

**RESOLUTION AUTHORIZING THE SARPY COUNTY LEASING CORPORATION
TO ADOPT THE TAX EXEMPT BOND COMPLIANCE POLICY**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SARPY
COUNTY LEASING CORPORATION, AS FOLLOWS:**

1. The Sarpy County Leasing Corporation (the "Corporation") is a nonprofit corporation duly organized and existing under the Nebraska nonprofit corporation Act for the purpose of acquiring property of any kind and nature, usable or useful to the County of Sarpy, Nebraska in performing its governmental functions and leasing the same to the County of Sarpy.
2. The Corporation had previously acted to issue not to exceed \$26,000,000 aggregate principal amount of lease rental revenue bonds in one or more series for the purpose of providing funds to pay the costs of a project for the County of Sarpy, Nebraska; and authorizing other acts in connection with the issuance of such bonds.
3. The Board of Directors of the Corporation has determined that in addition to and incorporating the Tax Compliance Agreement dated October 15, 2009 among the Corporation, the County of Sarpy, Nebraska and Union Bank and Trust Company, a Tax Exempt Bond Compliance Policy should be adopted by the Corporation.
4. The attached Tax Exempt Bond Compliance Policy as attached hereto, including the above referenced Tax Compliance Agreement and the Exhibits A through K inclusive, are adopted by this Board and shall be policy of the Corporation, and all acts of the Corporation henceforth shall conform to said Tax Exempt Bond Compliance Policy.

Passed and Adopted this 17th day of August, 2010.



President, Sarpy County Leasing Corporation



Secretary

**SARPY COUNTY,
NEBRASKA**

**TAX EXEMPT BOND
COMPLIANCE POLICY**

AUGUST 17, 2010

Sarpy County, Nebraska
Tax Exempt Bond Compliance Policy - Table of Contents
August 17, 2010

Tax Compliance Agreement	Tax Compliance Agreement
Supplementary Procedures for Tax Exempt Bonds	Exhibit A
Resolution Authorizing Receipt of Refundable Credit Payment	Exhibit B
Fiscal Administrator Job Description	Exhibit C
Gilmore & Bell Tax Compliance Memorandum	Exhibit D
Ameritas Investment Corp. Closing Certificate	Exhibit E
Bond Counsel Opinion	Exhibit F
County Attorney Opinion	Exhibit G
U.S. Code Title 26, Section 54AA	Exhibit H
U.S. Code Title 26, Section 54A	Exhibit I
Form 8038-G	Exhibit J
Record Retention Requirements	Exhibit K

TAX EXEMPT BOND COMPLIANCE POLICY

TAX COMPLIANCE AGREEMENT

Dated as of October 15, 2009

Among

SARPY COUNTY LEASING CORPORATION,

THE COUNTY OF SARPY, NEBRASKA,

And

UNION BANK AND TRUST COMPANY,
as Trustee

\$9,290,000
LEASE RENTAL REVENUE BONDS
(OMAHA ROYALS STADIUM PROJECT)
SERIES 2009B
(BUILD AMERICA BONDS - DIRECT PAYMENT TO ISSUER)

TAX COMPLIANCE AGREEMENT

TABLE OF CONTENTS

Page

PARTIES AND RECITALS..... 1

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms..... 2

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the Corporation..... 8
Section 2.2. Representations and Covenants of the County..... 9
Section 2.3. Representations and Covenants of the Trustee 13
Section 2.4. Survival of Representations and Covenants..... 13

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General..... 14
Section 3.2. Reasonable Expectations..... 14
Section 3.3. Purpose of Financing 14
Section 3.4. Funds and Accounts 14
Section 3.5. Amount and Use of Bond Proceeds and Other Money 14
Section 3.6. Multipurpose Issue..... 15
Section 3.7. No Refunding..... 15
Section 3.8. [Reserved]..... 15
Section 3.9. Project Completion 15
Section 3.10. Sinking Funds 15
Section 3.11. Reserve, Replacement and Pledged Funds..... 15
Section 3.12. Purpose Investment Yield 16
Section 3.13. Offering Prices and Yield on Bonds 16
Section 3.14. Miscellaneous Arbitrage Matters 16
Section 3.15. Conclusion 16

ARTICLE IV

ARBITRAGE INVESTMENT AND REBATE INSTRUCTIONS

Section 4.1. Temporary Periods/Yield Restriction 16
Section 4.2. Fair Market Value 17
Section 4.3. Certain Gross Proceeds Exempt from the Rebate Requirement..... 19
Section 4.4. Computation and Payment of Arbitrage Rebate 21
Section 4.5. Successor Rebate Analyst 22
Section 4.6. Rebate Report Records..... 22

Section 4.7.	Filing Requirements.....	22
Section 4.8.	Survival after Defeasance	23

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1.	Term of Tax Agreement.....	23
Section 5.2.	Amendments	23
Section 5.3.	Opinion of Bond Counsel	23
Section 5.4.	Reliance.....	23
Section 5.5.	Severability	24
Section 5.6.	Benefit of Agreement.....	24
Section 5.7.	Default; Breach and Enforcement.....	24
Section 5.8.	Record Keeping Responsibilities	24
Section 5.9.	Execution in Counterparts.....	25
Section 5.10.	Governing Law	25
Section 5.11.	Electronic Transactions.....	25
	Signatures	S-1

Exhibit A - Debt Service Schedule and Proof of Bond Yield

Exhibit B - IRS Form 8038-G

Schedule A -- Attachment to Form 8038-G

Exhibit C - Description of Property Comprising the Stadium Project and the Financed Facility

* * *

TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the “**Tax Agreement**”), dated as of October 15, 2009, between **SARPY COUNTY LEASING CORPORATION**, a nonprofit corporation organized and existing under the laws of the State of Nebraska (the “**Corporation**”), **THE COUNTY OF SARPY, NEBRASKA**, a county and a political subdivision organized and existing under the laws of the State of Nebraska (the “**County**”) and **UNION BANK AND TRUST COMPANY**, a state banking corporation trust duly organized and existing under the laws of the Nebraska, as Trustee (the “**Trustee**”);

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the Corporation of \$9,290,000 principal amount of Lease Rental Revenue Bonds (Omaha Royals Stadium Project), Series 2009B (Build America Bonds – Direct Payment to Issuer) (the “**Bonds**”), under a Bond Trust Indenture dated the date of this Tax Agreement (the “**Indenture**”) between the Corporation and the Trustee, for the purposes described in this Tax Agreement, in the Indenture and in the Public Payment Lease Agreement dated as of this Tax Agreement between the Corporation and the County (the “**Public Payment Lease**”) and the Private Payment Lease Agreement dated as of this Tax Agreement between the Corporation and the County (the “**Private Payment Lease**” and with the Public Payment Lease, the “**Lease**”).

2. The Internal Revenue Code of 1986, as amended (the “**Code**”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “**Regulations**”), impose certain limitations on the uses and Investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excludable from gross income for federal income tax purposes under Code §103 (a “**Tax-Exempt Obligation**”).

3. In lieu of issuing the Bonds as Tax-Exempt Obligations, the Corporation is electing (a) to issue the Bonds as taxable “Build America Bonds” as defined in Code § 54AA (“**Build America Bonds**”), and (b) to treat the Bonds as “qualified” Build America Bonds, eligible to receive payments from the U.S. Treasury equal to 35% of each interest payment on the Bonds in accordance with Code §§ 54AA and 6431 (“**BAB Interest Subsidy Payments**”). However, it is understood that all of the requirements of the Code and Regulations apply to Build America Bonds as if they were issued as tax exempt obligations.

4. The Corporation and the County have requested that Gilmore & Bell, P.C. (“**Bond Counsel**”) provide an opinion that the Bonds constitute Build America Bonds and that the Corporation is eligible to receive BAB Interest Subsidy Payments in connection with interest paid on the Bonds (the “**Initial Opinion of Bond Counsel**”).

5. The Corporation, the County and the Trustee are entering into this Tax Agreement in order to set forth certain representations, facts, expectations, terms and conditions relating to the use Bond proceeds and the property financed or refinanced with those proceeds and the Investment of the Bond proceeds and of certain other related money, in order to establish and maintain the status of the Bonds as Build America Bonds for federal income tax purposes, and to provide guidance for procuring BAB Interest Subsidy Payments and for complying with the arbitrage rebate provisions of Code § 148(f).

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the Corporation, the County and the Trustee represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Indenture, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

“Adjusted Gross Proceeds” means the Gross Proceeds of the Bonds reduced by amounts (a) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (b) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (c) representing grant repayments or sale or Investment proceeds of any purpose Investment.

“Available Construction Proceeds” means the sale proceeds of the Bonds, increased by (a) Investment earnings on the sale proceeds, (b) earnings on amounts in a reasonably required reserve or replacement fund allocable to the Bonds but not funded from the Bonds, and (c) earnings on such earnings, reduced by sale proceeds (1) in any reasonably required reserve fund or (2) used to pay issuance costs of the Bonds. But Available Construction Proceeds do not include Investment earnings on amounts in a reasonably required reserve or replacement fund after the earlier of (A) the second anniversary of the Issue Date or (B) the date the Financed Facility is substantially completed.

“Available Project Proceeds” means the sale proceeds of the Bonds, plus Investment earnings on those proceeds, reduced by (a) proceeds used to pay Issuance Costs (to the extent those costs do not exceed 2% of the sale proceeds) and (b) proceeds deposited in a reasonably required reserve or replacement fund.

“BAB Interest Subsidy Payments” means payments to be received by the Corporation from the U.S. Department of the Treasury under Code §§ 54AA(g) and 6431 in connection with the payments of interest on the Bonds.

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means any Bond or Bonds described in the recitals, authenticated and delivered under the Indenture.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Corporation.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending December 15, or another one-year period selected by the Corporation.

“Capital Expenditures” means any capital expenditures as defined in Regulation § 1.150-1(b). A Capital Expenditure is generally any cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation § 1.150-2(c)) under general Federal income tax principles (e.g. costs incurred to acquire, construct, or improve land, buildings, and equipment generally are capital expenditures), determined at the time the expenditure is paid with respect to the property. For this purpose, Capital Expenditures include reimbursement of capital expenditures under the reimbursement rules contained in Regulation § 1.150-2.

“Code” means the Internal Revenue Code of 1986, as amended.

“Computation Date” means each date on which arbitrage rebate for the Bonds is computed. The Corporation may treat any date as a Computation Date, subject to the following limits:

- (a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;
- (b) each subsequent rebate installment payment must be made for a Computation Date not later than five years after the previous Computation Date for which an installment payment was made; and
- (c) the date the last Bond is discharged is the final Computation Date.

The Corporation selects October 1, 2014 as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

“Corporation” means Sarpy County Leasing Corporation and its successors and assigns, or any body, agency or instrumentality of the State of Nebraska succeeding to or charged with the powers, duties and functions of the Corporation.

“County” means The County of Sarpy, Nebraska, a county and a political subdivision organized and existing under the laws of the State of Nebraska

“Financed Facility” means any of the property financed or refinanced with the proceeds of the Bonds, as described on **Exhibit C**.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the Corporation from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds, or other Investment proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, and (e) any other replacement proceeds.

Specifically, Gross Proceeds includes (but is not limited) to amounts held in the following funds and accounts:

(a) Construction Fund, and within such fund the (1) Public Payment Project Account and therein the Series 2009B Project Subaccount and (2) Costs of Issuance Account and therein the Series 2009B Subaccount.

(b) Bond Fund, and within such fund the 2009B Account.

(c) Rebate Fund (to the extent funded with sale proceeds or investment proceeds of the Bonds).

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

“Indenture” means the Trust Indenture as originally executed by the Corporation and the Trustee, as amended and supplemented in accordance with the provisions of the Indenture.

“Initial Opinion of Bond Counsel” means the written opinion of Gilmore & Bell, P.C. being delivered in connection with the issuance of the Bonds, concluding that the Bonds are qualified Build America Bonds under Code § 54AA, and the Corporation is entitled to receive BAB Interest Subsidy Payments in connection with interest paid on the Bonds.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

“IRS” means the United States Internal Revenue Service.

“Issuance Costs” means any cost or expense incurred on account of and in connection with the Bonds including: (a) underwriters’ spread or placement fees (whether realized directly or derived through purchase of one or more Bonds at a discount below the price at which they are expected to be sold to the public); (b) legal counsel fees and expenses; (c) financial advisor fees; (d) rating agency fees; (e) trustee or escrow agent fees; (f) paying agent and certifying and authenticating agent fees related to issuance of the Bonds; (g) accountant fees related to issuance of the Bonds; (h) printing costs (for the Bonds and of preliminary and final offering materials); and (i) costs of engineering and feasibility studies necessary to the issuance of the Bonds (as opposed to such studies related to completion of the Financed Facility, but not to the financing). However, Issuance Costs do not include fees or expenses directly related to the cost of credit enhancement for the Bonds to the extent those fees or expenses may be included as a qualified guaranty in the calculation of the yield on the Bonds.

“Issue Date” means October 15, 2009.

“Lease” means, collectively, the Public Payment Lease and the Private Payment Lease.

“Management Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the

primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services), however, are not treated as Management Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on or the earlier of (1) the final maturity date of the Bonds or (2) the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“Net Proceeds” means the sale proceeds of the Bonds (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all Investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Opinion of Bond Counsel” means the written opinion of Gilmore & Bell, P.C. or other nationally recognized firm of bond counsel. Unless otherwise specifically noted herein an Opinion of Bond Counsel must conclude that the action or proposed action or the failure to act or proposed failure to act for which the opinion is required will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Private Payment Bonds” means the Corporation’s (a) Lease Rental Revenue Bonds (Omaha Royals Stadium Project) Taxable Series 2009C and (b) any other obligation issued and secured by revenues under the Private Payment Lease, as amended and supplemented in accordance with the provisions of the Private Payment Lease.

“Private Payment Lease” means the Private Payment Lease Agreement dated as of this Tax Agreement between the Corporation and the County.

“Private Payment Project” means the specific property listed on **Exhibit C** financed with the proceeds of the Private Payment Bonds and described in the Private Payment Lease constituting a “discrete portion” (as defined in Regulations §1.141-3) of the Stadium.

“Proposed Regulations” means the proposed arbitrage regulations including Prop. Treas. Reg. §§ 1.148-0, 1.148-3, 1.148-4, 1.148-5, 1.148-8, and 1.148-11 (published at 72 Fed. Reg. 54606 (Sept. 26, 2007)) and IRS Notice 2009-26.

“Public Payment Bonds” means the Bonds and the Series 2009A Bonds.

“Public Payment Lease” means the Public Payment Lease Agreement dated as of this Tax Agreement between the Corporation and the County.

“Public Payment Lease Revenues” means the revenues derived from generally applicable taxes, within the meaning of Regulations §1.141-4(e), under the Public Payment Lease, including revenues derived from County sources consisting of (a) lodging tax, (b) keno tax, (c) general property taxes, (d) local option sales taxes, and (e) such other revenues collected by the County for which the County has received an approving opinion of Bond Counsel.

