

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

between the

CITY OF LEE'S SUMMIT, MISSOURI

and

PARROT PROPERTIES, LLC

dated as of _____, 2018

THE VILLAGE AT VIEW HIGH REDEVELOPMENT AREA

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
Parties	1
Recitals.....	1
ARTICLE 1: RECITALS, EXHIBITS AND DEFINITIONS	
Section 1.01. Recitals and Exhibits	2
Section 1.02. Definitions	2
ARTICLE 2: REPRESENTATIONS AND WARRANTIES	
Section 2.01. Representations of the City.....	9
Section 2.02. Representations of the Developer.....	10
Section 2.03. Conditions to Effective Date	10
Section 2.04. Developer to Advance Costs.....	11
Section 2.05. Funding of Administrative Costs.....	11
Section 2.06. Developer’s Ownership of the Redevelopment Area	12
Section 2.07. Developer Designation and Development Rights.....	12
ARTICLE 3: REIMBURSEMENT OF DEVELOPER COSTS	
Section 3.01. Limitation on Reimbursement to Developer	12
Section 3.02. City’s Obligation to Reimburse Developer.....	12
Section 3.03. Reimbursement Process.....	13
Section 3.04. Limitation on Source of Funds for City’s Obligation to Reimburse.....	14
ARTICLE 4: TAX INCREMENT FINANCING	
Section 4.01. Redevelopment Area and Project	14
Section 4.02. Estimated Project Costs	14
Section 4.03. Removal of Blight in the Redevelopment Area	14
Section 4.04. Bonds.....	14
Section 4.05. Payments in Lieu of Taxes.....	15
Section 4.06. Economic Activity Taxes.....	17
Section 4.07. Special Allocation Fund.....	17
Section 4.08. Disbursements From Special Allocation Fund	18
Section 4.09. Full Assessment	18
ARTICLE 5: CONSTRUCTION AND OPERATION OF THE PROJECT	
Section 5.01. Project Schedule, Design and Construction.....	19

Section 5.02.	Certificate of Substantial Completion	20
Section 5.03.	Relocation within the City	20
Section 5.04.	Compliance with Laws and Requirements	20
Section 5.05.	Lease of Property.....	20
Section 5.06.	Sale of Property	21
Section 5.07.	Restrictions on Transfers to Tax Exempt Entities.....	21
Section 5.08.	Land Uses and Land Use Restrictions.....	22

ARTICLE 6: COMMUNITY IMPROVEMENT DISTRICT

Section 6.01.	Formation and Operation of the CID.....	22
Section 6.02.	CID Revenues.....	23
Section 6.03.	CID Costs	23
Section 6.04.	Cooperative Agreement	23
Section 6.05.	Other Special Taxing Districts.....	23

ARTICLE 7: GENERAL COVENANTS

Section 7.01.	Indemnification of the City.....	24
Section 7.02.	Assignment of Developer’s Rights and Obligations and Transfer of Property	25
Section 7.03.	Mutual Assistance.....	26
Section 7.04.	Time of Essence.....	26
Section 7.05.	Amendments.....	27

ARTICLE 8: DEFAULTS AND REMEDIES

Section 8.01.	Developer Event of Default.....	27
Section 8.02.	City Event of Default.....	27
Section 8.03.	Remedies Upon a Developer Event of Default.....	27
Section 8.04.	Remedies Upon a City Event of Default	28
Section 8.05.	Excusable Delays.....	29

ARTICLE 9: GENERAL PROVISIONS

Section 9.01.	Term.....	29
Section 9.02.	Nondiscrimination	29
Section 9.03.	Inspections and Audits.....	29
Section 9.04.	Required Disclosures.....	29
Section 9.05.	Authorized Parties	29
Section 9.06.	No Other Agreement.....	29
Section 9.07.	Severability.....	30
Section 9.08.	Missouri Law	30
Section 9.09.	Notices	30
Section 9.10.	Counterparts	30
Section 9.11.	Recordation of Memorandum of Agreement.....	31
Section 9.12.	Consent or Approval.....	31

Section 9.13. Tax Implications 31
Signatures.....S-1

LIST OF EXHIBITS

<u>Exhibit A</u>	Map of Redevelopment Area
<u>Exhibit B</u>	Legal Description of Redevelopment Area
<u>Exhibit C</u>	Estimated Project Costs
<u>Exhibit D</u>	Project Schedule
<u>Exhibit E</u>	Form of Certificate of Substantial Completion
<u>Exhibit F</u>	Form of Application for Reimbursable Project Costs
<u>Exhibit G</u>	Restricted Land Uses in the Redevelopment Area

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

THIS TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into as of the _____ day of _____, 2018, by and between the **CITY OF LEE’S SUMMIT, MISSOURI**, a charter city and political subdivision of the State of Missouri (the “**City**”), and **PARROT PROPERTIES, LLC**, a Missouri limited liability company (the “**Developer**”) (the City and the Developer being sometimes collectively referred to herein as the “**Parties**,” and individually as a “**Party**,” as the context so requires). (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in **Section 1.02** of this Agreement.)

RECITALS

1. The Lee’s Summit City Council created the TIF Commission of the City of Lee’s Summit, Missouri by approval of mayoral appointments of members of the TIF Commission and empowered the TIF Commission to exercise those powers and fulfill such duties as are required or authorized for the TIF Commission under the TIF Act. The various Taxing Districts within the Redevelopment Area have appointed members to the TIF Commission in accordance with Section 99.820 of the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “**TIF Act**”).

2. On April 28, 2017, the Developer submitted an application for a proposed tax increment financing plan (the “**Redevelopment Plan**”) for the redevelopment of an area that is approximately 34 acres in the City of Lee’s Summit, Missouri, and is generally located on the northeast corner of the intersection of 3rd Street and View High Drive (the “**Redevelopment Area**”). The Redevelopment Area will be developed as six redevelopment projects (the “**Redevelopment Projects**” or “**Projects**”) to be built in six redevelopment project areas (the “**Redevelopment Project Areas**”).

3. On April 28, 2017, the City published a request for proposals soliciting proposals for the redevelopment of the Redevelopment Area and made such requests for proposals available for potential developers of the Redevelopment Area.

4. On May 30, 2017, the TIF Commission, after giving all notices required by the TIF Act, opened a public hearing at which all interested parties had the opportunity to be heard and at which the TIF Commission heard and considered all protests and objections concerning the Redevelopment Plan, the Redevelopment Area and the approval of the Projects. The hearing was continued to June 26, 2017, on which date the hearing was concluded, and the TIF Commission adopted a resolution by a vote of 9-1 recommending that the City Council approve the Redevelopment Plan, Projects and Redevelopment Area.

5. After due consideration of the TIF Commission’s recommendations and making each of the findings required by Section 99.810 of the TIF Act, the City Council adopted Ordinance No. 8232 on August 24, 2017 (the “**Redevelopment Plan Ordinance**”), designating the Redevelopment Area as a blighted area, approving the Redevelopment Plan, designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, and appointing the Developer as the developer for the Redevelopment Plan.

6. On _____, 2017, the City Council adopted Ordinance No. _____ approving this Agreement and authorizing the City to execute and enter into this Agreement.

7. The City Council concluded that the redevelopment of the Redevelopment Area as provided for in the Redevelopment Plan will further the growth of the City, facilitate the redevelopment

of the entire Redevelopment Area, improve the environment of the City, increase the assessed valuation of the real estate situated within the City, increase the sales tax revenues realized by the City, foster increased economic activity within the City, increase employment opportunities within the City, enable the City to direct the development of the Redevelopment Area, increase the economic viability of the northeast corner of the intersection of 3rd Street and View High Drive, and otherwise be in the best interests of the City by furthering the health, safety, and welfare of its residents and taxpayers.

8. Pursuant to the provisions of the TIF Act and the Redevelopment Plan Ordinance, the City is authorized to enter into this Agreement and to pay Reimbursable Project Costs incurred in furtherance of the Redevelopment Plan and the Projects.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1: RECITALS, EXHIBITS AND DEFINITIONS

Section 1.01. Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section. The provisions of the Redevelopment Plan, the Redevelopment Plan Ordinance and the provisions of the TIF Act as amended as of and including the date of this Agreement, are hereby incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof. In the event of any conflict between the provisions of this Agreement and the Funding Agreement or any other documents related to the Redevelopment Plan previously prepared or executed, the provisions of this Agreement shall control.

Section 1.02. Definitions. Words and terms not defined elsewhere in this Agreement shall, except as the context otherwise requires, have the following meanings:

“**Action**” shall have the meaning set forth in **Section 7.01.B**.

“**Administrative Costs**” means all documented costs and expenses reasonably incurred by the City for planning, legal, financial, administrative and other costs associated with the review, consideration, approval and implementation of the Redevelopment Plan, this Agreement and the Projects, including all consultants engaged by the City.

“**Advanced Funds**” shall have the meaning set forth in **Section 2.05.B**.

“**Advanced Funds Account**” shall have the meaning set forth in **Section 2.05.B**.

“**Agreement**” means this Tax Increment Financing Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

“**Applicable Law and Requirements**” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, requirement or decision of or agreement with or by Governmental Authorities.

“Application for Reimbursable Project Costs” means a certificate in substantially the form attached as **Exhibit F** hereto furnished by the Developer to the City evidencing Reimbursable Project Costs incurred by the Developer.

“Best Efforts” means actual, reasonable, good faith attempts to accomplish or achieve the required obligation which shall be documented by the party taking such action, and proof of such documentation may be requested in writing by the other party to verify that such actual, reasonable, good faith attempts occurred.

“Bond Counsel” means Gilmore & Bell, P.C., Kansas City, Missouri or an attorney at law or a firm of attorneys acceptable to the City of nationally recognized standing in matters pertaining to the tax exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Bonds” means any tax increment revenue bonds issued by the City or another governmental entity in accordance with the TIF Act and this Agreement.

“Captured CID Revenues” shall have the meaning set forth in **Section 6.02.A**.

“Certificate of Completion of Construction” means a certificate issued by the City in the form proscribed by the City indicating satisfactory completion of construction of a Project, or an identifiable portion thereof, such as the Destination Grocery Store.

“Certificate of Substantial Completion” means a certificate in substantially the form attached as **Exhibit E** hereto furnished by the Developer pursuant to **Section 5.02** upon the substantial completion of a Redevelopment Project.

“CID” means a community improvement district which is established and operated in accordance with the CID Act and **Section 6.01** of this Agreement.

“CID Act” means the Community Improvement District Act, Sections 67.1401 to 67.1571 RSMo.

“CID Administrative Costs” shall have the meaning set forth in **Section 6.02.B**.

“CID Revenues” means the revenues generated and collected by or on behalf of the CID through imposition of the CID Sales Tax.

“CID Sales Tax” means the sales tax imposed by the CID in accordance with the CID Act and the CID petition approved by the City.

“City” means the City of Lee’s Summit, Missouri, a charter city and political subdivision of the State of Missouri.

“City Attorney” means the then current attorney appointed by the City as the City Attorney.

“City Council” means the City Council of the City of Lee’s Summit, Missouri.

“City Director of Finance” means the Chief Financial Officer of the City.

“**City Engineer**” means a person or firm engaged by the City to perform engineering services, or a person that may be hired and appointed by the City as the City Engineer.

“**City Event of Default**” has the meaning set forth in **Section 8.02**.

“**City Indemnified Parties**” shall have the meaning set forth in **Section 7.01.A**.

“**City Manager**” means the City Manager of the City, or his/her designee.

“**City Planning Commission**” means the Planning Commission of the City.

“**Collection Authority**” means the TIF Commission, the City, the County Collector, or any other governmental official or body charged with the collection of Payments in Lieu of Taxes or Economic Activity Taxes.

“**Construction Inspector**” means a City agent or employee designated by the City to perform inspections.

“**Construction Plans**” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

“**County**” means Jackson County, Missouri.

