

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN.

WHEREAS, on July 27, 2006, the City approved the I-470 Business and Technology Tax Increment Financing Plan (the "Redevelopment Plan") through the adoption of Ordinance No. 6229, in accordance with 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"); and,

WHEREAS, on July 10, 2015, LBC Development Corp. submitted the proposed First Amendment to the Redevelopment Plan for the City's consideration in accordance with the TIF Act (the "First Amendment"); and,

WHEREAS, on June 12, 2015, the City mailed written notices of the scheduled TIF Commission public hearing to consider the First Amendment to all taxing districts from which taxable property is included in the proposed Redevelopment Area, in compliance with Sections 99.825 and 99.830, RSMo; and,

WHEREAS, on July 1, 2015, the City published notice in the *Lee's Summit Journal* of the scheduled TIF Commission public hearing to consider the merits of the First Amendment, in compliance with Section 99.830, RSMo; and,

WHEREAS, on July 16, 2015, the City mailed written notices of the scheduled TIF Commission public hearing to all persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Redevelopment Area, in compliance with Section 99.830, RSMo; and,

WHEREAS, on July 21, 2015, notice of the TIF Commission meeting at which the public hearing was held for consideration of the First Amendment was posted in compliance with the Missouri Sunshine Law, Sections 610.010 to 610.225, RSMo, and the special notice requirements set forth in Section 67.2725, RSMo; and,

WHEREAS, on July 22, 2015, the City again published notice in the *Lee's Summit Journal* of the scheduled TIF Commission public hearing to consider the merits of the First Amendment, in compliance with Section 99.830, RSMo; and,

WHEREAS, a copy of the notice of the public hearing was submitted to the Director of the Department of Economic Development, in compliance with Sections 99.825 and 99.830, RSMo; and,

WHEREAS, on July 28, 2015, at 6:00 p.m., the TIF Commission opened the public hearing to consider the Amendment, and after taking evidence and testimony, thereafter unanimously voted to adopt Resolution No. 2015-01 which recommends that the City Council approve the First Amendment; and ,

WHEREAS, the City Council, having heard and considered the objections, protests, comments, and other evidence adduced at a public meeting, the evidence and testimony submitted at the TIF Commission public hearing, and the recommendation of the TIF Commission, desires to approve the First Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The City Council hereby re-affirms the findings previously made pursuant to Section 99.810, RSMo, through the adoption of Ordinance No. 6229, on July 27, 2006, regarding the Redevelopment Plan and the Redevelopment Area as a whole, and finds and declares that such findings apply to the First Amendment, including that the Redevelopment Area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing.

SECTION 2. The First Amendment, a copy of which is on file in the office of the City Clerk, is hereby approved and adopted.

SECTION 3. City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 4. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

PASSED by the City Council for the City of Lee's Summit, Missouri, this 3rd day of December, 2015.

ATTEST:

Randall L. Rhoads
Mayor Randall L. Rhoads

Justin Fowler - Deputy City Clerk
For City Clerk Denise R. Chisum

APPROVED by the Mayor of said City this 10th day of December, 2015.

Randall L. Rhoads
Mayor Randall L. Rhoads

ATTEST:

Justin Fowler - Deputy City Clerk
For City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Brian W. Head
City Attorney Brian W. Head

TAX INCREMENT FINANCING CONTRACT

BETWEEN

WILGATE DEVELOPMENT, L.L.C.

AND

THE CITY OF LEE'S SUMMIT

FOR THE

**I-470 BUSINESS AND TECHNOLOGY
TAX INCREMENT FINANCING PLAN**

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TAX INCREMENT FINANCING CONTRACT

This TAX INCREMENT FINANCING CONTRACT ("Contract") entered into this ____ day of _____, 2006, by and between the City of Lee's Summit, Missouri, a municipal corporation (the "City"), and Wilgate Development, L.L.C. (the "Developer"), the developer selected by the City to implement its plan of redevelopment more fully described herein.

RECITALS

A. The Tax Increment Financing Commission of Lee's Summit, Missouri (the "Commission") on May 31, 2006, recommended that the City approve the I-470 Business and Technology Tax Increment Financing Plan (the "Redevelopment Plan") in an area described in the Redevelopment Plan determined to be an economic development area and as set forth in **Exhibit A**, attached hereto and incorporated herein by reference (the "Redevelopment Area").

B. The Redevelopment Plan provides for the construction of a development project in Lee's Summit, Missouri (the "Redevelopment Project") as more fully described in **Exhibit B** (the "Redevelopment Project Area"), consisting of approximately 125 acres generally located south of Strother Road, west of I-470 and east of Lee's Summit Municipal Airport to be used for the operation of businesses conducting retail sales, commercial office and warehouse space, restaurants and a hotel.

C. By Ordinance No. 6229, adopted by the City Council on August 3, 2006, City approved the Redevelopment Plan, determined that the Redevelopment Area is an economic development area and that it met the other applicable requirements of the Act, designated the Redevelopment Project Area as a development project area in conformance with Missouri's Real Property Tax Increment Allocation Redevelopment Act Sections 99.800 to 99.865 R.S.Mo. 1994, as amended (the "Act"), and selected Developer to implement the Redevelopment Plan. By Ordinance No. 6229, adopted by the City Council on August 3, 2006, the City authorized this Contract with Developer for the implementation of the Redevelopment Project described in the Redevelopment Plan.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I. INTERPRETATION AND DEFINITIONS

1. **Definitions.** All capitalized words or terms used in this Contract and not otherwise defined herein shall have the meaning ascribed to them in the Redevelopment Plan. In addition thereto, the following words and terms shall have the meanings ascribed to them in this **Article I, Section 1** unless the context in which such words and terms are used clearly requires otherwise.

- A. "CID," the I-470 Community Improvement District, to be organized by the Developer with the approval of the City pursuant to the Missouri Community Improvement District Act.
- B. "CID Sales Tax," a sales tax of one percent in sales at retail within the CID which will be levied by the CID pursuant to the Missouri Community Improvement District Act.
- C. "City," the City of Lee's Summit, Missouri.
- D. "City Administrator," the city administrator of Lee's Summit, Missouri.
- E. "City Council," the governing body of Lee's Summit, Missouri.
- F. "City Treasurer," the treasurer of Lee's Summit, Missouri.
- G. "Commission," the Tax Increment Financing Commission of Lee's Summit, Missouri;
- H. "County," Jackson County, Missouri.
- I. "County Assessor," the assessor of Jackson County, Missouri.
- J. "County Collector," the collector of Jackson County, Missouri.
- K. "Debt Service," the amount required for the payment of interest and principal on Obligations or other debt as they come due, for the payment of mandatory or optional redemption payments and for payments to reserve funds required by the terms of the Obligations or other evidence of debt to retire or secure the debt.
- L. "Developer," Wilgate Development, L.L.C., its successors and assigns, subject, however, to the provisions of **Article X** hereof.
- M. "Development Schedule," the estimated schedule for completing Public Project Improvements and the Redevelopment Project, contained in **Exhibit F**.
- N. "Eastern Collector Road," the road to be constructed by the Strother Interchange TDD, connecting Colbern Road to Woods Chapel Road, east of I-470, on an alignment and in accordance with plans and specifications approved by the City.
- O. "Economic Activity Taxes Account," the separate segregated account within the Special Allocation Fund into which Economic Activity Taxes are to be deposited.
- P. "Economic Activity Taxes," fifty percent (50%) of the total additional revenue from taxes which are imposed by City or other Taxing Districts, which are generated by economic activities within the Redevelopment Project Area while tax increment financing remains in effect, excluding licenses, fees, utility taxes, or special

assessments, other than Payment in Lieu of Taxes, until the designation is terminated pursuant to subsection 2 of Section 99.850 of the Act.

Q. "Economic Development Area," any area or portion of any area located within the territorial limits of a municipality, which does not meet the definitions of "blighted area" and "conservation area" as defined in the Act, and in which the governing body of the municipality finds that redevelopment is in the public interest because it will:

- (1) discourage commerce, industry or manufacturing from moving their operations to another state; or
- (2) result in increased employment in the municipality; or
- (3) result in preservation or enhancement of the tax base of the municipality.

R. "Land Use Approvals," those approvals required pursuant to City's zoning and subdivision regulations which are required for the construction of the Redevelopment Project.

S. "Legal Requirements," any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence and specifically including but not limited to all ordinances, rules and regulations of City, such as zoning ordinances, subdivision ordinances, building codes, property maintenance codes, and City's Design and Construction Manual (Ordinance No. 3719).

T. "Minimum Investment Standards," Expectations contained within the Redevelopment Plan and which state that: (a) the total assessed value of real property within the Redevelopment Area upon completion of the Redevelopment Project will be approximately \$29,447,450; (b) the Redevelopment Project will consist of 975,000 square feet of office and warehouse space, approximately 29,700 square feet of general retail space, 25,000 square feet of restaurant space, a 42,250 square foot hotel and a 45,920 square foot retail strip center; and (d) the creation of 138 new jobs.

U. "Obligations," the CID Obligations and the TIF Obligations.

V. "Ordinance," an ordinance enacted by the City Council.

W. "Payment in Lieu of Taxes," those estimated revenues from real property in the Redevelopment Area, which revenues are to be used to pay Reimbursable Project Costs, which Taxing Districts would have received had the City not adopted tax increment allocation financing, and which would result from levies made after the time of the adoption of tax increment allocation financing during the time the current equalized

value of real property in the Redevelopment Area exceeds the Total Initial Equalized Value of real property in such area until the designation is terminated pursuant to subsection 2 of Section 99.850 of the Act, which shall not be later than 23 years after the Redevelopment Project to be developed in the Redevelopment Area is approved by an Ordinance of the City Council. Payment in lieu of taxes which are due and owing shall constitute a lien against the real estate in the Redevelopment Area from which they are derived, the lien of which may be foreclosed in the same manner as a special assessment lien as provided in Section 88.861 R.S.Mo.

X. "Payment in Lieu of Taxes Account," the separate segregated account within the Special Allocation Fund into which Payment in Lieu of Taxes are to be deposited.

Y. "Private Funds," those funds invested in the Redevelopment Project by the Developer or other private parties, as equity or debt.

Z. "Redevelopment Project Cost Budget," the budget setting forth the Redevelopment Project Costs, and identifying those Redevelopment Project Costs to be funded or reimbursed by Payment in Lieu of Taxes or Economic Activity Taxes attached hereto as **Exhibit G** and incorporated herein by reference.

AA. "Redevelopment Project Costs," include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, any such costs incidental to the Redevelopment Plan and the Redevelopment Project. 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. Except the reasonable costs incurred by the City or Commission established in the Act for the administration of the Redevelopment Plan, such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Redevelopment Plan and the Redevelopment Project;
- (3) Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or 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) Cost of construction of public works or Project Improvements;
- (6) Financing costs, including, but not limited to all necessary and incidental expenses related to the issuance of Obligations, and which may include payment of interest on any Obligations issued hereunder accruing during the estimated period of construction of the Redevelopment Project for which such

Obligations are issued and for not more than eighteen months thereafter, and including reasonable reserves related thereto;

(7) All or a portion of a Taxing District's capital cost resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and the Redevelopment Project, to the extent the City, by written agreement, accepts and approves such costs;

(8) Relocation costs to the extent that a city determines that relocation costs shall be paid or are required to be paid by federal or state law; and

(9) Payment in Lieu of Taxes.

