AN ORDINANCE APPROVING AN AMENDMENT TO THE EAST U.S. 50 HIGHWAY CORRIDOR IMPROVEMENT TAX INCREMENT FINANCING PLAN WITH RESPECT TO THE REDEVELOPMENT OF PROJECT AREA 4, AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND WEST STAR CO., INC., APPROVING REDEVELOPMENT PROJECT NO. 4 AND ADOPTING TAX INCREMENT FINANCING THEREIN, AND DESIGNATING WEST STAR CO., INC. AS THE DEVELOPER OF REDEVELOPMENT PROJECT NO. 4.

WHEREAS, on December 13, 2007, the City approved the East U.S. 50 Highway Corridor Improvement Tax Increment Financing Plan (the "Redevelopment Plan") through the adoption of Ordinance No. 6551, 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 November 28, 2012, West Star Co., Inc. (the "Developer") submitted the proposed "Amendment to East U.S. 50 Highway Corridor Improvement Tax Increment Financing Plan With Respect to the Redevelopment of Project Area 4" for the City's consideration in accordance with the TIF Act, which was revised by Developer and submitted to the City on February 5, 2013 (the "Amendment"); and,

WHEREAS, on November 2, 2012, the City mailed written notices of the scheduled TIF Commission public hearing to consider the Amendment to all taxing districts from which taxable property is included in the Redevelopment Area, in compliance with Sections 99.825 and 99.830, RSMo; and,

WHEREAS, in accordance with the written procedures relating to bids and proposals for implementation of redevelopment projects as adopted by the City, the City, on November 23, 2012, published in the *Lee's Summit Journal* a notice of request for proposals for the implementation of redevelopment projects for the TIF Plan, which provided reasonable opportunity for any person to submit proposals for redevelopment projects in compliance with Section 99.820.1(3), RSMo; and,

WHEREAS, on December 5, 2012, 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 November 23 and December 12, 2012, the City published notice in *The Lee's Summit Journal* of the scheduled TIF Commission public hearing to consider the merits of the Amendment, in compliance with Section 99.830, RSMo; and,

WHEREAS, on December 17, 2012, at 6:00 p.m., the TIF Commission opened the public hearing to consider the Amendment, which was continued to and concluded on January 7, 2013, and after taking evidence and testimony, thereafter unanimously voted to adopt Resolution No. 2013-1 which recommends that the City Council approve the Amendment, with the additional recommendation that the Project Budget be revised; and,

WHEREAS, on February 22, 2013, the City mailed written notices of the revisions to the Amendment to all taxing districts from which taxable property is included in the Redevelopment Area; and,

WHEREAS, on February 22, 2013, the City published in the *Lee's Summit Journal* a notice of the revisions to the Amendment; and,

WHEREAS, on March 22, 2013, the City mailed written notices of additional revisions to the Amendment to all taxing districts from which taxable property is included in the Redevelopment Area; and,

WHEREAS, on March 22, 2013, the City published in the *Lee's Summit Journal* a notice of additional revisions to the Amendment; and,

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; 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 Amendment, as revised, and enter into an agreement with Developer to implement the 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, that the Redevelopment Area as a whole has not been subject to growth and development through investment by private enterprise and that the Redevelopment Area as a whole, including the development of Redevelopment Project 4 as proposed in the Amendment, would not reasonably be anticipated to be developed without the adoption of tax increment financing.

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

SECTION 3. The Tax Increment Financing Redevelopment Agreement between the City and Developer, which is attached hereto as Exhibit A and incorporated herein by reference (the "Agreement"), is hereby approved and the City Manager is authorized and directed to execute the Agreement in substantial compliance with the attached Agreement.

SECTION 4. The area selected for Redevelopment Project No. 4 as described in Exhibit B, which is attached hereto and incorporated herein by reference, is approved and designated as Redevelopment Project No. 4. Redevelopment Project No. 4 includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the redevelopment project improvements as set forth in the Redevelopment Plan and the Amendment.

SECTION 5. West Star Co., Inc., is hereby designated as developer of Redevelopment Project No. 4.

SECTION 6. Tax increment financing is hereby adopted for Redevelopment Project No. 4 as follows:

A. Tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for Redevelopment Project No. 4. After the total equalized assessed valuation of the taxable real property in Redevelopment Project No. 4 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project No. 4, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such project by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as follows:

1. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the area selected for Redevelopment Project No. 4 shall be allocated to and, when collected, shall be paid by the Jackson County Collector and the city treasurer or other designated financial officer of the City to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

2. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the area selected for Redevelopment Project No. 4, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the city treasurer or other designated financial officer of the City who shall deposit such payment in lieu of taxes into the Special Allocation Fund that has been established by the City for the Redevelopment Plan.

B. In addition to the payments in lieu of taxes described above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the city or taxing districts, and which are generated by economic activities within the area selected for Redevelopment Project No. 4 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales of charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 RSMo, and licenses, fees or special assessments, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the city treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

SECTION 7. 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 8. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 9. 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 4th day of April, 2013.

Randall L. Rhoads
Mayor *Randall L. Rhoads*

ATTEST:

Denise R. Chisum
City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this 10th day of April, 2013.

Randall L. Rhoads
Mayor *Randall L. Rhoads*

ATTEST:

Denise R. Chisum
City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

John J. Mautino
Deputy City Attorney *John Mautino*

EXHIBIT A

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

Execution Version

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

between the

CITY OF LEE'S SUMMIT, MISSOURI

and

WEST STAR CO., INC.

dated as of August 29, **2013**

REDEVELOPMENT PROJECT AREA 4 OF THE
EAST U.S. 50 HIGHWAY CORRIDOR IMPROVEMENT
TAX INCREMENT FINANCING PLAN

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

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TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

THIS TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT is made and entered into as of the 29th day of August, 2013, by and between the **CITY OF LEE'S SUMMIT, MISSOURI**, a charter city and political subdivision of the State of Missouri, and **WEST STAR CO., INC.**, a Kansas corporation. (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in **Section 1.02** of this Agreement.)

RECITALS

1. The City Council created the TIF Commission by approval of mayoral appointments of members of the TIF Commission and empowered the TIF Commission to exercise those powers and fulfill such duties as are required or authorized for the TIF Commission under the TIF Act. The various Taxing Districts within the Redevelopment Area have appointed members to the TIF Commission in accordance with the TIF Act.

2. The City approved the East U.S. 50 Highway Corridor Improvement Tax Increment Financing Plan by ordinance on December 13, 2007.

3. On November 23, 2012, the City published a request for proposals soliciting proposals for the redevelopment of an area that consists of approximately 15.17 acres within the City, and is generally located at the Northwest corner of Todd George Road and U.S. Highway 50 in the City of Lee's Summit, Missouri.

4. On November 28, 2012, the Developer submitted a proposed "Amendment to East U.S. 50 Highway Corridor Improvement Tax Increment Financing Plan With Respect to the Redevelopment of Project Area 4".

5. On December 17, 2012, the TIF Commission, after giving all notices required by the TIF Act, opened a public hearing at which all interested parties had the opportunity to be heard and at which the TIF Commission heard and considered all protests and objections concerning the Redevelopment Plan Amendment. On January 7, 2012, the TIF Commission concluded the hearing and made its recommendation to the City Council to approve the Redevelopment Plan Amendment.

6. After due consideration of the TIF Commission's recommendations and making each of the findings required by Section 99.810 of the TIF Act, the City Council adopted Ordinance No. 7312 on April 4, 2013, approving the Redevelopment Plan Amendment, appointing the Developer as the developer for Redevelopment Project #4, and approving this Agreement and authorizing the City to execute and enter into this Agreement.

7. The City Council concluded that the redevelopment of Redevelopment Project Area #4 as provided for herein, in the Redevelopment Plan Amendment Ordinance, and in the Redevelopment Plan Amendment, will further the growth of the City, facilitate the redevelopment of the entire Redevelopment Area, improve the environment of the City, increase the assessed valuation of the real estate situated within the City, increase the sales tax revenues realized by the City, foster increased economic activity within the City, increase employment opportunities within the City, enable the City to direct the development of the Redevelopment Area, and otherwise be in the best interests of the City by furthering the health, safety, and welfare of its residents and taxpayers.

8. Pursuant to the provisions of the TIF Act and the Redevelopment Plan Amendment Ordinance, the City is authorized to enter into this Agreement and to pay or reimburse project costs incurred in furtherance of the Redevelopment Plan Amendment and Redevelopment Project #4.

AGREEMENT

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

ARTICLE 1: RECITALS, EXHIBITS AND DEFINITIONS

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

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

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

"Administrative Costs" means all documented costs and expenses reasonably incurred by the City for planning, legal, financial, administrative and other costs associated with the review, consideration, approval and implementation of the Redevelopment Plan Amendment, Redevelopment Project #4, and this Agreement, including all consultants engaged by the City.