“**County Assessor**” means the County Assessor of Jackson County, Missouri.

“**County Collector**” means the County Collector of Jackson County, Missouri.

“**Destination Grocery Store**” means a specialty grocery store which will be considered as a regional attraction generating sales that build on the existing base of grocery sales in the City, for example Whole Foods Market or Trader Joe’s, but not including Hy-Vee, Price Chopper, Hen House, Aldi, or Sprouts. The specialty grocery store may be approved by the Authorized Parties pursuant to Section 9.05 herein using the following criteria. The Destination Grocery Store products shall include gourmet foods, organic foods, vegetarian foods, unusual frozen foods, imported foods, alternative food items, and staples such as bread, cereal, eggs, coffee and produce. All high-quality food in its freshest state, and wide variety of the best “basics”, such as olive oil and seasonings. The Destination Grocery Store shall focus on environmentally friendly products and supporting sustainable agriculture and natural food products.

“**Developer**” means Parrot Properties, LLC, a Missouri limited liability company, or its permitted successors or assigns in interest.

“**Developer Event of Default**” has the meaning set forth in **Section 8.01**.

“**Developer Private Improvements**” means the improvements, excluding the Public Improvements, constructed by the Developer for the project in accordance with the Redevelopment Plan.

“**Economic Activity Taxes**” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“Economic Activity Taxes Account” means the separate segregated account within the Special Allocation Fund into which fifty percent (50%) of Economic Activity Taxes are to be deposited.

“Effective Date” means the date written in the first paragraph on page 1 of this Agreement.

“Estimated Project Costs ” means the Estimated Project Costs set forth in **Exhibit C**.

“Excusable Delay” means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, strike, shortage of materials, civil disorder, war, wrongful failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for the Developer to proceed with construction of the Work or any portion thereof, adverse market conditions, the Developer’s inability to secure acceptable financing and/or Tenants for the development despite the Developer’s commercially reasonable efforts, unavailability of labor or other labor/contractor disputes outside the reasonable control of the Developer, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Redevelopment Projects in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

“Financing Documents” means the financing agreements, disbursement agreements and all other agreements and certificates executed in connection with the issuance of Obligations.

“Funding Agreement” means the Funding Agreement executed by the City and the Developer for the payment of City costs associated with the Redevelopment Plan.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Projects and consistent with the Redevelopment Plan, the Site Plan and this Agreement, as all may be amended from time to time.

“Governmental Authorities” means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

“Loan Origination Costs” means all costs reasonably incurred by the Developer as a result of securing private loan(s) to pay all or any portion of Reimbursable Project Costs incurred or estimated to be incurred, including but not limited to loan origination fees not to exceed two percent (2%) of the principal amount of the loan. Loan Origination Costs shall be Reimbursable Project Costs, but shall be in addition to the Reimbursable Project Costs Cap.

“Non-Captured CID Revenues” shall have the meaning set forth in **Section 6.02.B**.

“Obligations” means the Bonds or other debt obligations, singly or in series, issued by the City or any third party at the direction of the City pursuant to the TIF Act, the CID Act, or the TDD Act, and in accordance with this Agreement for the reimbursement of Redevelopment Project Costs.

“Ordinance” means an ordinance adopted by the City Council.

“Party” or **“Parties”** means the City and/or the Developer.

“Payments in Lieu of Taxes” shall have the meaning assigned to such term in Section 99.805 of the TIF Act.

“PILOT Account” means the separate segregated account within the Special Allocation Fund into which Payments in Lieu of Taxes are to be deposited.

“Project Schedule” means the schedule for design, construction and operation of the Redevelopment Projects as set forth in **Exhibit D**.

“Projected Assessed Value” shall have the meaning set forth in **Section 4.05.C**.

“Property” means all of the real property located within the boundaries of Redevelopment Area as set forth in the Redevelopment Plan.

“Public Improvements” means that portion of the Work which consists of improvements in public rights-of-way which will be dedicated to, owned and maintained by a public entity, including the City or the CID.

“Redevelopment Area” means the area depicted in **Exhibit A** and designated as the Redevelopment Area by the Ordinance approving the Redevelopment Plan.

“Redevelopment Plan” or **“Plan”** means the plan entitled *“Village at View High Tax Increment Financing Plan,”* as approved by Ordinance No. 8232 on August 24, 2017, as such plan may be amended from time to time by the City in accordance with the TIF Act.

“Redevelopment Project” and **“Redevelopment Projects”** means, separately or collectively, Redevelopment Project I, Redevelopment Project II, Redevelopment Project III, Redevelopment Project IV, and Redevelopment Project V. Developer is not obligated to develop Redevelopment Project VI.

“Redevelopment Project Ordinance” means each Ordinance that approves a Redevelopment Project and activates the collection of TIF Revenues in the applicable Redevelopment Project Area.

“Redevelopment Project I” means office, medical office, retail and restaurant uses to be constructed within Redevelopment Project Area I under the Plan anticipated to consume approximately 6.35 acres, together with the required infrastructure and Public Improvements to support the development.

“Redevelopment Project II” means office and retail uses to be constructed within Redevelopment Project Area II under the Plan anticipated to consume approximately 6.05 acres, together with the required infrastructure and Public Improvements to support the development.

“Redevelopment Project III” means grocery, office, retail, restaurant and potential second floor residential uses to be constructed within Redevelopment Project Area III under the Plan anticipated to consume approximately 6.73 acres, together with the required infrastructure and Public Improvements to support the development.

“Redevelopment Project IV” means office, retail, restaurant and potential second floor residential uses to be constructed within Redevelopment Project Area IV under the Plan anticipated to consume approximately 5.97 acres, together with the required infrastructure and Public Improvements to support the development.

“Redevelopment Project V” means office, bank, retail and restaurant uses to be constructed within Redevelopment Project Area V under the Plan anticipated to consume approximately 8.76 acres, together with the required infrastructure and Public Improvements to support the development.

“Redevelopment Project VI” means an as-yet undefined uses to be constructed within Redevelopment Project Area VI under the Plan, together with the required infrastructure and Public Improvements to support the development.

“Redevelopment Project Area” and **“Redevelopment Project Areas”** means, separately or collectively, Redevelopment Project Area I, Redevelopment Project Area II, Redevelopment Project Area III, Redevelopment Project Area IV, Redevelopment Project Area V, and Redevelopment Project Area VI.

“Redevelopment Project Area I” means the area for the construction of Redevelopment Project I, which area is within the Redevelopment Area and is described on **Exhibit B** as Project Area 1.

“Redevelopment Project Area II” means the area for the construction of Redevelopment Project II, which area is within the Redevelopment Area and is described on **Exhibit B** as Project Area 2.

“Redevelopment Project Area III” means the area for the construction of Redevelopment Project III, which area is within the Redevelopment Area and is described on **Exhibit B** as Project Area 3.

“Redevelopment Project Area IV” means the area for the construction of Redevelopment Project IV, which area is within the Redevelopment Area and is described on **Exhibit B** as Project Area 4.

“Redevelopment Project Area V” means the area for the construction of Redevelopment Project V, which area is within the Redevelopment Area and is described on **Exhibit B** as Project Area 5.

“Redevelopment Project Area VI” means the area for the construction of Redevelopment Project VI, which area is within the Redevelopment Area and is described on **Exhibit B** as Project Area 6.

“Redevelopment Project Costs” means the sum total of all reasonable or necessary costs incurred or estimated to be incurred in connection with the Redevelopment Plan, and any such costs incidental to the Redevelopment Plan, as applicable. Such costs include, but are not limited to, the following:

- (1) Costs of studies, surveys, plans and specifications;
- (2) Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services;
- (3) Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights and interests therein, demolition of buildings, and the clearing and grading of land;
- (4) Costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures;
- (5) Costs of construction of public works or improvements, including the Public Improvements;

- (6) Costs of Developer Private Improvements;
- (7) Financing costs;
- (8) All or a portion of a Taxing District's capital costs resulting from a Redevelopment Project necessarily incurred or to be incurred in the furtherance of the objectives of the Redevelopment Plan and the Redevelopment Projects, to the extent the City by written agreement accepts and approves such costs;
- (9) Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law; and
- (10) Payments in Lieu of Taxes.

“Reimbursable Project Costs Cap” shall have the meaning set forth in **Section 3.01**.

“Reimbursement Interest Rate” means four and one-quarter percent (5.25%) per annum.

“Related Entity” shall have the meaning set forth in **Section 7.02.B.1**.

“RSMo” means the Revised Statutes of Missouri, as amended.

“Secured Lender” shall have the meaning set forth in **Section 7.02.B.2**.

“Site Plan” means the final site plan for the Redevelopment Area submitted by the Developer to the City and approved by the City pursuant to Applicable Law and Requirements.

“Special Allocation Fund” means the fund, including any accounts and subaccounts created therein, into which TIF Revenues are deposited, as required by the TIF Act and this Agreement.

“Surplus Payments in Lieu of Taxes” means the amount of revenue collected which shall be declared as surplus and shall be distributed annually to the Taxing Districts in accordance with **Section 4.05** of this Agreement on a basis that is proportional to the current collections of revenue which each Taxing District receives from real property within the Redevelopment Area.

“Surplus PILOTs Account” means the separate segregated account of the Special Allocation Fund into which the Surplus PILOTs are deemed deposited by the County prior to distribution to the Taxing Districts.

“Taxing District” means any political subdivision of the State of Missouri located wholly or partially within the Redevelopment Area having the power to levy real property taxes.

“Tenant” shall mean all lessees, purchasers and transferees of some portion of the Property.

“TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800 *et seq.*, RSMo.

“TIF Commission” means the Tax Increment Financing Commission of the City of Lee's Summit, Missouri, as constituted for review of the Redevelopment Plan.

“**TIF Revenues**” means Payments In Lieu of Taxes and fifty percent (50%) of Economic Activity Taxes.

“**Total Initial Equalized Assessed Value**” means that amount certified by the County Assessor which equals the most recently ascertained equalized assessed value of each taxable lot, block, tract, or parcel of real property within the Redevelopment Project Areas immediately after tax increment financing for the Redevelopment Project Areas has been approved by the City Council by an Ordinance.

“**Work**” means all work necessary to prepare the Property and to construct the Projects, including: (1) construction of the Public Improvements and the Developer Private Improvements; (2) demolition and removal of all existing buildings and improvements located on the Property and clearing and grading of the Property; and (3) all other work described in the Redevelopment Plan or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE 2: REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof:

A. Due Authority. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute, deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

B. No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. Litigation. To the best of the City’s knowledge, there is no litigation, proceeding or investigation pending or threatened against the City with respect to the Redevelopment Plan or this Agreement. In addition, to the best of the City’s knowledge, there is no other litigation, proceeding or investigation pending or threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

D. Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

E. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

F. Construction Permits. The City reasonably believes that all permits and licenses necessary to construct the Public Improvements and Developer Private Improvements can be obtained.

Section 2.02. Representations of the Developer. The Developer makes the following representations and warranties, which are true and correct on the date hereof:

A. Due Authority. The Developer has all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. Litigation. To the best of the Developer's knowledge, there is no litigation, proceeding or investigation pending or threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

D. No Material Change. (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement from that shown in any financial information provided by the Developer to the City prior to the execution of this Agreement.

E. Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement.

F. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

Section 2.03. Conditions to Effective Date. This Agreement shall not become effective until the Developer has furnished the City with:

A. a copy of the Developer's Articles of Organization certified by the Secretary of State of the State of Missouri;

- B. a Certificate of Good Standing of the Developer in the State of Missouri;
- C. a Certificate of authority to do business in the State of Missouri; and
- D. a copy of a document evidencing the signatory's authority to execute this Agreement on behalf of the Developer.

Section 2.04. Developer to Advance Costs. The Developer agrees to advance all Redevelopment Project Costs as necessary to acquire the Property and to complete the Work, all subject to the Developer's right to terminate this Agreement as set forth in **Section 8.04** regarding remedies upon a City event of default.