“Public Payment Project” means the specific property listed on **Exhibit C** financed with the proceeds of the Public Payment Bonds and described in the Public Payment Lease constituting the remaining portion of the Stadium (other than the Private Payment Project) and the related infrastructure improvements.

“Qualified Use Agreement” means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the Corporation’s governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (3) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Reasonable Retainage” means Gross Proceeds retained by the Corporation for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed (a) for purposes of the 18-month spending test, 5% of net sale proceeds of

the Bonds on the date 18 months after the Issue Date, or (b) for purposes of the 2-year spending test, 5% of the Available Construction Proceeds as of the end of the 2-year spending period.

“Rebate Analyst” means a firm of nationally recognized bond counsel or a firm of independent certified public accountants to be selected by the Corporation to compute rebate on the Bonds.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“Series 2009A Bonds” means the Corporation’s \$4,195,000 Lease Rental Revenue Bonds (Omaha Royals Stadium Project) Series 2009A.

“Stadium” means all property and improvements leased to the Sublessee under the Stadium Lease.

“Stadium Bonds” means the Public Payment Bonds and the Private Payment Bonds.

“Stadium Lease” means the Stadium Lease and Use Agreement between the County and the Sublessee entered into on March 17, 2009 for use of the Financed Facility.

“Stadium Project” means the Stadium and related public-owned, operated and maintained infrastructure necessary or otherwise to be constructed from proceeds of the Stadium Bonds.

“Sublessee” means the Omaha Royals Limited Partnership, a limited partnership organized and existing under the laws of the State of Nebraska.

“Supplemental Opinion of Bond Counsel” means a written opinion of Gilmore & Bell, P.C. or other nationally recognized firm of bond counsel, concluding that the action or proposed action, or the failure to act or proposed failure to act, for which the opinion is required, will not adversely affect the Corporation’s right to receive BAB Interest Subsidy Payments in connection with interest paid on the Bonds.

“Tax Agreement” means this Tax Compliance Agreement as it may from time to time be amended and supplemented in accordance with its terms.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“Trustee” means Union Bank and Trust Company, and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as Trustee under the Indenture.

“Underwriter” means Ameritas Investment Corp., underwriter of the Bonds.

“Yield” means Yield on the Bonds, computed under Regulations § 1.148-4, and Yield on an Investment, computed under Regulations § 1.148-5. In computing Yield on the Bonds, the expected BAB Interest Subsidy Payments (treated as received on each interest payment date) must be deducted from the Bond payments in accordance with Code § 6431(c).

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the Corporation. The Corporation represents and covenants to the County and the District as follows:

- (a) ***Organization and Authority.*** The Corporation (1) is a public benefit nonprofit corporation duly organized and existing under the laws of the State of Nebraska, and (2) has lawful power and authority to issue the Bonds on behalf of the County for the purposes set forth in the Indenture, to enter into, execute and deliver the Indenture, the Lease, the Bonds and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Indenture, the Lease, the Bonds, and this Tax Agreement, acting by and through its duly authorized officials.
- (b) ***Issuance of Bonds on Behalf of the County.*** The Corporation is issuing the Bonds on behalf of the County, a political subdivision of the State of Nebraska. In accordance therewith:
- (1) The Corporation is a public corporation authorized by Nebraska Revised Statute §21-1927 to be formed by and at the direction of the County for the purpose of holding property in trust for the County.
 - (2) The Corporation was formed by the County Board of Commissioners (the governing body of the County) formally approving the creation of the Corporation and the form of the Corporation's certificate of incorporation.
 - (3) The members of the County Board of Commissioners serve as ex officio members of the board of directors of the Corporation.
 - (4) Pursuant to Nebraska Revised Statute §21-1928, the Corporation is authorized to issue bonds in furtherance of its corporate purposes, which include the power to acquire, improve, maintain, equip and furnish the Stadium Project.
 - (5) By statute none of the Corporation's earnings may inure to the benefit of any private person.
 - (6) Upon dissolution of the Corporation, legal title to the Stadium Project will vest in and become property of the County.
- (c) ***Elections; Status of Bonds as Build America Bonds.*** The Corporation understands that the County has irrevocably elected (1) under Code § 54AA(d) to treat the Bonds as "Build America Bonds" and (2) under Code § 54AA(g)(2) to treat the Bonds as "qualified bonds" eligible for BAB Interest Subsidy Payments. The Corporation (A) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code related to Build America Bonds, including any limitations applicable to Tax-Exempt Obligations that apply to Build America Bonds; (B) will not use or invest, or permit the use or investment of, any money on deposit in any

fund or account maintained in connection with the Bonds, whether or not that money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would violate applicable provisions of the Code related to Build America Bonds; and (C) will not use, or permit the use of, any portion of the Financed Facility in a manner that would cause the Bonds to become “private activity bonds” as defined in Code § 141.

- (d) **IRS Forms 8038-G and 8038-CP.** Attached as **Exhibit B** is a copy of IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) that is being executed by a representative of the Corporation and which is being filed with the IRS in connection with the issuance of the Bonds as required by Code § 149(e). Bond Counsel prepared Form 8038-G in connection with the issuance of the Bonds. The Corporation knows of no inaccuracies in the Form 8038-G prepared by Bond Counsel. The Qualified Users of the proceeds of the Bonds and their EIN numbers are set out on the attachment to IRS Form 8038-G. The Corporation will file IRS Form 8038-CP no sooner than 30 days after the filing of Form 8038-G in connection with the issuance of the Bonds. The Corporation understands that current IRS procedures require Form 8038-CP to be filed no sooner than 90 and no less than 45 days prior to each interest payment date for the Bonds in order for the Corporation to timely receive BAB Interest Subsidy Payments and that the Corporation is responsible for preparing Form 8038-CP for each filing.
- (e) **Compliance with Future Tax Requirements.** The Corporation understands that the Code and the Regulations may impose new or different restrictions and requirements on the Corporation in the future. The Corporation will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.
- (f) **Corporation Reliance on Other Parties.** The expectations, representations and covenants of the Corporation described in this Tax Agreement and other matters are based in whole or in part upon covenants, representations and certifications of the County and other parties set forth in this Tax Agreement or exhibits to this Tax Agreement. Although the Corporation has made no independent investigation of the representation of other parties, the Corporation is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in this Tax Agreement or exhibits to this Tax Agreement.

Section 2.2. Representations and Covenants of the County. The County represents and covenants to the Corporation and Trustee as follows:

- (a) **Organization and Authority.** The County (1) is a county and a political subdivision duly organized and existing under the laws of the State of Nebraska, and (2) has lawful power to enter into, execute and deliver the Lease and this Tax Agreement and to carry out its obligations under the Lease and this Tax Agreement, and (3) by all necessary action has been duly authorized to execute and deliver the Lease and this Tax Agreement, acting by and through its duly authorized officials.
- (b) **Elections; Status of Bonds as Build America Bonds.** The County irrevocably elects (1) under Code § 54AA(d) to treat the Bonds as “Build America Bonds” and (2) under Code § 54AA(g)(2) to treat the Bonds as “qualified bonds” eligible for BAB Interest Subsidy Payments. The County (A) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code related to Build

America Bonds, including any limitations applicable to Tax-Exempt Obligations that apply to Build America Bonds; (B) will not use or invest, or permit the use or investment of, any money on deposit in any fund or account maintained in connection with the Bonds, whether or not that money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would violate applicable provisions of the Code related to Build America Bonds; and (C) will not use, or permit the use of, any portion of the Financed Facility in a manner that would cause the Bonds to become “private activity bonds” as defined in Code § 141.

- (c) **Use of Available Project Proceeds.** The Expected Available Project Proceeds of the County is \$9,151,942.75, computed as follows:

Sale Proceeds (Offering Price)	\$9,252,513.20
Minus Underwriter’s Discount (Issuance Cost)	150,890.44
Other Estimated Issuance Costs	<u>14,680.01</u>
Sub-Total Issuance Costs (may not exceed 2% of Sale Proceeds)	165,570.45
Plus Expected Earnings on Sales Proceeds (Investment Proceeds)	<u>65,000.00</u>
Equals Expected Available Project Proceeds	\$9,151,942.75

The County will allocate 100% of the “Available Project Proceeds” of the Bonds to Capital Expenditures for the Financed Facility, including payment of capitalized interest on the Bonds prior to the date the Financed Facility is placed in service. No Available Project Proceeds of the Bonds will be used to discharge any debt previously incurred by the Corporation.

- (d) **Plan of Finance.** Under an overall plan of finance for the Stadium Project, the Private Payment Project will be financed by the Private Payment Bonds and leased to the County pursuant to the Private Payment Lease. Any private payments made to or for the benefit of the County or the Corporation by the Sublessee under the Stadium Lease as well as any payments received by the Corporation or the County for the use of the Stadium are expected to be used solely to finance rent due under the Private Payment Lease which in turn will be used to pay principal of and interest on the Private Payment Bonds. The Public Payment Project (consisting of the balance of the Stadium, together with the remaining publicly owned and used infrastructure that comprises the Stadium Project) will be financed by the Public Payment Bonds and leased to the County pursuant to the Public Payment Lease. Generally applicable taxes, including the taxes from which the Public Payment Lease Revenues are derived, and other revenue of the County will be used to pay rent under the Public Payment Lease, which will then be used to pay principal of and interest on the Public Payment Bonds. The Financed Facility represents that portion of the Public Payment Project financed with proceeds of the Bonds.
- (e) **Governmental Obligations–Use of Proceeds.** All of the property comprising the Stadium Project will be actually or beneficially owned by the County. The County will lease the Stadium to the Sublessee pursuant to the Stadium Lease. The Stadium Lease results in more than 10% of the Stadium being used in a Non-Qualified Use. However,

the financing has been structured so that neither the Bonds nor the Series 2009A Bonds will meet the private security or payment test for the reasons set forth in **Section 2.2(g)** below.

(f) ***Governmental Obligations—Private Security or Payment.***

- (1) As of the Issue Date, the County expects that none of the principal and interest on the Bonds will be (under the terms of the Bonds or any underlying arrangement) directly or indirectly:
 - (A) secured by (i) the Financed Facility or any other property used or to be used for a private business use, or (ii) any interest in payments in respect of such property; or
 - (B) derived from payments (whether or not such payments are made to the Corporation) in respect of the Financed Facility or any other property, or borrowed money, used or to be used for a private business use.
- (2) As long as the Bonds are outstanding, neither the Financed Facility nor any other property used or to be used for a private business use or any interest in payments in respect of such property will be pledged, directly or indirectly, as security for repayment of the Bonds.
- (3) For purposes of the foregoing, taxes of general application, including the taxes from which the Public Payment Lease Revenues are derived, are not treated as private payments or as private security. Public Payment Lease Revenues are derived from generally applicable taxes because each of the taxes is an enforced contribution exacted pursuant to legislative authority as part of the taxing power, is imposed and collected for the purpose of raising revenue to be used for governmental purposes, has a uniform rate of collection that applies to all persons of the same classification in the appropriate jurisdiction and has a generally applicable manner of collection and determination.
 - (A) Public Payment Lease Revenues will be the sole source of repayment of the Bonds. As long as the Bonds are outstanding, the County will not modify the terms of collection or enforcement of the generally applicable taxes from which the Public Payment Lease Revenues are derived unless it obtains an Opinion of Bond Counsel.
 - (B) No taxpayer has entered into any “impermissible agreement,” within the meaning of Regulations §1.141-4(e)(4)(ii), relating to the payment of taxes from which the Public Payment Lease Revenues are derived.
- (4) The County will not permit any private security or payment with respect to the Bonds without first obtaining an Opinion of Bond Counsel.

(g) ***No Private Loan.*** Not more than 5% of the Net Proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User.

(h) ***Management Agreements.*** As of the Issue Date, the County has not entered into any Management Agreements for any portion of the Financed Facility with Non-Qualified

Users. During the Measurement Period, the County will not enter into or renew any Management Agreement with any Non-Qualified User without first obtaining an Opinion of Bond Counsel.

- (i) **Leases.** Except for the Stadium Lease, as of the Issue Date the County has not entered into any leases of any portion of the Financed Facility other than Qualified Use Agreements. During the Measurement Period, the County will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first obtaining an Opinion of Bond Counsel.
- (j) **Reimbursement of Expenditures.** No portion of the Net Proceeds of the Bonds will be used to reimburse an expenditure paid by the Corporation prior to the Issue Date.
- (k) **Limit on Maturity of Bonds.** A list of the assets included in the Financed Facility and a computation of the “average reasonably expected economic life” is attached to this Tax Agreement as **Exhibit C**. Based on this computation, the “average maturity” of the Bonds of 21.738 years, as computed by Bond Counsel, does not exceed 120% of the average reasonably expected economic life of the Financed Facility (36.00 years).
- (l) **Registered Bonds.** The Indenture requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).
- (m) **Bonds Not Federally Guaranteed.** The County will not take any action or permit any action to be taken which would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).
- (n) **IRS Forms 8038-G and 8038-CP.** The County will instruct and assist the Corporation in filing all appropriate returns, reports, and attachments to income tax returns required by the Code, including without limitation Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) and Form 8038-CP (Return for Credit Payments to Issuers of Qualified Bonds). The information contained in Parts II through V of IRS Form 8038-G, attached as **Exhibit B**, was provided to the Corporation and Bond Counsel by the County, and such information is true, complete and correct as of the Issue Date.
- (o) **Hedge Bonds.** At least 85% of the net sale proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within three years after the Issue Date, and not more than 50% of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for four years or more.
- (p) **Compliance with Future Tax Requirements.** The County understands that the Code and the Regulations may impose new or different restrictions and requirements on the County in the future. The County will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.
- (q) **Single Issue; No Other Issues.** The Bonds constitute a single “issue” under Regulations § 1.150-1(c). Except for the Corporation’s Lease Rental Revenue Bonds (Omaha Royals Stadium Project) Series 2009A, the interest on which is tax-exempt, and the Corporation’s Lease Rental Revenue Bonds (Omaha Royals Stadium Project) Taxable Series 2009C, the interest on which is taxable and not designated as Build America Bonds, no other debt obligations (1) are being sold within 15 days of the sale of the

Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

- (r) **Interest Rate Swap.** As of the Issue Date, the County has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds. The County will not enter into any such arrangement in the future without obtaining an Opinion of Bond Counsel.
- (s) **Guaranteed Investment Contract.** As of the Issue Date, the County does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The County will be responsible for complying with **Section 4.3(d)** if it decides to enter into a Guaranteed Investment Contract at a later date.
- (t) **Limit on Issuance Costs.** Not more than 2% of the sale proceeds of the Bonds will be used to pay Issuance Costs.

Section 2.3. Representations and Covenants of the Trustee. The Trustee represents and covenants to the Corporation and the County as follows:

- (a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or opinion of Bond Counsel, specifically referencing the Bonds and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to maintain the status of the Bonds as qualified Build America Bonds under Code § 54AA(d) and the right of the Corporation to BAB Interest Subsidy Payments under Code §§ 54AA(g)(2) and 6431.
- (b) The Trustee, acting on behalf of the Corporation, may from time to time cause a firm of attorneys, consultants or independent accountants or an Investment banking firm to provide the Trustee with such information as it may request in order to determine all matters relating to (1) the Yield on the Bonds as it relates to any data or conclusions necessary to verify that the Bonds are not “arbitrage bonds” within the meaning of Code § 148, and (2) compliance with arbitrage rebate requirements of Code § 148(f). The Corporation will pay all costs and expenses incurred in connection with supplying the foregoing information.

