be allocated to Purchaser, provided however, if this Agreement is properly cancelled or terminated, the interest shall follow the Earnest Money Deposit. The Parties shall deliver to the Escrow Agent W-9 forms and such other forms as the Escrow Agent may require to hold the Earnest Money Deposit.

(c) In the event of Closing, the Earnest Money Deposit shall be credited against the Purchase Price.

(d) The Escrow Agent shall be obligated to disburse the Earnest Money Deposit at Closing or upon cancellation or termination of this Agreement in accordance with this Agreement. In the event of any dispute hereunder, the Escrow Agent shall be and is hereby authorized, but not obligated, to pay the entire amount of the Earnest Money Deposit into court, and any expenses of the Escrow Agent for so doing shall be payable out of the Earnest Money Deposit.

4. **DUE DILIGENCE.**

(a) Seller Materials. In anticipation of the Transaction, Seller conducted a preliminary evaluation of the Property in which Seller prepared and gathered certain materials and reports which were provided to Purchaser by independent third parties. These materials and records include but are not limited to the following: (i) that certain title certificate dated February 28, 2025 issued by Title Company, (ii) that certain ALTA survey dated March 27, 2025 performed by Lamp Rynearson, (iii) that certain Phase I environmental site assessment dated April 2025 performed by JEO Consulting Group, Inc., (iv) that certain roof inspection report dated April 4, 2025 performed by Roofing Solutions, Inc., and (v) copies of the Assumed Agreements (collectively, the "**Seller Materials**"). Purchaser agrees that the Seller Materials were provided as an accommodation only and solely for informational purposes and that Seller makes no representations about the accuracy of the Seller Materials. Purchaser remains responsible, at Purchaser's sole cost, for conducting and obtaining any and all inspections and due diligence it deems reasonable and necessary for its review of the Property pursuant to the terms of this Agreement.

(b) Inspections. Seller hereby grants to Purchaser and Purchaser's contractors, consultants, employees, attorneys, members, partners, managers, principals, directors, officers, investors, accountants, engineers, architects, brokers, insurers, representatives, and agents (collectively, "**Purchaser Users**") the right to enter onto the Property to conduct non-invasive inspections and investigations of the Property as permitted herein (the "**Inspections**") at all agreed upon times prior to the Due Diligence Expiration Date (as hereinafter defined) upon receiving Seller's prior written consent. Such right to enter shall include the right of access, ingress, egress, and regress, onto, across, over, and through the Property for vehicles and pedestrians, as well as related equipment necessary to undertake the Inspections; provided however, that heavy vehicles and equipment shall not be permitted without Seller's prior written consent at Seller's sole discretion. Purchaser Users shall not have the right to drill, bore, dig, cut, remove, take samples (water, air, soil, building materials, etc.) or otherwise conduct any physically invasive or intrusive testing on the Property without Seller's prior written consent. In anticipation of the Transaction, Seller contracted to have that certain Phase I environmental site assessment of the Property conducted in April 2025. In the event Purchaser desires a Phase II environmental site assessment (to the extent reasonably required pursuant to industry standards), Seller shall have the opportunity to review and provide comments on the testing plan thereunder, which Purchaser shall incorporate into its testing plan. If the parties cannot agree upon such Phase II environmental site assessment testing plan upon good faith negotiations, then either party may terminate this Agreement with notice to the other Party. Seller shall have the right, but shall not be obligated to be present as a condition precedent to the undertaking of the Inspections, to have its designees on site during the Inspections and to observe any Inspections conducted by Purchaser Users. Except for the Seller Materials, all studies, reports and other written materials derived from or reflecting the Inspections are hereinafter referred to, collectively, as "**Inspection Reports**".

(c) Purchaser Obligations. Purchaser hereby agrees that all Inspections shall be performed at Purchaser's sole cost and expense, in accordance with all applicable laws, rules and regulations of the appropriate governmental authorities having jurisdiction over the Property, and otherwise in a manner that will minimize physical harm or damage to the Property. Without limiting the foregoing, (i) at least one (1) Business Day's prior written notice to Seller shall be required with respect to any access of any Improvements located on the Property by any Purchaser Users, and (ii) Purchaser shall, and shall cause each Purchaser User to, comply with Seller's site safety requirements and protocols applicable to the Property. Seller and its representatives shall reasonably cooperate with the Purchaser Users with respect to scheduling entry into the Improvements and the performance of Inspections. Purchaser agrees to promptly restore any physical damage caused to the Property arising out of the Inspections and/or caused by Purchaser Users to substantially the same condition existing immediately prior to any such damage at Purchaser's sole cost and expense. Purchaser shall keep the Property free and clear of any mechanics' or materialmen's liens arising out of the Inspections. Purchaser and all Purchaser Users shall keep confidential the results of the Inspections and all related Inspection Reports (collectively, the "**Confidential Information**"), and the Confidential Information shall not be disclosed to any person or entity, without Seller's express prior written consent or unless requested by Seller in writing, unless Purchaser shall be compelled otherwise by court order, judicial process or any applicable laws, rules or regulations or in connection with a lawsuit, action or proceeding concerning this Agreement. In the event that Purchaser discovers any fact that Purchaser believes it (or any other Purchaser User) has a legal duty to disclose, to the extent permitted by applicable laws, rules and regulations and reasonably practical under the circumstances, Purchaser shall promptly advise Seller thereof so that Seller may, at its own cost and expense, seek a protective order or other appropriate remedy. Notwithstanding the foregoing or anything in this Agreement to the contrary, neither Purchaser nor any Purchaser User shall be restricted from disclosing the Inspection Reports, the results of the Inspections or any other Confidential Information obtained by Purchaser or any other Purchaser User with Purchaser or any Purchaser User and/or any and all persons directly or indirectly acting for or with any Purchaser User with respect to the Property, who have a specific need to know basis as necessary and related to this Agreement, provided that in doing so Purchaser agrees to require that such recipients likewise keep such results confidential. Purchaser shall cause its Purchaser Users to comply with the terms of this Agreement and shall be responsible for any breach hereof. The terms of this <u>Section 4(c)</u> relating to Confidential Information shall survive the termination of this Agreement.