BB. "Reimbursable Project Costs," the portion of Redevelopment Project Costs, which pursuant to the Redevelopment Plan and this Contract are to be funded or reimbursed with Payment in Lieu of Taxes or Economic Activity Taxes as are set forth in the Redevelopment Project Cost Budget. Reimbursable Project Costs include the portion of Redevelopment Project Costs incurred by City and, to the extent included in the Redevelopment Cost Project Budget as being funded or reimbursed with Payment in Lieu of Taxes or Economic Activity Taxes, Developer as a result of: preparing, reviewing and adopting the Redevelopment Plan or the Redevelopment Project; designation of the Redevelopment Project Area; planning, financing, acquiring and constructing the Redevelopment Project; and any other work authorized by the Redevelopment Plan; the oversight of the construction of the Redevelopment Project; the implementation of the Redevelopment Plan; and the management of the Special Allocation Fund.

CC. "School District Capital Costs," an amount equal to 50% of the increase in taxes that would have been generated by the real property tax levy imposed by the Lee's Summit R-7 School District against the real estate within the Redevelopment Project Area, over the real estate taxes generated by the Redevelopment Project Area in 2006, if the Redevelopment Project were constructed without Tax Increment Financing.

DD. "Special Allocation Fund," the fund established by the City into which, as required by the Act, all Payment in Lieu of Taxes and Economic Activity Taxes from the Redevelopment Project Area are deposited for the purpose of paying Redevelopment Project Costs incurred in the payment thereof. The Special Allocation Fund shall be divided into two (2) separate segregated accounts: the Payment in Lieu of Taxes Account and the Economic Activity Taxes Account.

EE. "Strother Interchange TDD," the Strother Interchange Transportation Development District, organized by order of the Jackson County Circuit Court on January 21, 2000, pursuant to the Missouri Transportation Development District Act.

FF. "Strother Interchange TDD Project," the projects of the Strother Interchange TDD, including construction of an interchange on Strother Road and I-470, adding additional lanes to I-470 from Woods Chapel Road to Colbern Road, extending Strother Road east of I-470 to the Eastern Collector Road and constructing the Eastern Collector Road.

GG. "Taxing Districts," any political subdivision of this state having the power to levy taxes on sales or property in the Redevelopment Area.

HH. "TIF Obligations," bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the City or Commission.

II. "Total Initial Equalized Assessed Value," that amount certified by the County Assessor which equals the most recently ascertained equalized land assessed value of each taxable lot, block, tract or parcel or real property within the Redevelopment Project Area immediately after the Ordinance approving the Redevelopment Project has been approved by the City Council.

JJ. "Additional Defined Terms." The following terms are defined in the sections in this Contract indicated below:

<u>Term</u>	<u>Section or Recital</u>
Act	Recital C
Acquisition Costs	Article VI, Section 1.E.(3)
Bond Trustee	Article IX, Section 3
CID Debt Service	Article III, Section 3.C.
CID Improvements	Article III, Section 3.A
CID Obligations	Article III, Section 3.B.
City Related Action	Article XIII, Section 1.B.
City Indemnified Party/Parties	Article XIII, Section 1.A.
Collection Authority	Article VIII, Section 1.B.
Contract	Introductory Paragraph
Cooperative Agreement	Article III, Section 3.B.
Developer Request	Article VI, Section 1.E.(2)
Draw Certificate	Article IX, Section 2.
Excusable Delays	Article XIV, Section 2
Full Project Disbursement	Article III, Section 3.C.
Funding Agreement	Article XV, Section 9
Improvements	Article II, Section 3
Necessary Right-of-Way	Article VI, Section 1.E.(2)
Preapproved Consultants	Article VI, Section 1.D.
Project Improvements	Article II, Section 3
Public Project Improvements	Article II, Section 3
Redevelopment Area	Recital A
Redevelopment Plan	Recital A
Redevelopment Project	Recital B
Redevelopment Project Area	Recital B
Redevelopment Project Ordinance	Article II, Section 2.B.
Surplus TIF Revenue	Article III, Section 3.C.
Tax Increment Financing	Article II, Section 2.B.

2. Rules of Interpretation. Unless the context clearly indicates to the contrary or unless otherwise provided in this Contract, the following rules of interpretation shall apply to this Contract:

A. The terms defined in this Contract that refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with Article XV, Section 2 of this Contract.

B. The words "hereof," "herein," and "hereunder" and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular provision of this Contract. Section, subsection and exhibit references are to this Contract unless otherwise specified. Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

C. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

D. The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Contract.

ARTICLE II. THE PROJECT

1. Redevelopment Area. The Redevelopment Area consists of the area legally described on Exhibit A attached hereto.

2. Redevelopment Project Area.

A. The Redevelopment Project Area may only be changed, modified or amended in accordance with the Act.

B. Tax increment financing under the Act ("Tax Increment Financing") with respect to the Redevelopment Project Area shall become effective only upon the approval thereof by an Ordinance of the council (the "Redevelopment Project Ordinance").

3. Project Improvements. In accordance with the Act and the terms and conditions of the Redevelopment Plan and this Contract, to ameliorate or satisfy those conditions which are the basis for eligibility and designation of the Redevelopment Area as an Economic Development Area and otherwise eligible as a redevelopment area under the Act, Developer shall cause the Redevelopment Project Area to be redeveloped through the construction of those

improvements set forth in **Exhibit D** attached hereto and incorporated herein by reference (the "Improvements"). **Exhibit E** sets forth those certain public project improvements (the "Public Project Improvements") required for the Redevelopment Project (collectively, the Improvements and Public Project Improvements are referred to as "Project Improvements").

ARTICLE III.
FUNDING SOURCES AND USES OF FUNDS

1. **Private Funds.** Private Funds will be derived from the Developer's equity, equity investment provided by third parties, and debt incurred by the Developer. Private Funds shall be used for funding of the Redevelopment Project. In the event the Developer elects to proceed with the Redevelopment Project prior to issuance of Obligations, the Developer shall also advance Private Funds to construct the Public Project Improvements required to construct portions of the Redevelopment Projects. The Developer shall be reimbursed for Public Project Improvements which it funds from the proceeds of Obligations or funds paid into the Special Allocation Fund.

2. **Obligations.** It is contemplated that the CID, in accordance with **Article III, Section 3** hereof, will issue the CID Obligations (as defined herein). The City has the right, in its sole discretion, to require that the CID pledge the CID Revenues (as defined herein) to the Special Allocation Fund and issue TIF Obligations based on the funds paid in to the Special Allocation Fund. In either case, the proceeds from Obligations will be used to fund the Project Improvements and other costs shown on **Exhibit G**.

3. **Issuance of Obligations by CID.**

A. **Establishment of CID.** The Developer filed a petition with the City to establish the CID on October 11, 2006. The CID petition provides for the construction of the improvements and costs related thereto as set out in **Exhibit H** (the "CID Improvements").

B. **Cooperative Agreement with City.** After the CID has been formed, the Developer shall use its best efforts to cause the CID board of directors to immediately enter into a cooperative agreement with City ("Cooperative Agreement") in a form acceptable to City with regard to funding of the CID Improvements. The Cooperative Agreement shall include conditions precedent to the CID's issuance of any obligations ("CID Obligations") which are substantially similar to the conditions precedent included in **Article IX, Section 1** hereof. The Cooperative Agreement shall also require City's written approval prior to the issuance of CID Obligations by the CID, which approval shall not be unreasonably withheld. The underwriter(s) for any CID Obligations shall be selected by City. City and Developer agree that the costs incurred by the CID and certified by City as provided in **Article IX, Sections 2 and 3** hereof are Reimbursable Project Costs that may be paid from the Special Allocation Fund. Therefore, the Cooperative Agreement will include provisions for payment to the CID from the Special Allocation Fund of the Economic Activity Taxes collected as a result of the imposition of the CID Sales Tax. The Cooperative Agreement shall include, without limitation, provisions granting City: (1) the right to review all budgets (capital or operating) of the

CID prior to adoption thereof by the CID; and (2) such other provisions as City shall reasonably determine to be necessary.

C. Imposition of CID Sales Tax. Developer shall use its best efforts to cause the CID board of directors to impose a sales tax of 1.0 percent within the boundaries of the CID, such sales tax to be applied to the retirement of the Obligations issued to pay for CID Improvements (the "CID Sales Tax"). The Cooperative Agreement shall provide for the establishment of the CID Sales Tax. The Cooperative Agreement shall also obligate the CID board of directors to maintain the CID Sales Tax until all of the CID Improvements have been funded and completed and all debt service obligations regarding the CID Obligations have been met. The amounts received from the CID Sales Tax are referred to as the "CID Revenues."

D. Payment from Special Allocation Fund. The payment of funds out of the Special Allocation Fund for the repayment of any CID Obligations will comply with the terms of this Contract and the Cooperative Agreement; provided, that until such date as all costs for the Public Road Improvements have been paid or provision has been made for the payment of all Reimbursable Project Costs ("Full Project Disbursement"), the City will dedicate such amount out of the Special Allocation Fund as is needed, after application of all of the CID Revenue, to make payment of the principal and interest (the "CID Debt Service") under the terms of the CID Obligations as they become due, but no payment from the Special Allocation Fund in excess (the "Surplus TIF Revenue") of requirements for CID Debt Service under the CID Obligations will be made available by the City for early redemption until the date of Full Project Disbursement. The City may transfer and dedicate any Surplus TIF Revenue in its discretion to finance the costs of the Public Road Improvements.

ARTICLE IV. **DEVELOPMENT FUNDING AND SCHEDULING**

1. Project Budget and Financing Commitments.

A. Project Budget. The Public Project Improvements shall be constructed in accordance with the estimated project budget contained in **Exhibit G.**

B. Funding. As definitive information becomes available regarding the costs of portions of the construction costs and other costs associated with portions of the Public Project Improvements, the Developer shall submit to City information setting forth: (1) the sources of funds to pay part or all of the Redevelopment Project Costs as estimated in the Redevelopment Plan; (2) the type and term of the sources of funds to pay said Redevelopment Project Costs; and (3) current financial statements of the Developer and any affiliates. The Developer shall immediately notify the City of any material changes in this information.

C. Developer's Certificate. Concurrently with delivery of the items described above, the Developer will deliver to the City the Developer's certificate that to the best of the Developer's knowledge and belief, such sources of funds and financing commitments

will enable the Developer or the CID to timely complete the portion of the Public Project Improvements to be funded, and that the information and statements contained therein, taken as a whole, are accurate in all material respects and complete for the purposes for which used and made and do not fail to state any material facts necessary in order to make the statements or representations made therein, in light of the circumstances under which they were made, not misleading. By delivering the items described in this Section, the Developer shall be deemed to have made such representation and warranty even if the Developer fails to deliver its certificate as provided in this Section. The Developer's warranties and representations as set forth in this Contract shall be deemed to be ongoing until termination or expiration of this Contract.