Section 2.4. Survival of Representations and Covenants. All representations, covenants and certifications of the Corporation, the County and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the Corporation, the County or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The representations of the Corporation contained in this Tax Agreement are intended to apply from and after the Issue Date as long as the Corporation requests or claims any BAB Interest Subsidy Payment on the Bonds, including any BAB Interest Subsidy Payment claimed or requested following the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this Article III is to certify, under Regulations § 1.148-2(b), the Corporation's expectations as to the sources, uses and Investment of Bond proceeds and other money, in order to support the Corporation's conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the Corporation is an officer of the Corporation responsible for issuing the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this Article III are based upon and in reliance upon the Corporation's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Corporation's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the Corporation set forth in this Tax Agreement are reasonable. Neither the Corporation nor the County has any knowledge that would cause either of them to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purpose of Financing. The Bonds are being issued for the purpose of providing funds to finance a portion of the cost of the Financed Facility and to pay certain costs of issuing the Bonds.

Section 3.4. Funds and Accounts. The following funds and accounts have been established under the Indenture:

- (a) Construction Fund, and within such fund (1) the Public Payment Project Account and therein the Series 2009A Project Subaccount and the Series 2009B Project Subaccount, (2) the Private Payment Project Account and therein the Series 2009C Project Subaccount and (3) the Costs of Issuance Account and therein the Series 2009A Subaccount, Series 2009B Subaccount and Series 2009C Subaccount.
- (b) Bond Fund, and within such fund the Public Payment Project Account and the Private Payment Project Account.
- (c) Rebate Fund.

Section 3.5. Amount and Use of Bond Proceeds and Other Money.

- (a) **Amount of Bond Proceeds.** The total proceeds to be received by the Corporation from the sale of the Bonds will be as follows:

Principal Amount	\$9,290,000.00
Net Original Issue (Discount)	(37,486.80)
Underwriting Discount	(150,890.44)
Accrued interest	<u>0.00</u>
Total Proceeds Received by Corporation	\$9,101,622.76

(b) **Use of Bond Proceeds.** The Bond proceeds are expected to be allocated to expenditures as follows:

- (1) The accrued interest on the Bonds, if any, will be deposited in the Public Payment Project Account in the Bond Fund and used to pay interest on the Bonds.
- (2) \$14,680.01 will be deposited in the Series 2009B Subaccount in the Costs of Issuance Account in the Construction Fund and used to pay costs of issuing the Bonds.
- (3) \$9,086,942.75 will be deposited in the Series 2009B Project Subaccount in the Public Payment Project Account in the Construction Fund and used to pay costs of the Financed Facility.

Section 3.6. Multipurpose Issue. The Corporation is applying the arbitrage rules to separate financing purposes of the issue that have the same initial temporary period as if they constitute a single issue for purposes pursuant to Regulations § 1.148-9(h)(3)(i).

Section 3.7. No Refunding. No proceeds of the Bonds will be used to pay principal or interest on any other debt obligation.

Section 3.8. [Reserved].

Section 3.9. Project Completion. The Corporation has incurred, or will incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Bonds on the Financed Facility. The completion of the Financed Facility and the allocation of the Net Proceeds of the Bonds to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Bonds will be allocated to expenditures on the Financed Facility within three years after the Issue Date.

Section 3.10. Sinking Funds. The Corporation is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. Such payments will be deposited into the Bond Fund. Except for the Bond Fund, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Bond Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Corporation expects that the Bond Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.11. Reserve, Replacement and Pledged Funds.

- (a) **Debt Service Reserve Fund.** No reserve or replacement fund has been established for the Bonds.
- (b) **No Other Replacement or Pledged Funds.** None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that instead has been or will be used to acquire Investments having a Yield greater than the Yield on the Bonds. Except for the Bond Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds

would be available for payment of the principal of or interest on the Bonds if the Corporation encounters financial difficulty.

Section 3.12. Purpose Investment Yield. The proceeds of the Bonds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.13. Offering Prices and Yield on Bonds.

- (a) **Offering Prices.** In the Underwriter Receipt for Bonds and Closing Certificate, the Underwriter has certified that (1) all of the Bonds have been the subject of an initial offering to the public at prices no higher than those shown on the inside of the cover page of the official statement, plus accrued interest (the “**Offering Prices**”), and (2) the Underwriter expects that at least 10% of the Bonds of each maturity will be sold to the public at initial offering prices no higher than said Offering Prices. The aggregate initial offering price of the Bonds is \$9,252,513.20, plus accrued interest.
- (b) **Bond Yield.** Based on the Offering Prices, the Yield on the Bonds is 4.0461370%, as computed by bond counsel as shown on **Exhibit A**. The expected BAB Interest Subsidy Payments on the Bonds (treated as received on each interest payment date) were deducted from the debt service payments on the Bonds to determine the Yield on the Bonds, as shown on **Exhibit A**. The Corporation has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

Section 3.14. Miscellaneous Arbitrage Matters.

- (a) **No Abusive Arbitrage Device.** The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Corporation to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.
- (b) **No Over-Issuance.** The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the Corporation, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.15. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the Corporation does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an “arbitrage bond” within the meaning of Code § 148 and the Regulations.

ARTICLE IV

ARBITRAGE INVESTMENT AND REBATE INSTRUCTIONS

Section 4.1. Temporary Periods/Yield Restriction. Except as described below, the Corporation will not invest Gross Proceeds at a Yield greater than the Yield on the Bonds:

- (a) **Construction Fund.** Bond proceeds deposited in the Construction Fund and investment earnings on those proceeds may be invested without Yield restriction for up to 3 years following the Issue Date. If any unspent proceeds remain in the Construction Fund after

3 years, those amounts may continue to be invested without Yield restriction so long as the Corporation pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Bonds are exempt from the arbitrage rebate requirements of Code § 148.

- (b) **Bond Fund.** To the extent that the Bond Fund qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.
- (c) **Minor Portion.** In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.2. Fair Market Value.

- (a) **General.** No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.
- (b) **Established Securities Market.** Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.
- (c) **Certificates of Deposit.** The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.
- (d) **Guaranteed Investment Contracts.** The Corporation is applying Regulations § 1.148-5(d)(6)(iii)(A) as amended by the Proposed Regulations (relating to electronic bidding of Guaranteed Investment Contracts) to the Bonds. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:
 - (1) **Bona Fide Solicitation for Bids.** The Corporation or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

- (A) The bid specifications are in writing and are timely forwarded to potential providers.
- (B) The bid specifications include all “material” terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.
- (C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Corporation, the Trustee, or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the Corporation, the Trustee, or any other person, for purposes of satisfying the requirements of the Regulations.
- (D) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.
- (E) The terms of the solicitation take into account the Corporation’s reasonably expected deposit and draw-down schedule for the amounts to be invested.
- (F) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (*i.e.*, a last look) before providing a bid.
- (G) At least three “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

- (A) At least three bids are received from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

- (B) At least one of the three bids received is from a reasonably competitive provider, as defined above.
 - (C) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.
- (3) Winning Bid. The winning bid is the highest Yielding bona fide bid (determined net of any broker's fees).
 - (4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.
 - (5) Records. The Corporation and the Trustee retains the following records with the bond documents until three years after the last outstanding Bond is redeemed:
 - (A) A copy of the Guaranteed Investment Contract.
 - (B) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Corporation or Trustee, and the certification as to fees paid, described in paragraph (d)(4) above.
 - (C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.
 - (D) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.
- (e) **Other Investments**. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:
 - (1) at least three bids on the Investment must be received from persons with no financial interest in the Bonds (e.g., as underwriters or brokers); and
 - (2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.3. Certain Gross Proceeds Exempt from the Rebate Requirement.

- (a) **General**. A portion of the Gross Proceeds of the Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Bonds and will not otherwise affect the application of the Investment limitations described in Section 4.1. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in Section 4.4 applies even if a portion of the gross proceeds of the Bonds is exempt from the rebate requirement. To the extent all or a portion of the Bonds is exempt from Rebate the

Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in Section 4.4. The Corporation may defer the final rebate Computation Date and the payment of rebate for the Bonds to the extent permitted by Regulations § 1.148-7(b)(1) and § 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) ***Applicable Spending Exceptions.***

- (1) The Corporation expects that at least 75% of the Available Construction Proceeds will be used for construction or rehabilitation expenditures for property owned by the Corporation.
- (2) The following optional rebate spending exceptions can apply to the Bonds:
 - (a) 6-month Exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c))
 - (b) 18-month Exception (Regulations § 1.148-7(d)).
 - (c) 2-year Exception (Code § 148(f)(4)(C) and Regulations § 1.148-7(e)).
- (3) The Corporation expects to earn approximately \$65,000.00 in Investment earnings on Bond proceeds in the Project Fund.

(c) ***Special Elections Made with Respect to Spending Exception Elections.*** No special elections are being made in connection with the application of the spending exceptions.

(d) ***Bona Fide Debt Service Fund.*** To the extent that the Bond Fund qualifies as a Bona Fide Debt Service Fund, Investment earnings in the account cannot be taken into account in computing arbitrage rebate.

(e) ***Documenting Application of Spending Exception.*** At any time prior to the first Computation Date, the County may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the County must continue to comply with Section 4.4 hereof.

(f) ***General Requirements for Spending Exception.*** The following general requirements apply in determining whether a spending exception is met.

- (1) Using Adjusted Gross Proceeds or Available Construction Proceeds to pay principal of any Bonds is not taken into account as an expenditure for purposes of meeting any of the spending tests.
- (2) The six-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent within six months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial six-month period, so long as this amount is spent within one year of the Issue Date.
- (3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Adjusted Gross Proceeds Spent
6 months	15%
12 months	60%
18 months (Final)	100%

- (4) The 2-year spending exception generally is met if all Available Construction Proceeds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Available Construction Proceeds Spent
6 months	10%
12 months	45%
18 months	75%
24 months (Final)	100%

- (5) For purposes of applying the 18-month and 2-year spending exceptions only, the failure to satisfy the **final** spending requirement is disregarded if the Corporation uses due diligence to complete the Financed Facility and the failure does not exceed the lesser of 3% of the aggregate issue price the Bonds or \$250,000. **No such exception applies for any other spending period.**
- (6) For purposes of applying the 18-month and 2-year spending exceptions only, the Bonds meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 30 months (in the case of the 18-month exception) or 3 years (in the case of the 2 year spending test) after the Issue Date.

Section 4.4. Computation and Payment of Arbitrage Rebate.

- (a) **Rebate Fund.** The Trustee will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Agreement. Any Investment earnings derived from the Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.
- (b) **Computation of Rebate Amount.** The Trustee will provide the Rebate Analyst Investment reports relating to each fund held by the Trustee that contains Gross Proceeds of the Bonds at such times as reports are provided to the County, and not later than ten days following each Computation Date. The County will provide the Rebate Analyst with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Trustee annually as of the end of each Bond Year and not later than ten days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2)

purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Trustee, the County and the Corporation, together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is less than the arbitrage rebate due, the County will, within 55 days after such Computation Date, pay to the Trustee the amount of the deficiency for deposit into the Rebate Fund. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is greater than the Rebate Amount, the Trustee will transfer such surplus in the Rebate Fund to the Bond Fund. After the final Computation Date or at any other time if the Rebate Analyst has advised the Trustee, any money left in the Rebate Fund will be paid to the County and may be used for any purpose not prohibited by law.

- (c) **Rebate Payments.** Within 60 days after each Computation Date, the Trustee must pay (but solely from money in the Rebate Fund or provided by the Corporation) to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

Section 4.5. Successor Rebate Analyst. If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the Corporation or the County desires that a different firm act as the Rebate Analyst, then the County (so long as no event of default hereunder or under the Lease has occurred or is continuing), with the written consent of the Corporation (which consent will not be unreasonably withheld) or the Corporation, by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Certificate, will engage a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder. In the event the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason and neither the Corporation nor the County appoints a qualified successor Rebate Analyst within thirty (30) days following notice of such resignation then the Trustee will appoint a firm to act as the successor Rebate Analyst.

Section 4.6. Rebate Report Records. The Trustee and the County will retain copies of each arbitrage rebate report and opinion until three years after the final Computation Date.

Section 4.7. Filing Requirements. The Trustee, the County and the Corporation (if requested in writing by the County) will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with an Opinion of Bond Counsel.

Section 4.8. Survival after Defeasance. Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Bonds.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that, the provisions of **Article IV** of this Tax Agreement regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions of **Section 5.6** hereof relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the owners of the Bonds, but only if such amendment is in writing and is accompanied by a Supplemental Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Agreement as so amended such amendment will not cause any Bond to be an arbitrage bond under Code § 148 or otherwise adversely affect the status of the Bonds as Build America Bonds or the Corporation's right to receive BAB Subsidy Payments in connection with interest paid on the Bonds. No such amendment will become effective until the Corporation, the County and the Trustee receive a Supplemental Opinion of Bond Counsel, addressed to the Corporation, the County and the Trustee, that such amendment will not adversely affect the status of the Bonds as Build America Bonds or the Corporation's right to receive BAB Subsidy Payments in connection with interest paid on the Bonds.

Section 5.3. Opinion of Bond Counsel. The Corporation, the County and the Trustee acknowledge that Bond Counsel has not provided advice relating to the Federal income tax consequences of issuing the Bonds except to the extent reflected in the Initial Opinion of Bond Counsel. In addition, the Corporation, the County and the Trustee understand that unless separately contracted, Bond Counsel has not agreed to assist the Corporation in obtaining any BAB Interest Subsidy Payments. THE CORPORATION AND THE COUNTY UNDERSTAND THAT FAILURE TO COMPLY WITH ALL REQUIREMENTS IMPOSED ON ISSUERS OF BUILD AMERICA BONDS, INCLUDING THOSE SET OUT IN THIS TAX AGREEMENT MAY RESULT IN TERMINATION OF CONTINUED PAYMENT OF ANY BAB INTEREST SUBSIDY PAYMENTS AND THAT THE IRS MAY ALSO REQUIRE THE CORPORATION TO REPAY ANY BUILD AMERICA BOND INTEREST SUBSIDY PAYMENTS, PREVIOUSLY RECEIVED BY IT TOGETHER WITH INTEREST AND APPLICABLE PENALTIES, IN THE EVENT IT IS DETERMINED THAT THE CORPORATION IS NOT ENTITLED TO THEM FOR ANY REASON.

Section 5.4. Reliance. In delivering this Tax Agreement the Corporation, the County and the Trustee are making only those certifications, representations and agreements as are specifically attributed to them in this Tax Agreement. Neither the Corporation, the County nor the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Agreement and, to the best of

its knowledge, those facts, circumstances, estimates and expectations are reasonable. The parties to this Tax Agreement understand that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its Initial Opinion of Bond Counsel as to the validity of the Bonds and the status of the Bonds as Build America Bonds or the Corporation's right to receive BAB Subsidy Payments in connection with interest paid on the Bonds.

