Unified Government Clerk's Office

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Unified Government Clerk

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NOTICE OF SPECIAL MEETING

To the Members of the Governing Body of the
Unified Government of Wyandotte County/Kansas City, Kansas:

You are hereby notified that a Special Meeting of the Board of Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas, is scheduled to be conducted in a hybrid format in the Commission Chambers of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas on Thursday, April 10, 2025, at 5:00 PM regarding

1. Ordinance approving execution of Second Amended & Restated Star Bond Project Plan (American Royal Project)
2. Resolution setting and giving notice of creating a Community Improvement District (American Royal Project)
3. Resolution approving Amended & Restated Development Agreement (American Royal Project)

   These items will be for discussion only. Copies of the documentation are attached to this notice.

The public will be able to observe or listen to the meetings live on YouTube or UGTV, or through ZOOM; information is below. The public may also view the special meeting from the Commission Chambers of the Municipal Office Building.

Please click the link below to join the webinar:
https://wycokck.zoom.us/j/87598915260
Webinar ID: 875 9891 5260
Or One tap mobile:
US: +17193594580,83729948563# or +12532050468,83729948563#
Or Telephone:
Dial (for higher quality, dial a number based on your current location):
US: +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 669 444 9171 or +1 669 900 9128 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931 3860 or +1 689 278 1000 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or 888 475 4499 (Toll-Free) or 877 853 5257 (Toll-Free)
International numbers available: https://wycokck.zoom.us/u/kcFOvEruua

Dated this 8th day of April 2025.

Report to
Board of Commission

MEETING DATE	PRESENTER	DEPARTMENT
	Chelsee Chism, Director cchism@wycokck.org X8046	Economic Development

AGENDA ITEM #2.1.

ORDINANCE: APPROVING EXECUTION OF SECOND AMENDED & RESTATED STAR BOND PROJECT PLAN **(AMERICAN ROYAL)**

BACKGROUND

RECOMMENDATION

Approve

Approve Ordinance

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

The original development agreement would have repaid the STAR bonds with the sales tax generated by the project plus State sales taxes from Plaza at the Speedway (but not local). The revised agreement increasing the amount of the STAR bonds will include the sales tax generated from the development as well as the State and local sales tax from Plaza at the Speedway. The $155M in bonds will be used for various project costs including land, sitework, infrastructure, and construction and will continue 20 years from the effective date of the STAR project plan (2045) or payoff of the bonds, whichever is earlier. This existing Plaza at the Speedway TIF district will be terminated as it has been fully repaid; and the sales tax will then be utilized to repay these bonds. The property taxes at Plaza at the Speedway will no longer be captured upon termination of the TIF, which is estimated to generate approximately $515,000 annually for the City of Kansas City, Kansas.

LEGAL CONSIDERATIONS

Ordinances and agreements related to this item have been prepared by outside legal counsel and bond counsel.

ATTACHMENTS

Ordinance - 2nd Amended STAR Plan - American Royal (UG), Second Amended and Restated STAR Bond Project Plan - American Royal (2.17.25) (101959215v2)-c (2)

Approved by Administrator to add to agenda.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
HELD ON APRIL 24, 2025**

The governing body of the Unified Government of Wyandotte County/Kansas City, Kansas met in regular session at the Board of Commissioners Chambers in Kansas City, Kansas at 7:00 p.m. on April 24, 2025, the following members being present and participating:

Name	Title	Present/Absent
Tyrone Garner	Mayor/CEO	
Melissa Bynum	Commissioner	
Tom Burroughs	Commissioner	
Bill Burns	Commissioner	
Mike Kane	Commissioner	
Christian Ramirez	Commissioner	
Dr. Evelyn Hill	Commissioner	
Philip J. Lopez	Commissioner	
Chuck Stites	Commissioner	
Gayle E. Townsend	Commissioner	
Andrew Davis	Commissioner	

The Mayor/CEO declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

After due published notice the Mayor/CEO opened the public hearing on the Second Amended and Restated Northwest Speedway STAR Bond District STAR Bond Financing Project Plan (the "Plan"). A presentation was made by staff to the governing body on the Plan, and the public hearing was opened for public comment. After all members of the public wishing to speak were permitted to speak, the public hearing was closed by the Mayor/CEO.

There was presented an Ordinance entitled:

AN ORDINANCE APPROVING THE SECOND AMENDED AND RESTATED NORTHWEST SPEEDWAY STAR BOND DISTRICT STAR BOND FINANCING PROJECT PLAN.

Commissioner ______________ moved that said Ordinance be passed. The motion was seconded by Commissioner _________________. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Yea: ____

____

Nay: ____

The Mayor/CEO declared said Ordinance to be duly passed by a 2/3 vote of the governing body, and the Ordinance was then duly numbered Ordinance No. O-____-25, was signed by the Mayor/CEO and attested by the Unified Government Clerk, and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the Unified Government.

* * * * * * * * * * * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

____

Monica Sparks
Unified Government Clerk

ORDINANCE NO. O-______-25

AN ORDINANCE APPROVING THE SECOND AMENDED AND RESTATED NORTHWEST SPEEDWAY STAR BOND DISTRICT STAR BOND FINANCING PROJECT PLAN.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer") is a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Kansas as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class; and

WHEREAS, the Issuer desires to promote, stimulate and develop the general and economic welfare of the Issuer and the State of Kansas (the "State") and to assist in the development and redevelopment of eligible areas within the Issuer, thereby promoting the general welfare of the citizens of the State and the Issuer, by acquiring property and providing for the development and redevelopment thereof and the financing relating thereto; and

WHEREAS, on October 27, 2016, the governing body of the Issuer adopted Resolution No. R-78-16 establishing its intent to create a STAR bond district within the Issuer (the "STAR Bond District") and setting a date for a public hearing with respect thereto; and

WHEREAS, on December 14, 2016, the Secretary of Commerce of the State of Kansas (the "Secretary") determined that the STAR Bond District is an "eligible area" under provisions of K.S.A. 12-17,160 *et seq*., as amended (the "Act"); and

WHEREAS, a public hearing was held on December 15, 2016, after proper notice was published in accordance with the Act, regarding the creation of the STAR Bond District; and

WHEREAS, the governing body of the Issuer passed Ordinance No. O-75-16 on December 15, 2016 and published on December 22, 2016, which created the STAR Bond District and approved the STAR Bond District Plan (the "STAR Bond District Plan"), which contains one project area known as the "STAR Bond Project Area"; and

WHEREAS, the Issuer prepared the Northwest Speedway STAR Bond District Project Plan for the STAR Bond Project Area dated March 31, 2017 and filed with the clerk of the Issuer on April 5, 2017 (the "Original Project Plan") in consultation with the Issuer's Planning Commission, which Original Project Plan provided for the redevelopment of the STAR Bond Project Area as described therein; and

WHEREAS, on April 11, 2017, the Issuer's Planning Commission adopted Resolution No. 1 finding that the Original Project Plan is consistent with the intent of the comprehensive plan for the development of the Issuer; and

WHEREAS, on April 27, 2017, the governing body of the Issuer adopted Resolution No. R-18-17 setting a date for a public hearing with respect to the Original Project Plan; and

WHEREAS, a public hearing was held on June 15, 2017, after proper notice was published in accordance with the Act, regarding the Original Project Plan; and

WHEREAS, on October 26, 2017, the governing body of the Issuer adopted Ordinance No. O-62-17 approving the Original Project Plan; and

WHEREAS, in connection with the Original Project Plan, the Issuer and the American Royal Association, a Missouri not-for-profit corporation (the "Developer") entered into that certain American Royal Development Agreement dated as of November 2, 2017 (the "Original Agreement"); and

WHEREAS, the Issuer prepared the Northwest Speedway STAR Bond District Amended STAR Bond Financing Project Plan dated October 19, 2018, which was further amended by the Northwest Speedway STAR Bond District Amended STAR Bond Financing Project Plan dated November 28, 2018 and filed with the clerk of the Issuer on November 28, 2018 (collectively, the "First Amended Project Plan"), which constituted a substantial change under the Act; and

WHEREAS, the Issuer held a public hearing on November 29, 2018, and continued to and closed such public hearing on December 6, 2018, after due published notice in accordance with the Act, regarding the First Amended Project Plan; and

WHEREAS, following such public hearing, the governing body of the Issuer passed Ordinance No. O-52-18 approving the First Amended Project Plan (the "First Amended Project Plan") repealing and replacing the Original Project Plan in its entirety; and

WHEREAS, the Issuer has prepared the Second Amended and Restated Northwest Speedway STAR Bond District STAR Bond Financing Project Plan dated December 1, 2024 (the "Second Amended Project Plan"), which constitutes a substantial change to the First Amended Project Plan under the Act; and

WHEREAS, a notice of public hearing, indicating that the governing body is considering approval of the Second Amended Project Plan, was published twice in ***The Wyandotte Echo***, the official newspaper of the Issuer, in accordance with the provisions of the Act, particularly K.S.A. 12-17,166(k); and

WHEREAS, following such published notice, the Issuer held a public hearing on April 24, 2025, regarding the Second Amended Project Plan; and

WHEREAS, the governing body of the Issuer hereby finds and determines that the adoption of the Second Amended Project Plan will repeal and replace the First Amended Project Plan in its entirety, will serve one or more of the public purposes set forth in the Act, and will promote, stimulate, and develop the general and economic welfare of the Issuer; and

WHEREAS, the governing body of the Issuer, in connection with the adoption of the Second Amended Project Plan, will consider the entering into that certain American Royal Amended and Restated Development Agreement (the "Amended and Restated Agreement") between the Issuer and the Developer, which would supersede and replace the Original Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE ISSUER, AS FOLLOWS:

Section 1. Approval of Second Amended Project Plan. The governing body hereby finds that due notice of the public hearing conducted on this date was made in accordance with the provisions of the Act and that the Second Amended Project Plan is a valid STAR bond project plan as defined in the Act. The governing body hereby adopts and approves the Second Amended Project Plan in the form on file with Unified Government Clerk, which governs redevelopment of the real property in the STAR Bond

Project Area, such STAR Bond Project Area and the STAR Bond District as shown on **Exhibit A** and legally described on **Exhibit B** attached hereto.

Section 2. **Further Authority.** The Issuer shall, and the officers, employees, and agents of the Issuer are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates, and instruments, documents necessary to obtain approvals of the Secretary as required by law, as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. **Effective Date.** This Ordinance shall take effect and be in full force after its adoption by a 2/3 vote of the governing body of the Issuer, publication once as provided by law in the official newspaper of the Issuer, and the Issuer's approval and execution of the Amended and Restated Agreement.

PASSED by a two-thirds vote of the governing body of the Issuer this 24th day of April, 2025.

____
Tyrone Garner, Mayor/CEO

(Seal)

ATTEST:

____
Monica Sparks, Unified Government Clerk

Approved at to form:

____
Office of Chief Counsel

EXHIBIT A
MAP OF STAR BOND DISTRICT AND STAR BOND PROJECT AREA

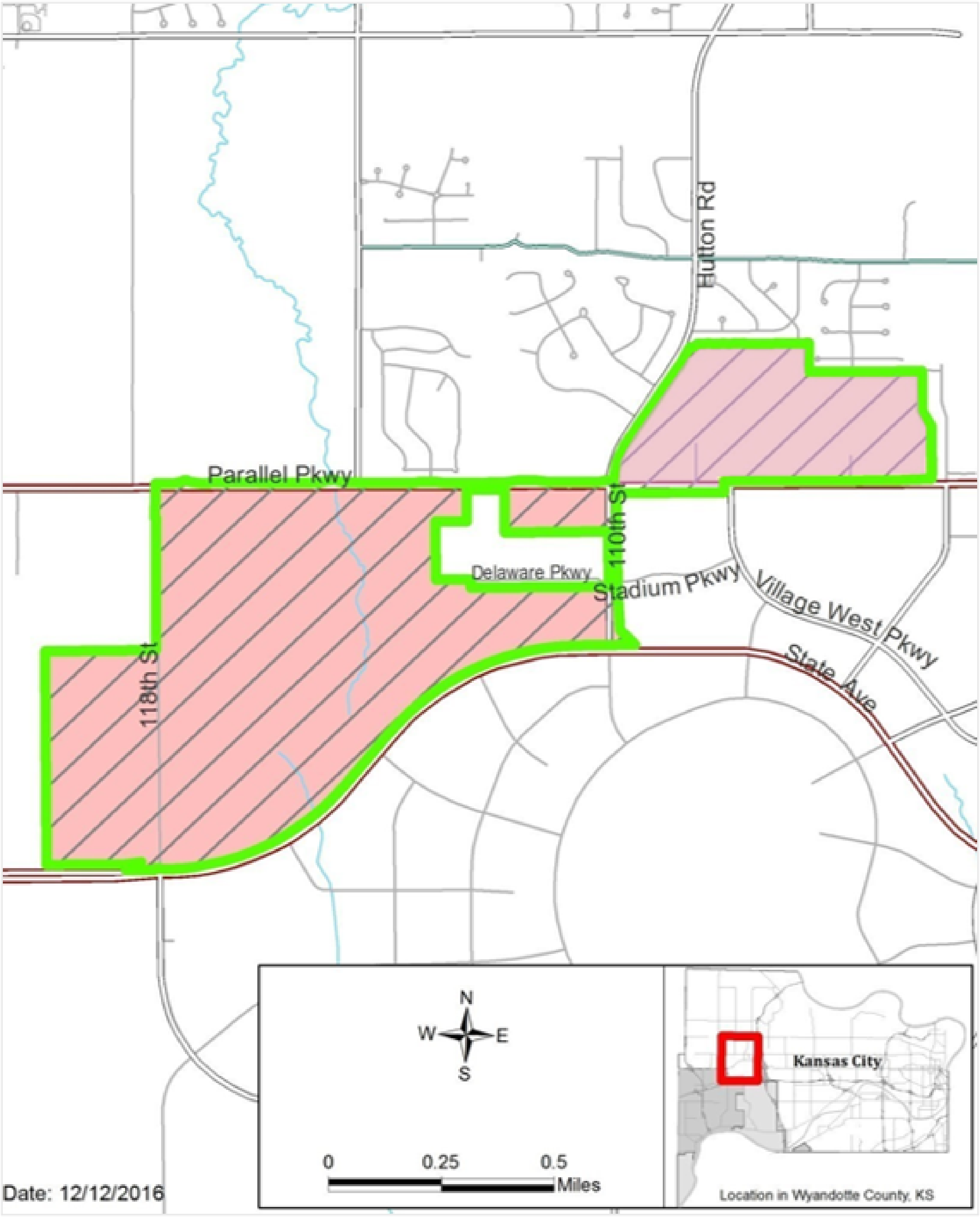

EXHIBIT B
LEGAL DESCRIPTION OF STAR BOND DISTRICT AND STAR BOND PROJECT AREA

All that part of the Northeast Quarter and Southeast Quarter of Section 4, and all that part of Section 3, and all that part of the north half of Section 2, all in Township 11 South, Range 23 East, all that part of Lot 1, PIPER PLAZA, all that part of Lots 1, 2, 3, 4, and 5 of PIPER PLAZA SECOND PLAT, all that part of Lots 1 and 2 SECURITY BANK, all that part of Lots 14, 24, 25 and Tract C of PLAZA AT THE SPEEDWAY, and all that part of Tract D and Lot 53, PLAZA AT THE SPEEDWAY SECOND PLAT, and all that part of Lots 38, 39, 40, 41, and 42, PLAZA AT THE SPEEDWAY THIRD PLAT, and all that part of Lots 43, 44, 45, 46, 47, 48, 49, 50, 51, and 52, PLAZA AT THE SPEEDWAY FOURTH PLAT, and all that part of Lots 53, 54, and 55, PLAZA AT THE SPEEDWAY FIFTH PLAT, and all that part of Lots 56, 57, Tract E1, and Tract E2, PLAZA AT THE SPEEDWAY SIXTH PLAT, and all that part of the Southeast Quarter and Southwest Quarter of Section 34, and all that part of the Southeast Quarter of Section 33, both in Township 10 South, Range 23 East, all being in the City of Kansas City, Wyandotte County, Kansas being generally described as follows: Beginning at the intersection of the south right-of-way line of Parallel Parkway and the west right-of-way line of N. 118th Street, thence southerly, with the west right-of-way line of N. 118th Street to the north line of Tract I, American Royal, thence Westerly along the Northerly line of said Tract I to the Northwest corner of said Tract I; thence Southerly, along the Westerly line of said American Royal and its prolongation thereof to the northerly right-of-way line of State Avenue; thence easterly, with the north right-of-way line of State Avenue to the east right-of-way line of N. 110th Street; thence northerly, with the east right-of-way line of N. 110th Street, to the south right-of-way line of Parallel Parkway; thence easterly, with the south right-of-way line of Parallel Parkway, to the west right-of-way line of Village West Parkway; thence northerly, with the west right-of-way line of Village West Parkway, to the north right-of-way line of Parallel Parkway; thence easterly, with the north right-of-way line of Parallel Parkway, to the easterly line of PLAZA AT THE SPEEDWAY SIXTH PLAT; thence northerly, with the east line of PLAZA AT THE SPEEDWAY SIXTH PLAT to the northeast corner thereof; thence westerly, with the north line of PLAZA AT THE SPEEDWAY SIXTH PLAT, to the northwest corner thereof, said point also being on the easterly line of PLAZA AT THE SPEEDWAY FIFTH PLAT; thence westerly and northerly, with the easterly line of PLAZA AT THE SPEEDWAY FIFTH PLAT, to the northeast corner thereof; thence westerly, with the north line of PLAZA AT THE SPEEDWAY FIFTH PLAT, and with the north line of PLAZA AT THE SPEEDWAY, to the northwest corner thereof, said point being on the east right-of-way line of Hutton Road; thence southwesterly, with the easterly right-of-way line of Hutton Road to the north right-of-way line of Parallel Parkway; thence westerly, with the north right-of-way line of Parallel Parkway, to the intersection of the north right-of-way line Parallel Parkway and the northerly prolongation of the west right-of-way line of N. 118th Street; thence southerly, with the northerly prolongation of the west right-of-way line of N. 118th Street, to the point of beginning.

Except all of Lot 1, LEGENDS APARTMENTS, and except all of Lot 1, VILLAGE WEST APARTMENTS, and except 3.6 acres more or less described in Book 1861 at Page 550.

The above-described tract contains approximately 550 acres, more or less.

(Published in *The Wyandotte Echo* on May 1, 2025)

SUMMARY OF ORDINANCE NO. O-______-25

On April 24, 2025, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer") passed an ordinance entitled:

AN ORDINANCE APPROVING THE SECOND AMENDED AND RESTATED NORTHWEST SPEEDWAY STAR BOND DISTRICT STAR BOND FINANCING PROJECT PLAN.

The Ordinance approves the Second Amended and Restated Northwest Speedway STAR Bond District STAR Bond Financing Project Plan. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the Unified Government Clerk, 701 North 7th Street, Kansas City, Kansas. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.wycokck.org.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: April 24, 2025

____

Office of Chief Counsel

SECOND AMENDED AND RESTATED
NORTHWEST SPEEDWAY
STAR BOND DISTRICT

STAR BOND FINANCING PROJECT PLAN

SUBMITTED TO THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS
PURSUANT TO K.S.A. § 12-17,160 *et seq*.

December 1, 2024

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LIST OF EXHIBITS

I. Introduction

American Royal Association, a Missouri not-for-profit corporation (the "**Developer**"), respectfully submits this Second Amended and Restated Northwest Speedway STAR Bond District STAR Bond Financing Project Plan (this "**Project Plan**") to the Unified Government of Wyandotte County/Kansas City, Kansas (the "**Unified Government**") for consideration by the Unified Government's governing body pursuant to the Kansas STAR Bond Financing Act, K.S.A. § 12-17,160 *et seq*. (the "**Act**").

Developer owns and/or ground-leases certain real property located within the Project Area (as defined herein) and is the developer of such property.

The American Royal has been a Kansas City tradition since 1899, celebrating the region's rich agricultural heritage through competition, education and entertainment. Hosting the World's largest barbecue contest, one of the Midwest's largest and oldest livestock exhibitions, professional rodeos and prestigious horse shows, and as home to the national championship saddle bred horse competition, the American Royal brings with it a unique mix of uses that create a variety of tourism, education, and entertainment opportunities. It was against this background that the Developer began exploring options to relocate its operations to the State of Kansas (the "**State**"), and upon identifying a desirable site within the Unified Government, set in motion a plan to leave behind its existing antiquated out-of-state facility, and to construct a new state-of-the-art agricultural, education and entertainment destination within the State.

On December 15, 2016, the Unified Government adopted Ordinance No. O-75-16 that created the Northwest Speedway STAR Bond District (the "**District**") with a single Project Area. By letter dated December 14, 2016, the Secretary deemed the District an "eligible area" as defined under the Act. Thereafter, on October 26, 2017 and pursuant to the Act, the Unified Government adopted Ordinance No. O-62-17 approving the Northwest Speedway STAR Bond District STAR Bond Financing Project Plan (the "**Original Project Plan**"), and, on December 6, 2018 and prior to implementing the Original Project Plan, the Unified Government adopted Ordinance No. O-52-18 approving the Northwest Speedway Amended STAR Bond District STAR Bond Financing Project Plan (the "**First Amended Project Plan**") repealing and replacing the Original Project Plan in its entirety.

This Project Plan amends, restates, supersedes, and replaces in its entirety the First Amended Project Plan as a substantial change pursuant to the Act. This Project Plan constitutes the Project Plan for the STAR bond project area (as defined in the Act) conterminous with the boundaries of the District (the "**Project Area**"). The 20-year term of the STAR bond project within the Project Area shall commence on the date of the approval of this Project Plan.

The District will include a major commercial entertainment and tourism area that will include, without limitation, a livestock expo arena, indoor/outdoor warm-up arena(s), agricultural-related ancillary facilities, and related and appurtenant uses (collectively, the "**Overall Project**"). A site plan generally depicting the Overall Project and District is attached hereto as Exhibit A. The Overall Project will be situated on certain real property within the District, which consists of approximately 550 acres generally located at the southwest and northeast corners of the intersection of North 110th Street and Parallel Parkway in Wyandotte County ("**County**"), Kansas City ("**City**"), Kansas. The legal description for the District is attached to this Project Plan as Exhibit B-1 and a map showing the boundaries of the District is attached as Exhibit B-2. The unique mix of uses within the Overall Project is expected to create substantial tourism, education and entertainment opportunities not presently available in the City or the County. The Developer's market analysis suggests that the Overall Project will attract a very broad base and desirable visitor demographics, consisting largely of agricultural- and entertainment-seeking participants and spectators, and families seeking destination agricultural and entertainment opportunities. With the accompanying economic impacts, the Overall Project will become another driver of economic activity for the City, the County, the Unified Government and the State as a whole. These findings are further corroborated by the third-party Feasibility Study, as defined and summarized in this Project Plan.

At build-out and stabilization of the initial phases of the Overall Project, the total capital investment is estimated at approximately $450 million, incremental annual sales are projected at approximately $290 million, and annual visitation is estimated at approximately 2,000,000 attendee days. It is expected that capital investment and sales figures may exceed these numbers as additional destination attraction and commercial users are identified. This Project Plan proposes that the Secretary of Commerce for the State of Kansas ("**Secretary**") approve the issuance of STAR bonds in an aggregate amount sufficient to render at least $155,000,000 in net STAR Bond proceeds for disbursement to Developer in connection with the Overall Project. Multiple phases within the District and the Project Area, along with other surrounding and supportive development, are anticipated to be built in the future, which are projected to add substantial additional capital investment and otherwise enhance the Overall Project.

The Overall Project development team brings substantial experience in developing large-scale commercial projects, including destination attraction-based projects that have previously qualified for STAR Bonds, to the Overall Project. The Developer feels that this background makes it particularly well-qualified to bring the unique development proposed under this Project Plan to fruition.

At the completion of the Overall Project, the Unified Government and the State of Kansas will have a new and unique destination experience that will draw visitors on a statewide and regional basis that will create significant related economic benefits both for the Unified Government and the State as a whole.

II. STAR Bond Project Plan

Pursuant to the Act, municipalities are authorized to utilize STAR Bond Financing for specific development projects through (1) the creation of a STAR Bond Project District, subject to a finding by the Secretary that the District plan is eligible for STAR Bond Financing, and (2) the adoption of a STAR Bond Project Plan that is subsequently approved by the Secretary.

This Project Plan is submitted for consideration by the Unified Government and, ultimately, the Secretary, and includes the following in accordance with the Act:

- A description and map of the project area to be redeveloped;
- A reference to the District plan that identifies the project area that is set forth in the project plan that is being considered;
- A detailed description of the buildings and facilities proposed to be constructed or improved;
- A summary of the feasibility study done as defined in the Act, and amendments thereto;
- The relocation assistance plan;
- Documentation indicating that the Overall Project will result in a capital investment in excess of $75,000,000 and will generate gross annual sales revenue in excess of $75,000,000; and
- The names of the owners, partners, officers or principals of the Developer of the project and of any associated business partner of the Developer of the project that is involved in the STAR bond project.

A. Project Area

The property subject to this Project Plan consists of the approximately 550 acres within the District and conterminous with the boundaries thereof, all within the City and County, as generally depicted on Exhibit B-2. A legal description of the subject property for the Project Area is attached hereto as Exhibit B-1.

B. Reference to District Plan

The Project Area is wholly within the District. The STAR Bond District Plan for the District (the "**District Plan**") provides as follows:

> The buildings and facilities to be constructed or improved in the STAR bond project district may be described in a general manner as a mixed-use development consisting of some or all of the following uses: livestock expo arena and other equestrian-related uses, education and conference center, entertainment complexes, other retail, restaurant, hotel, office and commercial uses, other sporting and recreational uses, any other uses allowable under the Act, and including acquiring real property rights and constructing any associated public and private infrastructure.

This Project Plan is consistent with the District Plan.

C. Description of Buildings and Facilities

The Overall Project located within the District includes the existing Plaza at the Speedway shopping center located north of Parallel Parkway and anticipates new and future development south of Parallel Parkway, which collectively may be described as a mixed-use development consisting of some or all of the following uses: livestock expo arena, indoor/outdoor arenas and other educational, agricultural and agricultural-related uses and ancillary facilities, education and conference centers and related facilities, entertainment complexes, festival grounds, other retail, restaurant, hotel, office, multi-family and other commercial uses, other sporting and recreational uses, other family recreational tourism activities and any other uses allowable under the Act, and including acquiring real property rights and constructing any associated public and private infrastructure (collectively, the "**Project**"). The primary components of the initial phases of the Project are planned to include the following: a main arena with approximately 5,000 permanent seats and the capability for another approximately 3,000 temporary seats; a multi-purpose arena and an outdoor arena, each designed for permanent seating of approximately 3,500 seats with the capability for another approximately 3,000 temporary floor seats; a livestock exhibition hall/barns with the capability to hold approximately 1,500 horse stalls, approximately 3,750 head of cattle, 6x6 pens for approximately 5,000 mixed species of small animals and/or combinations of the foregoing; approximately 20,000 (more or less) square feet of administrative office and community/commercial kitchen space; and space for event support and storage facilities; an agricultural education center with approximately 80,000 square feet of learning and engagement space (which may be integrated within one or more of the other spaces described above) and which contemplates an additional 150,000 square feet of outdoor learning space; and other compatible, related or appurtenant improvements and uses (collectively, the "**American Royal Main Complex**"). In addition, the arenas can be used for a variety of additional events and programming, including other family recreational tourism activities, sports activities (including, for example, basketball, volleyball or other multi-sport athletic facilities and uses) and other recreational and entertainment events and activities.

Other uses are currently envisioned for the Project Area, which other uses may be described as a mixed-use development consisting of some or all of the following uses: education and conference centers and related facilities, entertainment complexes, festival grounds, including, without limitation, contemplated development of an American Royal festival grounds as a future second phase of the development designed and delivered by the Developer (the "**Festival Grounds**"), other retail, restaurant, hotel, office, multi-family and other commercial uses, other sporting and recreational uses, other family recreational tourism activities, and any other uses allowable under the Act.

The Overall Project will be combined with a strong existing retail base in this area of the City and County, as well as other possible future destination attractions. The synergy of concepts in the Overall Project is expected to draw the broadest possible segment of the agricultural and youth and family tourism markets. The Developer will also target national and regional retail and restaurant chains, which will complement the tourism draw associated with the Overall Project and existing and prospective development in this area of the City and County. At completion, the Overall Project will become a key piece of the Unified Government's overall economy and will strengthen the Unified Government's ability to draw visitors from outside of the immediate area.

D. Summary of Feasibility Study

The Act requires that a feasibility study be prepared setting forth the following information: (i) whether a STAR bond project's revenue and tax increment revenues and other available revenues are expected to exceed or be sufficient to pay for the project costs; (ii) the effect, if any, a STAR bond project will have on any outstanding special obligation bonds payable from certain revenues as described in the Act; (iii) a statement of how the jobs and taxes obtained from the STAR bond project will contribute significantly to the economic development of the state and region; (iv) visitation expectation and a plan describing how the number of visitors to the STAR bond project district will be tracked and reported to the secretary on an annual basis which shall include, but not be limited to, obtaining and reporting visitor residence zip code data to the Secretary, provided any visitor residence data requested by the Secretary for business located in the STAR bond district shall be provided in an aggregate manner without personally identifiable information; (v) the unique quality of the project; (vi) economic impact study; (vii) market study; (viii) market impact study; (ix) integration and collaboration with other resources or businesses; (x) the quality of service and experience provided, as measured against national consumer standards for the specific target market; (xi) project accountability, measured according to best industry practices; (xii) the expected return on state and local investment that the project is anticipated to produce; (xiii) a net return on investment analysis; (xiv) a statement concerning whether a portion of the local sales and use taxes are pledged to other uses and are unavailable as revenue for the STAR bond project; (xv) an anticipated principal and interest payment schedule on the bond issue; (xvi) a summary of community involvement, participation and support; and (xvii) a full disclosure and description of all state, federal and local tax incentives that apply or are anticipated to apply within the STAR bond district or any business located in the district.

In accordance with the Act, the Unified Government has a prepared a feasibility study conducted by Canyon Research Southwest, Inc. ("**Canyon**"), a qualified independent third-party consultant selected and approved by the Secretary specifically for that purpose. Titled "*STAR Bond Feasibility Study, A New American Royal, A Food and Agriculture Epicenter, 118th Street and State Avenue, Kansas City, Kansas*," and dated February 2024 (the "**Feasibility Study**"), the Feasibility Study was prepared by Canyon under the control and oversight authority of the Secretary and the costs of which have been paid by Developer.

A summary of the Feasibility Study follows below.

1. **<u>Sufficiency of the Project's Revenues Compared to the Project's Costs</u>**

The Act requires an analysis of whether a project's revenues are expected to exceed or be sufficient to pay for the costs of the Overall Project (the "**Overall Project Costs**"). This requires determining the Overall Project Costs, and the Overall Project Costs eligible for reimbursement with STAR Bond Proceeds (the "**Eligible Overall Project Costs**"), and comparing them to the STAR Bond Proceeds expected to be generated within the Project Area.

a. Estimated Total Project Costs

The total estimated cost to complete the initial phases of the Overall Project is approximately $450 million. As determined from contract prices, engineering estimates, and estimates made by the Developer, a breakdown of the estimated costs by category is set forth below (a detailed budget is attached as Exhibit C):

PROJECT COST ESTIMATES		
Cost Category	**Estimated Cost**	
Property Acquisition	$	13,100,000
Sitework	$	60,397,747
Infrastructure	$	33,146,370
Construction	$	287,705,883
Design & Entitlements	$	35,000,000
Other Soft Costs	$	14,650,000
Contingency	$	6,000,000
TOTAL	**$**	**450,000,000**

b. Estimated Costs Eligible for Reimbursement

Of the total costs listed above, approximately $405.5 million qualify under the Act as "Eligible Project Costs," meaning that only those costs may be financed using STAR Bond Proceeds. These Eligible Project Costs are set forth by category and amount below (a detailed summary breakdown is attached as Exhibit D):

ELIGIBLE COST ESTIMATES		
Cost Category	**Estimated Eligible Cost**	
Property Acquisition	$	10,000,000
Sitework	$	37,959,099
Infrastructure	$	33,146,370
Construction	$	287,705,883
Design & Entitlements	$	29,400,000
Other Soft Costs	$	7,333,333
Contingency	$	TBD
TOTAL	**$**	**405,544,685**

c. Tax Revenues Subject to Capture

STAR bond revenues from the District generated over the 20-year term ("**STAR Bond Revenues**") are estimated to be approximately $465.1 million[1] as set forth on Exhibit E attached hereto. Pursuant to the Act, STAR Bond Revenues can be generated from several sources, including, in relevant part:

[1] The Feasibility Study assumes (i) STAR Bond Revenues from the Plaza at the Speedway (defined below) will be limited to State Sales Tax Revenues, excluding approximately $46.1 million in projected Local Sales Tax Revenues from Plaza at the Speedway, which when included (as anticipated) increases total projected STAR Bond Revenues to approximately $511.2 million, shown as 'Scenario 2' in Exhibit E and Exhibit F; and (ii) with respect to a 1.0% CID sales tax anticipated to be imposed on sales from the American Royal Main Complex, that a portion of the revenues generated therefrom may be pledged to pay STAR bonds if necessary

- *Sales Tax & Use Tax Revenues* – the retail sales dollar amount generated within the District multiplied by: (A) the captured State sales and use tax rate as set forth in the Act, which is currently **6.50%** (the "**State Sales Tax Revenues**"); and (B) the captured local sales and use tax rate as set forth in the Act, which, based on the location of the Project, is currently **1.934368%** (the "**Local Sales Tax Revenues**") consisting of (1) the City's sales and use tax rate, less any portion thereof committed to other uses by election (currently 1% based on the total sales tax rate of 1.625% less 0.25% dedicated to emergency medical service and 0.375% for Unified Government public and safety neighborhood), and (2) the Unified Government's share of the County's sales and use tax rate, which is currently 0.934368% (based on the County's total sales and use tax rate of 1% of which the Unified Government's share is currently 93.4368%); for a total retail sales and use tax rate, as available for capture under the Act, equal to **8.434368%** from State Sales Tax Revenues and Local Sales Tax Revenues combined (collectively, the "**Sales Tax Revenues**").