D. Distribution of Surplus to Taxing Districts. Subject to financial considerations, it is the intent of the parties that all Reimbursable Project Costs be paid as soon as possible. After all incurred Reimbursable Project Costs have been paid, including but not limited to the contribution to the construction of the Strother Interchange TDD Project of \$5 million as shown on **Exhibit G**, then on December 31 of each year until the Redevelopment Plan is terminated, the funds remaining in the Payment in Lieu of Taxes Account and the Economic Activity Taxes Account, if any, shall be disbursed to the Taxing Districts in accordance with the Act, which payment shall be subject to City's authority to maintain reasonable reserves and Reimbursable Project Costs in future years, as City shall determine to be appropriate.

2. Development Schedule. Development activities for the Redevelopment Project shall be substantially commenced and completed on or before the dates set forth in the Development Schedule (**Exhibit F**). The parties recognize and agree that market and other conditions may affect the Development Schedule for the Redevelopment Project and approvals and requirements imposed by agencies other than the City may retard or prevent completion of the Public Project Improvements. Therefore, the Development Schedule for the Redevelopment Project and the Public Project Improvements is subject to change and/or modification. All changes will be with the written approval of the City, which shall not be unreasonably withheld. If the Developer does not comply with the Development Schedule, then unless the Developer requests an amendment of such Development Schedule prior to such violation, and any requested amendment of the Development Schedule is approved by the City, the City may require the Developer to appear before the City Council to show cause why this Contract shall not be terminated in accordance with **Article XIV** hereof.

ARTICLE V. DUTIES OF THE PARTIES

1. Developer's Duties. Subject to the conditions precedent set forth in **Section 3**, below, the Developer's duties are as follows:

A. Legal Requirements. The Developer shall comply with all City development requirements, all Legal Requirements, and the provisions of this Contract.

B. Development. The Developer shall construct or cause to be constructed the Redevelopment Project and the Project Improvements and shall complete all other

development-related activities including, but not necessarily limited to: design, land preparation, environmental evaluation and remediation, construction, management, maintenance and procurement of private financing in sufficient time to comply with the Development Schedule. Changes in the redevelopment program contemplated by the Redevelopment Plan which do not require a statutorily mandated Redevelopment Plan amendment may be made only by agreement of the parties to this Contract.

C. Development Schedule. Subject to the provisions of **Article IV, Section 2** above, the Developer shall complete all redevelopment activities on or before the dates set forth in the Development Schedule for such activities.

D. CID. Neither the Developer nor its successors in the ownership of any parcel in the Redevelopment Area shall contest the continued imposition of a sales tax by the CID within the boundaries of the CID at the aggregate rate of 1 percent.

E. Public Project Improvements. The Developer shall construct or cause to be constructed the Public Project Improvements in accordance with the provisions of the City's Design and Construction Manual.

F. Right-of-Way. The Developer shall convey title to the City of the real property necessary for construction of the Public Project Improvements, without cost to City, upon acceptance of such improvements by the City, as further described in **Article VI, Section 1.H.**

G. Tenant Mix. The Developer shall at all times during the term of this Contract take such commercially reasonable actions as are necessary to ensure that the mix of major retail, office and other permitted uses are such that the Redevelopment Area will attract the optimum customer traffic.

H. Minimum Investment Standards. The Developer shall take all reasonable actions to ensure that 75% of the Minimum Investment Standards are met by the final date of completion set forth in the Development Schedule (**Exhibit F**).

2. City's Duties. Subject to the Developer's full compliance with all of its covenants and agreements and the satisfaction of the conditions precedent in **Paragraph 3A.** below, the City's duties are as follows:

A. Cooperation. The City shall take all reasonable actions to cooperate with the Developer and the CID to complete the Redevelopment Project and the Public Project Improvements.

B. Special Allocation Fund. The City, as to such funds as are received by the City, shall, upon receipt of appropriate documentation and information, direct all Payment in Lieu of Taxes and Economic Activity Taxes generated from the Redevelopment Project Area to the Special Allocation Fund, and upon receipt of such funds collected by other Taxing Districts from such Taxing Districts, the City shall deposit such funds in the Special Allocation Fund.

C. Reimbursable Project Costs. The City shall use revenues deposited in the Special Allocation Fund to pay Reimbursable Project Costs.

3. Conditions Precedent.

A. City's Duties. The City shall not reimburse the Developer, the CID or any other entity for any Reimbursable Project Costs, including the payment of Debt Service on Obligations, until each of the events listed herein has occurred.

(1) The Developer has received commitments to finance, evidenced by documentation satisfactory to the City, for all or an appropriate portion of the Redevelopment Project. Such commitments shall be made by financial institutions or other entities acceptable to City. Such commitments shall include, without limitation, equity and/or construction loan financing and must be unconditional or upon terms and conditions approved by the City, which approval shall not be unreasonably withheld. If the City does not approve of any such commitment, the reasons therefor shall be stated and the Developer shall be provided a reasonable opportunity to amend the commitments or otherwise satisfy any such objections.

(2) The establishment of the CID and the imposition of the CID Sales Tax.

B. Developer's Duties. The Developer's obligations under this Contract are expressly conditioned upon the occurrence of each of the following events on or before the dates set forth in the Development Schedule (Exhibit F):

(1) City approval of the Developer's financing plan, which approval shall not be unreasonably withheld.

(2) City approval of all required zoning, subdivision and permit applications.

(3) Establishment of the CID and imposition of the CID Sales Tax.

ARTICLE VI.
DESIGN CRITERIA

1. Design Criteria and Review Procedures.

A. Land Use Approvals. In the construction and development of the Project Improvements, the Developer shall comply with and/or follow all controls and design criteria as shall be, from time to time, established as a part of the Redevelopment Plan and/or as a part of all Land Use Approvals in order to create an integrated, unified design.

B. Construction. Construction plans for the Project Improvements shall conform to the Redevelopment Plan, Land Use Approvals, and this Contract. In order to ensure that the Redevelopment Project will be constructed in accordance with the

provisions of this Contract, and in substantial agreement with proposals made by the Developer to the City, the parties agree as follows:

(1) The Developer will not commence construction of any portion of the Redevelopment Project unless and until all the construction plans therefor, in the detail required by this Contract, or any changes thereto, shall have been submitted to and approved in writing by the City or the City staff all in accordance with this Contract, the Redevelopment Plan and Land Use Approvals.

(2) The City shall have the absolute right in its judgment and discretion at any time to approve a variance from conformance to or a waiver of compliance with the approved controls and design criteria relating to exterior improvements, or to eliminate any one or more of such requirements in connection with the approval or disapproval of construction plans or changes thereto, subject to all applicable Ordinance provisions.

(3) Until the Redevelopment Project has been completed, the Developer shall, as part of the report required by **Article VII, Section 1**, describe in such detail as may reasonably be required by the City, the progress of the Developer in construction. During such period, the work of the Developer shall be subject to inspection by representatives of the City.

(4) Neither the City, nor any officer, director, commissioner, member, employee or agent of the City, shall be liable to the Developer with respect to construction plans or modifications submitted for approval, or for any other action in connection with its or their duties under this Contract. The Developer agrees that it will not bring any action or suit to recover any damages against the City or any officer, director, commissioner, member, employee, or agent of any of them arising or in any way connected with the approval of or failure to approve any construction plans or changes submitted by the Developer pursuant to this Contract.

(5) In no event shall the review and approval by the City of construction plans or changes, or any information submitted in connection therewith, be deemed or construed to be a determination that the same are in compliance with any Legal Requirements nor shall review and approval relieve the Developer of any liability or responsibility in connection with such compliance.

C. Maintenance and Repair. Developer, at its sole cost and expense, shall at all times maintain and operate the Project Improvements in a first class manner.

D. Architects and Engineers. Developer shall not employ, engage or otherwise use the services of any engineer, architect, contractor, management agent or leasing agent with respect to the design, construction, management, leasing or operation of any portion of the Public Project Improvements unless prior written approval of each such Project Consultant is given by City. City hereby agrees that _____,

_____, _____ and _____ (the "Preapproved Consultants") are all hereby approved, and Developer shall not be required to obtain any further approvals for the employment, engagement or other use of the services of any of the Preapproved Consultants. City's decision to consent or withhold its consent shall be based upon the following criteria: the capability of any Project Consultants, the reasonableness of the fees and costs of such Project Consultants (if any of the fees or costs of such Project Consultants are Reimbursable Project Costs), reputation, past experience in constructing projects similar to the Public Project Improvements and any negative past dealings with the City.

E. Right of Way Acquisition.

(1) Developer shall be responsible for acquiring or negotiating for the donation of all right-of-way or easements that are needed to construct the Public Project Improvements, including all necessary temporary construction easements. All right-of-way or easements to be provided by Developer under this Section shall be provided to City without charge.

(2) In the event that Developer is unable, after good faith negotiations, to acquire some or all of the right-of-way or easements necessary for those Public Project Improvements over which City exercises jurisdiction (the "Necessary Right-of-Way"), Developer shall deliver to City a written request (the "Developer Request") for City to acquire any of the Necessary Right-of-Way. If City agrees, at its sole discretion, to attempt to acquire any of the Necessary Right-of-Way, City will enter into good faith negotiations and, at its option, to elect to exercise its power of eminent domain to acquire any or all of such Necessary Right-of-Way.

(3) In the event City agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the Necessary Right-of-Way, prior to beginning any work to acquire said Necessary Right-of-Way, Developer shall first deposit into escrow with City an amount equal to 150% of the estimated acquisition costs ("Acquisition Costs"). Acquisition Costs paid by City shall be a Reimbursable Project Cost and shall include, but shall not be limited to: the actual price paid for all right-of-way or easements, whether determined by negotiation or eminent domain; expenses paid to third parties related to the establishment of acquisition values of right-of-way or easements, including appraisals, legal fees, other expenses paid to third parties, and expenses incurred by City related to acquisition of right-of-way or easements, whether through negotiation or eminent domain; and any other reasonable and necessary costs or expenses related to acquisition of the right-of-way or easements. City may require that Developer enter into a separate acquisition funding agreement with City to provide for the terms and conditions under which Developer will place 150% of all estimated Acquisition Costs in escrow with City prior to commencement of condemnation for right-of-way or easements. The acquisition funding agreement shall obligate Developer to reimburse City in full for all Acquisition Costs that result from City's condemnation process for any portion of the Public Project Improvements.

(4) In the event that the Developer has offered to pay an amount equal to 150% of the Acquisition Costs of the Necessary Right-of-Way to the owner of such Necessary Right-of-Way, and such owner declines to accept such offer, and the City thereafter does not agree to enter into good faith negotiations or exercise its power of eminent domain to acquire the Necessary Right-of-Way, then the Developer is released from its obligations under this Contract and the Redevelopment Plan to construct the Public Project Improvements for which such right-of-way acquisition is necessary.

F. Utility Relocation. The parties agree that the costs associated with relocating any existing utilities from any existing public or private easement or from any existing right-of-way, as a result of construction of the Public Project Improvements, shall be paid by Developer and are not the responsibility of City; to the extent set forth in the Redevelopment Project Cost Budget, such costs shall be a Reimbursable Project Cost. The parties agree that all costs associated with relocating any existing utilities from any existing right-of-way as a result of construction of the Public Project Improvements, which are not paid by a utility company, shall be paid by Developer and are not the responsibility of City; to the extent set forth in the Redevelopment Project Cost Budget, such costs shall be a Reimbursable Project Cost.