(d) <u>Insurance</u>. Prior to entering the Property, Purchaser shall comply with the insurance requirements set forth on **<u>Exhibit G</u>** attached hereto and provide proof thereof to Seller (in the form of certificate(s) of insurance) not less than one (1) Business Day prior to entry. In no event shall such insurance obligations, or Purchaser's satisfaction thereof, be deemed to limit or modify Purchaser's express obligations under this Agreement. Notwithstanding any other provision of this Agreement, Seller and Purchaser each waive any and all right of subrogation that either may have against the other.

(e) <u>Indemnity.</u> Purchaser hereby agrees: (i) to indemnify and hold Seller harmless against any claim (i) arising out of Inspections or otherwise caused by the use or misuse of the Property by any Purchaser Users during the Inspections (including, without limitation, any breach of Seller's site safety requirements and protocols set forth in subsection (b) above), including personal injury to persons or physical damage to the property of a third party.

(f) <u>Delivery of Seller Materials and Purchaser's Diligence</u>. In the event this Agreement is terminated by Purchaser prior to Closing then, within two (2) Business Days after providing such written notice of termination to Seller, Purchaser shall return the Seller Materials to Seller (or provide written evidence that the same have been destroyed) and, provided that such termination of this Agreement was not based on a Seller default of this Agreement, Purchaser shall deliver to Seller, at no cost to Purchaser, complete copies of all Inspection Reports obtained by Purchaser from third parties in connection with the Property; provided however, that in no event shall Purchaser be obligated to deliver any Inspection Reports which would be subject to the attorney/client privilege or which Purchaser is contractually bound to keep confidential. The obligations under this subsection (f) shall survive the termination of this Agreement for a period of six (6) months but shall not survive Closing.

5. **<u>TERMINATION RIGHT.</u>**

(a) <u>Due Diligence Termination Right</u>. For purposes herein, the "**Due Diligence Expiration Date**" means that date which is sixty (60) days after the Effective Date, and ending at 5:00 P.M. CST. The period from the Effective Date through the Due Diligence Expiration Date is herein referred to as the "**Due Diligence Period**". Purchaser has the right, in Purchaser's sole and absolute discretion, for any reason or no reason, to give written notice to Seller prior to the Due Diligence Expiration Date, terminating this Agreement (a "**Termination Notice**"). In the event that Purchaser exercises its right of termination under this <u>Section 5(a)</u>, this Agreement shall terminate, two-thirds ($2/3^{rds}$) of the Earnest Money Deposit shall be returned to Purchaser and all rights and liabilities arising hereunder shall automatically terminate, with the exception of the obligations which expressly survive termination of this Agreement. If Purchaser does not send written notice terminating this Agreement to the Seller on or before the Due Diligence Expiration Date, Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 5(a) and the Earnest Money Deposit shall then be non-refundable to Purchaser and paid to Seller, except in the event of a material default by Seller pursuant to Section 12(b) below.

6. **TITLE.**

(a) Title Commitment. Purchaser shall obtain an updated title report and title insurance commitment for the issuance of an ALTA Form Owner's Policy of Title Insurance (the "**Title Commitment**") to Purchaser in the amount of the Purchase Price, together with legible copies of all documents identified on the Title Commitment as exceptions to title.

(b) Objection to Title. If the Title Commitment or any survey obtained by Purchaser ("**Survey**") contains exceptions or reveals conditions to which Purchaser objects, Purchaser may notify Seller, in writing, on or before the date that is ten (10) days prior to the Due Diligence Expiration Date (the "**Title Objection Deadline**"), and Purchaser shall specify to Seller in writing the exceptions and title defects (the "**Title Defects**"), which exist with respect to the title to the Property to which Purchaser objects (the "**Objection Notice**"). If Purchaser fails to deliver its Objection Notice to Seller on or before the Title Objection Deadline, Purchaser shall be deemed to have waived its right to object to any of the exceptions or conditions shown on the Title Commitment or Survey, and such exceptions and conditions shall thereafter constitute Permitted Exceptions (as hereinafter defined) under this Agreement, except as hereinafter set forth with respect to Liquidated Defects (as hereinafter defined). If Purchaser timely delivers its Objection Notice, Seller shall respond within ten (10) Business Days of receipt of the Title Notice as to whether Seller elects to cure any of the Title Defects set forth in the Objection Notice, either prior to or at Closing. Seller's failure to timely reply shall be deemed an election not to cure the Title Defects. If Seller elects not to cure any Title Defects prior to or at Closing, then Purchaser may elect to (i) terminate this Agreement pursuant to the express terms of Section 5 of this Agreement, or (ii) elect to purchase the Property without a reduction in the Purchase Price and the matters objected to shall be deemed Permitted Exceptions (except for Liquidated Defects). Except for Liquidated Defects, any (aa) title or survey matter revealed on the Title Commitment or Survey to which Purchaser fails to timely object, or (bb) any Title Defect which Seller expressly elects not to cure shall be deemed to be "**Permitted Exceptions**." For the avoidance of doubt, if applicable, each of the Assumed Agreements shall be considered Permitted Exceptions. If Seller elects to cure any or all of the Title Defects, but is unable or unwilling to complete the cure of such Title Defects before Closing, Purchaser shall have the right, in its absolute discretion, to elect, upon written notice to Seller, to proceed pursuant to Section 6(g) below. Notwithstanding anything in this Agreement to the contrary, mortgages/deeds of trust, judgments and any other monetary liens or encumbrances affecting the Property that can be removed by payment of a liquidated sum of money (collectively, "**Liquidated Defects**") shall be deemed objected to without the requirement of an Objection Notice and if not sooner satisfied in full, the same shall be paid and satisfied, in full, at Closing from the Purchase Price.

(c) Update. In the event any updated Title Commitment or Survey shows new or additional Title Defects ("**New Title Defects**"), Purchaser may object to such new or additional exceptions, and Seller's response to such exceptions, and Purchaser's obligation to close shall be the same as set forth in Section 6(b) above.

(d) Condition to Closing. It shall be a Condition Precedent (as hereinafter defined) to Purchaser's obligation to proceed to Closing that the Title Company shall issue (or irrevocably commit to issue) at Closing to Purchaser an ALTA Owner's Policy of Title Insurance (the "**Title Policy**"), in the amount of the Purchase Price, insuring that fee simple title and/or easement rights (as applicable and as contemplated in this Agreement) to the Property and any appurtenant easements are vested in Purchaser.