- *Transient Guest Tax Revenues* – the annual hotel/lodging revenues generated within the District multiplied by the eligible Transient Guest Tax rate as set forth in the Act (the "**TGT Revenues**"), which is currently **7.84%** (based on the total Transient Guest Tax rate of 8.00% from which the State deducts a 0.16% as an administrative fee, leaving the net eligible amount at 7.84%).

- *Community Improvement District Revenues* – the retail sales dollar amount generated within the portion of the District currently owned or ground-leased by Developer and also falling within boundaries of a community improvement district (CID) established pursuant to K.S.A. 12-6a26 *et seq*., if any, multiplied by the CID sales tax rate levied in such CID district, which is currently anticipated to be one percent (1.0%), if and to the extent that such CID sales tax revenues (or a portion thereof) may be pledged to pay STAR bonds if necessary and agreed upon by the Unified Government and Developer (as applicable, the "**CID Revenues**").

Sales Tax Revenues

Although other phases are expected to be built within the District in the future and add substantial additional capital investment and otherwise enhance the Overall Project, for purposes of the Feasibility Study, it is conservatively assumed that STAR Bond Revenues (and the corresponding supportable bond debt estimates) for the Overall Project will be derived exclusively from the following sources within the District: (i) incremental sales and use taxes from the Plaza at the Speedway[2] (over and above "base sales taxes" as described below), (ii) sales and use taxes from the American Royal Main Complex, (iii) sales and use taxes from the Festival Grounds, and (iv) the potential CID Revenues from a CID overlay of a portion of the District as described above.

Given that the Plaza at the Speedway was the only portion of the District generating existing sales at the time of its creation in December 2016, the appropriate retail sales dollar amount generated from the Plaza at the Speedway during a "base year," defined as the 12-month period immediately prior to District creation (Dec. 2015 – Nov. 2016), constitute the "Base Sales", and when multiplied by the applicable captured State and local sales tax rates described above for Sales Tax Revenues – the appropriate corresponding State Sales Tax Revenues and Local Sales Tax Revenues, as determined by the Secretary, constitute the State Base Year Taxes and Local Base Year Taxes against which the respective incremental

and agreed upon by the Unified Government and Developer, which assumption accounts for a projected approximately $32.9 million of the total gross STAR Bond Revenues and, if not collected and/or pledged reduces total projected STAR Bond Revenues to approximately $432.2 million if Local Sales Tax Revenue from Plaza at the Speedway are not included or a net decrease to approximately $478.3 million if Local Sales Tax Revenues from Plaza at the Speedway are included).

[2] As used in this Project Plan, "**Plaza at the Speedway**" means the portion of the District located north of Parallel Parkway and east of N 110th Street / Hutton Road, as generally depicted in yellow shading on Exhibit B-2.

Sales Tax Revenues will be measured (collectively, the "**Base Year Sales Tax Revenues**"), for the entire District. Currently, the existing sales within the District continue to come exclusively from the Plaza at the Speedway, but current sales from the Plaza at the Speedway far exceed its "base year" sales. As a result, all *incremental* sales at the Plaza at the Speedway and all *total* projected sales from all other portions of the District are assumed to be available for capture as STAR Bond Revenues. At full development and stabilization, it is anticipated that the Overall Project (including incremental sales from the Plaza at the Speedway) will produce annual sales volume of approximately $292.6 million, based on the sales estimates summarized in the table below.

PROJECTED ANNUAL INCREMENTAL SALES AT STABILIZATION			
Project Area		Sales at Stabilization	
1	Plaza at the Speedway (incremental)	$	106,289,761
2	Core Royal	$	145,250,516
3	Festival Grounds	$	41,085,000
Total Annual Sales		**$**	**292,625,277**

The combined retail sales tax rate, as available for capture under the Act, is 8.434368% (consisting of 6.50% State and 1.934368% local). At stabilization, the District is anticipated to generate $22.6 million of annual Sales Tax Revenues, consisting of $19.0 million of State Sales Tax Revenues and $3.6 million of Local Sales Tax Revenues.[3] Through the maturity of the contemplated STAR Bonds, the District is projected to generate total Sales Tax Revenues of approximately $432.2 million, consisting of approximately $368.6 million in State Sales Tax Revenues and $63.6 million in Local Sales Tax Revenues.[4] For purposes of the Feasibility Study, it is assumed that only the State Sales Tax Revenues from the Plaza at the Speedway will be captured as STAR Bond Revenues, although it is anticipated that Local Sales Tax Revenues from the Plaza at the Speedway will also be captured as STAR Bond Revenues. Accordingly, the total projected annual sales tax increment at stabilization, and total projected sales tax increment through maturity, are shown in the tables below both with and without Local Sales Tax Revenues from the Plaza at the Speedway for reference.

TAX INCREMENT WITHOUT LOCAL SALES TAX REVENUES FROM PLAZA AT THE SPEEDWAY					
Project Area		At Stabilization		Through Maturity	
1	Plaza at the Speedway (incremental)	$	6,908,834	$	155,029,655
2	Core Royal	$	12,250,963	$	225,967,031
3	Festival Grounds	$	3,465,260	$	51,223,122
Net Sales Tax Revenues		**$**	**22,625,058**	**$**	**432,219,809**

TAX INCREMENT WITH LOCAL SALES TAX REVENUES FROM PLAZA AT THE SPEEDWAY					
Project Area		At Stabilization		Through Maturity	
1	Plaza at the Speedway (incremental)	$	8,964,870	$	201,165,717
2	Core Royal	$	12,250,963	$	225,967,031
3	Festival Grounds	$	3,465,260	$	51,223,122
Net Sales Tax Revenues		**$**	**24,681,093**	**$**	**478,355,871**

[3] These estimates exclude $2.1 million in projected Local Sales Tax Revenues from the Plaza at the Speedway at stabilization, which when included (as anticipated) increases annual Sales Tax Revenues at stabilization to $24.7 million, consisting of $19.0 million of State Sales Tax Revenues and $5.7 million of Local Sales Tax Revenues.

[4] These estimates exclude $46.1 million in projected Local Sales Tax Revenues from the Plaza at the Speedway through maturity, which when included (as anticipated) increases total Sales Tax Revenues through maturity to $478.4 million, consisting of approximately $368.6 million in State Sales Tax Revenues and approximately $109.7 million in Local Sales Tax Revenues.

Transient Guest Tax Revenues

Incremental transient guest tax revenues subject to capture as STAR Bond Revenues, if any, are anticipated to be limited to those generated from the portion of the District currently owned and/or ground-leased by the Developer. The Plaza at the Speedway (which is not owned or ground-leased by the Developer) was the only portion of the District generating any transient guest taxes at the time of its creation in December 2016, and therefore no transient guest taxes were included in the "base year" for purposes of the Feasibility Study. Currently, it is not anticipated that transient guest taxes will be generated within the portion of the District currently owned and/or ground-leased by the Developer. Although it is possible one or more hotels will be constructed within such portion of the District by the time of stabilization or thereafter, no transient guest taxes were included in the sales and tax increment projections for purposes of the Feasibility Study.

CID Sales Tax Revenues

Based on the projected annual sales from the American Royal Main Complex and future Festival Grounds, and an assumed 1.0% CID sales tax rate imposed thereon, at stabilization, the District is anticipated to generate $1.9 million of CID sales tax, with total CID sales tax of approximately $32.9 million through maturity of the District.

d. Estimated STAR Bond Net Proceeds

Based on the Overall Project's captured STAR Bond Revenues and utilizing STAR Bond Project financing methodologies, the estimated STAR Bond net proceeds from the District are approximately $199 million, as summarized in the table below, which includes projected STAR Bond net proceeds and CID Revenues.[5] Exhibit F sets forth the relevant calculations and assumptions utilized.

STAR BOND NET PROCEEDS WITHOUT LOCAL SALES TAX REVENUES FROM PLAZA AT THE SPEEDWAY					
	Project Area	State Sales Tax Revenues	Local Sales Tax Revenues	CID Sales Tax Revenues	Totals
1	Plaza at the Speedway (incremental)	$ 61,752,498		$ -	**$ 61,752,498**
2	Core Royal	$ 75,592,620	$ 22,495,991	$ 11,629,634	**$ 109,718,245**
3	Festival Grounds	$ 18,838,062	$ 5,606,114	$ 2,898,163	**$ 27,342,339**
Net Sales Tax Revenues		**$ 156,183,179**	**$ 28,102,106**	**$ 14,527,797**	**$ 198,813,082**

STAR BOND NET PROCEEDS WITH LOCAL SALES TAX REVENUES FROM PLAZA AT THE SPEEDWAY					
	Project Area	State Sales Tax Revenues	Local Sales Tax Revenues	CID Sales Tax Revenues	Totals
1	Plaza at the Speedway (incremental)	$ 61,752,498	$ 18,377,239	$ -	**$ 80,129,738**
2	Core Royal	$ 75,592,620	$ 22,495,991	$ 11,629,634	**$ 109,718,245**
3	Festival Grounds	$ 18,838,062	$ 5,606,114	$ 2,898,163	**$ 27,342,339**
Net Sales Tax Revenues		**$ 156,183,179**	**$ 46,479,345**	**$ 14,527,797**	**$ 217,190,322**

e. Summary of the STAR Bond Revenues and Overall Project Costs

The total of Eligible Overall Project Costs that can be financed under the Act is limited to the amount of revenues generated from the District. Based on this Project Plan's (1) estimated Overall Project Costs, and (2) estimated STAR Bond net proceeds, the STAR Bond net proceeds are expected to pay for the Overall Project's costs as contemplated under the Act when supplemented by private debt and equity and other private and public sources, including STAR Bond net proceeds generated from revenues available within the District, all as more specifically agreed upon in the development agreement between Developer and the Unified Government (the "**Development Agreement**").

[5] This estimate excludes $46.1 million in Local Sales Tax Revenues projected from the Plaza at the Speedway, which when included (as anticipated), applying the same STAR Bond Project financing methodologies as mentioned above, is projected to generate an additional $18.4 million of STAR Bond net proceeds, increasing total estimated STAR Bond net proceeds from the District to approximately $217.2 million, shown in the second table below and as 'Scenario 2' in Exhibit F attached hereto.

2. Impact on Outstanding Special Obligation Bonds

As required by the Act, an evaluation was conducted as to the "effect, if any" the Overall Project would have on any outstanding STAR bonds as authorized pursuant to the Act. By year-end 2022, sixteen active STAR Bond districts in Kansas possessed outstanding bond principal balance totaling approximately $526 million. Active STAR Bond districts include six in the Kansas City MSA, four projects in the Wichita MSA, and projects in Topeka, Manhattan, Salina, Dodge City, and Garden City. The active STAR Bond districts support a wide range of destination attractions including professional soccer stadium and training facilities, racetracks, minor league baseball stadium, an arena, indoor and outdoor athletic facilities, waterparks, downtown redevelopment, and others. The destination attractions planned for the new American Royal Food and Agriculture Epicenter do not exist within any of the active STAR Bond projects in Kansas.

Village West continues to be the number one tourist attraction in Kansas with more than 12 million annual visitors from throughout the Midwest region and beyond. Village West and Village East together create one of the Midwest's most unique and highly visited sports, entertainment, and shopping destinations. Development of the new American Royal Food and Agriculture Epicenter will have a positive impact on operations of the Kansas Speedway, Village West, and Village East by improving the synergy between the developments through the introduction of additional destination attractions and visitors.

The Feasibility Study concluded that given the noncompeting destination attractions and differing market niche, development of the new American Royal Food and Agricultural Epicenter will not have a measurable adverse impact on visitor volumes, retail sales volumes and STAR bond revenues on those STAR bond districts with outstanding bond debt. Therefore, the operation of additional development withing the new American Royal Food and Agriculture Epicenter is not anticipated to cause default in the payment of outstanding STAR bonds.

3. Significant Contribution to the Economic Development of the State and Region

The economic impact on the surrounding economy will be substantial and the development of the Overall Project will provide significant economic development, tax revenues, tourism, and new jobs that will contribute significantly to the economic development of the Unified Government, the region and the State of Kansas as a whole. The Overall Project, with a total estimated capital investment of approximately $450 million, will result in a substantial number of temporary construction jobs, and at full build-out, employ a significant number of full-time equivalent employees (and with annual payroll) commensurate with projects of similar scope and caliber. The construction-phase and operational-phase estimates projected in the Feasibility Study are summarized below.

Construction phase direct on-site employment associated with the Overall Project is estimated at approximately 2,714 full-time equivalent jobs. Indirect job creation is forecast at 778 and 222, respectively, bringing the total construction-phase work force to 3,714 jobs. The construction phase total payroll is estimated at $206 million. The State of Kansas is estimated to collect approximately $8.07 million in personal income taxes relating from the payroll estimated with construction of in the District.

The development of the Overall Project will provide significant economic development and new jobs for the City of Kansas City, Kansas, State of Kansas, and Midwest Region. In addition to new construction jobs discussed above, the Feasibility Study estimates that, at full build out, the Overall Project will create approximately 650 full-time equivalent jobs with an annual payroll of $20.8 million, generating approximately $650,000 in annual income taxes for the State of Kansas.

In addition to significant economic activity and impacts from construction and continuing into operations, stabilized year gross visitor expenditures generated by visitors to the Overall Project are estimated at $330 million, only $181 million of which is expected to be captured in-District, resulting in substantial spin off benefits and activity for other area businesses and the associated tax revenues flowing to the State and Unified Government instead of the District.

4. Projected Visitation & Tracking

At full build out and stabilization, the Feasibility Study estimates that the Overall Project will conservatively generate 2,156,765 annual attendee days, including 779,618 attendee days from visitors traveling from more than 100 miles away, and in the 'optimistic scenario' projected by the study, that as many as 2,432,500 annual attendee days will be generated at stabilization, including with 882,725 attendee days from visitors traveling from more than 100 miles away in the more optimistic scenario set forth in the Feasibility Study.

The Feasibility Study discusses the Developer's plan for tracking the number of visitors to the Overall Project and reporting that information to the Secretary annually, including visitors' residence zip code data. In 2018, the Developer began implementing a visitor tracking system that tracks the participants, exhibitors, contestants, and public attendees. City/state residence information is collected for all participants who register through American Royal registration systems, and data collected from ticket sales is also able to track the purchasers' locations. Parking and concession sales will all be cashless and thus allow for collection of location data as well, and Wi-Fi systems similarly require registration for access. Zip code residence data is collected through all of these sources and will be reported annually with any other information required pursuant to the Act.

5. Market Study & Market Impact Study

Market Study

The Market Study portion of the Feasibility Study evaluated the ability of the Overall Project to gain market share locally, regionally, and nationally, and its suitability to facilitate development of a multi-use arena and event space, by examining the local tourism market and its ability to support additional development, providing an overview of the competitive rodeo arena industry and discussing a survey of existing rodeos and rodeo arenas in Kansas and other comparable multi-purpose arenas, as compared and contrasted with the Overall Project uses. Conclusions and other takeaways from this portion of the Feasibility Study include that: Overall Project is well positioned geographically to cater to the western United States rodeo participants and fan base; the Overall Project's inventory of horse stalls significantly exceeds that of the surveyed arenas and affords the Overall Project a significant competitive advantage when bidding for large-scale events; the usage of comparable multi-purpose arenas bodes well for the potential of the Overall Project to host a suitable number of annual events and event days to support feasible development and operation; of the indoor arenas surveyed in eastern Kansas, the Stormont Vail Events Center in Topeka was deemed most competitive in terms in terms of size and capacity but suffering from facility deficiencies such as its age, the absence of an outdoor arena, and having a small inventory of stalls and RV hookups; of the six existing indoor arenas surveyed in western Kansas, none were viewed as directly competitive to the Overall Project; of the surveyed multi-purpose arenas, the Lancaster Event Center in Lincoln, Nebraska was viewed as most comparable in terms of property amenities and hosts a significant number of regional/national/international events annually, boding well for the Overall Project's ability to do the same; when compared to the ten surveyed comparable arena venues, the design for the Overall Project affords the necessary location, features, and amenities to be competitive and attract promoters, sponsors, events and fans; and, based on the findings of the Market Study the report determined the viability of the new American Royal Food & Agriculture Epicenter to support future development and continued operation of a multi-purpose arena and event space.

Market Impact Study

As part of the Market Impact Study, the Feasibility Study discusses Overall Project positioning and unique quality, synergy with area attractions and impacts on comparable area businesses. Conclusions and other highlights from those portions of the study are included below: the Overall Project is positioned as a premier food and agriculture event, entertainment and education destination support a regional, national and international draw; together with the existing visitor destinations nearby in Village West and Village East, the Overall Project's uses, concepts, and positioning are designed to create a unique attraction capable of generating large visitor volumes, drawing out-of-town travelers, and enhancing the Kansas City area's status as a regional tourism destination; by increasing the critical mass and scope of destination attractions, the Overall Project will improve Kansas City's competitive position as a sports and entertainment destination and complement the existing attractions at Village East and West by creating a unique sports, entertainment, and education destination; when combined with the Village East and West attractions, the Overall Project will further strengthen the draw and economic impact of Kansas' largest and most visited tourism destination; at build-out and stabilization by; out-of-town visitors to the District are forecast to generate $320 million to $359 million in annual expenditures on shopping, dining, entertainment, lodging, and transportation, not all of which will be satisfied by the planned on-site attractions; and the Overall Project will benefit existing sports, entertainment, retail, restaurant, and lodging businesses in the County, with businesses operating in the neighboring Village West and Village East STAR Bond Districts being the primary beneficiaries, and therefore is not expected to adversely impact the sales of the Cable Dahmer Arena, Starlight Theatre, or Azura Amphitheatre.

6. Expected Return on State and Local Investment

The return on investment to the State of Kansas and Unified Government will be significant and long lasting, and will be measured in the form of increased annual retail sales, job creation and significant construction and other economic activity, and a number of other direct and indirect benefits including from substantial surrounding and supportive development the Overall Project is expected to attract.

7. Statement Concerning Revenues Pledged to Other Uses

The Act inquires into the amount of local taxes in a municipality dedicated by the voters and unavailable for capture under the Act. In Kansas City, Kansas and Wyandotte County, the city sales tax rate is 1.625%, of which .25% has been dedicated by the voters to Emergency Medical Services and 0.375% has been dedicated to public safety and infrastructure. The county sales tax rate is 1.00%, of which 0.065632% is currently dedicated to the cities of Bonner Springs and Edwardsville. As dedicated taxes, these revenues are not available to be captured for STAR Bond Project financing. Additionally, portions of the Plaza at the Speedway currently reside in a tax increment financing (TIF) district that captures certain local sales taxes. Until such TIF district is terminated, these local sales tax revenues will be unavailable for capture by the District; however, the current expectation is that the TIF district at Plaza at the Speedway will be terminated on or about the time this Project Plan is implemented.

8. Other Public Assistance

The Act also provides for disclosure of other state, federal and local tax incentives that apply or, pursuant to the project plan, are anticipated to apply within the District or that apply to any business located in or, pursuant to this Project Plan or a project plan for another Project Area, that will locate in the District. Other public assistance applicable or anticipated to apply with respect to the Overall Project include Kansas Building a Stronger Economy (BASE) grant program funding, Kansas Department of Transportation (KDOT) Economic Development Program funding and/or other KDOT funding, Industrial Revenue Bond (IRB) financing for sales tax exemption on construction materials, and a contemplated Community Improvement District (CID) and 1.0% CID sales tax located only in the portion of the Project Area owned and/or ground-leased by Developer.

9. Anticipated Principal and Interest Payment Schedule

A schedule of principal and interest payments for a STAR Bond issuance for the District is attached as Exhibit F.

10. Meetings and Minutes

Upon approval of this Project Plan by the Unified Government and prior to transmittal to the Secretary, the Unified Government Clerk will attach the minutes of the Unified Government meetings where the Project was discussed as Exhibit G.

E. Relocation Plan

The property in the Project Area expected to be necessary to implement this Project Plan is owned or ground-leased by Developer.

In the event the Unified Government is required to acquire any property located in the Project Area, relocation payments shall be made to any persons or businesses that move from real property or that move personal property from real property as a result of the acquisition of the real property by the Unified Government in carrying out the provisions of the Act pursuant to K.S.A. 58-3508 and the requirements of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Such relocation payments shall be in the amount of the actual reasonable cost of moving to another location, or moving personal property to another location, within the greater metropolitan Kansas City area. No persons residing within the Project Area shall be displaced unless and until there is a suitable housing unit available and ready for occupancy by such displaced person at rents within their ability to pay, such housing units shall be suitable to the needs of such displaced persons and must be a decent, safe, sanitary and otherwise standard dwelling. The Unified Government shall provide for the payment of any reasonable damages sustained by a retailer, as defined by the K.S.A. 79- 3702, and amendments thereto, by reason of the liquidation of inventories necessitated by the relocation.

F. **Officers of Developer**

The Developer, American Royal Association, is a 501(c)(3) not-for-profit organization. The names of the officers of Developer are attached hereto as Exhibit H.

III. **Conclusion**

Based on the foregoing, the Unified Government and the Developer hereby submit this Project Plan for public hearing and due consideration.

[Exhibits Follow]

EXHIBIT A

Site Plan

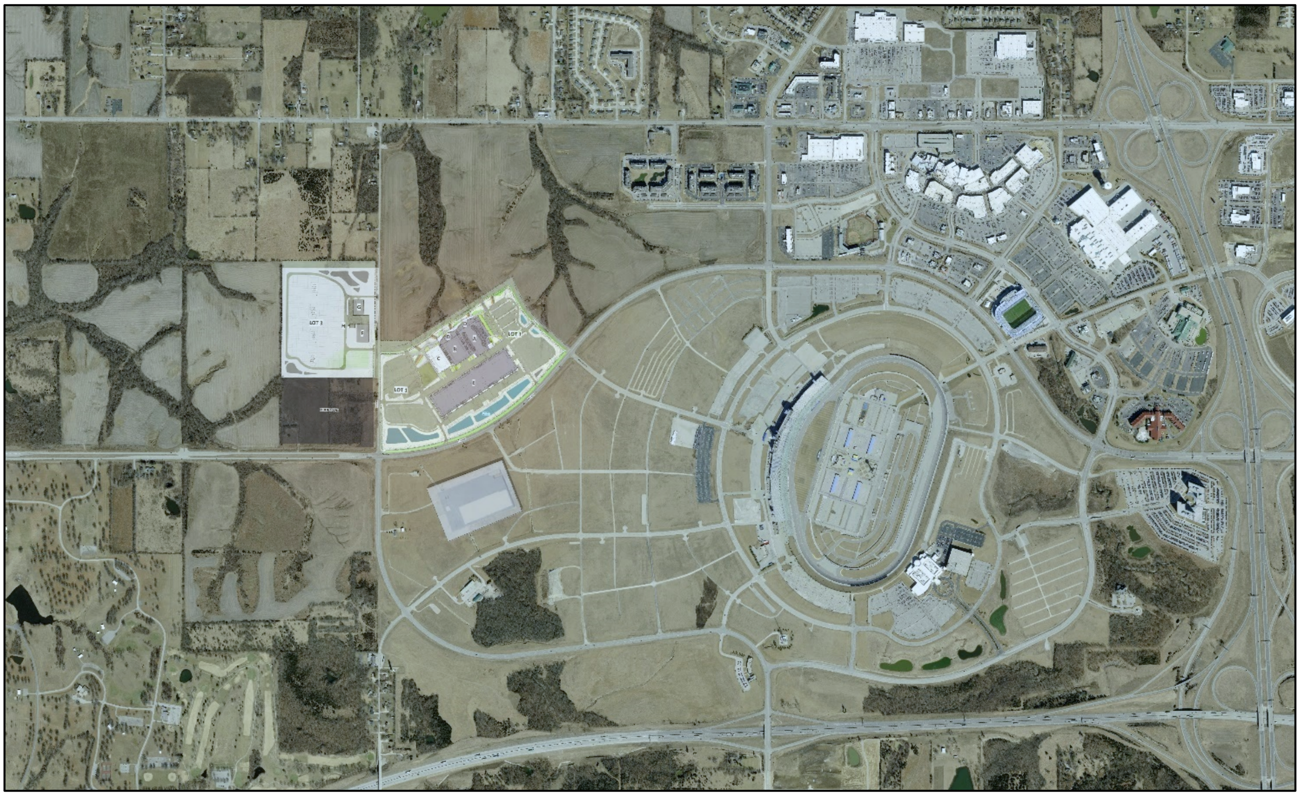


EXHIBIT B-1

Legal Description of the District and Project Area

All that part of the Northeast Quarter and Southeast Quarter of Section 4, and all that part of Section 3, and all that part of the north half of Section 2, all in Township 11 South, Range 23 East, all that part of Lot 1, PIPER PLAZA, all that part of Lots 1, 2, 3, 4, and 5 of PIPER PLAZA SECOND PLAT, all that part of Lots 1 and 2 SECURITY BANK, all that part of Lots 14, 24, 25 and Tract C of PLAZA AT THE SPEEDWAY, and all that part of Tract D and Lot 53, PLAZA AT THE SPEEDWAY SECOND PLAT, and all that part of Lots 38, 39, 40, 41, and 42, PLAZA AT THE SPEEDWAY THIRD PLAT, and all that part of Lots 43, 44, 45, 46, 47, 48, 49, 50, 51, and 52, PLAZA AT THE SPEEDWAY FOURTH PLAT, and all that part of Lots 53, 54, and 55, PLAZA AT THE SPEEDWAY FIFTH PLAT, and all that part of Lots 56, 57, Tract E1, and Tract E2, PLAZA AT THE SPEEDWAY SIXTH PLAT, and all that part of the Southeast Quarter and Southwest Quarter of Section 34, and all that part of the Southeast Quarter of Section 33, both in Township 10 South, Range 23 East, all being in the City of Kansas City, Wyandotte County, Kansas being generally described as follows: Beginning at the intersection of the south right-of-way line of Parallel Parkway and the west right-of-way line of N. 118th Street, thence southerly, with the west right-of-way line of N. 118th Street to the north line of Tract I, American Royal, thence Westerly along the Northerly line of said Tract I to the Northwest corner of said Tract I; thence Southerly, along the Westerly line of said American Royal and its prolongation thereof to the northerly right-of-way line of State Avenue; thence easterly, with the north right-of-way line of State Avenue to the east right-of-way line of N. 110th Street; thence northerly, with the east right-of-way line of N. 110th Street, to the south right-of-way line of Parallel Parkway; thence easterly, with the south right-of-way line of Parallel Parkway, to the west right-of-way line of Village West Parkway; thence northerly, with the west right-of-way line of Village West Parkway, to the north right-of-way line of Parallel Parkway; thence easterly, with the north right-of-way line of Parallel Parkway, to the easterly line of PLAZA AT THE SPEEDWAY SIXTH PLAT; thence northerly, with the east line of PLAZA AT THE SPEEDWAY SIXTH PLAT to the northeast corner thereof; thence westerly, with the north line of PLAZA AT THE SPEEDWAY SIXTH PLAT, to the northwest corner thereof, said point also being on the easterly line of PLAZA AT THE SPEEDWAY FIFTH PLAT; thence westerly and northerly, with the easterly line of PLAZA AT THE SPEEDWAY FIFTH PLAT, to the northeast corner thereof; thence westerly, with the north line of PLAZA AT THE SPEEDWAY FIFTH PLAT, and with the north line of PLAZA AT THE SPEEDWAY, to the northwest corner thereof, said point being on the east right-of-way line of Hutton Road; thence southwesterly, with the easterly right-of-way line of Hutton Road to the north right-of-way line of Parallel Parkway; thence westerly, with the north right-of-way line of Parallel Parkway, to the intersection of the north right-of-way line Parallel Parkway and the northerly prolongation of the west right-of-way line of N. 118th Street; thence southerly, with the northerly prolongation of the west right-of-way line of N. 118th Street, to the point of beginning.

Except all of Lot 1, LEGENDS APARTMENTS, and except all of Lot 1, VILLAGE WEST APARTMENTS, and except 3.6 acres more or less described in Book 1861 at Page 550.

The above described tract contains approximately 550 acres, more or less.