G. Inspections and Change Orders. City, or its designees, shall have the right to inspect, observe, and oversee the construction of all Public Project Improvements in order to ascertain and determine that the standards of City have been met. Developer shall obtain City's approval of all change orders relating to the Public Project Improvements. In no event shall Developer authorize or approve any change order that includes payment of overtime costs or other costs to accelerate the construction of the Public Project Improvements except with the prior written approval of City, which approval City may condition upon an agreement by Developer to pay all or a portion of any cost increases resulting from such change order without such cost increases being a Reimbursable Project Cost.

H. Dedication. Upon completion, inspection and approval of the Public Project Improvements by City, Developer will dedicate the Public Project Improvements to City, for its use, operation and maintenance. City shall be under no obligation to accept the dedication or conveyance of any Public Project Improvements constructed pursuant to this Contract until it has been inspected and approved to the satisfaction of City. Upon written notice of the inspection and approval of the Director of Public Works, Developer agrees to convey all the Public Project Improvements to City free and clear of all liens and encumbrances or other obligations. Said conveyance shall be by appropriate document, and shall be sufficient, in the opinion of the City Attorney, to convey marketable title of record, as set forth in Title Standard 4 of the Missouri Bar.

I. Insurance.

(1) General Provisions. Prior to commencing construction of the Public Project Improvements, and at all times until the Public Project Improvements are accepted by and dedicated to City, Developer shall obtain

liability insurance that is consistent with the requirements of the City's Design and Construction Manual and in the amounts set forth below, and Developer shall file with City evidence acceptable to City of such liability insurance.

(2) Limits and Coverage. Bodily Injury and Property Damage, Commercial General Liability Coverage – Occurrence Form unless otherwise agreed by City:

- (i) Commercial General Liability: Minimum \$1,000,000 each occurrence limit for bodily injury and property damage; \$1,000,000 policy aggregate; \$1,000,000 products and completed operations aggregate.
- (ii) Automobile Liability: Minimum \$1,000,000 combined single limit for bodily injury and property damage; applicable to owned, non-owned and hired automobiles.
- (iii) Workers' Compensation: As required by state statute; if exempt, must submit letter stating the exemption; employer's liability \$1,000,000 each occurrence.
- (iv) Umbrella/Excess Liability: An umbrella or excess liability policy in the minimum amount of \$5,000,000 each occurrence and aggregate; at least as broad as the underlying general liability, automobile liability and employer's liability.
- (v) The following endorsements shall attach to the policy:
 - a) The policy shall cover personal injury as well as bodily injury.
 - b) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
 - c) City shall be listed as an additional insured.
 - d) Standard form of cross-liability shall be afforded.
- (vi) The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30) days advance written notice of such event being given to City.

J. Use of Contractors and Subcontractors. Developer shall not permit any contractor or subcontractor to commence or continue work until they shall have obtained

or caused to be obtained all insurance required under the City's Design and Construction Manual. Said insurance shall be maintained in full force and effect until the completion of construction of the Public Project Improvements, and acceptance of such Public Project Improvements by City.

K. Workers' Compensation. Developer shall ensure that all contractors or subcontractors performing work for Developer obtain and maintain Workers' Compensation Insurance for all employees, and in case any work is sublet, Developer shall cause any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect City from any and all claims arising out of occurrences during construction of the Public Project Improvements. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor or subcontractor to obtain and maintain such insurance. Developer further waives, and shall cause all contractors or subcontractors performing work for Developer to waive, its rights to subrogation with respect to any claim against City for injury arising out of performance under this Contract. Developer shall provide City with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Public Project Improvements, and shall cause such insurance to be maintained at all times that any work on the Public Project Improvements is being performed.

L. Bonds. Developer shall provide, or cause to be provided, the following bonds for the Public Project Improvements and all other public infrastructure improvements that are constructed by Developer and dedicated to City.

(1) Performance Bond and Payment Bond. Prior to commencement of construction and ending upon acceptance of the Public Project Improvements by, and dedication of such Public Project Improvements to, City, Developer shall maintain or cause to be maintained a performance and payment bond in a form approved by the City Attorney, in an amount equal to the cost of the Public Project Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The performance and payment bond shall name City as obligee and copies of certificates of such bond shall be delivered to City. No other party shall be named as a co-obligee on any of such bonds except with the prior written consent of City.

(2) Maintenance Bonds. Prior to acceptance and dedication of the Public Project Improvements, Developer shall provide or cause to be provided a maintenance bond in a form approved by the City Attorney, in an amount equal to 50% of the full cost of the Public Project Improvements as approved by the City Engineer, which shall be in effect for a term of three (3) years from the date that City issues a certificate of substantial completion for such Public Project Improvements covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The performance and payment bond shall name City as an obligee and copies of

certificates of such bond shall be delivered to City. No other party shall be named as a co-obligee on any of such bonds except with the prior written consent of City.

(3) Indemnity for Failure to Provide Bonds. Developer shall indemnify City and its officers and employees for any damage resulting to City, its officers or employees from failure of Developer to provide the bonds set forth in this Section.

ARTICLE VII.
MONITORING DEVELOPMENT

1. Progress Reports.

A. City Council Reports. At the first regularly-scheduled meeting of the City Council following the first anniversary of the execution of this Contract and each anniversary of said execution thereafter until the Redevelopment Project and the Public Project Improvements are completed, the Developer shall report to the City Council the progress of its implementation of the Redevelopment Project. At the first regularly-scheduled meeting of the City Council following the fifth anniversary of said execution and on each five-year anniversary thereafter, so long as the Redevelopment Plan shall remain in effect, the Developer shall prepare and present to the City Council a detailed report on the progress of implementation of the Redevelopment Project and construction of the Public Project Improvements. Such report shall include at least the following information and may contain such other information with regard to the Redevelopment Project as the Developer wishes to present or the City may reasonably require:

- (1) Portions of the Redevelopment Project and Public Project Improvements to be completed;
- (2) Status of construction in progress but not yet completed;
- (3) Actual assessed value of Redevelopment Project Areas before and after completion of the improvements as compared to Redevelopment Plan estimates;
- (4) Actual Payment in Lieu of Taxes as compared to Redevelopment Plan estimates;
- (5) Actual Redevelopment Project Costs in the Redevelopment Project Area compared to Redevelopment Plan estimates;
- (6) Actual start and completion dates of improvements in the Redevelopment Project Area compared to Redevelopment Plan estimates; and
- (7) Estimated start date of portions of the Redevelopment Project and Public Project Improvements not yet commenced at date of report.

B. Other Reports. The Developer shall from time to time furnish such other reports on specific matters not addressed by the foregoing as the City may reasonably require.

2. Control of Project. Except as otherwise provided in this Contract, the Developer shall have complete and exclusive control over the construction of the Redevelopment Project and the Public Project Improvements which it owns or controls, subject, however, to all Legal Requirements, including, but not limited to, all Ordinances, rules and regulations of the City, such as zoning ordinances, subdivision ordinances, building codes, property maintenance codes, and the City's Design and Construction Manual. The Developer hereby grants to the City, its agents and employees the right to enter at reasonable times for the purpose of inspecting the Redevelopment Project.

3. Compliance with Laws. At all times during the term of this Contract and until termination of the Redevelopment Plan, but subject to the Developer's rights to contest the same in any manner permitted by law, the Developer, its officers, directors and principals, at its sole cost and expense, shall comply in every respect with all Legal Requirements now in force or which may be enacted hereafter which pertain to the ownership, occupancy, use and operation of the Redevelopment Project Area.

4. Certificate of Compliance. Upon the completion of the Redevelopment Project, the Developer shall submit a report certifying that the Redevelopment Project and all required Public Project Improvements, not including the \$5 million contribution to the Strother Interchange TDD Project set forth in **Exhibit G**, have been completed in accordance with the Redevelopment Plan and that the Developer is in compliance with all other provisions of this Contract. The Developer shall, as part of its report, submit its certificate setting forth: (a) the total cost of completing the Redevelopment Project and Public Project Improvements; (b) Redevelopment Project Costs incurred which are eligible for reimbursement pursuant to the Redevelopment Plan or which have been paid for with the proceeds of Obligations; and (c) the Private Funds used to complete the Redevelopment Project, which may include capitalized interest to the extent actually paid to unrelated third parties during construction, but not during any "lease-up" period. The City may conduct an investigation, and if the City determines that the Redevelopment Project has been completed in accordance with the provisions of the Redevelopment Plan, as evidenced by certificates of occupancy where appropriate and other required governmental approvals, and that all of Developer's duties pursuant to this Contract have been performed then it shall issue a Certificate of Completion and Compliance and certify that the Developer has fully discharged its obligations under the Redevelopment Plan and this Contract.

The certification by the City shall be a conclusive determination of the satisfaction and termination of the covenants in this Contract, with respect to the obligations of the Developer to complete the Redevelopment Project and the Public Project Improvements within the dates for the beginning and completion thereof, but shall not prevent the City from action in the event of any subsequent default by the Developer in the performance of any of its other obligations under this Contract.

Such certificate issued by the City shall contain a description of the real property affected thereby and shall be in such form as will enable it to be accepted for recording in the Office of the Recorder of Deeds.

ARTICLE VIII.
SPECIAL ALLOCATION FUND

1. Payment in Lieu of Taxes.

A. Assessments. Pursuant to the provisions of the Redevelopment Plan and the Act, including, but not limited to, Section 99.845 of the Act, when Tax Increment Financing is established by Ordinance for the Redevelopment Project Area, the real property located therein is subject to assessment for annual Payment in Lieu of Taxes. Payment 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 Payment 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 the Redevelopment Area.

B. Default. Failure to pay Payment in Lieu of Taxes as to any property in the Redevelopment Project Area shall constitute a default by the owner of such property of the provisions of this Contract, and shall entitle the City, the County Collector or any other government official or body charged with the collection of any such sums, or the trustee of any Obligation to which the Payment in Lieu of Taxes have been assigned or pledged as collateral (any one or more of such persons hereinafter individually or collectively referred to as the "Collection Authority") to proceed against such property and/or the owner thereof in such Redevelopment Project Area as in other delinquent property tax cases or otherwise as permitted at law or in equity, and, if applicable, such failure shall entitle the Collection Authority to seek all other legal and equitable remedies it may have to assure the timely payment of all such sums or of the principal of and interest on any outstanding Obligations secured by such payments; provided, however, that the failure of any property in the Redevelopment Project Area to yield sufficient Payment 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 promptly notify the County Collector, the City Treasurer and all other appropriate officials and persons and seek to fully implement the Payment in Lieu of Taxes and reimbursements of Redevelopment Project Costs as provided in this Contract and in the Redevelopment Plan.

C. Creation of Lien. Notwithstanding anything to the contrary in this Contract, the lien on property within the Redevelopment Project 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 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.