(e) Survey. A copy of any Survey obtained by Purchaser shall be provided to Seller no later than the Title Objection Deadline. If the Survey shows any encroachments on the Property, or any other state of facts to which Purchaser objects, Purchaser shall notify Seller of such facts in writing and such facts shall be treated as a Title Defect pursuant to this Section 6.

(f) Assumed Agreements. At Closing, Seller shall assign all of its rights, title, and interest in and to the Assumed Agreements to Purchaser, and Purchaser shall assume all obligations thereunder from and after the Closing Date pursuant to **Exhibit F** of this Agreement. Seller shall provide written notice to the tenants and licensees under the Assumed Agreements of the Transaction and assignment of its agreement with Seller to Purchaser. Purchaser agrees to honor all terms and conditions of the Assumed Agreements for each of the remaining terms, including any renewal or extension options granted therein.

7. **REPRESENTATION AND WARRANTIES.**

(a) Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller as of the Effective Date (and shall be deemed to represent and warrant to Seller as of the Closing Date) the following:

(i) Authority. Purchaser is duly organized and validly existing under the laws of the State of [_______________] and has full authority and capacity to enter into and perform this Agreement and each agreement, document and instrument to be executed and delivered by it pursuant to this Agreement. The persons executing this Agreement and the other documents required hereunder on behalf of Purchaser are the duly designated representatives of Purchaser and are authorized and have the power and capacity to do so.

(ii) Proceedings. There are no claims, actions, suits or proceedings pending or, to the actual knowledge of Purchaser, threatened against Purchaser which question the validity or enforceability of this Agreement or of any action taken by Purchaser under this Agreement.

(iii) Binding Obligations. This Agreement and all documents executed by Purchaser which are to be delivered to Seller at the Closing are, or at the time of delivery will be, duly authorized, executed, and delivered by Purchaser and are, or at the time of delivery will be, legal, valid, and binding obligations of Purchaser, and do not, and at the Closing will not, violate any provisions of any agreement to which Purchaser is a party or to which it is subject.

(b) Seller's Representations and Warranties. Seller represents and warrants to Purchaser as of the Effective Date hereof (and shall be deemed to represent and warrant to Purchaser as of the Closing Date) the following:

(i) Authority. Seller is duly incorporated and validly existing under the laws of the State of Nebraska and has full authority and capacity to enter into and perform this Agreement and each agreement, document and instrument to be executed and delivered by it pursuant to this Agreement. The persons executing this Agreement and the other documents required hereunder on behalf of Seller are the duly designated representatives of Seller and are authorized and have the power and capacity to do so.

(ii) Title. To Seller's knowledge, Seller has, and as a result of the Closing will convey to Purchaser, good, valid, and marketable fee-simple title to the Property, free and clear of all liens except for the Permitted Exceptions. To Seller's knowledge, there are not outstanding options or rights of first refusal to purchase the Property, or any portion thereof or interest therein.

(iii) Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

(iv) Condemnation. Seller has not received written notice of any pending condemnation proceedings relating to the Land, nor to Seller's actual knowledge, are any such proceedings threatened or pending.

(v) Contracts, Licenses, and Leases; Employees. There are no service or other contracts, agreements, licenses, or leases or other occupancy agreements with respect to or affecting the Property to which Seller is a party and which will be binding upon the Property or Purchaser after Closing except the Assumed Agreements set forth on **Exhibit B** and any Service Contracts as set forth on **Exhibit C** which Purchaser desires to have assigned. There are no on-site employees of Seller in connection with the management, operation, or maintenance of the Property.

(vi) Litigation. There is not now pending nor threatened in writing nor, to Seller's knowledge, has there been threatened, verbally or in writing, any action, suit or proceeding against or affecting the Property or Seller's ability to perform under this Agreement. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or threatened in writing, nor to Seller's actual knowledge, threatened, against Seller, nor are any of such proceedings contemplated by Seller.

(vii) Binding Obligations. This Agreement and all documents executed by Seller which are to be delivered to Purchaser at the Closing are, or at the time of delivery will be, duly authorized, executed, and delivered by Seller and are, or at the time of delivery will be, legal, valid, and binding obligations of Seller, and do not, and at the Closing will not, violate any provisions of any agreement to which Seller is a party or to which Seller is subject.

(viii) Environmental Matters. To Seller's actual knowledge, there are not any Hazardous Materials installed, stored in, or otherwise existing at, on, in, or under the Property in violation of any Environmental Law. Except as disclosed in the Seller Materials, Seller has not received any written notice of any (a) pending or threatened claims, complaints, notices, correspondence or requests for information received by Seller with respect to any violation or alleged violation of any Environmental Law, or (b) releases of Hazardous Substances (as hereinafter defined) or with respect to any corrective or remedial action for, or cleanup of, the Property or any portion thereof. Except as disclosed in the Seller Materials, to Seller's actual knowledge, there are no underground storage tanks at the Property. For purposes of this Agreement, **"Environmental Laws**" shall mean: all past and present federal, state and local statutes, regulations, directives, ordinances, rules, policies, guidelines, court orders, decrees, arbitration awards and the common law, which pertain to environmental matters, contamination of any type whatsoever or health and safety matters, as such have been amended, modified or supplemented from time to time (including all present and future amendments thereto and re-authorizations thereof). For purposes of this Agreement, "**Hazardous Substances**" shall mean: any chemical, pollutant, contaminant, pesticide, petroleum or petroleum product or by product, radioactive substance, solid waste (hazardous or extremely hazardous), special, dangerous or toxic waste, substance, chemical or material regulated, listed, limited or prohibited under any Environmental Law.

(c) Knowledge. Whenever used in this Agreement, the phrase "to Seller's actual knowledge", "to the knowledge of Seller", and similar phrases shall be limited in meaning to the current actual (as distinguished from implied, imputed or constructive) knowledge of Tim O'Brien, Director – Facilities and Fleet, and Jacob Farrell, Manager Real Property & Land Management, in each individual's capacity as a designated representative of Seller, without independent inquiry or investigation, and without imputation to such individuals or Seller of facts and matters otherwise within the personal knowledge of any other officers, members, managers or employees of Seller and shall not be construed to impose upon such individuals any duty to investigate or any liability or personal responsibility hereunder. Seller represents and warrants that [________________________] are the person(s) within Seller's organization who are most familiar with the Property with knowledge of, and access to information related to, the representations and warranties of Seller contained herein.