Section 5.5. Severability. If any provision in this Tax Agreement or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Agreement is binding upon the Corporation, the County and the Corporation and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Bonds. Nothing in this Tax Agreement or in the Indenture or the Bonds, express or implied, gives to any person, other than the parties to this Tax Agreement and their successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement. The certifications and representations made in this Tax Agreement and the expectations presented in this Tax Agreement are intended, and may be relied upon, as a certification of an officer of the Corporation, the County or the Trustee, as applicable, given in good faith described in Regulations § 1.148-2(b)(2). The Corporation and the County understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and in rendering the Initial Opinion of Bond Counsel.

Section 5.7. Default; Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement may be pursued by the owners of the Bonds or the other party or parties to this Tax Agreement pursuant to the terms of the Indenture or any other document which references this Tax Agreement and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Record Keeping Responsibilities. The Trustee, the County and the Corporation recognize (a) that the status of the Bonds as Build America Bonds eligible for the BAB Interest Subsidy Payments depends on the accuracy of the representations and the satisfaction of the covenants contained in this Tax Agreement by the Corporation, many of which relate to matters that will occur after the date the Bonds are issued, and (b) that as part of its ongoing audit program for tax-exempt bonds and Build America Bonds, the IRS requires that records be created and maintained with respect to the following matters:

- (1) Documentation evidencing expenditure of Bond proceeds in sufficient detail to determine the date of the expenditure, the asset acquired or the purpose of the expenditure.
- (2) Documentation evidencing use of the Financed Facility by public and private persons (e.g., copies of Management Agreements).
- (3) Documentation evidencing all sources of payment or security for the Bonds.
- (4) Documentation pertaining to any Investment of Bond proceeds (including the purchase and sale of securities, SLGs subscriptions, actual Investment income received from the Investment of proceeds, guaranteed investment contracts, and (if required) rebate calculations).

In addition to the record-keeping duties specifically undertaken by the Trustee, the County has procedures in place or will establish procedures to create and retain these records or to cause these records to be created and retained. Unless otherwise specifically instructed in a written opinion of Bond Counsel or to the extent otherwise provided in this Tax Agreement, the County shall retain and maintain these records until three years following the final maturity of (A) the Bonds or (B) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22.

Section 5.9. Execution in Counterparts. This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.10. Governing Law. This Tax Agreement will be governed by and construed in accordance with the laws of the State of Nebraska.

Section 5.11. Electronic Transactions. The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be stored, by electronic means.

[The remainder of this page is intentionally blank.]

The parties to this Tax Agreement have caused this Tax Compliance Agreement to be duly executed by their duly authorized officers as of the Issue Date of the Bonds.

SARPY COUNTY LEASING CORPORATION

By: _____
Name: Joni Jones
Title: President

THE COUNTY OF SARPY, NEBRASKA

By: _____
Name: Joni Jones
Title: Chair

UNION BANK AND TRUST COMPANY, Trustee

By: _____

Name: Ralene K. Klostermeyer

Title: Assistant Vice President and Trust Officer

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD

EXHIBIT B

IRS FORM 8038-G

ATTACHMENT TO IRS FORM 8038-G: .

\$9,290,000

**LEASE RENTAL REVENUE BONDS
(OMAHA ROYALS STADIUM PROJECT)**

SERIES 2009B

(BUILD AMERICA BONDS – DIRECT PAYMENT TO ISSUER)

PART II: Type of Issue

Line 11-18 Users of Bond Proceeds:

Form 8038-G Line Number	User Name	Employer Identification Number
18	Sarpy County Leasing Corporation	80-0495063
18	The County of Sarpy, Nebraska	47-6006504

EXHIBIT C

DESCRIPTION OF PROPERTY COMPRISING THE STADIUM PROJECT AND THE FINANCED FACILITY

The Stadium Project consists of the repairs and improvements set forth on the attached spreadsheet under the headings "Public Funding (Series A Tax Exempt and Series B Build America)" and "Private Funding (Series C Taxable)."

The Financed Facility encompasses acquisition, construction, furnishing and equipping of a baseball stadium and related facilities located within the geographic boundaries of the County. The planned repairs and improvements are set forth on the attached spreadsheet, under the heading "Private Funding (Series C Taxable)." The cost estimates on the attached spreadsheet are preliminary and subject to change.

EXHIBIT A

Sarpy County, Nebraska Supplementary Procedures for Tax Exempt Bonds July 19, 2010

- I. Timely Expenditure of Funds
 - A. See generally Section 4.3 of the TCA regarding timely expenditure of funds.
 - B. Every six months after the date of issuance Fiscal Administration will update a spreadsheet showing the available project proceeds, funds expended to date, and the % of funds expended to date. The percentages will be compared to the requirements generally set forth in Section 4.3 of the TCA
 - C. Fiscal Administration will place on MS Outlook a reminder to update the spreadsheet as outlined in section I.B above.
 - D. Prior to the issuance of the bonds, it will be determined by Fiscal Administration that all amounts borrowed will be spent to acquire or construct the project.

- II. Correct calculation of available Project Proceeds
 - A. When invoices and pay applications are received for the project they will be allocated by Fiscal Administration to the appropriate bond issue using the spreadsheet approved by bond counsel.
 - B. Once the invoices and pay applications are properly allocated, they will be approved by the Project Manager and submitted to the County Board of Commissioners for approval. After such approval checks will be issued to the Vendors and payment requisitions will be forwarded to the trustee for reimbursement to the County.
 - C. Interest earned on each bond's construction account will be spent in the same manner as the principal.

- III. Arbitrage yield restriction and rebate.
 - A. The firm of Berens & Tate Consulting Group 10050 Regency Circle, Omaha, NE 68114 will be used as Rebate Analyst as required in Section 4.4(b) of the TCA.
 - B. A successor Rebate Analyst will be engaged as provided in Section 4.5 of the TCA if required.

- IV. Costs of issuance do not exceed 2%.
 - A. Bond Counsel obtains from the underwriter specific information regarding the costs to be paid related to the bond issuance.
 - B. The Sarpy County Leasing Corporation (SCLC) will limit the payment of closing costs to the amount shown in the TCA to ensure that the 2% limitation on issuance costs is met.

- V. Proper determination of the interest payable.
 - A. To ensure that the proper amount of interest is paid on outstanding bonds, the

SCLC will utilize the Debt Service Schedule prepared by the bond underwriter and verified by bond counsel.

- B. In the event that a portion of the bond issue is redeemed in advance of the dates reflected on the debt service schedule, the bond underwriter will be contacted to prepare a revised debt analysis service schedule.

VI. Reporting proper refundable credit.

- A. Exhibit A of the TCA (Debt Service Schedule) will be used to prepare the 8038 - CP.
- B. If any special redemptions are made, Fiscal Administration will ensure that a revised Debt Service Schedule is amended into Exhibit A of the TCA.

VII. Timely filing of Form 8038 - CP.

- A. The Fiscal Administrator and Assistant Fiscal Administrator will place the filing dates for the Form 8038 - CP on their Microsoft Outlook (MSO) calendars for the entire term of the bond issue.
- B. The Sarpy County Information Systems department will back up the MSO to ensure that the filing dates can be rolled over if they are deleted for any reason.

VIII. Payment of interest credit to proper party.

- A. Refundable interest credits will be made to the bond trustee, as set forth in the attached Resolution (Exhibit B).
- B. In the event the bond trustee is replaced, a new Resolution will be approved by the County Board appointing a new trustee.

IX. Identification and Correction of Violations

- A. Any violations or possible violations of Federal regulations will be reported immediately and simultaneously to the Fiscal Administrator, County Administrator and County Attorney.
- B. Any identified violations will be corrected in a timely manner through remedial actions described in Treasury regulations or through the tax exempt bond Voluntary Closing Agreement Program described in Notice 2008-31.
- C. Prior to entering into any management contracts, leases or other similar documents relating to the Baseball Stadium Project, such documents will be submitted to Bond Counsel for review and opinion that the approval of such document will not adversely affect the tax status of the Build America Bonds.
- D. MSO will be set up to send a reminder on a semi-annual basis to the Fiscal Administrator, County Administrator and Deputy County Attorney that contracts, leases and other similar documents relating to the Baseball Stadium Project must be reviewed by Bond Counsel before being submitted to the County Board or SCLC Board of Directors for approval.

X. Maintenance of records.

- A. All records pertaining to the Baseball Stadium Project will be retained by the County Clerk's office until the final maturity of the Bonds or any reissued bonds plus three years in either paper or electronic form in accordance with Section 5.8 of the TCA.

- B. Pertinent records include but are not limited to:
 - 1. All original bond documents
 - 2. All contracts, leases and other similar documents related to the Baseball Stadium Project.
 - 3. All payment requisition forms and associated documentation.
 - 4. All trustee/paying agent statements including investment transaction reports.
 - C. Fiscal Administration will provide copies of the Trustee/Paying Agent statements to the County Clerk on a monthly basis.
 - D. On an annual basis, Fiscal Administration will provide a report or reports showing the source of revenues used to pay the debt service on the bonds. A reminder will be set up on MSO for the preparation of the report (s).
- XI. Bond record media.
- A. Baseball Stadium Project records and associated bond records will be maintained in paper or electronic format or in any combination thereof in the best judgement of the Sarpy County Clerk's office.
 - B. Electronic records will be maintained in accordance with Federal Regulations as set forth in the attached record retention exhibit.
- XII. Continuity of tax compliance monitoring.
- A. A task of monitoring compliance with Build America Bond requirements will be included in the job description for the Fiscal Administrator to ensure that compliance monitoring continues after personnel changes.
- XIII. Other tax exempt bond issues.
- A. This policy may also be used for tax compliance for other tax exempt bond issues.

EXHIBIT B

SARPY COUNTY LEASING CORPORATION

RESOLUTION AUTHORIZING RECEIPT OF REFUNDABLE CREDIT PAYMENT

WHEREAS, the Sarpy County Leasing Corporation (Leasing Corporation) has issued \$9,290,000 Lease Rental Revenue Bonds Series 2009B Build America Bonds (the Bonds); and,

WHEREAS, the Leasing Corporation is entitled to a reimbursement of a portion of the interest on such bonds in the form of a refundable credit payment; and,

WHEREAS, the Leasing Corporation has the option of directing the refundable credit payment to another entity; and,

WHEREAS, the Leasing Corporation has an Agreement with Union Bank and Trust Company to serve as Registrar and Paying Agent for the Bonds.

NOW, THEREFORE, BE IT RESOLVED, BY the Sarpy County Leasing Corporation that Union Bank and Trust Company is hereby directed to receive the refundable credit payment for the Bonds and to account for such bonds as provided in the previous Agreement.

DATED this 23rd day of February, 2010.

MOVED by Rusty Hike, seconded by Rich Jansen, that the above Resolution be adopted. Carried.

YEAS:	NAYS:	ABSENT:
<u>[Signature]</u>	<u>none</u>	<u>none</u>
<u>[Signature]</u>	_____	_____
<u>[Signature]</u>	_____	ABSTAIN:
<u>[Signature]</u>	_____	<u>none</u>
_____	_____	_____

Attest:

SEAL

[Signature]
Secretary

EXHIBIT C



JOB DESCRIPTION



Class Title: FISCAL ADMINISTRATOR / PURCHASING AGENT
Department: Fiscal/Purchasing
Division: Administration
Date: March 27, 1996

Grade Number: N/A Contracted
Union: EXEMPT
Location: Courthouse

GENERAL PURPOSE

Performs a variety of complex supervisory, professional, administrative and technical accounting, finance functions, managerial, purchasing goods and services, and contract administration for the County.

SUPERVISION RECEIVED

Works under the general direction of the County Administrator.

SUPERVISION EXERCISED

Supervises regular and part-time staff for Fiscal Administration, Purchasing, and Human Services.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Develops and administers procedures relating to the County budget development and establishment of the County tax levy; helps in evaluating requests related to financial restraints.
- Serves as the advisor to the County Board on budgetary, fiscal, tax matters, communicates official plans, policies, and procedures to staff and the general public.
- Manages and supervises assigned operations to achieve goals within available resources; plans and organizes workloads and staff assignments.
- Prepares county budget document by compiling anticipated and actual expenditures and revenues and evaluating which requests will not be allowed because of financial constraints.
- Monitors and analyzes revenues, expenditures and fund balances by comparing them with budgeted and prior year amounts to assure that the liquidity of all funds is maintained and that unanticipated situations are dealt with.
- Provides financial and accounting assistance to department heads by designing bookkeeping and accounting systems, preparing cost analysis, establishing internal control procedures, and locating errors and variations so that all records are properly maintained.
- Communicates official plans, policies and procedures to staff and the general public.
- Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
- Coordinates debt financing for the county by consulting with department heads, engineers and architects to determine the amount of financing necessary and consults with investment bankers and bond counsel to determine the best method of structuring the debt.
- Responds to oral and written requests for financial information from outside sources such as news media and the general public by reviewing the appropriate records and compiling the required information so that the outside sources can be informed.
- Coordinates legislative activities by identifying new legislation which affects the county, consulting with registered lobbyist, contacting state senators and testifying at committee hearings so that new law passed by the state legislature will be most beneficial to the county.
- Develops bid specifications by analyzing the specific needs of the project, and presents the requirements in a way that assures that the scope of the specifications are not too general or narrow and that will obtain the best service or product for the lowest cost.
- Purchases equipment, services and supplies for county and assure that items purchased are the most cost effective and meet requirements of bid specifications and make recommendations for award.
- Manages the accounting for federal grants by assisting with the preparation of the grant applications, becoming familiar with federal guidelines, budgeting for the grants and preparing quarterly reports to assure that all federal reporting and accounting requirements are met.
- Prepares a variety of studies, reports and related information for decision-making purposes.
- Establishes and maintains internal control procedures and assures that state and national standard accounting procedures are maintained.
- Develops financial studies and plans. Forecasts, estimates, and monitors the financial condition of the County to assure the fiscal well being of the County.
- Reviews purchase orders filed with the County Clerk to assure the proper budget code is charged and that the claim is appropriate for payment.
- Coordinates the audit of Sarpy County financial records by preparing financial statements, preparing audit specifications, assisting in the audit firm selection process; acts as a liaison between department heads and the audit firm so that the audit can be performed in an effective manner.



JOB DESCRIPTION



- Ensures safety regulations are followed and the County is adequately protected with liability and workers' compensation insurance by developing insurance specifications with NIRMA and insurance carriers; promotion and planning of safety programs through the Safety Committee, and reviewing insurance claims.
- "The Fiscal Administrator will ensure compliance with federal regulations related to tax exempt bonds as set forth in the Tax Exempt Bond Compliance Policy."
- Procures prices and bids, sealed and unsealed according to specifications.
- Seeks and oversees fiscal savings for the county through contraction services and procedural change within county departments to provide monetary savings.
- Reviews all expenditures for compliance to state laws and county resolutions.
- Develops a contract data base to monitor contract expiration, bid bond expiration and insurance expiration dates, generate reports and contain other needed information.