2. Economic Activity Taxes. In addition to the Payment in Lieu of Taxes described in this Contract, and pursuant to Section 99.845.3 of the Act, Economic Activity Taxes shall be allocated to, and paid by the collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in the Economic Activity Taxes Account. Following the approval of the Redevelopment Project, for as long as such Redevelopment Project Area is subject to tax increment financing, Economic Activity Taxes shall be determined and deposited into the Economic Activity Taxes Account within the Special Allocation Fund in accordance with the following procedures (subject, however, to the provisions of Section 99.835 of the Act):

A. Documentation of Economic Activity Taxes. The Developer, its successors and assigns shall use best efforts to provide the City with documentation of sales tax receipts for each business in each Redevelopment Project Area, indicating the type and amount of the Economic Activity Taxes paid by each such business located within such Redevelopment Project Area. The Developer shall include provisions as specified in Article X, Section 5 in this Contract in all lease documents with tenants located within the Redevelopment Project Area requiring said sales tax information to be provided to the City. A similar provision shall be included in all sales contracts with purchasers of property located in the Redevelopment Project Area requiring said sales tax information to be provided to the City. The Developer shall enforce said provisions to the maximum extent permitted by law, and the Developer hereby agrees that each such lease or sales contract shall provide that the City is an intended third-party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against any such tenant or purchaser.

B. Certification by City. The City, following reasonable research and investigation, using independent consultants, accountants and counsel when appropriate, at the Developer's expense, but subject to reimbursement as a Reimbursable Project Cost, shall certify the nature and amount of Economic Activity Taxes payable by each Taxing District from which Economic Activity Taxes are due.

C. Presentation to Taxing Districts. The City shall deliver by mail or hand delivery its certification of Economic Activity Taxes payable by each Taxing District to the governing body of each such Taxing District with a request that such Taxing District shall within 30 days of receiving the certification or within 30 days after receiving any such Economic Activity Tax, whichever is later, appropriate the amount of Economic Activity Taxes actually received and pay the appropriate sum to the City Treasurer.

D. Deposit of Funds. The City Treasurer 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 Act and the Redevelopment Plan.

3. Special Allocation Fund. The City Treasurer shall establish and maintain the Special Allocation Fund which shall contain two separate segregated accounts. Payment in Lieu of Taxes shall be deposited into the Payment in Lieu of Taxes Account within the Special Allocation Fund, and Economic Activity Taxes shall be deposited into the Economic Activity Taxes Account within the Special Allocation Fund. Payment in Lieu of Taxes and Economic Activity Taxes so deposited and any interest earned on such deposits will be used for the payment of Reimbursable Project Costs, including Debt Service on Obligations, and for the possible distribution to the Taxing Districts, in the manner set forth in the Redevelopment Plan.

4. Disbursements From Special Allocation Fund. All disbursements from the Special Allocation Fund will be made out of the two separate segregated accounts maintained within the Special Allocation Fund for Payment in Lieu of Taxes and Economic Activity Taxes. Such disbursements shall be made in the following manner and order of preference:

A. Debt Service. Funds in the Special Allocation Fund shall then be disbursed to pay Debt Service at the times and in the amounts provided by the terms of outstanding Obligations in accordance with this Contract and the Cooperative Agreement.

B. Payment of School District Capital Costs. Payment annually of the School District Capital Costs from the Special Allocation Fund to be used for capital costs incurred by the Lee's Summit R-7 School District to accommodate new students resulting from completion of the Redevelopment Project.

C. Reimbursable Project Costs. Funds in the Special Allocation Fund shall be disbursed to pay the Developer's reasonable Reimbursable Project Costs as they come due; provided that such disbursement may only be made if, (i) after such disbursement, the funds remaining in the Special Allocation Fund are sufficient to pay Debt Service on outstanding Obligations payable in the then current calendar year; (ii) the Reimbursable Project Costs have been certified by the Developer pursuant to Article IV, Section 1.C. and (iii) all conditions precedent to City's duties specified in Article V, Section 3 have occurred.

D. Strother Interchange TDD. To reimburse the Strother Interchange TDD for Reimbursable Project Costs related to contributions to the Strother Interchange TDD Project that are not paid out of the proceeds of Obligations.

5. CID Assessments. Costs incurred by the CID in furtherance of completion of the Redevelopment Project and the Public Project Improvements, including costs and Debt Service related to Obligations, are Reimbursable Project Costs as set forth herein. Funds from the Special Allocation Fund may be disbursed to make direct payment of CID costs, including Debt Service on Obligations.

ARTICLE IX.
PAYMENT OF REIMBURSABLE PROJECT COSTS

1. Conditions Precedent to Issuance of Bonds. No Obligations shall be issued unless the following conditions precedent are satisfied:

A. Developer is not in default under this Contract.

B. The CID has been established, the Cooperative Agreement has been executed as specified in Article III, Section 3 hereof, and the CID Sales Tax has been imposed.

C. All of the conditions precedent set forth in Article V, Section 3 hereof have been satisfied or waived by City.

2. Payment of Project Costs - "As Collected" Basis. When a portion of the Reimbursable Project Costs are to be reimbursed from the Special Allocation Fund on an "as collected" basis, rather than paid with proceeds from the sale of Obligations, the Developer shall present to the City a certificate (a "Draw Certificate") which details the costs submitted for reimbursement or direct payment and certifies that said costs are reasonable Reimbursable Project Costs, together with supporting documentation (including copies of invoices, cancelled checks, receipts, lien waivers and any other documentation the City reasonably requires). The City shall review, verify and confirm the information included in said Draw Certificate and, if the City determines that it accurately reflects reasonable Reimbursable Project Costs, it shall approve the same and, within 30 days after said approval, make disbursement to the Developer, to the extent such funds are available in the Special Allocation Fund, to pay for the certified and approved Reimbursable Project Costs. If the City, pursuant to its review of such certificate and supporting documentation, determines that any portion of the request for reimbursement should not be approved, it shall state the reasons for such disapproval to the Developer immediately. Any such disapproval may be appealed to the City Council.

3. Payment of Project Costs with Bond Proceeds. At such time as proceeds from the sale of Obligations are available for the reimbursement of or direct payment of Reimbursable Project Costs from the project fund of such Obligations for which a Draw Certificate has been issued, payment shall be made by presenting a Draw Certificate to the trustee of the Obligations (whether one or more, the "Bond Trustee") for payment which has been endorsed by both City and Developer for any Draw Certificate presented by Developer for payment. Once presented for signature, Developer and City shall promptly each execute and deliver the fully endorsed Draw Certificate to the Bond Trustee directing the Bond Trustee to pay the amount set forth therein. The amount to be included in the initial Draw Certificate shall include all Reimbursable Project Costs that have been certified by City as of the date of the Draw Certificate. Once the Draw Certificate is presented to the Bond Trustee, City shall make reasonable efforts to cause the Bond Trustee to promptly make payment thereon. As to any costs that have been incurred but have not been paid by Developer, City shall have the right to cause payment to be made directly to the party entitled to such payment, or to withhold approval for such payment until payment is made to the party entitled thereto, it being agreed that City shall have no obligation to execute any Draw Certificate with respect to any Reimbursable Project Costs until paid by Developer, and any decision by City to execute any Draw Certificate with respect to any Reimbursable Project Costs not yet paid by Developer shall be at City's sole option and election. City shall have the right to require lien releases (full or partial) and such other releases as City may

reasonably require prior to authorizing any such disbursement. Disbursement to Developer of sufficient proceeds of the Obligations to pay for the Reimbursable Project Costs identified in the Draw Certificate shall be made within thirty (30) days of approval. Notwithstanding anything to the contrary herein, City shall deliver a copy of any such Draw Certificate to Developer concurrently with submission of said Draw Certificate to the Bond Trustee.

After funding the costs of issuance, the proceeds from the Obligations, if issued pursuant to this Article, will be used in the following priority to: (a) directly fund Reimbursable Project Costs certified by City as provided in this Article to design and construct the Public Project Improvements; (b) if CID revenues are pledged by the CID to the Special Allocation Fund, directly fund Reimbursable Project Costs certified by City as provided in this Article for the construction of CID Improvements; and (c) fund other Reimbursable Project Costs incurred by Developer as set out on Exhibit G and certified by City as provided herein.

ARTICLE X. **SALE OR DISPOSITION OF PROPERTY**

1. City Approval of Purchasing Entity. No sale, transfer or other conveyance of all or substantially all of the real property of the Developer within the Redevelopment Project Area may be made without the prior written approval of City, which approval shall not be unreasonably withheld. The City's right of approval of any transferee shall be in force as long as there are outstanding Obligations associated with the Redevelopment Project.

2. Continuation of Payment in Lieu of Taxes. The Developer, or any third party, may sell, transfer, convey or otherwise dispose of real property within the Redevelopment Project Area, subject to all applicable provisions of this Contract including the City's right of approval in Article X, Section 1 and the obligation in Article X, Section 3. In the event of the sale or other voluntary or involuntary disposition of any or all of the real property of the Developer or any third party in Redevelopment Project Area, Payment in Lieu of Taxes with respect to the real property so sold or otherwise disposed of 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 Developer and its successors and assigns in ownership of said property 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, transferee or other possessor thereof were originally a party to and bound by this Contract.

3. Obligation to Ameliorate Existing Conditions. The Developer's undertakings pursuant to this Contract, unless earlier satisfied and certified, 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 against purchasers or other transferees as if such purchaser or transferee were originally a party to and bound by this Contract.

4. Incorporation. The restrictions set forth above in Paragraphs 3 and 4, above, shall be incorporated into any deed or other instrument conveying real property within the Redevelopment Project Area and shall provide that said obligations or restrictions shall constitute a benefit held by both the Developer and the City. Failure of the Developer to require

that such restrictions be placed in any such deed or other instrument shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area.

5. Lease of Project Property. The Developer, or any third party, may lease real property within the Redevelopment Area. The Developer, or any third party, shall insert in any such lease the following language 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 infrastructure improvements for the Development. Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the TIF District when and as they are filed with the Missouri Department of Revenue, 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.

The Developer shall enforce said provision to the maximum extent permitted by law. At least five days prior to its execution, the Developer shall provide a certification to the City, signed by the Developer and each such tenant, 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.

ARTICLE XI. **COMPLETION OF REDEVELOPMENT**

1. Redevelopment Project Area. After all Obligations and Reimbursable Project Costs have been paid, but not later than 23 years from the adoption of an Ordinance approving and designating the last of the Redevelopment Project Area, all property in the Redevelopment Area shall be subject to assessment and payment of all ad valorem taxes, including, but not limited to, city, state and county taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the County Assessor, and the Redevelopment Project Area shall be owned and operated by the Developer free from the conditions, restrictions, and provisions of the Act, of any rules or regulations adopted pursuant thereto, of the Ordinance, of the Redevelopment Plan, and of this Contract.

2. Completion of Redevelopment Plan. Upon the payment of all Redevelopment Project Costs, retirement of Obligations and the distribution of any excess money pursuant to Sections 99.845 and 99.850 of the Act, the City shall adopt an Ordinance dissolving the Special Allocation Fund and terminating the designation of the Redevelopment Area as a redevelopment area under the Act. Thereafter, the rates of the Taxing Districts shall be extended and taxes levied, collected, and distributed in the manner applicable in the absence of the adoption of Tax

Increment Financing, and the Redevelopment Area shall be owned and operated by Developer free from the conditions, restrictions, and provisions of the Act, of any rules or regulations adopted pursuant thereto, of the Ordinance, of the Redevelopment Plan, and of this Contract.