Section 2.05. Funding of Administrative Costs.

A. Termination of Funding Agreement. Pursuant to a Funding Agreement between the City and the Developer, Developer has previously advanced certain funds for Administrative Costs. Within thirty (30) days after execution of this Agreement, the City shall submit final invoices which will be paid by Developer, along with the payment of any other outstanding invoices, pursuant to the terms of the Funding Agreement. All such payments by Developer are Reimbursable Project Costs and are eligible for reimbursement with TIF Revenues. After final payment of all outstanding invoices is made by Developer under the Funding Agreement, the Funding Agreement shall be terminated, and any funds remaining on deposit with the City pursuant to the Funding Agreement shall be used by the City in accordance with **Section 2.05.B** hereof and shall be treated as a Reimbursable Project Cost to Developer.

B. Initial Deposit. In addition to the Administrative Costs paid under the Funding Agreement, the City shall also be reimbursed for all Administrative Costs incurred in connection with the Redevelopment Plan, the Project, and this Agreement. Upon termination of the Funding Agreement, the City shall deposit the funds remaining on deposit with the City pursuant to the Funding Agreement in a separate, segregated account of the City (the "**Advanced Funds Account**"), and, if such amount is less than \$15,000, then Developer shall make a payment to the City (all amounts in the Advanced Funds Account are the "**Advanced Funds**") so that the initial amount on deposit in the Advanced Funds Account, together with funds remaining from the Funding Agreement, is \$15,000. If there are no funds on deposit with the City pursuant to the Funding Agreement on the Effective Date, then the Developer shall advance the sum of \$15,000 to the City as Advanced Funds for deposit in the Advanced Funds Account. The City may invest the Advanced Funds in the same manner as other funds of the City are invested, and interest earnings shall remain in the Advanced Funds Account. All Advanced Funds shall be used to pay Administrative Costs. The City shall submit to the Developer an itemized statement of actual payments made from the Advanced Funds Account for such expenses on a regular periodic basis, but no more often than monthly and no less often than quarterly. The Developer shall advance to the City the amounts set forth on such statements within thirty days after receipt thereof, which shall be deposited in the Advanced Funds Account so that the balance of the Advanced Funds Account remains at \$15,000. This arrangement shall continue until there are sufficient funds in the Special Allocation Fund to implement **Section 2.05.C** hereof, at which time any remaining Advanced Funds in the Advanced Funds Account shall be returned to Developer. All such payments of Advanced Funds by Developer are Reimbursable Project Costs in addition to the Reimbursable Project Costs Cap and will be eligible for reimbursement with TIF Revenues.

C. Future Administrative Costs on a Pay As You Go Basis. When sufficient funds are available in the Special Allocation Fund, the City may withdraw funds from the Special Allocation Fund

to pay future Administrative Costs; provided that such withdrawals for Administrative Costs shall not exceed fifteen thousand dollars (\$15,000) on an annual basis.

Section 2.06. Developer’s Ownership of the Redevelopment Area. At the time that this Agreement is executed, Developer represents that it owns, or has the ability to acquire, all of the Property in Redevelopment Project Area I, Redevelopment Project Area II, Redevelopment Project Area III, Redevelopment Project Area IV, and Redevelopment Project Area V. With the exception of Redevelopment Project Area VI, the Parties do not anticipate that condemnation is needed to acquire any portion of the Property and there are no adverse or other parties in possession of the Property, or of any part thereof. The Developer is not aware of any boundary, survey, or title questions or disputes with respect to the Property.

Section 2.07. Developer Designation and Development Rights. The City hereby selects the Developer to perform or otherwise cause the performance of the Work in accordance with the Redevelopment Plan and this Agreement. For the purpose of implementing the Redevelopment Plan and this Agreement, the City hereby grants to the Developer and its successors and assigns (as specified in **Section 7.02**) exclusive redevelopment rights over the Redevelopment Area, subject to and in accordance with the terms and conditions of this Agreement.

ARTICLE 3: REIMBURSEMENT OF DEVELOPER COSTS

Section 3.01. Limitation on Reimbursement to Developer. Reimbursable Project Costs are based upon the Estimated Project Costs of **Exhibit C**. Regardless of the total amount of Reimbursable Project Costs requested by Developer or certified by the City in accordance with this Article, the City’s obligation to reimburse Developer shall not exceed the Reimbursable Project Costs Cap, plus (i) interest at the Reimbursement Interest Rate in accordance with **Section 3.02.B**, (ii) Loan Origination Costs and (iii) Advanced Funds. “**Reimbursable Project Costs Cap**” means, prior to a Certificate of Completion of Construction for the Destination Grocery Store, \$4,903,717. After a Certificate of Completion of Construction has been issued for the Destination Grocery Store, the Reimbursable Project Costs Cap shall be \$7,975,797.

Section 3.02. City’s Obligation to Reimburse Developer.

A. Reimbursement of Project Costs. Subject to the limitations set forth in this Agreement, the City shall reimburse the Developer for all certified Reimbursable Project Costs not to exceed the Reimbursable Project Costs Cap under the conditions and restrictions set forth in this Agreement, plus (i) interest at the Reimbursement Interest Rate in accordance with **Section 3.02.B**, (ii) Loan Origination Costs and (iii) Advanced Funds, which shall not count against the Reimbursable Project Costs Cap. The Parties agree that reimbursement will occur on a “pay as you go” basis as revenues are collected in the Special Allocation Fund in accordance with this Agreement. The City shall have no obligation to reimburse Developer until funds are available in the Special Allocation Fund. The City shall have no obligation to reimburse Developer from any funds other than those funds in the Special Allocation Fund. In connection with the Work associated with the Redevelopment Plan, the Developer shall submit an Application for Reimbursable Project Costs in substantial compliance with **Exhibit F** for the Reimbursable Project Costs associated with construction in the Redevelopment Area. The City shall make reimbursements from the Special Allocation Fund in the order of priority set forth in **Section 4.08**.

B. Interest on Reimbursable Project Costs. Reimbursable Project Costs which have been certified by the City through an approved Application for Reimbursable Project Costs in accordance with

this Agreement shall accrue simple interest at the Reimbursement Interest Rate starting on the day that the City approves such application in accordance with **Section 3.03** until the principal amount of such certified Reimbursable Project Costs are paid, or until this Agreement is terminated as provided herein. TIF Revenues distributed to pay Reimbursable Project Costs shall be applied first to accrued and unpaid interest, then to principal. Unpaid interest shall accrue but shall not be compounded. The reimbursement of interest on certified Reimbursable Project Costs at the Reimbursement Interest Rate shall be in addition to the interest and financing costs incurred by Developer during the construction of the Project, which interest costs are a Reimbursable Project Cost set forth in the Estimated Project Costs under the line item “Construction Interest and Financing Costs”. However, reimbursement of such interest and financing costs incurred during the construction of the Project shall be limited to the amount shown in the Estimated Project Costs under the line item “Construction Interest and Financing Costs” and shall only be certified as a Reimbursable Project Cost upon submission to the City of an Application for Reimbursable Project Costs in accordance with **Section 3.03** which includes sufficient itemized invoices, receipts or other information evidencing that such interest and financing charges were actually incurred by the Developer.

Section 3.03. Reimbursement Process.

A. All requests for reimbursement of Reimbursable Project Costs shall be made in an Application for Reimbursable Project Costs in substantial compliance with **Exhibit F**. The Developer shall, at the City’s request, provide itemized invoices, receipts or other information, if any, reasonably requested by the City to confirm that any such cost is so incurred and does so qualify. The Parties agree that Reimbursable Project Costs, to the extent actually incurred by Developer for the Redevelopment Projects and certified by the City, up to the Reimbursable Project Costs Cap, plus (i) interest at the Reimbursement Interest Rate in accordance with **Section 3.02.B**, (ii) Loan Origination Costs and (iii) Advanced Funds, are eligible for reimbursement in accordance with the TIF Act and this Agreement, although the City’s obligation to reimburse Developer shall be as provided in **paragraph B** of this Section.

B. In no event will the City’s total obligation for reimbursement exceed the total Reimbursable Project Costs Cap, plus (i) interest at the Reimbursement Interest Rate in accordance with **Section 3.02.B**, (ii) Loan Origination Costs and (iii) Advanced Funds. The reimbursable amounts listed in the Estimated Project Costs do not represent caps on any individual expenditure or category of expenditures, as reimbursable amounts may be moved from one reimbursable line item or category to another, and between the “TIF Reimbursable” and “CID Reimbursable” columns of the Estimated Project Costs, to the full extent permitted by law, to reflect actual expenditures, subject to the Reimbursable Project Costs Cap, except that the amount of reimbursement for the following line items of the Estimated Project Costs shall not be increased: (i) “Site Grading”, (ii) “Material Import”, (iii) “Rock Blasting”, (iv) Finish Grading, Utilities, Parking Lot, Landscaping”, (v) “Contingency”, (vi) “Legal Fees – Development”, (vii) “Developer Fee”, and (viii) “Funding Agreement Fees & Costs”, and (ix) Construction Interest and Financing Costs”. Further, the City will not reimburse the Developer for any cost that is not a “redevelopment project cost” under Section 99.805(15) of the TIF Act and which does not fall within one of the categories of Reimbursable Project Costs shown in the “Tax Increment Financing” column in the Estimated Project Costs or, as further set out in the cooperative agreement to be entered into pursuant to **Section 6.04**, for any cost that is not authorized under the CID Act and which does not fall within one of the categories of Reimbursable Project Costs shown in the “Community Improvement District” column in the Estimated Project Costs.

C. The Developer may submit an Application for Reimbursable Project Costs to the City’s Finance Director not more often than once each calendar month. The City shall either accept or reject each Application for Reimbursable Project Costs within thirty (30) days after the submission thereof. If the City determines that any cost identified as a Reimbursable Project Cost is not a “redevelopment

project cost” under Section 99.805(15) of the TIF Act or is not “TIF Reimbursable” pursuant to the Estimated Project Costs, the City shall so notify the Developer in writing within said 30-day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement. The City may also request such additional information from Developer as may be required to process the requested reimbursement, and the time limits set forth in this paragraph shall be extended by the duration of time necessary for Developer to respond to such request by the City. The City’s identification of any ineligible costs shall not delay the City’s approval of the remaining costs on the Application for Reimbursable Project Costs that the City determines to be eligible.

D. TIF revenues generated within a Redevelopment Project Area shall not be disbursed from the Special Allocation Fund in accordance with **Section 4.08** until such time as a Certificate of Substantial Completion is submitted and approved by the City in accordance with **Section 5.02** evidencing completion of construction of all Developer Private Improvements and related Public Improvements within the Redevelopment Project Area in substantial compliance with the Redevelopment Plan.

Section 3.04. Limitation on Source of Funds for City’s Obligation to Reimburse. In no event shall the City be required hereunder to appropriate funds from the City’s general fund or from any fund other than the Special Allocation Fund to pay for Reimbursable Project Costs.

ARTICLE 4: TAX INCREMENT FINANCING

Section 4.01. Redevelopment Area and Project. The Redevelopment Area is legally described in **Exhibit B**. The Redevelopment Area will be developed in six (6) Redevelopment Project Areas. The City has initiated or will initiate tax increment financing by Ordinance for the Redevelopment Projects. Subject to the terms and conditions of the Redevelopment Plan and this Agreement, the Developer shall construct or cause to be constructed the Developer Private Improvements and the Public Improvements.

Section 4.02. Estimated Project Costs. The Project shall be constructed in general accordance with the Estimated Project Costs, which costs are estimates based on the knowledge of the Project on the date of the Redevelopment Plan Ordinance, and the actual items and costs of items for implementing the Project may vary depending on market factors and conditions.