PERIPHERAL DUTIES

- Assists in managing the Sarpy County Human Services department.
- Develops finance related ordinances and resolutions.
- Represents the county at various conferences and meetings.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

(A) Graduation from an accredited four-year college or university with a degree in accounting, finance, business or public administration.

Necessary Knowledge, Skills and Abilities:

- (A) Considerable knowledge of modern governmental accounting theory, principles, and practices; considerable knowledge of internal control procedures and management information systems; considerable knowledge of office automation and computerized financial applications; considerable knowledge of public finance and fiscal planning; working knowledge of accounts payable functions; considerable knowledge of budgetary, accounting and reporting system;
- (B) Knowledge of purchasing requirements and procedures;
- (C) Knowledge of contract management requirements and procedures.
- (D) Ability to prepare and analyze complex financial reports; ability to maintain efficient and effective financial systems and procedures; ability to effectively supervise staff; ability to establish and maintain effective working relationships with employees, county officials; ability to communicate effectively orally and in writing;
- (E) Ability to operate listed office equipment.

SPECIAL REQUIREMENTS

A valid state driver's license or ability to obtain one. Must be bondable.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing and spreadsheet software; mainframe computer system; 10-key calculator; phone; copy machine; fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: _____
Supervisor

Approval: _____
Appointing Authority

EXHIBIT D

Memorandum

To: Issuers of Build America Bonds

From: Gilmore & Bell, P.C.

Date: March 17, 2010

Re: Direct Pay Bonds Compliance Check Questionnaire

The Internal Revenue Service (the "IRS") has begun mailing Form 14127 (Direct Pay Bonds Compliance Check Questionnaire) (the "Questionnaire") to all issuers of Build America Bonds ("BABs").

The purpose of this memorandum is to assist issuers in completing the Questionnaire by providing our interpretation of the questions asked in the Questionnaire and to review with issuers some of the provisions of the tax documents signed by the issuer at the time the BABs were issued. We believe the provisions of the tax documents if followed by the issuer constitute a form of "written procedures" related to post-issuance tax compliance. Thus, this memorandum also can serve as a guide for responding to the questions in the Questionnaire.

General Comments Related to the Questionnaire

The Questionnaire, as well as a description of the compliance check, is available on the IRS website: <http://www.irs.gov/taxexemptbond/article/0,,id=219301,00.html>.

The primary goal of the Questionnaire is to evaluate the post-issuance tax compliance and the record retention policies and procedures of governmental issuers of BABs. The IRS is required under the BAB program to "write the issuer a check" on each interest payment date. These payments – which equal 35% of the interest paid on the BABs – are referred to in this memorandum as interest subsidy payments.

The issuer is entitled to receive these interest subsidy payments only because it has agreed to spend bond proceeds for specific purposes as well as meet certain other specific requirements contained in the Internal Revenue Code of 1986, as amended (the "Code"). Under the Code, interest subsidy payments are treated as the equivalent of a federal tax refund. For this reason, the IRS has the obligation to take reasonable steps to assess whether the issuer is entitled to the interest subsidy payments. This requires an examination of whether the issuer met these tax requirements both at the time the bonds were issued and throughout the entire period the BABs remain outstanding. Therefore, it is not surprising that the IRS is interested in what "written procedures" the issuer has in place to ensure that the proceeds of the BABs (and the property financed by the BABs) are used in accordance with the federal tax requirements.

We recommend following three general principles when completing the Questionnaire.

1. Complete the Questionnaire and return it to the requested address in a timely fashion.

Issuers need to complete and return the Questionnaire by the due date established by the IRS letter if that is practical. If the issuer is unable to complete and return the Questionnaire by the due date, we recommend that it send a short letter to the IRS acknowledging receipt of the Questionnaire, explaining that more time is needed to respond, and providing a date by which the completed Questionnaire will be returned. Failure to complete and return the Questionnaire is likely to trigger a tax

audit of the BAB issue. This tax audit will focus on whether the issuer is entitled to receive the interest subsidy payments and is likely to be a much more time-consuming and expensive process for the issuer than the Questionnaire.

2. Answer truthfully to the best of your knowledge.

The Questionnaire must be signed under penalties of perjury. We expect that the IRS will make "spot check" follow-up inquiries/audits to determine whether the answers provided on a Questionnaire were factually accurate.

3. Do not assume that a particular answer is the "correct" answer.

As discussed in more detail below, some of the questions posed in the Questionnaire describe practices that we do not believe most issuers currently undertake. The "correct" answer is the answer that is factually accurate.

Questions Regarding "Written Policy and Procedures"

Many issuers have no single document dealing with policies and procedures related to post issuance compliance with federal tax laws. Instead, many issuers have a policy of complying with the covenants contained in the Federal Tax Certificate, Federal Tax Agreement or Tax Compliance Agreement ("Tax Agreement") prepared in connection with each tax-exempt or BAB issue. A signed copy of the Tax Agreement is contained in the bond documentation, usually called the "bond transcript." Gilmore & Bell provides a copy of the bond transcript to the issuer shortly after the BABs are issued.

The Tax Agreement for the BAB issue was signed by an official of the issuer at the time the BABs were issued. The governing body of the issuer agreed to comply with the terms of the Tax Agreement when it approved the Tax Agreement and authorized an official of the issuer to sign it. As such, we believe that many issuers consider the Tax Agreement to be the primary "written policy and procedures" document related to tax compliance for the BAB issue.¹

The responses set out below regarding the information contained in the Tax Agreement are based on the form of the Tax Agreement used in most transactions. Special circumstances may warrant a change to the Tax Agreement generally used. For example, the certifications obtained from an underwriter and included in the Tax Agreement for a public offering of the bonds generally are not the same as those provided if the bonds are sold to a single institutional investor, such as a local bank. For this reason, it is important for issuers to review the terms of the Tax Agreement used for the BAB issue to determine that the generally applicable provisions apply to the BABs it has issued.

Questions Regarding Pre-issuance Trading in BABs

Many bond lawyers and participants in the municipal finance industry were surprised by the inclusion in the Questionnaire of specific questions relating to actual sale prices for BABs during the few

¹ While not related to this specific Questionnaire, issuers need to have many of the same procedures in place for tax-exempt bonds as well as BABs. For this reason, issuers that have multiple outstanding tax-exempt bond issues as well as BABs may find it more practical to create a comprehensive bond compliance policy and procedures to coordinate compliance for all bond issues. For further information regarding preparation of a comprehensive written policy and procedures document, issuers can contact their bond attorney or one of the Gilmore & Bell tax attorneys listed below.

days following the date the BABs were sold to the underwriter (or to the original bond purchaser in the case of a private sale) and the date the issue closed – usually referred to as the “issue date.” This trading information became available for most bond issues last year when the Municipal Securities Rulemaking Board created an electronic issue reporting website called “EMMA.” Anyone can access this website by typing: <http://emma.msrb.org> on their web browser. There are instructions on the website for accessing information concerning the issuer, the BAB issue and secondary market trading in the BABs. Similar information is available for traditional tax-exempt bond issues.

Congress placed limits on the amount of premium on a BAB that is measured by the “issue price” of the BAB. For BABs sold in a public offering (whether in a competitive sale or a negotiated sale to an underwriter), the “issue price” of the bond is established on the date it is sold to the underwriter or the winning bidder in a competitive sale. This date typically is at least a week prior to the issue date, the date on which the issuer actually receives the BAB proceeds. The issue price of BABs is determined by reference to the price at which the bond is offered to individual or institutional *investors* (as contrasted with bond brokers, middlemen, underwriters or others who purchase the bonds with the intent to immediately resell the obligation at a profit). This “offering price” (purchase price, interest rate and terms) is the “*issue price*” so long as the underwriter or winning bidder in a competitive sale has made a bona fide offer to sell all of the bonds to individual or institutional investors and the underwriter reasonably expected to sell at least 10% of that maturity of the BABs to individuals or institutional investors at a price no higher than this price.

As part of every BAB and every tax-exempt bond issue, bond counsel requires the underwriter (or winning bidder in the case of BABs sold at a competitive sale) to make a written certification regarding the issue price of the bonds. As part of our engagement as bond counsel, we usually provide the issuer with a written opinion, based on representations, certifications and covenants contained in the Tax Agreement, that the bonds are BABs and qualify for interest subsidy payments. In order to give this opinion, Gilmore & Bell will check the “issue price” for each maturity of BABs against the limitations on excess premium contained in the Code. On this basis, Gilmore & Bell determines that none of the BABs were issued with too much original issue premium.

Guidance For Completing Answers to Specific Questions

1. *Do you have written procedures to ensure that none of the maturities of your Direct Pay Bonds are issued with more than a de minimis amount of premium as required by section 544A(d)(2)(C)?*

BABs sold at a competitive sale

- See the discussion regarding the issue price under “*Questions Regarding Pre-issuance Trading in BABs.*” The Notice of Bond Sale, included in the bond transcript, contains a provision notifying potential bidders for the bonds of the limit on the amount of premium permitted on each maturity of the bonds. The Notice of Bond Sale constitutes written direction regarding the permitted amount of premium, and the issuer relies on the underwriter and bond counsel to ensure the issuer’s bonds are not issued with more than a de minimis amount of premium. In addition, the winning bond purchaser provides a certification of the issue price as described above (bona fide offer for sale to public investors and expectation that at least 10% of the maturity would be sold at prices not higher than the offering price). Therefore, the issuer may check “Yes” to this question. The required explanation should include a statement that the appropriate limits on the amount of premium for each maturity of the bonds were included in the Notice of Bond Sale prepared by the financial advisor with input from bond counsel and that the winning

bidder provided a written certification of the issue price so that bond counsel could conclude that the BABs were not issued with more than a de minimis amount of premium.

BABs sold through a negotiated sale

- See the discussion regarding the issue price under "*Questions Regarding Pre-issuance Trading in BABs.*" The specific written procedures included in the bond documents regarding the limit on the amount of premium permitted on the bonds is contained in the underwriter's certificate described above. Therefore, the issuer may check "Yes". The issuer should attach an explanation to the effect that it relied on the underwriter's certification and bond counsel review and opinion to conclude that the BABs were not issued with more than a de minimis amount of premium.

2. *Are records of secondary market trading activity for your Direct Pay Bonds available through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system (see <http://www.emma.msrb.org>)?*

If Yes, did you or a consultant to the issuer, other than the underwriter or initial purchaser of the Direct Pay Bonds, review the records of the secondary market trading activity for the Direct Pay Bonds after the sale date of the bonds but before the bonds were delivered on the date of issue?

If Yes, that is, if such records were reviewed as described above, did any of your Direct Pay Bonds trade at a price greater than the issue price prior to the delivery of those Direct Pay Bonds on the date of issue?

- See the discussion regarding the issue price under "*Questions Regarding Pre-issuance Trading in BABs.*" While we anticipate that some issuers will be able to answer the first question with a "Yes" response, we do not anticipate that many issuers will be able to answer the second question with a "Yes" response and instead will need to answer the second question with a "No" or "Do not know" response. A "No" or "Do not know" response to the second question does not require a response to the third question but a "Do not know" response to the third question would also be appropriate for an issuer answering "No" or "Do not know" to the second question. Finally, some issuers simply may not know for certain whether their particular BABs issue is listed on EMMA. If this is the case, the issuer should check the "Do not know" box for these questions.

3. *Do you have written procedures to ensure that your Direct Pay Bonds remain in compliance with the following Federal tax requirements after the bonds are issued:*

For each of the subparts of question 3 for which the issuer answers "Yes" the Questionnaire requires the issuer to attach a statement describing in detail the procedures. For each "Yes" response, the issuer's detailed description may include a statement similar to the generic explanations below and that includes any additional written procedures that the issuer has in place. To the extent the issuer follows the Tax Agreement as its "written policy and procedures" the "date of adoption" would be the "issue date" of the BABs. This date should be noted on each response where the issuer is using the Tax Agreement as its "written policy." Written policies and procedures adopted prior to issuance of the BABs (e.g., policies and procedures related to accounting for tax-exempt bonds) also should be identified to the extent the issuer uses them to comply with similar tax requirements for BABs. Issuers also

should provide the date these other written policies or procedures were implemented in their response.

a. Timely expenditure of bond proceeds?

- In the Tax Agreement, the issuer represented that, as of the issue date, the issuer reasonably expected to spend at least 85% of the net sale proceeds (the sale proceeds of the bonds less any sale proceeds invested in a reserve fund) for the governmental purpose of the bonds within three years after the issue date. The issuer may wish to supplement this response with additional procedures it follows to spend the proceeds of the BABs in a timely fashion. For example, procedures the issuer follows to ensure that it does not proceed to issue bonds for a project until it is reasonably certain that all amounts borrowed will be spent to acquire or construct the financed project should be included.

b. Correct calculation of Available Project Proceeds (see section 54A(e)(4))?

- The issuer agreed in the Tax Agreement that 100% of Available Project Proceeds would be spent for capital expenditures. The Tax Agreement contains a calculation of the expected amount of Available Project Proceeds of the BABs that was prepared by bond counsel based on information provided by the issuer and the underwriter at closing. The issuer may wish to supplement this response to address how it accounts for the investment and expenditure of BAB proceeds (e.g. separate internal or external accounts, procedure for approval and allocation of expenditures of costs, etc.).

c. Use of 100% of Available Project Proceeds less amount in a reasonably required reserve fund only for capital expenditures (see section 54AA(g)(2)(A))?

- See response to "3-b".

d. Arbitrage yield restriction and rebate?

- The issuer agreed in the Tax Agreement to employ a firm to serve as the rebate analyst, to provide the rebate analyst with investment records on an ongoing basis so that rebate calculations or a rebate spending exception analysis and report can be prepared on specified rebate computation dates, and to pay any rebate to the United States. If necessary, a rebate analyst will also compute any yield adjustment payment liability. Articles III and IV of the Tax Agreement set forth specific procedures in order to ensure the required returns are filed and the required payments are made on time. The issuer may wish to supplement this response to describe any additional procedures it has in place.

e. Costs of issuance financed by the issue do not exceed 2% of the proceeds of the sale (see section 54A(e)(4)(A)(ii))?

- The Tax Agreement contains a representation that not more than 2% of the sale proceeds of the bonds would be used to pay costs of issuance. Gilmore & Bell's typical procedure is to obtain from the issuer and/or the underwriter specific information regarding the costs to be paid at closing related to the issuance of the BABs. These costs are typically paid on or immediately after the issue date.

Thus, we believe most issuers satisfy this obligation by spending BAB proceeds for costs of issuance identified to bond counsel as part of the Tax Agreement or other similar closing document.

f. Proper determination of the amount of interest payable on each interest payment date?

- In conjunction with the pricing of the issuer's bonds, the underwriter calculated the amount of interest payable on each interest payment date and bond counsel verified this calculation. An exhibit to the Tax Agreement is the Debt Service Schedule and Proof of Bond Yield, which also contains a calculation of the amount of interest payable on each interest payment date. We believe most issuer's use this schedule to determine the amount of interest to be paid on BABs. The issuer should include steps it will take to recalculate interest due on BABs in the event a portion of the BAB issue is redeemed in advance of the dates reflected in the Debt Service Schedule and Proof of Bond Yield prepared at closing. In general we expect that the issuer's procedure in this case would be identical to the procedure it uses to determine the debt service payment due on any of the issuer's other bonds.²

g. Proper amount of refundable credit reported on Form 8038-CP?