EXHIBIT B-2

Depiction of the District and Project Area

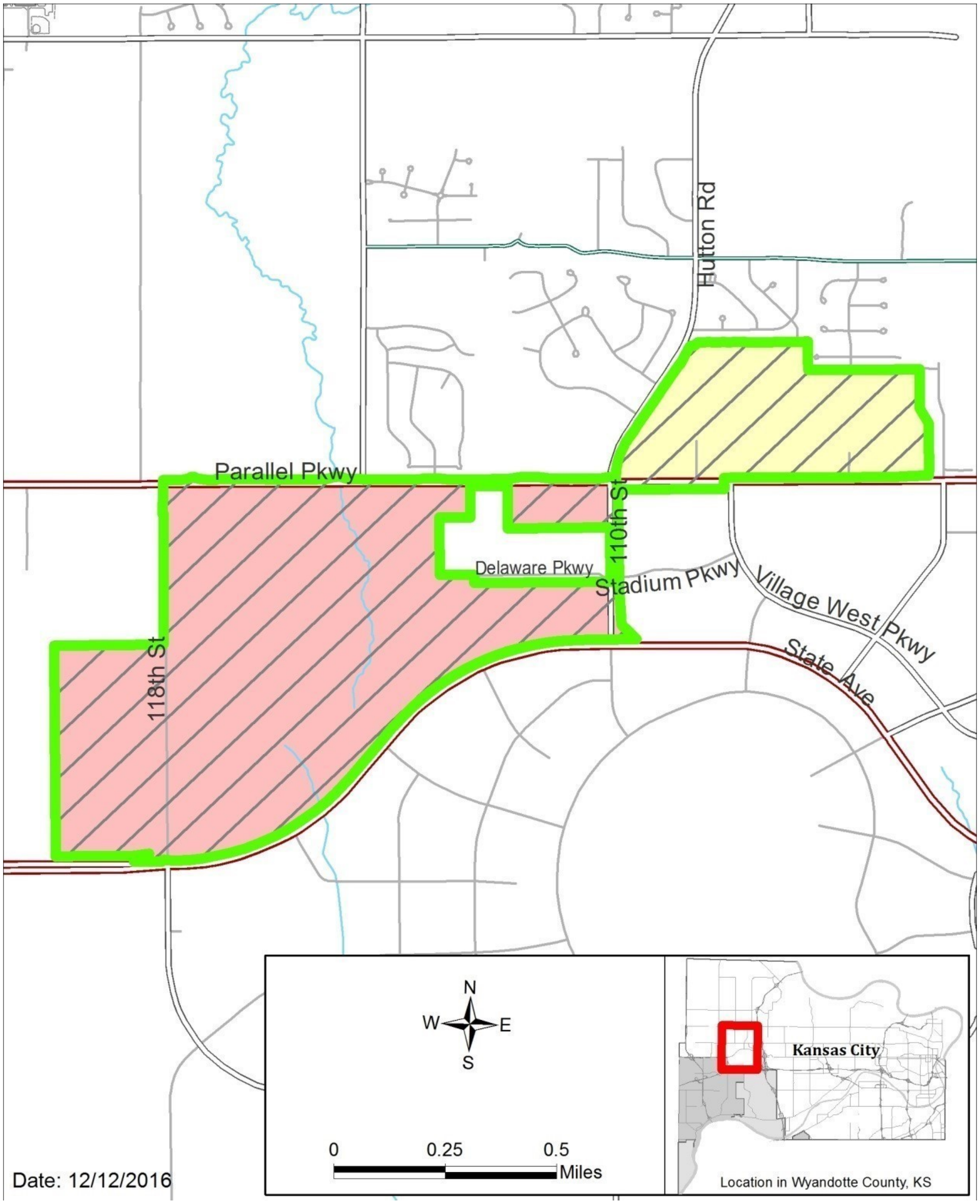


EXHIBIT C

Estimated Project Costs

GENERAL COST CATEGORIES	PROJECT COST ESTIMATES		
	Core Royal & Ag. Education Ctr.	Future Festival Grounds	Total Estimated Project Costs
Land Costs			
Property Acquisition	$ 10,000,000	$ 3,100,000	$ 13,100,000
Subtotal:	$ 10,000,000	$ 3,100,000	$ 13,100,000
Sitework			
Grading, Utiilities, Paving, Landscaping	$ 23,000,000	incl.	$ 23,000,000
Future Festival Grounds Site	$ -	$ 37,397,747	$ 37,397,747
Subtotal:	$ 23,000,000	$ 37,397,747	$ 60,397,747
Infrastructure			
115th - AR Way to State	$ 2,000,000	$ -	$ 2,000,000
118th - from State to north end of Site	$ 3,000,000	$ -	$ 3,000,000
Am. Royal Way (from 118th to 115th)	$ 6,000,000	$ -	$ 6,000,000
Future Festival - N/S & E/W Internal Drives	$ -	$ 21,146,370	$ 21,146,370
Utility Development Fees	$ 1,000,000	$ -	$ 1,000,000
Subtotal:	$ 12,000,000	$ 21,146,370	$ 33,146,370
Construction			
Exhibition Hall/Barns	$ 80,000,000	$ -	$ 80,000,000
Arenas (Main/MP/Outdoor)	$ 85,000,000	$ -	$ 85,000,000
Office HQ & Comm/Community Kitchen	$ 12,000,000	$ -	$ 12,000,000
Event Support and Storage Facilities	$ 8,000,000	$ -	$ 8,000,000
Agricultural Education Center	$ 47,000,000	$ -	$ 47,000,000
FF&E (incl. educational exhibits)	$ 34,000,000	$ -	$ 34,000,000
Future Festival - RR/State/Support	$ -	$ 10,000,000	$ 10,000,000
Contingency	$ 11,705,883	$ -	$ 11,705,883
Subtotal:	$ 277,705,883	$ 10,000,000	$ 287,705,883
Design & Entitlements			
Design & Engineering Fees / Design	$ 29,000,000	$ 1,000,000	$ 30,000,000
Planning, Zoning, Permitting & Other Fees	incl.	incl.	incl.
UG Origination Fee	$ 5,000,000	$ -	$ 5,000,000
Subtotal:	$ 34,000,000	$ 1,000,000	$ 35,000,000
Other Soft Costs			
Legal & Other (Non-Design/Const.) Prof. Svc. Fees	$ 10,000,000	$ 1,000,000	$ 11,000,000
Project Overhead	$ 3,500,000	$ 150,000	$ 3,650,000
Subtotal:	$ 13,500,000	$ 1,150,000	$ 14,650,000
Contingency			
Owner Cont.	$ 5,000,000	$ 1,000,000	$ 6,000,000
TOTALS	**$ 375,205,883**	**$ 74,794,117**	**$ 450,000,000**

***Subject to the terms and conditions of the Development Agreement: (i) the above descriptions of project components, project cost and eligible project cost categories, subtotals and totals, and the individual line item descriptions and amounts contained therein, are estimates only and subject to change as the STAR bond project progresses, including, but not limited to, as actual costs are incurred and revenues received; and (ii) reimbursable costs may be shifted among line items and expanded to include other reasonable variations from the descriptions set forth herein, so long as such costs are eligible for payment or reimbursement under K.S.A. 12-17, 160 et seq.*

EXHIBIT D

Estimated Eligible Project Costs

GENERAL COST CATEGORIES	PROJECT COST ESTIMATES	ELIGIBLE PROJECT COST ESTIMATES
Land Costs		
Property Acquisition	$ 13,100,000	$ 10,000,000
Subtotal:	$ 13,100,000	$ 10,000,000
Sitework		
Grading, Utiilities, Paving, Landscaping	$ 23,000,000	$ 23,000,000
Future Festival Grounds Site	$ 37,397,747	$ 14,959,099
Subtotal:	$ 60,397,747	$ 37,959,099
Infrastructure		
115th - AR Way to State	$ 2,000,000	$ 2,000,000
118th - from State to north end of Site	$ 3,000,000	$ 3,000,000
Am. Royal Way (from 118th to 115th)	$ 6,000,000	$ 6,000,000
Future Festival - N/S & E/W Internal Drives	$ 21,146,370	$ 21,146,370
Utility Development Fees	$ 1,000,000	$ 1,000,000
Subtotal:	$ 33,146,370	$ 33,146,370
Construction		
Exhibition Hall/Barns	$ 80,000,000	$ 80,000,000
Arenas (Main/MP/Outdoor)	$ 85,000,000	$ 85,000,000
Office HQ & Comm/Community Kitchen	$ 12,000,000	$ 12,000,000
Event Support and Storage Facilities	$ 8,000,000	$ 8,000,000
Agricultural Education Center	$ 47,000,000	$ 47,000,000
FF&E (incl. educational exhibits)	$ 34,000,000	$ 34,000,000
Future Festival - RR/State/Support	$ 10,000,000	$ 10,000,000
Contingency	$ 11,705,883	$ 11,705,883
Subtotal:	$ 287,705,883	$ 287,705,883
Design & Entitlements		
Design & Engineering Fees / Design	$ 30,000,000	$ 29,400,000
Planning, Zoning, Permitting & Other Fees	incl.	incl.
UG Origination Fee	$ 5,000,000	$ -
Subtotal:	$ 35,000,000	$ 29,400,000
Other Soft Costs		
Legal & Other (Non-Design/Const.) Prof. Svc. Fees	$ 11,000,000	$ 7,333,333
Project Overhead	$ 3,650,000	$ -
Subtotal:	$ 14,650,000	$ 7,333,333
Contingency		
Owner Cont.	$ 6,000,000	$ TBD
TOTALS	**$ 450,000,000**	**$ 405,544,685**

***Subject to the terms and conditions of the Development Agreement: (i) the above descriptions of project components, project cost and eligible project cost categories, subtotals and totals, and the individual line item descriptions and amounts contained therein, are estimates only and subject to change as the STAR bond project progresses, including, but not limited to, as actual costs are incurred and revenues received; and (ii) reimbursable costs may be shifted among line items and expanded to include other reasonable variations from the descriptions set forth herein, so long as such costs are eligible for payment or reimbursement under K.S.A. 12-17, 160 et seq.*

EXHIBIT E
STAR Bond Financing Projections – Scenario 1*

**Excluding Local Sales Tax Revenues from the Plaza at the Speedway*

	STAR Bond Revenue			CID Revenue		
Year	Plaza at the Speedway	Phase 1 Main Complex	Phase 2 Festival Grounds	Phase 1 Main Complex	Phase 2 Festival Grounds	Total Revenues
2024	$3,780,552					$3,780,552
2025	$4,138,638					$4,138,638
2026	$4,505,676	$7,343,545		$870,669		$12,719,890
2027	$4,881,891	$7,899,117		$936,539		$13,717,547
2028	$5,267,510	$8,894,664		$1,054,574		$15,216,748
2029	$5,662,771	$9,939,226		$1,178,420		$16,780,417
2030	$6,067,912	$10,992,227	$1,113,337	$1,303,266	$132,000	$19,608,742
2031	$6,483,182	$11,889,443	$2,304,607	$1,409,642	$273,240	$22,360,114
2032	$6,908,836	$12,250,963	$3,465,260	$1,452,505	$410,850	$24,488,414
2033	$7,345,128	$12,557,237	$3,551,892	$1,488,818	$421,121	$25,364,196
2034	$7,792,328	$12,871,167	$3,640,689	$1,526,039	$431,649	$26,261,872
2035	$8,250,709	$13,192,949	$3,731,706	$1,564,189	$442,441	$27,181,994
2036	$8,720,549	$13,522,771	$3,824,999	$1,603,294	$453,502	$28,125,115
2037	$9,202,135	$13,860,840	$3,920,624	$1,643,376	$464,839	$29,091,814
2038	$9,695,762	$14,207,361	$4,018,639	$1,684,461	$476,460	$30,082,683
2039	$10,201,728	$14,562,545	$4,119,105	$1,726,572	$488,372	$31,098,322
2040	$10,720,343	$14,926,609	$4,222,083	$1,769,736	$500,581	$32,139,352
2041	$11,251,924	$15,299,773	$4,327,635	$1,813,981	$513,095	$33,206,408
2042	$11,796,795	$15,682,269	$4,435,826	$1,859,329	$525,922	$34,300,141
2043	$12,355,287	$16,074,325	$4,546,722	$1,905,813	$539,071	$35,421,218
Totals	$155,029,656	$225,967,031	$51,223,124	$26,791,223	$6,073,143	$465,084,177

Source: Canyon Research Southwest, Inc.

<u>EXHIBIT E (CONT'D)</u>
STAR Bond Financing Projections – Scenario 2*

**<u>Including</u> Local Sales Tax Revenues from the Plaza at the Speedway (as anticipated)*

Year	STAR Bond Revenue: Plaza at the Speedway	STAR Bond Revenue: Phase 1 Main Complex	STAR Bond Revenue: Phase 2 Festival Grounds	CID Revenue: Phase 1 Main Complex	CID Revenue: Phase 2 Festival Grounds	Total Revenues
2024	$4,905,625					$4,905,625
2025	$5,370,276					$5,370,276
2026	$5,846,543	$7,343,545		$870,669		$14,060,757
2027	$6,334,718	$7,899,117		$936,539		$15,170,374
2028	$6,835,095	$8,894,664		$1,054,574		$16,784,333
2029	$7,347,984	$9,939,226		$1,178,420		$18,465,630
2030	$7,873,693	$10,992,227	$1,113,337	$1,303,266	$132,000	$21,414,523
2031	$8,412,545	$11,889,443	$2,304,607	$1,409,642	$273,240	$24,289,477
2032	$8,964,871	$12,250,963	$3,465,260	$1,452,505	$410,850	$26,544,449
2033	$9,531,002	$12,557,237	$3,551,892	$1,488,818	$421,121	$27,550,070
2034	$10,111,287	$12,871,167	$3,640,689	$1,526,038	$431,649	$28,580,831
2035	$10,706,079	$13,192,949	$3,731,706	$1,564,189	$442,441	$29,637,364
2036	$11,315,742	$13,522,771	$3,824,999	$1,603,294	$453,502	$30,720,308
2037	$11,940,645	$13,860,840	$3,920,624	$1,643,376	$464,839	$31,830,324
2038	$12,581,173	$14,207,361	$4,018,639	$1,684,461	$476,460	$32,968,094
2039	$13,237,712	$14,562,545	$4,119,105	$1,726,572	$488,372	$34,134,306
2040	$13,910,664	$14,926,609	$4,222,083	$1,769,736	$500,581	$35,329,673
2041	$14,600,441	$15,299,773	$4,327,635	$1,813,980	$513,095	$36,554,925
2042	$15,307,463	$15,682,269	$4,435,826	$1,859,329	$525,923	$37,810,809
2043	$16,032,160	$16,074,325	$4,546,722	$1,905,813	$539,071	$39,098,091
Totals	**$201,165,720**	**$225,967,031**	**$51,223,124**	**$26,791,223**	**$6,073,143**	**$511,220,238**

<u>**EXHIBIT F**</u>

STAR Bond Amortization Schedule:
STAR Bond Project – Scenario 1*

<u>Excluding</u> Local Sales Tax Revenues from the Plaza at the Speedway

NPV Revenues				
Year	Plaza at the Speedway	Main Complex	Festival Grounds	NPV @ 5% STAR Bond Revenue
2024	$2,880,420			$2,880,420
2025	$3,003,092			$3,003,092
2026	$3,113,740	$6,258,449		$9,372,189
2027	$3,213,073	$6,411,357		$9,624,430
2028	$3,301,785	$6,875,624		$10,177,409
2029	$3,380,515	$7,317,208		$10,697,723
2030	$3,449,880	$7,707,071	$948,828	$12,105,779
2031	$3,510,457	$7,939,182	$1,870,545	$13,320,184
2032	$3,562,798	$7,791,036	$2,678,665	$14,032,499
2033	$3,607,416	$7,605,534	$2,614,884	$13,827,834
2034	$3,644,809	$7,424,455	$2,552,626	$13,621,890
2035	$3,675,440	$7,247,678	$2,491,849	$13,414,967
2036	$3,699,752	$7,075,114	$2,432,519	$13,207,385
2037	$3,718,163	$6,906,657	$2,374,602	$12,999,422
2038	$3,731,061	$6,742,213	$2,318,065	$12,791,339
2039	$3,738,827	$6,581,690	$2,262,872	$12,583,389
2040	$3,741,803	$6,424,981	$2,208,994	$12,375,778
2041	$3,740,320	$6,272,013	$2,156,398	$12,168,731
2042	$3,734,677	$6,122,677	$2,105,056	$11,962,410
2043	$3,725,267	$5,976,885	$2,054,937	$11,757,089
Totals	**$70,173,293**	**$124,679,824**	**$31,070,840**	**$225,923,957**
Less: Bond Issuance Costs (12%)				**-$27,110,875**
STAR Bond Proceeds Available for Debt Service				**$198,813,082**

Source: Canyon Research Southwest, Inc.; February 2024.

EXHIBIT F (CONT'D)

STAR Bond Amortization Schedule:
STAR Bond Project – Scenario 2*

**Including* Local Sales Tax Revenues from the Plaza at the Speedway*

NPV Revenues				
Year	Plaza at the Speedway	Main Complex	Festival Grounds	NPV @ 5% STAR Bond Revenue
2024	$3,737,619			$3,737,619
2025	$3,896,797			$3,896,797
2026	$4,040,373	$6,258,449		$10,298,822
2027	$4,169,268	$6,411,357		$10,580,625
2028	$4,284,380	$6,875,624		$11,160,004
2029	$4,386,540	$7,317,208		$11,703,748
2030	$4,476,547	$7,707,071	$948,828	$13,132,446
2031	$4,555,151	$7,939,182	$1,870,545	$14,364,878
2032	$4,623,068	$7,791,036	$2,678,665	$15,092,769
2033	$4,680,965	$7,605,534	$2,614,884	$14,901,383
2034	$4,729,486	$7,424,455	$2,552,626	$14,706,567
2035	$4,769,233	$7,247,678	$2,491,849	$14,508,760
2036	$4,800,781	$7,075,114	$2,432,519	$14,308,414
2037	$4,824,670	$6,906,657	$2,374,602	$14,105,929
2038	$4,841,406	$6,742,213	$2,318,065	$13,901,685
2039	$4,851,484	$6,581,690	$2,262,872	$13,696,045
2040	$4,855,345	$6,424,981	$2,208,994	$13,489,320
2041	$4,853,420	$6,272,013	$2,156,398	$13,281,831
2042	$4,846,098	$6,122,677	$2,105,056	$13,073,831
2043	$4,833,889	$5,976,885	$2,054,937	$12,865,711
Totals	$91,056,520	$124,679,824	$31,070,840	$246,807,184
Less: Bond Issuance Costs (12%)				-$29,616,862
STAR Bond Proceeds Available for Debt Service				$217,190,322

EXHIBIT F (CONT'D)

STAR Bond Amortization Schedule:
Plaza at the Speedway (only) – Scenario 1*

**Excluding* Local Sales Tax Revenues from the Plaza at the Speedway*

Year	Gross STAR Bond Revenue	Present Value 5.0%	Net Present Value	Less: Debt Coverage 1.25	Net STAR Bond Proceeds
2024	$3,780,552	0.952381	$3,600,526	$720,105	$2,880,420
2025	$4,138,638	0.907029	$3,753,865	$750,773	$3,003,092
2026	$4,505,676	0.863838	$3,892,174	$778,435	$3,113,740
2027	$4,881,891	0.822702	$4,016,341	$803,268	$3,213,073
2028	$5,267,510	0.783526	$4,127,231	$825,446	$3,301,785
2029	$5,662,771	0.746215	$4,225,644	$845,129	$3,380,515
2030	$6,067,912	0.710681	$4,312,350	$862,470	$3,449,880
2031	$6,483,182	0.676839	$4,388,071	$877,614	$3,510,457
2032	$6,908,834	0.644609	$4,453,497	$890,699	$3,562,797
2033	$7,345,128	0.613913	$4,509,269	$901,854	$3,607,416
2034	$7,792,328	0.584679	$4,556,011	$911,202	$3,644,809
2035	$8,250,709	0.556837	$4,594,300	$918,860	$3,675,440
2036	$8,720,549	0.530321	$4,624,690	$924,938	$3,699,752
2037	$9,202,135	0.505068	$4,647,704	$929,541	$3,718,163
2038	$9,695,761	0.481017	$4,663,826	$932,765	$3,731,061
2039	$10,201,728	0.458112	$4,673,534	$934,707	$3,738,827
2040	$10,720,343	0.436297	$4,677,254	$935,451	$3,741,803
2041	$11,251,924	0.415520	$4,675,400	$935,080	$3,740,320
2042	$11,796,795	0.395730	$4,668,346	$933,669	$3,734,677
2043	$12,355,287	0.376890	$4,656,584	$931,317	$3,725,267
Totals	**$155,029,655**		**$87,716,616**	**$17,543,323**	**$70,173,293**
Less: Bond Issuance Costs (12%)					**-$8,420,795**
STAR Bond Proceeds Available for Debt Service					**$61,752,498**

EXHIBIT F (CONT'D)

STAR Bond Amortization Schedule:
Plaza at the Speedway (only) – Scenario 2*

**Including* Local Sales Tax Revenues from the Plaza at the Speedway*

Year	Gross STAR Bond Revenue	Present Value 5.0%	Net Present Value	Less: Debt Coverage 1.25	Net STAR Bond Proceeds
2024	$4,905,625	0.952381	$4,672,024	$934,405	$3,737,619
2025	$5,370,276	0.907029	$4,870,996	$974,199	$3,896,797
2026	$5,846,543	0.863838	$5,050,466	$1,010,093	$4,040,373
2027	$6,334,718	0.822702	$5,211,585	$1,042,317	$4,169,268
2028	$6,835,095	0.783526	$5,355,475	$1,071,095	$4,284,380
2029	$7,347,984	0.746215	$5,483,176	$1,096,635	$4,386,540
2030	$7,873,693	0.710681	$5,595,684	$1,119,137	$4,476,547
2031	$8,412,545	0.676839	$5,693,939	$1,138,788	$4,555,151
2032	$8,964,871	0.644609	$5,778,837	$1,155,767	$4,623,069
2033	$9,531,002	0.613913	$5,851,206	$1,170,241	$4,680,965
2034	$10,111,287	0.584679	$5,911,857	$1,182,371	$4,729,486
2035	$10,706,079	0.556837	$5,961,541	$1,192,308	$4,769,233
2036	$11,315,742	0.530321	$6,000,976	$1,200,195	$4,800,781
2037	$11,940,645	0.505068	$6,030,838	$1,206,168	$4,824,670
2038	$12,581,173	0.481017	$6,051,758	$1,210,352	$4,841,406
2039	$13,237,712	0.458112	$6,064,355	$1,212,871	$4,851,484
2040	$13,910,664	0.436297	$6,069,181	$1,213,836	$4,855,345
2041	$14,600,441	0.415520	$6,066,775	$1,213,355	$4,853,420
2042	$15,307,463	0.395730	$6,057,622	$1,211,524	$4,846,098
2043	$16,032,160	0.376890	$6,042,361	$1,208,472	$4,833,889
Totals	**$201,165,720**		**$113,820,651**	**$22,764,130**	**$91,056,521**
Less: Bond Issuance Costs (12%)					**-$10,926,783**
STAR Bond Proceeds Available for Debt Service					**$80,129,738**

EXHIBIT F (CONT'D)

STAR Bond Amortization Schedule:
American Royal Main Complex (Phase 1)

Year	Gross Revenue	Present Value 5.0%	Net Present Value	Less: Debt Coverage 1.25	Net Proceeds
2026	$8,214,214	0.952381	$7,823,062	$1,564,612	$6,258,449
2027	$8,835,656	0.907029	$8,014,196	$1,602,839	$6,411,357
2028	$9,949,238	0.863838	$8,594,530	$1,718,906	$6,875,624
2029	$11,117,646	0.822702	$9,146,510	$1,829,302	$7,317,208
2030	$12,295,493	0.783526	$9,633,838	$1,926,768	$7,707,071
2031	$13,299,085	0.746215	$9,923,977	$1,984,795	$7,939,182
2032	$13,703,468	0.710681	$9,738,794	$1,947,759	$7,791,036
2033	$14,046,055	0.676839	$9,506,918	$1,901,384	$7,605,534
2034	$14,397,206	0.644609	$9,280,569	$1,856,114	$7,424,455
2035	$14,757,136	0.613913	$9,059,598	$1,811,920	$7,247,678
2036	$15,126,065	0.584679	$8,843,892	$1,768,778	$7,075,114
2037	$15,504,216	0.556837	$8,633,321	$1,726,664	$6,906,657
2038	$15,891,822	0.530321	$8,427,767	$1,685,553	$6,742,213
2039	$16,289,117	0.505068	$8,227,112	$1,645,422	$6,581,690
2040	$16,696,345	0.481017	$8,031,226	$1,606,245	$6,424,981
2041	$17,113,754	0.458112	$7,840,016	$1,568,003	$6,272,013
2042	$17,541,598	0.436297	$7,653,347	$1,530,669	$6,122,677
2043	$17,980,138	0.415520	$7,471,107	$1,494,221	$5,976,885
Total	**$252,758,254**		**$155,849,780**	**$31,169,956**	**$124,679,824**
Less: Bond Issuance Costs (12%)					**-$14,961,579**
STAR Bond Proceeds Available for Debt Service					**$109,718,245**

Source: Canyon Research Southwest, Inc.; February 2024.

EXHIBIT F (CONT'D)

STAR Bond Amortization Schedule:
American Royal Festival Grounds (Phase 2)

Year	Gross Revenue	Present Value 5.0%	Net Present Value	Less: Debt Coverage 1.25	Net Proceeds
2030	$1,245,337	0.952381	$1,186,035	$237,207	$948,828
2031	$2,577,847	0.907029	$2,338,182	$467,636	$1,870,545
2032	$3,876,110	0.863838	$3,348,331	$669,666	$2,678,665
2033	$3,973,013	0.822702	$3,268,606	$653,721	$2,614,884
2034	$4,072,338	0.783526	$3,190,783	$638,157	$2,552,626
2035	$4,174,147	0.746215	$3,114,811	$622,962	$2,491,849
2036	$4,278,500	0.710681	$3,040,649	$608,130	$2,432,519
2037	$4,385,463	0.676839	$2,968,252	$593,650	$2,374,602
2038	$4,495,099	0.644609	$2,897,582	$579,516	$2,318,065
2039	$4,607,477	0.613913	$2,828,590	$565,718	$2,262,872
2040	$4,722,664	0.584679	$2,761,242	$552,248	$2,208,994
2041	$4,840,730	0.556837	$2,695,498	$539,100	$2,156,398
2042	$4,961,749	0.530321	$2,631,319	$526,264	$2,105,056
2043	$5,085,792	0.505068	$2,568,671	$513,734	$2,054,937
Total	**$57,296,265**		**$38,838,550**	**$7,767,710**	**$31,070,840**
Less: Bond Issuance Costs (12%)					**-$3,728,501**
STAR Bond Proceeds Available for Debt Service					**$27,342,339**

Source: Canyon Research Southwest, Inc.; February 2024.

<u>EXHIBIT G</u>

Meeting Minutes

To be included after approval of Project Plan.

EXHIBIT H

Officers of Developer

AMERICAN ROYAL ASSOCIATION

Officers of the Board of Governors (2024)

Gordon Lansford, Chairman
Charlie Tetrick, First Vice Chairman
Cynthia Savage, Co-Vice Chairman
Angie Stanland, Co-Vice Chairman
John Mitchell, Jr., Co-Vice Chairman

American Royal Officers & Directors (2024)

Ken Wagner, Chairman
Lindsey Smith, Vice Chairman
Bradley Bendle, Treasurer
Walt George, Secretary and Chair-Elect
Jackie McClaskey, President/CEO

Directors (2024)

Term Ending Spring 2025	*Term Ending Spring 2026*	*Term Ending Spring 2027*
Andrew Fahey	Megan Bubb	Brad Bendle
John Lagemann	John Fuchs	Bret Borota
Pat Macy	Jim Gamble	Carol Carlson
Russ Meinhardt	Richard Green	Tim Congrove
John Moncke	Alden Harris	Walt George
Sarah Tate	Angela Hudson	Kevin Heikes
Jeff Yowell	David Morris	Carl Ice
	Blake Nelson	Mark Kolkhorst
	Ben Nichols	Ann Konecny
	Mike Roos	Gordon Lansford
	Mark Thomas	Missy Love
	Ken Wagner	Alex Lowe
	Jack Ward	Molly Olson
		Amy Pollen
		Jeanette Prenger
		Randy Reinhardt
		Tony Rohr
		Jara Settles
		Lindsey Smith
		Mark Stewart
		David Stofer
		Charlie Tetrick
		Trae Venerable
		Ryan Wilkerson

Additional Voting Members

Nancy Wilkerson, BOTAR Representative
Joe Rebein, Saddle and Sirloin Club Representative

Lifetime Directors

Malcolm M. Aslin	Bryan Beaver
H.D. Cleberg	John Dillingham
David Fowler	Mary Hunkeler
Mariner Kemper	Brant Laue
Pete Lemke	Fred Lyons
Greg Maday	John Mitchell, Jr.
Bob Petersen	Cynthia Pistilli Savage
Angie Stanland	

Executive Committee

Brad Bendle	Tim Congrove
Walt George	Gordon Lansford
Pat Macy	Jeanette Prenger
Mike Roos	Cynthia Savage
Jara Settles	Lindsey Smith
Angie Stanland	David Stofer
Charlie Tetrick	Ken Wagner
Ryan Wilkerson	Jeff Yowell

Tracking ID: 21642

Report to

Board of Commission

MEETING DATE	PRESENTER	DEPARTMENT
	Chelsee Chism, Director cchism@wycokck.org X8046	Economic Development

AGENDA ITEM #2.2.
RESOLUTION: SETTING PUBLIC HEARING AND GIVING NOTICE OF CREATING A COMMUNITY IMPROVEMENT DISTRICT **(AMERICAN ROYAL COMMUNITY IMPROVEMENT DISTRICT)**
BACKGROUND
A resolution calling and providing for the giving of notice of a public hearing on the advisability of creating a community improvement district to be known as the American Royal Community Improvement District and intent to levy a sales tax within the district. The hearing is scheduled for May 29, 2025 at 7:00 p.m.
RECOMMENDATION
Approve
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS
Upon approval, the Community Improvement District (CID) a 1% sales tax rate will be added to the total sales tax rate for the district to commence July 1, 2026.
LEGAL CONSIDERATIONS
The resolution and related documents have been prepared by outside legal counsel and bond counsel.
ATTACHMENTS
Resolution - CID Public Hearing - American Royal (UG), CID Petition for American Royal Community Improvement District (7.1.2026 commencement) (fully executed)(100576784.1)-c, Notice of Public Hearing - AR Project Plan for American Royal (UG)

Approved by Administrator to add to agenda.

(Published in ***The Wyandotte Echo*** on May 1 and May 8, 2025)

RESOLUTION NO. R-______-25

A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO BE KNOWN AS THE AMERICAN ROYAL COMMUNITY IMPROVEMENT DISTRICT AND REGARDING THE UNIFIED GOVERNMENT'S INTENT TO LEVY A SALES TAX WITHIN SUCH DISTRICT.

WHEREAS, K.S.A. 12-6a26 *et. seq*. (the "Act") authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a sales tax upon property within the district; and

WHEREAS, a petition dated December 17, 2024 (the "Petition") was filed with the Unified Government Clerk proposing the creation of the American Royal Community Improvement District (the "CID") under the Act and the imposition of a 1.0% sales tax (as described herein, the "CID Sales Tax") in order to pay the costs of the project as described herein and in the Petition (the "Project"); and

WHEREAS, the Petition was signed by the required number of owners of record, whether resident or not, as required by the Act; and

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") intends to consider creation of the CID and levying the CID Sales Tax as requested in the Petition; and

WHEREAS, the Unified Government's Board of Commissioners (the "Governing Body") hereby finds and determines it to be necessary to direct and order a public hearing on the advisability of creating the CID, approving the Project, and levying the CID Sales Tax pursuant to the authority of the Act and further to provide for the giving of notice of said hearing in the manner required by the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS, AS FOLLOWS:

SECTION 1. **Petition**. The Governing Body hereby finds and determines that the Petition meets the requirements of the Act.

SECTION 2. **Public Hearing**. It is hereby authorized, ordered, and directed that the Governing Body shall hold a public hearing, in accordance with the provisions of the Act, on the advisability of creating the CID, approving the Project set forth in Petition, and whether to levy the CID Sales Tax, such public hearing to be held on **May 29, 2025, at 7:00 p.m.**, or as soon therafter as the matter can be heard, in the Commission Chambers, at the lobby level of the Municipal Office Building, 701 North 7th Street, Kansas City, Kansas, under the authority of the Act.

SECTION 3. Proposed Projects. The general nature of the Project is as follows:

to promote the acquisition, development, operation and maintenance of a new mixed-use commercial development within the areas located generally (i) north of State Avenue, south of American Royal Way, east of 118th Street and west of 115th Street, and (ii) west of the intersection of 118th Street and American Royal Way, in Kansas City, Wyandotte County, Kansas, all as generally depicted on the attached **Exhibit B**. The Project may be more particularly described as the construction, maintenance, and procurement of certain improvements, costs, and services within the CID , including, but not limited to: infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Project, and the Unified Government and the Petitioners' administrative costs in establishing and maintaining the CID, and any other items permitted to be financed within the CID under the Act.

SECTION 4. Estimated Cost. The total estimated cost of the Project is $450,000,000.

SECTION 5. Method of Financing. The proposed method of financing the Project is through a combination of private equity, private debt, and certain public incentive revenues, including CID financing. It is proposed that CID revenue will be made available to finance the cost of the Project through the issuance of pay-as-you-go financing, as defined in the Act, special obligation revenue bonds, or any combination of these methods. No CID special assessments are proposed with regard to the Project.

SECTION 6. Proposed CID Sales Tax. It is proposed that the Project be financed in part through the levying of a 1.0% CID Sales Tax as authorized by the Act, with such sales tax to commence on **July 1, 2026**, or such other date as shall be approved by ordinance of the Governing Body, and to continue for a maximum term of twenty-two (22) years.

SECTION 7. Map and Legal Description of Proposed CID. The legal description of the property to be contained in the proposed CID is set forth on **Exhibit A** attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed CID is attached as **Exhibit B** hereto and incorporated by reference herein.

SECTION 8. Notice of Hearing. The Unified Government Clerk is hereby authorized, ordered and directed to give notice of said public hearing by publication of this Resolution in the official newspaper. Such publication shall be at least once each week for two (2) consecutive weeks. The second publication shall be at least seven (7) days prior to the date of the hearing. The Unified Government Clerk is hereby further ordered and directed to mail a copy of this Resolution, via certified mail, to all property owners within such proposed CID at least ten (10) days prior to the date of the hearing.

SECTION 9. Effective Date. This Resolution shall be effective upon adoption by the Governing Body.

[Balance of page intentionally left blank]

ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS THIS 24TH DAY OF APRIL, 2025.

(SEAL)

____

Tyrone Garner, Mayor/CEO

ATTEST:

____

Monica Sparks, Unified Government Clerk

Approved as to Form:

____

Office of Chief Counsel

EXHIBIT A

LEGAL DESCRIPTION OF PROPOSED AMERICAN ROYAL COMMUNITY IMPROVEMENT DISTRICT

Lot 1 and Tracts A, B, C, and D, American Royal Second Plat, a subdivision of land in Kansas City, Wyandotte County, Kansas, and also Lot 3 and Tracts E, F, G, H, and I, American Royal, a subdivision of land in Kansas City, Wyandotte County, Kansas;

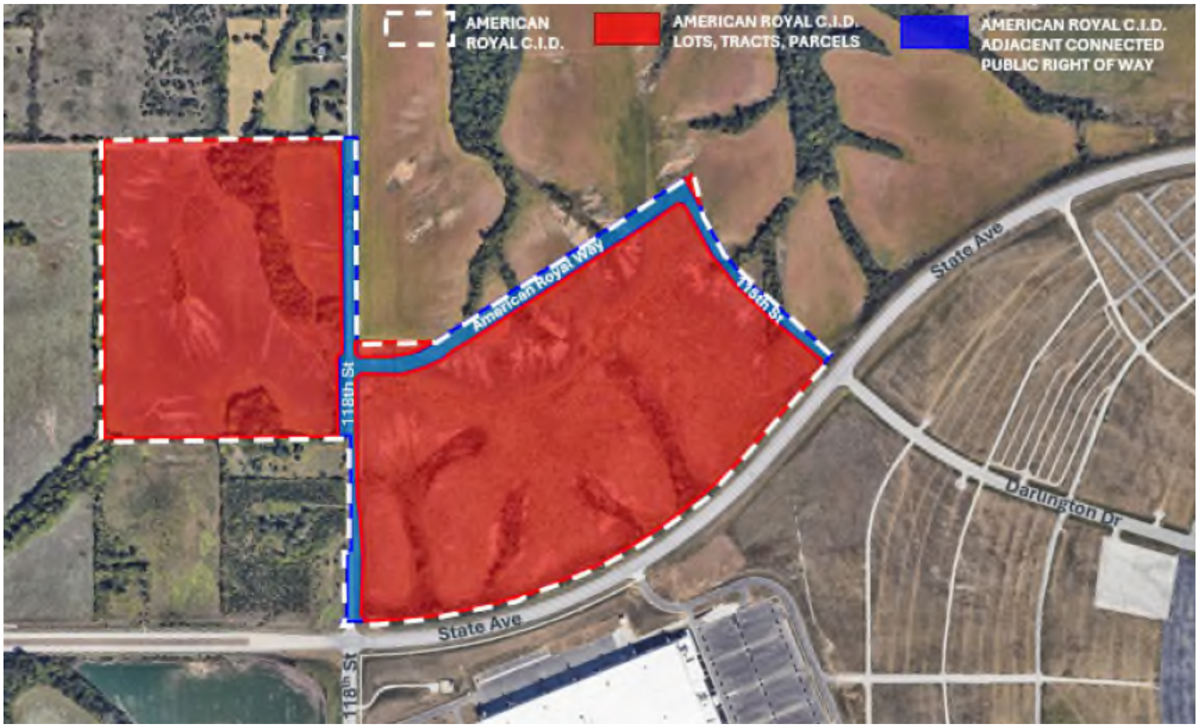
AND, including:

All adjacent right-of-way.