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

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

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

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

"Application for Reimbursable Project Costs" means a certificate in substantially the form attached as **Exhibit G** hereto furnished by the Developer to the City evidencing Developer Reimbursable Project Costs with respect to Redevelopment Project #4.

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

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

"Certificate of Substantial Completion" means a certificate in substantially the form attached as **Exhibit F** hereto furnished by the Developer and approved by the City pursuant to **Section 5.02** upon the substantial completion of Redevelopment Project #4.

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

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

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

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

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

"City" means the City of Lee's Summit, Missouri, a charter city and political subdivision of the State of Missouri.

"City Attorney" means the then current attorney appointed by the City as the City Attorney.

"City Council" means the City Council of the City of Lee's Summit, Missouri.

"City Director of Finance" means the Chief Financial Officer of the City.

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

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

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

"City Manager" means the City Manager of the City, or his/her designee.

"City Planning Commission" means the Planning Commission of the City.

"City Reimbursable Project Costs" means those Redevelopment Project Costs incurred by the City in furtherance of the Redevelopment Plan and the Redevelopment Plan Amendment that may lawfully be paid for or financed by TIF Revenues.

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

"Construction Inspector" means a City agent or employee designated by the City to perform inspections.

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

"County" means Jackson County, Missouri.

"County Assessor" means the County Assessor of Jackson County, Missouri.

"County Collector" means the County Collector of Jackson County, Missouri.

"Developer" means West Star Co., Inc., a Kansas corporation, or its permitted successors or assigns in interest.

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

"Developer Reimbursable Project Costs" means those Redevelopment Project Costs incurred by Developer and associated with Redevelopment Project #4 which may be reimbursed with TIF Revenues, as approved by the City in connection with Redevelopment Project #4 as set forth in the Redevelopment Plan Amendment.

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

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

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

"Excusable Delay" means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, strike, shortage of materials, civil disorder, war, wrongful failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for the Developer to proceed with construction of the Work or any portion thereof, adverse market conditions, the Developer's inability to secure acceptable financing and/or Tenants for the development despite the Developer's commercially reasonable efforts, unavailability of labor or other labor/contractor disputes outside the reasonable control of the Developer, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Redevelopment Project #4 in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder. Developer agrees to voluntarily undertake Redevelopment Project #4 on the Effective Date. The Parties agree that the market conditions on the Effective Date do not constitute extraordinary market conditions that may cause Excusable Delay of commencement of work on Redevelopment Project #4.

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

"Funding Agreement" means the Funding Agreement executed by the City and the Developer dated November 19, 2012, for the payment of City costs associated with the Redevelopment Plan Amendment.

"Governmental Approvals" means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of Redevelopment Project #4 and consistent with the Redevelopment Plan, the Redevelopment Plan Amendment, the Site Plan and this Agreement, as all may be amended from time to time.

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

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

"Ordinance" means an ordinance adopted by the City Council.

"Party" or **"Parties"** means the City and/or the Developer.

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

"Permitted Subsequent Approvals" means the building permits and other Governmental Approvals customarily obtained prior to construction which have not been obtained or which the City or other Governmental Authority has not yet determined to grant on the date that this Agreement is executed.

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

"Project Budget" means the Project Budget set forth in **Exhibit D**.

"Project Ordinance" means Ordinance No. 7312 approved on April 4, 2013, which approved Redevelopment Project #4 and activated the collection of TIF Revenues in Redevelopment Project Area #4.

"Project Schedule" means the schedule for design, construction and operation of Redevelopment Project #4 as set forth in **Exhibit E**.

"Projected Assessed Value" shall have the meaning set forth in **Section 4.04.C**.

"Property" means all of the real property located within the boundaries of Redevelopment Project Area #4 as set forth in the Redevelopment Plan Amendment.

"Public Improvements" means (1) improvements constructed by or at the direction of the Developer according to the specifications of the City or other Governmental Authorities, which are located in public rights-of-way, or in an easement dedicated to the City or another Governmental Authorities, and which will be owned or maintained by the City or other Governmental Authorities, or in which the City or other Governmental Authorities have an ownership interest for the useful life of such improvement; or (2) improvements to an existing public improvement that is owned by or maintained by the City or other Governmental Authorities.

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

"Redevelopment Plan" means the plan entitled "*East U.S. 50 Highway Corridor Improvement Tax Increment Financing Plan,*" as approved by Ordinance No. 6551 on December 13, 2007, as such plan may be amended from time to time by the City in accordance with the TIF Act.

"Redevelopment Plan Amendment" means the amendment entitled "*Amendment to East U.S. 50 Highway Corridor Improvement Tax Increment Financing Plan With Respect to the Redevelopment of Project Area 4,*" as approved by the Redevelopment Plan Amendment Ordinance, as may be amended from time to time in accordance with the TIF Act.

"Redevelopment Plan Amendment Ordinance" means Ordinance No. 7312, adopted by the City Council on April 4, 2013, which approved the Redevelopment Plan Amendment and took other actions related to the Redevelopment Plan.

"Redevelopment Project" means any development project located within the Redevelopment Area that is in furtherance of the objectives of the Redevelopment Plan and that is approved pursuant to the TIF Act.

"Redevelopment Project #4" means the Work, including the Public Improvements, described in the Redevelopment Plan Amendment and this Agreement to be constructed by or on behalf of the Developer in Redevelopment Project Area #4 pursuant to the Redevelopment Plan Amendment and this Agreement, which Work is to be performed within an area designated as a tax increment financing project under the TIF Act pursuant to an Ordinance.

"Redevelopment Project Area #4" means the area selected for Redevelopment Project #4 as legally described in **Exhibit B** and as depicted in **Exhibit C**.

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

(1) Costs of studies, surveys, plans and specifications;

(2) Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services (except for reasonable administrative costs of the City, such costs shall be allowed only as an initial expense which are included in the costs set forth in the Redevelopment Plan Amendment);

(3) Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights and interests therein, demolition of buildings, and the clearing and grading of land;

(4) Costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures;

(5) Costs of construction of public works or improvements, including the Public Improvements;

(6) Financing costs;

(7) All or a portion of a Taxing District's capital costs resulting from a Redevelopment Project necessarily incurred or to be incurred in the furtherance of the objectives of the Redevelopment Plan Amendment and Redevelopment Project #4, to the extent the City by written agreement accepts and approves such costs;

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

(9) Payments in Lieu of Taxes.

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

"Reimbursement Interest Rate" means four and one-quarter percent (4.25%) per annum.

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

"**RSMo**" means the Revised Statutes of Missouri, as amended.

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

"Site Plan" means the final site plan for Redevelopment Project Area #4 submitted by the Developer to the City and approved by the City pursuant to Applicable Law and Requirements.

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

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

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

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

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

"TIF Revenues" means Payments in Lieu of Taxes and fifty percent (50%) of Economic Activity Taxes.

"Total Initial Equalized Assessed Value" means that amount certified by the County Assessor which equals the most recently ascertained equalized assessed value of each taxable lot, block, tract, or parcel of Property within Redevelopment Project Area #4 immediately after tax increment financing for the Redevelopment Project Area #4 has been approved by Ordinance.

"Work" means all work, including, but not limited to, demolition, site preparation, development, design, engineering and construction, necessary to prepare the Property and to construct the improvements and the Public Improvements as described in the Redevelopment Plan Amendment relating to Redevelopment Project #4.

ARTICLE 2: REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. a copy of the Developer's Articles of Incorporation certified by the Secretary of State of the State of Kansas;

B. a Certificate of Good Standing of the Developer in the State of Kansas;

C. a Certificate of authority to do business in the State of Missouri; and

D. a copy of the Bylaws of the Developer.

Section 2.04. Developer to Advance Costs. The Developer agrees to advance all Redevelopment Project Costs as necessary to acquire the Property and to complete the Work, all subject to any Excusable Delay and the Developer's right to terminate this Agreement as set forth in **Section 8.04**.

Section 2.05. Funding of Administrative Costs.