(d) Change in Representation/Waiver. If, prior to Closing, Seller is aware of any material changes in Seller's representations and warranties contained in this Agreement, Seller shall within three (3) Business Days (and in any event prior to Closing) provide written notice to Purchaser of such change. Upon receipt of written notice of any such change, Purchaser shall have a period of five (5) Business Days thereafter to elect to waive the changes with no adjustment in the Purchase Price or to terminate this Agreement in which case the Earnest Money Deposit shall be disbursed to Purchaser. Failure of Purchaser to elect to timely terminate this Agreement as a result of receipt of written notice of a change shall be deemed a waiver of Purchaser's right to terminate due to such change. Any change in a representation or warranty which is not caused by the act or failure to act of Seller shall not be an event of default hereunder and Purchaser's sole recourse shall be to terminate this Agreement as set forth herein. In the event a change of representation or warranty is caused by the affirmative act or failure to act of Seller, Purchaser shall have the right to assert an event of default by Seller and in such case Purchaser shall have such remedies as contained in Section 12 below.

8. **OPERATION OF PROPERTY AND NOTICE.**

From the Effective Date until the Closing Date, Seller agrees to and represents that it will:

(a) Maintain the Property in the ordinary course of business and consistent with past practice (it being understood and acknowledged that Seller ceased business activities from the Property on or about March of 2020), ordinary wear and tear excepted, subject to this Agreement. For the avoidance of doubt, except to the extent caused by Seller's gross negligence or intentional misconduct, Seller shall have no obligation to make any repairs or replacements to the Property from and after the Effective Date.

(b) Not cause or knowingly permit any action to be taken which will cause any of the foregoing representations or warranties to be untrue at Closing.

(c) Advise Purchaser in writing of any matter of which Seller receives notice which may cause any of the foregoing representations or warranties to be materially untrue at Closing, including, but not limited all written notices received by Seller from any governmental authority, including notices alleging violation of any law, statute, ordinance, regulation or order of any governmental or public authority relating to the Property within three (3) Business Days following Seller's receipt thereof.

(d) Not amend any existing contract or agreement, including any Assumed Agreement or Service Contract, or enter into any new contract or agreement with respect to the Property, including, without limitation, any contract or agreement relating to the leasing, use, occupancy, brokerage, ownership and/or operation of the Property that will survive the Closing (including, without limitation, any lease, license or occupancy agreement), or that would otherwise affect the use, operation or enjoyment of the Property after Closing, without the prior written consent of Purchaser. Any Service Contract designated by Purchaser by written notice to Seller not less than thirty (30) days prior to Closing shall be terminated by Seller by written notice at or prior to the Closing Date at Seller's sole cost and expense.

9. **CLOSING.**

The closing of the sale of the Property (the "**Closing**") shall take place through the office of the Escrow Agent thirty (30) days following the Due Diligence Expiration Date, time being of the essence, unless otherwise agreed to by the Parties (the actual date of Closing, being the "**Closing Date**"). For the avoidance of doubt, the Parties do not need to attend the Closing in person and shall have the right to close the transaction contemplated by this Agreement pursuant to the Parties' respective, written Closing escrow instructions.

(a) Seller's Closing Documents. At or prior to Closing, Seller shall execute and deliver to Purchaser (or to Escrow Agent) the following documents:

(i) A Special Warranty Deed to the Property in the form attached hereto as **Exhibit E** (the "**Deed**");

(ii) Non-Foreign Affidavit in the form as required by the Title Company;

(iii) An affidavit in favor of Purchaser and Title Company that all labor and materials in connection with any improvements or construction by Seller at the Property within the period provided by law for the filing of mechanic's liens have been paid in full, that, except as otherwise provided in this Agreement, there are no parties in possession or unrecorded leases, and such other matters that may be reasonably required by the Title Company to effectuate Closing and issuance of the title policy with "gap" coverage (for a period of up to five (5) days following the Closing Date);

(iv) The Assignment Agreement for the Assumed Agreements and, if any, Service Contracts Purchaser is assuming in accordance with this Agreement (the "**Assignment Agreement**") in the form attached hereto as **Exhibit F** and originals or true and complete copies, if originals are not available, to the extent in Seller's possession or control) of those Assumed Agreements and Service Contracts so assigned, duly executed by Seller.

(v) Evidence satisfactory to Purchaser that all Service Contracts which Purchaser has elected not to assume in accordance with the provisions of Section 8(d) hereof have been terminated;

(vi) A bill of sale for any personal property in the form provided by Seller and attached hereto as **Exhibit H**;

(vii) All state, county, and municipal transfer declarations that Seller is required to sign under applicable law;

(viii) One or more closing statements, consistent with this Agreement, in a form reasonably acceptable to Purchaser, Seller and the Title Company (collectively, the "**Closing Statement**"); and

(ix) Any other documents reasonably required in connection with the transactions contemplated by this Agreement, or reasonably required by the Title Company.

(b) Purchaser's Closing Documents. At the Closing, Purchaser shall execute and deliver to Seller (or to Escrow Agent) the following documents:

(i) The Closing Statement; and

(ii) The Assignment Agreement executed in counterpart by Purchaser; and

(iii) Any other documents reasonably required in connection with the transactions contemplated by this Agreement, or reasonably required by the Title Company.

(c) Purchase Price.

(i) Earnest Money Deposit. In the event of Closing, Seller and Purchaser shall direct the Escrow Agent to disburse to Seller, in accordance with the Closing Statement and the terms and conditions of this Agreement, by federally insured wire transfer, the Earnest Money Deposit, plus any applicable interest.

(ii) Balance. Subject to the terms and conditions of this Agreement, at Closing, Purchaser shall transmit to the Escrow Agent, by federally insured wire transfer, the total amount of the Purchase Price (A) less the amount of the Earnest Money Deposit and any applicable interest, and (B) plus or minus (as the case may be) the net amount of payments required to be made by Seller and Purchaser at the Closing pursuant to Section 10 and Section 11 hereof, and in accordance with the Parties' respective closing instructions to the Escrow Agent.

(d) Further Assurances. Seller and Purchaser shall, at the Closing, and from time to time thereafter upon written request, execute such additional documents as are reasonably necessary in order to accomplish the transactions contemplated under this Agreement, provided that such documents are consistent with the terms of this Agreement, and do not increase Seller's or Purchaser's respective obligations hereunder or subject Seller or Purchaser to additional liability not otherwise contemplated by this Agreement.

