

**CONSENT AND AGREEMENT FOR  
ASSIGNMENT OF REDEVELOPMENT CONTRACT**

THIS CONSENT AND AGREEMENT FOR ASSIGNMENT OF REDEVELOPMENT CONTRACT ("Consent & Agreement") is made and entered into as of the 1st day of February, 2023 (the "Effective Date"), by and between the **Orthman Real Estate Holdings, L.L.C.**, a Nebraska limited liability company ("Orthman"), and the **Community Development Agency of Lexington, Nebraska** (the "Agency").

**RECITALS**

- A. Orthman and the Agency entered into that certain redevelopment contract dated June 11, 2014 (the "Redevelopment Contract").
- B. The Redevelopment Contract sets forth certain rights and obligations of Orthman and the Agency with respect to a redevelopment project undertaken by Orthman in the City of Lexington, Nebraska (the "City").
- C. Contemporaneously herewith, Orthman is conveying the real property on which the redevelopment project is located (the "Premises") to Unverferth Manufacturing Co. Inc., an Ohio corporation ("UMCI").
- D. In conjunction with such conveyance, Orthman and UMCI wish to enter into an assignment and assumption of the Redevelopment Contract, from Orthman to UMCI.
- E. The Agency wishes to consent to the foregoing assignment of the Redevelopment Contract, in accordance with the terms of this Consent & Agreement.
- F. Following such assignment, the bank loan for which the Bond is currently pledged towards as collateral will be paid off, all security interests, collateral assignments, encumbrances and liens will be released and Orthman shall retain the Bond and all entitlements related thereto.
- G. Following such assignment, the Agency further wishes to waive certain provisions of the Redevelopment Contract, in accordance with the terms of this Consent & Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the recitals above which are incorporated below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals; Definitions. The above recitals are true and correct, and are incorporated herein as if set forth, in full, below. Any capitalized term not defined herein shall have the meaning ascribed to such term in the Redevelopment Contract, except as the context otherwise requires.

2. Consent to Conveyance and Assignment. The Agency acknowledges Orthman's conveyance of the Premises to UMCI and consents to the assignment of the Redevelopment Contract to UMCI in conjunction therewith according to the terms and conditions of the assignment agreement between Orthman and UMCI, and agrees that neither of the foregoing constitute a breach of the Redevelopment Contract.

3. Disposition of Bond; TIF Revenues. Pursuant to the terms of the agreement between Orthman and UMCI assigning the Redevelopment Contract, Orthman will retain ownership of the Bond, and all rights, title and interests related thereto under the Redevelopment Contract. In accordance therewith, following the conveyance of the Premises, and the Agency's receipt of confirmation from CIT Bank, as the lender on the loan for which the Bond is currently pledged as collateral, that such loan has been paid in full and the Bond released as collateral thereon, the Agency acknowledges and agrees that Orthman shall be the sole owner and holder of the Bond; and unless otherwise directed by Orthman in writing, all TIF Revenues remitted as debt service on the Bond shall be paid directly to Orthman, for the remainder of the TIF Period.

4. Waiver of Redevelopment Contract Provisions by Agency. Following the assignment of the Redevelopment Contract from Orthman to UMCI, the Agency confirms and agrees as follows:

- a. The Deficiency Payment set forth in the Redevelopment Contract, and Orthman's obligations related thereto, were incorporated to protect, and secure payment to, Orthman's lender(s) holding a collateral interest in the Bond. As set forth in Section 3, above, no such lender(s) or interests will exist following assignment of the Redevelopment Contract, and therefore, the Agency agrees that Orthman and UMCI shall have no further obligations with respect to any Deficiency Payment under the Redevelopment Contract, and waives any and all claims related to such terms and provisions for the remainder of the TIF Period.
- b. Provided UMCI continues to maintain commercially reasonable forms of insurance insuring the Premises against property damage and general liability, then Orthman nor UMCI shall be considered in violation of the provisions of Section 4.06(5) and/or Exhibit D of the Redevelopment Contract, even if such insurance does not meet the exact specifications provided therein, and the Agency waives any and all claims related to such terms and provisions for the remainder of the TIF Period.