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

B. Initial Deposit. In addition to the Administrative Costs paid under the Funding Agreement, the City shall also be reimbursed for all Administrative Costs incurred in connection with the Redevelopment Plan Amendment, Redevelopment Project #4, and this Agreement. Upon termination of the Funding Agreement, the City shall deposit the funds remaining on deposit with the City pursuant to the Funding Agreement in a separate, segregated account of the City (the "**Advanced Funds Account**"), and, if such amount is less than $15,000, then Developer shall make a payment to the City (all amounts in the Advanced Funds Account are the "**Advanced Funds**") so that the initial amount on deposit in the Advanced Funds Account, together with funds remaining from the Funding Agreement, is $15,000. If there are no funds on deposit with the City pursuant to the Funding Agreement on the Effective Date, then the Developer shall advance the sum of $15,000 to the City as Advanced Funds for deposit in the Advanced Funds Account. The City may invest the Advanced Funds in the same manner as other funds of the City are invested, and interest earnings shall remain in the Advanced Funds Account. All Advanced Funds shall be used to pay Administrative Costs. The City shall submit to the Developer an itemized statement of actual payments made from the Advanced Funds Account for such expenses on a regular periodic basis, but no more often than monthly and no less often than quarterly. The Developer shall advance to the City the amounts set forth on such statements within thirty days after receipt thereof, which shall be deposited in the Advanced Funds Account so that the balance of the Advanced Funds Account remains at $15,000. This arrangement shall continue until there are sufficient funds in the Special Allocation Fund to implement **Section 2.05.C.** hereof, at which time any remaining Advanced Funds in the Advanced Funds Account shall be returned to Developer. All such payments of Advanced Funds by Developer are Developer Reimbursable Project Costs in addition to the Reimbursable Project Costs Cap and will be eligible for reimbursement with TIF Revenues.

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

Section 2.06. Developer's Ownership of the Property. At the time that this Agreement is executed, Developer represents that it has the Property under contract for purchase. The Parties do not anticipate that condemnation is needed to acquire any portion of the Property. There are no adverse or

other parties in possession of the Property, or of any part thereof. The Developer is not aware of any boundary, survey, or title questions or disputes with respect to the Property.

Section 2.07. Developer Designation and Development Rights. The City hereby selects the Developer to perform or otherwise cause the performance of the Work for Redevelopment Project #4 in accordance with the Redevelopment Plan Amendment and this Agreement. For the purpose of implementing Redevelopment Project #4 and this Agreement, the City hereby grants to the Developer and its successors and assigns (as specified in **Section 7.02**) exclusive redevelopment rights over Redevelopment Project Area #4, subject to and in accordance with the terms and conditions of this Agreement.

ARTICLE 3: REIMBURSEMENT OF DEVELOPER COSTS

Section 3.01. Limitation on Reimbursement to Developer. Regardless of the total amount of Reimbursable Project Costs requested by Developer or certified by the City in accordance with this Article, the City's obligation to reimburse Developer shall not exceed the Reimbursable Project Costs Cap, plus any Loan Origination Costs and Advanced Funds. "**Reimbursable Project Costs Cap**" means Two Million Six Hundred Thirty-Two Thousand and Eight Hundred Ninety-Two Dollars ($2,632,892.00).

Section 3.02. City's Obligation to Reimburse Developer.

A. Reimbursement of Project Costs. Subject to the limitations set forth in this Agreement, the City shall reimburse the Developer for all certified Developer Reimbursable Project Costs which do not exceed the Reimbursable Project Costs Cap under the conditions and restrictions set forth in this Agreement, plus all Administrative Costs and Loan Origination Costs, which shall not count against the Reimbursable Project Costs Cap. The Parties agree that reimbursement will occur on a "pay as you go" basis as revenues are collected in the Special Allocation Fund in accordance with this Agreement. The City shall have no obligation to reimburse Developer until funds are available in the Special Allocation Fund. The City shall have no obligation to reimburse Developer from any funds other than those funds in the Special Allocation Fund. In connection with the Work associated with Redevelopment Project #4, the Developer shall submit an Application for Reimbursable Project Costs in substantial compliance with **Exhibit G** for any Developer Reimbursable Project Costs. The City will not reimburse the Developer for any cost that is not a "redevelopment project cost" under Section 99.805(15) of the TIF Act and which does not fall within one of the categories of Developer Reimbursable Project Costs shown in the Project Budget. The City shall make reimbursements from the Special Allocation Fund in the order of priority set forth in **Section 4.07**.

B. Interest on Reimbursable Project Costs. Reimbursable Project Costs which have been certified by the City through an approved Application for Reimbursable Project Costs in accordance with this Agreement shall accrue simple interest at the Reimbursement Interest Rate starting on the day that the City approves such application in accordance with **Section 3.03** until the principal amount of such certified Reimbursable Project Costs are paid, or until this Agreement is terminated as provided herein. TIF Revenues distributed to pay Developer Reimbursable Project Costs shall be applied first to accrued and unpaid interest, then to principal. Unpaid interest shall accrue but shall not be compounded.

Section 3.03. Reimbursement Process.

A. All requests for reimbursement of Developer Reimbursable Project Costs shall be made in an Application for Reimbursable Project Costs in substantial compliance with **Exhibit G**. The

Developer shall, at the City's request, provide itemized invoices, receipts or other information, if any, reasonably requested by the City to confirm that any such cost is so incurred and does so qualify. The Parties agree that Developer Reimbursable Project Costs, to the extent actually incurred by Developer for Redevelopment Project #4 and certified by the City, up to the Reimbursable Project Costs Cap, plus any Loan Origination Costs and Advanced Funds, are eligible for reimbursement in accordance with the TIF Act and this Agreement, although the City's obligation to reimburse Developer shall be as provided in **paragraph B** of this Section.

B. In no event will the City's total obligation for reimbursement exceed the total Reimbursable Project Costs Cap, plus any Advanced Funds and Loan Origination Costs. The reimbursable amounts listed in the Project Budget do not represent caps on any individual expenditure or category of expenditures, as reimbursable amounts may be moved from one reimbursable line item or category to another, and between the "TIF Reimbursable" and "CID Reimbursable" columns of the Project Budget, to the full extent permitted by law, to reflect actual expenditures, subject to the Reimbursable Project Costs Cap. However, the City will not reimburse the Developer for any cost that is not a "redevelopment project cost" under Section 99.805(15) of the TIF Act and which does not fall within one of the categories of Developer Reimbursable Project Costs shown in the Project Budget. The City will also not reimburse the Developer from TIF Revenues for any land acquisition costs to purchase the Property in excess of Six Hundred Forty Two Thousand Six Hundred Twenty Eight and No/100 Dollars ($642,628.00).

C. The Developer may submit an Application for Reimbursable Project Costs to the City Manager not more often than once each calendar month. The City shall either accept or reject each Application for Reimbursable Project Costs within thirty (30) days after the submission thereof. If the City determines that any cost identified as a Developer Reimbursable Project Cost is not a "redevelopment project cost" under Section 99.805(15) of the TIF Act or is not "TIF Reimbursable" pursuant to the Project Budget, the City shall so notify the Developer in writing within said 30-day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other Redevelopment Project Costs as Developer Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement. The City may also request such additional information from Developer as may be required to process the requested reimbursement, and the time limits set forth in this paragraph shall be extended by the duration of time necessary for Developer to respond to such request by the City. The City's identification of any ineligible costs shall not delay the City's approval of the remaining costs on the Application for Reimbursable Project Costs that the City determines to be eligible.

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

ARTICLE 4: TAX INCREMENT FINANCING

Section 4.01. Redevelopment Project Area and Redevelopment Project. The Redevelopment Area is depicted in **Exhibit A**. Redevelopment Project Area #4 is legally described in **Exhibit B** and depicted in **Exhibit C**. The Redevelopment Area will be developed in multiple redevelopment projects, and this Agreement applies only to Redevelopment Project #4 to be constructed within Redevelopment Project Area #4. The City has initiated or will initiate tax increment financing by Ordinance for Redevelopment Project #4 prior to the date that the first store opens for business and on a date that maximizes the collection of Payments in Lieu of Taxes and Economic Activity Taxes, subject to

all provisions of this Agreement. Subject to the terms and conditions of the Redevelopment Plan Amendment and this Agreement, including any Excusable Delays, the Developer shall construct or cause to be constructed Redevelopment Project #4.

Section 4.02. Project Budget. Redevelopment Project #4 shall be constructed in general accordance with the Project Budget, which costs are estimates based on the knowledge of Redevelopment Project #4 on the date of the Redevelopment Plan Amendment Ordinance, and the actual items and costs of items for implementing Redevelopment Project #4 may vary depending on market factors and conditions.

Section 4.03. Removal of Blight in the Redevelopment Area. The Redevelopment Area has been declared by the City Council to be a "blighted area," as that term is defined in the TIF Act by approval of the Redevelopment Plan Ordinance. By construction of Redevelopment Project #4, the Developer shall clear the blighting influences, or eliminate the physical blight existing in Redevelopment Project Area #4.

Section 4.04. Payments in Lieu of Taxes.