[Balance of page intentionally left blank]

EXHIBIT B

MAP OF PROPOSED AMERICAN ROYAL COMMUNITY IMPROVEMENT DISTRICT



PETITION FOR THE CREATION OF THE AMERICAN ROYAL COMMUNITY IMPROVEMENT DISTRICT

TO: Board of Commissioners,
Unified Government of Wyandotte County and Kansas City, Kansas

The undersigned, being the owner(s) of record, whether resident or not, of the following (each, a "**Petitioner**" and collectively, "**Petitioners**"):

1. More than fifty-five percent (55%) of the land area contained within the hereinafter described community improvement district; and

2. More than fifty-five percent (55%) by assessed value of the land area contained within the hereinafter described community improvement district

hereby petition(s) the Unified Government of Wyandotte County and Kansas City, Kansas (the "**UG**") to create a community improvement district (the "**CID**") and authorize the proposed community improvement district projects (the "**CID Projects**") hereinafter set forth, all in the manner provided by K.S.A § 12-6a26, *et seq*. (the "**Act**"). In furtherance of such request, the Petitioner(s) state as follows:

1. MAP AND LEGAL DESCRIPTION OF THE PROPOSED DISTRICT

A map generally depicting the proposed community improvement district (the "**District**") is attached hereto as **Exhibit A**. The legal description of the District is attached hereto as **Exhibit B**.

2. GENERAL NATURE OF THE PROJECTS

The general nature of the proposed projects to be funded in part by the District (the "**Projects**") is to promote the acquisition, development, operation and maintenance of a new mixed-use commercial development within the areas located generally (i) north of State Avenue, south of American Royal Way, east of 118th Street and west of 115th Street, and (ii) west of the intersection of 118th Street and American Royal Way, in Kansas City, Wyandotte County, Kansas, all as generally depicted on the attached **Exhibit A**. The Projects may be more particularly described as the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Projects, and the UG and the Petitioners' administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

3. ESTIMATED COST

The estimated or probable cost of the Projects is $450,000,000.

4. PROPOSED METHOD OF FINANCING

It is proposed that the Projects be financed through a combination of private equity, private debt, and certain public incentive revenues. It is proposed that community improvement district revenue will be made available to finance the cost of the Projects through the issuance of pay-as-you-go financing, as defined in the Act, special obligation revenue bonds, or any combination of these methods as further described herein.

5. PROPOSED AMOUNT OF SALES TAX

It is being proposed that the Projects be financed in part through the levying of a one percent (1.0%) community improvement retail sales tax as authorized by the Act with such sales tax to continue for a term of twenty-two (22) years, commencing on July 1, 2026, or such other date as the American Royal Association, a Missouri not for profit corporation, its successors or assigns ("**Developer**") may request in accordance with the terms and conditions of the development agreement entered into (or to be entered into) between Developer and the UG.

6. PROPOSED METHOD AND AMOUNT OF ASSESSMENT

It is not being proposed hereunder that the Projects be financed through the levying of assessments.

7. NOTICE TO PETITION SIGNATORY

Names may not be withdrawn from this Petition by any signatory hereto after the UG commences consideration of this Petition, or later than seven (7) days after the filing hereof with the UG Clerk, whichever occurs first.

[Remainder of this page intentionally left blank; signature page(s) and exhibit(s) follow]

IN WITNESS WHEREOF, the undersigned Petitioner has executed the above foregoing petition to create the District at the date set forth opposite its signature below:

PFF RE KCK I, LLC,
a Kansas limited liability company

By: ____________________
Name: Lindsey Patterson Smith
Title: Authorized Representative

ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

Be it remembered that on this 17th day of December, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Lindsey Patterson Smith, to me personally known, who being by me duly sworn did say that she is Authorized Representative of PFF RE KCK I, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said limited liability company and that said person acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

Liza L Lafollette
Notary Public in and for said County and State
Print Name: Liza L. Lafollette

My Commission Expires:
November 26, 2025

LIZA L. LAFOLLETTE
My Commission Expires
11-26-2025
NOTARY SEAL
Jackson County
Commission # 17171036
NOTARY PUBLIC - STATE OF MISSOURI

[Signature page – Petition for Creation of American Royal CID]

IN WITNESS WHEREOF, the undersigned Petitioner has executed the above foregoing petition to create the District at the date set forth opposite its signature below:

AMERICAN ROYAL ASSOCIATION,
a Missouri not for-profit corporation

By: Jackie McClaskey
Name: Jackie McClaskey
Title: President and CEO

ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

Be it remembered that on this 17 day of December, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jackie McClaskey, to me personally known, who being by me duly sworn did say that she is President and CEO of American Royal Association, a Missouri not for-profit corporation, and that said instrument was signed and delivered on behalf of said corporation and that said person acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

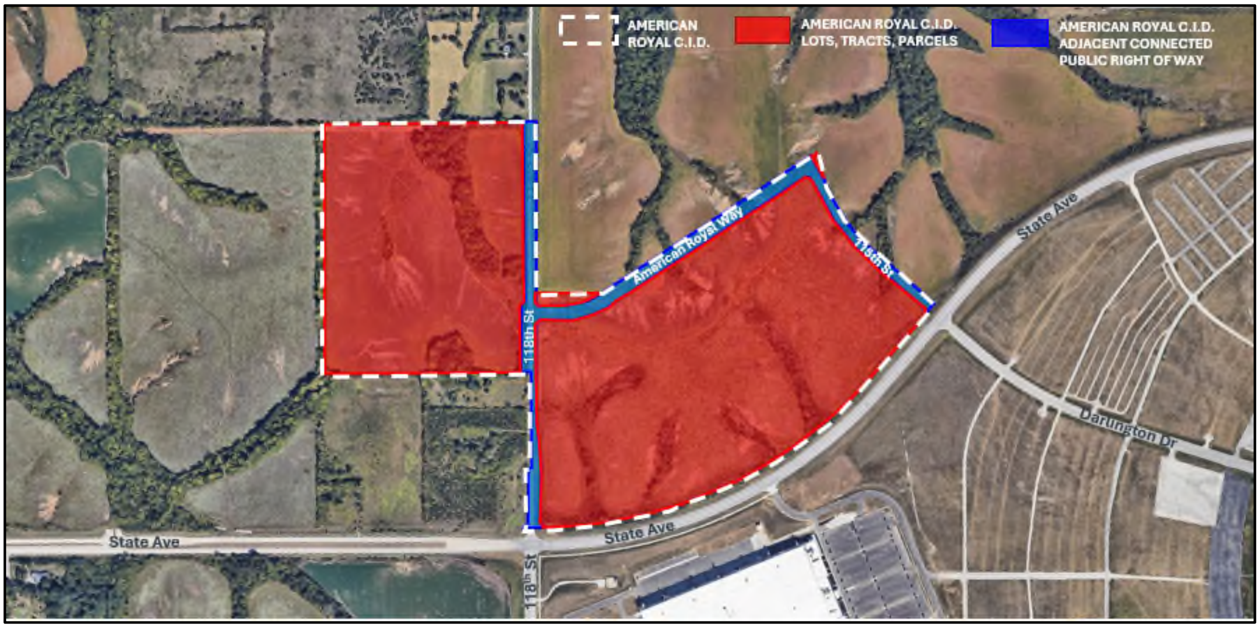
Timothy J. Carroll
Notary Public in and for said County and State
Print Name: Timothy J. Carroll

My Commission Expires:
6·17·2027

TIMOTHY J. CARROLL
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 15423900
My Commission Expires 06-17-2027

EXHIBIT A

MAP OF DISTRICT



<u>EXHIBIT B</u>

LEGAL DESCRIPTION OF DISTRICT

Lot 1 and Tracts A, B, C, and D, American Royal Second Plat, a subdivision of land in Kansas City, Wyandotte County, Kansas, and also Lot 3 and Tracts E, F, G, H, and I, American Royal, a subdivision of land in Kansas City, Wyandotte County, Kansas;

AND, including:

All adjacent right-of-way.

(Published in ***The Wyandotte Echo*** on May 1 and May 8, 2025)

NOTICE OF PUBLIC HEARING REGARDING PROPOSED AMENDMENT AND SUBSTANTIAL CHANGE TO THE NORTHWEST SPEEDWAY STAR BOND DISTRICT AMENDED STAR BOND FINANCING PROJECT PLAN, ALL WITHIN AN ESTABLISHED STAR BOND PROJECT DISTRICT IN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS.

Public notice is hereby given that the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), will conduct a public hearing, pursuant to K.S.A. 12-17,160 *et seq*., as amended, and particularly K.S.A. 12-17,166(k), regarding a substantial change to the Northwest Speedway STAR Bond District Amended STAR Bond Financing Project Plan within the Northwest Speedway STAR Bond District.

The public hearing will be held on **May 29, 2025**, at 7:00 p.m. or as soon thereafter as the matter can be heard at City Hall, 701 N 7th Street, Kansas City, Kansas, 66101. Additional public hearing access information is available at www.wycokck.org/Departments/Clerks-Office/Engage-in-Public-Commission-Meeting or by contacting the Clerk's office via phone at (913) 573-5206 or via email at ugclerkrequest@wycokck.org. Public comment may also be submitted in advance of the public hearing by email to ugclerkrequest@wycokck.org, fax to (913) 573-5299, or mail to Unified Government Clerk's Office, 701 N. 7th Street, Suite 323, Kansas City, Kansas 66101.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place above specified.

At the conclusion of the public hearing, the Governing Body will consider an ordinance approving the amended and restated project plan. A copy of the proposed amended and restated project plan is available to any person upon request to the Unified Government Clerk's Office.

DATED: April 10, 2025.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

Monica Sparks, Unified Government Clerk

Tracking ID: 21167

Report to

Board of Commission

MEETING DATE	PRESENTER	DEPARTMENT
	Chelsee Chism, Director cchism@wycokck.org X8046	Economic Development

AGENDA ITEM #2.3.

RESOLUTION: APPROVING AMENDED & RESTATED DEVELOPMENT AGREEMENT **(AMERICAN ROYAL)**

BACKGROUND

On December 15, 2016, pursuant to K.S.A. 12-17,160 *et seq.* (the "STAR Bond Act"), the UG passed Ordinance No. O-75-16 to create a STAR Bond project district (the "STAR Bond District") and approve a STAR bond district plan for the STAR Bond District, which consists of one project area and encompasses approximately 550 acres of real property generally located at the southwest and northeast corners of the intersection of North 110th Street and Parallel Parkway in Wyandotte County, Kansas. On October 26, 2017, pursuant to the STAR Bond Act, the UG passed Ordinance No. O-62-17 to approve and adopt the Original Project Plan. On December 6, 2018, pursuant to the STAR Bond Act, the UG passed Ordinance No. O-52-18 to approve and adopt the First Amended Project Plan, which repealed and replaced the Original Project Plan in its entirety, and the UG and Developer entered into that certain First Amendment to the American Royal Development Agreement. On August 17, 2023, pursuant to the IRB Act, the UG adopted Resolution No. R-52-23 (the "Original IRB Resolution") determining the UG's intent to issue IRBs to finance the costs of acquiring, constructing and equipping the Project, in the principal amount not to exceed $250,000,000, provided that the Original IRB Resolution would terminate on March 31, 2024, unless (i) the UG has approved an amended and restated development agreement for the Project, (ii) a third-party feasibility study relating to Developer's request for STAR Bonds has been completed, and (iii) the UG has adopted a new or amended STAR bond project plan for the Project. The Developer has proposed amendments to the Development Agreement as outlined in the Deal Terms attached to this document.

RECOMMENDATION

Approve

Approve

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

STAR Bond Request: $155M for $375M Project (but with Festival Grounds it is approximately $450)

- Private Placement first – sold to Royal's "friends and family"
- Public sale later after completion of Project and sales history

Plaza at the Speedway: In addition to the State's pledge of its sales tax, the UG contributes sales tax from Plaza at the Speedway for 20 years

- Requires termination of PATS TIF District

CID Request: 1% CID add on sales tax; CID Cap of $30M+ (difference between STAR bond proceeds and $185M)

IRB Financing and Fees: IRBs for sales tax on construction materials only, but will not use IRBs for abatement if any portions of project subject to property taxes

- In addition to normal fees, Developer will pay an up-front $5M origination fee to be used by UG for economic development purposes (to be decided by full Commission after recommendations from a subcommittee)

Public/Private Ratio: 50/50 on first $100M of STAR Bond proceeds, and then after that aggregate to **42.5%** public investment. Expected to require approx. $209.7M of private investment for use of $155M STAR Bon

Annual Payments: Developer to make $25M of annual payments to a fund controlled by UG for economic development, infrastructure or other purposes beneficial to the UG (to be decided by full Commission after recommendations from a subcommittee). Payments start at $1M on May 15th in year after STAR Bonds are issued and escalate up to $1.8M annually, but payments will stop when STAR Bonds are repaid in full.

LEGAL CONSIDERATIONS

ATTACHMENTS

3 - Resolution Approving American Royal Amended & Restated Development Agreement, American Royal Side-by-Side Deal Terms Comparison, 4-2-25 Executive Summary (Amended and Restated American Royal DA), American Royal Amended and Restated Development Agreement

Approved by Administrator to add to agenda.

RESOLUTION NO. R-____-25

A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ENTER INTO THE AMERICAN ROYAL AMENDED AND RESTATED DEVELOPMENT AGREEMENT.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") desires to promote, stimulate and develop the general welfare and economic prosperity of the UG, its inhabitants, and the State of Kansas, and to assist in the development and redevelopment of eligible areas within the UG by providing for the development and redevelopment thereof and the financing relating thereto;

WHEREAS, on December 15, 2016, pursuant to K.S.A. 12-17,160 *et seq.* (the "STAR Bond Act"), the UG passed Ordinance No. O-75-16 to create a STAR Bond project district (the "STAR Bond District") and approve a STAR bond district plan for the STAR Bond District, which consists of one project area and encompasses approximately 550 acres of real property generally located at the southwest and northeast corners of the intersection of North 110th Street and Parallel Parkway in Wyandotte County, Kansas;

WHEREAS, on June 15, 2017, the UG held a public hearing to consider the Northwest Speedway STAR Bond District STAR Bond Financing Project Plan (the "Original Project Plan");

WHEREAS, on October 26, 2017, pursuant to the STAR Bond Act, the UG passed Ordinance No. O-62-17 to approve and adopt the Original Project Plan;

WHEREAS, on November 2, 2017, in connection with the Original Project Plan, the UG and American Royal Association, a Missouri not-for-profit corporation ("Developer"), entered into that certain American Royal Development Agreement, whereby Developer proposed to develop a major commercial entertainment district that includes a first-class livestock expo area, a first-class agricultural education center and museum, certain barbecue-related uses for the American Royal barbecue contest, and other family recreational tourism activities (collectively, the "Original Project");

WHEREAS, on November 29, 2018, the UG held a public hearing to consider the Amended Northwest Speedway STAR Bond District STAR Bond Financing Project Plan dated November 28, 2018 (the "First Amended Project Plan");

WHEREAS, on December 6, 2018, pursuant to the STAR Bond Act, the UG passed Ordinance No. O-52-18 to approve and adopt the First Amended Project Plan, which repealed and replaced the Original Project Plan in its entirety, and the UG and Developer entered into that certain First Amendment to American Royal Development Agreement (collectively with the American Royal Development Agreement, the "Original Agreement");

WHEREAS, Developer has requested the UG consider expanding and/or modifying the Original Project (as amended, the "Project"), issuing industrial revenue bonds ("IRBs") to obtain an exemption on sales taxes for construction materials and equipment for the Project pursuant to K.S.A. 12-1740 *et seq.* (the "IRB Act"), and establishing a community improvement district pursuant to K.S.A. 12-6a26 *et seq.* (the "CID Act");

WHEREAS, Developer filed with the UG an application dated July 3, 2023 requesting the issuance of IRBs for the Project;

WHEREAS, on August 17, 2023, pursuant to the IRB Act, the UG adopted Resolution No. R-52-23 (the "Original IRB Resolution") determining the UG's intent to issue IRBs to finance the costs of acquiring, constructing and equipping the Project, in the principal amount not to exceed $250,000,000, provided that the Original IRB Resolution would terminate on March 31, 2024 unless (i) the UG has approved an amended and restated development agreement for the Project, (ii) a third-party feasibility study relating to Developer's request for STAR Bonds has been completed, and (iii) the UG has adopted a new or amended STAR bond project plan for the Project;

WHEREAS, on March 28, 2024, the UG adopted Resolution No. R-13-24 to extend the effectiveness of the Original IRB Resolution to December 31, 2024 upon the same conditions;

WHEREAS, Developer filed with the UG a petition dated December 17, 2024 proposing the creation of the American Royal Community Improvement District (the "CID") under the CID Act and the imposition of a 1.0% sales tax (the "CID Sales Tax") to be used to pay or reimburse certain eligible expenses of the Project and/or pledged as an additional source of revenues to pay a portion of the STAR Bonds issued in connection with Project;

WHEREAS, on January 30, 2025, the UG adopted Resolution No. R-__-25 to further extend the effectiveness of the Original IRB Resolution to January 30, 2028 unless IRBs have issued for the Project or as otherwise set forth in an amended and restated development agreement for the Project;

WHEREAS, on March 6, 2025, the UG held public hearings to consider the Second Amended and Restated Northwest Speedway STAR Bond District STAR Bond Financing Project Plan dated December 1, 2024 (the "Second Amended Project Plan"), and the creation of the CID and levying the CID Sales Tax; and

WHEREAS, the Governing Body has determined that it is advisable to enter into the American Royal Amended and Restated Development Agreement, attached hereto as **Exhibit A** (the "Agreement"), to amend and restate the Original Agreement in its entirety.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

Section 1. The Governing Body hereby approves the Agreement in substantially the form attached hereto.

Section 2. Each of the Mayor/CEO and the County Administrator is hereby authorized and directed to execute in the name of the UG and deliver the Agreement. The County Administrator and other officials and representatives of the UG, including special counsel, are hereby further authorized and directed to take such actions and to execute any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. This Resolution shall be effective upon adoption by the Governing Body.

[Remainder of page intentionally left blank; signature page and exhibit follow.]

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS ON _______________, 2025.

____
Tyrone Garner, Mayor/CEO

ATTEST:

____
Unified Government Clerk

(Seal)

EXHIBIT A

American Royal Amended and Restated Development Agreement

[Attached on following pages.]

American Royal Deal Terms

Original Deal Terms	Current Deal Terms
"**Project**" defined to include: • 164,000 s.f. main show arena w/ 5,000 seats • 250,000 s.f. Livestock Exhibition Hall • 6,500 s.f. Agricultural Ed Center • 5,000 s.f. of admin space	"**Project**" defined to include: • 125,000 s.f. show arena w/ 5,000 seats • 90,000 s.f. multipurpose arena • 75,000 s.f. outdoor arena • 390,000 s.f. Livestock Exhibition Hall • 80,000 s.f. Agricultural Ed Center • 20,000 s.f. of admin space
No **Festival Grounds** concept	Developer may build an approximately 120-acre **Festival Grounds** concept located west of North 118th Street. The Festival Grounds concept is an option and not a requirement, but if Developer does build it, the UG must (i) have a non-compete agreement for Azura Amphitheater, and (iii) approve of a final development plan for the Festival Grounds
BBQ Contest: The original Agreement had a condition that the AR agree to host the World Series of BBQ contest exclusively in Wyandotte County, but at the time they were still working through how to do that.	**BBQ Contest:** The World Series of BBQ contest will be held exclusively in Wyandotte County during the life of this Agreement.
STAR Bond Request: $80M for a $165M Project • Bonds expected to be sold in a public sale with UG as issuer	**STAR Bond Request**: $155M for $375M Project (but with Festival Grounds it is approximately $450) • Private Placement first – sold to Royal's "friends and family" • Public sale later after completion of Project and sales history
Plaza at the Speedway: State sales tax is pledged to STAR Bonds, but UG is not required to contribute the local sales taxes that were at the time pledged to TIF bonds for PATS	**Plaza at the Speedway**: In addition to the State's pledge of its sales tax, the UG contributes sales tax from Plaza at the Speedway for 20 years • Requires termination of PATS TIF District
CID Request: 1% CID add on sales tax (used to make up any shortfall of $80M STAR Bonds)	**CID Request**: 1% CID add on sales tax; CID Cap of $30M+ (difference between STAR bond proceeds and $185M)

IRB Financing and Fees: IRBs for sales tax on construction materials only, but Agreement contemplated possibility of using IRBs for abatement if any portions of project subject to property taxes • Normal issuance and admin fees	**IRB Financing and Fees**: IRBs for sales tax on construction materials only, but will not use IRBs for abatement if any portions of project subject to property taxes • In addition to normal fees, Developer will pay an up-front $5M origination fee to be used by UG for economic development purposes (to be decided by full Commission after recommendations from a subcommittee)
Public/Private Ratio: 50/50. $80M of public financing and $80M of private funding	**Public/Private Ratio**: 50/50 on first $100M of STAR Bond proceeds, and then after that aggregate to 42.5% public investment. Expected to require approx. $209.7M of private investment for use of $155M STAR Bonds
No **Annual Payment** Concept	**Annual Payments:** Developer to make $25M of annual payments to a fund controlled by UG for economic development, infrastructure or other purposes beneficial to the UG (to be decided by full Commission after recommendations from a subcommittee). Payments of approx. $1.3M on May 15th in year after STAR Bonds are issued, but payments will stop when STAR Bonds are repaid in full.

4/2/2025 EXECUTIVE SUMMARY
AMERICAN ROYAL AMENDED AND RESTATED DEVELOPMENT AGREEMENT

1. **Parties**. The UG and the American Royal Association ("Developer"), a Missouri nonprofit corporation.

2. **The Project Site**. Approximately 550 acres of real property generally located at the southwest and northeast corners of the intersection of North 110th Street and Parallel Parkway in Wyandotte County, Kansas.

3. **Context; Nature of the Agreement and this Summary**. The proposed Agreement is an Amended and Restated Development Agreement which is intended to entirely update and replace the Development Agreement that was originally signed between the UG and the Developer on November 2, 2017. Since that time, the proposed Project has grown significantly, and so has Developer's request for public financing. The terms and conditions for the deal have evolved and this Executive Summary will attempt to summarize the proposed new deal terms upon which the UG would provide public financing to the American Royal Project, including highlighting the differences with the original deal terms (as modified).

4. **The Project**. The Project is to be a major commercial entertainment and tourism destination which shall, at minimum, include the Core Royal and the Agricultural Education Center (described below), with a Festival Grounds concept that is articulated as an option for Developer, but not contractually required by this Agreement or the issuance of STAR Bonds.

(a) The **Core Royal**, consists of three (3) arenas, a livestock exhibition/barn facility and other improvements described below:

(i) A main indoor show arena with approximately 125,000 s.f. and approximately 5,000 permanent seats and the capability for another approximately 3,000 temporary seats for a variety of events which shall include livestock exhibitions, rodeos, prestigious horse shows, and horse competitions, and which may also be used for additional events, programming, sports (including, for example, basketball, volleyball or other multi-sport athletic activities and uses), and other recreational and entertainment activities.

(ii) A multipurpose indoor arena with approximately 90,000 s.f., and an outdoor arena with approximately 75,000 s.f., each designed for approximately 3,500 seats with the capability for another approximately 3,000 temporary floor seats and which Developer anticipates will be used for similar purposes as the main show arena. ***Original Deal****: One 164,000 square foot livestock expo arena, with approximately 5,000 permanent seats and an additional 3,200 temporary seats for similar events. The new deal promises multiple arenas -- 215,000 square feet of indoor arenas described here and in (i) above, along with a 75,000 s.f. outdoor arena – a total of 290,000 s.f. of arena space.*

(iii) A 390,000 s.f. livestock exhibition hall/barns, including the capability to hold approximately 1,500 horse stalls, approximately 3,750 head of cattle, and/or 6x6 pens for approximately 5,000 mixed species of small animals for events which may include a ten (10) day livestock show in October of each year and similar events throughout the balance of the year. ***Original Deal****: This portion of the project was originally 250,000 s.f. and could hold approx. 2,000 animals.*

(iv) Approximately 20,000 square feet of administrative office and community/commercial kitchen space, including a headquarters location for corporate offices of the American Royal. ***Original Deal**:* Approximately 5,000 s.f. of office space.

(v) Approximately 70,000 s.f. of storage facilities for event support. ***Original Deal**: This storage space was not contemplated.*

(b) An **Agricultural Education Center** is required to be approximately 80,000 s.f. of Improvements (which may be integrated within the Core Royal described above) for a first class agricultural learning and engagement center and museum that features approximately 150,000 square feet of additional outdoor learning space, indoor and outdoor exhibits, which shall be regularly updated in accordance with best industry standards and practices, an interactive museum-based learning environment, and meeting and professional training space. ***Original Deal**: A much smaller 6,500 s.f. Agricultural Education Center.*

(c) As noted above, the Project may (as an option, not a requirement) include future development of an approximately 120-acre **Festival Grounds** concept located west of North 118th Street. Developer is not required to build or deliver this, but if they do, it is contemplated to include an event stage supporting facilities as well as areas for vehicle and RV parking. The potential events and programming for the Festival Grounds are described on **Exhibit 14** attached to the Agreement. However, the parties agree that any development of the Festival Grounds is contingent on (i) adequate financing and other feasibility, (ii) the UG and Developer entering into a mutually agreeable non-compete agreement for events hosted at the facility currently named Azura Amphitheater, and (iii) approval of a final development plan for the Festival Grounds by the UG. ***Original Deal**: The Festival Grounds concept was not contemplated at all in the original deal.*

4. **BBQ Competition**. The American Royal World Series of Barbecue competition hosted annually by Developer will be held exclusively in Wyandotte County, Kansas during the entire Term of this Agreement.

5. **Budget**. Developer's budget indicates a total Project cost of approximately $375M of total project costs, not including the optional Festival Grounds concept. If Developer builds everything described above – including the Festival Grounds – the total project budget is approx. $450M. ***Original Deal:** Developer's original project budget (for a smaller Project) was $165M.*

6. **Private Contribution**. In order to receive all of the STAR Bond financing described below, Developer must contribute at least $209.7M of private funds to the project. The Private Contribution may be phased, but the Developer's ability to provide the private funding may limit the availability of STAR Bond Proceeds to Developer. ***Original Deal**: Developer was originally required to pay approx. $80M with private funds.*

7. **Public Financing**. The Agreement contemplates public financing in the amount of $155M of STAR Bonds to pay for land acquisition, sitework, the hard construction costs for the Core Royal and the Agricultural Education Center, and other infrastructure costs. ***Original Deal**: The original deal was for a maximum of $80M in STAR Bonds.* The Agreement also calls for a community improvement district ("CID") on the Core Royal and other portions of the District owned by the Developer and industrial revenue bond ("IRB") financing for the limited purpose of obtaining a sales tax exemption on construction materials for the Project. Subject to satisfaction of certain conditions, the UG would provide Developer with access to the following public financing:

(a) STAR Bonds. Issuance of STAR Bonds in an amount up to $155M based on the incremental State sales and use taxes (the "State Taxes"), incremental local sales and use taxes received by the UG (the "Local Taxes"), and transient guest taxes ("TGT") collected within this STAR Bond District. ***Original Deal***: *The UG's Local Taxes were previously committed to the TIF bonds for Plaza at the Speedway, and were not pledged to the American Royal STAR Bonds. Those TIF bonds for Plaza at the Speedway are now paid off and the UG would now pledge its Local Taxes at Plaza at the Speedway for 20 years.* The TGT revenues pledged are limited -- the Agreement excludes any TGT from any hotels within the STAR Bond District located at Plaza at the Speedway or on any land that is not owned by Developer. ***Original Deal:*** *The TGT pledge is more limited in this Agreement. Though the original deal did not include TGT from Plaza at the Speedway or a convention center hotel, the any other TGT from the District was available for American Royal bonds.*

(i) First Issuance will be a Private Placement. The Agreement requires that the First Issuance of STAR Bonds be sold as a private placement, and not a public sale with the UG as issuer in the public marketplace. These STAR Bonds will be sold privately to Qualified Third Parties who are donors, investors, foundations, supporters and friends of the Developer, or other third-party capital sources provided by or through the Developer. This should provide a better interest rate, maximize the amount of proceeds available for the Project and minimize the market and reputational risks to the UG. It is contemplated that the UG and Developer may eventually do a public sale of STAR Bonds in a refinancing issue down the road, but only after all of the Core Royal and Agricultural Education Center are complete, open and have some visitation/sale history. ***Original Deal***: *This concept is entirely new - it did not exist in the original deal.*

(ii) Public/Private Ratio. In addition to the 50/50 limitation and other limitations that are normally included in the UG's development agreements, Developer agrees to a public/private ratio that starts at 50/50, but ultimately requires a lower ratio – 42.5% STAR Bond proceeds as compared to 57.5% private funds. This will be measured for each disbursement of the STAR Bond proceeds. ***Original Deal***: *The original project was a 50/50 public/private ratio.*

(b) Community Improvement District. The UG would also form a CID on the Site owned by Developer and impose a CID Sales Tax of 1% within the CID to reimburse Developer for CID Eligible Expenses from only those revenues received from the Core Royal, the Agricultural Education Center, and (if they eventually build it), the Festival Grounds. The CID Sales Tax available to Developer for initial construction of the Project is subject to a CID Cap -- the CID Cap is equal to the difference between the net STAR Bond Proceeds and $185M. If, for example, the STAR Bond sale results in $155M of net proceeds, the CID Cap will be $30M, but if the bond sale yields $145M of net proceeds, the CID Cap is $40M. A portion of these revenues may (or may not) be pledged to support the issuance of the STAR Bonds. ***Original Deal***: *There was a CID as a part of the original deal, but it was only intended to get the Developer to a maximum of $80M of public financing. This does represent an increase in the public financing.*

(c) Industrial Revenue Bonds. Developer may use IRB financing to obtain an exemption on sales taxes for construction materials, equipment and furnishing for the Project. The IRBs for each component of the Project shall be redeemed 12 months after completion of such Project component's construction. Unless otherwise agreed by the parties, no IRBs for construction of the Project shall be issued more than 6 years after the Effective Date of the Agreement.

(i) In addition to typical issuance and administrative fees, Developer will pay a $5M origination fee to the UG with private funds in connection with issuance of the IRBs. The funds from the origination fees will be used for economic development purposes; the UG will form a 5-member subcommittee to make recommendations to the full Commission about how best to use the origination fee described herein. The subcommittee is described in more detail in Section 11 of this Executive Summary below. Also, the origination fee is to be exempt from the community benefit ordinance. ***Original Deal***: *An origination fee of this scale was not in the original deal.*

(ii) Developer is a tax exempt entity and believes that the Core Royal and the Agricultural Education Center, used to further Developer's tax exempt mission and purposes, will be deemed to be exempt from Property Taxes. However, this Agreement does not offer any IRB financing from the UG to facilitate a 100% real property tax abatement if the Core Royal and Agricultural Education Center are not exempt from real property taxes by reason of Developer's status as a nonprofit entity. ***Original Deal***: *The original deal contemplated the potential use of IRBs by the UG to abate real property taxes if the Core Royal and the Agricultural Education Center were deemed to be taxable assets by BOTA.*

8. **Timing**. This Agreement includes normal development conditions, including financing, various approvals and guaranteed maximum price contracts – but Developer is further along than most given that it is already on construction on the Project at the Site. Conditions must be satisfied or waived with 180 days, and then completion of the Core Royal must be within 2 years after the First Issuance of STAR Bonds and completion of the Agricultural Education Center must be within 3 years after the First Issuance of STAR Bonds. ***Original Deal***: *The original agreement provided 18 months to clear conditions and then completion of the Core Royal and Agricultural Education Center within 3 years after the STAR Bond Closing.*

9. **Term**. The Term of the Agreement commences on the Effective Date and, unless earlier terminated, expires upon the later of: (i) the end of the collection of the STAR Bonds (20 years after approval of the Project Plan), or (ii) 22 years after the date that the CID Sales Tax is first collected.