ARTICLE XII.
TRANSFER OF DEVELOPER OBLIGATIONS

1. Assignment of Developer's Obligations. The Developer represents that its undertakings pursuant to this Contract are for the purpose of redevelopment. This Contract and the Developer's rights, duties and obligations under this Contract may not and shall not be assigned by the Developer except upon terms and conditions agreeable to the City. Any proposed transferee shall have the all of the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations of the Developer, and, if the proposed transfer relates to a portion of the Redevelopment Area on which the Redevelopment Project is underway, such obligations to the extent that they relate to such property. Any proposed transferee 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 under this Contract and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of the Redevelopment Area, such obligations, conditions and restrictions to the extent that they relate to such portion). In the event this Contract is assigned in whole or part and approved as set forth in this Contract, the Developer shall be released from any further obligations set forth in this Contract accruing after the date of such assignment.

2. Transfer of Interests in the Developer. The Developer shall, prior to the sale, conveyance or other transfer of controlling interest in the Developer (including without limitation any stock if the Developer is a corporation or membership interests if the Developer is a limited liability company), deliver to the City a request for approval of such transfer, and no such transfer shall be permitted except with the prior approval of the City, which approval shall not be unreasonably withheld. Upon submission by the Developer of any request for transfer to the City, the City shall have the right to request such documentation and information as the City shall determine to be necessary or desirable to determine whether such transfer is acceptable to the City. Any purported transfer by the Developer or any party owning an interest in the Developer of controlling interest in the Developer without the consent of the City shall be null and void. In addition, the City may require the Developer, as a condition precedent to the transfer of any interests in the Developer, to require the transferee to enter into an agreement with the City, upon terms acceptable to the City, obligating the transferee to comply with the requirements of the Redevelopment Plan and the obligations in this Contract relating to the property. Notwithstanding the foregoing, the Developer or the Developer's members, or any one of them, may, without notice to or approval of the City, transfer interests in the Developer to any related party, affiliate or trust, if such transfer does not result in a material change in the controlling interests of the Developer.

3. Assignment of Payments. Notwithstanding the foregoing, the Developer may assign or pledge its right to receive reimbursement for Reimbursable Project Costs incurred by providing the City with notice of any such assignment or pledge. Such assignment or pledge shall remain subject to the terms, provisions and conditions of this Contract.

4. Permitted Uses. The Developer shall take such action as is from time to time necessary to permit only such uses within the Redevelopment Project Area which conform to and are permitted by the Redevelopment Plan or by this Contract.

ARTICLE XIII.
INDEMNIFICATION

1. Indemnification of the City.

A. The Developer shall indemnify, protect, defend and hold the City and its officers, directors, members, commissioners, employees and agents (collectively, the "City Indemnified Parties" or, individually, a "City Indemnified Party") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character (including consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any acts or omissions of the Developer, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Contract.

B. In the event any suit, action, investigation, claim or proceeding (collectively, a "City Related Action") is begun or made as a result of which the Developer may become obligated to one or more of the Indemnified Parties under this Contract, the City Indemnified Party shall give prompt notice to the Developer of the occurrence of such event, but the failure to notify the Developer will not relieve the Developer of any liability that it may have to a City Indemnified Party. After receipt of such notice, the Developer may elect to defend, contest or otherwise protect the City Indemnified Party against any such City Related Action, at the cost and expense of the Developer, utilizing counsel of the Developer's choice. The City Indemnified Party shall have the right, but not the obligation, to participate, at the City Indemnified Party's own cost and expense, in the defense thereof by counsel of the City Indemnified Party's choice. In the event that the Developer shall fail timely to defend, contest or otherwise protect an City Indemnified Party against such City Related Action, the City Indemnified Party shall have the right to do so, and (if such defense is undertaken by the City Indemnified Party after notice to the Developer asserting the Developer's failure to timely defend, contest or otherwise protect against such City Related Action), the City Indemnified Party may submit any bills for fees and costs received from its counsel to the Developer for payment and, within five business days after such submission, the Developer shall transfer to the City Indemnified Party sufficient funds to pay such bills. The Developer acknowledges that such bills may be redacted to delete any information which would constitute attorney-client communication or attorney work product.

C. An Indemnified Party shall submit to the Developer any settlement proposal that the Indemnified Party shall receive. The Developer shall be liable for the payment of any amounts paid in settlement of any City Related Action to the extent that the Developer consents to such settlement. Neither the Developer nor the Indemnified Party will unreasonably withhold its consent to a proposed settlement.

D. The Developer expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Contract imposed upon the Developer in order to induce the City to enter into this Contract. To the fullest extent permitted by law, an Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the rights to indemnification created by, or provided pursuant to, this Contract. If such court action is successful, the Indemnified Party shall be reimbursed by the Developer for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

E. The right to indemnification set forth in this Contract shall survive the termination of this Contract.

ARTICLE XIV.
DEFAULT

1. Breach-Compliance.

A. If the Developer or the City does not comply with the provisions of this Contract, including the provisions of the Redevelopment Plan, within the time limits and in the manner for the completion of the Redevelopment Project as therein stated, except for Excusable Delays (as defined in **Article XIV, Section 2** hereof), in that the Developer or the City shall do, permit to be done, or fail or omit to do, or shall be about so to do, permit to be done, or fail or omit to have done, anything contrary to or required of it by this Contract or the Act, and if, within 30 days after notice of such default by the nondefaulting party to the defaulting party, the defaulting party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said 30-day period (but in any event if the defaulting party shall not have cured such default within 120 days), then the nondefaulting party may institute such proceedings as may be necessary in its opinion to cure the default including, but not limited to, proceedings to compel specific performance by the party in default of its obligations and, in the case of default by the Developer, the City is granted the right to terminate this Contract, the right to apply any deposit or other funds submitted by the Developer to the City in payment of the damages suffered by the City, the right to withhold or apply funds from the Special Allocation Fund to such extent as is necessary to protect the City from loss or to ensure that the Redevelopment Plan and the Redevelopment Project are fully and successfully implemented in a timely fashion, and the right to withhold issuance of a Certificate of Completion and Compliance. If any action is instituted by either party under this Contract, the nonprevailing party in such action shall pay any and all costs, fees and expenses, including attorneys' fees incurred by the prevailing party in enforcing this Contract.

B. The rights and remedies of the parties to this Contract, whether provided by law or by this Contract, shall be cumulative and the exercise by either party of any one or more of such remedies 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 either party shall apply to obligations beyond those expressly waived.

C. The Developer (for itself and its successors and assigns, and for all other persons who are or who shall become liable, by express or implied assumption or otherwise, upon or subject to any obligation or burden under this Contract), waives to the fullest extent permitted by law and equity all claims or defenses otherwise available on the ground of being or having become a surety or guarantor, whether by agreement or operation of law. This waiver includes, but is not limited to, all claims and defenses based upon extensions of time, indulgence or modification of terms of contract.

D. Any delay by either party 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 them in any way. No waiver in fact made by either party of any specific default by the other party 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.

E. Notwithstanding anything to the contrary herein, Developer agrees that in the event of any default by City under this Contract, it will not bring any action or suit to recover damages against City or any officer, director, commissioner, member, employee, or agent of any of them, except that this Section shall not prevent the award of attorneys' fees under Article XIV hereof in the event of a default by City under this Contract. Actions brought in equity or which otherwise do not seek to recover damages are not precluded by this Section.

2. Excusable Delays. The parties understand and agree that the Developer shall not be deemed to be in default of this Contract because of delays or temporary inability to commence, complete or proceed in accordance with the Development Schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of the Developer which are caused by the action or failure to act of any governmental body, acts of war or civil insurrection, breach of this Contract by the City or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, intergalactic invasions, intragalactic invasions, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather (collectively "Excusable Delays"). With the approval of the City, the time of performance under this Contract shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes, which approval shall not be arbitrarily or unreasonably withheld. The Developer shall be granted such extensions upon presentation of reasonable evidence and/or documentation of the periods of such Excusable Delays. Nothing in this Section shall excuse the Developer from any obligation to pay money under this Contract, nor shall this Section excuse the Developer from performance of its obligations because of a lack of funds or inability to obtain financing, except if financing commitments obtained by the Developer and approved by the City as provided in this Contract are not fulfilled by the party issuing such commitment through no fault of the Developer, in which case Developer shall be entitled to additional time not to exceed 180 days to obtain new financing commitments to be approved by the City in the same manner as provided in this Contract for the initial financing commitments.

ARTICLE XV.
MISCELLANEOUS

1. Notice. Any notice required by this Contract shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the City shall be addressed to:
City Attorney
City Hall
220 SE Green Street
Lee's Summit, Missouri 64063

Notices to Developer shall be addressed to:

Jay Burchfield
302 Campusview Drive, Suite 210
Columbia, Missouri 65203

With a copy to:

William B. Moore, Esq.
King Hershey, PC
2345 Grand Boulevard, Suite 2100
Kansas City, Missouri 64108

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party 10 days' written notice thereof.

2. Modification. The terms, conditions, and provisions of this Contract and of the Redevelopment Plan can be neither modified nor eliminated except in writing and by mutual agreement between the City and the Developer. Any modification to this Contract as approved shall be attached to this Contract and incorporated by reference.

3. Effective Date. This Contract shall become effective on the date set forth above, and shall remain in full force and effect until the completion of the Redevelopment Project and the Public Project Improvements, and so long as any Obligations or Redevelopment Project Costs remain outstanding and unpaid.

4. Applicability. This Contract shall apply only to the Redevelopment Project referred to in this Contract.

5. Recording. Upon full execution by the City and the Developer, this Contract shall be recorded by the City in the Office of the Director of Records at the Courthouse in Independence, Jackson County, Missouri.

6. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of Missouri.

7. Covenant Running With the Land. The provisions of this Contract shall be covenants running with the land and shall remain in effect for the duration of the Redevelopment Plan and any renewal period or periods of the Redevelopment Plan at the end of which time they shall cease. Such provisions shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and be enforceable by, the City, its successors and assigns, against the Developer, its successors and assigns, and every successor in interest to the subject real property, or any part of it or any interest in it and any party in possession or occupancy of the real property or any part thereof (provided that any such covenants shall be binding on the Developer itself, such successor in interest to the subject property, and every part of the subject real property, and each party in possession or occupancy of the subject real property or any part thereof, only during their period of ownership).

8. Relocation Costs. The City shall not be responsible for any relocation activity or the costs thereof that may be required by law to be paid. The Developer shall provide the relocation services and benefits as provided for under the Redevelopment Plan and to hold the City harmless from any claim, cost or expense for said services and benefits made by individuals and entities arising from implementation of this Redevelopment Plan, except that such costs may be deemed by the City to be Redevelopment Project Costs. Notwithstanding, the City may assist in administering relocation activity if requested by the Developer.