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

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

C. Protesting Tax Assessments. Nothing herein shall prohibit or inhibit the Developer's right to pay Payments in Lieu of Taxes under protest pending Developer's exhaustion of all informal and formal appeal rights relating to the County's valuation of the Property or a portion thereof or the calculation of the Payments in Lieu of Taxes owed thereon. However, Developer agrees that annual tax assessments on any particular building located on the Property shall not be formally or informally protested or contested if such assessments for such building are equal to or less than 110% of the projected assessed values for such building as set forth in the Redevelopment Plan Amendment or the Cost Benefit Analysis submitted in support of the Redevelopment Plan (the "**Projected Assessed Value**") for any calendar year during the effective period of this Agreement. In the event that any tax assessment is greater than 110% of the Projected Assessed Value for such building and the Developer elects to formally or informally protest the tax assessment, Developer shall not protest, contest or seek in any manner to have the assessment for such building reduced to an amount that is less than 100% of the Projected Assessed Value. Subdivision of the Property in a manner that produces parcels of a different

size or configuration than as set forth in the Redevelopment Plan Amendment shall not alter, affect or eliminate the limitation set forth in this paragraph, and this obligation shall be binding on all successors in interest on the Property in accordance with **Section 7.02**.

D. Release of Liens. Notwithstanding anything to the contrary herein, the lien on the Property or any portion thereof shall be deemed (1) released as to any public street or other public way included within any plat of Redevelopment Project Area #4, and (2) subordinated to the lot lines, utility easements and other similar matters established by any such plat (but not to any private access or parking rights granted or created by any such plat), effective upon the passage of an Ordinance by the City as aforesaid, and to any easement or like interests granted to the City or any public utility for public facilities or utilities or connection(s) thereto.

E. Certification of Base for Payments in Lieu of Taxes. Within ninety (90) days after adoption of the Project Ordinance, the City shall use Best Efforts to provide to the Developer a certification of the County Assessor's calculation of the Total Initial Equalized Assessed Valuation of the taxable real property within Redevelopment Project Area #4 based upon the most recent equalized assessed valuation of each taxable lot, block, tract, or parcel of real property within Redevelopment Project Area #4.

Section 4.05. Economic Activity Taxes.

A. Initiation of Payment Obligations. In addition to the Payments In Lieu of Taxes described above, and pursuant to Section 99.845 of the TIF Act, fifty percent (50%) of the total additional revenue from taxes which are imposed by the City or other Taxing Districts, and which are generated by economic activities within Redevelopment Project Area #4 which are in excess of the amount of such taxes generated by economic activities within Redevelopment Project Area #4 for the calendar year prior to the adoption of the Project Ordinance, while tax increment financing remains in effect, but excluding taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 RSMo, licenses, fees or special assessments and personal property taxes, other than payments in lieu of taxes and any penalty and interest thereon, or taxes levied for the purpose of public transportation pursuant to Section 94.660, RSMo, shall be allocated to, and paid by the collecting officer to the designated financial officer of the City, who shall deposit such funds in a separate segregated account for Redevelopment Project #4 within the Special Allocation Fund for the purpose of paying Redevelopment Project Costs incurred in the payment thereof.

B. Accounting. The City shall deposit the payments of Economic Activity Taxes received from the respective Taxing Districts in the Economic Activity Taxes Account in the account for Redevelopment Project #4 of the Special Allocation Fund, to be utilized and expended in accordance with the TIF Act, the Redevelopment Plan Amendment and this Agreement.

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

D. Certification of Base for Economic Activity Taxes. Within ninety (90) days after adoption of the Project Ordinance, the City shall certify the amount of revenue from taxes, penalties and interest which are imposed by the City and other Taxing Districts and which are generated by economic activities within Redevelopment Project Area #4 for the preceding calendar year, but excluding those personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 RSMo, taxes levied for the purpose of public

transportation, or licenses, fees or special assessments identified as excluded in Section 99.845.3 of the TIF Act.

Section 4.06. Special Allocation Fund. The City shall establish and maintain the Special Allocation Fund which shall contain the following separate segregated accounts: (1) Payments in Lieu of Taxes shall be deposited into the PILOT Account within the Special Allocation Fund and (2) Economic Activity Taxes shall be deposited into the Economic Activity Taxes Account within the Special Allocation Fund. Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes, subject to annual appropriation by the City Council, the City will promptly upon receipt thereof deposit or be deemed to deposit all Payments in Lieu of Taxes into the PILOT Account and all Economic Activity Taxes into the Economic Activity Taxes Account. The City shall separately account for TIF Revenues generated within Redevelopment Project Area #4 which shall be used solely to pay Developer Reimbursable Project Costs incurred within Redevelopment Project Area #4 and City Reimbursable Project Costs.

Section 4.07. Disbursements From Special Allocation Fund. All disbursements from the Special Allocation Fund of TIF Revenues generated within Redevelopment Project Area #4 will be paid in such priority as the City shall determine from the separate segregated accounts maintained within the Special Allocation Fund for Payments in Lieu of Taxes and Economic Activity Taxes. The City hereby agrees for the term of this Agreement to apply available TIF Revenues generated within Redevelopment Project Area #4 in the following manner and order of preference:

A. Payment of one-half of the Payments in Lieu of Taxes attributable to the local school taxes to the Lee's Summit R-7 School District; and

B. Payment of Administrative Costs incurred by the City; and

C. Payment of (i) one-half of the remaining TIF Revenues generated within Redevelopment Project Area #4 to the Developer to repay certified Developer Reimbursable Project Costs, and (ii) one-half of the remaining TIF Revenues generated within Redevelopment Project Area #4 to the City to pay City Reimbursable Project Costs, except that until such time as all Developer Reimbursable Project Costs are repaid the City will use its one-half of remaining TIF Revenues to repay certified Developer Reimbursable Project Costs; and

D. Following the completion of Redevelopment Project #4 and the payment of all Developer Reimbursable Project Costs and City Reimbursable Project Costs, funds remaining in the Special Allocation Fund shall be disbursed by the City Director of Finance to the appropriate Taxing Districts in accordance with the TIF Act.

Section 4.08. Full Assessment.

A. Redevelopment Project Area. After all Developer Reimbursable Project Costs and City Reimbursable Project Costs have been paid, but not later than twenty-three (23) years from the adoption of the Project Ordinance, the portions of this Agreement relating only to the TIF Act shall terminate and Developer shall not be entitled to receive any further disbursements from the Special Allocation Fund.

B. Completion of Redevelopment Plan. Upon terminating the designation of the Redevelopment Area as a "redevelopment area" under the TIF Act, the rates of the Taxing Districts shall be extended and taxes shall be levied, collected and distributed in the manner applicable in the absence of the adoption of tax increment financing, and Redevelopment Project Area #4 shall be free from the

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

ARTICLE 5: CONSTRUCTION AND OPERATION OF THE PROJECT

Section 5.01. Project Schedule, Design and Construction.

A. Schedule. Absent an event of Excusable Delay, the Developer shall commence and complete Redevelopment Project #4 and each of its obligations under this Agreement with respect to the acquisition, construction and completion of Redevelopment Project #4 in accordance with the Project Schedule attached as **Exhibit E**. The Developer shall obtain the approval of the Site Plan in accordance with the Project Schedule and Applicable Law and Requirements. The Project Schedule may be modified as necessary by the Developer, with the prior written consent of the City, which will not be unreasonably conditioned, delayed, or withheld.

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

C. Construction. In accordance with the Project Schedule attached as **Exhibit E**, and absent an event of Excusable Delay, the Developer shall commence the construction of Redevelopment Project #4 in a good and workmanlike manner in accordance with the terms of this Agreement. Absent an event of Excusable Delay, the Developer shall cause Redevelopment Project #4 to be completed in accordance with the Project Schedule set forth in **Exhibit E**.

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

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

F. Competitive Bids and Other Construction Requirements. The Developer shall comply with all applicable state and local laws relating to the construction of Redevelopment Project #4, including but not limited to all applicable laws relating to competitive bidding. The Redevelopment Plan Amendment submitted in response to the City's request for proposals is deemed to satisfy all competitive bidding requirements established by the City pursuant to the TIF Act.

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

Section 5.02. Certificate of Substantial Completion. Promptly after substantial completion of Redevelopment Project #4 in accordance with the provisions of this Agreement, the Developer shall submit a Certificate of Substantial Completion to the City. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit F**. The Construction Inspector shall, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Developer with specific written objections to the status of the Project, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion, or upon the lapse of thirty (30) days after delivery thereof without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the Jackson County Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to construct Redevelopment Project #4.

Section 5.03. Relocation within the City. If a Tenant is relocated within one year after approval of the Project Ordinance from another location within the limits of the City to Redevelopment Project Area #4, the sales tax base for such Tenant shall be transferred to the location of the Tenant within Redevelopment Project Area #4 and shall be treated as sales which occurred in Redevelopment Project Area #4 in the year before the year in which the Project Ordinance was approved. Notwithstanding the foregoing, if the Price Chopper grocery store located at 300 Southwest Blue Parkway in the City is closed on or before December 31, 2016, then the annual taxable sales for the new grocery store in Project Area #4 shall be reduced by the amount of the taxable sales that occurred at the existing Price Chopper grocery store on Blue Parkway during calendar year 2012.