10. **Uses**. Due to the agricultural nature of the Project, portions of the Site may be used on a temporary basis for the keeping and selling of livestock and other animals at auction in connection with events for the Core Royal and Agricultural Education Center, and Developer may keep up to 20 animals on Site on a more permanent basis for educational purposes. Developer agrees to use commercially reasonable efforts (comparable to commercially reasonable standards for similar first class show arenas and livestock exhibition halls in urban areas) to minimize and mitigate odors from animals and animal waste at the Project.

11. **Annual Payments and Recommending Subcommittee**. Developer shall commit $25M of payments to a newly established "American Royal Community Fund" which will be owned and controlled by the UG and used for economic development, infrastructure improvements or other beneficial UG purposes. These annual payments will be equal to $1,315,789.48 per year as shown on Exhibit 15 until the last scheduled payment of $1.8M. These annual payments would start on May 15 of the year following the year in which the STAR Bond Closing occurs. However, the parties agree that if all of the STAR Bonds issued by the UG are repaid in full (and the UG starts receiving all of the sales taxes pledged to those STAR Bonds), then Developer shall not be required to make any further Annual Payments to the American Royal Community Fund after the date of full repayment.

Also, as mentioned above, the UG will form a five-member subcommittee to discuss, consider and make recommendations to the full Commission about the most beneficial use of the $5M origination fee and the $25M of annual payments to be provided by Developer. The subcommittee would be made up of the Mayor, the Chairman and one other member of the Economic Development and Finance Committee, and the Chairman and one other member of the Public Works Committee. The subcommittee would meet after receipt of the origination fee by the UG and after the deposit of each annual payment to the American Royal Community Fund, and the subcommittee will make recommendations for use of that money to the full Commission for ultimate decisions.

12. **Local Benefit Provisions**. During the Term of the Agreement, in addition to the conditions described above, Developer agrees to:

(a) Maintain its headquarters, offices and primary operations within Wyandotte County, Kansas;

(b) Actively participate in the civic, charitable, educational, philanthropic and/or economic development of the Kansas City, Kansas/Wyandotte County community in activities of its choice;

(c) Work in good faith to enter into a partnership with the Agricultural Hall of Fame;

(d) Provide up to 25 tickets to UG officials for premium seating and special access to VIP areas (including clubs and lounges, but excluding private suites) for primary events open to the public at the Core Royal, at no admission cost to the UG or UG officials;

(e) Allow USD 202, USD 203, USD 204, and USD 500 to hold a certain number of events at Core Royal or Agricultural Education Center free of charge, subject to scheduling and payment of Developer's costs for hosting those events;

(f) Allow the Wyandotte County Fair to (i) hold to hold up to 3 events at Core Royal or Agricultural Education Center free of charge, subject to scheduling and payment of Developer's costs for hosting those events, and (ii) have a right of first opportunity to book certain trap shooting events at the Fair's property; and

(g) Work with the UG to incorporate the name of the City and/or County into the name of the grounds for the Project, the main show arena, and the exhibition hall.

13. **Assignment and Transfer**. The UG's prior written consent (not to be unreasonably withheld) is required for Developer to: (i) assign, sell, lease, mortgage or otherwise transfer the Project; (ii) merge with or into another corporation or sell or transfer to another corporation substantially all of its assets; or (iii) assign the Agreement, or any of the rights, benefits or obligations thereunder. The UG's consent is not required, but Developer must provide prior written notice to the UG, for: (i) a Permitted Mortgage (including collateral assignment of Developer's rights to reimbursement of STAR Bond Proceeds, CID Sales Tax Proceeds, and other reimbursement to Developer under the Agreement); (ii) assignment to an Affiliate; (ii) sale, lease or transfer of the excess land; and (iv) a lease executed in the normal course of Developer's use and operation of the Project for a portion of the Site or the Project (but not including long-term ground leases).

14. **MBE/WBE/LBE**. Developer has agreed to the following participation goals for construction of the project: LBE 18% , MBE – 15%, and WBE – 7%. For professional services, Developer has agreed to the following: LBE – 18%, MBE – 13%, WBE – 8%. If Developer fails to meet the goals and fails to demonstrate best efforts to have met the goals as described herein, the STAR Bond Proceeds and the CID Sales Tax Proceeds shall be reduced by an amount equal to 1.5% (meaning 1.5% for Construction Services and an additional 1.5% for Professional Services).

ED&F Version

AMERICAN ROYAL
AMENDED AND RESTATED
DEVELOPMENT AGREEMENT

THIS AMERICAN ROYAL AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "Agreement") is made as of the ____ day of _____________, 2025 (the "Effective Date") between the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") and the American Royal Association, a Missouri not-for-profit corporation ("Developer").

RECITALS:

A. On December 15, 2016, pursuant to the STAR Bond Act, K.S.A. 12-17,160 *et seq.*, as amended (the "STAR Bond Act"), the UG approved a STAR Bond project district (the "STAR Bond District") and approved a STAR bond project district plan for the STAR Bond District (the "District Plan") by passage of Ordinance No. O-75-16, which STAR Bond District has one project area and encompasses approximately five hundred fifty (550) acres of real property generally located at the southwest and northeast corners of the intersection of North 110th Street and Parallel Parkway in Wyandotte County, Kansas, which property is legally described on **Exhibit 1** and generally depicted on **Exhibit 2** attached hereto.

B. On June 15, 2017, pursuant to the STAR Bond Act, the UG held a public hearing to consider the Northwest Speedway STAR Bond District STAR Bond Financing Project Plan (the "Original Project Plan"), and following the hearing, the UG approved and adopted the Original Project Plan by Ordinance No. O-62-17 on October 26, 2017.

C. On November 29, 2018, pursuant to the STAR Bond Act, the UG opened a public hearing to consider the Amended Northwest Speedway STAR Bond District STAR Bond Financing Project Plan dated November 28, 2018 (the "First Amended Project Plan"), which hearing was continued and resumed on December 6, 2018, and following the hearing, the UG approved and adopted the First Amended Project Plan by Ordinance No. O-52-18 on December 6, 2018, which First Amended Project Plan repealed and replaced the Original Project Plan in its entirety.

D. In connection with the Original Project Plan (as subsequently amended), the UG and Developer entered into that certain American Royal Development Agreement dated as of November 2, 2017, as amended by that certain First Amendment to American Royal Development Agreement dated as of December 6, 2018 (collectively, the "Original Agreement").

E. In accordance with the terms and conditions set forth herein, Developer proposes to design, develop, construct, complete and operate a major commercial entertainment and tourism destination and major multi-sport athletic complex within the STAR Bond District consisting of at least the following uses: (i) the Core Royal, as defined in Section 2.2(a) and including three (3) first-class arenas and facilities and other related improvements; (ii) a first class agricultural education center and museum (the "Agricultural Education Center"); and (iii) certain barbecue-related uses for the American Royal barbecue contest (the "BBQ Uses"), and which may include a Festival Grounds concept (as defined in Section 2.2(c)) and/or other family recreational tourism activities, or sports activities (including, for example, basketball, volleyball or other multi-sport athletic activities and uses) and/or other compatible, related or appurtenant uses (collectively, the "Project"). The Project is more particularly described in Section 2.2 below and will be located on a portion of the real property within the STAR Bond District, which portion is legally described on **Exhibit 3** and generally depicted on **Exhibit 4** attached hereto (the "Site").

F. On ____________, 2025, pursuant to the STAR Bond Act, the UG held a public hearing to consider the Second Amended and Restated Northwest Speedway STAR Bond District STAR Bond Financing Project Plan dated as of _________________, 2025 (the "Project Plan"). The Project Plan repealed and replaced the First Amended Project Plan in its entirety.

G. The parties now desire to amend and restate the Original Agreement and to enter into this Agreement to formalize such amendment and restatement, and the UG and Developer hereby agree that, upon the full execution and as of the Effective Date hereof, the Original Agreement shall be deemed superseded, repealed and replaced, and the parties hereby amend and restate the Original Agreement in its entirety with this Agreement.

H. The UG has the authority to create a community improvement district ("CID") pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the "CID Act"), for the purpose of financing certain economic development related projects. Under the CID Act, the owners of fifty-five percent (55%) of the land (by land area and assessed value) within the boundaries of a proposed CID may petition the UG to request the creation of a CID and to impose an additional CID sales tax on the sale of tangible personal property at retail or the rendering or furnishing of services which are taxable within the boundaries of the CID in order to pay for or reimburse a portion of the "costs" of a CID "project" (as defined in the CID Act). On or about _____________, 2025, in accordance with the CID Act, Developer submitted a proper petition (the "CID Petition") to the UG requesting the formation of a CID for the Site encompassing certain real property generally depicted on **Exhibit 5** and legally described on **Exhibit 6** attached hereto (the "CID"), and requesting the imposition of a 1.0% add-on CID sales tax, within the boundaries of the CID (the "CID Sales Tax") to be used to pay or reimburse CID Eligible Expenses (as defined in Section 4.3) and/or to the extent specifically provided herein, potentially pledged as an additional source of revenues to pay a portion of the STAR Bonds issued as described herein.

I. On __________, 2025, in accordance with the CID Act, the UG approved the creation of the CID through the passage of Ordinance No. O-___-25 (the "CID Ordinance"), which specifies that the CID Sales Tax shall commence on July 1, 2026 or such other date as Developer may request by petition to the UG early enough that it may be heard by the UG's Economic Development and Finance Committee and advanced to full Commission for consideration and provided to the Kansas Department of Revenue on a date that is at least one (1) full calendar quarter prior to such commencement date.

J. In accordance with the STAR Bond Act, the Secretary has conditionally approved an amount sufficient to yield up to One Hundred Fifty-Five Million Dollars ($155,000,000) in net STAR Bond Proceeds for disbursement to Developer to pay and/or reimburse certain Project Costs, which STAR Bonds may be issued in one or more issuances and/or series, all subject to the terms and conditions more specifically set forth herein.

K. The parties agree that the Project is not financially feasible without the public-private partnership as set forth in this Agreement, and therefore the parties wish to enter into this Agreement to formalize their respective rights and obligations in regard to the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements provided for herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the UG and Developer hereby agree as follows:

ARTICLE 1.
DEFINITIONS AND INTERPRETATIONS

1.1 Interpretation. In this Agreement, unless a clear contrary intention appears:

(a) the singular number includes the plural number and vice versa;

(b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(c) reference to any gender includes each other gender;

(d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(e) reference in this Agreement to any article, section, appendix, annex, schedule or exhibit means such article or section thereof or appendix, annex, schedule or exhibit thereto;

(f) each of the items or agreements identified on the attached Index of Exhibits are deemed part of this Agreement to the same extent as if set forth herein;

(g) "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;

(h) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and

(i) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding."

1.2 Accounting Terms. Unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made, in accordance with GAAP.

1.3 Legal Representation of the Parties. This Agreement was negotiated by the parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

1.4 Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed to them in Annex 1 attached hereto and made a part hereof, or as otherwise provided herein.

ARTICLE 2.
APPOINTMENT OF DEVELOPER
GENERAL AGREEMENT – UNDERTAKINGS OF DEVELOPER – DEVELOPMENT PLAN

2.1 Undertaking of Developer. Developer hereby agrees, subject to the terms and conditions hereinafter provided, including, without limitation, those certain conditions set forth in Section 3.1 below, to develop, construct, complete, and operate the Project consisting of the Improvements as described herein. The performance of all activities by Developer shall not be as an agent of the UG in any way, nor create a partnership or joint venture with the UG.

2.2 The Project and Development Plan. The UG and Developer hereby agree that the "Development Plan" for the Project shall mean the final development plan approved by the UG on March 13, 2023 (PR2023-009) as supplemented by such drawings and other Plans and Specifications for the Project submitted by Developer for permitting purposes. The Development Plan is consistent with the Project as described below in this Section 2.2, which is consistent with the District Plan, and, for purposes of an illustrative example only, is generally depicted on the site plan attached as **Exhibit 7** hereto and made a part hereof. Subject to the terms and conditions of this Agreement (including, without limitation, Section 3.1(a) below), Developer covenants and agrees that all buildings, parking structures, and other improvements constituting the Project shall be developed, constructed, completed, and operated on the Site in substantial accordance and compliance with the terms and conditions of this Section 2.2 and the Development Plan, as it may be amended by Developer from time to time in accordance with Section 2.2(j) below. Notwithstanding anything herein which is seemingly to the contrary, the parties hereby understand and agree that any changes or modifications to the Development Plan which are approved by the UG's Planning Commission and/or full Commission shall not modify the definition of "Project" as defined herein or Developer's obligations hereunder to build the Project as described below without a conforming amendment to this Agreement. On and subject to the terms and provisions set forth in this Agreement (including, without limitation, the conditions set forth in Section 3.1(a) below), Developer shall have the sole right to, and shall be responsible for, design, construction, equipment, and completion of the Project, and shall operate and use (or cause to be operated and used) the Project in the manner described herein, all in substantial accordance with the terms of this Section 2.2 and all other Applicable Laws and Requirements. Subject to the terms and conditions of this Agreement, the parties further agree that the Project shall include the following components and shall be described and defined as follows:

(a) The "Core Royal" shall mean the improvements to be developed, designed and constructed on the Site, including without limitation, the following improvements (the "Core Royal Improvements"):

(i) A first class indoor main show arena with approximately 125,000 square feet and approximately 5,000 permanent seats and the capability for another approximately 3,000 temporary seats for a variety of events which shall include livestock exhibitions, rodeos, prestigious horse shows, and horse competitions, and which may also be used for additional events, programming, sports (including, for example, basketball, volleyball or other multi-sport athletic activities and uses), and other recreational and entertainment activities;

(ii) A multipurpose indoor arena with approximately 90,000 square feet, and an outdoor arena with approximately 75,000 square feet, each designed for approximately 3,500 seats with the capability for another approximately 3,000 temporary floor seats and which Developer anticipates will be used for similar purposes as the main show arena;

(iii) A first class livestock exhibition hall/barns with approximately 390,000 square feet of Improvements, including the capability to hold approximately 1,500 horse stalls, approximately 3,750 head of cattle, and/or 6x6 pens for approximately 5,000 mixed species of small animals for events which may include a ten (10) day livestock show in October of each year and similar events throughout the balance of the year;

(iv) Approximately 20,000 square feet of administrative office and community/commercial kitchen space, including a headquarters location for corporate offices of the American Royal;

(v) Approximately 70,000 square feet of storage facilities for event support; and

(vi) The Parking Improvements (as defined in subsection (e) below) corresponding to the Improvements described in this subsection (a).

(b) The Agricultural Education Center shall be developed, designed and constructed with approximately 80,000 square feet of Improvements (which may be integrated within the Core Royal Improvements) for a first class agricultural learning and engagement center and museum that features approximately 150,000 square feet of additional outdoor learning space, indoor and outdoor exhibits, which shall be regularly updated in accordance with best industry standards and practices, an interactive museum-based learning environment, and meeting and professional training space (the "Agricultural Education Center Improvements"). The Agricultural Education Center will offer a unique, state-of-the-art, interactive food and agricultural learning experience to instill a higher level of knowledge about, and trust of, modern food processing and agricultural practices while honoring the rich history of food and agriculture in the U.S. and around the world.

(c) Developer also anticipates that the Project may include future development of an approximately 120-acre festival grounds (the "Festival Grounds") on a portion of the Site located west of North 118th Street, which is contemplated to include an event stage and restroom and support facilities as well as areas for vehicle and RV parking, along with associated site work and infrastructure; and the events and programming for the Festival Grounds are as more particularly described on **Exhibit 14** attached hereto. The UG and Developer hereby agree that development of the Festival Grounds shall be: (i) contingent upon obtaining adequate financing and other feasibility measures, as determined by Developer in Developer's sole discretion; (ii) contingent upon the UG and Developer entering into a mutually agreeable non-compete agreement for events hosted at the facility currently named Azura Amphitheater, and (iii) any such future development of the Festival Grounds undertaken by Developer shall be in accordance with Section 2.2(i) below, and upon the approval of a final development plan for the Festival Grounds, and Developer's receipt of all necessary permits and approvals as may be required to develop the Festival Grounds in accordance with such final development plan, the Development Plan and Plans and Specifications, as those terms are used in this Agreement, shall be deemed to include the final development and such plans and specifications submitted by Developer for permitting purposes in connection therewith, respectively.

(d) Developer also anticipates that the Project may include substantial supportive development by others in the future (the "Additional Development"), including development that is complementary and consistent with the Improvements described above, such as the contemplated future construction of an agricultural innovation campus, along with various retail and restaurant, office, and/or other commercial uses on neighboring properties within the STAR Bond District owned by other third parties (the "Excess Land"). The UG and Developer agree that the potential Additional Development described in this subsection (d) is not required to be delivered pursuant to this Agreement, and Developer shall not be deemed to be in default if such contemplated development on the Excess Land ultimately does not occur.

(e) The Project shall be deemed to include surface parking Improvements located on the Site, and potentially outside of the Site, to provide parking necessary and in compliance with the Development Plan approvals and other Applicable Laws and Requirements (the "Parking Improvements").

(f) Developer recognizes, stipulates and agrees that its exterior signage for the Site shall be subject to all Applicable Laws and Requirements, including any lighting and signage guidelines of the UG and any special use permit(s) granted by the UG's Board of Commissioners.

(i) The UG hereby agrees that it will, to the extent possible, expedite the consideration of Developer's proposed on-Site and off-Site signage and cooperate with Developer to reasonably accommodate Developer's signage requirements for the Site.

(ii) Subject to Applicable Laws and Requirements as set forth above, Developer shall have the right to: (x) sell, install and maintain in and on the interior (which interior signs will not require additional sign permit approvals) of the Core Royal and the Agricultural Education Center advertising panels, banners, flags, signs (including electronic signs) and other advertising; and (y) create, erect and maintain additional informational and directional signs of a non-advertising nature (collectively, the "Signs"); provided, however, that the Signs shall not advertise or include any illegal, immoral or overtly religious items or themes, or any references to sex or the sex industry (e.g., pornographic materials or media or condoms or other contraceptives), and the Signs may not advertise tobacco products or personal feminine hygiene products of any kind (e.g., sanitary napkins or tampons).

(g) Developer's landscaping on the Site shall be installed and maintained in accordance with the Development Plan and all Applicable Laws and Requirements.

(h) Developer's design, development and construction of the Project hereunder shall in all respects comply with the Plans and Specifications (as defined in Section 6.2).

(i) In addition, the Construction Documents and any other contracts for the design, development, acquisition, construction and completion of the Improvements, as well as all other contracts or agreements respecting the Project, shall comply and conform with the Transaction Documents (as defined in Annex 1) and all Applicable Laws and Requirements.

(j) The Development Plan, as described in this Section 2.2 and generally depicted on the site plan attached hereto as **Exhibit 7**, shall not be amended or modified by Developer without the prior written consent of the UG, in the UG's sole discretion, if such amendment or modification constitutes a Material Change that would result in a different development concept from the Project as described herein; provided, that the foregoing shall not be deemed to prohibit any amendments, modifications or other changes to the Development Plan that are consistent with the Development Plan and the Project as described in this Agreement, or which are minor in nature (i.e. which are not "significant changes" as described in Section 27-211 of the UG's Zoning Code), and in either case made in accordance with applicable provisions of the UG' Zoning Code including any such submissions, reviews and approvals as may be required thereunder pursuant to the UG's normal planning and zoning and/or permitting process, as applicable.

2.3 General Agreements. Subject to the terms and conditions of this Agreement, including (without limitation) the conditions set forth in Section 3.1(a) below, Developer agrees to promptly and completely perform each and all of its duties and obligations under this Agreement and the other Transaction Documents. The UG agrees to promptly and completely perform each and all of its duties and obligations under this Agreement and the other Transaction Documents.

ARTICLE 3.
CONDITIONS

3.1 Conditions.

(a) Conditions. Neither party shall be obligated to proceed to a Bond Closing for a particular issuance or series of STAR Bonds contemplated hereunder unless and until each of the following conditions and requirements has been satisfied in full with respect to such issuance or series:

(i) Financing Plan. For each Bond Closing, Developer shall provide the UG with a plan for financing of the Project (each, a "Financing Plan"), which Financing Plan shall include – among other things – Developer's evidence of private debt, equity, donations or other private financing procured to date and a guarantee or other evidence of access to additional private capital or financing to meet the Private Contribution requirements for the applicable public/private ratio(s) as set forth in Section 4.6 below. Each Financing Plan shall also demonstrate a complete capital stack, which when combined with the STAR Bond Proceeds (and any CID Proceeds and other public funds), enough financing will be provided to complete a continuous program of construction for the portion of the Project that is subject to the Bond Closing, which combined with immediately available private debt, equity, donations or other private financing equals or exceeds the Private Contribution requirements for the public/private ratio (as set forth in Section 4.6) for any particular issuance or series of STAR Bonds to be issued in the relevant Bond Closing for a particular issuance and/or series of STAR Bonds. In addition, with each Certificate of Expenditure submitted by Developer requesting the disbursement of CID Proceeds or STAR Bond Proceeds to pay for and/or reimburse Project Costs, Developer shall provide evidence of private funds previously spent and/or immediately available to meet the applicable public/private ratio for the amount of STAR Bond Proceeds requested for disbursement pursuant to the Certificate of Expenditure, in form and substance verifiable and approved by the UG's County Administrator in his reasonable discretion, in the form of (a) supporting documentation evidencing amounts of private funds previously spent on Project Costs; (b) cash funds held in a bank account; and/or (b) private equity, received charitable contributions (not pledges), grants and/or a closed loan from a financial institution that is ready, willing and able to provide construction draws for the Project, subject only to normal and customary draw conditions that are reasonably approved by the UG. The Financing Plan, as described herein shall be approved by the UG's County Administrator in his sole discretion; and any changes to the Financing Plan must be approved by the UG in writing. The UG County Administrator's written approval of the Financing Plan (and any applicable changes thereto), shall be a condition precedent to the printing or distribution of any type offering statement or placement memorandum for such particular issuance and/or series of STAR Bonds. Without limiting the generality of the foregoing, the Parties hereby specifically agree that the Private Contribution requirements for the public/private ratio with respect to the First Issuance (as defined in Section 4.2(b) below) shall be measured against the Project Costs for the Core Royal and the Agricultural Education Center Improvements (but not the Festival Grounds or Additional Development), along with the Parking Improvements, infrastructure and other Improvements necessary to support the Core Royal and the Agricultural Education Center Improvements.

(ii) STAR Bond Approval. In accordance with the STAR Bond Act, the STAR Bonds described herein must be authorized and approved by the applicable Government Authorities, including the Secretary of Commerce ("Secretary") for the State of Kansas (the "State"), which shall have approved the Total Project Budget (attached hereto as **Exhibit 8**), including the line items set forth therein and any other items required to be approved by the Secretary pursuant to the STAR Bond Act. Further, with respect to the First Issuance, Developer must be satisfied that the amount of STAR Bonds issued at such Bond Closing will be in an amount sufficient to render at least $155,000,000 in net STAR Bond Proceeds for deposit into the STAR Bond Project Fund and disbursement to Developer to pay for and/or reimburse STAR Bond Costs, or such lesser amount of net STAR Bond Proceeds as Developer may decide is acceptable to Developer in its sole discretion.

(iii) Bond Counsel Opinions. The UG's bond counsel shall have issued a legal opinion in connection with the issuance, sale and delivery of the STAR Bonds contemplated herein.

(iv) CID Approval. The governing body of the UG shall have approved the CID by approval of the CID Ordinance described in Recital I above, or Developer shall have waived this requirement.

(v) Planning and Zoning. Developer, in its sole discretion, shall have satisfied itself as to the legal description of the Site and all planning and zoning aspects thereof and all costs of constructing the Core Royal Improvements and the Agricultural Education Center Improvements contemplated herein after accounting for the UG's planning and zoning requirements. Developer's satisfaction shall be based upon the approvals (if applicable), responses, and interpretations of the various codes and requirements of the various UG departments after such departments review the Plans and Specifications for the Core Royal and Agricultural Education Center submitted to such departments by Developer.

(vi) Industrial Revenue Bonds. The IRBs (as hereinafter defined) for the Core Royal and Agricultural Education Center and the related Improvements for that portion of the Project shall have been issued as set forth in Section 4.9 below.

(vii) Property Tax Exemption. Developer shall have satisfied itself that the Site will be exempted from real property taxation either through ownership and/or leasehold interest by Developer as a not-for-profit entity or transfer to an Affiliate that is also a not-for-profit entity, as set forth in Section 7.6 below.

(viii) GMP Contracts. Developer shall obtain, and allow confidential review by the UG of, one or more guaranteed maximum price design-build construction contracts (each, a "GMP") for the Improvements with contractor(s) with sufficient financial strength, reputation and experience to complete such work in accordance with the agreed-upon construction and completion schedule set forth herein, as reasonably determined by the UG; provided however, that no STAR Bond Proceeds of the First Issuance shall be used to pay for Festival Grounds costs until Developer shall obtain, and allow confidential review and reasonable approval by the UG, a GMP for such Improvements constituting the Festival Grounds with a contractor with sufficient financial strength, reputation and experience to complete such work in accordance with the agreed-upon construction and completion schedule set forth herein.

(b) Approval of the UG. Where approval of the UG is required for the various conditions set forth above in Section 3.1(a), such approval shall be granted or withheld by the County Administrator.

3.2 Termination. In the event that a Bond Closing for the First Issuance, as described herein, has not occurred within one hundred eighty (180) days following the Effective Date of this Agreement (the "Due Diligence Period"), then either party shall have the right, exercisable by written notice to the UG or Developer, as applicable, on or before the date which is thirty (30) days following the expiration of the Due Diligence Period, to terminate this Agreement. Upon termination of this Agreement pursuant to this Section 3.2, this Agreement shall terminate, and, except for those provisions that are specifically set forth herein to survive termination of this Agreement, the parties hereto shall have no further duty or obligation hereunder. Without limiting the generality of the foregoing, Developer shall be solely liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby, and except for the fees and expenses of the UG to be paid for by Developer pursuant to that certain Funding Agreement dated as of February 28, 2017, as amended by that certain First Amendment to Funding Agreement dated as of October 10, 2018, as may be further amended from time to time (collectively, as amended, the "Funding Agreement"), and incurred by the UG as of the date of Developer's termination of this Agreement, the UG shall be solely liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby.

3.3 Waiver of Conditions. If any of the conditions set forth in Section 3.1(a) are not satisfied with respect to an issuance and/or series of STAR Bonds and the UG and Developer nonetheless proceed with a Bond Closing for such issuance or series as set forth in Section 5.1, both the UG and Developer shall be deemed to be satisfied as to the conditions in Section 3.1(a), and shall be deemed to have waived the same, with respect to such issuance or series for which the Bond Closing has occurred.

ARTICLE 4.
FINANCING — SOURCE OF FUNDS

4.1 Source of Funds. The Project will be funded in part by public incentives, including the STAR Bonds and Pay-As-You-Go CID Financing, as well as the Private Contribution (as defined in Section 4.10 below) and/or other private and public financing sources. Reference is hereby made to the Total Project Costs and the Total Project Budget attached hereto as **Exhibit 8**, and by this reference made a part hereof. The Total Project Costs shall be paid in accordance with the procedures and requirements set forth herein, subject to the terms and conditions hereof.

4.2 STAR Bonds. The parties hereby agree as follows:

(a) Amount of STAR Bonds. The STAR Bonds may be issued in multiple, phased issuances or series with a pledge of Incremental Tax Revenues from the STAR Bond District, which STAR Bonds may eventually be sold and delivered in an amount which results in a maximum principal amount sufficient to yield up to One Hundred Fifty-Five Million Dollars ($155,000,000) of net proceeds, exclusive of financing costs, issuance-related fees, and applicable reserves ("STAR Bond Proceeds"). For all purposes hereunder, One Hundred Fifty-Five Million Dollars ($155,000,000) of net STAR Bond Proceeds shall be deemed to be the "STAR Bond Cap". Any and all such STAR Bond Proceeds shall be disbursed to Developer pursuant to the terms of this Agreement (including, without limitation, Section 4.7 below) to pay for and/or reimburse STAR Bond Costs in accordance with the terms and subject to the conditions in this Agreement.

(b) First Issuance. It is contemplated that the first issuance of STAR Bonds (the "First Issuance") will be a private placement of STAR Bonds sold to Qualified Third Parties who are donors, investors, foundations, supporters and friends of the Developer, or other third-party capital sources, whether provided by or through the Developer, a placement agent or otherwise (the "First Issuance Buyer"). The net proceeds of the First Issuance may be up to an amount equal to the STAR Bond Cap, which STAR Bond Proceeds shall be deposited into the STAR Bond Project Fund (and available to be disbursed to Developer to pay for and/or reimburse STAR Bond Costs in accordance with the terms and subject to the conditions in this Agreement). The net STAR Bond Proceeds from the First Issuance and any subsequent series of STAR Bonds shall be disbursed to Developer pursuant to the terms and conditions of this Agreement (including, without limitation, Section 4.7 below) to pay and/or reimburse STAR Bond Costs in accordance with the terms and conditions of this Agreement. The Parties hereby understand and agree that, if the First Issuance is a private placement purchased by no more than one (1) First Issuance Buyer, then the STAR Bond Proceeds may be funded through a "draw-down" bond structure in which all of the First Issuance is not fully funded at the Bond Closing. More specifically, the Parties hereby agree as follows:

(i) An amount which is no less than $50,000,000 (or such other amount as the parties may agree in the Bond Documents) of net STAR Bond Proceeds will be fully-funded by the First Issuance Buyer and deposited into the STAR Bond Project Fund at the Bond Closing of the First Issuance.

(ii) The subsequent funding and delivery of the remaining "draw-down" STAR Bond Proceeds, if applicable, will be funded by the First Issuance Buyer as and when needed by Developer, all subject to the terms and conditions of the Bond Documents. Developer will, at Bond Closing, provide to the UG a schedule of anticipated funding of any draw-down portion of the First Issuance. Developer will be solely and exclusively responsible for causing the First Issuance Buyer to fund any remaining draw-down portion of the First Issuance, if applicable, as and when necessary to maintain a continuous program of construction for the Core Royal, the

Agricultural Education Center and the Improvements related thereto. The UG shall not have any responsibility or liability for a failure of any First Issuance Buyer(s) to fund the First Issuance as and when necessary to maintain a continuous program of construction as set forth herein.

(iii) Notwithstanding the foregoing, the disbursement of the STAR Bond Proceeds from the First Issuance, whether fully-funded at Bond Closing or subsequently funded on a draw-down basis, shall be subject to the conditions to disbursement set forth in Section 4.6 and the cost certification process set forth in Section 4.7.

(iv) The First Issuance is intended to be pre-paid, refunded and/or refinanced within the first five (5) years after the Bond Closing of the First Issuance to the extent that the First Issuance is a private placement and the Project (other than the Festival Grounds) has been completed and opened and a sufficient revenue history has been established with respect to the Project and/or the STAR Bond District; however, if the First Issuance of STAR Bonds is not refinanced on or before the 5th anniversary of the Bond Closing for the First Issuance (or such other date as the parties may agree in the Bond Documents) notwithstanding that the Project has been completed and opened and a sufficient revenue history has been established with respect to the Project and/or STAR Bond District, then the interest rate on the privately-placed First Issuance STAR Bonds shall be increased to the lesser of (x) a 'default rate' to be mutually agreed upon and set forth in the Bond Documents, or (y) the maximum interest rate allowed by Applicable Law and Requirements (including the limitations set forth in K.S.A. 10-1009).

(v) Notwithstanding the foregoing or anything in this Agreement seemingly to the contrary, if acceptable to the UG in its sole discretion and approved by the Secretary, as provided in Section 4.2(n) below, the First Issuance of STAR Bonds may also be structured as a limited public offering sold (a) to one or more Qualified Third Parties, whether provided by or through the Developer, a placement agent, or otherwise or (b) to an underwriter for resale to one or more Qualified Third Parties.