Section 4.03. Removal of Blight in the Redevelopment Area. The Redevelopment Area has been declared by the City Council to be a “blighted area,” as that term is defined in the TIF Act, and is detrimental to the public health, safety and welfare because of the several influences that cause the Redevelopment Area to be a blighted area, as set forth in the Redevelopment Plan. By construction of the Redevelopment Projects, the Developer shall clear the blighting influences, or eliminate the physical blight existing in the Redevelopment Area, or make adequate provisions reasonably satisfactory to the City for the clearance of such blighting influences.

Section 4.04. Bonds.

A. Issuance of Bonds. At the earliest practical time as determined in the City’s discretion exercised on the basis of prudent public finance and principles of market economics, and subject to all terms, conditions and requirements of this Agreement, the City will consider the issuance of Bonds in an amount

sufficient to pay or reimburse the Reimbursable Project Costs, up to the maximum amount allowed in **Section 3.01**. The approval of the issuance of any Bonds shall be in the City's reasonable discretion, not to be unreasonably withheld or conditioned, provided that the market conditions for such Bonds are such that the payment terms of the Bonds are sufficiently favorable that reasonably prudent City financial officers would undertake the issuance of such Bonds. Developer may request the issuance of Bonds, but such Bonds shall be issued at the reasonable discretion of the City.

B. Cooperation in the Issuance of Bonds.

1. If the City elects to issue Bonds, Developer covenants to cooperate and take all reasonable actions necessary to assist the City and its Bond Counsel, underwriters and financial advisors in the preparation of the Financing Documents, offering statements, private placement memorandums or other disclosure documents and all other documents necessary to market, sell and issue Bonds, including (i) disclosure of Tenants of the Property and the non-financial terms of the leases between the Developer and such Tenants and (ii) providing sufficiently detailed estimates of Reimbursable Project Costs so as to enable Bond Counsel to render its opinion as to the tax-exemption of Bonds. The Developer will not be required to disclose to the general public or any investor the rent payable under any such lease or any proprietary or confidential financial information pertaining to the Developer, its Tenants or the leases with its Tenants, but upon the execution of a confidentiality agreement acceptable to the Developer, the Developer will provide such information to the City's financial advisors, underwriters and their counsel to enable such parties to satisfy their due diligence obligations.

2. The Developer further agrees (i) to provide a closing certificate in a form reasonably similar to the form used for similar bond transactions (which shall include a certification regarding the accuracy of the information relating to the Developer and the Project), (ii) to cause its counsel to provide a legal opinion in a form reasonably similar to the form used for similar bond transactions and (iii) to provide the following information to enable the underwriter of the Bonds to comply with Rule 15c2-12 of the Securities and Exchange Commission: all retail and commercial Tenants of the Project, the square footage occupied by each such Tenant, the purpose for which space is used by each retail Tenant, and the term of each commercial and retail lease. Developer shall provide information on an ongoing basis so that the City can comply with its continuing disclosure obligations, as requested by the City. The Bonds under this Section shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

C. City to Select Bond Counsel, Financial Advisor and Underwriter; Term. The City shall have the right to select the designated Bond Counsel, financial advisor and underwriter (and such additional consultants as the City deems necessary for the issuance of the Bonds). The final maturity of Bonds shall not exceed the maximum term permissible under the TIF Act.

Section 4.05. Payments in Lieu of Taxes.

A. Initiation of Payment Obligations. Pursuant to the provisions of the Redevelopment Plan and the TIF Act, including, but not limited to, Section 99.845 thereof, when tax increment financing is established by an Ordinance for a Redevelopment Project Area, the Property is subject to assessment for annual Payments in Lieu of Taxes. Payments in Lieu of Taxes shall be due November 30 of each year in which said amount is required to be paid and will be considered delinquent if not paid by December 31 of each such year. The obligation to make said Payments in Lieu of Taxes shall be a covenant running with the land and shall create a lien in favor of the City on each such tax parcel as constituted from time to time and shall be enforceable against the Developer and its successors and assigns in ownership of property in a Redevelopment Area.

B. Enforcement of Payments. Failure to pay Payments in Lieu of Taxes as to any Property in the Redevelopment Area shall entitle any Collection Authority to proceed against such Property in the Redevelopment Area as in other delinquent property tax cases or otherwise as permitted at law or in equity, provided, however, that the failure of any portion of the Property to yield sufficient Payments in Lieu of Taxes because the increase in the current equalized assessed value of such Property is or was not as great as expected, shall not by itself constitute a breach or default. The City shall use all reasonable and diligent efforts to notify the County Collector and all other appropriate officials and persons and seek to fully implement the Payments in Lieu of Taxes.

C. Protesting Tax Assessments. Nothing herein shall prohibit or inhibit the Developer's right to pay Payments in Lieu of Taxes under protest pending Developer's exhaustion of all informal and formal appeal rights relating to the County's valuation of the Property or a portion thereof or the calculation of the Payments in Lieu of Taxes owed thereon. However, Developer agrees that annual tax assessments on any particular building located on the Property shall not be formally or informally protested or contested if such assessments for such building are equal to or less than 110% of the projected assessed values for such building as set forth in the Redevelopment Plan or the Cost Benefit Analysis submitted in support of the Redevelopment Plan (the "**Projected Assessed Value**") for any calendar year during the effective period of this Agreement. In the event that any tax assessment is greater than 110% of the Projected Assessed Value for such building and the Developer elects to formally or informally protest the tax assessment, Developer shall not protest, contest or seek in any manner to have the assessment for such building reduced to an amount that is less than 110% of the Projected Assessed Value. Subdivision of the Property in a manner that produces parcels of a different size or configuration than as set forth in the Redevelopment Plan shall not alter, affect or eliminate the limitation set forth in this paragraph, and this obligation shall be binding on all successors in interest on the Property in accordance with **Section 7.02**.

D. Release of Liens. Notwithstanding anything to the contrary herein, the lien on the Property within the Redevelopment Area shall be deemed (1) released as to any public street or other public way included within any plat proposed by the Developer, effective upon the passage of an Ordinance by the City approving the same, and (2) subordinated to the lot lines, utility easements and other similar matters established by any such plat (but not to any private access or parking rights granted or created by any such plat), effective upon the passage of an Ordinance by the City as aforesaid, and to any easement or like interests granted to the City or any public utility for public facilities or utilities or connection(s) thereto.

E. Certification of Base for Payments in Lieu of Taxes. Within ninety (90) days after adoption of the Project Ordinance, the City shall use Best Efforts to provide to the Developer a certification of the County Assessor's calculation of the Total Initial Equalized Assessed Valuation of the taxable real property within the applicable Redevelopment Project Area based upon the most recent

equalized assessed valuation of each taxable lot, block, tract, or parcel of real property within the applicable Redevelopment Project Area.

F. Surplus Payments in Lieu of Taxes. In accordance with the Redevelopment Plan, fifty percent (50%) of the Payments in Lieu of Taxes collected within the Redevelopment Area shall be declared as Surplus Payments in Lieu of Taxes by the City. The City shall, or, if an agreement between the City and County has been executed for such purpose then the County Collector shall on behalf of the City, pay such Surplus Payments in Lieu of Taxes to the appropriate Taxing Districts in the order of priority set forth in **Section 4.08**. Once commenced, such declaration of Surplus Payments in Lieu of Taxes shall continue at a level of fifty percent (50%) throughout the entire remaining term of the Redevelopment Plan and this Agreement, unless the Redevelopment Plan is amended in accordance with the TIF Act to alter such payments.

Section 4.06. Economic Activity Taxes.

A. Initiation of Payment Obligations. In addition to the Payments In Lieu of Taxes described above, and pursuant to Section 99.845 of the TIF Act, fifty percent (50%) of the total additional revenue from taxes which are imposed by the City or other Taxing Districts, and which are generated by economic activities within a Redevelopment Project Area which are in excess of the amount of such taxes generated by economic activities within the Redevelopment Project Area for the calendar year prior to the year in which the Redevelopment Project Ordinance is approved, while tax increment financing remains in effect, but excluding taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 RSMo, licenses, fees or special assessments and personal property taxes, other than payments in lieu of taxes and any penalty and interest thereon, or taxes levied for the purpose of public transportation pursuant to Section 94.660, RSMo, shall be allocated to, and paid by the collecting officer to the designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund for the purpose of paying Redevelopment Project Costs.

B. Accounting. The City shall deposit the payments of Economic Activity Taxes received from the respective Taxing Districts in the Economic Activity Taxes Account in the Special Allocation Fund, to be utilized and expended in accordance with the TIF Act, the Redevelopment Plan and this Agreement.

C. Documentation of Economic Activity Taxes. The City and the Developer agree to cooperate and take all reasonable actions necessary to cause the Economic Activity Taxes to be paid into the Special Allocation Fund, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

D. Certification of Base for Economic Activity Taxes. Within ninety (90) days after adoption of the Project Ordinance, the City shall use Best Efforts to provide to Developer a certification of the amount of revenue from taxes, penalties and interest which are imposed by the City and other Taxing Districts and which are generated by economic activities within the applicable Redevelopment Project Area for the preceding calendar year, but excluding those personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 RSMo, taxes levied for the purpose of public transportation, or licenses, fees or special assessments identified as excluded in Section 99.845.3 of the TIF Act.

Section 4.07. Special Allocation Fund. The City shall establish and maintain the Special Allocation Fund which shall contain the following separate segregated accounts: (1) Payments in Lieu of Taxes shall be deposited into the PILOT Account within the Special Allocation Fund, (2) Surplus

Payments in Lieu of Taxes shall be deposited into the Surplus PILOTs Account within the Special Allocation Fund, and (3) Economic Activity Taxes shall be deposited into the Economic Activity Taxes Account within the Special Allocation Fund. Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes, subject to annual appropriation by the City Council, the City will promptly upon receipt thereof deposit or be deemed to deposit all Payments in Lieu of Taxes into the PILOT Account and all Economic Activity Taxes into the Economic Activity Taxes Account.

Section 4.08. Disbursements From Special Allocation Fund. All disbursements from the Special Allocation Fund will be paid in such priority as the City shall determine from the separate segregated accounts maintained within the Special Allocation Fund for Payments in Lieu of Taxes and Economic Activity Taxes. The City hereby agrees for the term of this Agreement to apply available TIF Revenues in the PILOT Account, the Surplus PILOTs Account, and the Economic Activity Taxes Account in the following manner and order of preference:

- A. Payment of Surplus Payments in Lieu of Taxes from the Surplus PILOTs Account as required by the terms of this Agreement;
- B. Payment of Administrative Costs incurred by the City;
- C. Payment of arbitrage rebate, if any, owed with respect to Obligation under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of calculating arbitrage rebate;
- D. Payment of fees and expenses owing to the trustee for Obligations, upon delivery to the City of an invoice for such amount;
- E. Payments of principal and interest becoming due on Obligations in accordance with the Financing Documents that have been executed for such Obligations;
- F. Payment of remaining TIF Revenues generated within the Redevelopment Area to the Developer to repay certified Reimbursable Project Costs, plus (i) interest at the Reimbursement Interest Rate in accordance with **Section 3.02.B**, (ii) Loan Origination Costs and (iii) Advanced Funds; and
- G. Following the completion of the Project and the repayment of all Reimbursable Project Costs, funds remaining in the Special Allocation Fund shall be disbursed by the City Director of Finance to the appropriate Taxing Districts in accordance with the TIF Act.

Section 4.09. Full Assessment.

- A. Redevelopment Project Area. After all Reimbursable Project Costs have been paid, but not later than twenty-three (23) years from the adoption of the last Project Ordinance to be adopted, the portions of this Agreement relating only to the TIF Act shall terminate and Developer shall not be entitled to receive any further disbursements from the Special Allocation Fund.
- B. Completion of Redevelopment Plan. Upon terminating the designation of the Redevelopment Area as a “redevelopment area” under the TIF Act, the rates of the Taxing Districts shall be extended and taxes shall be levied, collected and distributed in the manner applicable in the absence of the adoption of tax increment financing, and the Redevelopment Area shall be free from the conditions,

restrictions and provisions of the TIF Act, of any rules or regulations adopted pursuant thereto, of the Redevelopment Plan Ordinance, this Agreement, and of the Redevelopment Plan.