5. Indemnification of Agency. Orthman shall indemnify and hold harmless the Agency from any claims or liabilities arising from the conveyance of the Redevelopment Contract and/or conveyance of the Premises, as between Orthman and UMCI, except for such obligations of Agency set forth in this Consent & Agreement, the Bond, and/or the Redevelopment Contract.

6. Compliance of Orthman. To the best of the Agency's actual knowledge, Orthman has performed all its obligations required under the Redevelopment Contract and is not in breach of or default under the terms of the Redevelopment Contract, as of the Effective Date. Additionally, Orthman has complied with all terms of the Redevelopment Contract with respect to the conveyance of the Premises, and assignment of the Redevelopment Contract, to UMCI.

7. Effect. Except as otherwise provided in this Consent & Agreement, all other terms and conditions of the Redevelopment Contract shall remain the same and in full force and effect.

8. Counterparts. This Consent & Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

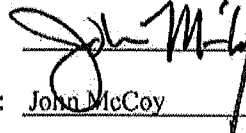
9. Intended Third-party Beneficiary. Agency and Orthman acknowledge this Consent & Agreement is entered into for the benefit of UMCI and that UMCI is an intended third party beneficiary of this Consent & Agreement.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have caused this Consent & Agreement to be executed as of the Effective Date.

**ORTHMAN:**

**Orthman Real Estate Holdings, L.L.C., a  
Nebraska limited liability company**

By:   
Name: John McCoy  
Title: Manager

**THE AGENCY:**

**The Community Development Agency of  
Lexington, Nebraska**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**ACKNOWLEDGMENT AND CONSENT OF UMCI**

The undersigned hereby acknowledges and consents to the terms of the foregoing Consent & Agreement, as of the Effective Date.

**UMCI:**

**Unverferth Manufacturing Co. Inc.**, an Ohio corporation

By: *Lawrence G. Unverferth*

Name: Lawrence G. Unverferth

Title: President

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## ASSIGNMENT AND ASSUMPTION OF TIF BOND

This Assignment and Assumption of TIF Bond (“Assignment”) is dated effective as of the 1st day of February, 2023 (the “Effective Date”), by and between Orthman Manufacturing Inc., a Nebraska corporation (“Assignor”) and Orthman Real Estate Holdings, L.L.C., a Nebraska limited liability company (“Assignee”).

### RECITALS

- A. Assignor is the holder of that certain Community Development Revenue Bond of the Community Development Agency of Lexington, Nebraska (Orthman Manufacturing Project) Series 2014 A, dated August 18, 2014 (the “TIF Bond”), issued pursuant to the Redevelopment Contract between the Community Development Agency of Lexington, Nebraska (the “CDA”), and Assignor, dated June 11, 2014 (the "Redevelopment Contract").
- B. Assignor desires to assign, transfer, and convey to Assignee, and Assignee desires to assume from Assignor, the TIF Bond.

### AGREEMENT

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

- 1. Assignor does hereby assign, convey, and transfer all of Assignor’s right, title and interest in and to the TIF Bond to Assignee.
- 2. Assignee hereby agrees to assume the TIF Bond from Assignor and to perform all obligations required by the owner of the TIF Bond as of the Effective Date.
- 3. Assignor agrees that, as of the Effective Date, Assignor is not entitled to any rights under the TIF Bond, by virtue of the Redevelopment Contract or otherwise.
- 4. All future payments of TIF Revenues (as defined in the Redevelopment Contract) from the CDA towards the TIF Bond shall be made to Assignee.
- 5. The effectiveness of this Assignment is contingent upon execution of the CDA’s acknowledgment, below, and such acknowledgment shall constitute the CDA’s consent to this Assignment, pursuant to the terms herein. Upon effectiveness of this Assignment, Assignee shall be permitted to notate the same on the reverse of the TIF Bond, via incorporating Assignee’s name as the registered holder of the TIF Bond as of the Effective Date.
- 6. The parties shall take all additional actions necessary to effectuate and/or validate this Assignment.
- 7. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

Orthman Manufacturing Inc., a Nebraska corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

Orthman Real Estate Holdings, L.L.C.,  
a Nebraska limited liability company

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

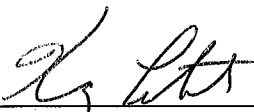
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENT AND CONSENT**

**CDA:**

Community Development Agency  
of Lexington, Nebraska

By: 

Name: Kory Cetak

Title: Chairman