(c) Refinancing Issuance; Other Subsequent Issuance(s). Following completion and opening of the Project (other than the Festival Grounds) and once sufficient revenue history has been established by the Project, along with any Additional Development, the Parties anticipate a refinancing of the First Issuance (to the extent it is a private placement) with a public sale of STAR Bonds (the "Refinancing Issuance"), which Refinancing Issuance is anticipated to refinance the First Issuance and, if economically viable, yield additional STAR Bond Proceeds up to $155,000,000 when combined with the STAR Bond Proceeds yielded by the First Issuance. Notwithstanding that the First Issuance may be less than $155,000,000 of net STAR Bond Proceeds, nothing herein is intended to limit the subsequent Refinancing Issuance (or any other subsequent STAR Bond issuance) to an amount less than $155,000,000 of net STAR Bond Proceeds. In the event that the Refinancing Issuance (or any other subsequent STAR Bond issuance), when combined with the First Issuance, yields less than $155,000,000 of net STAR Bond Proceeds, the parties acknowledge and agree that Developer may continue to pursue subsequent STAR Bond issuances with available revenues from the STAR Bond District until such time as the total aggregate of net STAR Bond Proceeds deposited in the STAR Bond Project Fund disbursed to Developer (or remaining in the STAR Bond Project Fund and available for disbursement) is $155,000,000. In the event that the Refinancing Issuance (or any other subsequent STAR Bond issuance) can be structured in a manner that does not require a continued pledge of the Incremental Tax Revenues from Plaza at the Speedway to achieve total net STAR Bond Proceeds deposited in the STAR Bond Project Fund of $155,000,000, then the Parties agree to work together in good faith to remove the Incremental Tax Revenues generated by the Plaza at the Speedway from such issuances, and in such event no further Annual Payments as described in Section 8.1 hereof will be required to be made by Developer to the American Royal Community Fund after the date that such Incremental Tax Revenues from Plaza at the Speedway are no longer captured by STAR Bonds (provided however that any Annual Payments which became due and owing prior to such date and remain unpaid on such date shall remain due to be paid to the UG by Developer). All net STAR Bond Proceeds from STAR Bonds issued pursuant to this Agreement (whether from the First Issuance, the Refinancing Issuance or any other subsequent STAR Bond issue) shall be held and maintained in a separate fund or account to be established and maintained at or prior to the Bond Closing for such issuance (the "STAR Bond Project Fund"), and shall be disbursed therefrom to Developer pursuant to Section 4.7 to pay and/or reimburse STAR Bond Costs.

(d) Collection of Incremental Tax Revenues.

(i) Generally. The STAR Bonds issued in connection with the Project shall be paid from the following revenues collected within the STAR Bond District, for a period of twenty (20) years commencing on the effective date of the ordinance approving the Project Plan (the "STAR Bond Collection Period"), to the extent that such annual revenues exceed the Base Year Revenues (as defined below) from within the STAR Bond District: (1) incremental State sales and use taxes which are imposed pursuant to K.S.A. 79-3601 *et seq.* and 79-3701 *et seq.* (the "State Collection"); and (2) incremental local sales and use taxes received by the UG, which are imposed pursuant to K.S.A. 12-187 *et seq*., consisting of (a) the current City of Kansas City sales tax, excluding any local sales tax committed to other uses by election of voters (currently 1% as calculated as the total sales tax rate of 1.625% excluding the dedicated amounts of 0.25% emergency medical service and 0.375% for UG public safety and neighborhood infrastructure) and (b) the UG's share of the current County's 1% sales tax (currently 93.4368%) (with such 1.934368% combined rate between the 1% City of Kansas City sales tax described above and the UG's share of the County's 1% sales tax collectively referred to as the "Local Collection"); and (3) subject to the limitations described in subsection (ii) below, 7.84% of the current UG's transient guest tax (i.e., 8% transient guest tax rate net of the State's 2% share) levied within the Site (the "TGT Collection") (the State Collection, the Local Collection, and the TGT Collection are collectively referred to herein as the "Incremental Tax Revenues"). For purposes hereof, the term "Base Year Revenues" means the combined State Collection and Local Collection from the STAR Bond District for the twelve (12) month period preceding December 1, 2016, as determined by the Kansas Department of Revenue under the STAR Bond Act.

(ii) Limitations. Notwithstanding anything set forth herein to the contrary, the TGT Collection portion of the Incremental Tax Revenues shall not include the TGT Collection for the portion of the STAR Bond District that consists of Plaza at the Speedway or any portion of the STAR Bond District which is not owned by the Developer or its Affiliates.

(e) STAR Bond Revenue Fund; Disbursements. The UG shall collaborate with the State and the STAR Bond Trustee to establish and maintain a separate fund and account which will be described and defined in the indenture and other documents related to a particular issuance and/or series of STAR Bonds (the "Bond Documents" with respect to such issuance and/or series, as applicable), and which, for purposes of this Agreement, shall be referred to as the "STAR Bond Revenue Fund". All Incremental Tax Revenues collected in the STAR Bond District in the manner described above in Section 4.2(d)(i), or such portion (or portions) thereof which are pledged from the STAR Bond District to a particular issuance and/or series of STAR Bonds shall be deposited into the STAR Bond Revenue Fund established and maintained for the particular issuance and/or series, as described in the Bond Documents. Following the Bond Closing, disbursements from the STAR Bond Revenue Fund shall be as set forth in this Agreement, and subject to the terms and conditions set forth in the Bond Documents relating to the STAR Bonds (or applicable issuance and/or series thereof).

(f) The 50% Limitation. Developer hereby understands and agrees that, in accordance with K.S.A. 12-17,164(b), in no event shall STAR Bond Proceeds (and/or CID Proceeds) be disbursed to Developer in an amount greater than fifty percent (50%) of the total cost of the Project. Developer and the

UG hereby agree that the STAR Bond Proceeds available for disbursement to Developer to pay for STAR Bond Costs and CID Proceeds for disbursement to Developer to pay for CID Eligible Expenses at any given time shall be limited to an amount which is equal to the amount of Total Project Costs which have been paid by Developer for the Project from the Private Contribution, excluding the costs for legal fees, construction period interest and/or the other line items under the "Other Soft Costs" category in the Total Project Budget attached hereto as **Exhibit 8** (collectively, "Other Soft Costs"). In other words, the Total Project Costs are to be paid on a 50/50 basis between Developer's Private Contribution and the available STAR Bond Proceeds and CID Proceeds, and there shall not at any time during the Term be more Total Project Costs paid with STAR Bond Proceeds and/or CID Proceeds than the amount of Total Project Costs paid by Developer's Private Contribution (the "50/50 Limitation"). By way of illustrative example of the 50/50 Limitation, if at a given point in time, Developer has incurred Total Project Costs (including any STAR Bond Costs) to date of $200, then Developer's maximum disbursement from STAR Bond Proceeds and/or CID Proceeds may not exceed $100. However, the parties further understand and agree that if at a given point in time, Developer has incurred $225 of Total Project Costs, of which $125 are STAR Bond Costs and $100 are paid from the Private Contribution, then (i) at that particular time, no more than $100 of STAR Bond Proceeds may be disbursed to Developer to pay for STAR Bond Costs, but (ii) if Developer later incurs an additional $25 of Total Project Costs which are paid with the Private Contribution, then $25 of additional STAR Bond Proceeds may be disbursed to Developer to pay for the remaining $25 of STAR Bond Costs. Payment of Total Project Costs from the Private Contribution shall be evidenced to the UG as set forth in Section 4.7. For purposes of the examples provided herein, the same shall be deemed to be equally applicable to CID Proceeds and/or a combination of STAR Bond Proceeds and CID Proceeds. Notwithstanding the exclusion of the costs for the Other Soft Costs from the Private Contribution as set forth above, if and to the extent that the exclusion of such items results in Total Project Costs that do not have at least $155,000,000 of private costs payable/reimbursable with STAR Bond Proceeds (so that the 50/50 Limitation would necessarily result in Developer's receipt of less than One Hundred Fifty-Five Million Dollars ($155,000,000) of net STAR Bond Proceeds), then the UG and Developer will agree upon a proportionate amount of such (otherwise) excluded costs to be included for purposes of the 50/50 analysis contemplated herein.

(g) Shortfalls. Provided that a Bond Closing occurs for the First Issuance as described herein and in such amounts and upon such terms as set forth in this Agreement, Developer hereby understands and agrees that it shall be irrevocably committed to constructing, completing and opening all of the Core Royal and Agricultural Education Center (along with the Parking Improvements, infrastructure Improvements and other improvements related thereto as described in this Agreement) and all other costs of the Developer in delivering the same and performing under this Agreement shall be the sole responsibility of the Developer and such costs will be funded as and when needed by the Developer. For any other Bond Closing that occurs subsequent to the First Issuance, including the Refinancing Issuance, Developer hereby understands and agrees that it shall be irrevocably committed to constructing, completing and opening (or causing the same for) all of the Improvements that are the subject of such issuance and to which STAR Bond Proceeds are to be paid and/or reimbursed as described in this Agreement; all other costs of the Developer in delivering the same and performing under this Agreement shall be the sole responsibility of the Developer and such costs will be funded as and when needed by the Developer. In the event that Pay-As-You-Go CID Financing defined below in Section 4.3(c) and the net STAR Bond Proceeds are in any way insufficient in any respect to pay all CID Costs and STAR Bond Costs, and to complete any of the Improvements included therein, lien free, then Developer agrees that it will, from time to time as necessary, pay (or cause to be paid) any and all costs of said Improvements, free of mechanics' liens.

(h) Excess STAR Bond Proceeds. In the event that the STAR Bond Proceeds allocated by the Total Project Budget for payment of the Developer's STAR Bond Costs exceed (a) the legally eligible STAR Bond Costs, or (b) are equal to or greater than fifty percent (50%) of the Private Contribution, and/or the public/private ratio as described in Section 4.6 below, and the Improvements included therein have been certified as fully completed and paid for, free of mechanics liens, such excess shall be held and applied pursuant to the STAR Bond Indenture for such STAR Bonds.

(i) Costs Required to be STAR Bond Eligible. Notwithstanding anything in this Agreement to the contrary, in all events when this Agreement shall provide for the payment or reimbursement of any cost with STAR Bond Proceeds, such payment or reimbursement shall be conditioned upon such costs being (i) STAR Bond Costs, and (ii) legally permissible pursuant to the terms and conditions of the STAR Bond Act.

(j) Statutory STAR Bond Requirements. Developer and the UG agree that they will comply with all reasonable requirements including any statutory requirements, associated with the issuance, sale, purchase and delivery of the STAR Bonds and shall cooperate with one another to fully effectuate the terms, distributions, and payments as detailed herein and in the Financing Plan, incorporating the Total Project Budget. Developer further understands and agrees that there is a statutory cap on STAR Bond interest rates as set forth in K.S.A. 10-1009, which shall apply to the STAR Bonds described by this Agreement and the Indenture.

(k) Costs of Issuance. The parties agree that the principal amount of the STAR Bonds actually issued may be more than the amounts stated in the Total Project Budget to cover other costs and expenses related to the issuance of the STAR Bonds, including but not limited to costs of issuance and capitalized interest, and that, subject to Applicable Laws and Requirements and this Agreement, STAR Bonds will be issued in an amount to render up to One Hundred Fifty-Five Million Dollars ($155,000,000) in net STAR Bond Proceeds for deposit into the STAR Bond Project Fund to pay for STAR Bond Costs incurred by Developer in connection with the Project, or such lesser amount as may be approved by Developer in its sole discretion.

(l) Prepayment of the STAR Bonds. The STAR Bonds may be prepaid pursuant to prepayment provisions to be established in the Bond Documents and which are satisfactory to the UG in its sole discretion.

(m) STAR Bond Payment Applications. Notwithstanding anything herein to the contrary, the signature of both the Developer and the UG shall be required on all pay applications submitted by the Developer to the STAR Bond Trustee for any payment from the STAR Bond Proceeds. All disbursements of the STAR Bond Proceeds shall be pursuant to the Transaction Documents.

(n) Issuance of Obligations. The terms and conditions of this Section 4.2(n) (including the conditions set forth in subsection (iv) below) shall govern and control the issuance of the STAR Bonds.

(i) Terms and Interest Rate. The UG hereby agrees to consult with the Developer regarding the amount of STAR Bonds to be issued, and the terms and interest rate or rates determined by market conditions at the time of issuance, particularly if the marketing conditions are projected to render an amount less than (A) the STAR Bond Cap, and/or (B) an amount equal to the difference between the net proceeds from the First Issuance and One Hundred Fifty-Five Million Dollars ($155,000,000) in net STAR Bond Proceeds for the Refinancing Issuance or any other series issued subsequent to the First Issuance. Ultimately, however, any such STAR Bonds shall be issued in an amount, on terms and at an interest rate or rates determined by market conditions at the time of issuance and under terms and conditions deemed acceptable by the UG in its sole discretion, and approved by the Secretary; provided, however, that, with respect to the First Issuance (and only with respect to the First Issuance) notwithstanding the foregoing or anything in this Agreement to the contrary, if the Developer is not satisfied in all respects as to the amount of

STAR Bonds to be issued, and the terms and interest rate or rates of the STAR Bonds to be issued, then Developer may, prior to the Bond Closing for the First Issuance, terminate this Agreement upon written notice to the UG. Upon the Developer's termination of this Agreement pursuant to this Section 4.2(n)(i), this Agreement shall terminate, and, except for those provisions that are specifically set forth herein to survive termination of this Agreement, the parties hereto shall have no further duty or obligation hereunder. For avoidance of any doubt, the Parties agree that any Pay-as-You-Go CID Financing shall also terminate and be of no further force and effect if Developer terminates the Agreement as described herein.

(ii) Underwriters. The underwriter(s) for any public offering of STAR Bonds or other obligations shall be selected by the UG. The UG shall solicit input from Developer as it relates to all components of the issuance of STAR Bonds in an effort to maximize the size of the issuance(s) and/or series, but the UG shall have the right, power and authority, to determine the amount (subject to the terms and conditions of this Agreement relating to net STAR Bond Proceeds), terms, interest rate or rates and other terms and conditions of the STAR Bonds, subject to the approval of the Secretary and Section 4.2(n)(i) above.

(iii) No Guaranty or Credit Enhancement. The UG shall not be required, in any way, to guaranty or lend its credit to secure the STAR Bonds.

(iv) Conditions for Issuance. Issuance of any STAR Bonds shall be conditioned upon Developer complying with the terms of this Agreement and each of the following conditions:

(1) For the Refinancing Issuance or any series issued after the First Issuance, Developer shall provide such documentation to the UG as is required by the underwriter to demonstrate that the Incremental Tax Revenues to be pledged to such STAR Bonds are sufficient to pay debt service on such STAR Bonds amortized through the Term of this Agreement with a coverage factor that the underwriter determines is necessary and that is agreed to by Developer and the UG.

(2) The terms of such STAR Bonds, including but not limited to limitations on sales and transfers to Qualified Third Parties, shall be acceptable to the UG in its sole discretion.

(3) For the Refinancing Issuance or any series issued after the First Issuance, the underwriter shall hold such STAR Bonds in its own account or be responsible for marketing and selling such STAR Bonds, and the UG shall be under no obligation to issue STAR Bonds if such STAR Bonds are not marketable after reasonable effort by the underwriter.

(4) The Kansas Attorney General shall approve the transcript of proceedings relating to such STAR Bonds as required by Applicable Laws and Requirements.

(5) Bond counsel selected by the UG shall provide to the UG an opinion to the effect that such STAR Bonds have been validly issued under Kansas law and, if applicable, the interest on such STAR Bonds is exempt from Kansas and federal income taxation, subject to the standard exceptions.

(v) Bond Requirements. Developer and the UG agree that they will comply with all reasonable requirements, including any statutory requirements, associated with the issuance, sale, purchase and delivery of any STAR Bonds. Without limiting the generality of the foregoing, the parties hereby recognize and agree that K.S.A. 12-17,176 of the STAR Bond Act requires an annual audit by a certified public accountant of the use of the STAR Bond Proceeds by the UG. Developer hereby agrees that it shall cooperate with any such annual audit (and with one (1) comprehensive audit following completion of construction of the Project if and to the extent required by the UG) and Developer shall reimburse the UG for all of the costs and expenses associated with such audits.

(vi) Discretion of the UG's Board of Commissioners. Developer understands and agrees that the UG cannot bind governing bodies of the UG regarding the authorization, issuance, sale or delivery of STAR Bonds and that nothing contained herein or in the Financing Plan shall in any way bind the UG's Board of Commissioners to accept or reject any proposal to authorize, issue, sell, deliver, or refinance the STAR Bonds or other obligations of the UG, which decision shall unconditionally remain with such Board of Commissioners in accordance with Applicable Laws and Requirements. Among other things, Developer hereby understands and agrees that the UG shall have the right to approve the interest rate and the other terms of the STAR Bonds.

(vii) Placement of STAR Bonds. The parties agree that, subject to the approval of the UG, the STAR Bonds may be publicly or privately placed and sold only to (i) "qualified institutional buyers," or (ii) "accredited investors" as such terms are defined by the Securities Exchange Commission ("Qualified Third Parties") who execute and deliver investor letters in the form required by the STAR Bond Indenture.

4.3 CID. It is contemplated by the parties that the Project may be funded in part by CID Sales Tax Proceeds. Developer has identified certain Project Costs which may be reimbursed with CID Sales Tax Proceeds if and to the extent that such Project Costs are agreed-upon by the parties and identified on **Exhibit 8** attached hereto (the "CID Eligible Expenses") and eligible for payment or reimbursement pursuant to the CID Act. In connection with the CID Sales Tax, the Parties hereby agree as follows:

(a) CID Sales Tax. The UG hereby agrees that the CID Eligible Expenses may be financed and reimbursed with Pay-As-You-Go CID Financing (defined below in Section 4.3(c)) from the imposition of the CID Sales Tax in the amount of one percent (1%) on the sale of tangible personal property at retail or rendering or furnishing of services which are taxable pursuant to the Kansas Retailers' Sales Tax Act (K.S.A. 79-3601 *et seq.*) from only those revenues received from real property owned by Developer (or its Affiliates) within the CID. Developer agrees to provide to the DOR a list of tenants within the CID within the timeframes required by the DOR, so that the DOR can notify tenants within the CID of their requirement to collect a CID Sales Tax. At the time the list of tenants is provided to the DOR, Developer shall also provide a copy to the UG.

(b) CID Sales Tax Fund. During the Term, subject to Section 4.3(e) below, all CID Sales Tax Proceeds generated within the CID and received by the UG from the DOR shall be deposited into the CID Sales Tax Fund, which shall be established and administered by the UG in compliance with the laws of the State and this Agreement.

(c) Pay-As-You-Go CID Financing. The Parties hereby agree that the proceeds from the CID Sales Tax shall be disbursed by the UG to Developer quarterly from the CID Sales Tax Fund on a pay-as-you-go basis ("Pay-As-You-Go CID Financing") to reimburse Developer for the CID Eligible Expenses, if and to the extent that: (1) there are CID Sales Tax Proceeds in the CID Sales Tax Fund, (2) Developer has fully satisfied all of the conditions as set forth in Section 4.4 below, (3) the CID Sales Tax Proceeds have not been pledged to the STAR Bonds (as described below), and (4) the Term has not yet expired. The Parties further agree as follows:

(i) The CID Sales Tax available to Developer for reimbursement of CID Eligible Expenses identified on **Exhibit 8** shall be limited as follows: the amount of CID Eligible Expenses reimbursed to Developer from the CID Sales Tax through Pay-As-You-Go CID Financing shall, when added to the net STAR Bond Proceeds, in no event exceed an amount equal to the difference between the net STAR Bond Proceeds from all STAR Bonds issued for the Project and One Hundred Eighty Five Million Dollars ($185,000,000) (the "CID Cap"). The CID Cap shall also be reduced (if and only to the extent necessary) to comply with the 50/50 Limitation described in Section 4.2(f) above. The CID Cap shall, for all purposes set forth herein, operate as a cap on the use of CID Sales Tax for reimbursement of the CID Eligible Expenses for the initial construction of the Project as described on **Exhibit 8**, including without limitation, any construction period interest and financing costs – which amounts, if any, shall effectively reduce the CID Cap.

(ii) The CID Sales Tax shall be collected within the CID for a period that commences on the date that the CID Sales Tax is first imposed within the CID up to and concluding upon that date which is twenty-two (22) years from the date that the CID Sales Tax is first imposed (the "CID Collection Period"). At the end of the CID Collection Period, the parties understand and agree that the CID shall thereafter terminate, the CID Sales Tax shall terminate and no longer be levied or collected within the CID, and the UG shall promptly take any action required to so terminate the CID and the CID Sales Tax.

(iii) Developer shall not receive any reimbursements from Pay-As-You-Go CID Financing unless and until the conditions precedent set forth in Section 4.4 have been fully satisfied or waived by the UG, upon which satisfaction or waiver Developer shall be reimbursed from Pay-As-You-Go CID Financing as provided in this Agreement.

(d) CID Bonds. Developer hereby understands and agrees that nothing in this Agreement shall in any way obligate the UG to issue CID bonds or other CID obligations to reimburse Developer for the CID Eligible Expenses; provided, however, that: (i) the Developer may request, and the UG will consider, in its sole and absolute discretion, the issuance of special obligation bonds to reimburse the Developer for CID Eligible Expenses for the initial construction of the Project as described on **Exhibit 8** up to an amount equal to the CID Cap; and (ii) in the event that the Refinancing Issuance or any subsequent series of STAR Bonds for the Project is projected to yield less than an aggregate of One Hundred Fifty-Five Million Dollars ($155,000,000) of net STAR Bond Proceeds for the Project when combined with the First Issuance, then the Developer may request, and the UG will consider, in its sole and absolute discretion, prior to the printing or distribution of any type offering statement or placement memorandum for the issuance of such series of STAR Bonds (or any particular issuance and/or series thereof), a pledge of all or a portion of the CID Sales Tax Proceeds as an additional source of revenues to pay the STAR Bonds (or such issuance and/or series thereof). Notwithstanding the foregoing, the Parties hereby agree that in no event shall the amount of CID Sales Tax Proceeds to be pledged to a special obligations CID bond series (as set forth in subsection (i)) or pledged to the STAR Bonds (as set forth in subsection (ii) ever be greater than the amount of Annual Payments which, in accordance with the schedule set forth on Exhibit 15, have yet to be paid by Developer pursuant to Section 8.1(m) hereof. In the event that the UG shall, in its sole discretion, approve a request for a pledge of CID Sales Tax Proceeds to a series of STAR Bonds, the Bond Documents shall govern the collection and disbursement of the CID Sales Tax Proceeds (or such portion thereof) so pledged until the STAR Bonds to which the same have been pledged are fully repaid, and any and all CID Sales Tax Proceeds generated and/or remaining thereafter shall be available to Developer for Pay-As-You-Go CID Financing up to an amount equal to the CID Cap.

(e) Payment of CID Administrative Fee. A portion of CID Sales Tax from the CID shall be used to pay an administrative fee in an amount equal to one percent (1.0%) of the CID Sales Tax Proceeds actually received by the UG from the DOR (the "CID Administrative Fee"), and Developer hereby understands and agrees that such CID Administrative Fee shall be withheld by the UG prior to depositing the balance of the CID Sales Tax Proceeds into the CID Sales Tax Fund. As and when there are sufficient CID Sales Tax revenues from the CID to pay the CID Administrative Fee, such CID Administrative Fee shall have first priority to available CID Sales Tax Proceeds.

4.4 Conditions Precedent to Payment or Reimbursement from STAR Bonds or Pay-As-You-Go CID Financing. Developer hereby understands and agrees that it shall not receive any payments or reimbursements for Project Costs from STAR Bonds or Pay-As-You-Go CID Financing, unless and until the conditions precedent set forth below have been fully satisfied or waived by the UG in its sole discretion:

(a) The Bond Closing for the First Issuance has occurred;

(b) In accordance with Section 4.7 hereof, the UG has approved the Certificate of Expenditure for the Project Costs sought to be paid or reimbursed;

(c) Developer shall be in full compliance with the terms and conditions of this Agreement and shall not be in default hereunder, nor shall there be conditions, actions or omissions of Developer which will, with the passage of time, become occurrences of default hereunder; and

(d) With respect to reimbursements from Pay-As-You-Go CID Financing only (and not for reimbursements or payments from STAR Bonds, including any CID Sales Tax Proceeds pledged to the STAR Bond issuance pursuant to Section 4.3(d) above), the Core Royal Improvements and the Agricultural Education Center shall be Substantially Completed.

(e) Before any payments or reimbursements for Project Costs related to the Festival Grounds may be made from STAR Bonds or Pay-As-You-Go CID Financing, Developer must contractually commit to the UG that it will fully construct, complete and open the Festival Grounds and satisfy all conditions related thereto in Section 2.2(c), including without limitation, Developer and the UG entering into a mutually agreeable non-compete agreement for events hosted at the facility currently named Azura Amphitheater.

4.5 Increase to the STAR Bond Cap. Developer may request an increase to the STAR Bond Cap, if and when it provides a contractual commitment to deliver the Festival Grounds and/or additional retail, entertainment or hotel concepts within the STAR Bond District that are found to be desirable and worthy of increased STAR Bond financing in the respective sole discretion of the UG and the Secretary. Nothing herein shall be deemed to require that the UG or the Secretary increase the STAR Bond Cap; any such increases will be at the respective sole discretion of the UG and the Secretary.

4.6 STAR Bond Disbursement Conditions and Limitations. In addition to the 50/50 Limitation and the conditions precedent described below in Section 4.4 above, for any disbursements from the STAR Bond Proceeds to Developer, the following additional conditions precedent and limitations shall apply:

(a) Public/Private Ratio. Developer shall contribute (or cause to be contributed) at least $209,705,882 of Private Contribution funding into the Project in connection with receiving disbursement of the entire anticipated STAR Bond Proceeds for the Project ($155,000,000), which is a public/private ratio of approximately 42.5% public/57.5% private (excluding the CID and Base Grant and KDOT contributions from the Total Project Costs). However, the parties have agreed that the public/private ratio for disbursements of the first $100,000,000 of STAR Bond Proceeds shall be 50% public/50% private. Thereafter, the parties agree that each disbursement of any STAR Bond Proceeds to Developer requires at least a 42.5/57.5% aggregate public/private ratio of STAR Bonds to Private Contribution (meaning a public contribution of STAR Bond Proceeds equal to or lower than 42.5% in the aggregate), to be measured and met based on the total amount of all Project Costs incurred to the date of the disbursement (excluding those paid or reimbursed with CID, Base Grant, and/or KDOT as set forth in Section 4.10 below). The following illustrative examples are intended to demonstrate the public/private ratio and limitations that would govern the disbursement of STAR Bond Proceeds to Developer.

(i) If and to the extent that the net STAR Bond Proceeds from the First Issuance yields, for example, $90,000,000 of net STAR Bond Proceeds available to Developer, then the Private Contribution (at 50%) required hereunder shall be $90,000,000. In other words, for Developer to receive disbursements of all $90,000,000 of STAR Bond Proceeds from the First Issuance, Developer will be required to demonstrate payment of at least $90,000,000 of Project Costs from the Private Contribution. If and to the extent that Developer cannot demonstrate at least $90,000,000 of Private Contribution invested in the Project as described herein, the parties hereby agree that the STAR Bond Proceeds of the First Issuance which are available to be disbursed to Developer shall be decreased from $90,000,000 to such lesser amount that is necessary to yield a public/private ratio of 50/50%. Using the same example as above, if Developer is only able to demonstrate $80,000,000 in Private Contribution, then the STAR Bond Proceeds available to be disbursed to Developer will be reduced to $80,000,000, until such time Developer demonstrates sufficient additional Private Contribution.

(ii) If and to the extent that the net STAR Bond Proceeds from the First Issuance yields, for example, $130,000,000 of net STAR Bond Proceeds available to Developer, then the Private Contribution (at 57.5% in the aggregate) required hereunder shall be $175,882,353. In other words, for Developer to receive disbursements of all $130,000,000 of STAR Bond Proceeds, Developer will be required to demonstrate payment of at least $175,882,353 of Project Costs from the Private Contribution. If and to the extent that Developer cannot demonstrate at least $175,882,353 of Private Contribution invested in the Project as described herein, the parties hereby agree that the STAR Bond Proceeds of the First Issuance which are available to be disbursed to Developer shall be decreased from $130,000,000 to such lesser amount that is necessary to yield a public/private ratio of 42.5/57.5% (or 50%/50% with respect to disbursements of the first $100,000,000 of STAR Bond Proceeds, as provided above). Using the same example as above in this subparagraph, if Developer is only able to demonstrate $165,000,000 in Private Contribution (at 57.5% in the aggregate), then the STAR Bond Proceeds available to be disbursed to Developer will be reduced to $121,956,522, until such time Developer demonstrates sufficient additional Private Contribution.

(iii) If and to the extent that the net STAR Bond Proceeds from the First Issuance yields, for example, $155,000,000 of net STAR Bond Proceeds available to Developer, then the Private Contribution (at 57.5% in the aggregate) required hereunder shall be $209,705,882. If and to the extent that Developer cannot demonstrate at least $209,705,882 of Private Contribution invested in the Project as described herein, the parties hereby agree that the STAR Bond Proceeds of the First Issuance which are available to be disbursed to Developer shall be decreased from $155,000,000 to such lesser amount that is necessary to yield a public/private ratio of 42.5/57.5%. Using the same example as above in this subparagraph, if Developer is only able to demonstrate $200,000,000 in Private Contribution (at 57.5% in the aggregate), then the STAR Bond Proceeds available to be disbursed to Developer will be reduced to $147,826,087, until such time as Developer demonstrates sufficient additional Private Contribution.

(iv) Notwithstanding anything set forth in subsections (a)(i) through (iii) above (or in the balance of this Agreement) which is seemingly to the contrary, after Bond Closing on the First Issuance, Developer shall be irrevocably obligated to continuously construct, complete and open all of the components of the Core Royal and the Agricultural Education Center; Developer will provide an additional Private Contribution, if necessary, to maintain and finance a continuous program of construction for the same, subject to (but not in any way conditioned upon) Developer's rights to continue to pursue subsequent STAR Bond issuances as described in this Agreement.

(v) Notwithstanding the use of the First Issuance for the purpose of the examples provided in subsections (a)(i) through (ii) above, the public/private ratios for disbursement of STAR Bond Proceeds from all STAR Bond issuances that fund the construction of the Project shall be the same as set forth above.

(b) Escrow Conditions. If and to the extent that any of the STAR Bond Proceeds are escrowed at the Bond Closing for the Festival Grounds or any retailers or other revenue generating concepts that are not yet fully constructed, open and operating, the parties hereby agree that any such escrowed STAR Bond Proceeds may only be disbursed to Developer after the Festival Grounds or subject retailer(s) or revenue generators, as applicable, have completed construction, opened and are operating for business.

4.7 Certificates of Expenditure for Reimbursement from Net STAR Bond Proceeds and CID Sales Tax Proceeds. The parties hereby agree as follows:

(a) Certificate of Expenditure. In order to receive payment or reimbursement for Project Costs from net STAR Bond Proceeds or CID Financing, Developer shall submit a certificate of expenditure in the form attached hereto as **Exhibit 9** (each, a "Certificate of Expenditure") attesting to the expenditure of the Project Costs in accordance with the procedure set forth below. Developer may submit a separate Certificate of Expenditure each month, but no more than one time per month, for each of the STAR Bond Revenue Fund and CID Sales Tax Fund. Additionally, Developer shall require that no transferee, purchaser, or lessee of any portion of the Site otherwise provide Certificate(s) of Expenditure to the UG, except through Developer or except as otherwise approved by the UG and Developer.

(b) Procedures for Certification of Expenditures. The UG or a representative of the UG shall review the Certificate(s) of Expenditure to be made in connection with the Project Costs for approval or denial of the same as follows:

(i) Developer shall submit to the UG a Certificate of Expenditure setting forth the amount for which certification is sought and identification of the relevant Project Costs and the appropriate source of public financing proceeds (STAR Bond Revenue Fund or CID Sales Tax Fund) for payment of such Project Costs. Developer shall certify to the UG that it shall only use the STAR Bond Proceeds and/or the CID Sales Tax Proceeds for the designated Project Costs described in the Certificate of Expenditure and that such proceeds shall not be commingled with other sources or uses.

(ii) The Certificate of Expenditure shall be accompanied by an accounting of the Private Contribution made to date, along with supporting documentation therefor, and the amount of all STAR Bond Proceeds and CID Sales Tax Proceeds received by Developer to date.

(iii) The Certificate of Expenditure shall be accompanied by bills, contracts, invoices, and/or lien waivers and such other evidence as the UG may require to document appropriate payment or pending payment.

(iv) The Certificate of Expenditure shall be accompanied by a report regarding any LBE/MBE/WBE participation associated with the costs requested for payment or reimbursement in the Certificate of Expenditure.

(v) The UG reserves the right to have its engineer or other agents, consultants or employees inspect all the items set forth in subsection (ii) above as reasonably necessary to determine that the expenses therein are valid, eligible and properly incurred and constitute STAR Bond Costs and/or CID Eligible Expenses (as the case may be).

(vi) The UG shall have sixty (60) calendar days after receipt of any Certificate of Expenditure from the Developer (except for a Certificate of Expenditure that includes the last five percent (5%) of the STAR Bond Proceeds, which may take as long as reasonably necessary to verify compliance with LBE/MBE/WBE participation as described in Section 8.2 and **Exhibit 13** hereof) to review and respond by written notice to Developer. If the UG disapproves of the Certificate of Expenditure, the UG shall notify the Developer in writing of the reason for such disapproval within such sixty (60) day period, in which event the Developer shall have the right to revise and re-submit the Certificate of Expenditure to address the UG's reason for disapproval, and the UG will review and approve the revised Certificate of Expenditure within thirty (30) calendar days after receipt of the re-submitted Certificate of Expenditure. Approval of any Certificate of Expenditure will not be unreasonably withheld, conditioned, or delayed.