(e) Possession. Seller shall deliver to Purchaser at Closing complete possession of the Property, vacant and free of occupants or any right of possession (or claim to right of possession) and personal property, except for any tenants or licensees under the Assumed Agreements [and Personal Property listed in Bill of Sale attached hereto as **Exhibit H**] and in broom clean condition (collectively, the "**Delivery Condition**").

(f) Purchaser agrees that, except for the representations, warranties and covenants of Seller contained in this Agreement and in the conveyance documents (collectively, the "**Seller Undertakings**"), Purchaser is purchasing the Property in "AS IS," "WHERE IS," "WITH ALL FAULTS" condition, and without any other warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from, or on behalf of, Seller, specifically (without limiting the generality of the foregoing), without any warranty of (i) the value or utility of the Property, (ii) the presence or absence of any utilities or access to utilities at the Property, (iii) the presence or absence of any hazardous substances or environmental, health or safety matter, condition or violation affecting, in, under or on the Property, (iv) compliance of the Property with any applicable laws, regulations or other governmental requirements, (v) title matters, or (iv) the Property's suitability for any particular purpose or merchantability. Subject to, and without limitation of, the Seller Undertakings, Purchaser hereby acknowledges that it has been, or will have been, given, prior to Closing, a full, complete and adequate opportunity to make such legal, factual and other determinations, analyses, inquiries and investigations as Purchaser deems necessary or appropriate in connection with the acquisition of the Property. Subject to, and without limitation of, the Seller Undertakings, Purchaser is relying upon its own independent examination of the Property and all matters relating thereto and not upon any statements of Seller or of any officer, director, employee, agent or attorney of Seller or of its affiliates with respect to acquiring the Property.

Upon conveyance of title to the Property at Closing, subject to the Seller Undertakings, Purchaser shall otherwise be deemed to have accepted the Property "AS IS," "WHERE IS," "WITH ALL FAULTS" and, subject to (and without limitation of) the Seller Undertakings, Purchaser shall release, discharge, and waive (and shall be deemed to have released, discharged and waived) against Seller and its affiliated companies, and their respective officers, directors, employees, shareholders, agents and representatives, all existing, future, claims, demands, and causes of action, known or unknown, pending or threatened, of every kind and nature, for all existing, future, known, and unknown damages and remedies relating to the physical, environmental, health and safety condition or compliance of the Property and/or arising under any environmental, health or safety law or requirement.

(g) The obligations of Purchaser and Seller under this <u>Section 9</u> shall survive Closing and delivery of the Deed.

10. **<u>PRORATIONS AND ADJUSTMENTS.</u>**

(a) <u>Real Estate Taxes</u>. Seller is a tax-exempt organization in the State of Nebraska and thereby does not pay real estate taxes on the Property. Notwithstanding the foregoing, certain portions of the Property leased pursuant to the Assumed Agreements are subject to real estate taxes. All consolidated real estate taxes which become delinquent in the year in which Closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of the Closing Date, and all the prior years' taxes, interest, and other charges, if any, shall be paid by Seller.

(b) <u>Utilities</u>. Water, electricity, sewer, gas, telephone and other utility charges based, to the extent practicable, on final meter readings and final invoices, shall be prorated at Closing.

(c) <u>Assumed Agreements and Service Contracts</u>. Fees, expenses and deposits with respect to the Assumed Agreements and Service Contracts shall be prorated at Closing.

(d) <u>Assessments</u>. All assessments, general or special, shall be prorated as of the Closing Date, with Seller being responsible for any installments of assessments that are due and payable prior to the Closing Date and Purchaser being responsible for any installments of assessments that are due and payable on or after the Closing Date, provided, however, that Seller will pay in full the balance of any special assessments, levied or pending, related to the periods prior to the Closing Date.

(e) <u>Other</u>. Any other expenses of the Property shall be prorated at Closing in accordance with local custom.

(f) <u>Estimates</u>. The amount of payments by Seller or Purchaser under this <u>Section 10</u> may be based on estimates of applicable amounts. If any payments by Seller or Purchaser at the Closing under this <u>Section 10</u> are based on estimates, then, when the actual amounts are finally determined, Seller and Purchaser shall recalculate the amounts that would have been paid at the Closing based on such actual amounts, and Seller or Purchaser, as the case may be, shall make an appropriate payment to the other based on such recalculation.

(g) Prorations. For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and therefore entitled to the income therefrom and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations under this Section 10 for a particular period shall be on a per diem basis assuming an equal amount is payable on each day during such period.

(h) Survival. The amount of such prorations shall be adjusted in cash after Closing, as and when complete and accurate information becomes available. Seller and Purchaser agree to cooperate and use their good faith and diligent efforts to make such adjustments no later than thirty (30) days after the Closing Date, or as soon as is reasonably practicable if and to the extent that the required final proration information is not available within such thirty (30) day period. Items of income and expense for the period prior to the Closing Date will be for the account of Seller and items of income and expense for the period on and after the Closing Date will be for the account of Purchaser, all as determined by the accrual method of accounting. Bills received after Closing that relate to expenses incurred, services performed or other amounts allocable to the period prior to the Closing Date shall be paid by Seller. To the extent applicable, the provisions of this Section 10 shall survive Closing for a period of two (2) months.

11. **CLOSING COSTS.**

(a) Seller. Seller shall be responsible for the payment of (i) all transfer taxes and documentary stamp taxes (other than documentary stamp taxes and intangible taxes in connection with any loan and security instrument to be recorded in connection with any loan to purchase the Property), (ii) one-half of any escrow fee charged by Escrow Agent, (iii) the fees and costs of Seller's counsel representing it in connection with this transaction, (iv) one-half of the costs to obtain the Title Policy (standard coverage only), and (iv) all other costs customarily incurred by sellers of real estate in Douglas County, Nebraska.

(b) Purchaser. Purchaser shall be responsible for the payment of (i) all the costs associated with Purchaser's due diligence and Investigations, including any environmental audit, inspection, or Phase II prepared at Purchaser's request, (ii) one-half of any escrow fee charged by Escrow Agent, (iii) the fees and costs of Purchaser's counsel representing it in connection with this transaction, (v) recording fees, (vi) documentary stamp taxes and intangible taxes in connection with any loan and security instrument to be recorded in connection with any loan to purchase the Property, (vii) one-half of the costs to obtain the Title Policy, and all costs to obtain any extended coverage of the Title Policy, endorsements, and/or title insurance costs of Purchaser's lender, if any, and (viii) all other costs customarily incurred by purchasers of real estate in Douglas County, Nebraska.

(c) Survival. To the extent applicable, the provisions of this Section 11 shall survive Closing.

12. **REMEDIES.**

(a) Purchaser Default. If Purchaser defaults in its obligations to close the purchase of the Property in violation of the terms and conditions of this Agreement, then Seller shall have the right, as its sole and exclusive remedy for such failure, to terminate this Agreement by delivering written notice thereof to Purchaser, in which event the Earnest Money Deposit (together with all interest thereon) shall be paid to Seller as fixed and liquidated damages. SELLER AND PURCHASER AGREE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF A PURCHASER DEFAULT IN ITS OBLIGATIONS TO CLOSE THE PURCHASE OF THE PROPERTY ARE UNCERTAIN AND DIFFICULT TO ASCERTAIN, AND THAT THE EARNEST MONEY DEPOSIT (TOGETHER WITH ALL INTEREST THEREON) IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES.

(b) Seller Default. Subject to the terms of Section 7(d) above, if any of Seller's representations and warranties contained herein are not true and correct on the Effective Date and continuing thereafter through and including the Closing Date, or if Seller fails to perform any of its material obligations under this Agreement within the time for performance as specified herein (including Seller's obligation to close), then Purchaser shall have the right to either: (i) terminate this Agreement by delivering written notice thereof to Seller and receiving the Earnest Money Deposit back in full, or (ii) specifically enforce the terms of this Agreement and Seller's obligations hereunder.

(c) Collection Costs. If any legal action or other similar proceeding is commenced to enforce or interpret any provision of this Agreement, then to the extent permitted by law the Prevailing Party shall be entitled to an award of its attorneys' fees and expenses. The phrase "**Prevailing Party**" shall include a Party who receives substantially the relief desired whether by dismissal, summary judgment, judgment or otherwise.

(d) Survival. The provisions of this Section 12 shall survive the Closing and/or any termination of this Agreement.

13. **CONDITIONS PRECEDENT TO CLOSING.**

(a) Conditions Precedent to Obligation of Purchaser. The obligation of Purchaser to consummate the transaction hereunder shall be subject to the fulfillment on or before the Closing Date of all of the following conditions (collectively with any other conditions set forth in this Agreement, the "**Conditions Precedent**"), any or all of which may be waived by Purchaser in its sole discretion:

(i) Delivery. Seller shall have delivered to Purchaser or the Escrow Agent all of the items required to be delivered to Purchaser pursuant to the terms of this Agreement, including, but not limited to, those provided for in Section 9 hereof;

(ii) Representations and Warranties. All of the representations and warranties of Seller contained in this Agreement and any exhibit hereto shall be true and correct in all material respects as of the Closing Date;

(iii) Performance. Seller shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Seller as of the Closing Date;

(iv) Condition of Property. Subject to the provisions of Section 14 hereof, the Property shall be in substantially the same condition as at the expiration of the Due Diligence Period, reasonable use and wear excepted;

(b) Conditions Precedent to Obligations of Seller. The obligation of Seller to consummate the transaction hereunder shall be subject to the fulfillment on or before the Closing Date of all of the following conditions, any or all of which may be waived by Seller in its sole discretion:

(i) Purchase Price. Purchaser shall have delivered to the Escrow Agent for disbursement, in accordance with the Closing Statement, the Purchase Price;

(ii) Delivery. Purchaser shall have delivered to Seller all of the items required to be delivered to Seller pursuant to the terms of this Agreement, including, but not limited to, those provided for in Section 9 hereof;

(iii) Representations and Warranties. All of the representations and warranties of Purchaser contained in this Agreement and any exhibit hereto shall be true and correct in all material respects as of the Closing Date; and

(iv) Performance. Purchaser shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Purchaser as of the Closing Date.

(c) Right to Terminate. If any of the foregoing Conditions Precedent have not been satisfied by the Closing Date, the Party in whose favor the condition runs shall have the right so long as such Party is not itself in default or fails to perform to terminate this Agreement by written notice given to the other Party, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be disbursed to Purchaser, further provided however, that if any of the foregoing conditions precedent has not been satisfied due to a default or failure to perform by Purchaser or Seller under this Agreement, then the foregoing shall not apply and Purchaser's and Seller's respective rights, remedies and obligations shall be determined in accordance with Section 12.

14. **CONDEMNATION AND CASUALTY.**

If, beginning on the Effective Date and prior to Closing, any portion of the Property is damaged or destroyed, or a condemnation proceeding is commenced against the Property ("**Casualty or Condemnation**"), and the cost to repair or restore such Casualty or Condemnation is reasonably calculated to exceed **$100,000**, then Purchaser shall have the right to terminate this Agreement by delivering written notice thereof to Seller within five (5) Business Days following Purchaser's actual notice of such Casualty or Condemnation but in any case prior to Closing. In such event, the Earnest Money Deposit shall be returned to Purchaser and the Parties shall be released from all obligations under this Agreement except those which expressly survive termination of this Agreement. If Purchaser fails to (or elects not to) terminate this Agreement pursuant to this Section 14, or if the Casualty or Condemnation does not trigger a termination right in favor of Purchaser then at the Closing, (i) Seller shall pay to Purchaser all insurance proceeds and condemnation awards actually paid to Seller in connection with such Casualty or Condemnation, and (ii) Seller shall assign to Purchaser all of Seller's right, title and interest in any insurance proceeds or condemnation awards to be paid to Seller in connection with the Casualty or Condemnation. For the avoidance of doubt, Seller has no obligation to insure the Property other than to the extent undertaken prior to the Effective Date.

15. **GENERAL PROVISIONS.**

(a) Entire Agreement. This Agreement and exhibits hereto constitute the entire agreement of Seller and Purchaser with respect to sale of the Property and supersede all prior or contemporaneous written or oral agreements, whether express or implied.

(b) Amendments. This Agreement may be amended only by a written agreement executed and delivered by Seller and Purchaser.

(c) Waivers. No waiver of any provision or condition of, or default under, this Agreement by any Party shall be valid unless in writing signed by such Party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

(d) Time and Computation of Time. Time is of the essence of this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which the period of time runs shall be excluded, and the last day of such period shall be included, unless it is not a Business Day, in which case it shall run to the next day which is a Business Day. All times of the day set forth herein shall be local time at the Land. In computing periods of time, the Effective Date shall not be counted. A "**Business Day**" shall mean any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required to close under the laws of the State of Nebraska.

(e) Unenforceability. In the event that any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision has not been included herein, as the case may be.

(f) Successors and Assigns. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Purchaser and Seller, and their respective legal representatives, successors and permitted assigns. Purchaser shall not have the right to assign this Agreement without the prior written consent of Seller, except (a) to any affiliate or subsidiary of Purchaser or Purchaser's principals; or (b) to any third party intermediary in connection with a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code (a "**1031 Exchange**"); provided however that in any such case Purchaser remains jointly and severally responsible to Seller for Purchaser's obligations under this Agreement through Closing. Any other proposed assignment of this Agreement by Purchaser shall require Seller's prior written consent and any violation of the foregoing shall be voidable, at Seller's election. In the event Purchaser elects to assign this Agreement in connection with a 1031 Exchange, Seller shall reasonably cooperate with Purchaser (without incurring any additional liability or any additional third-party expenses) in connection with such election and the consummation of the 1031 Exchange, including without limitation, by executing an acknowledgment of the assigning party's assignment of this Agreement to the applicable intermediary.

(g) Notices. Any notices or other communications permitted or required to be given hereunder shall be in writing and addressed to the respective Party as set forth in this subsection (g). Such notices and communications shall be delivered (a) personally, in which event such notice shall be deemed delivered upon delivery, or (b) by overnight courier service, in which event such notice shall be deemed delivered one (1) day after deposit with such overnight courier service, or (c) by email, in which case such notice shall be deemed delivered on the date sent.

To Seller:	Omaha Public Power District Attn: Jacob D. Farrell 1919 Aksarben Drive Omaha, Nebraska 68106 Phone: (531) 226-3649 Email: jfarrell@oppd.com
With copy to:	Koley Jessen PC, LLO Attn: Troy F. Meyerson 1125 S. 103rd Street, Suite 800 Omaha, Nebraska 68124 Phone: (402) 343-3836 Email: troy.meyerson@koleyjessen.com
And with a copy to:	Fraser Stryker PC, LLO Attn: Stephen M. Bruckner 500 Energy Plaza 409 S. 17th Street Omaha, Nebraska 68102 Phone: (402) 978-5225 Email: sbruckner@fraserstryker.com
To Purchaser:	____________________ Attn: ________________ ____________________ ____________________ Phone: _______________ Email: _______________
With a copy to:	____________________ Attn: ________________ ____________________ ____________________ Phone: _______________ Email: _______________

(h) Governing Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Nebraska.

(i) Counterparts. This Agreement may be executed in one or more counterparts, any or all of which may contain the signatures of less than all of the Parties, and all of which shall be construed together as a single instrument. The Parties executing this Agreement may sign separate signature pages and it shall not be necessary for all Parties to sign all signature pages, but rather the signature pages may be combined.

(j) Emailed Signatures. In order to expedite the transaction contemplated herein, electronic signatures may be used in place of original signatures on this Agreement. Seller and Purchaser intend to be bound by the signatures on an emailed document (including digital signatures such as DocuSign) and are aware that the other party will rely on emailed signatures and hereby waive any defenses to the enforcement of the terms of this Agreement based upon the form of signature.

(k) Construction. Seller and Purchaser agree that each and its counsel have reviewed and approved this Agreement, and that any rules of construction which provide that ambiguities be resolved against the drafting Party shall not be used in the interpretation of this Agreement or any amendments or exhibits hereto. The words "include", "including", "includes and any other derivation of "include" means "including, but not limited to" unless specifically set forth to the contrary. As used in this Agreement, the neuter shall include the feminine and masculine, the singular shall include the plural and the plural shall include the singular, as the context may require. Headings of sections herein are for convenience of reference only, and shall not be construed as a part of this Agreement. Except to the extent expressly provided otherwise in this Agreement, references to "sections" or "subsections" in this Agreement shall refer to sections and subsections of this Agreement, and references to "exhibits" and "schedules" in this Agreement shall mean exhibits and schedules attached to this Agreement. The submission of drafts of this Agreement or comments or revisions thereto, shall not constitute an offer, counteroffer or acceptance; and no party shall be bound hereby or entitled to rely hereon, unless and until this Agreement has been executed and delivered by Seller and Purchaser.

(l) Waiver. Neither the failure of either Party to exercise any power given such Party hereunder or to insist upon strict compliance by the other Party with its obligation hereunder, nor any custom or practice of the Parties at the variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

(m) Broker; Commissions. Seller represents to Purchaser that it has not engaged or dealt with any broker or finder in connection with the sale of the Property other than Tim Kerrigan and Ryan Kuehl of Investors Realty, Inc. ("**Seller's Broker**"). Purchaser represents to Seller that it has not engaged or dealt with any broker or finder in connection with the sale of the Property other than [__________________] ("**Purchaser's Broker**"). Seller shall pay a fee to Seller's Broker pursuant to a separate agreement. Seller is not paying a commission to Purchaser's Broker, if any. Seller and Purchaser shall indemnify, hold harmless and defend the other, its affiliates, and its and their officers, directors, affiliates, agents and employees, against and from all claims, demands, causes of action, judgments, and liabilities (including, without limitation, reasonable attorneys' fees and costs) (collectively, "**Losses**") which arise from a breach of such Parties' respective representations set forth in this Section 16(m). The provisions of this Section 16(m) shall survive and be enforceable following the Closing or termination of this Agreement.

(n) Damages. Notwithstanding anything in this Agreement to the contrary, in no event shall Purchaser or Seller be liable for any indirect, punitive, consequential or special damages arising out of this Agreement or the transactions contemplated herein.

(SIGNATURE PAGES FOLLOW)

EXHIBIT A

THE LAND

All of Block 146, Original City of Omaha (consisting of Lots 1 thru 8 inclusive and vacated alley, together with the vacated portions of Harney Street, 16th Street and 17th Street), as surveyed, platted and recorded in Douglas County, Nebraska.

***Subject to confirmation by Title Commitment**

<u>EXHIBIT B</u>

ASSUMED AGREEMENTS

Office Lease with Fraser Stryker, PC, LLO

Energy Plaza Parking Garage Agreement with Omaha Performing Arts Society

Energy Plaza Parking Garage License with Douglas County, Nebraska

Orpheum Theater Skylink Agreement with Omaha Performing Arts Society

EXHIBIT C

SERVICE CONTRACTS

[TBD; security, janitorial services, etc.]

EXHIBIT D

TITLE COMMITMENT

See attached.

EXHIBIT E

FORM OF SPECIAL WARRANTY DEED

See attached.

SPECIAL WARRANTY DEED

STATE OF NEBRASKA

COUNTY OF DOUGLAS

THIS SPECIAL WARRANTY DEED, is made as of __________________, 2025, by and between **Omaha Public Power District**, a Nebraska public corporation and political subdivision of the State of Nebraska ("**Grantor**"), and ______________________, ("**Grantee**").

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other valuable consideration to the Grantor in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, warrant, convey and confirm unto the Grantee, its successors and assigns, all that certain land situated in Douglas County, Nebraska, to wit:

All of Block 146, Original City of Omaha (consisting of Lots 1 thru 8 inclusive and vacated alley, together with the vacated portions of Harney Street, Howard Street, 16th Street and 17th Street), as surveyed, platted and recorded in Douglas County, Nebraska.

Tax Parcel ID Number: ______________________________

Address of Property: 444 South 16th Street, Omaha, Nebraska 68101; 409 South 17th Street, Omaha, Nebraska 68102

Together with all and singular the improvements, easements, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the above-described premises.

TO HAVE AND TO HOLD the said premises in fee simple forever.

SUBJECT ONLY TO matters of record validly applicable to the Property as of the date hereof and matters that would be disclosed by an accurate survey of the Property as of the date hereof.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no other.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Omaha Public Power District, a Nebraska public corporation and political subdivision of the State of Nebraska

By: ______________________________

Name: ______________________________

Its: ______________________________

STATE OF NEBRASKA

COUNTY OF DOUGLAS

I, ____________________, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______________________, ________________ of ______________________, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the same instrument as his own free and voluntary act and as the free and voluntary act of said _________________ for the uses and purposes therein set forth.

Given under my hand and notarial seal this _______ day of ______________, 2025.

____

Notary Public

My Commission expires: ____________________

(NOTARY SEAL)

This Instrument Prepared By:

After Recording Mail Deed to:

Send Future Tax Bills to:

<u>EXHIBIT F</u>

ASSIGNMENT AGREEMENT

See attached.

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "**Assignment**") is made and entered into this ____ day of _____________, 2025 (the "**Effective Date**"), by and between **Omaha Public Power District**, a Nebraska public corporation and political subdivision of the State of Nebraska ("**Assignor**"), and ____________________________ ("**Assignee**").

R E C I T A L S:

WHEREAS, Assignor and __________________________ entered into that certain Purchase and Sale Agreement dated as of ____________________, 2025 (as may have been amended from time to time, the "**Agreement**"), for the purchase and sale of certain Property (defined therein) located in Omaha, Douglas County, Nebraska; and

WHEREAS, in connection with the consummation of the transaction contemplated under the Agreement, Assignor and Assignee desire to execute this Assignment.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Defined Terms; Recitals**. Unless otherwise expressly defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Agreement. The foregoing recitals are hereby incorporated in the body of this Assignment as if fully rewritten and restated herein.

2. **Contracts**. Assignor hereby sells, transfers and assigns to Assignee all of Assignor's right, title and interest (if any) in and to all those contracts set forth on Schedule 1 hereto (the "Contracts") subject to the terms and limitations of the Agreement. Assignee hereby assumes all obligations of Assignor under the Contracts arising on or after the Effective Date. Assignee hereby agrees to indemnify and hold harmless Assignor from and against any and all losses, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) resulting by reason of Assignee's failure to perform any of the obligations assumed by Assignee with respect to the Contracts.

3. **Counterparts**. This Assignment may be executed in one or more identical counterparts, all of which, when taken together shall constitute one and the same instrument.

4. **Governing Law**. This Assignment shall be governed by and construed in accordance with the laws of the State of Nebraska.

5. **Partial Invalidity**. The provisions hereof shall be deemed independent and severable, and the invalidity or enforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

Omaha Public Power District., a Nebraska public corporation and political subdivision of the State of Nebraska

By: ______________________________________

Name: ____________________________________

Its: ______________________________________

ASSIGNEE:

____

By: ______________________________________

Name: ____________________________________

Its: ______________________________________

EXHIBIT G

INSURANCE REQUIREMENTS

At least one (1) Business Day prior to initial entry upon the Property and the undertaking of any Inspection activities at the Property, Purchaser shall furnish Seller with copies of certificates of insurance or other evidence of insurance coverage reasonably acceptable to Seller for each consultant and contractor that will be conducting such activities on the Property. Such coverage shall be substantially equivalent to the following minimum insurance coverage:

- General Liability: $1,000,000 per occurrence; $2,000,000 general aggregate
- Automobile Insurance: $1,000,000 combined single limit
- Workers' Compensation Insurance to meet statutory requirements and Employer's Liability of $1,000,000 each accident, $1,000,000 disease-policy limit, and $1,000,000 disease-each employee

All liability policies maintained by Purchaser shall include Seller as an additional insured entitling recovery under such policies for any loss sustained by them, their agents and employees as a result of the acts or omissions of Purchaser and Purchaser Users. All insurance shall be obtained at no cost to Seller and any deductibles shall be paid by Purchaser or the applicable consultant or contractor. Each policy shall be placed with carriers having an A.M. Best rating of "A-VII" or better and endorsed to make Seller an additional insured (excepting Workers' Compensation), and to provide for waiver of subrogation as to Seller, and to provide that such insurance is primary and non-contributory insurance. If any insurance required by this Exhibit is cancelled or materially modified, Purchaser or the consultant or contractor that is conducting Inspections at the Property, as applicable, shall immediately suspend its Inspection activities at the Property until such insurance is replaced and effective.

EXHIBIT H

FORM BILL OF SALE

[To be provided]