Section 5.04. Compliance with Laws and Requirements. Redevelopment Project #4 shall be designed, constructed, equipped and completed in accordance with all Applicable Law and Requirements of all federal, state and local jurisdictions.

Section 5.05. Lease of Property. The Developer may lease Property within Redevelopment Project Area #4. To the extent practicable and using Best Efforts, the Developer, or any third party, shall insert in any such lease the following language, or language that is substantially similar to the following after being approved by the City Attorney, and shall have such lease signed by the lessee indicating acknowledgment and agreement to the following provision:

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

The Developer shall use reasonable efforts to enforce this lease provision. At the request of the City, the Developer shall provide a certification to the City confirming that the lease includes the provisions satisfying the Developer's obligation as set forth in this Section. Failure of the Developer to require that such restrictions be placed in any such lease shall not be a Developer Event of Default and in no way modify, lessen or diminish the obligations and restrictions set forth herein.

Section 5.06. Sale of Property. The Developer may sell Property within Redevelopment Project Area #4. To the extent practicable and using Best Efforts, the Developer, or any third party, shall insert in any such sale agreement the following language, or language that is substantially similar to the following after being approved by the City Attorney, and shall have such sale agreement signed by the buyer indicating acknowledgment and agreement to the following provision:

> **Economic Activity Taxes:** Buyer acknowledges that the property is a part of a tax increment financing district ("**TIF District**") created by the City of Lee's Summit, Missouri (the "**City**") and that certain taxes generated by Buyer's economic activities, including sales taxes, will be applied toward the costs of improvements for the development. Upon the request of Seller or the City, Buyer shall forward to the City and Seller copies of Buyer's State of Missouri sales tax returns filed with the Missouri Department of Revenue for its property located in the TIF District, and, upon request, shall provide such other reports and returns regarding other local taxes generated by Buyer's economic activities in the TIF District as the City shall require, all in the format prescribed by them. Buyer acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.
>
> **PILOTS:** Buyer further acknowledges that the property will be subject to assessment for annual payments in lieu of taxes ("**PILOTs**") when the redevelopment project area is activated by the City. PILOTs are due on November 30 of each year and are considered delinquent if not paid by December 31 of each year. The obligation to make said PILOTs shall be a covenant running with the land and shall create a lien in favor of the City on the property and shall be enforceable against Buyer and its successors and assigns in ownership of the property. Buyer acknowledges that in the event of the sale, lease, sublease, assignment, or other voluntary or involuntary disposition of any or all of the property, PILOTs with respect to the property shall continue and shall constitute a lien against the property from which they are derived, and such obligations shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, tenant, transferee or other possessor thereof were originally a party to and bound by the agreement.

The Developer shall use Best Efforts to enforce this provision. At the request of the City, the Developer shall provide a certification to the City confirming that the sale agreement includes the provisions satisfying the Developer's obligation as set forth in this Section. Failure of the Developer to require that such restrictions be placed in any such sale agreement shall not be a Developer Event of Default and in no way modify, lessen or diminish the obligations and restrictions set forth herein.

ARTICLE 6: COMMUNITY IMPROVEMENT DISTRICT

Section 6.01. Formation and Operation of the CID. In the event a CID has not been formed as of the date of execution of this Agreement, Developer and City agree to mutually cooperate in the formation of a CID which will be used to finance public improvements as authorized by the CID Act.

The Parties acknowledge and agree that formation of a CID by the City is a legislative act, that the City cannot agree by contract to take future legislative action, and that the City will consider the CID Petition in good faith pursuant to the CID Act and the terms of this Agreement. The Parties agree that the term "public improvements" as used in this Article is more expansive than the defined term Public Improvements, and includes all costs that may be funded by a CID pursuant to the CID Act. Formation of the CID shall be initiated by the Developer filing a petition with the City in accordance with the CID Act. The City and Developer agree to jointly cooperate with and participate in the formation process. The City's and the Developer's participation shall include, but is not limited to, the following:

A. include language in contracts for sale of real estate inside the CID boundaries which requires prospective purchasers to sign petitions and cooperate in the CID formation and operation;

B. prepare such petitions, pleadings, exhibits and other documents as necessary for formation and operation of the CID;

C. use good faith efforts to cause persons, as mutually agreed upon by the Parties, to serve on the board of directors for the CID;

D. construct or cause to be constructed those public improvements that qualify for reimbursement in accordance with the CID Act and this Agreement, including compliance with all competitive bidding, prevailing wage and other construction requirements;

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

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

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

H. include Redevelopment Project Area #4 within the boundaries of the CID.

Section 6.02. CID Revenues. The Developer agrees to use all reasonable good faith efforts to insure that the CID will impose a CID Sales Tax in the amount of one half of one percent (0.5%). The CID Revenues will fall into two categories:

A. Those CID Revenues consisting of the portion of the CID Revenues captured as Economic Activity Taxes will be deposited into the Economic Activity Taxes Account within the Special Allocation Fund and will be disbursed in accordance with **Section 4.07** (**"Captured CID Revenues"**); and

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

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

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

Section 6.05. Other Special Taxing Districts. The formation of the CID within Redevelopment Project Area #4 as contemplated in this **Article 6** shall not preclude the City from authorizing or assisting in the formation of another special taxing district within other areas in the Redevelopment Area outside of the boundaries of Redevelopment Project Area #4.

ARTICLE 7: GENERAL COVENANTS

Section 7.01. Indemnification of the City.

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

1. the Developer's actions and undertaking in implementation of Redevelopment Project #4 and this Agreement;

2. the negligence or willful misconduct of Developer, its employees, agents, independent contractors and consultants in connection with the management, design, development, redevelopment and construction of Redevelopment Project #4; or

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

B. In the event any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is initiated or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties shall give prompt notice to the Developer of the occurrence of such event. After receipt of such notice, the Developer may elect to defend, contest or otherwise protect the City Indemnified Parties against any such Action, at the cost and expense of the Developer, utilizing counsel of the Developer's choice. The City Indemnified Parties shall assist, at Developer's sole discretion, in the defense thereof. In the event of such defense against any Action by Developer for the City, Developer shall provide to the City regular periodic reports on the status of such Action. In the event that the Developer shall fail timely to defend, contest or otherwise protect any of the City Indemnified Parties against such Action, the City Indemnified Parties shall have

the right to do so, and, if such defense is undertaken by the City Indemnified Parties after notice to the Developer asserting the Developer's failure to timely defend, contest or otherwise protect against such Action, the cost of such defense shall be at the expense of the Developer, including the right to offset against amounts of Developer Reimbursable Project Costs payable to the Developer.

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

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

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

A. Restrictions on Assignment. Prior to the issuance of a Certificate of Substantial Completion, the Developer's rights and obligations hereunder may not be assigned, in whole or in part, to another entity, without the prior approval of the City Council. The City Council shall provide such consent unless in the City's reasonable determination, a proposed assignee does not have qualifications and financial responsibility necessary and adequate to fulfill the obligations of the Developer of Redevelopment Project #4 under the Redevelopment Plan and this Agreement. Following the City's issuance of a Certificate of Substantial Completion for Redevelopment Project #4, Developer and its successors and assigns shall have the right, without the City's consent, to assign any and all of its obligations as Developer under this Agreement with respect to such portion of Redevelopment Project #4 to any person or entity.

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

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

2. Collateral Assignment. Developer and its successors and assigns shall also have the right, without the City's consent, to collaterally assign to any Secured Lender (as defined below) as collateral any and all of Developer's rights and/or obligations under this Agreement, and such Secured Lender shall have the right to perform any term, covenant, condition or agreement and to remedy, in accordance with the terms of this Agreement, any default by Developer under this Agreement, and City shall accept such performance by any such Secured Lender with the same force and effect as if furnished by Developer. No Secured Lender shall be personally liable or obligated to perform the obligations of Developer under the Agreement unless and until such Secured Lender takes possession of the property as a mortgagee or by a receiver appointed at the request of mortgagee or becomes the owner of the fee estate under this Agreement by foreclosure, or deed in lieu of foreclosure or otherwise. For purposes of this

Section, "**Secured Lender**" means a bank, financial institution or other person or entity from which Developer has borrowed funds to finance all or a portion of Redevelopment Project #4 and in whose favor Developer has agreed to provide a security interest as collateral for such loan.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8: DEFAULTS AND REMEDIES

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

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

Section 8.03. Remedies Upon a Developer Event of Default.

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

1. The City shall have the right to remove the Developer as the developer of record for Redevelopment Project #4 under the Redevelopment Plan Amendment and terminate this Agreement or terminate the Developer's rights under this Agreement.

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

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

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

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

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

Section 8.04. Remedies Upon a City Event of Default.

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

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

2. The Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or

interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Developer resulting from such City Event of Default.