ARTICLE 5: CONSTRUCTION AND OPERATION OF THE PROJECT

Section 5.01. Project Schedule, Design and Construction.

A. Schedule. Absent an event of Excusable Delay, the Developer shall commence and complete the Redevelopment Projects and each of its obligations under this Agreement with respect to the acquisition, construction and completion of the Redevelopment Projects in accordance with the Project Schedule attached as **Exhibit D**. The Developer shall obtain the approval of the Site Plan in accordance with the Project Schedule and Applicable Law and Requirements. The Project Schedule may be modified as necessary by the Developer, with the prior written consent of the City, which will not be unreasonably conditioned, delayed, or withheld. The City Manager shall have the authority to consent to the modification of the Project Schedule so long as the deadlines in the Project Schedule are not extended for more than one year. No deadline in the Project Schedule will to be extended for more than one year without the prior approval of the City Council.

B. Construction Plan Approval. The City shall review and act on the Construction Plan in accordance with all Applicable Laws and Requirements of the City.

C. Construction. In accordance with the Project Schedule attached as **Exhibit D**, and absent an event of Excusable Delay, the Developer shall commence the construction of the Project in a good and workmanlike manner in accordance with the terms of this Agreement. Absent an event of Excusable Delay, the Developer shall cause the Redevelopment Projects to be completed in accordance with the Project Schedule set forth in **Exhibit D**.

D. Construction Contracts. The Developer may enter into one or more construction contracts to complete the Work. All construction contracts shall provide that recourse against the City is limited to the Special Allocation Fund.

E. Prevailing Wages. The Developer shall comply with all laws regarding the payment of prevailing wages to contractors or subcontractors of the Developer, as applicable. Upon written request by the City, Developer shall provide or cause to be provided written proof that the requirements of this paragraph have been satisfied from and after the date that the Work has commenced. In the event such request is made, no reimbursement payment shall be made by the City from TIF Revenues for the Reimbursable Project Costs which are subject to the payment of prevailing wages unless the Developer has provided or caused to be provided the written proof as required by this paragraph. Developer shall indemnify the City for any damage resulting to it from failure of either the Developer or any contractor or subcontractor to pay prevailing wages pursuant to applicable laws. Such indemnification shall be limited to the amount of TIF reimbursement that Developer receives or is entitled to receive pursuant to this Agreement, and payments due to Developer pursuant to this Agreement from TIF Revenues may be withheld by the City in satisfaction of this indemnification obligation if Developer has not provided payment when due pursuant to the indemnification obligation of this paragraph.

F. Competitive Bids and Other Construction Requirements. The Developer shall comply with all applicable state and local laws relating to the construction of the Redevelopment Projects, including but not limited to all applicable laws relating to competitive bidding. The Redevelopment Plan submitted in response to the City's request for proposals is deemed to satisfy all competitive bidding requirements established by the City pursuant to the TIF Act.

G. Governmental Approvals. The City agrees to employ Best Efforts to cooperate with the Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the Applicable Law and Requirements.

Section 5.02. Certificate of Substantial Completion. Promptly after substantial completion of the Developer Private Improvements, and related Public Improvements in accordance with the provisions of this Agreement, for a Redevelopment Project, the Developer may submit a Certificate of Substantial Completion to the City for such Redevelopment Project. Substantial completion shall mean that Developer has completed the Developer Private Improvements and related Public Improvements for which Certificates of Substantial Completion have been submitted to the City for the Redevelopment Project. The Certificates of Substantial Completion shall be in substantially the form attached as **Exhibit E**. The Construction Inspector shall, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Developer with specific written objections to the status of the Redevelopment Project, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion, or upon the lapse of thirty (30) days after delivery thereof without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the Jackson County Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to construct the applicable phase of the Project.

Section 5.03. Relocation within the City. If a Tenant is relocated within one year after approval of the Project Ordinance from another location within the limits of the City to the Redevelopment Area, the sales tax base for such Tenant shall be transferred to the location of the Tenant within the Redevelopment Area and shall be treated as sales which occurred in the Redevelopment Area in the year before the year in which the Project Ordinance was approved.

Section 5.04. Compliance with Laws and Requirements. The Redevelopment Projects shall be designed, constructed, equipped and completed in accordance with all Applicable Law and Requirements of all federal, state and local jurisdictions.

Section 5.05. Lease of Property. As restricted by this Agreement, the Developer may lease Property within the Redevelopment Area. To the extent practicable and using Best Efforts, the Developer, or any third party, shall insert in any such lease the following language, or language that is substantially similar to the following after being approved by the City Attorney, and shall have such lease signed by the lessee indicating acknowledgment and agreement to the following provision:

Economic Activity Taxes: Tenant acknowledges that the Leased Premises are a part of a Tax Increment Financing district ("**TIF District**") created by Lee's Summit, Missouri (the "**City**") and that certain taxes generated by Tenant's economic activities, including sales taxes, will be applied toward the costs of improvements for the Development. Upon the request of Landlord or the City, Tenant shall forward to the City or Landlord copies of Tenant's State of Missouri sales tax returns filed with the Missouri Department of Revenue for its property located in the TIF District, and, upon request, shall provide such other reports and returns regarding other local taxes generated by Tenant's economic activities in the TIF District as the City shall require, all in the format prescribed by them. Sales tax confidentiality shall be protected by the City as required by law. Tenant acknowledges that the City is a third-party beneficiary of the obligations in this

Section, and that the City may enforce these obligations in any manner provided by law.

The Developer shall use reasonable efforts to enforce this lease provision. At the request of the City, the Developer shall provide a certification to the City confirming that the lease includes the provisions satisfying the Developer's obligation as set forth in this Section. Failure of the Developer to require that such restrictions be placed in any such lease shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area or the Project and the City's rights of enforcement and remedies under this Agreement and the TIF Act.

Section 5.06. Sale of Property. As restricted by this Agreement, the Developer may sell Property within the Redevelopment Area. To the extent practicable and using Best Efforts, the Developer, or any third party, shall insert in any such sale agreement the following language, or language that is substantially similar to the following after being approved by the City Attorney, and shall have such sale agreement signed by the buyer indicating acknowledgment and agreement to the following provision:

Economic Activity Taxes: Buyer acknowledges that the property is a part of a Tax Increment Financing district ("TIF District") created by Lee's Summit, Missouri (the "City") and that certain taxes generated by Buyer's economic activities, including sales taxes, will be applied toward the costs of improvements for the Development. Upon the request of Seller or the City, Buyer shall forward to the City or Seller copies of Buyer's State of Missouri sales tax returns filed with the Missouri Department of Revenue for its property located in the TIF District, and, upon request, shall provide such other reports and returns regarding other local taxes generated by Buyer's economic activities in the TIF District as the City shall require, all in the format prescribed by them. Sales tax confidentiality shall be protected by the City as required by law. Buyer acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

PILOTS: Buyer further acknowledges that the property will be subject to assessment for annual payments in lieu of taxes ("PILOTS") when the redevelopment project area is activated by the City. PILOTS are due on November 30 of each year and are considered delinquent if not paid by December 31 of each year. The obligation to make said PILOTS shall be a covenant running with the land and shall create a lien in favor of the City on the property and shall be enforceable against Buyer and its successors and assigns in ownership of the property. Buyer acknowledges that in the event of the sale, lease, sublease, assignment, or other voluntary or involuntary disposition of any or all of the property, PILOTS with respect to the property shall continue and shall constitute a lien against the property from which they are derived, and such obligations shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, tenant, transferee or other possessor thereof were originally a party to and bound by the agreement.

The Developer shall use reasonable efforts to enforce this provision. At the request of the City, the Developer shall provide a certification to the City confirming that the sale agreement includes the provisions satisfying the Developer's obligation as set forth in this Section. Failure of the Developer to require that such restrictions be placed in any such sale agreement shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area or the Project and the City's rights of enforcement and remedies under this Agreement and the TIF Act.

Section 5.07. Restrictions on Transfers to Tax Exempt Entities. No sale, transfer or other conveyance of any portion of the property within a Redevelopment Project Area may be made to an entity

that may claim exemption, or is exempt, from real property taxes for all or any portion of any parcel within the Redevelopment Project Area (a “**Restricted Entity**”) as long as TIF Revenues are being collected within the Redevelopment Project Area in which the parcel upon which the Restricted Entity is proposed to be located (the “**Restricted Period**”) without the prior written approval of the City. In the event that Developer or its successors and assigns in any Redevelopment Project Area seeks to transfer any portion of the property within a Redevelopment Project Area to a Restricted Entity during the Restricted Period, such transfer may only occur upon the prior written approval of the City, which approval shall not be unreasonably withheld, and upon the prior execution of a separate agreement between the purchasing Restricted Entity and the City which provides for the annual payment of Economic Activity Taxes and Payments in Lieu of Taxes which otherwise would be paid in regard to such property by such Restricted Entity for each of the years remaining in the Restricted Period, or such lesser amount as approved by the City. This requirement shall be a covenant running with the land and shall be enforceable for such period as if such purchaser, transferee or possessor thereof were originally a party to and bound by this Agreement.

Section 5.08. Land Uses and Land Use Restrictions. In addition to the land use restrictions that are established pursuant to the City’s zoning and subdivision regulations, unless approved in writing by the City prior to the execution of a lease or prior to the sale of land in the Redevelopment Area, the types of land uses set forth in the attached **Exhibit G** shall not occur as the primary use of Property in the Redevelopment Area.

ARTICLE 6: COMMUNITY IMPROVEMENT DISTRICT

Section 6.01. Formation and Operation of the CID. In the event a CID has not been formed as of the date of execution of this Agreement, Developer and City agree to mutually cooperate in the formation of a CID which will be used to finance public improvements as authorized by the CID Act. The Parties acknowledge and agree that formation of a CID by the City is a legislative act, that the City cannot agree by contract to take future legislative action, and that the City will consider the CID Petition in good faith pursuant to the CID Act and the terms of this Agreement. The Parties agree that the term “public improvements” as used in this Article is more expansive than the defined term Public Improvements, and includes all costs that may be funded by a CID pursuant to the CID Act. Formation of the CID shall be initiated by the Developer filing a petition with the City in accordance with the CID Act. The City and Developer agree to jointly cooperate with and participate in the formation process. The City’s and the Developer’s participation shall include, but is not limited to, the following:

- A. include language in contracts for sale of real estate inside the CID boundaries which requires prospective purchasers to sign petitions and cooperate in the CID formation and operation;
- B. prepare such petitions, pleadings, exhibits and other documents as necessary for formation and operation of the CID;
- C. use good faith efforts to cause persons, as mutually agreed upon by the Parties, to serve on the board of directors for the CID;
- D. construct or cause to be constructed those public improvements that qualify for reimbursement in accordance with the CID Act and this Agreement, including compliance with all competitive bidding, prevailing wage and other construction requirements;

E. use good faith efforts to cause lessees and purchasers of property within the boundaries of the CID to cooperate in the timely and full payment of all applicable sales taxes, and any other fees or assessments that may be imposed or charged by the CID;

F. take such other reasonable action as mutually agreed upon by the Parties to facilitate the formation, operation and good standing of the CID;

G. use good faith efforts to cause the approval of the CID Sales Tax; and

H. include the Redevelopment Project Areas within the boundaries of the CID.

Section 6.02. CID Revenues. The Developer agrees to use all reasonable good faith efforts to insure that the CID will impose a CID Sales Tax in the amount of one percent (1%). The CID Revenues will fall into two categories:

A. Those CID Revenues consisting of the portion of the CID Revenues captured as Economic Activity Taxes will be deposited into the Economic Activity Taxes Account within the Special Allocation Fund and will be disbursed in accordance with **Section 4.08 (“Captured CID Revenues”)**; and

B. The remaining CID Revenues consisting of that portion of the CID Revenues not considered hereunder as Captured CID Revenues (“**Non-Captured CID Revenues**”) will be made available by the CID, as set forth in the Cooperative Agreement between the CID and the City, to finance certain routine administration costs of the CID, including the cost of legal and accounting services, and other services and costs necessary for operation and administration of the CID (“**CID Administrative Costs**”) and to pay certain Reimbursable Project Costs as specified in the Estimated Project Costs, as permitted by law, and subject to annual appropriation.