(c) Third Party Oversight/Management. The parties hereby understand and agree that the process to approve Certificates of Expenditure and properly disburse the STAR Bond Proceeds and CID Sales Tax Proceeds is important to the State, the UG and the Developer for various reasons. Accordingly, the parties hereby understand and agree that the UG may retain outside third party representatives to manage and/or provide oversight to this process, with the prior written approval of Developer, which approval shall not be unreasonably withheld, conditioned or delayed, following Developer's receipt of a cost proposal from such outside third party representatives, and Developer hereby agrees to fully cooperate with any such third party representatives in this process and to pay the UG's costs for retaining such third parties.

4.8 Line Items. The parties hereby agree that any increase in line item amounts in the columns labeled "STAR Bond Costs" or "CID Eligible Expenses" in the Total Project Budget as set forth on **Exhibit 8** may be made by Developer as long as: (a) no increase is made within any of the "Soft Costs" or "Contingency" line items; (b) no other increase represents more than twelve percent (12%) change per line item, and (c) Developer provides the County Administrator's office with prior written notice of such change. No increase will be effective without such notice to the County Administrator's office and a modified Total Project Budget reflecting such change. However, in the event the Developer wants to increase a "Soft Cost" or "Contingency" line item or increase one or more other line items in the Total Project Budget in excess of 12% per line item, then any such modifications may be requested by Developer in writing and approved by the County Administrator's office.

4.9 IRBs. Subject to all Applicable Laws and Requirements and subject further to compliance by Developer with the UG policy for the issuance of industrial revenue bonds ("IRBs"), the parties hereby agree that the Developer may use IRB financing to obtain an exemption on sales taxes for construction materials, equipment and furnishing for the Project. The parties hereby understand and specifically agree that such IRB financing shall not be used for abatement of ad valorem taxes. Further, Developer understands and agrees that any such IRBs for a particular component of the Project shall be redeemed and paid in full within twelve (12) months of the completion of such Project component's construction. Unless otherwise agreed by the parties, no IRBs for the Project pursuant to this Section 4.9 shall be issued more than six (6) years after the Effective Date. Developer shall pay all costs in connection with the issuance of the IRB financing, including without limitation, any origination fees, IRB fees and costs of issuance. With respect to IRB financing for the Core Royal and the Agricultural Education Center, the parties further agree as follows:

(a) The IRBs for the Core Royal and Agricultural Education Center shall be issued on or before the date of the First Issuance.

(b) For the IRBs for the Core Royal and the Agricultural Education Center and the related Improvements for that portion of the Project, Developer has agreed to pay the UG an Origination Fee equal to $5,000,000 (the "Origination Fee"), which shall be counted towards the Private Contribution requirements for all purposes of this Agreement. The UG and Developer have agreed that the Origination Fee must be used by the UG for local economic development activities. The Parties have also agreed that the Origination Fee described herein is (i) not intended to be subject to the UG's community benefit ordinance or other resolutions or ordinances intended to allocate fees and charges to specific purposes, and (ii) is intended to be in addition to, and not in lieu of, the UG's typical application fees, issuance fees, monitoring fees, and/or other additional costs required pursuant to the UG's IRB policy, which fees and charges shall be subject to the community benefit ordinance.

(c) Subject to Applicable Law and Requirements, the UG has established a process to decide how best to use the Origination Fee described herein. Such process is articulated in Section 8.1(n) hereof.

4.10 Private Contribution. Developer shall contribute, or procure through third party partnerships, no less than the amount of private capital necessary (when combined with the STAR Bond Proceeds and CID Financing described herein and other public funds available or previously expended for such purposes) to fully construct and open the Project (the "Private Contribution"). Developer's Private Contribution shall be provided to the Project from one or more of the sources of funds described in this Section, including private capital and such other funding (including such funds as contributed and procured to date and expended, or available to be expended) to construct the Project. In no event shall the Private Contribution, for purposes of defining or evaluating the same under this Agreement, include any funding contributed or procured through other public incentive vehicles, grants or programs, including, but not limited to, the Kansas Building a Stronger Economy (BASE) grant program, the Kansas Department of Transportation (KDOT) Economic Development Program and/or other federal and State funding programs. The parties acknowledge and agree that the Private Contribution may be phased, but such phasing may limit the availability of STAR Bond Proceeds and/or CID Sales Tax Proceeds to Developer from time to time as set forth in Section 4.6 above. In the event that the STAR Bond Proceeds and CID Sales Tax Proceeds contemplated by the Total Project Budget for payment of the Total Project Costs are in any way insufficient in any respect to pay all such Total Project Costs of the Improvements, then Developer agrees that it will, from time to time as necessary, pay any and all of such shortfall necessary to complete the Improvements, lien free.

4.11 Reimbursement Priority. All payments or reimbursements of whatever kind from the UG to the Developer under this Agreement shall be made in the following priority:

(a) First, to the UG, to the extent permitted by Applicable Laws and Requirements, for: (i) any amounts due and owing (including all taxes, fees, or fines), including any interest and penalty thereon, by the Developer to the UG under this Agreement, under any other agreement with the UG, or under any Applicable Laws and Requirements; (ii) all costs incurred (and any interest or penalty thereon) by the UG in entering into, operating under, or enforcing this Agreement, including without limitation the CID Administrative Fee, and all costs of pursuit of Developer; and (iii) indemnification of the UG for any indemnity obligation owed by Developer to the UG, and any interest or penalty thereon; provided, however, with respect to (a)(i) and (a)(ii) above, the UG shall first provide Developer with advance written notice specifying the amount(s) in question, and afford Developer a period of ten (10) days following its receipt of such notice in which to pay such amount(s); and

(b) Second, to the Developer for actual amounts to which the Developer is entitled by the other provisions of this Agreement.

ARTICLE 5.
CLOSING; COMMITMENTS TO CONSTRUCT PORTIONS OF PROJECT

5.1 Bond Closing. The term "Bond Closing" as used in this Agreement shall mean, with respect to a particular series of STAR Bonds, the date on which such series of STAR Bonds is issued, sold, and delivered publicly or privately to pay for and/or reimburse STAR Bond Costs for the Project. Developer shall provide written notice to the UG prior to the proposed Bond Closing date (and each subsequent Bond Closing date, if more than one), and shall use commercially reasonable efforts to do so (a) at least three (3) weeks in advance thereof if the STAR Bond series is a private placement, and (b) at least 45 days in advance if the STAR Bonds are intended to be sold publicly. It is hereby recognized, stipulated and agreed by Developer and the UG that neither party shall have any duty to proceed with the Bond Closing or to do or perform any of the duties or obligations to be performed at the Bond Closing unless and until each and all of the conditions described in Article 3 have either been satisfied or waived in accordance with the applicable provisions of Article 3. Notwithstanding anything herein to the contrary, the Bond Closing for the First Issuance must occur on or before that date which is one hundred eighty days from the Effective Date (the "Drop Dead Date"), or either party shall have the right to terminate this Agreement upon written notice delivered to the other party prior to the occurrence of such Bond Closing.

5.2 Commitments to Complete Portions of the Project. If the Bond Closing for the First Issuance occurs on or before the Drop Dead Date, Developer agrees that it shall have no further right to terminate this Agreement and shall be irrevocably committed to construct, complete and open the Core Royal and the Agricultural Education Center portions of the Project, along with the related infrastructure, Parking Improvements and other Improvements related thereto. The UG and Developer hereby agree that Developer is not obligated to construct, complete and open the Festival Grounds as described in Section 2.2(c) unless and until (a) the STAR Bond Cap is increased related to the Festival Grounds as described in Section 4.5, or (b) Developer, in its discretion, irrevocably commits in writing to construct and complete the Festival Grounds. Once one of the two conditions set forth in subsections (a) or (b) are satisfied, then Developer agrees that it shall be irrevocably committed to construct, complete and open the Festival Grounds as contemplated by this Agreement.

5.3 Deadline for Last STAR Bond Issuance. Developer also understands and agrees that the Bond Closing for the last series of STAR Bonds for the Project must close on or before that date which is seven (7) years after the Effective Date.

ARTICLE 6.
CONSTRUCTION OF IMPROVEMENTS AND INFRASTRUCTURE IMPROVEMENTS

6.1 Architect. Developer shall select such architects, engineers and other design professionals and consultants as are necessary, in Developer's sole discretion, to provide construction documents and construction oversight services for the Core Royal Improvements, Agricultural Education Center Improvements the Festival Grounds, if applicable, and the associated Parking Improvements, along with the associated signage and landscaping (collectively, the "Improvements"). All agreements respecting architectural and engineering services shall be between Developer and such Persons, and a copy of each such agreement shall be timely provided to the UG upon a request for the same.

6.2 Design and Plans and Specifications. Developer shall, prior to printing or distribution of any type offering statement or placement memorandum for the First Issuance, provide the UG with plans and specifications for the Improvements comprising the Core Royal and the Agricultural Education Center (collectively, the "Plans and Specifications"), which Plans and Specifications shall include cost estimates for such Improvements and detailed specifications of materials, all in accordance with and compatible with the Development Plan and in compliance with all Applicable Laws and Requirements. The UG shall have the right, independent of its planning and zoning approval process, to approve the Plans and Specifications. Without the prior written approval of the UG, there shall be no Material Changes to the Plans and Specifications subsequent to the UG's approval as set forth herein.

(a) Pursuant to applicable UG zoning and building regulations, Developer has provided UG with design criteria, which set forth the architectural design of the Improvements and the building materials to be used in the construction thereof, attached hereto as **Exhibit 10** (the "Design Criteria").

(b) Pursuant to applicable UG zoning and building regulations, Developer has provided the UG with a landscape plan that sets forth a detailed plan for landscaping of the Site, which has been approved by the UG in connection with the Development Plan and is attached to this Agreement as **Exhibit 11**, as the same may be modified or amended from time to time in accordance with Applicable Laws and Requirements and Section 2.2(i) of this Agreement (the "Landscape Plan").

6.3 General Contractor and Construction Documents. Developer shall select a design builder and/or one or more general contractors (collectively, the "General Contractor") for the Improvements, in Developer's sole discretion; provided, however, that each such General Contractor must have experience in projects of similar scope and nature in the Kansas City metropolitan area, including experience working with union labor and meeting LBE/MBE/WBE goals. Developer represents that its construction documents relative to the Improvements (the "Construction Documents") will require and provide for: (a) the design, development, construction, equipping and completion of the Improvements in accordance with the Development Plan, the Plans and Specifications and all Applicable Laws and Requirements; (b) a guaranteed maximum price, or other commercially reasonable payment structure acceptable to the UG and Developer; (c) guaranteed Substantial Completion not later than the Completion Date for each respective Improvement as set forth in Section 6.10 (with such penalties for nonperformance as the UG and Developer deem necessary); and (d) surety of performance and labor and material payment bonds except as set forth in Section 6.6 below. Developer shall, as soon as practicable, provide the UG with a copy of the Construction Documents.

6.4 Changes or Amendments. Developer shall promptly deliver to the UG copies of all change orders or other Material Changes to the Construction Documents. Developer agrees with the UG that, subject to the terms and conditions of this Agreement, it will: (a) perform its duties and obligations under the Construction Documents, and (b) enforce the obligations of all other parties thereunder.

6.5 Responsibility for Design and Construction. Developer shall, subject to the terms of this Agreement, the other Transaction Documents, and the Development Plan, have the sole right and the responsibility to design, manage, operate and construct the Project. Developer shall receive no separate fee from the UG, STAR Bond Proceeds, or CID Sales Tax Proceeds for acting as construction manager or developer of the Project. Notwithstanding anything set forth herein to the contrary, the Plans and Specifications shall be sealed by the principal architect and shall require that the principal architect render a certificate upon the completion of the work required thereby that said work has been completed in accordance with all Applicable Laws and Requirements.

6.6 Payment and Performance Bonds. Except as otherwise provided below, General Contractor shall be required under the Construction Documents to furnish and maintain in full force and effect performance and labor and material payment bonds in the full amount of the project cost, as set forth in the Construction Documents. The bonds shall be in form and substance and issued by a corporate surety satisfactory to Developer and the UG. The bonds shall be in favor of the UG, Developer, the Permitted Mortgagee, and such other parties as are required in connection with the issuance of the STAR Bonds; provided, however, that the General Contractor shall not (nor shall the Construction Documents) be required to provide such bonds if the County Administrator agrees in his sole discretion to waive such requirement in writing after review and approval of the General Contractor's financial statements.

6.7 Permits and Reviews. Developer hereby recognizes, stipulates and agrees: (a) that in the design, construction, completion, use or operation of the Improvements, Developer, or its General Contractor, shall procure and pay for (or cause to be procured and paid for) any and all permits, licenses or other forms of authorizations that are, from time to time, required by Applicable Laws and Requirements; and (b) that nothing herein shall be construed as any release by the UG of the responsibility of Developer to comply with, and satisfy the requirements of, all Applicable Laws and Requirements; the UG agreeing, however, that it will, to the extent possible, expedite all plan review and permitting in connection with the design and construction of the Improvements, and that, subject to this Agreement and Applicable Laws and Requirements, including without limitation the CID Act and the STAR Bond Act, the costs of procuring any and all permits, licenses or other forms of authorizations may be paid for and/or reimbursed, as the case may be, with STAR Bond Proceeds or CID Sales Tax Proceeds.

6.8 Cost Verification. During construction of the Improvements, the UG and Developer shall establish appropriate review procedures whereunder the UG and/or its representatives can inspect and review costs (which may include an audit of records to verify the STAR Bond Costs, CID Eligible Expenses and the Private Contribution which are incurred and paid in accordance with the Development Plan) and to verify that construction is proceeding in accordance with the Development Plan, the Plans and Specifications and all Applicable Laws and Requirements. Developer will cooperate with the UG in such review and, subject to Section 4.7(c) above, the costs and expenses for such review shall be paid by Developer and if such costs are eligible, the same may be reimbursed with STAR Bond Proceeds and/or CID Sales Tax Proceeds, subject to compliance with the CID Act and the STAR Bond Act (as applicable). All disbursements of STAR Bond Proceeds and CID Sales Tax Proceeds shall be subject to the written approval of the UG in accordance with this Agreement, which approval will not be unreasonably delayed, conditioned or withheld.

6.9 Periodic Meetings with the UG. From the Effective Date until Substantial Completion of the Improvements, Developer hereby agrees to meet with the UG and/or its representatives at such intervals as Developer, the UG and any such designee shall mutually agree or reasonably request, but not more frequently than monthly, to review and discuss the design, development and construction of the Improvements and the Project.

6.10 Commencement and Completion of Improvements. Subject to satisfaction or waiver of the conditions set forth in Section 3.1(a) above, and subject to Force Majeure, Developer hereby agrees that it shall commence and complete the Improvements on or before the dates set forth as follows:

(a) The Core Royal Improvements. Developer hereby represents to the UG that commencement of construction of the Core Royal Improvements has previously occurred prior to the Effective Date. Developer further agrees that the Core Royal Improvements, associated Parking Improvements, signage, and landscaping shall be Substantially Completed and opened no later than that date which is two (2) years after the Bond Closing for the First Issuance.

(b) The Agricultural Education Center Improvements. Commencement of construction of the Agricultural Education Center Improvements shall occur on or before that date which is eighteen (18) months after the Bond Closing, and the Developer further agrees that the Agricultural Education Center Improvements, associated Parking Improvements, signage, and landscaping shall be Substantially

Completed and opened no later than that date which is three (3) years after the Bond Closing for the First Issuance.

ARTICLE 7.
USE AND OPERATION

7.1 Term. The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated as specifically provided in Sections 3.2, 4.2(n)(i), 5.1, 7.10(c) or 9.2 herein, shall expire on that date which is the later of: (i) the last day of the STAR Bond Collection Period, and (ii) the last day of the CID Collection Period (the "Term").

7.2 Use and Operation. Developer covenants that at all times during the Term, it will:

(a) Use the Site only for a major commercial entertainment and tourism development consisting of the following uses: first class livestock expo arena and other agricultural-related uses, first class education and conference center uses and first class entertainment complexes, which uses specifically include the Improvements and BBQ Uses, and may include related retail, restaurant, office, multi-use, exhibition, meeting, conference, festival grounds and/or other sporting and recreational uses, (collectively, the "Permitted Uses"), which Permitted Uses shall expressly include the Project, Improvements and associated uses as described in this Agreement.

(b) Conduct its business at all times in a dignified and quality manner and in conformity with the highest industry standards and in such manner as to help establish and maintain a strong reputation for the Project.

(c) Maintain the Site in substantial compliance with the Landscape Plan and at all times trimmed and well-maintained.

(d) Provide security for the Project in accordance with industry standards for similarly situated projects of similar scope and nature, including crowd control and management, traffic control and first aid before, during and after events at the Project, including the BBQ Competition, in coordination with Government Authorities.

(e) Perform its duties to repair, restore and replace the Improvements as set forth in Sections 7.4 and 7.10 hereof; provided, however, that notwithstanding anything herein to the contrary, nothing in this Agreement shall require Developer to make renovations or upgrades to the Improvements beyond what is set forth in the Plans and Specifications.

(f) Additionally, Developer and the UG hereby agree that the following uses shall be prohibited on or about the Site during the Term, except as otherwise provided herein or with the prior written approval of the UG:

(i) Any use which is unreasonably offensive (meaning not in compliance with commercially reasonable standards for projects of similar scope and nature) by reason of odor, fumes, dust, smoke, noise, or pollution, or which constitutes a nuisance, or is hazardous, by reason of fire or explosion, or which is objectively injurious to the reputation of the Project; provided, however, that the UG understands and agrees that the Project includes uses that are agricultural- and entertainment-related in nature, and as such, the noise and odor that accompany such uses shall not be prohibited by the foregoing restriction, but the same shall be subject to the terms of subsection (g) below. No oil, gasoline or flammable liquid shall be stored in bulk other than allowed pursuant to Applicable Laws and Requirements.

(ii) A gas station, or car wash facility, open to the public.

(iii) A facility primarily used as a storage warehouse operation, mini-warehouse, or freight terminal; provided, however, that the foregoing restriction shall not in any way prohibit the operation of a small warehouse or mini-warehouse if operated in connection with and ancillary to the Permitted Uses.

(iv) A facility for the assembling, manufacturing, refining, or smelting, drilling, mining, exploring or the producing of oil, gases or other minerals.

(v) Any use, other than for educational purposes, which involves the long-term raising, breeding, and keeping of any animals or poultry; provided, however, that such educational uses shall: (1) never exceed more than twenty (20) animals at one time, and (2) always be subject to Applicable Laws and Requirements. However, the UG understands and agrees that portions of the Site may be used on a temporary basis for the keeping and selling of livestock and other animals at auction in connection with events for the Core Royal and the Agricultural Education Center, and Developer agrees that in each such case, such areas are to be cleaned and maintained in accordance with best industry standards for similar facilities.

(vi) Salvage or reclamation yards and the storage of inoperative vehicles.

(vii) Any pawn shop or "second hand" store; provided, however, that the foregoing restriction shall not in any way prohibit the operation of high quality antique or so-called vintage stores.

(viii) Any mobile home park, trailer court, or labor camp; provided, however, that the foregoing restriction shall not be applicable to: (1) the temporary use of construction trailers during periods of construction, reconstruction or maintenance; or (2) trailers, delivery trucks or recreational vehicles of invitees, guests, partners and participants of the Project.

(ix) Any dumping, disposing, incineration or reduction of garbage; provided, however, that this prohibition shall not be applicable to garbage compactors located near the rear of any building on the Site, or elsewhere on the Site subject to the approved final Development Plan and in compliance with all Applicable Laws and Requirements.

(x) Any fire sale, bankruptcy sale (unless pursuant to a court order) or use primarily as an auction house operation.

(xi) Any central laundry or laundromat as a primary use.

(xii) Any automobile, truck or equipment dealerships of any kind, including without limitation, facilities with permanent sales, leasing or displays of any automobile, truck, trailer or recreational vehicle, except for in conjunction with promotions, displays, and other marketing activities (subject to Applicable Laws and Requirements); provided, however, that the foregoing restriction shall not in any manner restrict: (1) temporary sales of automobiles, trucks, trailers, or recreational vehicles during events at the Core Royal and the Agricultural Education Center; or (2) permanent automobile, truck, trailer, or recreational vehicle displays by sponsors.

(xiii) Any body shop repair operation, engine repair or vehicle repair facility for all vehicles, including motorcycles, including a quick service facility, except as operated in connection with and ancillary to the Permitted Uses.

(xiv) Any mortuary or funeral home.

(xv) Any establishment selling or exhibiting pornographic materials or which sells drug-related paraphernalia or which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff and/or any massage parlors or similar establishments; except that this provision shall not be deemed to preclude the operation in the Site of either a nationally or regionally recognized high-quality book store, or a drug store or pharmacy, or a department within a retail store offering for sale its usual or customary inventory of books, magazines and/or related pharmaceutical materials.

(xvi) A nightclub, which shall be deemed to mean any bar, restaurant, club or other establishment that derives seventy percent (70%) or more of its gross receipts from the sale of alcoholic beverages; provided, however, that the foregoing restriction shall not in any manner restrict: (1) a bar, restaurant, or similar establishment (regardless of the percentage of gross receipts received from the sale of alcoholic beverages) if such bar, restaurant, or similar establishment is located within, or contiguous to, the Core Royal or the Agricultural Education Center, and generally open for business only during events held at the Core Royal or the Agricultural Education Center; or (2) a single public-facing tavern-type establishment external to, or contiguous with, the Core Royal or the Agricultural Education Center, and open to the public.

(xvii) Any store selling discounted tobacco products, electronic or vapor cigarettes or other smoking devices or paraphernalia.

(xviii) Any hookah bars or other establishment with a primary focus on smoking.

(xix) Pay-day or title loan facilities.

(xx) Any precious metal facilities.

(xxi) A flea market; provided, however, that the foregoing restriction shall not in any way prohibit: (1) the operation of a "city market" or "farmers market" for the sale of fresh fruits, vegetables and other foods and flowers and other similar items; or (2) no more than six (6) times per year, a flea market that operates for less than four (4) consecutive calendar days.

The UG's Commission is hereby authorized to grant variances to the restrictions set forth in this Section 7.2(f) from time to time in its sole and absolute discretion. Prior to the Bond Closing, Developer and the UG shall execute a document which shall memorialize the restrictions set forth in this Section 7.2 and state that, to the parties' actual knowledge, there are no known violations of the restrictions within the Site, and record the same against the real property within the Site, which restrictions shall be effective and run with the land of the Site for the Term of this Agreement.

(g) Without limiting the generality of the restrictions set forth above, including without limitation, those set forth in subsections (f)(i) and (f)(v) above, Developer hereby covenants and agrees that it will use commercially reasonable efforts (meaning efforts comparable to commercially reasonable standards for similar first class show arenas and livestock exhibition halls in urban areas) to minimize and mitigate odors from animals and animal waste at the Project and the Site.

7.3 Development Plan. During the Term, Developer agrees that it shall perform and comply with each and all of the terms and provisions of the Development Plan and not suffer or permit any default or breach of any such terms or provisions of the Development Plan.

7.4 Maintenance and Use. During the Term, Developer shall cause the Project and all parts thereof, including the Site and all other of its property used or useful in the conduct of its business and operations on the Site, to be maintained, preserved and kept in good repair and working order and in good and safe condition, consistent with industry standards for similarly situated projects of similar scope and nature, and will maintain the improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Site. Developer may make additions, alterations and changes to the Improvements so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements, are compatible with the Development Plan and subject to any applicable provisions of the Transaction Documents, and as long as the same do not materially adversely affect Developer's ability to perform its obligations under this Agreement. Developer agrees to set aside on its books commercially reasonable reserves for future maintenance and capital expenditures.

7.5 Compliance. Developer shall conduct its affairs and carry on its business and operations in such a manner as to comply with all Applicable Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any Government Authorities applicable to the conduct of its business and operations and the ownership of the Project; provided, however, that nothing contained in this Agreement shall require Developer to comply with, observe and conform to any such law, order, regulation or requirement of any Government Authorities so long as the validity thereof shall be contested by Developer in good faith by appropriate proceedings, and provided that Developer shall have set aside on its books commercially reasonable reserves or secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of Developer to meet its obligations under this Agreement. Developer agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Laws and Requirements, unless contested in good faith with the assurances provided in the preceding sentence.

7.6 Payment and Reporting of Taxes and Other Charges. Developer contemplates that the land and improvements that constitute the Core Royal Improvements and the Agricultural Education Center Improvements shall be one-hundred percent (100%) exempt from real property taxation because the same are to be owned and/or leased and operated, by Developer as a not-for-profit entity or by an Affiliate that is also a not-for-profit entity. However, Developer agrees that it shall pay (or cause to be paid) all applicable ad valorem property taxes and other taxes on the Festival Grounds, the Site, Excess Land (but only if and to the extent that the Excess Land is owned or controlled by Developer or its Affiliate) and other land or facilities it owns within the Site and Wyandotte County to the extent that the same are not exempt from real property taxation. Notwithstanding the foregoing, nothing contained in this Agreement shall prohibit Developer or its Affiliates, or other owners of property within the STAR Bond District, from contesting the assessed value of the properties, Improvements or the taxes thereon in good faith by appropriate proceedings, provided that each such party shall pay (or cause to be paid) any and all amounts that are contested under protest (or as otherwise instructed by the County and/or State) while any such proceedings are pending. Developer further understands and agrees that the UG shall not use IRB financing to provide property tax exemption for any part of the Project, even if the Core Royal Improvements and the Agricultural Education Center Improvements are ultimately found to be subject to real property taxation. The parties further agree as follows:

(a) Developer and any other owners of real property within the Site shall promptly notify the UG in writing of a protest of real estate taxes or valuation of the Developer's or such other owners' property within the Site.

(b) Subject to the terms and conditions of this Agreement, including (without limitation) the Developer's right hereunder to receive reimbursement from STAR Bond Proceeds and CID Sales Tax Proceeds and the mutual understanding and intent of the Parties set forth in subsection (c) below, Developer shall not take any actions or adopt any practices or procedures which are designed to, or which may or will have the effect of, eliminating, reducing or diverting in any way any sales taxes, use taxes and/or transient guest taxes payable to the UG or the State in connection with sales made or services from, in or on and about the Site. In connection therewith, Developer recognizes, stipulates and agrees that such sales shall include ticket sales and concessions. Developer agrees that it will itself provide, and that it will by appropriate agreement, require all parties holding or operating by, through or under it, or otherwise operating on or from the Site, to provide to the UG and the STAR Bond Trustee, true and correct copies of all sales tax, use tax, and transient guest tax returns filed with the State with respect to sales in, on or from the Site, the same to be provided simultaneously with or within ten (10) days after such filing. Developer agrees to use commercially reasonable efforts to include a provision to this effect in any purchase agreement, lease, license or other agreement with any party holding or operating by, through or under it, or otherwise operating on or from the Site, and Developer will use commercially reasonable efforts to enforce such provision. Developer shall, to the extent required by Applicable Laws and Requirements or upon reasonable notice, provide to the DOR and the STAR Bond Trustee the names of all vendors operating in, on or from the Site, their Kansas sales tax identification number(s) and their dates of operation.

(c) Developer has requested that the UG agree to work with Developer to explore solutions to the issues revolving around the fact that certain revenues may be produced outside of the STAR Bond District and CID, and whether or not it is legal (and without risk of liability to bondholders from other STAR Bond or other special taxing districts) for a "point of sale" to be established for such revenues inside of the STAR Bond District and/or CID. The UG has agreed to cooperate with Developer to explore such issues, but the UG has opined that the same may not be possible under Applicable Laws and Requirements, and Developer understands and agrees that: (i) the UG has not made any representations or warranties whatsoever to Developer about the possibility of capturing such revenues from outside the STAR Bond District and/or CID for financing the Project, and (ii) the UG is no way responsible for any adverse rulings or failure to find solutions acceptable to Developer in connection with the same.

(d) Developer shall, to the extent allowed by Applicable Laws and Requirements, provide to the UG, the Kansas Department of Revenue and the escrow agent under any tax distribution agreement the names of all vendors operating in, on or from the Site, their Kansas sales tax identification number and their dates of operation. The Developer agrees to cause all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights from Developer in the STAR Bond District to be obligated by written contract (lease agreement or other enforceable document) to provide to the UG simultaneously with submission to the Kansas Department of Revenue the monthly sales tax returns for their facilities in the STAR Bond District. This obligation shall be a covenant running with the land and shall be enforceable against all such businesses operating in the STAR Bond District and shall only terminate upon the passage by the UG of an ordinance terminating the STAR Bond District. Developer hereby agrees that each such contract or other agreement shall provide that the UG is an intended third-party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against such tenant or purchaser.

(e) Developer shall provide the UG written notice of all current tenants of the Project within 10 days after Developer receives knowledge of the opening or closing for business of any business within the Project, and at all other times upon the written request of the UG.

(f) Developer agrees to use best efforts to obtain waivers consenting to the release by the UG of aggregate sales tax revenues generated within the STAR Bond District from all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the STAR Bond District throughout the Term of this Agreement contemporaneously with the acquisition of such property or occupancy rights. Such waivers shall also consent to the release by the UG of aggregate sales tax revenues generated within STAR Bond District, and shall further acknowledge and consent to such release even if such entity is the only retailer operating within such STAR Bond District at any given time. Developer will use best efforts to cause each lease, sublease, purchase contract, or other document granting property or occupancy rights from Developer in the STAR Bond District to incorporate the provisions of this Section 7.6(f).

7.7 Liens and Encumbrances. During the Term, except for a Permitted Mortgage and Permitted Encumbrances, Developer shall not create or incur or permit to be created or incurred or to exist any mortgage, lien, security interest, charge or similar encumbrance on the Site or the Project, or any part thereof, and shall promptly cause to be discharged or terminated all mortgages, liens, security interests, charges and similar encumbrances that are not Permitted Encumbrances or a Permitted Mortgage. For purposes hereof, the term "Permitted Mortgage" shall mean any security interest placed on the Site and/or Improvements, or any part thereof, by or through Developer in connection with any construction or permanent financing of the Project. Notwithstanding the foregoing, any Permitted Mortgage shall be subject to the terms and conditions of this Agreement, including without limitation, Section 9.2 of this Agreement. For purposes hereof, the term "Permitted Encumbrances" shall mean and include any (i) matters of record affecting the Site as of the Effective Date, (ii) rights-of-way, utility easements and similar instruments typically found in these types of developments; and (iii) recorded instruments evidencing a transfer or assignment approved or otherwise permitted under this Agreement.

7.8 Licenses and Permits. During the Term, Developer shall procure and maintain all licenses and permits, and allow all inspections and/or investigations required by Applicable Laws and Requirements or otherwise necessary in the operation of its business and affairs in, on or about the Project; provided, however, that Developer shall not be required to procure or maintain in effect any right, license or accreditation that Developer and the UG have determined in good faith and subject to Applicable Laws and Requirements, is not in the best interests of Developer and is no longer necessary in the conduct of its business and that lack of such compliance will not materially impair the ability of Developer to perform its obligations under this Agreement.

7.9 Insurance. During the Term, Developer shall maintain or cause to be maintained insurance with respect to the Project and operations covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect Developer, the UG, and the Project, but in no event in an amount less than that required by the Insurance Specifications attached hereto as **Exhibit 12**, and made a part hereof, or as otherwise required by the terms of the Transaction Documents. Each policy or other contract for such insurance shall: (i) name the UG as an additional insured with respect to liability insurance (but only in an amount equal to Five Hundred Thousand Dollars ($500,000)), and (ii) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to Developer and each other insured, additional insured, loss payee, and mortgage payee named therein. Without limiting the general accuracy of the foregoing, Developer agrees to perform and comply with Section 8.3 of this Agreement. Throughout the Term, Developer shall ensure the UG is provided with a current and accurate certificate of insurance ("Certificate of Insurance") for each coverage applicable to the Project, the Site, and the Improvements, and for all coverages required herein. Each Certificate of Insurance shall be on ACORD forms or on other forms which the UG may approve in writing.

7.10 Damage, Destruction or Condemnation. The parties hereby agree as follows:

(a) In the event of damage to or destruction of any portion of the Improvements resulting from fire or other Casualty during the Term, or in the event any portion of the Improvements is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, the net proceeds of any insurance relating to such damage or destruction, the net proceeds of such condemnation or taking, or the net proceeds of any realization on title insurance shall be paid into, and used in accordance with, a construction escrow agreement satisfactory to the UG, Developer and any Permitted Mortgagee ("Casualty Escrow").

(b) If, at any time during the Term, the Improvements or any part thereof shall be damaged or destroyed by a Casualty (the "Damaged Facilities"), Developer, to the extent insurance proceeds are made available to Developer and to the extent made possible with said proceeds shall proceed as promptly as possible to repair, restore and replace the Damaged Facilities as nearly as possible to their condition immediately prior to the Casualty and shall be entitled to draw upon the Casualty Escrow for payment of said costs.