9. Administrative Costs and Expenses.

A. In order to reimburse the City for its administrative costs and expenses (including staff time and contracted services) in connection with the preparation, development and implementation of the Redevelopment Plan and the performance of its obligations under this Contract, the City and the Developer have entered into a funding agreement ("Funding Agreement"), dated June 9, 2006. Upon execution of this Contract, 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 Article VIII, Section 4 of this Contract. All costs paid by the City to third parties and by Developer to the City under the Funding Agreement are Reimbursable Project Costs. Any of the City's actual and reasonable administrative costs and expenses which are not immediately payable from the Special Allocation Fund shall be paid by the Developer within 30 days of having been billed for same and may be claimed by Developer as Redevelopment Project Costs. Any of the City's actual and reasonable administrative costs and expenses which are not covered by the Funding Agreement shall be paid by the Developer within 30 days of having been billed for same and may be claimed by Developer as Redevelopment Project Costs. If payment of said expenses has not been made in full within 30 days of having been billed, a 2% fee will be applied to the unpaid balance as a late penalty. A 2% penalty fee will continue to cumulate monthly thereafter, up to a maximum cumulative penalty of 18%, until payment of all billed expenses and penalties are paid in full.

B. Additional documented professional service costs and other expenses incurred by the City that are found by it to be reasonable and necessary for the City to discharge its duties but not directly attributable to the Redevelopment Plan shall be

reimbursed from the Special Allocation Fund. However, in no event shall such reimbursements exceed \$50,000 in any year.

C. Upon the request of the Developer, and at the sole cost of the Developer, the City shall furnish appropriate documentation of the administrative costs and expenses as referred to in this Section which are in its possession, and shall allow the Developer or its representatives an opportunity to audit the accounts and records of the City with regard to such administrative costs and expenses, such audit to be at the sole cost and expense of the Developer and conducted at such time as is mutually agreeable to the parties, but in no event more frequently than monthly.

10. Validity and Severability. It is the intention of the parties to this Contract that the provisions of this Contract shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision of this Contract shall not render unenforceable, or impair, the remainder of this Contract. Accordingly, if any provision of this Contract shall be deemed invalid or unenforceable in whole or in part, this Contract shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Contract in order to render the same valid and enforceable.

11. Time and Performance are of the Essence. Time and exact performance are of the essence of this Contract.

12. City's Legislative Powers. Notwithstanding any other provisions in this Contract, nothing herein shall be deemed to usurp the governmental authority or police powers of City or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first written above.

CITY OF LEE'S SUMMIT

Steven Lewis, City Administrator

ATTEST:

Denise Chisum, City Clerk

APPROVED AS TO FORM:

Jennifer Baird, Assistant City Attorney

WILGATE DEVELOPMENT, L.L.C.

Jay Burchfield, Managing Member

Notary for City of Lee's Summit

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this ____ day of _____, 2006, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Steven Lewis, the City Administrator 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 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.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

Notary for Wilgate Development, L.L.C.

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2006, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jay Burchfield, who is personally known to me to be the same person who executed the within instrument as managing member of Wilgate Development L.L.C., and such person duly acknowledged the execution of the same to be the act and deed of the Wilgate Development L.L.C.

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

NOTARY PUBLIC

My Commission Expires:

[SEAL]

EXHIBIT A

REDEVELOPMENT AREA

A TRACT OF LAND LOCATED IN SECTION 20, TOWNSHIP 48 NORTH, RANGE 31 WEST, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEEDS RECORDED BY DOCUMENTS NO. I-814844 AND I-823086, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 9, LAKEWOOD BUSINESS CENTER ON I-470 PLAT C; THENCE WITH THE LINES OF SAID LOT 9 S66°038'50"W, 424.44 FEET TO THE EAST RIGHT-OF-WAY OF INDEPENDENCE AVENUE; THENCE LEAVING THE LINES OF SAID LOT 9 AND WITH SAID RIGHT-OF-WAY N23°21'10"W, 282.15 FEET; THENCE 374.79 FEET ALONG A 709.00 FOOT RADIUS CURVE TO THE RIGHT SAID CURVE HAS A CHORD N08°12'35"W, 370.44 FEET; THENCE N6°56'00"E, 2743.59 FEET TO THE SOUTH RIGHT-OF-WAY OF STROTHER ROAD; THENCE LEAVING SAID EAST RIGHT-OF-WAY AND WITH SAID SOUTH RIGHT-OF-WAY S88°15'35"E, 75.87 FEET; THENCE 288.62 FEET ALONG A 632.96-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAS A CHORD N78°40'40"E, 286.13 FEET; THENCE S88°10'45"E, 230.36 FEET TO THE WEST RIGHT-OF-WAY OF I-470; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY AND WITH SAID WEST RIGHT-OF-WAY S8°23'25"W, 27.27 FEET; THENCE S2°29'25"W, 375.12 FEET; THENCE S6°55'25"W, 1258.00 FEET; THENCE S33°29'10"W, 55.90 FEET; THENCE S6°55'25"W, 250.00 FEET; THENCE S0°12'05"E, 201.52 FEET; THENCE S6°55'25"W, 1088.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 44.92 ACRES.

AND

A TRACT OF LAND LOCATED IN SECTION 20, TOWNSHIP 48 NORTH, RANGE 31 WEST, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEEDS RECORDED BY DOCUMENTS NO. 1814844 AND 1823086, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 27, LAKEWOOD BUSINESS CENTER ON I-470 PLAT K; THENCE WITH THE LINES OF SAID LOT 27 S88°10'45"E, 404.12 FEET; THENCE N1°49'15"E, 574.76 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF JONES INDUSTRIAL DRIVE; THENCE LEAVING THE LINES OF SAID LOT 27 AND WITH SAID SOUTH RIGHT-OF-WAY Line S88°10'45"E, 1364.62 FEET; THENCE 49.80 FEET ALONG A 30.00-FOOT RADIUS CURVE TO THE RIGHT SAID CURVE HAS A CHORD S40°37'20"E, 44.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF INDEPENDENCE AVENUE; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND WITH SAID WEST RIGHT-OF-WAY LINE S6°56'00"W, 1465.73 FEET; THENCE 394.95 FEET ALONG A 769.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAS A CHORD S7°46'45"E, 390.63 FEET; THENCE 46.67 FEET ALONG A 30.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAS A CHORD S22°04'35"W, 42.11 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HAGAN ROAD; THENCE LEAVING SAID WEST Right-OF-WAY LINE AND WITH SAID NORTH RIGHT-OF-WAY LINE

S66°38'50"W, 293.63 FEET; THENCE 180.72 FEET ALONG A 320.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAS A CHORD S82°49'35"W, 178.33 FEET TO THE SOUTHEAST CORNER OF LOT 17A, REPLAT NO. 1 OF LAKEWOOD BUSINESS CENTER ON I-470 PLAT N; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE AND WITH THE LINES OF SAID LOT 17A N2°02'10"E, 719.13 FEET; THENCE N88°10'50"W, 649.68 FEET; THENCE S2°02'10"W, 472.36 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HAGAN ROAD; THENCE LEAVING THE LINES OF SAID LOT 17A AND WITH SAID NORTH RIGHT-OF-WAY LINE N66°30'55"W, 425.63 FEET; THENCE 253.78 FEET ALONG A 270.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAS A CHORD N39°35'20"W, 244.54 FEET; THENCE N12°39'40"W, 265.73 FEET; THENCE 70.29 FEET ALONG A 270.00-FOOT RADIUS CURVE TO THE RIGHT SAID CURVE HAS A CHORD N5°12'15"W, 70.09 FEET; THENCE N2°15'15"E, 581.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 59.47 ACRES.

AND

A TRACT OF LAND LOCATED IN SECTION 20. TOWNSHIP 48 NORTH. RANGE 31 WEST, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEEDS RECORDED BY DOCUMENTS NO. 1814844 AND I823086, AND Being MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT28A LAKEWOOD BUSINESS CENTER ON I-470 PLAT L; THENCE WITH THE LINES OF SAID PLAT L N1°49'15"E, 641.33 FEET; THENCE LEAVING THE LINES OF SAID PLAT N1°49'15"E, 93.67 FEET; THENCE N88°10'45"W, 375.12 FEET TO THE EAST RIGHT-OF-WAY LINE OF HAGAN ROAD; THENCE WITH SAID RIGHT-OF-WAY LINE, N1°32'15"E, 154.93 FEET; THENCE 102.69 FEET ALONG A 1114.84-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAS A CHORD N1°06'05"W, 102.66 FEET; THENCE N3°44'25"W. 101.10 FEET; THENCE 86.90 FEET ALONG A 924.94-FOOT RADIUS CURVE TO THE RIGHT Said CURVE HAS A CHORD N1°02'55"W, 86.87 FEET; THENCE 47.22 FEET ALONG A 30.00-FOOT RADIUS CURVE TO THE RIGHT, Said CURVE HAS A CHORD N46°43'55"E, 42.49 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STROTHER ROAD; THENCE WITH SAID RIGHT-OF-WAY LINE S88°10'45"E, 651.60 FEET TO THE NORTHWEST CORNER OF LOT 30D LAKE WOOD BUSINESS CENTER ON I-470 PLAT D; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND WITH THE Lines OF SAID LOT 30D S1°49'15"W, 1209.93 FEET TO THE NORTH RIGHT-OF-WAY LINE OF JONES INDUSTRIAL DRIVE; THENCE LEAVING THE LINES OF SAID LOT 30D AND WITH THE LINES OF SAID RIGHT-OF-WAY LINE N88°10'45"W, 286.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.12 ACRES.

AND

LOT 2A. REPLAT NO. 2 OF LAKEWOOD BUSINESS CENTER ON I-470 PLAT A, RECORDED AS DOCUMENT NO. 1007956 AND CONTAINING 7.01 ACRES.

AND

A TRACT OF LAND LOCATED IN SECTION 20, TOWNSHIP 48 NORTH, RANGE 31 WEST, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEEDS RECORDED BY DOCUMENTS NO. I814844 AND I823086, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2A OF REPLAT NO. 2 OF LAKEWOOD BUSINESS CENTER ON I-470 PLAT A; THENCE WITH THE LINES OF SAID REPLAT NO. 2 S1°49'15"W, 516.86 FEET; THENCE N88°10'45"W, 39.00 FEET; THENCE S1°49'15"W, 693.07 FEET TO THE NORTH RIGHT-OF-WAY OF JONES INDUSTRIAL DRIVE; THENCE LEAVING THE LINES OF SAID REPLAT NO. 2 AND WITH SAID RIGHT-OF-WAY LINE N88°10'45"W, 39.22 FEET TO THE Southeast CORNER OF LOT 30D LAKEWOOD BUSINESS CENTER ON I-470 PLAT D; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND WITH THE LINES OF SAID LOT 30D N1°49'15"E, 1209.93 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STROTHER ROAD; THENCE LEAVING THE LINES OF SAID LOT 30D AND WITH SAID RIGHT-OF-WAY LINE S88°10'45"E, 78.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.55 ACRES.