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

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

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

ARTICLE 9: GENERAL PROVISIONS

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

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

Section 9.03. Inspections and Audits. Developer shall, upon reasonable advance notice, allow the City and the City's agents (including the City Engineer) access to the Project from time to time for reasonable inspection of the Project, including the Work and Public Improvements. For up to one (1) year following the City's issuance of a Certificate of Substantial Completion, the City shall have the right at its own cost and expense to audit (either through employees of the City or a firm engaged by the City) the books and records of the Developer relating to the payment of such Developer Reimbursable Project Costs.

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

Section 9.05. Authorized Parties.

A. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Manager and for the Developer by any officer of Developer

so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Manager may seek the advice, consent or approval of the City Council before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

B. Any action that is required by this Agreement to be performed by the City within a specified time period shall be extended for such additional reasonable time as may be necessary for the City to act or provide a response, as the case may be, in order to account for holidays, weekends, work stoppages, regular meeting schedules, meeting agendas, agenda management, delays or continuances of meetings and City staff availability. The City shall, within the time period specified in this Agreement, provide notice to Developer of such additional time needed to respond.

Section 9.06. No Other Agreement. The Parties agree that, as required by the TIF Act, the Redevelopment Plan and the Redevelopment Plan Amendment contain estimated Redevelopment Project Costs, the anticipated sources of funds to pay for Redevelopment Project Costs, the anticipated type and term of the sources of funds to pay Developer Reimbursable Project Costs, and the general land uses that apply to the Redevelopment Area and Redevelopment Project Area #4. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing Redevelopment Project #4, the payment of Redevelopment Project Costs, Developer Reimbursable Project Costs, City Reimbursable Project Costs, payments from the Special Allocation Fund, and all other methods of implementing the Redevelopment Plan and the Redevelopment Plan Amendment. The Parties further agree that this Agreement contains provisions that are in greater detail than as set forth in the Redevelopment Plan and the Redevelopment Plan Amendment and that expand upon the estimated and anticipated sources and uses of funds to implement the Redevelopment Plan and the Redevelopment Plan Amendment. Nothing in this Agreement shall be deemed an amendment of the Redevelopment Plan or the Redevelopment Plan Amendment. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties. In the event of a conflict between this Agreement and the Redevelopment Plan Amendment Ordinance, the Construction Plans, the Site Plan, the Redevelopment Plan, the Redevelopment Plan Amendment or any other document pertaining to Redevelopment Project #4, this Agreement shall control.

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

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

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

To the City:	To the Developer:
City of Lee's Summit City Hall 220 SE Green Street Lee's Summit, Missouri 64063 Attn: City Manager	West Star Co., Inc. 13617 W. 109th Street Lenexa, KS 66215 Attn: Mike Christie
With a copy to:	With a copy to:
Gilmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, Missouri 64108 Attn: David Bushek	Polsinelli Shughart PC 6201 College Blvd., Ste. 500 Overland Park KS 66211 Attn: Curtis M. Holland

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

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

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

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

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

[Remainder of page intentionally blank.]

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

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Steve Arbo, City Manager

[SEAL]

ATTEST:

_____
Denise Chisum
City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 12th day of April, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Steve Arbo, City Manager of the City of Lee's Summit, Missouri, a city duly incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

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

[SEAL]

NOTARY PUBLIC SEAL STATE OF MISSOURI

JULIE C. PRYOR
My Commission Expires
April 9, 2016
Jackson County
Commission #12517227

_____
NOTARY PUBLIC

My Commission Expires:

4/9/16

WEST STAR CO., INC.

By: _____

Name: Daniel G Christie

Title: Sec

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

BE IT REMEMBERED, that on this 29th day of August, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Daniel Christie Secretary of West Star Co., Inc., a Kansas corporation, who is personally known to me to be the same person who executed the within instrument on behalf of West Star Co., Inc., and such person duly acknowledged the execution of the same to be the free act and deed of West Star Co., Inc.

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

Michelle McNutt
NOTARY PUBLIC

[SEAL]

MICHELLE MARIE MCNUTT
Notary Public
State of Kansas
My Commission Expires 6/20/14

My Commission Expires:

June 20, 2014

EXHIBIT A

MAP OF REDEVELOPMENT AREA

(see attached)

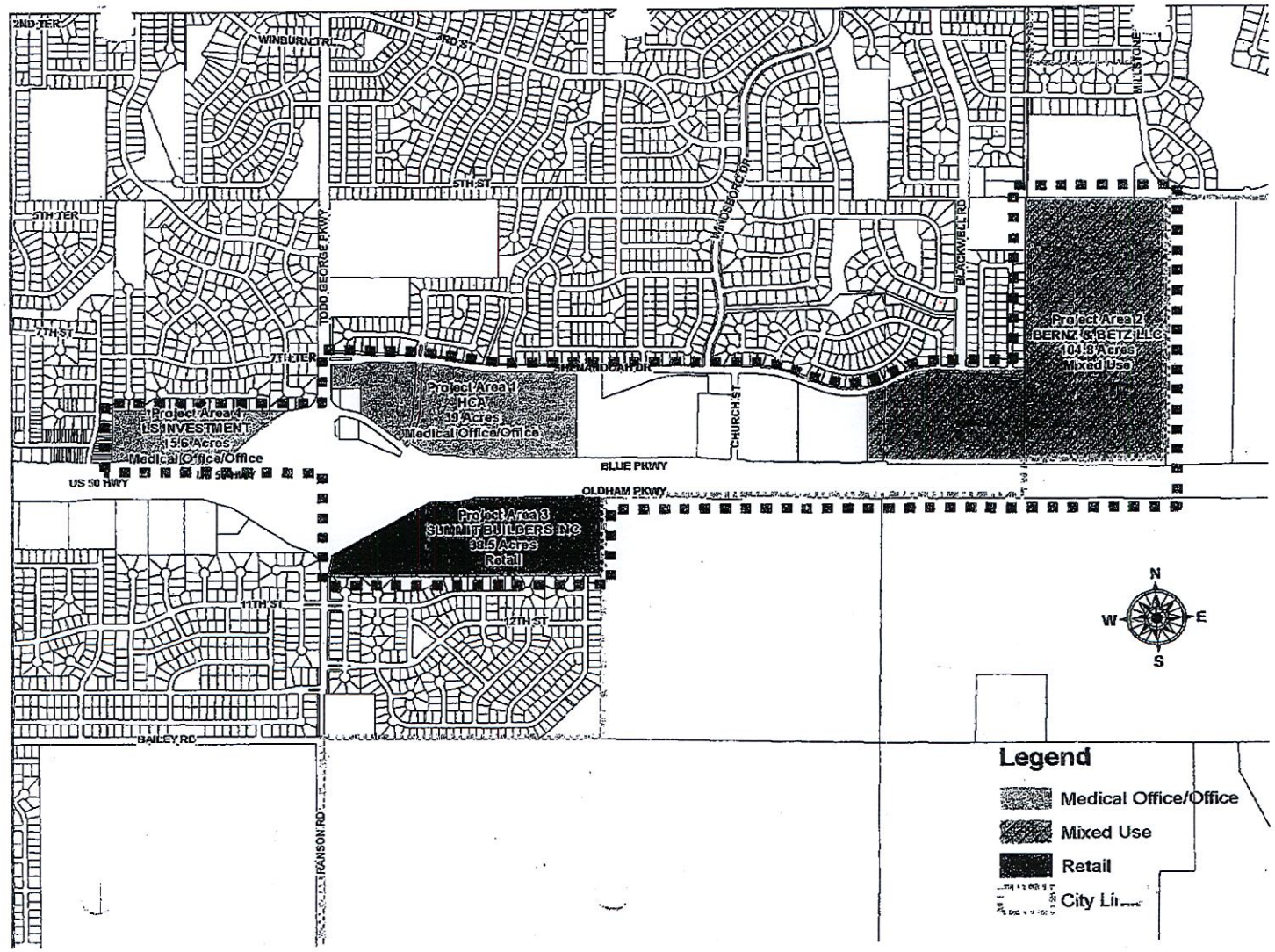

2ND TER
WINBURN TR
3RD ST
5TH ST
5TH TER
7TH ST
7TH TER
TODD GEORGE PKWY
MIDSOCOR
BLACKWELL RD
MILLSTONE
Project Area 2
BERNZ & BETZ LLC
104.8 Acres
Mixed Use
Project Area1
HCA
39 Acres
Medical Office/Office
Project Area4
LS INVESTMENT
5.6 Acres
Medical Office/Office
US 50 HWY
BLUE PKWY
CHURCH ST
OLDHAM PKWY
Project Area 3
SUMMIT BUILDERS INC
38.5 Acres
Retail
11TH ST
12TH ST
BAILEY RD
TRANSON RD
N
W
E
S
Legend
Medical Office/Office
Mixed Use
Retail
City Li

EXHIBIT B

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA #4

(see attached)

PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 47 NORTH OF THE BASELINE, RANGE 31 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 02°08'12" WEST ON THE EAST LINE OF SAID NORTHEAST QUARTER, 2031.02 FEET (2030.99 FEET DEED) TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 75, "SILKWOOD ESTATES 3RD PLAT", A SUBDIVISION RECORDED AS DOCUMENT NO. 1986-I-0709694 IN PLAT BOOK I-43, PAGE 50 AT THE JACKSON COUNTY RECORDER'S OFFICE; THENCE NORTH 87°49'05" WEST ON SAID EASTERLY PROLONGATION, 329.73 FEET (330 FEET DEED) TO THE SOUTHEAST CORNER OF SAID LOT 75 AND THE POINT OF BEGINNING (ALSO AN ANGLE POINT IN THE U.S. HIGHWAY 50 NORTHERLY RIGHTOF-WAY LINE BEING 219.2M NORTH OF EASTBOUND HIGHWAY 50 CENTERLINE STATION 24+119.3M); THENCE SOUTH 69°09'10" WEST ON SAID NORTH RIGHT-OF-WAY LINE, 68.80 FEET (68.83 FEET DEED) TO AN ANGLE POINT IN SAID NORTH RIGHT-OF-WAY LINE BEING 211M NORTH OF EASTBOUND HIGHWAY 50 CENTERLINE STATION 24+100.0M; THENCE SOUTH 59°33'10" WEST ON SAID NORTH RIGHT-OF-WAY LINE, 194.77 FEET TO AN ANGLE POINT IN SAID NORTH RIGHT-OF-WAY LINE BEING 179M NORTH OF EASTBOUND HIGHWAY 50 CENTERLINE STATION 24+050.0M; THENCE SOUTH 47°31'57" WEST ON SAID NORTH RIGHT-OF-WAY LINE, 368.87 FEET (368.74 FEET DEED) TO AN ANGLE POINT IN SAID NORTH RIGHT-OF-WAY LINE BEING 100M NORTH OF EASTBOUND HIGHWAY 50 CENTERLINE STATION 23+970.0M; THENCE SOUTH 64°26'10" WEST ON SAID NORTH RIGHT-OF-WAY LINE, 272.82 FEET TO AN ANGLE POINT IN SAID NORTH RIGHT-OF-WAY LINE BEING 61.3M NORTH OF EASTBOUND HIGHWAY 50 CENTERLINE STATION 23+896.4M; THENCE NORTH 87°49'40" WEST ON SAID NORTH RIGHT-OF-WAY LINE, 447.51 FEET TO AN ANGLE POINT IN SAID NORTH RIGHT-OF-WAY LINE BEING 61.3M NORTH OF EASTBOUND HIGHWAY 50 CENTERLINE STATION 23+760.0M; THENCE NORTH 83°31'13" WEST ON SAID NORTH RIGHT-OF-WAY LINE, 253.33 FEET TO AN ANGLE POINT IN SAID NORTH RIGHT-OF-WAY LINE BEING 67.1M NORTH OF EASTBOUND HIGHWAY 50 CENTERLINE STATION 23+683.0M; THENCE NORTH 72°04'19" WEST ON SAID NORTH RIGHT-OF-WAY LINE, 95.45 FEET (95.49 FEET DEED) TO AN ANGLE POINT IN SAID NORTH RIGHT-OF-WAY LINE BEING 75M NORTH OF EASTBOUND HIGHWAY 50 CENTERLINE STATION 23+655.0M; THENCE SOUTH 81°04'52" WEST ON SAID NORTH RIGHT-OF-WAY LINE, 134.54 FEET (134.75 FEET DEED) TO THE SOUTHEAST CORNER OF LOT 432, "VISTA DEL VERDE 12TH PLAT", A SUBDIVISION RECORDED IN PLAT BOOK I-41, PAGE 96 AT THE JACKSON COUNTY RECORDER'S OFFICE; THENCE NORTH 02°31'48" EAST ON THE EAST LINE OF LOTS 432 THROUGH 434, "VISTA DEL VERDE 12TH PLAT" AND THE EAST LINE OF LOTS 439 THROUGH 441, "VISTA DEL VERDE 14TH PLAT", A SUBDIVISION RECORDED IN PLAT BOOK I-41, PAGE 118 IN THE JACKSON COUNTY RECORDER'S OFFICE, 499.27 FEET (499.71 FEET DEED) TO THE SOUTHWEST CORNER OF LOT 174, "SILKWOOD ESTATES 7TH PLAT", A SUBDIVISION RECORDED AS DOCUMENT NO. 1998-I-0096816 IN THE JACKSON COUNTY RECORDER'S OFFICE; THENCE SOUTH 87°49'05" EAST ON THE SOUTH LINE OF LOTS 173 AND 174, "SILKWOOD ESTATES 7TH PLAT", LOTS 81 THROUGH 94, "SILKWOOD ESTATES 4TH PLAT", A SUBDIVISION RECORDED AS DOCUMENT NO. 1998-I-826957 IN PLAT BOOK I-44, PAGE 109 IN THE JACKSON COUNTY RECORDER'S OFFICE, AND LOT 75, "SILKWOOD ESTATES 3RD PLAT", 1652.20 FEET (1651.74 FEET DEED) TO THE POINT OF BEGINNING.

EXHIBIT C

MAP OF REDEVELOPMENT PROJECT AREA #4

(see attached)