Section 6.03. CID Costs. The Non-Captured CID Revenues may be used to pay for CID administrative costs to provide for the operation of the CID in each year that the CID is in existence, and the estimated annual costs of the CID administrative costs shall be set forth in the CID petition. The Non-Captured CID Revenues may also be used to pay the reasonable attorneys’ fees for the formation of the CID, in an amount not to exceed \$15,000, which shall be considered CID administrative costs. However, except as otherwise provided in **Section 6.02**, the Non-Captured CID Revenues may not be used to pay for any other services, such as property maintenance, security and trash collection, until after the Redevelopment Plan has been terminated in accordance with this Agreement, unless otherwise approved by the City.

Section 6.04. Cooperative Agreement. The Developer and City agree that the City, the Developer, and the CID shall enter into a cooperative agreement which will memorialize the provisions of this **Article 6** and provide for the operation of the CID and the administration of CID Revenues.

Section 6.05. Other Special Taxing Districts. The formation of the CID within the Redevelopment Area as contemplated in this **Article 6** shall not preclude the City from authorizing or assisting in the formation of another special taxing district within other areas in the Redevelopment Area outside of the boundaries of any Redevelopment Project Area.

ARTICLE 7: GENERAL COVENANTS

Section 7.01. Indemnification of the City.

A. Developer agrees to indemnify and hold the City, its employees, agents, independent contractors and consultants (collectively, the “**City Indemnified Parties**”) harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys’ fees, resulting from, arising out of, or in any way connected with:

1. the Developer’s actions and undertaking in implementation of the Redevelopment Projects and this Agreement;

2. the negligence or willful misconduct of Developer, its employees, agents, independent contractors and consultants in connection with the management, design, development, redevelopment and construction of the Project;

3. any litigation filed against the Developer by any member of the Developer, or any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor which is not based in whole or in part upon any negligence or willful misconduct of the City or the City’s breach of this Agreement; or

4. any Action (as defined below) filed against a City Indemnified Party or naming a City Indemnified Party as a defendant or respondent which challenges the adoption, validity or enforceability of the Redevelopment Plan, the Redevelopment Area, any Redevelopment Project, this Agreement or the City’s authority to approve or the approval of the Redevelopment Plan, the Redevelopment Area, any Redevelopment Project or this Agreement.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an “**Action**”) is initiated or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties shall give prompt notice to the Developer of the occurrence of such event. After receipt of such notice, the Developer may elect to defend, contest or otherwise protect the City Indemnified Parties against any such Action, at the cost and expense of the Developer, utilizing counsel of the Developer’s choice. The City Indemnified Parties shall assist, at Developer’s sole discretion, in the defense thereof. In the event of such defense against any Action by Developer for the City, Developer shall provide to the City regular periodic reports on the status of such Action. In the event that the Developer shall fail timely to defend, contest or otherwise protect any of the City Indemnified Parties against such Action, the City Indemnified Parties shall have the right to do so, and, if such defense is undertaken by the City Indemnified Parties after notice to the Developer asserting the Developer’s failure to timely defend, contest or otherwise protect against such Action, the cost of such defense shall be at the expense of the Developer, including the right to offset against amounts of Reimbursable Project Costs payable to the Developer.

C. Any one of the City Indemnified Parties shall submit to the Developer any settlement proposal that the City Indemnified Parties shall receive which may only be accepted with the approval of the Developer. The Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that and only with respect to any part the Developer expressly assumes in writing as part of such settlement. Neither the Developer nor the City Indemnified Parties will unreasonably withhold its consent to a proposed settlement.

D. The right to indemnification set forth in this Agreement shall survive the termination of this Agreement.

Section 7.02 Assignment of Developer's Rights and Obligations and Transfer of Property.

A. Restrictions on Assignment. Prior to the issuance of a Certificate of Substantial Completion for any applicable Redevelopment Project or Projects, the Developer's rights and obligations hereunder may not be assigned, in whole or in part, to another entity, without the prior approval of the City Council. The City Council shall provide such consent unless in the City's reasonable determination, a proposed assignee does not have qualifications and financial responsibility necessary and adequate to fulfill the obligations of the Developer of the Project under the Redevelopment Plan and this Agreement. Following the City's issuance of a Certificate of Substantial Completion for a Redevelopment Project, Developer and its successors and assigns shall have the right, without the City's consent, to assign any and all of its obligations as Developer under this Agreement with respect to such portion of the applicable Redevelopment Project to any person or entity.

B. Related Entities, Collateral Assignment, and Certificate of Substantial Completion.

1. Related Entities. Nothing in this Section shall prevent the Developer from assigning, without the City's consent, all rights and/or obligations under this Agreement to a Related Entity (as defined below), provided that prior to such assignment Developer furnishes City with the name of any such Related Entity, together with a certification from Developer, and such other proof as City may reasonably request, that such assignee is a Related Entity of Developer. "**Related Entity**" means any entity in which the ownership or membership of such entity is controlled by Developer or the majority owners or members of Developer. For purposes hereof, "control" shall mean the power to direct or cause the direction of the management or policies of such entity.

2. Collateral Assignment. Developer and its successors and assigns shall also have the right, without the City's consent, to collaterally assign to any Secured Lender (as defined below) as collateral any and all of Developer's rights and/or obligations under this Agreement, and such Secured Lender shall have the right to perform any term, covenant, condition or agreement and to remedy, in accordance with the terms of this Agreement, any default by Developer under this Agreement, and City shall accept such performance by any such Secured Lender with the same force and effect as if furnished by Developer. No Secured Lender shall be personally liable or obligated to perform the obligations of Developer under the Agreement unless and until such Secured Lender takes possession of the property as a mortgagee or by a receiver appointed at the request of mortgagee or becomes the owner of the fee estate under this Agreement by foreclosure, or deed in lieu of foreclosure or otherwise. For purposes of this Section, "**Secured Lender**" means a bank, financial institution or other person or entity from which Developer has borrowed funds to finance all or a portion of the Project and in whose favor Developer has agreed to provide a security interest as collateral for such loan.

Before a Secured Lender may exercise any rights of the Developer under the Agreement, the City shall receive: (a) within thirty (30) days following the date of such collateral assignment, a notice from the Developer that it has entered into a collateral assignment with a Secured Lender in connection with the Property, which shall specify the name, address and telephone number of the Secured Lender, as well as the title, date and parties to the collateral assignment agreement; and (b) not less than ten (10) days' notice of the Secured Lender's intent to exercise its right to become the assignee of the Developer under the Agreement, which notice shall include the effective date of the collateral assignment, and the title, date and parties to such collateral assignment agreement. The City is entitled to rely upon representations made in the notices described in this paragraph without further investigation or inquiry.

Provided that the Developer has provided the City with notice of a collateral assignment as described in this Section, the City agrees to provide the Secured Lender with the same notice of default at the same time such notice is given to the Developer, and the Secured Lender shall have the same rights (but shall have no obligation) to cure, correct or remedy a default as are provided to the Developer.

3. Certificate of Completion. Following the City's issuance of a Certificate of Substantial Completion for a Redevelopment Project, Developer and its successors and assigns shall have the right, without the City's consent, to assign any and all of its obligations as Developer under this Agreement with respect to the applicable Redevelopment Project to any person or entity.

C. Assignment & Assumption Agreement. Any assignee under **subsections A** or **B.1** above shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer being assigned. The Developer shall be relieved from any obligations that are assigned according to the terms of this Agreement.

D. Lease of Property. Nothing in this section shall apply to Developer's lease of portions of the Property to other persons or entities. This Agreement shall not obligate, provide rights, or otherwise apply to any such lessees, and any such leases shall not relieve Developer of its obligations under this Agreement, including but not limited to its obligations with respect to the leased property.

E. Sale of Property. Nothing in this section shall limit the Developer's right to sell or otherwise transfer the Property or portions thereof to other persons or entities, but such sale shall not relieve Developer of its rights and obligations under this Agreement, including but not limited to its rights and obligations with respect to the sold or transferred property.

F. Right to Receive TIF Revenues. Only the Developer, or a Related Entity or Secured Party pursuant to **subsection B** hereof, and not any subsequent purchaser or tenant, unless expressly consented to in writing by the City or otherwise made in accordance with the provisions of this Agreement, shall be entitled to receive TIF Revenues.

G. No Assignment if in Default. Notwithstanding anything in this section to the contrary, no assignment or transfer of this Agreement is permitted if the Developer is in default in the performance of any of the material terms, covenants, conditions and agreements of this Agreement.

H. City's Reasonable Consideration. If, from time to time, the City's consent to any assignment and transfer under the terms of this Agreement is required, or if confirmation that such consent is not required is requested, such consent or confirmation, as the case may be, shall not be unreasonably withheld or delayed.

Section 7.03. Mutual Assistance. The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

Section 7.04. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 7.05. Amendments. This Agreement may be amended only by the mutual consent of the Parties, by the adoption of an ordinance of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

ARTICLE 8: DEFAULTS AND REMEDIES

Section 8.01. Developer Event of Default. Subject to **Section 8.05**, a “**Developer Event of Default**” means a default in the performance of any obligation or breach of any covenant or agreement of the Developer in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of thirty (30) days after City has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the Developer is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Developer shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch. During any such cure period which extends beyond 30 days, the Developer shall provide regular written updates to the City regarding its efforts toward, and the status of, remedying such default or breach.

Section 8.02. City Event of Default. Subject to **Section 8.05**, a “**City Event of Default**” means default in the performance of any obligation or breach of any other covenant or agreement of the City in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Agreement), and continuance of such default or breach for a period of thirty (30) days after there has been given to the City by the Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the City shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 8.03. Remedies Upon a Developer Event of Default.

A. Upon the occurrence and continuance of a Developer Event of Default, the City shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The City shall have the right to remove the Developer as the developer of record for the Redevelopment Projects under the Redevelopment Plan and terminate this Agreement or terminate the Developer’s rights under this Agreement.

2. The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, except specific performance which is financially unreasonable for the Developer to perform, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default.

B. Upon termination of this Agreement for any reason, the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement, except for the outstanding amounts advanced to the City for Administrative Costs hereunder that were not used by the City to pay for or reimburse such costs, or costs otherwise incurred or paid by Developer.

C. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City and the Developer shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City shall continue as though no such proceeding had been instituted.

D. The exercise by the City of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived.

E. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Developer shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 8.04. Remedies Upon a City Event of Default.

A. Upon the occurrence and continuance of a City Event of Default, the Developer shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The Developer shall have the right to terminate the Developer's obligations under this Agreement;

2. The Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Developer resulting from such City Event of Default.

B. The exercise by the Developer of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Developer shall apply to obligations beyond those expressly waived.

C. Any delay by the Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the Developer of any specific default by the City shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 8.05. Excusable Delays. The parties understand and agree that neither the City nor the Developer shall be deemed to be in default of this Agreement because of an Excusable Delay.

ARTICLE 9: GENERAL PROVISIONS

Section 9.01. Term. Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect until such time as all Reimbursable Project Costs up to the amount of the Reimbursable Project Costs Cap, plus Loan Origination Costs and Advanced Funds, are repaid to Developer. Upon such repayment, this Agreement shall terminate and become null and void.