- Form 8038-CP must be filed with the IRS prior to each interest payment date to receive a BAB interest subsidy payment. Form 8038-CP requires the issuer to report the interest payable to bondholders on the interest payment date for which the subsidy payment is requested (referred to as a "refundable credit" in the Questionnaire). Form 8038-G (for bonds issued before March 1, 2010) or Form 8038-B (for bonds issued on or after March 1, 2010) is included as an exhibit to the Tax Agreement. A required attachment to Form 8038-G or Form 8038-B is a debt service schedule showing the anticipated amount of interest payable to bondholders on each interest payment date and the corresponding BAB interest subsidy payment. We understand most issuers will use this schedule, modified as necessary to account for any special redemptions not reflected on the schedule, as the guide to ensure the proper amount of refundable credit is reported on Form 8038-CP for each interest payment date.

h. Timely filing of Form 8038-CP?

- The Tax Agreement contains instructions to the issuer (1) that IRS Form 8038-CP must be filed no sooner than 90 days or later than 45 days prior to each interest payment date for the bonds in order to timely receive BAB interest subsidy payments; and (2) that the issuer is responsible for preparing Form 8038-CP and for making each filing. The issuer should include here any special procedures it has implemented to identify the official responsible for preparing the forms and filing them on time.

² In many cases the bond ordinance or trust indenture (also a part of the bond transcript) provides that the calculation of interest payable on the bonds and the interest subsidy payment will be made by, or with the assistance of, the trustee or paying agent.

i. Payment of refundable credit will be made to the proper person?

- The issuer's response to this question will depend upon any internal written procedure it has developed to ensure Form 8038-CP identifies the proper payee of the subsidy payment. Generally this will be either the issuer or the trustee/paying agent for the BABs.

4. *Do you have written procedures to ensure timely identification of violations of Federal tax requirements after your Direct Pay Bonds are issued and the timely correction of any identified violation(s) through remedial actions described in the Treasury Regulations or through the Tax-Exempt Bonds Voluntary Closing Agreement Program described under Notice 2008-31?*

- In the Tax Agreement, the issuer has agreed to specific provisions that require the issuer to seek a bond counsel tax opinion prior to entering into a management contract, lease, or other similar agreement with any party other than a local governmental entity. The required written opinion must conclude that the action, or proposed action, or the failure to act, or proposed failure to act, for which the opinion is required, will not adversely affect the issuer's right to receive any BAB interest subsidy payment in connection with interest paid on the bonds. The issuer should include any additional practices or procedures it has developed to monitor the use of the financed project so that situations that require obtaining a bond counsel opinion can be identified.

5. *Do you maintain records necessary to support the status of the bonds as qualified to receive the tax advantaged treatment described in section 54AA(g)?*

- In the Tax Agreement, the issuer has agreed to retain the following records (in paper or electronic form) for the term of the bonds plus three years:

(A) Documentation evidencing expenditure of bond proceeds in sufficient detail to determine the date of the expenditure, the asset acquired or the purpose of the expenditure.

(B) Documentation evidencing use of the bond financed property by public and private persons (e.g., copies of Management Agreements).

(C) Documentation evidencing all sources of payment or security for the bonds.

(D) Documentation pertaining to any investment of bond proceeds (including the purchase and sale of securities, SLGs subscriptions, actual investment income received from the investment of proceeds, guaranteed investment contracts, and (if required) rebate calculations).

6. *How do you maintain your bond records?*

- Honestly answer this question based on the issuer's actual record retention practices. Most issuers use paper and electronic media to store records.

Specific Help Completing Questionnaire

Gilmore & Bell can provide advice regarding completing the Questionnaire tailored to an issuer's situation upon request. Fees for this work will vary. Please call your Gilmore & Bell bond counsel or one of the tax lawyers listed below if you would like further information.

Marc McCarty	Lynd Mische	Mike McRobbie
mmccarty@gilmorebell.com	lmische@gilmorebell.com	mmcrobbe@gilmorebell.com
816 218 7574	816 218 7531	816 218 7553
Meghan Wiedel	James Dummitt	Alan Woolever
mwiedel@gilmorebell.com	jdummitt@gilmorebell.com	awoolever@gilmorebell.com
816 218 7586	816 218 7583	816 218 7587

EXHIBIT E

CLOSING CERTIFICATE AMERITAS INVESTMENT CORP.

\$18,985,000
Sarpy County Leasing Corporation
Lease Rental Revenue Bonds
(Omaha Royals Stadium Project)

Consisting of

\$4,195,000
Series 2009A

\$9,290,000
Taxable Series 2009B
(Build America Bonds –
Direct Payment To Issuer)

\$5,500,000
Taxable Series 2009C

Dated: date of delivery
(October 15, 2009)

The undersigned, AMERITAS INVESTMENT CORP., the underwriter (the "Underwriter") of the above-described Bonds (the "Bonds"), being issued on the date of this Closing Certificate by Sarpy County Leasing Corporation (the "Corporation"), certifies and represents as follows:

1. **Receipt for Bonds.** We acknowledge receipt of the Bonds from the Corporation on the date of this Certificate, consisting of fully registered Bonds numbered from R-1 consecutively upward within each Series, in the denomination of \$5,000 each or integral multiples thereof, dated the date of delivery (October 15, 2009) thereof, issued under the Trust Indenture dated October 15, 2009 (the "Indenture") between the Corporation and Union Bank and Trust Company (the "Trustee") authorizing the issuance of the Bonds.

2. **Public Offering.** All of the Bonds have been the subject of an initial offering to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers), at prices no higher than those shown on the cover of the Official Statement relating to the Bonds plus interest accrued on the Bonds from the dated date (the "Offering Prices"). On the basis of information available to us which we believe to be correct, we reasonably expect that at least 10% of the Bonds of each maturity will be sold to the public at initial offering prices no higher than such Offering Prices.

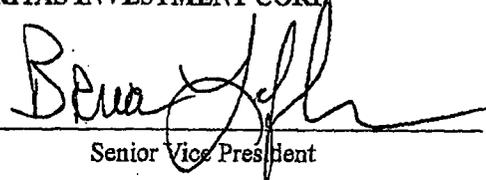
3. **Book-Entry Bonds.** It has taken all actions necessary to qualify the Bonds as book-entry bonds with the Depository Trust Company ("DTC"), New York, New York, including the preparation of the Blanket Letter of Representations, and that it has received verbal confirmation from DTC that the Bonds have been issued in book-entry form.

This certificate may be relied upon by the Corporation and The County of Sarpy, Nebraska in executing and delivering the Tax Agreement, and by Gilmore & Bell, P.C., Bond Counsel, in rendering its opinion relating to the exclusion of the interest on the Bonds from federal gross income.

DATED: October 15, 2009

AMERITAS INVESTMENT CORP

By:



Senior Vice President

EXHIBIT F

GILMORE & BELL

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

1248 "O" STREET, SUITE 710
LINCOLN, NEBRASKA 68508-1424

402-474-8000
FAX: 402-474-8550
WWW.GILMOREBELL.COM

KANSAS CITY, MISSOURI
ST. LOUIS, MISSOURI
WICHITA, KANSAS

October 15, 2009

Board of Directors
Sarpy County Leasing Corporation
1210 Golden Gate Drive
Papillion, Nebraska 68046

Board of Commissioners
The County of Sarpy, Nebraska
1210 Golden Gate Drive
Papillion, Nebraska 68046

Re: \$9,290,000 Sarpy County Leasing Corporation Lease Rental Revenue Bonds Omaha Royals Stadium Project), Taxable Series 2009B (Build America Bonds – Direct Payment to Issuer)

Ladies and Gentlemen:

We have acted as bond counsel to Sarpy County Leasing Corporation (the "Issuer"), in connection with the issuance of the above-captioned bonds (the "Series 2009B Bonds"). This opinion supplements our approving legal opinion dated the date of this opinion relating to the Series 2009B Bonds. We have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, that the Series 2009B Bonds constitute qualified "build America bonds" as defined in Section 54AA of the Internal Revenue Code of 1986, as amended (the "Code"), and the Issuer is entitled under Code section 6431 to receive direct payments from the United States equal to 35 percent of the interest paid on the Series 2009B Bonds on each payment date ("Interest Subsidy Payments"). The opinion set forth in this paragraph is subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2009B Bonds in order to preserve the status of the Bonds as qualified build America bonds, including all requirements applicable to bonds the interest on which is excluded from gross income for federal income tax purposes. The Issuer has agreed to comply with all of these requirements in the Tax Compliance Agreement dated as of October 15, 2009 executed in connection with

October 15, 2009

this transaction. Failure to comply with certain of these requirements may result in the termination of the Interest Subsidy Payments and a demand for repayment to the United States of all Interest Subsidy Payments made to the Issuer during the term of the Series 2009B Bonds.

Under current procedures of the U.S. Internal Revenue Service, the Issuer must submit in a timely manner a separate written request for payment of each Interest Subsidy Payment. Failure to comply with these procedures may result in late payment of one or more Interest Subsidy Payments.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

Gilmore & Bell, P.C.

EXHIBIT G



Office of the County Attorney

Hall of Justice · 1210 Golden Gate Drive · Suite 3147
Papillion, NE 68046-2889
(402) 593-2230 · FAX: (402) 593-4359

L. Kenneth Polikov
Sarpy County Attorney

October 15, 2009

Sarpy County Leasing Corporation
Papillion, Nebraska

Union Bank and Trust Company, Trustee
Lincoln, Nebraska

Ameritas Investment Corp.
Omaha, Nebraska

Re: \$4,195,000 Sarpy County Leasing Corporation Lease Rental Revenue Bonds (Omaha Royals Stadium Project), Series 2009A,

\$9,290,000 Sarpy County Leasing Corporation Lease Rental Revenue Bonds Omaha Royals Stadium Project), Taxable Series 2009B (Build America Bonds – Direct Payment to Issuer)

and

\$5,500,000 Sarpy County Leasing Corporation Lease Rental Revenue Bonds, Omaha Royals Stadium Project), Taxable Series 2009C

Ladies and Gentlemen:

I am a Deputy County Attorney for The County of Sarpy, Nebraska (the "County") and have acted as such in connection with the transactions provided for by the documents referred to herein in connection with the above-captioned Bonds issued to pay the costs of acquiring, constructing, furnishing and equipping a baseball stadium and related infrastructure and other facilities (the "Project"). The Bonds are being sold pursuant to a Bond Purchase Agreement dated September 18, 2009 (the "Purchase Agreement") between Ameritas Investment Corp. (the "Underwriter"), Sarpy County Leasing Corporation (the "Corporation") and the County. Any capitalized term used herein and not defined shall have the meaning assigned to it in the Purchase Agreement.

In this connection, I have reviewed and examined certain proceedings and documents with respect to the Bonds, and such records, certificates and other documents as I have considered necessary or appropriate for the purposes of this opinion, including resolutions adopted by the County, the Bond Documents, the Preliminary Official Statement dated September 14, 2009 and the Final Official Statement dated September 18, 2009 with respect to the Bonds (collectively, the "Official Statement") and a closing certificate of the County. Based on such review and such other considerations of law and fact as I believe to be relevant, I am of the opinion that:

1. The County is a county and a political subdivision and body corporate organized and existing under the laws of the State of Nebraska.

2. The County has complied with all provisions of the Constitution and the laws of the State of Nebraska, and has full power and authority to consummate all transactions contemplated by the Corporation Documents and any and all other agreements relating thereto.

3. The County has duly authorized all necessary action to be taken by the County for (a) the authorization and approval of the distribution of the Official Statement; (b) the execution, delivery, receipt and due performance of the County Documents and any and all such other agreements and documents as may be required to be executed, delivered and received by the County in order to carry out, give effect to and consummate the transactions contemplated by the County Documents and by the Official Statement; and (c) the carrying out, giving effect to and consummation of the transactions contemplated by the County Documents and the Official Statement, provided that no opinion is hereby expressed as to the compliance of the offer and sale of the Bonds with any securities law or regulation.

4. There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the County, threatened against or affecting the County (or, to its knowledge, any basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Bond Documents and the Official Statement or the validity of the Bonds or any of the Bond Documents or any agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the Bond Documents and the Official Statement.

5. The execution and delivery of the County Documents and the other agreements contemplated by the Bond Documents and the Official Statement, and compliance with the provisions thereof, will not conflict with or constitute on the part of the County a violation, a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which it is subject or by which it is or may be bound.

6. No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute an Event of Default under and as defined in the County Documents.

7. Based upon my experience as counsel for the County and on my review of the Official Statement, I have no reason that the Official Statement contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

I hereby consent to the references made to me in the Official Statement.

Sincerely,



Michael A. Smith
Deputy County Attorney



Cornell University
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TITLE 26 > Subtitle A > CHAPTER 1 > Subchapter A > PART IV > Subpart J > § 54AA

§ 54AA. Build America bonds

(a) In general

If a taxpayer holds a build America bond on one or more interest payment dates of the bond during any taxable year, there shall be allowed as a credit against the tax imposed by this chapter for the taxable year an amount equal to the sum of the credits determined under subsection (b) with respect to such dates.

(b) Amount of credit

The amount of the credit determined under this subsection with respect to any interest payment date for a build America bond is 35 percent of the amount of interest payable by the issuer with respect to such date.

(c) Limitation based on amount of tax

(1) In general

The credit allowed under subsection (a) for any taxable year shall not exceed the excess of—

- (A) the sum of the regular tax liability (as defined in section 26 (b)) plus the tax imposed by section 55, over
- (B) the sum of the credits allowable under this part (other than subpart C and this subpart).

(2) Carryover of unused credit

If the credit allowable under subsection (a) exceeds the limitation imposed by paragraph (1) for such taxable year, such excess shall be carried to the succeeding taxable year and added to the credit allowable under subsection (a) for such taxable year (determined before the application of paragraph (1) for such succeeding taxable year).

(d) Build America bond

(1) In general

For purposes of this section, the term "build America bond" means any obligation (other than a private activity bond) if—

- (A) the interest on such obligation would (but for this section) be excludable from gross income under section 103,
- (B) such obligation is issued before January 1, 2011, and
- (C) the issuer makes an irrevocable election to have this section apply.

(2) Applicable rules

For purposes of applying paragraph (1)—

- (A) for purposes of section 149 (b), a build America bond shall not be treated as federally guaranteed by reason of the credit allowed under subsection (a) or section 6431,
- (B) for purposes of section 148, the yield on a build America bond shall be determined without regard to the credit allowed under subsection (a), and
- (C) a bond shall not be treated as a build America bond if the issue price has more than a de minimis amount (determined under rules similar to the rules of section 1273(a)(3)) of premium over the stated principal amount of the bond.

(e) Interest payment date

For purposes of this section, the term "interest payment date" means any date on which the holder of record of the build America bond is entitled to a payment of interest under such bond.