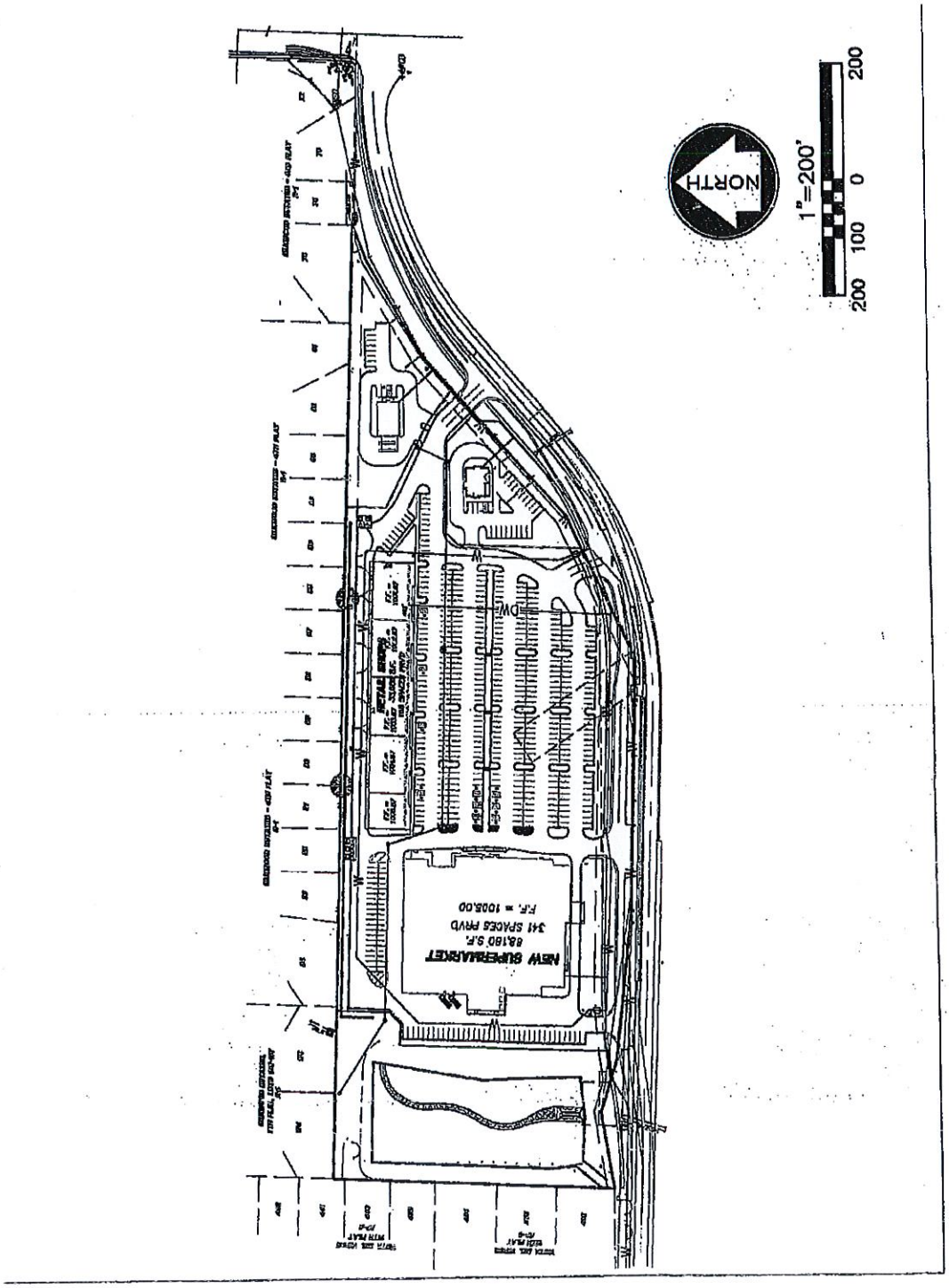

NORTH
1"=200'
200 100 0 200
NEW SUPERMARKET
68,180 S.F.
341 SPACES PRVD
F.F. = 1005.00

EXHIBIT D

PROJECT BUDGET

			Reimbursable Project Costs Category		
	Development Costs	Total Project Costs	Developer's Costs	TIF	CID (Non-TIF Captured Portion of CID 0.5% Sales Tax)
Line Item	LAND ACQUISITION COSTS				
	DETENTION BASIN	$ 642,628	$ -	$ 642,628	$ -
	BLUE PARKWAY RIGHT-OF-WAY	$ 115,000	$ -	$ -	$ 115,000
	BALANCE OF LAND	$ 2,442,372	$ 2,442,372	$ -	$ -
	SITE COSTS				
	SITE GRADING/EROSION CONTROL	$ 528,500	$ 285,000	$ 243,500	$ -
	PARKING LOTS, CAG, LIGHTS, LANDSCAPING	$ 1,569,800	$ 1,494,800	$ 75,000	$ -
	STORM SEWERS - ON-SITE	$ 200,200	$ 200,200	$ -	$ -
	RETAINING WALLS/SCREENING WALLS	$ 412,100	$ 112,100	$ 300,000	$ -
	ELECTRICAL CONNECTIONS	$ 71,000	$ 71,000	$ -	$ -
	8" WATER MAIN ON-SITE	$ 61,800	$ 61,800	$ -	$ -
	8" SANITARY SEWER MAIN EXTENSION ON-SITE	$ 126,225	$ 126,225	$ -	$ -
	PUBLIC IMPROVEMENTS				
	REPLACEMENT OF SANITARY SEWER - OFFSITE	$ 375,000	$ -	$ 375,000	$ -
	12" WATER MAIN RELOCATION ON BLUE PARKWAY	$ 109,575	$ -	$ 34,575	$ 75,000
	BLUE PARKWAY RELOCATION & WIDENING	$ 755,000	$ -	$ 283,414	$ 481,586
	RIGHT TURN LANE ON TODD GEORGE ROAD	$ 40,500	$ -	$ 40,500	$ -
	DETENTION BASIN	$ 225,000	$ -	$ 75,000	$ 150,000
	STORM SEWERS (15" - 66" CSP)	$ 313,470	$ -	$ 133,470	$ 180,000
	RELOCATION OF OVERHEAD POWER ON BLUE PARKWAY	$ 219,305	$ -	$ 69,305	$ 150,000
	NEW 4" GAS MAIN RELOCATED BLUE PARKWAY	$ 45,000	$ -	$ 15,000	$ 30,000
	NEW 100 PAIR COPPER TELE. RELOCATED BLUE PKWAY	$ 63,000	$ -	$ 23,000	$ 40,000
	CONSTRUCTION COSTS:				
	PRICE CHOPPER	$ 5,795,300	$ 5,795,300	$ -	$ -
	RETAIL	$ 2,663,310	$ 2,663,310	$ -	$ -
	PAD BUILDINGS ONLY	$ 2,200,000	$ 2,200,000	$ -	$ -
	SOFT COSTS:				
	COMMISSIONS	$ 125,000	$ 125,000	$ -	$ -
	LEGAL	$ 175,000	$ 105,000	$ 70,000	$ -
	ARCHITECTURAL	$ 90,000	$ 90,000	$ -	$ -
	ENGINEERING	$ 194,500	$ 97,400	$ 97,100	$ -
	PERMITS	$ 40,000	$ 40,000	$ -	$ -
	CONSTRUCTION INTEREST	$ 280,000	$ 124,800	$ 155,400	$ -
	Total Development Costs	$ 20,068,585	$ 16,234,107	$ 2,832,692	$ 1,221,586
	Reimbursable Project Costs Cap:			$3,854,478	
	Percentages of Total Project Costs by Category	100%	80.91%	13.11%	6.08%

*Amounts set forth above in the TIF or CID columns for any particular line item are not caps on the amount of reimbursable costs for such line item. Subject to the following limitations, Developer may reallocate reimbursable cost amounts within or between the TIF and CID columns:

> Reimbursable Project Costs at the Reimbursement Interest Rate, all as defined in the TIF Redevelopment Agreement between the City and the Developer.

> Total TIF and CID reimbursement is limited to $3,854,478, plus Loan Origination Costs, Advanced Funds, and interest on Reimbursable Project Costs at the Reimbursement Interest Rate, all as defined in the Tax Increment Financing Redevelopment Agreement between the City and the Developer and the Cooperative Agreement between the City, the Developer, and the CID.

> Reimbursable amounts for individual line items set forth above under the heading "Soft Costs" shall not be increased by more than 15%

> The reimbursable amount set forth above for "Land Acquisition" shall not be increased

> Costs incurred for line items set forth above under the heading "Construction Costs" shall not be reimbursable with TIF or CID

> CID revenues shall not be used to reimburse costs incurred for improvements located outside the boundaries of the CID

> CID revenues shall only be used to reimburse the costs of public improvements

> CID revenues shall not be used to reimburse costs associated with line items that do not have a reimbursable amount listed above in the CID c

EXHIBIT E

PROJECT SCHEDULE

Action	Schedule
Approval of Site Plan	April 4, 2013
Commencement of Construction of grocery store and 50% of in-line retail shops	April 4, 2013
Completion of Construction of grocery store and 50% of in-line retail shops	December 31, 2013
Commencement of Construction of 50% of in-line retail shops, restaurant, bank or other commercial facilities	January 1, 2014
Completion of Construction of 50% of in-line retail shops, restaurant, bank or other commercial facilities	December 31, 2014

EXHIBIT F

CERTIFICATE OF SUBSTANTIAL COMPLETION
OF
WEST STAR CO., INC.

The undersigned, West Star Co., Inc. (the "**Developer**"), pursuant to that certain Tax Increment Financing Redevelopment Agreement dated as of _____ _____, 2013, between the City of Lee's Summit, Missouri (the "**City**") and the Developer (the "**Agreement**"), hereby certifies to the City as follows:

1. That as of _____, 20___, Redevelopment Project #4 (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. Redevelopment Project #4 has been completed in a good and workmanlike manner and the Public Improvements have been completed in a good and workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement).

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

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

5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to Redevelopment Project #4.

6. The City's acceptance (below) or the City's failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate of Substantial Completion to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 30-day period), and the recordation of this Certificate of Substantial Completion with the Jackson County Recorder of Deeds, shall evidence the satisfaction of the Developer's agreements and covenants to construct Redevelopment Project #4.

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

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

[Remainder of page intentionally blank.]

EXHIBIT G

APPLICATION FOR REIMBURSABLE PROJECT COSTS

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

Re: Amendment to East U.S. 50 Highway Corridor Improvement Tax Increment Financing Plan With Respect To The Redevelopment of Project Area 4

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Tax Increment Financing Redevelopment Agreement dated as of _____ ____, 2013 (the "**Agreement**") between the City of Lee's Summit, Missouri (the "**City**") and West Star Co., Inc. (the "**Developer**"). In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on *Schedule 1* hereto is a Developer Reimbursable Project Cost and was incurred in connection with the construction of Redevelopment Project #4.

2. These Developer Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Redevelopment Plan Amendment Ordinance and the Agreement.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the Special Allocation Fund and no part thereof has been included in any other Application previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the Work for which this application relates have been issued and are in full force and effect.

6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

7. If any cost item to be reimbursed under this application is deemed not to constitute a Redevelopment Project Cost within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Developer Reimbursable Project Costs for payment hereunder.

8. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.

9. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

10. Construction of Redevelopment Project #4 is in compliance with the Project Schedule set forth in **Exhibit F** to the Agreement, subject to any amendment or Excusable Delay.

Reimbursable Project Costs (RPC) Request For Payment

RPC Request Detail:

Vendor Name	Date of Service	Date Paid by Developer	Project Budget Item (Exhibit F)	Requested Amount

Total RPC Request $ _____

The portion above is to be filled out by Developer.

The portion below is to be filled out by the City.

RPC Approved - This Request _____

RPC Approved/Paid To Date _____

Total Approved/Paid RPC To Date $ _____

Actual Redevelopment Project Costs Submitted on _____, 20___ _____

_____

Total Project Cost Cap _____

(less) Total Approved/Paid RPC To Date _____

TOTAL RPC to be reimbursed _____

_____ _____

Approving Signature by City Date