Section 9.02. Nondiscrimination. The Developer agrees that, as an independent covenant running with the land, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status, or physical handicap in the sale, lease, rental, occupancy or use of any of the facilities under its control.

Section 9.03. Inspections and Audits. Developer shall, upon reasonable advance notice, allow the City and the City's agents (including the City Engineer) access to the Project from time to time for reasonable inspection of the Project, including the Work and Public Improvements.

Section 9.04. Required Disclosures. The Developer shall immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 9.05. Authorized Parties.

A. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Manager and for the Developer by any officer of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Manager may seek the advice, consent or approval of the City Council before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

B. Any action that is required by this Agreement to be performed by the City within a specified time period shall be extended for such additional reasonable time as may be necessary for the City to act or provide a response, as the case may be, in order to account for holidays, weekends, work stoppages, regular meeting schedules, meeting agendas, agenda management, delays or continuances of meetings and City staff availability. The City shall, within the time period specified in this Agreement, provide notice to Developer of such additional time needed to respond; provided, such additional times shall not become an unreasonable period of time.

Section 9.06. No Other Agreement. The Parties agree that, as required by the TIF Act, the Redevelopment Plan contains estimated Redevelopment Project Costs, the anticipated sources of funds to pay for Redevelopment Project Costs, the anticipated type and term of the sources of funds to pay

Reimbursable Project Costs, and the general land uses that apply to the Redevelopment Area and the Redevelopment Project Areas. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Redevelopment Projects, the payment of Redevelopment Project Costs, Reimbursable Project Costs, payments from the Special Allocation Fund, and all other methods of implementing the Redevelopment Plan. The Parties further agree that this Agreement contains provisions that are in greater detail than as set forth in the Redevelopment Plan and that expand upon the estimated and anticipated sources and uses of funds to implement the Redevelopment Plan. Nothing in this Agreement shall be deemed an amendment of the Redevelopment Plan. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties. In the event of a conflict between this Agreement and the Redevelopment Plan Ordinance, the Construction Plans, the Site Plan, the Redevelopment Plan or any other document pertaining to the Redevelopment Projects, this Agreement shall control.

Section 9.07. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

Section 9.08. Missouri Law. This Agreement shall be construed in accordance with the laws of the State of Missouri.

Section 9.09. Notices. All notices and requests required pursuant to this Agreement shall be sent as follows:

To the City:

City of Lee's Summit
City Hall
220 SE Green Street
Lee's Summit, Missouri 64063
Attn: City Manager

With a copy to:

Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, Missouri 64108
Attn: Rich Wood

To the Developer:

Parrot Properties, LLC
c/o Humphrey Farrington and McClain
PC
P.O.Box 900
221 West Lexington, Suite 400
Independence, MO 64051
Attn: Buford L. Farrington
With a copy to:

Bushyhead LLC
315 SE Main Street
Lee's Summit, Missouri 64063
Attn: Christine Bushyhead

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

Section 9.10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.11. Recordation of Memorandum of Agreement. The Parties agree to execute and deliver a Memorandum of this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records. Such Memorandum shall be recorded by the City, and proof of recording shall be provided to the Developer.

Section 9.12. Consent or Approval. Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance shall not be unreasonably withheld or unduly delayed.

Section 9.13. Tax Implications. The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF LEE’S SUMMIT, MISSOURI

By: _____
Stephen A. Arbo, City Manager

[SEAL]

ATTEST:

Denise R. Chisum
City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen A. Arbo, City Manager of the City of Lee’s Summit, Missouri, a city duly incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A
MAP OF REDEVELOPMENT AREA

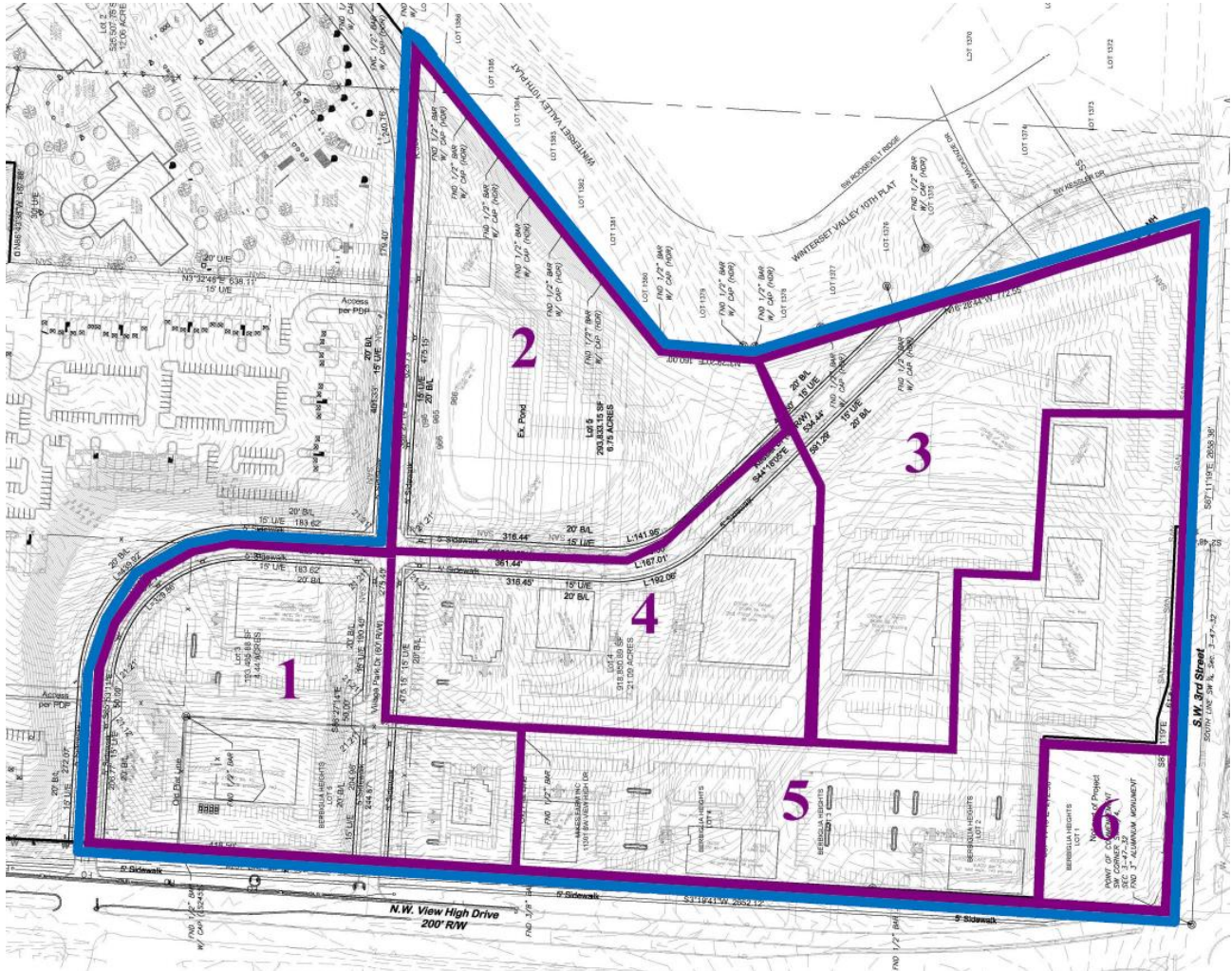


EXHIBIT B

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

Project Area 1:

A tract of land being located in the Southwest Quarter of Section 3, Township 47 North, Range 32 West, being more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter; thence South 87° 05' 51" East, a distance of 30.00 feet, to a point on the East right of way line of NW View High Drive; thence South 03° 19' 41" West, along said East right of way line, a distance of 818.21 feet, said point being the Point of Beginning of Lot 1; thence South 86° 28' 37" East, a distance of 271.87 feet; thence along a curve to the right, having a radius of 220.00 feet and an arc length of 345.65 feet; thence South 03° 32' 32" West, a distance of 258.62 feet; thence North 86° 27' 14" West, a distance of 245.40 feet; thence South 03° 32' 46" West, a distance of 211.39 feet; thence North 87° 12' 53" West, a distance of 243.95 feet, to a point on the East right of way line of View High Drive; thence North 03° 19' 41" East, along said East right of way line, a distance of 693.13 feet, returning to the Point of Beginning. Tract contains 276,664.92 square feet or 6.35 acres more or less.

Project Area 2:

A tract of land being located in the Southwest Quarter of Section 3, Township 47 North, Range 32 West, being more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter; thence South 87° 05' 51" East, a distance of 30.00 feet, to a point on the East right of way line of NW View High Drive; thence South 03° 19' 41" West, along said East right of way line, a distance of 818.21 feet; thence South 86° 28' 37" East, a distance of 271.87 feet; thence along a curve to the right, having a radius of 220.00 feet and an arc length of 345.65 feet; thence South 03° 32' 32" West, a distance of 258.62 feet; thence South 86° 27' 14" East, a distance of 60.00 feet, said point being the Point of Beginning of said Lot 2; thence continuing South 86° 27' 14" East, a distance of 595.72 feet; thence along a curve to the left, having a radius of 385.00 feet, and an arc length of 154.23 feet; thence South 38° 53' 54" East, a distance of 42.06 feet, to a point on the West line of Winterset Valley 10th Plat, a subdivision as recorded in the Office of the Recorder, Jackson County, Missouri; thence South 51° 06' 06" West, along said West line a distance of 599.08 feet; thence South 03° 29' 20" West, along said West line, a distance of 80.00 feet; thence South 45° 41' 55" West, a distance of 165.12 feet; thence North 44° 18' 05" West, a distance of 223.24 feet; thence along a curve to the right, having a radius of 170.00 feet and an arc length of 141.95 feet; thence North 03° 32' 32" East, a distance of 331.44 feet, returning to the Point of Beginning. Tract contains 263,533.33 square feet or 6.05 acres more or less.

Project Area 3:

A tract of land being located in the Southwest Quarter of Section 3, Township 47 North, Range 32 West, being more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter; thence South 87° 05' 51" East, a distance of 30.00 feet, to a point on the East right of way line of NW View High Drive; thence South 03° 19' 41" West, along said East right of way line, a distance of 1511.34 feet; thence South 87° 12' 53" East, a distance of 243.95 feet; thence South 03° 32' 46" West, a distance of 486.04 feet, said point being the Point of Beginning of said Lot 3; thence South 86° 30' 07" East, a distance of 625.85 feet; thence South 44° 18' 05" East, a distance of 120.81 feet, to a point on the West line of Winterset Valley 10th Plat, a subdivision as recorded in the Office of the Recorder, Jackson County, Missouri; thence South 16° 28'

44" East, along said West line a distance of 545.72 feet, to a point on the North right of way line of SW 3rd Street; thence North 87° 11' 19" West, along said North right of way line, a distance of 322.34 feet; thence North 02° 48' 41" East, a distance of 238.65 feet; thence North 87° 10' 59" West, a distance of 268.00 feet; thence North 02° 49' 18" East, a distance of 137.77 feet; thence North 86° 31' 15" West, a distance of 307.19 feet; thence North 03° 32' 46" East, a distance of 224.80 feet, returning to the Point of Beginning. Tract contains 293,084.48 square feet or 6.73 acres more or less.

Project Area 4:

A tract of land being located in the Southwest Quarter of Section 3, Township 47 North, Range 32 West, being more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter; thence South 87° 05' 51" East, a distance of 30.00 feet, to a point on the East right of way line of NW View High Drive; thence South 03° 19' 41" West, along said East right of way line, a distance of 1511.34 feet; thence South 87° 12' 53" East, a distance of 243.95 feet, said point being the Point of Beginning of said Lot 4; thence North 03° 32' 46" East, a distance of 211.39 feet; thence South 86° 27' 14" East, a distance of 305.40 feet; thence South 03° 32' 32" West, a distance of 331.44 feet; thence along a curve to the left, having a radius of 170.00 feet, and an arc length of 141.95 feet; thence South 44° 18' 05" East, a distance of 356.79 feet; thence North 86° 30' 07" West, a distance of 625.85 feet; thence North 03° 32' 46" East, a distance of 486.04 feet, returning to the Point of Beginning. Tract contains 260,235.04 square feet or 5.97 acres more or less.