(f) Special rules

(1) Interest on build America bonds includible in gross income for Federal income tax purposes

For purposes of this title, interest on any build America bond shall be includible in gross income.

(2) Application of certain rules

Rules similar to the rules of subsections (f), (g), (h), and (i) of section 54A shall apply for purposes of the credit allowed under subsection (a).

(g) Special rule for qualified bonds issued before 2011

In the case of a qualified bond issued before January 1, 2011—

(1) Issuer allowed refundable credit

In lieu of any credit allowed under this section with respect to such bond, the issuer of such bond shall be allowed a credit as provided in section 6431.

(2) Qualified bond

For purposes of this subsection, the term "qualified bond" means any build America bond issued as part of an issue if—

(A) 100 percent of the excess of—

(i) the available project proceeds (as defined in section 54A) of such issue, over

(ii) the amounts in a reasonably required reserve (within the meaning of section 150 (a)(3)) with respect to such issue,

are to be used for capital expenditures, and

(B) the issuer makes an irrevocable election to have this subsection apply.

(h) Regulations

The Secretary may prescribe such regulations and other guidance as may be necessary or appropriate to carry out this section and section 6431.

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TITLE 26 > Subtitle A > CHAPTER 1 > Subchapter A > PART IV > Subpart I > § 54A

§ 54A. Credit to holders of qualified tax credit bonds

(a) Allowance of credit

If a taxpayer holds a qualified tax credit bond on one or more credit allowance dates of the bond during any taxable year, there shall be allowed as a credit against the tax imposed by this chapter for the taxable year an amount equal to the sum of the credits determined under subsection (b) with respect to such dates.

(b) Amount of credit

(1) In general

The amount of the credit determined under this subsection with respect to any credit allowance date for a qualified tax credit bond is 25 percent of the annual credit determined with respect to such bond.

(2) Annual credit

The annual credit determined with respect to any qualified tax credit bond is the product of—

- (A) the applicable credit rate, multiplied by
- (B) the outstanding face amount of the bond.

(3) Applicable credit rate

For purposes of paragraph (2), the applicable credit rate is the rate which the Secretary estimates will permit the issuance of qualified tax credit bonds with a specified maturity or redemption date without discount and without interest cost to the qualified issuer. The applicable credit rate with respect to any qualified tax credit bond shall be determined as of the first day on which there is a binding, written contract for the sale or exchange of the bond.

(4) Special rule for issuance and redemption

In the case of a bond which is issued during the 3-month period ending on a credit allowance date, the amount of the credit determined under this subsection with respect to such credit allowance date shall be a ratable portion of the credit otherwise determined based on the portion of the 3-month period during which the bond is outstanding. A similar rule shall apply when the bond is redeemed or matures.

(c) Limitation based on amount of tax

(1) In general

The credit allowed under subsection (a) for any taxable year shall not exceed the excess of—

- (A) the sum of the regular tax liability (as defined in section 26 (b)) plus the tax imposed by section 55, over
- (B) the sum of the credits allowable under this part (other than subparts C and J and this subpart).

(2) Carryover of unused credit

If the credit allowable under subsection (a) exceeds the limitation imposed by paragraph (1) for such taxable year, such excess shall be carried to the succeeding taxable year and added to the credit allowable under subsection (a) for such taxable year (determined before the application of paragraph (1) for such succeeding taxable year).

(d) Qualified tax credit bond

For purposes of this section—

(1) Qualified tax credit bond

The term "qualified tax credit bond" means—

- (A) a qualified forestry conservation bond,
- (B) a new clean renewable energy bond,
- (C) a qualified energy conservation bond,

(E) a qualified school construction bond,

which is part of an issue that meets requirements of paragraphs (2), (3), (4), (5), and (6).

(2) Special rules relating to expenditures

(A) In general

An issue shall be treated as meeting the requirements of this paragraph if, as of the date of issuance, the issuer reasonably expects—

- (i) 100 percent or more of the available project proceeds to be spent for 1 or more qualified purposes within the 3-year period beginning on such date of issuance, and
- (ii) a binding commitment with a third party to spend at least 10 percent of such available project proceeds will be incurred within the 6-month period beginning on such date of issuance.

(B) Failure to spend required amount of bond proceeds within 3 years

(i) **In general** To the extent that less than 100 percent of the available project proceeds of the issue are expended by the close of the expenditure period for 1 or more qualified purposes, the issuer shall redeem all of the nonqualified bonds within 90 days after the end of such period. For purposes of this paragraph, the amount of the nonqualified bonds required to be redeemed shall be determined in the same manner as under section 142.

(ii) **Expenditure period** For purposes of this subpart, the term "expenditure period" means, with respect to any issue, the 3-year period beginning on the date of issuance. Such term shall include any extension of such period under clause (iii).

(iii) **Extension of period** Upon submission of a request prior to the expiration of the expenditure period (determined without regard to any extension under this clause), the Secretary may extend such period if the issuer establishes that the failure to expend the proceeds within the original expenditure period is due to reasonable cause and the expenditures for qualified purposes will continue to proceed with due diligence.

(C) Qualified purpose

For purposes of this paragraph, the term "qualified purpose" means—

- (i) in the case of a qualified forestry conservation bond, a purpose specified in section 54B (e),
- (ii) in the case of a new clean renewable energy bond, a purpose specified in section 54C (a)(1),
- (iii) in the case of a qualified energy conservation bond, a purpose specified in section 54D (a)(1),
- (iv) in the case of a qualified zone academy bond, a purpose specified in section 54E (a)(1), and
- (v) in the case of a qualified school construction bond, a purpose specified in section 54F (a)(1).

(D) Reimbursement

For purposes of this subtitle, available project proceeds of an issue shall be treated as spent for a qualified purpose if such proceeds are used to reimburse the issuer for amounts paid for a qualified purpose after the date that the Secretary makes an allocation of bond limitation with respect to such issue, but only if—

- (i) prior to the payment of the original expenditure, the issuer declared its intent to reimburse such expenditure with the proceeds of a qualified tax credit bond,
- (ii) not later than 60 days after payment of the original expenditure, the issuer adopts an official intent to reimburse the original expenditure with such proceeds, and
- (iii) the reimbursement is made not later than 18 months after the date the original expenditure is paid.

(3) Reporting

An issue shall be treated as meeting the requirements of this paragraph if the issuer of qualified tax credit bonds submits reports similar to the reports required under section 149 (e).

(4) Special rules relating to arbitrage

(A) In general

An issue shall be treated as meeting the requirements of this paragraph if the issuer satisfies the requirements of section 148 with respect to the proceeds of the issue.

(B) Special rule for investments during expenditure period

An issue shall not be treated as failing to meet the requirements of subparagraph (A) by reason of any investment of available project proceeds during the expenditure period.

(C) Special rule for reserve funds

An issue shall not be treated as failing to meet the requirements of subparagraph (A) by reason of any fund which is expected to be used to repay such issue if—

(II) such fund is funded in a manner reasonably expected to result in an amount not greater than an amount necessary to repay the issue, and

(III) the yield on such fund is not greater than the discount rate determined under paragraph (5)(B) with respect to the issue.

(5) Maturity limitation

(A) In general

An issue shall be treated as meeting the requirements of this paragraph if the maturity of any bond which is part of such issue does not exceed the maximum term determined by the Secretary under subparagraph (B).

(B) Maximum term

During each calendar month, the Secretary shall determine the maximum term permitted under this paragraph for bonds issued during the following calendar month. Such maximum term shall be the term which the Secretary estimates will result in the present value of the obligation to repay the principal on the bond being equal to 50 percent of the face amount of such bond. Such present value shall be determined using as a discount rate the average annual interest rate of tax-exempt obligations having a term of 10 years or more which are issued during the month. If the term as so determined is not a multiple of a whole year, such term shall be rounded to the next highest whole year.

(6) Prohibition on financial conflicts of interest

An issue shall be treated as meeting the requirements of this paragraph if the issuer certifies that—

(A) applicable State and local law requirements governing conflicts of interest are satisfied with respect to such issue, and

(B) if the Secretary prescribes additional conflicts of interest rules governing the appropriate Members of Congress, Federal, State, and local officials, and their spouses, such additional rules are satisfied with respect to such issue.

(e) Other definitions

For purposes of this subchapter—

(1) Credit allowance date

The term "credit allowance date" means—

(A) March 15,

(B) June 15,

(C) September 15, and

(D) December 15.

Such term includes the last day on which the bond is outstanding.

(2) Bond

The term "bond" includes any obligation.

(3) State

The term "State" includes the District of Columbia and any possession of the United States.

(4) Available project proceeds

The term "available project proceeds" means—

(A) the excess of—

(I) the proceeds from the sale of an issue, over

(II) the issuance costs financed by the issue (to the extent that such costs do not exceed 2 percent of such proceeds), and

(B) the proceeds from any investment of the excess described in subparagraph (A).

(f) Credit treated as interest

For purposes of this subtitle, the credit determined under subsection (a) shall be treated as interest which is includible in gross income.

(g) S Corporations and partnerships

In the case of a tax credit bond held by an S corporation or partnership, the allocation of the credit allowed by this section to the shareholders of such corporation or partners of such partnership shall be treated as a distribution.

(h) Bonds held by real estate investment trusts

If any qualified tax credit bond is held by a real estate investment trust, the credit determined under subsection (a) shall be allowed to beneficiaries of such trust (and any gross income included under subsection (A) with respect to such credit shall be distributed to such

(l) Credits may be stripped

Under regulations prescribed by the Secretary—

(1) In general

There may be a separation (including at issuance) of the ownership of a qualified tax credit bond and the entitlement to the credit under this section with respect to such bond. In case of any such separation, the credit under this section shall be allowed to the person who on the credit allowance date holds the instrument evidencing the entitlement to the credit and not to the holder of the bond.

(2) Certain rules to apply

In the case of a separation described in paragraph (1), the rules of section 1286 shall apply to the qualified tax credit bond as if it were a stripped bond and to the credit under this section as if it were a stripped coupon.

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EXHIBIT J

Form **8038-G**

Information Return for Tax-Exempt Governmental Obligations

(Rev. November 2000)

▶ Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority			If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Sarpy County Leasing Corporation	2 Issuer's employer identification number 80 0495063			
3 Number and street (or P.O. box if mail is not delivered to street address) 1210 Golden Gate Drive	Room/suite	4 Report number 3 2009-2		
5 City, town, or post office, state, and ZIP code Papillion, Nebraska 68046		6 Date of issue October 15, 2009		
7 Name of issue Lease Rental Revenue Bonds (Omaha Royals Stadium Project) Series 2009B (Build America)		8 CUSIP number 80373K AQ9		
9 Name and title of officer or legal representative whom the IRS may call for more information Brian Hanson, Treasurer		10 Telephone number of officer or legal representative (402) 593-2349		

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule	
11 <input type="checkbox"/> Education	11
12 <input type="checkbox"/> Health and hospital	12
13 <input type="checkbox"/> Transportation	13
14 <input type="checkbox"/> Public safety	14
15 <input type="checkbox"/> Environment (Including sewage bonds)	15
16 <input type="checkbox"/> Housing	16
17 <input type="checkbox"/> Utilities	17
18 <input checked="" type="checkbox"/> Other. Describe ▶ Build America Bond (payment option)	18 9,252,513
19 If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield	
21 12/15/2035	\$ 9,252,513	\$ 9,290,000	21.738 years	4.0461370 %	

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22 Proceeds used for accrued interest					22
23 Issue price of entire issue (enter amount from line 21, column (b))					23 9,252,513
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	14,680			
25 Proceeds used for credit enhancement	25	0			
26 Proceeds allocated to reasonably required reserve or replacement fund	26	0			
27 Proceeds used to currently refund prior issues	27	0			
28 Proceeds used to advance refund prior issues	28	0			
29 Total (add lines 24 through 28)	29				14,680
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30				9,237,833

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	▶ N/A years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	▶ N/A years
33 Enter the last date on which the refunded bonds will be called	▶ N/A
34 Enter the date(s) the refunded bonds were issued	▶ N/A

Part VI Miscellaneous	
35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35 0
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a 0
b Enter the final maturity date of the guaranteed investment contract	▶ N/A
37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer	▶ _____ and the date of the issue ▶ _____
38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box	▶ <input type="checkbox"/>
39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	▶ <input type="checkbox"/>
40 If the issuer has identified a hedge, check box	▶ <input type="checkbox"/>

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Sign Here

Brian Hanson	October 15, 2009	Brian Hanson, Treasurer
Signature of issuer's authorized representative	Date	Type or print name and title

ATTACHMENT TO FORM 8038-G

\$9,280,000

Sarpy County, Nebraska
Baseball Stadium Project
(Build America Bonds)
Series 2009

Part I Reporting Authority

Issuer's Name Sarpy County, Nebraska
Issuer's EIN xx-xxxxxxx
Date of Issue 10/15/2009

Part II Type of Issue

- 11 Education
- 12 Health and hospital
- 13 Transportation
- 14 Public Safety
- 15 Environment (including sewage bonds)
- 16 Housing
- 17 Utilities
- 18 Other. Describe infrastructure and economic development

ATTACHMENT TO FORM 8038-G

\$9,290,000

Sarpy County, Nebraska
Baseball Stadium Project
(Build America Bonds)
Series 2009