EXHIBIT B

REDEVELOPMENT PROJECT AREA

A TRACT OF LAND LOCATED IN SECTION 20, TOWNSHIP 48 NORTH, RANGE 31 WEST, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEEDS RECORDED BY DOCUMENTS NO. I-814844 AND I-823086, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 9, LAKEWOOD BUSINESS CENTER ON I-470 PLAT C; THENCE WITH THE LINES OF SAID LOT 9 S66°038'50"W, 424.44 FEET TO THE EAST RIGHT-OF-WAY OF INDEPENDENCE AVENUE; THENCE LEAVING THE LINES OF SAID LOT 9 AND WITH SAID RIGHT-OF-WAY N23°21'10"W, 282.15 FEET; THENCE 374.79 FEET ALONG A 709.00 FOOT RADIUS CURVE TO THE RIGHT SAID CURVE HAS A CHORD N08°12'35"W, 370.44 FEET; THENCE N6°56'00"E, 2743.59 FEET TO THE SOUTH RIGHT-OF-WAY OF STROTHER ROAD; THENCE LEAVING SAID EAST RIGHT-OF-WAY AND WITH SAID SOUTH RIGHT-OF-WAY S88°15'35"E, 75.87 FEET; THENCE 288.62 FEET ALONG A 632.96-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAS A CHORD N78°40'40"E, 286.13 FEET; THENCE S88°10'45"E, 230.36 FEET TO THE WEST RIGHT-OF-WAY OF I-470; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY AND WITH SAID WEST RIGHT-OF-WAY S8°23'25"W, 27.27 FEET; THENCE S2°29'25"W, 375.12 FEET; THENCE S6°55'25"W, 1258.00 FEET; THENCE S33°29'10"W, 55.90 FEET; THENCE S6°55'25"W, 250.00 FEET; THENCE S0°12'05"E, 201.52 FEET; THENCE S6°55'25"W, 1088.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 44.92 ACRES.

AND

A TRACT OF LAND LOCATED IN SECTION 20, TOWNSHIP 48 NORTH, RANGE 31 WEST, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEEDS RECORDED BY DOCUMENTS NO. I814844 AND I823086, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 27, LAKEWOOD BUSINESS CENTER ON I-470 PLAT K; THENCE WITH THE LINES OF SAID LOT 27 S88°10'45"E, 404.12 FEET; THENCE N1°49'15"E, 574.76 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF JONES INDUSTRIAL DRIVE; THENCE LEAVING THE LINES OF SAID LOT 27 AND WITH SAID SOUTH RIGHT-OF-WAY Line S88°10'45"E, 1364.62 FEET; THENCE 49.80 FEET ALONG A 30.00-FOOT RADIUS CURVE TO THE RIGHT SAID CURVE HAS A CHORD S40°37'20"E, 44.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF INDEPENDENCE AVENUE; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND WITH SAID WEST RIGHT-OF-WAY LINE S6°56'00"W, 1465.73 FEET; THENCE 394.95 FEET ALONG A 769.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAS A CHORD S7°46'45"E, 390.63 FEET; THENCE 46.67 FEET ALONG A 30.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAS A CHORD S22°04'35"W, 42.11 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HAGAN ROAD; THENCE LEAVING SAID WEST Right-OF-WAY LINE AND WITH SAID NORTH RIGHT-OF-WAY LINE

S66°38'50"W, 293.63 FEET; THENCE 180.72 FEET ALONG A 320.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAS A CHORD S82°49'35"W, 178.33 FEET TO THE SOUTHEAST CORNER OF LOT 17A, REPLAT NO. 1 OF LAKEWOOD BUSINESS CENTER ON I-470 PLAT N; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE AND WITH THE LINES OF SAID LOT 17A N2°02'10"E, 719.13 FEET; THENCE N88°10'50"W, 649.68 FEET; THENCE S2°02'10"W, 472.36 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HAGAN ROAD; THENCE LEAVING THE LINES OF SAID LOT 17A AND WITH SAID NORTH RIGHT-OF-WAY LINE N66°30'55"W, 425.63 FEET; THENCE 253.78 FEET ALONG A 270.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAS A CHORD N39°35'20"W, 244.54 FEET; THENCE N12°39'40"W, 265.73 FEET; THENCE 70.29 FEET ALONG A 270.00-FOOT RADIUS CURVE TO THE RIGHT SAID CURVE HAS A CHORD N5°12'15"W, 70.09 FEET; THENCE N2°15'15"E, 581.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 59.47 ACRES.

AND

A TRACT OF LAND LOCATED IN SECTION 20. TOWNSHIP 48 NORTH. RANGE 31 WEST, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEEDS RECORDED BY DOCUMENTS NO. 1814844 AND I823086, AND Being MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT28A LAKEWOOD BUSINESS CENTER ON I-470 PLAT L; THENCE WITH THE LINES OF SAID PLAT L N1°49'15"E, 641.33 FEET; THENCE LEAVING THE LINES OF SAID PLAT L N1°49'15"E, 93.67 FEET; THENCE N88°10'45"W, 375.12 FEET TO THE EAST RIGHT-OF-WAY LINE OF HAGAN ROAD; THENCE WITH SAID RIGHT-OF-WAY LINE, N1°32'15"E, 154.93 FEET; THENCE 102.69 FEET ALONG A 1114.84-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAS A CHORD N1°06'05"W, 102.66 FEET; THENCE N3°44'25"W, 101.10 FEET; THENCE 86.90 FEET ALONG A 924.94-FOOT RADIUS CURVE TO THE RIGHT SAID CURVE HAS A CHORD N1°02'55"W, 86.87 FEET; THENCE 47.22 FEET ALONG A 30.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAS A CHORD N46°43'55"E, 42.49 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STROTHER ROAD; THENCE WITH SAID RIGHT-OF-WAY LINE S88°10'45"E, 651.60 FEET TO THE NORTHWEST CORNER OF LOT 30D LAKE WOOD BUSINESS CENTER ON I-470 PLAT D; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND WITH THE Lines OF SAID LOT 30D S1°49'15"W, 1209.93 FEET TO THE NORTH RIGHT-OF-WAY LINE OF JONES INDUSTRIAL DRIVE; THENCE LEAVING THE LINES OF SAID LOT 30D AND WITH THE LINES OF SAID RIGHT-OF-WAY LINE N88°10'45"W, 286.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.12 ACRES.

AND

LOT 2A. REPLAT NO. 2 OF LAKEWOOD BUSINESS CENTER ON I-470 PLAT A, RECORDED AS DOCUMENT NO. 1007956 AND CONTAINING 7.01 ACRES.

AND

A TRACT OF LAND LOCATED IN SECTION 20, TOWNSHIP 48 NORTH, RANGE 31 WEST, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEEDS RECORDED BY DOCUMENTS NO. I814844 AND I823086, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2A OF REPLAT NO. 2 OF LAKEWOOD BUSINESS CENTER ON I-470 PLAT A; THENCE WITH THE LINES OF SAID REPLAT NO. 2 S1°49'15"W, 516.86 FEET; THENCE N88°10'45"W, 39.00 FEET; THENCE S1°49'15"W, 693.07 FEET TO THE NORTH RIGHT-OF-WAY OF JONES INDUSTRIAL DRIVE; THENCE LEAVING THE LINES OF SAID REPLAT NO. 2 AND WITH SAID RIGHT-OF-WAY LINE N88°10'45"W, 39.22 FEET TO THE Southeast CORNER OF LOT 30D LAKEWOOD BUSINESS CENTER ON i-470 PLAT D; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND WITH THE LINES OF SAID LOT 30D N1°49'15"E, 1209.93 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STROTHER ROAD; THENCE LEAVING THE LINES OF SAID LOT 30D AND WITH SAID RIGHT-OF-WAY LINE S88°10'45"E, 78.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.55 ACRES.

EXHIBIT C
ARCHITECTURAL DESIGN GUIDELINES

[City to provide]

EXHIBIT D
IMPROVEMENTS

The mixed use commercial development to be constructed within the Redevelopment Area which is anticipated to consist of over 975,000 square feet of office and warehouse space, approximately 29,700 square feet of general retail development, 25,000 square feet of restaurant development, a 42,250 square-foot hotel and a 45,920 square-foot retail strip center.

EXHIBIT E

PUBLIC PROJECT IMPROVEMENTS

Public Project Improvements include the following traffic improvements and on-site improvements to be constructed within the City by the Developer:

1. Signalization at the intersection of Colbern Road and Town Centre Boulevard;
2. Turn lanes at Colbern Road and Town Centre Boulevard;
3. Construction of a raised median at Colbern Road and Independence Avenue;
4. Other traffic improvements which the City may designate as development in and around the Redevelopment Area proceeds; and
5. The internal streets and utilities, storm water improvements and wetlands mitigation included in the Redevelopment Project Costs as part of the “Redevelopment Project Improvements” and “Professional Services” costs as shown on Exhibit 4 to the Redevelopment Plan.

EXHIBIT F
DEVELOPMENT SCHEDULE
[Obtain from Jay Burchfield]

EXHIBIT G
REDEVELOPMENT PROJECT COST BUDGET

[See Spreadsheet]

EXHIBIT H

CID IMPROVEMENTS

Water, storm and sewer systems and internal streets and utilities to be constructed within the boundaries of the CID.

RESOLUTION NO. 2015-__

A RESOLUTION OF THE TAX INCREMENT FINANCING COMMISSION OF LEE'S SUMMIT, MISSOURI, RECOMMENDING THAT THE CITY COUNCIL APPROVE THE FIRST AMENDMENT TO THE I-470 BUSINESS AND TECHNOLOGY TAX INCREMENT FINANCING PLAN.

WHEREAS, the Tax Increment Financing Commission of Lee's Summit, Missouri ("**TIF Commission**"), has been duly formed by the City Council of the City of Lee's Summit, Missouri ("**City Council**") pursuant to Section 99.820.2 of the Revised Statutes of Missouri ("**RSMo**");

WHEREAS, on July 27, 2006, the City Council approved the I-470 Business and Technology Tax Increment Financing Plan (the "**Redevelopment Plan**") through the adoption of Ordinance No. 6229;

WHEREAS, the Redevelopment Area for the Redevelopment Plan, which contains approximately 125 acres, is generally located in Lee's Summit, Missouri, in an area south of Strother Road, west of I-470 and east of Lee's Summit Municipal Airport, and is legally described in the Redevelopment Plan;

WHEREAS, on July 10, 2015, the applicant LBC Development Corp., submitted a proposed First Amendment to the Redevelopment Plan (the "**First Amendment**") which would provide for removal of one tract, containing approximately 34 acres, from the Redevelopment Area;

WHEREAS, on June 12, 2015, the City mailed written notices of the scheduled TIF Commission public hearing to consider the First Amendment to all taxing districts from which taxable property is included in the proposed Redevelopment Area, in compliance with Sections 99.825 and 99.830, RSMo;

WHEREAS, on July 1, 2015, the City published notice in the *Lee's Summit Journal* of the scheduled TIF Commission public hearing to consider the merits of the First Amendment, in compliance with Section 99.830, RSMo;

WHEREAS, on July 16, 2015, the City mailed written notices of the scheduled TIF Commission public hearing to all persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Redevelopment Area, in compliance with Section 99.830, RSMo;

WHEREAS, on July 21, 2015, notice of the TIF Commission meeting at which the public hearing will be held for consideration of the First Amendment was posted in compliance with the Missouri Sunshine Law, Sections 610.010 to 610.225, RSMo, and the special notice requirements set forth in Section 67.2725, RSMo;

WHEREAS, on July 22, 2015, the City again published notice in the *Lee's Summit Journal* of the scheduled TIF Commission public hearing to consider the merits of the First Amendment, in compliance with Section 99.830, RSMo;

WHEREAS, a copy of the notice of the public hearing has been submitted to the Director of the Department of Economic Development, in compliance with Sections 99.825 and 99.830, RSMo.

NOW, THEREFORE, be it resolved by the Tax Increment Financing Commission for the City of Lee's Summit:

