

**CITY OF NORFOLK EDP
ASSISTANCE AGREEMENT**

THIS AGREEMENT, is made and entered into this _____ day of _____, by and between the CITY OF NORFOLK whose principal place of business is located at 309 North 5th Street, Norfolk, Nebraska, 68701, and _____, whose principal place of business is located at _____ (hereinafter referred to as the "Client").

WITNESSETH:

WHEREAS, Client has requested the City of Norfolk investigate the feasibility of obtaining a City of Norfolk Economic Development Program (EDP) Loan in connection with the financing of a project to be undertaken by Client all as more particularly set forth in the City of Norfolk Application for Economic Development Program (EDP) Loan Exhibit "1" which is attached hereto and incorporated herein by this reference as if fully set forth herein, (hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do hereby agree:

1. The CITY OF NORFOLK agrees to work with the Client to investigate the feasibility of obtaining financing through the CITY OF NORFOLK's EDP for the Project. CITY OF NORFOLK will investigate the financial condition of Client and determine whether or not a CITY OF NORFOLK EDP Loan is appropriate. CITY OF NORFOLK will seek to obtain a CITY OF NORFOLK EDP Loan for the Client if the CITY OF NORFOLK determines:

a. All other elements of the Project can be financed and/or paid for through the infusion of equity capital by the Client.

2. If CITY OF NORFOLK determines, in its sole discretion, that the Client is eligible for a CITY OF NORFOLK EDP Loan, CITY OF NORFOLK will advise and consult with the Client in the preparation by the Client of a complete set of loan application documents together with supporting exhibits, for the purpose of making application for a CITY OF NORFOLK EDP Loan (hereinafter referred to as the "Loan Application Package"). The Loan Application Package may be used by the Client in seeking financial assistance or guarantees from the CITY OF NORFOLK, other governmental agencies and/or private lenders.

3. Client hereby acknowledges that the Client is charged with the actual responsibility of preparing the Loan Application Package, and that CITY OF NORFOLK's sole responsibility in connection with the preparation of the Loan Application Package shall be to consult with and advise the Client. The Client further acknowledges that the Client will be required to promptly and accurately supply financial information concerning the Project, the operation of Project, together with the manner, method and terms of financing the Project. Client further specifically acknowledges and agrees that the obtaining of a CITY OF NORFOLK EDP Loan, or any other financing is dependent upon many factors that CITY OF NORFOLK cannot control, including but not limited to economic factors, the decisions of City Council of the CITY OF NORFOLK, and the decisions of other financial institutions; accordingly, CITY OF NORFOLK does not guarantee that the Client will obtain financing for the Project. Client hereby covenants and agrees that CITY OF NORFOLK shall not be responsible, in any manner, or liable to the Client or any other person in the event that the Client is unable to obtain a CITY OF NORFOLK EDP Loan for the Project, or any other type of financing for the Project, whether from the CITY OF NORFOLK, any other governmental or public source, or from any private financing sources. Client also further covenants and agrees that CITY OF NORFOLK shall not be liable for any of the debts or obligations incurred for by the Client. Client further agrees that Client will indemnify and hold harmless CITY OF NORFOLK and pay all costs and

expenses, including attorney's fees, in the event that any claim is made or lawsuit is filed by or against CITY OF NORFOLK arising out of any loan application or loan related to this agreement.

4. In addition to the fees set forth in paragraph 3 above, the Client hereby specifically covenants and agrees to pay all related closing transactions costs, including, but not limited to, all costs of title insurance, abstracting, recording fees, survey costs, inspections, and environmental assessments.

5. Client acknowledges receipt of a copy of the Memorandum which is attached hereto as Exhibit "A" and incorporated herein by this reference as if fully set forth, said Memorandum setting forth an approximation of the Net Loan Proceeds which would be received by Client in connection with the \$ _____ EDP loan from CITY OF NORFOLK.,

6. Client acknowledges that the CITY OF NORFOLK will require an authorization from client to have loan payments automatically withdrawn from client's bank account electronically on the 1st of each month if the client is successful in obtaining a CITY OF NORFOLK EDP loan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and have affixed hereto their seals (if applicable) this _____ day of _____, 20____.

CITY OF NORFOLK,
A Municipal Corporation

By _____
Finance Officer

CLIENT

Signature: _____

Printed Name: _____

Title (if applicable): _____

Business Entity (if applicable): _____

State of Business Organization (if applicable): _____

INDEMNIFICATION AGREEMENT

THIS AGREEMENT made and entered into on _____, 20__ between the CITY OF NORFOLK (Indemnitee) its successors and assigns and _____, (Indemnitor). In consideration of the loan made by CITY OF NORFOLK for \$_____ to Indemnitor , Indemnitor does hereby agree that:

During the useful life of the project, which is _____ years from the above date, it will indemnify and hold harmless the Indemnitee from any liabilities, losses, damages, suits, judgments, counsel fees, and costs arising out of cleanup activities under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601-9675 (CERCLA); the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 2601-2671, or related hazardous substances laws, including, but not limited to groundwater, surface, soil or other conditions caused directly or indirectly by Indemnitor or any of its predecessors on the property described in Attachment A hereto.

INDEMNITEE:

CITY OF NORFOLK

Mayor

Date

INDEMNITOR:

By:

Printed/typed name

Title

Date

EXHIBIT "A"
MEMORANDUM

TO: _____

FROM: CITY OF NORFOLK

RE: CITY OF NORFOLK EDP

DATE: _____

The following is an approximation of the expenses of the loan to be established, together with the costs and fees of the CITY OF NORFOLK. THIS IS AN APPROXIMATION ONLY AND IS NOT INTENDED TO BE, NOR DOESN'T PURPORT TO BE, A FULL AND COMPLETE DISCLOSURE OF ALL FEES, COSTS AND EXPENSES THAT WILL BE INCURRED IN CONNECTION WITH THE PROCESSING OF A CITY OF NORFOLK EDP LOAN THROUGH THE CITY OF NORFOLK.

II. PRICING FOR CITY OF NORFOLK EDP LOAN

| | | |
|----------------------------------|----|----|
| A) Loan Amount | | \$ |
| B) Estimated Costs | | |
| a) Title insurance | \$ | |
| b) Abstracting | \$ | |
| c) Environmental Assessment | \$ | |
| d) Filing fees | \$ | |
| e) Survey | \$ | |
| f) Insurance | \$ | |
| g) Taxes | \$ | |
| h) Assessments | \$ | |
| i) Appraisal | \$ | |
| j) Inspections | \$ | |
| k) Other | \$ | |
| Total Estimated Costs | | \$ |
| C) Net Loan proceeds (A minus B) | | \$ |

Prepared By _____

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

| | |
|-------------------|--------------------------------|
| PRINT NAME | <hr/> (first, middle, last) |
| SIGNATURE | <hr/> |
| DATE | <hr/> |

**Individual Credit History Search Authorization
(Not applicable to corporations or LLCs)**

By signing this agreement, I hereby give full authorization to CITY OF NORFOLK, to perform a credit history search on my past and current credit history. Also, I hereby give full authorization to CITY OF NORFOLK to utilize the information that I have supplied on this form for the purpose of performing a credit history search.

Applicants Full Name: _____

Date: _____

dba: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

FAX: _____

E-mail: _____

Social Security #: _____

Fed I.D. #: _____

Date of Birth: _____

Employment: _____

(Include address) _____

Applicant Signature: _____ Date: _____