Fixed Rate Bond - Debt Service Schedule

Date	Principal	Coupon	Interest	Subsidy Payment	Net Total Payments	Bond Balance	Fiscal Total
10/15/2009	-	-	382,410.00	(133,843.30)	248,566.50	9,290,000.00	-
06/15/2010	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	434,991.38
12/15/2010	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	-
06/15/2011	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	372,849.76
12/15/2011	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	-
06/15/2012	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	372,849.76
12/15/2012	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	-
06/15/2013	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	372,849.76
12/15/2013	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	-
06/15/2014	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	372,849.76
12/15/2014	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	-
06/15/2015	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	372,849.76
12/15/2015	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	-
06/15/2016	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	372,849.76
12/15/2016	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	-
06/15/2017	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	372,849.76
12/15/2017	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	-
06/15/2018	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	372,849.76
12/15/2018	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	-
06/15/2019	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	372,849.76
12/15/2019	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	-
06/15/2020	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	372,849.76
12/15/2020	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	-
06/15/2021	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	372,849.76
12/15/2021	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	-
06/15/2022	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	372,849.76
12/15/2022	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	-
06/15/2023	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	372,849.76
12/15/2023	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	-
06/15/2024	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	372,849.76
12/15/2024	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	-
06/15/2025	-	-	286,807.50	(100,382.62)	186,424.88	9,290,000.00	372,849.76
12/15/2025	615,000.00	6.050%	286,807.50	(100,382.62)	801,424.88	8,675,000.00	987,849.76
06/15/2026	-	-	268,203.75	(93,871.31)	174,332.44	8,015,000.00	-
12/15/2026	660,000.00	6.050%	268,203.75	(93,871.31)	834,332.44	8,015,000.00	1,008,664.88
06/15/2027	-	-	248,238.75	(86,883.56)	161,355.19	8,015,000.00	-
12/15/2027	700,000.00	6.050%	248,238.75	(86,883.56)	861,355.19	7,315,000.00	1,022,710.38
06/15/2028	-	-	227,063.75	(79,472.31)	147,591.44	7,315,000.00	-
12/15/2028	745,000.00	6.050%	227,063.75	(79,472.31)	892,591.44	6,370,000.00	1,040,182.88
06/15/2029	-	-	204,577.50	(71,584.62)	132,992.88	6,370,000.00	-
12/15/2029	785,000.00	6.050%	204,577.50	(71,584.62)	917,942.88	5,785,000.00	1,050,885.76
06/15/2030	-	-	180,781.25	(63,273.43)	117,507.82	5,785,000.00	-
12/15/2030	825,000.00	6.250%	180,781.25	(63,273.43)	942,507.82	4,960,000.00	1,060,015.64
06/15/2031	-	-	155,000.00	(54,250.00)	100,750.00	4,960,000.00	-
12/15/2031	875,000.00	6.250%	155,000.00	(54,250.00)	975,750.00	4,085,000.00	1,076,500.00
06/15/2032	-	-	127,656.25	(44,679.68)	82,976.57	4,085,000.00	-
12/15/2032	930,000.00	6.250%	127,656.25	(44,679.68)	1,012,976.57	3,155,000.00	1,095,933.14
06/15/2033	-	-	98,593.75	(34,507.81)	64,085.94	3,155,000.00	-
12/15/2033	990,000.00	6.250%	98,593.75	(34,507.81)	1,054,085.94	2,165,000.00	1,118,171.88
06/15/2034	-	-	67,656.25	(23,679.68)	43,976.57	2,165,000.00	-
12/15/2034	1,050,000.00	6.250%	67,656.25	(23,679.68)	1,093,976.57	1,115,000.00	1,137,933.14
06/15/2035	-	-	34,843.75	(12,195.31)	22,648.44	1,115,000.00	-
12/15/2035	1,115,000.00	6.250%	34,843.75	(12,195.31)	1,137,648.44	-	1,160,296.88
Total	\$9,290,000.00	-	\$12,498,572.89	(4,374,500.14)	\$17,414,072.36	-	\$17,414,072.36

First Optional Redemption Date: 12/15/2019

ATTACHMENT TO IRS FORM 8038-G:

\$9,290,000
LEASE RENTAL REVENUE BONDS
(OMAHA ROYALS STADIUM PROJECT)
SERIES 2009B
(BUILD AMERICA BONDS - DIRECT PAYMENT TO ISSUER)

PART II: Type of Issue

Line 11-18 Users of Bond Proceeds:

Form 8038-G Line Number	User Name	Employer Identification Number
18	Sarpy County Leasing Corporation	80-0495063
18	The County of Sarpy, Nebraska	47-6006504



EXHIBIT K

Tax Exempt Bond FAQs regarding Record Retention Requirements

During the course of an examination, IRS Tax Exempt Bonds (TEB) agents will request all material records and information necessary to support a municipal bond issue's compliance with section 103 of the Internal Revenue Code. The following information is intended solely to answer frequently asked questions concerning how the broad record retention requirements under section 6001 of the Code apply to tax-exempt bond transactions. Although this document provides information with respect to many of the concerns raised by members of the municipal finance industry about record retention, it is not to be cited as an authoritative source on these requirements. TEB recommends that issuers and other parties to tax-exempt bond transactions review section 6001 of the Code and the corresponding Income Tax Regulations in consultation with their counsel.

These frequently asked questions and answers are provided for general information only and should not be cited as any type of legal authority. They are designed to provide the user with information required to respond to general inquiries. Due to the uniqueness and complexities of Federal tax law, it is imperative to ensure a full understanding of the specific question presented, and to perform the requisite research to ensure a correct response is provided.

The freely available [Adobe Acrobat Reader](#) software is required to view, print, and search the questions and answers listed below.

1. [Why keep records with respect to tax-exempt bond transactions?](#)
2. [Who may maintain records?](#)
3. [What are the basic records that should be retained?](#)
4. [Are these the only records that need to be maintained?](#)
5. [In what format must the records be kept?](#)
6. [How long should records be kept?](#)
7. [How does this general rule apply to refundings?](#)
8. [What happens if records aren't maintained?](#)
9. [Can a failure to properly maintain records be corrected?](#)
10. [Are there exceptions to the general rule regarding record retention for certain types of records?](#)

Why keep records with respect to tax-exempt bond transactions?

Section 6001 of the Internal Revenue Code provides the general rule for the proper retention of records for federal tax purposes. Under this provision, every person liable for any tax imposed by the Code, or for the collection thereof, must keep such records, render such statements, make such returns, and comply with such rules and regulations as the Secretary may from time to time prescribe. Section 1.6001-1(a) of the Income Tax Regulations amplifies this general rule by providing that any person subject to income tax, or any person required to file a return of information with respect to income, must keep such books and records, including inventories, as are sufficient to establish the amount of gross income, deductions, credits, or other matters required to be shown by that person in any return of such tax or information.

The IRS regularly advises taxpayers to maintain sufficient records to support their tax deductions, credits and exclusions. In the case of a tax-exempt bond transaction, the primary taxpayers are the beneficial holders of the bonds. However, in most cases, the beneficial holders of tax-exempt bonds will not have any records to support their exclusion of the interest paid on those bonds. Instead, these records will generally be found in the bond transcript and the books and records of the issuer, the conduit borrower, and other participants to the transaction. Therefore, in order to ensure the continued exclusion of interest by the beneficial holders, it is important that the issuer, the conduit borrower and other participants retain sufficient records to support the continued exclusion being taken by the beneficial holders of the bonds. Pursuant to this statutory regime, IRS agents conducting examinations of tax-exempt bond transactions will look to these parties to provide books, records, and other information documents supporting the bonds continued compliance with federal tax requirements.

Additionally, in the case of many private activity bonds, the conduit borrowers are also primary taxpayers. For instance, the conduit borrower will generally deduct the interest indirectly paid on the bond issue through the loan documents. Conduit borrowers are also often entitled to claim depreciation deductions for bond-financed property. Consequently, conduit borrowers should maintain sufficient records to support their interest deductions, depreciation deductions or other tax deductions, exclusions or credits related to the tax-exempt bond issue.

Moreover, issuers and conduit borrowers should retain sufficient records to show that all tax-exempt bond related returns submitted to the IRS are correct. Such returns include, for example, IRS Forms 8038, 8038-G, 8038-GC, 8038-T, and 8038-R.

In addition to the general rules under section 6001, issuers and conduit borrowers are subject to specific recordkeeping requirements imposed by various other Code sections and regulations. For example, section 1.148-5(d)(5)(iii)(E) of the arbitrage regulations requires that an issuer retain certain records necessary to qualify for the safe harbor for establishing fair market value for guaranteed investment contracts and investments purchased for a yield restricted defeasance escrow.

[Return to List of FAQs](#)

1. issuers as the party responsible for satisfying the filing requirements under section 148(e) of the Code;
2. conduit borrowers for deductions taken for payment of interest on outstanding bonds or depreciation of bond-financed facilities; and
3. bondholders, lenders, and lessors as recipients of exempt income from the interest paid on the bonds.

Since many of the same records may be examined to verify, for example, both the tax-exempt status of the bonds and the interest deductions of the conduit borrower, it is advisable for the bond documents to specify which party will bear the responsibility for maintaining the basic records relating to a bond transaction. Additional parties may also be responsible for maintaining records under contract with any of the parties named above. For example, a trustee may agree to maintain certain records pursuant to the trust indenture.

[Return to List of FAQs](#)

What are the basic records that should be retained?

Although the required records to be retained depend on the transaction and the requirements imposed by the Code and the regulations, records common to most tax-exempt bond transactions include:

- Basic records relating to the bond transaction (including the trust indenture, loan agreements, and bond counsel opinion);
- Documentation evidencing expenditure of bond proceeds;
- Documentation evidencing use of bond-financed property by public and private sources (i.e., copies of management contracts and research agreements);
- Documentation evidencing all sources of payment or security for the bonds; and
- Documentation pertaining to any investment of bond proceeds (including the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received the investment of proceeds, guaranteed investment contracts, and rebate calculations).

[Return to List of FAQs](#)

Are these the only records that need to be maintained?

No, the list above is very general and only highlights the basic records that are typically material to many types of tax-exempt bond financings. Each transaction is unique and may, accordingly, have other records that are material to the requirements applicable to that financing. The decision as to whether any particular record is material must be made on a case-by-case basis and could take into account a number of factors, including, for instance, the various expenditure exceptions. Moreover, certain records may be necessary to support information related to certain requirements applicable to specific types of qualified private activity bonds. With respect to single and multifamily housing bonds as well as small issue industrial development bonds, examples of such additional material records include:

Single Family Housing Bonds	<ul style="list-style-type: none"> • Documents evidencing that at least 20% of proceeds were available for owner financing of targeted area residences. • Documentation evidencing proper notification of each mortgagor of potential liability of the mortgage subsidy recapture tax.
Multi-Family Housing Bonds	<ul style="list-style-type: none"> • Documentation evidencing that the facility is not used on a transient basis. • Documentation evidencing compliance with the income set-aside requirements. • Documentation evidencing timely correction, if any, of noncompliance with the income set-aside requirements.
Small Issue Industrial Development Bonds	<ul style="list-style-type: none"> • Documentation evidencing compliance with the \$10,000,000 limitation on the aggregate face amount of the issue. • Documentation evidencing that no test-period beneficiary has been allocated more than \$40,000,000 in bond proceeds.

[Return to List of FAQs](#)

In what format must the records be kept?

All records should be kept in a manner that ensures their complete access to the IRS for so long as they are material. While this is typically accomplished through the maintenance of hard copies, taxpayers may keep their records in an electronic format if certain requirements are satisfied.

Rev. Proc. 97-22, 1997-1 C.B. 652 provides guidance to taxpayers that maintain books and records by using an electronic storage system that either images their hardcopy (paper) books and records, or transfers their computerized books and records to an electronic storage system. Such a system must meet the following requirements:

these requirements is as follows:

1. The system must ensure an accurate and complete transfer of the hardcopy books and records to the electronic storage system and contain a retrieval system that indexes, stores, preserves, retrieves, and reproduces all transferred information.
2. The system must include reasonable controls and quality assurance programs that (a) ensure the integrity, accuracy, and reliability of the system; (b) prevent and detect the unauthorized creation of, addition to, alteration of, deletion of, or deterioration of electronically stored books and records; (c) institute regular inspections and evaluations; and (d) reproduce hardcopies of electronically stored books and records that exhibit a high degree of legibility and readability.
3. The information maintained in the system must be cross-referenced with the taxpayer's books and records in a manner that provides an audit trail to the source document(s).
4. The taxpayer must maintain, and provide to the Service upon request, a complete description of the electronic storage system including all procedures relating to its use and the indexing system.
5. During an examination, the taxpayer must retrieve and reproduce hardcopies of all electronically stored books and records requested by the Service and provide the Service with the resources necessary to locate, retrieve, read and reproduce any electronically stored books and records.
6. The system must not be subject, in whole or in part, to any agreement that would limit the Service's access to and use of the system.
7. The taxpayer must retain electronically stored books and records so long as their contents may become material in the administration of federal tax law.

[Return to List of FAQs](#)

How long should records be kept?

Section 1.6001-1(e) of the Regulations provides that records should be retained for so long as the contents thereof are material in the administration of any internal revenue law. With respect to a tax-exempt bond transaction, the information contained in certain records support the exclusion from gross income taken at the bondholder level for both past and future tax years. Therefore, as long as the bondholders are excluding from gross income the interest received on account of their ownership of the tax-exempt bonds, certain bond records will be material. Similarly, in a conduit financing, the information contained in the bond records is necessary to support the interest deduction taken by the conduit borrower for both past and future tax years for its payment of interest on the bonds.

To support these tax positions, material records should generally be kept for as long as the bonds are outstanding, plus 3 years after the final redemption date of the bonds. This rule is consistent with the specific record retention requirements under section 1.148-5(d)(5)(ii)(E) of the arbitrage regulations.

Certain federal, state, or local record retention requirements may also apply.

[Return to List of FAQs](#)

How does this general rule apply to refundings?

For certain federal tax purposes, a refunding bond issue is treated as replacing the original new money issue. To this end, the tax-exempt status of a refunding issue is dependent upon the tax-exempt status of the refunded bonds. Thus, certain material records relating to the original new money issue and all material records relating to the refunding issue should be maintained until 3 years after the final redemption of both bond issues.

[Return to List of FAQs](#)

What happens if records aren't maintained?

During the course of an examination, TEB agents will request material records and information in order to determine whether a tax-exempt bond transaction meets the requirements of the Code and regulations. If these records have not been maintained, then the issuer, conduit borrower or other party may have difficulty demonstrating compliance with all federal tax law requirements applicable to that transaction. A determination of noncompliance by the IRS with respect to a bond issue can have various outcomes, including a determination that the interest paid on the bonds should be treated as taxable, that additional arbitrage rebate may be owed, or that the conduit borrower is not entitled to certain deductions.

Additionally, a conduit borrower who fails to keep adequate records may also be subject to an accuracy-related penalty under section 6652 of the Code on the underpayment of tax attributable to any denied deductions. Section 6652 of the Code imposes a penalty on any portion of an underpayment of tax required to be shown on a return that is attributable to one of several factors, including negligence or disregard of rules or regulations. Section 1.6652-3(b)(1) of the Regulations provides that negligence includes any failure by the taxpayer to keep adequate books and records or to substantiate items properly. Under section 6652(a) of the Code, the penalty is equal to 20 percent of the portion of the underpayment of tax attributable to the negligence. Section 6654(c)(1) provides an exception to the imposition of accuracy-related penalties if the taxpayer shows that there was reasonable cause for the underpayment and that the taxpayer acted in good faith.

[Return to List of FAQs](#)

Can a failure to properly maintain records be corrected?

Yes, a failure to properly maintain records can be corrected through the Tax Exempt Bonds Voluntary Closing Agreement Program (TEB VCAP). This program provides an opportunity for state and local government issuers, conduit borrowers, and other parties to a tax-exempt bond transaction to voluntarily come forward to resolve specific matters through closing agreements with the IRS. For example, the TEB Office of Outreach, Planning & Review has resolved arbitrage rebate concerns in cases where issuers have approached the IRS and reported a failure to retain sufficient records to determine, precisely, the correct amount of arbitrage rebate due on a bond issue. Notice 2001-60, 2001-40 I.R.B. 304 provides more information about this program including the procedures for submitting a VCAP request.

[Return to List of FAQs](#)

Are there exceptions to the general rule regarding record retention for certain types of records?

No, but TEB encourages members of the municipal finance industry to submit comments and suggestions for developing record retention limitation programs for specific types of bond records, for specific classes of tax-exempt bond issues, or for specific segments of the bond industry. Comments can be submitted in writing to TEB and sent to the following address:

Internal Revenue Service (TE/GE)
Attention: Clifford J. Gannett, Director, TEB
T:GE:TEB, Rm. 583
1111 Constitution Ave., NW
Washington, DC 20224

You may also contact TEB by calling 202-283-2989 (not a toll-free call).

[Return to List of FAQs](#)