Project Area 5:

A tract of land being located in the Southwest Quarter of Section 3, Township 47 North, Range 32 West, being more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter; thence South 87° 05' 51" East, a distance of 30.00 feet, to a point on the East right of way line of NW View High Drive; thence South 03° 19' 41" West, along said East right of way line, a distance of 1511.34 feet, said point being the Point of Beginning of said Lot 5; thence continuing South 03° 19' 41" West along said East right of way line, a distance of 876.23 feet; thence South 87° 11' 19" East, a distance of 272.50 feet; thence South 03° 19' 41" West, a distance of 189.50 feet, to the North right of way line of SW 3rd Street; thence South 87° 11' 19" East along said North right of way line, a distance of 40.82 feet; thence South 73° 09' 08" East, along said North right of way line, a distance of 61.85 feet; thence South 87° 11' 19" East, along said North right of way line, a distance of 265.00 feet; thence South 02° 48' 41" West, along said North right of way line, a distance 10.00 feet; thence South 87° 11' 19" East, along said North right of way line, a distance of 181.27 feet; thence North 02° 48' 41" East, a distance of 238.65 feet; thence North 87° 10' 59" West, a distance of 268.00 feet; thence North 02° 49' 18" East, a distance of 137.77 feet; thence North 86° 31' 15" West, a distance of 307.19 feet; thence North 03° 32' 46" East, a distance of 710.84 feet; thence North 87° 12' 53" West, a distance of 243.95 feet, returning to the Point of Beginning. Tract contains 381,716.11 square feet or 8.76 acres more or less.

Project Area 6:

All of Lot 1, Berbiglia Heights – Lot 1, a subdivision in Lee's Summit, Missouri, as recorded in the Office of the Recorder, Jackson County, Missouri.

EXHIBIT C

ESTIMATED PROJECT COSTS

Redevelopment Project Costs Redevelopment Project Areas 1 - 5	Redevelopment Project Costs			Tax Increment Financing	Community Improvement District	Developer Equity or Private Financing
<u>Real Property Costs</u>						
		Public *	Private **			
Real Property	7,200,000					7,200,000
Other Land Costs	-					-
Wetlands Mitigation Engineering	25,000	25,000		25,000		-
Wetlands Environmental Impact Study	38,000	38,000		38,000		-
Wetlands Mitigation Fees	260,000	260,000		260,000		-
Subtotal Real Property Costs	7,521,000	321,000		321,000	-	7,200,000
<u>Site Development Costs</u>						
<u>Grading and other Horizontal Improvements</u>						
		Public *	Private **			
Site Grading (67%)(33%)	1,350,000	904,500		542,700	361,800	446,500
Material Import (67%)(33%)	522,746	350,240		210,144	140,096	172,506
Rock Blasting (100% TIF, No longer shared TIF/CID)	66,938	66,938		66,938		-
Finish Grading, Utilities, Parking Lot, Landscaping	1,674,000		1,674,000	1,674,000		-
<u>Water, Sewer & Regional Detention</u>						
Water System Improvements - On Site	141,197					141,197
Off Site Water System Improvements (upsizing only)	365,132	32,000	333,132	32,000		333,132
Sanitary Sewer Improvements -On Site	135,968					135,968
Off Site Sanitary Sewer Improvements (172/34 acres - %)	633,833	507,067	126,766	507,067		126,766
Regional Storm Drainage Improvements (66/34 ac - 50/50)	303,312	151,656	151,656	151,656		151,656
Regional Detention Pond (66/34 ac - 50/50)	310,000	155,000	155,000	155,000		155,000
Engineering Costs (4%)	220,125	86,696	97,622	133,580	20,076	66,469
General Conditions & Construction Mgmt(8%)	440,250	173,392	195,244	267,160	40,152	132,938
Contingency (30%)	1,650,938	650,220	732,166	1,001,852	150,569	498,518
<u>Road Improvements</u>						
View High Improvements	475,000	475,000		285,000	190,000	-
Kessler Drive (moved 100% to CID) (includes curb, sidewalks, rock, asphalt)	732,134	732,134			732,134	-
Engineering Costs (4%)	48,285	48,285		11,400	36,885	-
General Conditions & Construction Mgmt(8%)	96,571	96,571		22,800	73,771	-
Contingency (30%)	362,140	362,140		85,500	276,640	-
Signal at Kessler & 3rd Street & related improvements	350,000	350,000		210,000	140,000	-
Signal at Kessler & View High Street & related improvement	350,000	350,000		210,000	140,000	-
<u>Other Site Development Costs</u>						
Topographic Survey	25,000	12,500	12,500	15,000	10,000	-
Construction Staking (for infrastructure)	25,000	12,500	12,500	15,000	10,000	-
Subtotal Site Development Costs	10,278,569	5,516,840	3,490,587	5,596,797	2,322,123	2,359,650
Building Costs	49,000,000					49,000,000
Subtotal New Building Construction	49,000,000					49,000,000
Land Disturbance Permit (State)	5,000					5,000
Land Disturbance Permit (Local)	3,000					3,000
Public Improvement Permit Fees	18,000					18,000
Traffic Study	10,000	10,000		10,000		-
Permit Fees (Estimated City Building, Water, Sewer Connect)	100,000			-		100,000
Existing Conditions Study	3,000	3,000		3,000		-
Legal Fees - Development	150,000	50,000	100,000	150,000		-
Fees - Transaction	150,000		150,000	150,000		-
Developer Fee	400,000	400,000		400,000		-
Funding Agreement Fees & Costs	150,000	150,000		150,000		-
Construction Interest and Financing Costs	1,195,000		1,195,000	1,195,000		-
Subtotal Other Costs	2,184,000	613,000	1,445,000	2,058,000	-	126,000
Total Site Development Costs	68,983,569	6,450,840	4,935,687	7,975,797	2,322,123	58,685,650
% of Total Project Costs				11.6%	3.4%	85.1%
* These project costs are infrastructure to be owned by the Public Ownership or project costs related to the Public Purpose of Blight Remediation.						68,983,569
** These project costs are by definition eligible Redevelopment Project Costs, though private ownership.						

EXHIBIT D
PROJECT SCHEDULE

Redevelopment Project Area 1 - Plan Year 1

	<u>Commence</u>	<u>Complete</u>
- Blight Removal	2017	2018
- Construction	2018	2019

Redevelopment Project Area 2 - Plan Year 3

	<u>Commence</u>	<u>Complete</u>
- Blight Removal	2017	2018
- Construction	2019	2020

Redevelopment Project Area 3 - Plan Year 1

	<u>Commence</u>	<u>Complete</u>
- Blight Removal	2017	2018
- Construction	2018	2019

Redevelopment Project Area 4 - Plan Year 4

	<u>Commence</u>	<u>Complete</u>
- Blight Removal	2017	2018
- Construction	2020	2021

Redevelopment Project Area 5 - Plan Year 6

	<u>Commence</u>	<u>Complete</u>
- Acquisition	2017	2017
- Blight Removal	2017	2018
- Construction	2022	2023

Redevelopment Project Area 6

	<u>Commence</u>	<u>Complete</u>
- Acquisition	To Be Determined	
- Blight Removal	To Be Determined	
- Construction	To Be Determined	

EXHIBIT E

**CERTIFICATE OF SUBSTANTIAL COMPLETION
OF
PARROT PROPERTIES, LLC**

The undersigned, Parrot Properties, LLC (the “**Developer**”), pursuant to that certain Tax Increment Financing Redevelopment Agreement dated as of _____, 2018, between the City of Lee’s Summit, Missouri (the “**City**”) and the Developer (the “**Agreement**”), hereby certifies to the City as follows:

1. That as of _____, 20____, Redevelopment Project ____ (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. Redevelopment Project ____ has been completed in a good and workmanlike manner and the Public Improvements have been completed in a good and workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement).

3. Lien waivers for the Public Improvements have been obtained.

4. This Certificate of Substantial Completion is accompanied by the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein, certifying that Redevelopment Project ____ has been substantially completed in accordance with the Agreement.

5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to Redevelopment Project _____.

6. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate of Substantial Completion to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 30-day period), and the recordation of this Certificate of Substantial Completion with the Jackson County Recorder of Deeds, shall evidence the satisfaction of the Developer’s agreements and covenants to construct Redevelopment Project _____.

This Certificate of Substantial Completion shall be recorded in the office of the Jackson County Recorder of Deeds. This Certificate of Substantial Completion is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, _____.

PARROT PROPERTIES, LLC,
a Missouri limited liability company

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF LEE'S SUMMIT, MISSOURI

By: _____

Name: _____

Title: _____

[Insert Notary Form(s) and Legal Description]

EXHIBIT F

APPLICATION FOR REIMBURSABLE PROJECT COSTS

TO: City of Lee’s Summit, Missouri
Attention: City Manager

Re: Village at View High Tax Increment Financing Plan

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Tax Increment Financing Redevelopment Agreement dated as of _____, 2018 (the “Agreement”) between the City of Lee’s Summit, Missouri (the “City”) and Parrot Properties, LLC (the “Developer”). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on *Schedule 1* hereto is a Reimbursable Project Cost and was incurred in connection with the construction of the Redevelopment Projects.
2. These Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Redevelopment Plan Ordinance and the Agreement.
3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the Special Allocation Fund and no part thereof has been included in any other Application previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the Work for which this application relates have been issued and are in full force and effect.
6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. If any cost item to be reimbursed under this application is deemed not to constitute a Redevelopment Project Cost within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.
8. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.
9. All of the Developer’s representations set forth in the Agreement remain true and correct as of the date hereof.
10. Construction of the Redevelopment Projects is in compliance with the Project Schedule set forth in **Exhibit D** to the Agreement, subject to any amendment or Excusable Delay.

Dated this ____ day of _____, 20____.

PARROT PROPERTIES, LLC,
a Missouri limited liability company

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20____:

CITY OF LEE'S SUMMIT, MISSOURI

By: _____

Name: _____

Title: _____

EXHIBIT G

RESTRICTED LAND USES IN THE REDEVELOPMENT AREA

Title loan, check cashing, or unsecured loan business

Adult business, adult entertainment, adult personal services

Businesses involving the sale of any property that requires motor vehicle licensing or titling

Car repair or maintenance

Car sales

Boat dealers

Boat, RV, and maintenance equipment storage

Building or grounds maintenance

Bus Terminal

Cemetery or mausoleum

Heavy equipment rental, sales, or service

Kennel with outside runs

Laundry, dry cleaning or garment services (not including drop-off & pick-up dry cleaning service)

LP gas or fuel oil sales (unless as an accessory use)

Manufactured home sales

Motorcycle sales

Outdoor gun club, skeet or trap shoot or archery range

Pawn shop

Plumbing and heating equipment dealers

RV sales

Tattoo parlor

Smoke or vape shops

Drive-in theater

Secondary resale or thrift stores

Travel trailer camp

Truck sales or lease

Penal or correctional institution

Commodity purchase facilities (e.g. Cash for Gold stores)

Asphalt plant

Aviation field, Airport and Heliport

Cement, lime, gypsum and plaster of paris manufacture

Chemical and allied products

Concrete batch plant

Garbage processing facility

Landfill, sanitary and demolition

Mining

Mini-warehouse facility

Oil and gas production

Railroad lines, yards or station

Salvage yard, scrap yard, junkyard and automobile wrecking yard

Sewage treatment facility

Solid waste transfer station

Recycling center, except as an accessory use

Tow lot

Trucking and courier service