(c) If at any time during the Term, title to the whole or substantially all of the Improvements shall be taken in condemnation proceedings or by right of eminent domain, Developer, at its sole discretion, may terminate this Agreement as of the date of such taking. For purposes of this Section 7.10, "substantially all of the Improvements" shall be deemed to have been taken if the UG and Developer, each acting reasonably and in good faith, determine that the untaken portion of the Project, including the Parking Improvements, cannot be practically and economically used by Developer for the purposes and at the times contemplated by this Agreement. In the event of condemnation of less than the whole or substantially all of the Improvements during the Term, Developer, to the extent made possible by the proceeds in the Casualty Escrow, shall commence and thereafter proceed as promptly as possible to repair, restore and replace the remaining part of the Project, as nearly as possible, to their former condition, and shall be entitled to draw upon the Casualty Escrow for payment of said costs.

7.11 Indemnity. Developer shall, in connection with the Site and the BBQ Competition (to the extent that the same is held outside the boundaries of the Site), pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of: (a) the acquisition of the Site; (b) the design, construction and completion of the Improvements by Developer; (c) the use or occupation of the Improvements by Developer or anyone acting by, through or under it; (d) damage or injury, actual or claimed, of whatsoever kind or character occurring after the Bond Closing, to persons or property occurring or allegedly occurring in, on or about the Site and the site of the BBQ Competition; and I any breach, default or failure to perform by Developer under this Agreement (except for and excluding claims of breaches, defaults, or failures by and between Developer and the UG which would more appropriately be brought in a breach of contract action). Developer shall also pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Developer in any action or proceeding brought by reason of any such claim, demand, expense, penalty or fine. If any action or proceeding is brought against the UG or its governing board members, directors, officers, employees or agents by reason of any such claim or demand, Developer, upon notice from the UG, covenants to resist and defend such action or proceeding on demand of the UG or its governing body members, directors, officers, employees or agents. Notwithstanding the foregoing, no party benefited by this indemnity shall be indemnified against: (i) liability for damage arising out of bodily injury to persons or damage to property caused by the UG's own willful and malicious acts or omissions or negligence; (ii) liability for losses, liability, damages or expenses resulting from any claims against the UG challenging the legality or validity of the approval processes of the UG with respect to any zoning, finance, or entitlement approvals in connection with the Project, this Agreement, or any of the terms or provisions hereof; or (iii) any claims, causes of action, or disputes between the UG and Developer arising out of or relating to this Agreement, which claims, causes of action, or disputes are based in breach of contract, or would more appropriately be brought in a breach of contract action. The foregoing covenants contained in this Section 7.11 shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument.

7.12 Prohibition on Assignment; Sales and Leasing Permitted, Etc. During the Term, Developer shall not, without the prior written consent of the UG: (i) assign, sell, lease, mortgage or otherwise transfer the Site, the Improvements, or any equipment that comprise the Project or any part thereof or any interest therein; (ii) merge with or into another corporation or sell or transfer to another corporation substantially all of its assets; or (iii) assign this Agreement, or any of the rights, benefits or obligations hereunder. Any such assignment, sale, lease, mortgage, merger or other transfer which is consented to by the UG shall be an "Approved Assignment" and the assignee, purchaser, mortgagee or transferee shall be an "Assignee." The UG shall not unreasonably withhold, condition or delay its consent to any of the aforesaid, provided that Developer shall provide the UG with sufficient information to review and evaluate the proposed assignment, sale or other transfer. Notwithstanding the foregoing or anything in this Agreement to the contrary, Developer may, with prior written notice to the UG but without consent or approval from the UG, enter into: (a) any Permitted Mortgage (including, without limitation, collateral assignment of Developer's rights to reimbursement of STAR Bond Proceeds, CID Sales Tax Proceeds, and other reimbursement to Developer under this Agreement); (b) assignment to an Affiliate; (c) a sale, lease or transfer of any property located outside of the STAR Bond District; and (d) a lease executed in the normal course of Developer's use and operation of the Project for a portion of the Site or the Project (but not including long-term ground leases other than the Existing Ground Lease); and (e) in the event Developer should determine to exercise its option, under the Existing Ground Lease, to purchase all or a portion of the approximately 80+/- acres of the Site east of 118th Street and subject to such Existing Ground Lease, Developer (and/or Affiliate) may enter into and fully perform such purchase and/or option agreements (and related transaction documents) as reasonably necessary or desirable in connection therewith. In the event of any Approved Assignment or any sale, lease, transfer or assignment pursuant to subsections (a) through (e) in the prior sentence, Developer shall nonetheless remain liable for performance of all of the Developer's obligations and duties set forth in this Agreement unless and to the extent that the UG shall, in its sole discretion, specifically agree to release such obligations and duties (or a portion thereof) in a written and executed agreement of the UG.

7.13 Utilities. During the Term, all utility and utility services used by Developer in, on or about the Project shall be paid (or caused to be paid) for by Developer, and Developer shall, at no cost to the UG, procure any and all permits, licenses or authorizations necessary in connection therewith; provided, however, that the parties will fully cooperate to ensure that the BPU provides utilities to the Project at rates which shall be negotiated pursuant to a separate agreement. Notwithstanding the foregoing, nothing in this Agreement will be construed to limit or prevent Developer from charging and/or requiring reimbursement of its reasonable out-of-pocket costs incurred as a result of others third parties renting or using the Project or Site (or any portion thereof), including, but not limited any such rental or use as contemplated in Sections 8.1(g)-(h) below.

7.14 Access. During the Term, Developer hereby recognizes, acknowledges and agrees that the UG, and its duly authorized representatives and agents, shall have the right to enter the Project at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement. In exercising its rights hereunder, the UG shall use reasonable efforts to avoid unreasonable interference with the operation of the Project. Except as otherwise provided in this Agreement, the UG shall pay all costs it incurs under this provision. Nothing contained in this Section 7.14 shall limit the UG's powers under Section 7.17 below or otherwise restrict or impede the right of the UG to enter the Project pursuant to any Applicable Laws and Requirements.

7.15 Environmental Matters. Developer hereby agrees that Developer shall assume responsibility for the costs of any remediation of any environmental conditions upon the Site that are required to be incurred by Developer in accordance with Applicable Laws and Requirements. Further, Developer shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Project in violation of any Environmental Regulation; shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulations; shall cause all Hazardous Substances which Developer knows or should know to be present on the Site to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations; shall not install or permit to be installed any underground storage tank therein or thereunder in violation of any Environmental Regulation; and shall comply with all other Environmental Regulations which are applicable to the Project. Developer shall indemnify the UG against, shall hold the UG harmless from, and shall reimburse the UG for, any and all claims, demands, judgments, penalties, fines, liabilities, costs, damages and expenses, including court costs and reasonable attorneys' fees incurred by the UG (prior to trial, at trial and on appeal) in any action against or involving the UG, resulting from any breach of the foregoing covenants or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from, the Site or the Improvements thereon, whether or not Developer is responsible therefor, it being the intent of Developer and the UG that the UG shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or otherwise with respect to, Hazardous Substances, which arises subsequent to the Effective Date. The foregoing covenants contained in this Section 7.15 shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument.

7.16 Kansas Employment Priority. Developer hereby understands and agrees that Kansas resident employees shall be given priority consideration for employment on the Project as required by K.S.A. 12-17,166(m) of the STAR Bond Act.

7.17 Power of the UG. Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent and lawful rights and powers of the UG to act in its capacity as a public body. Any such provision shall be deemed to be of no force or effect. Further, nothing herein shall relieve Developer from complying with all Applicable Laws and Requirements.

ARTICLE 8.
SPECIAL PROVISIONS

8.1 Special Agreements of Developer. During the Term of this Agreement:

(a) Developer shall use commercially reasonable efforts to actively market and advertise the Project on a regional and national basis.

(b) Following the completion and opening of the Core Royal Improvements, Developer shall maintain its headquarters, offices and primary operations within Wyandotte County, Kansas.

(c) Developer shall actively participate in the civic, charitable, educational, philanthropic and/or economic development of the Kansas City, Kansas/Wyandotte County community in activities of its choice.

(d) Developer covenants and agrees that the American Royal World Series of Barbecue competition hosted annually by Developer (the "BBQ Competition") will be held exclusively in Wyandotte County, Kansas during the entire Term of this Agreement.

(e) Developer agrees that at all times during the Term of this Agreement, Developer will maintain agreements with the local school districts -- USD 202, USD 203, USD 204 and USD 500 (each a "School District" and collectively the "School Districts") to allow School Districts to use the Core Royal and/or Agricultural Education Center Improvements for School District events (including without limitation, graduations), not to exceed two (2) events annually for each of the School Districts, or a total of eight (8) events collectively (the "School Districts Events"), with scheduling subject and subordinate to scheduling with the other events and revenue-generating opportunities scheduled in the Core Royal and/or Agricultural Education Center Improvements. Developer will work with the School Districts to try to collaborate to host combined School District Events with multiple School Districts participating in events together to maximize the benefit of the School District Events offering set forth herein. With respect to any and all such School Districts Events, the Developer further agrees as follows:

(i) Notwithstanding the foregoing, Developer agrees that once School Districts Events are scheduled with Developer, the Developer cannot unilaterally cancel a School Districts Event so that it can schedule other revenue-generating events.

(ii) Each of the School Districts Events shall be limited to one calendar day, and if a School District uses the Core Royal and/or Agricultural Education Center Improvements for a multi-day event, each of those days shall count as a separate day of School Districts Events for purposes hereof.

(iii) The School Districts will not be required to pay any fees or charges (including any booking, management or other administrative fees or charges) for use of the Core Royal and/or Agricultural Education Center Improvements for School Districts Events, but the School Districts will pay all actual costs for operating the Core Royal and/or Agricultural Education Center Improvements for such School Districts Events (including utilities, expenses and personnel) so that School Districts Events are at least "revenue-neutral" to the operating income generated by the Core Royal and/or Agricultural Education Center Improvements.

(iv) The UG may at any time during the Term, obtain a copy of the agreements between School Districts and Developer and may require a meeting of the Developer and the School Districts to make certain that the objectives and spirit of collaboration set forth in this provision are being honored by the Developer and the School Districts.

(v) The School Districts shall be deemed to be a third party beneficiary of the provisions of the Agreement set forth in this Section 8.1(e) and shall have a right to enforce the same against Developer.

(f) Developer agrees that at all times during the Term of this Agreement, Developer will maintain an agreement with the Wyandotte County Fair Association and the County Fair Foundation (collectively, the "Fair") to allow the Fair to use the Core Royal and/or Agricultural Education Center Improvements for Fair events, not to exceed three (3) Fair events annually (the "Fair Events"), with scheduling subject and subordinate to scheduling with the other events and revenue-generating opportunities scheduled in the Core Royal and/or Agricultural Education Center Improvements. With respect to any and all such Fair Events, the Developer further agrees as follows:

(i) Notwithstanding the foregoing, Developer agrees that once Fair Events are scheduled with Developer, the Developer cannot unilaterally cancel a Fair Event so that it can schedule other revenue-generating events.

(ii) Each of the Fair Events shall be limited to one calendar day, and if the Fair uses the Core Royal and/or Agricultural Education Center Improvements for a multi-day event, each of those days shall count as a separate day of Fair Events for purposes hereof.

(iii) The Fair will not be required to pay any fees or charges (including any booking, management or other administrative fees or charges) for use of the Core Royal and/or Agricultural Education Center Improvements for Fair Events, but the Fair will pay all actual costs for operating the Core Royal and/or Agricultural Education Center Improvements for such Fair Events (including utilities, expenses and personnel) so that the Fair Events are at least "revenue-neutral" to the operating income generated by the Core Royal and/or Agricultural Education Center Improvements.

(iv) The UG may at any time during the Term, obtain a copy of the agreement between the Fair and Developer and may require a meeting of the Developer and the Fair to make certain that the objectives and spirit of collaboration set forth in this provision are being honored by the Developer and the Fair.

(g) Developer also agrees that the Fair shall have a right of first opportunity to book any new trap shooting events hosted by or through Developer or its Affiliates at the property owned by the Fair at 13700 Polfer Road in Kansas City, Kansas (the "Fair Property"). The right of first opportunity requires Developer to reach out to the Fair to inquire about the cost and availability of trap shooting events at the Fair Property before Developer can book any such trap shooting events elsewhere, excluding any events already hosted by or through Developer or its Affiliates as of the Effective Date. However, Developer is not required to book trap shooting events at the Fair Property if and to the extent that the Fair Property is not available or able to host the size and scope of trap shooting event in question, or if the Fair Property is more expensive than other alternative sites to host such a trap shooting event. The parties further agree that:

(i) The Fair shall be deemed to be a third party beneficiary of the provisions of the Agreement set forth in Sections 8.1 (f) and (g) and shall have a right to enforce the same against Developer.

(ii) Nothing herein shall be deemed to trigger the provisions set forth in that certain Land Use Restriction Agreement dated May 20, 2010 by and between the UG and the County Fair Foundation, recorded in the Office of the Wyandotte County, Kansas Register of Deeds on May 24, 2010 as Document No. 2010R-06704, and re-recorded with a corrected legal description on July 14, 2010 as Document No. 2010R-08998.

(h) Developer shall at all times during the Term of this Agreement accommodate the reasonable requests of the UG to allow the UG to use the Core Royal and Agricultural Education Center for certain events during the Term of this Agreement, subject to availability and at reasonable times and no admission cost to the UG (i.e., without payment of rent, license fees or other fees or charges for using the facilities, provided that Developer may require payment of its reasonable out-of-pocket costs incurred as a result of the UG's use).

(i) Developer shall enter into a separate agreement with the National Agricultural Center and Hall of Fame (the "Ag HOF") to demonstrate the partnership and collaboration between Developer and the Ag HOF, which agreement shall be consistent with the terms set forth in the letter agreement between the Developer and Ag HOF dated as of August 21, 2018. The UG shall have a right to review and approve the agreement between Developer and the Ag HOF.

(j) Developer shall provide up to twenty-five (25) tickets to UG officials for premium seating or special access to VIP areas (including clubs and lounges, but excluding private suites) for primary events open to the public at the Core Royal, at no admission cost to the UG or such UG officials.

(k) Prior to the official naming and/or the execution of any naming rights agreements, the UG shall have the right to review and approve the name of the grounds for the Project, the Agricultural Education Center, the exhibition hall and the various arenas described in Section 2.2(a) and any related common use nomenclature for the same, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the UG shall not have any approval of any other naming rights in the Project, nor shall the UG have the right to approve other advertisements or sponsors within the Project. The UG and Developer hereby agree to work collaboratively and in good faith to try to include the phrase "Kansas City, Kansas" or the phrase "Wyandotte County" in the naming conventions for the Core Royal grounds, facilities and/or events to the extent reasonably practical, recognizing and appreciating the balance between the UG's public financing and support for this Project with the Developer's need to monetize the naming rights for facilities and sponsorships at the Project.

(l) Developer shall, upon written request from the UG, provide copies of audited financial statements for Developer and its Affiliates to the UG.

(m) The UG shall establish an "American Royal Community Fund" to be owned, administered, managed and used by the UG. Developer shall make an annual payment to the American Royal Community Fund, which annual payments shall commence on May 15 of the year following the year in which the Bond Closing for the First Issuance occurs, and be delivered to the UG in immediately available funds on or before the annual anniversary of such date for each year of the STAR Bond Collection Period thereafter pursuant to the schedule attached hereto as Exhibit 15 (the "Annual Payment(s)"), except as otherwise provided herein. Notwithstanding anything set forth in this Agreement (including, without limitation, the schedule attached as Exhibit 15) which is seemingly to the contrary, the UG and Developer understand and agree that if all of the STAR Bonds issued pursuant to this Agreement (including any STAR Bonds from the First Issuance, the Refunding Issuance or any other subsequent issuances pursued by Developer not specifically contemplated herein) are repaid in full, then Developer shall not be required to make any further Annual Payments to the American Royal Community Fund after the date of such full repayment. Any Annual Payments which became due and owing prior to the date of such full repayment and remain unpaid on such date shall remain due to be paid to the UG by Developer. The Annual Payment(s) to the American Royal Community Fund are not intended to be subject to the UG's community benefit ordinance or other resolutions or ordinances intended to allocate fees and charges to specific purposes.

(n) The UG has agreed to form a five-member UG subcommittee to discuss, consider and make recommendations to the full Commission about the most beneficial use of the Origination Fee and the Annual Payments to be provided by Developer herein. Such subcommittee shall be comprised of the Mayor, the Chairman and one other member of the Economic Development and Finance Committee, and the Chairman and one other member of the Public Works Committee. The non-Chairman member of the Economic Development and Finance Committee shall be appointed by a majority vote of the Economic Development and Finance Committee at a regularly-scheduled meeting of said standing committee. The non-Chairman member of the Public Works Committee shall be appointed by a majority vote of the Public Works Committee at a regularly-scheduled meeting of said standing committee.

(i) The subcommittee described herein shall meet at least once within sixty (60) days of receipt of the Origination Fee from Developer to discuss its recommendations to full Commission about the most beneficial use(s) for the Origination Fee, and the subcommittee shall have as many meetings as necessary to agree on its recommendations to full Commission. The subcommittee shall make its recommendations to full Commission no later than one hundred and twenty (120) days after receipt of the

Origination Fee. The subcommittee shall be a recommending body only; the ultimate decisions about how to use the Origination Fee shall be made by a majority vote of the full Commission.

(ii) The subcommittee described herein shall also meet at least once within sixty (60) days of the UG's receipt of each payment of the Annual Payment to the American Royal Community Fund from Developer to discuss its recommendations to full Commission about the most beneficial use(s) for the Annual Payment, and the subcommittee shall have as many meetings as necessary to agree on its recommendations to full Commission. The subcommittee shall make its recommendations to full Commission no later than one hundred and twenty (120) days after receipt of each payment of the Annual Payment. The subcommittee shall be a recommending body only; the ultimate decisions about how to use the Annual Payment shall be made by a majority vote of the full Commission.

(iii) The subcommittee's recommendation for the Origination Fee must be must be for local economic development activities, but the subcommittee's recommendation for the payments of the Annual Payment can be for economic development, infrastructure improvements or other beneficial UG purposes.

(o) Developer will also provide a discounted rate to Wyandotte County-based civic and non-profit organizations who want to use the Core Royal and/or Agricultural Education Center Improvements for civic or non-profit organization events, with scheduling subject and subordinate to scheduling with the other events and revenue-generating opportunities scheduled in the Core Royal and/or Agricultural Education Center Improvements.

(p) For real property within the STAR Bond District which is (i) not owned or controlled by the Developer, and (ii) located south of Parallel Parkway, Developer hereby agrees to encourage such owners and collaborate with such owners to master plan such property in a manner that provides synergy with the Project and to otherwise maximize the value of the STAR Bond District.

8.2 LBE/MBE/WBE Employment Opportunity Goals. Developer agrees to use its "best efforts" (as defined on **Exhibit 13**) to comply with the goals set forth on **Exhibit 13**, attached hereto and made a part hereof, in order to identify and provide employment opportunities for local businesses and contractors, women and local minority owned businesses.

8.3 Consultants. After the conclusion of construction of the Improvements undertaken by Developer, Developer shall cause a written opinion that the Improvements were built substantially in accordance with the Plans and Specifications to be provided to the UG.

ARTICLE 9.
DEFAULT AND REMEDIES

9.1 Default Provisions. Developer shall be in default under this Agreement if:

(a) Developer fails to make any of the payments of money required by the terms of this Agreement or any of the Transaction Documents, including without limitation the Origination Fee and/or any of the Annual Payments required to be paid by Developer, and Developer fails to cure or remedy the same within thirty (30) days after the UG has given Developer written notice specifying such default;

(b) Developer fails to keep or perform any covenant or obligation herein contained on Developer's part to be kept or performed, and Developer fails to remedy the same within sixty (60) days after the UG has given Developer written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected;

(c) Developer fails to keep or perform any covenant or obligation on Developer's part to be kept or performed in the Bond Documents, and fails to cure or remedy the same within the period(s) provided under the Bond Documents;

(d) A default shall exist or occur with respect to any of the duties or obligations of Developer, or any Affiliates of Developer, under any of the Transaction Documents, and Developer fails to cure or remedy (or cause to be cured or remedied) the same within the period(s) provided under the Transaction Documents;

(e) Developer shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against Developer in a court having jurisdiction and said petition is not dismissed within sixty (60) days; or Developer makes an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Developer, and such appointment is not dismissed within sixty (60) days; or any execution or attachment shall issue against Developer whereupon the Project, or any part thereof, or any interest therein of Developer under this Agreement shall be taken and the same is not released prior to judicial sale thereunder (each of the events described in this subparagraph being deemed a default under the provisions of this Agreement); or

(f) Developer materially breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within thirty (30) days following Developer's receipt of written notice from the UG.

9.2 Rights and Remedies. The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. Whenever any default by Developer shall have occurred and be continuing, subject to applicable cure periods as set forth above, the UG may: (i) refuse to approve any further Certificates of Expenditure and make any further disbursements of STAR Bond Proceeds and/or CID Sales Tax Proceeds unless and until such default is cured by the Developer; (ii) terminate the CID; (iii) terminate any IRB financing provided under this Agreement; (iv) terminate this Agreement; (v) exercise any remedies provided to the UG under the Bond Documents (if, and to the extent that, Developer is in default thereunder); (vi) set-off any amounts due or owing from the Developer to the UG (including without limitation any amounts under or referred-to in Section 4.11) against any payment(s) due or owing from the UG to the Developer; and/or (vii) any other rights or remedies available to the UG at law or equity. Without limiting the generality of the foregoing, the UG shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. The UG shall additionally be entitled to any right and remedy provided to it in the Transaction Documents; provided, however, that, notwithstanding the foregoing or anything in this Agreement to the contrary, under no circumstances shall Developer ever be liable for any punitive, remote or consequential damages, including without limitation, lost tax revenues, in connection with this Agreement. The rights and remedies reserved by the UG under this Section 9.2 shall be subject to the terms and conditions of Section 4.2(j) and (n)(v) hereof. Failure by the UG to enforce any such rights shall not be deemed a waiver thereof. Additionally, the UG shall be entitled to any right and remedy provided to it in the Transaction Documents (if Developer is in default thereunder), and the remedies described in Sections 9.3 and 9.4 below.

9.3 Interest on Late Payments. Any payment of the Developer to the UG which is required hereunder which is not received by the UG within the cure period set forth in Section 9.1(a) above shall bear interest from the date originally due at the Prime Rate plus two percent (2%), or, if less, the maximum rate permitted by law.

9.4 Enforcement. In the event of any default by Developer hereunder, the UG may take such actions, or pursue such remedies, as exist hereunder, under any of the other Transaction Documents, or at law or in equity; and if the UG is the prevailing party in an action to enforce its remedies hereunder or under any of the other Transaction Documents, the UG shall be entitled to reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies.

9.5 Default by the UG. The UG shall be in default under this Agreement if the UG fails to keep or perform any covenant or obligation herein contained on the UG's part to be kept or performed, and the UG fails to remedy the same within thirty (30) days after Developer has given the UG written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the UG within such period and diligently pursued until the default is corrected. If a default by the UG occurs under this Agreement and is continuing, Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by the UG of any provision of this Agreement; provided, however, that the UG's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the UG be liable for any special, punitive, remote or consequential damages. Without limiting the generality of the foregoing, the Developer shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceedings in equity. Developer shall additionally be entitled to any right or remedy provided to it in the Transaction Documents; provided, however, that under no circumstances shall the UG ever be liable for remote or consequential damages. In the event of such default, Developer may take such actions, or pursue such remedies, as exist hereunder, under any of the other Transaction Documents, or at law or in equity. The rights and remedies reserved by Developer hereunder and those provided by law or equity shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. Failure by Developer to enforce any such rights shall not be deemed a waiver thereof.

ARTICLE 10.
MISCELLANEOUS

10.1 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

10.2 Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the appropriate Government Authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, war, terrorism, labor difficulties (including jurisdictional labor disputes), judicial or administrative writ, order or decree, legislative decisions or actions, or delay by, applicable local, State or federal governments, casualties at the job site and resulting in direct physical damage to the Project, or occurring off-site and directly disrupting or delaying the supply of labor or materials to the Project, moratoria on the issuance of applicable permits or other governmental approvals, any public health emergency, pandemic, or government mandated quarantine, travel ban or closure, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement ("Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 10.2 shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

10.3 Covenants of Parties.

(a) Representations and Warranties of Developer. Developer represents and warrants to the UG as follows:

(i) Organization. Developer is a Missouri not-for-profit corporation duly formed and validly existing under the laws of the State of Missouri. Developer is, or will be as of the Bond Closing, duly authorized to conduct business in the State and each other jurisdiction in which the nature of its properties or its activities requires such authorization. Developer shall: (1) preserve and keep in full force and effect its corporate or other separate legal existence, and (2) following the Bond Closing, remain qualified to do business and conduct its affairs in the State.

(ii) Authority. The execution, delivery and performance by Developer of this Agreement are within Developer's powers and have been duly authorized by all necessary action of Developer.

(iii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will, to Developer's actual knowledge, contravene the organizational documents of Developer or any provision of law, statute, rule or regulation to which Developer is subject, or to any judgment, decree, license, order or permit applicable to Developer, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which Developer is a party, by which Developer is bound, or to which Developer is subject.

(iv) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authorities or regulatory body or third party is required for the due execution and delivery by Developer of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authorities or regulatory body or third party is required for the performance by Developer of this Agreement or the consummation of the transactions contemplated hereby except for zoning, building and other customary permits to be obtained from the UG or other governmental units, or as otherwise provided herein.

(v) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with the terms hereof.

(b) Representations and Warranties of the UG.

(i) Authority. The execution, delivery and performance by the UG of this Agreement are within its powers and have been duly authorized by all necessary action.

(ii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the ordinances, rules, regulations of the UG or the laws of the State nor result in a breach, conflict with or be inconsistent with any terms, covenants, conditions or provisions of any indenture, agreement or other instrument by which the UG is bound or to which the UG is subject.

(iii) No Consents. Except as set forth in Section 3.1(a)(iii) and (v) hereof, no consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authorities or regulatory body or third party is required for the due execution and delivery by the UG of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authorities or regulatory body or third party is required for the performance by the UG of this Agreement or the consummation of the transactions contemplated hereby.

(iv) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of the UG enforceable against the UG in accordance with its terms.

10.4 Amendments. This Agreement may be amended, changed or modified only by a written agreement duly executed by the UG and Developer.

10.5 Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State.

10.6 Invalidity of Any Provisions. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

10.7 Headings. The Article and Section headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

10.8 Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Hand signatures transmitted by electronic mail in portable document format (PDF) or similar format are also permitted as binding signatures to this Agreement.

10.9 Time. Time is of the essence in this Agreement.

10.10 Consents and Approvals. Wherever in this Agreement it is provided that the UG or Developer shall, may or must give its approval or consent, the UG or Developer shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for Developer or the UG in any action concerning the other's reasonableness will be action for declaratory judgment and/or specific performance, and in no event shall either such party be entitled to claim damages of any type or nature in any such action. Where consent or approval of the UG is required in this Agreement, the parties understand and agree that the County Administrator may approve or consent to logistical and/or administrative matters that are related to effectuating the terms and conditions of this Agreement as currently contemplated herein, but (except as otherwise provided in this Agreement) any other consents or approvals which affect the nature, substance or policy objectives of the Agreement, or result in any change in the agreements hereunder from the UG's perspective, shall be granted or withheld by the UG's governing body in its sole discretion.

10.11 Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if: (i) delivered by nationally recognized overnight delivery service; (ii) delivered by electronic mail (with follow up within two (2) business days by United States Mail or by nationally recognized overnight delivery service); or (iii) delivered in person, in each case if addressed to the parties set forth below:

The Unified Government Clerk
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Suite 323
Kansas City, Kansas 66101
Telephone: 913-573-5260
Email: msparks@wycokck.org

with a copy to:

Angela Lawson
Acting Chief Counsel
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Suite 961
Kansas City, Kansas 66101
Telephone: 913-573-5060
Email: alawson@wycokck.org

and a copy to:

David Johnston
County Administrator
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, 9th Floor
Kansas City, Kansas 66101
Telephone: 913-573-5030
Email: djohnston@wycokck.org

and a copy to:

Todd A. LaSala, Esq.
Stinson Leonard Street LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Telephone: 816-842-8600
Email: todd.lasala@stinson.com

and a copy to:

Kevin Wempe, Esq.
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
Telephone: 816-221-1000
Email: kwempe@gilmorebell.com

and a copy to:

The STAR Bond Trustee
Security Bank of Kansas City
Attn: Corporate Trust Department
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66101
Telephone: 913-279-7946
Facsimile: 913-279-7960
and to Developer at:

American Royal Association
Attn: President and CEO
1701 American Royal Court
Kansas City, Missouri 64102
Telephone: (816) 221-9800
Email: jackiem@americanroyal.com

With a copy to:

Kevin Lee, Esq.
Polsinelli, PC
900 West 48th Place, Suite 900
Kansas City, Missouri 64112
Telephone: (816) 360-4323
Email: klee@polsinelli.com

All notices given by: (i) nationally recognized overnight delivery service, or (ii) electronic mail, and followed up by regular United States mail or nationally recognized overnight delivery service in accordance with the above procedures, shall be deemed duly given one (1) business day after they are so delivered. All notices given in person shall be deemed duly given when delivered.

10.12 Real Estate Commissions. Each party hereby agrees to indemnify and hold harmless the other from and against: (i) any and all, losses, liens, claims, judgments, liabilities, reasonable costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any duty or responsibility to pay any commission or make any other payment by either Developer or the UG; or (ii) arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Developer or on its behalf with any other broker, agent or finder in connection with this Agreement or the transactions contemplated hereby. Notwithstanding anything to the contrary contained herein, this Section 10.12 shall survive the Bond Closing or any termination of this Agreement.

10.13 Entire Agreement. Together with the Exhibits hereto, this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces all prior oral or written agreements concerning the subject matter hereof.

10.14 Run with the Land. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and shall run with the land. However, Developer shall remain liable in the event of a violation of any of the terms or restrictions set forth in Section 7.11 and 7.15 hereof. At the time of Bond Closing, the parties shall record against the Site a memorandum describing this Agreement in the Office of the Register of Deeds of Wyandotte County, Kansas.

10.15 Tax Implications. Developer acknowledges and agrees that: (a) neither the UG nor any of its officials, employees, consultants, attorneys or other agents has provided to Developer any advice regarding the federal or state income tax implications or consequences of this Agreement, and the transactions contemplated hereby; and (b) Developer is relying solely upon its own tax advisors in this regard.

10.16 Electronic Storage. The parties agree that the transactions described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Signature pages follow]

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

UG:

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:____
Tyrone Garner, Mayor/CEO

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on ______________________, 2025, by Tyrone Garner as Mayor/CEO of the Unified Government of Wyandotte County/ Kansas City, Kansas.

____
Printed Name:___________________________
Notary Public in and for said State
Commissioned in __________________ County

My Commission Expires:

____

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

DEVELOPER:

AMERICAN ROYAL ASSOCIATION

By:____________________________________
Name: Jackie McClaskey
Title: President and CEO

STATE OF _________________)
) SS.
COUNTY OF _______________)

This instrument was acknowledged before me on ________________________, 2025, by Jackie McClaskey, as President and CEO of the American Royal Association, a Missouri not-for-profit corporation.

____
Printed Name:_____________________________
Notary Public in and for said State
Commissioned in __________________ County

My Commission Expires:

____

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ANNEX 1

DEFINITIONS

"Additional Development" means supportive development that may be included in the Project, including development that is complimentary and consistent with the Improvements, as more particularly described in Section 2.2(d).

"Affiliate" means any person, entity or group of persons or entities which controls Developer or a majority of its principals, which Developer or a majority of its principals controls or which is under common control with Developer or a majority of its principals. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Ag HOF" means the National Agricultural Center and Hall of Fame as described in Section 8.1(i).

"Agreement" means this American Royal Amended and Restated Development Agreement by and between the UG and Developer.

"Agricultural Education Center" and "Agricultural Education Center Improvements" means a first class agricultural education center and museum, as described in Recital E and Section 2.2(b).

"American Royal Community Fund" means the internal fund to be established, owned, administered, managed and used by the UG pursuant to Section 8.1(m).

"Annual Payment(s)" means the annual payment(s) to be made by Developer to the UG as set forth in Section 8.1(m).

"Applicable Laws and Requirements" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by Government Authorities, and all requirements of any insurers. Applicable Laws and Requirements shall include, without limitation, the Development Plan, the CID Act, the STAR Bond Act, and the Kansas Cash Basis Law (K.S.A. 10-1101 *et seq.*) and Budget Law (K.S.A. 79-2925 *et seq.*).

"Approved Assignment" shall have the meaning set forth in Section 7.12.

"Assignee" shall have the meaning set forth in Section 7.12.

"Base Grant" means the Kansas Building a Stronger Economy grant program as described in Section 4.10.

"Base Year Revenues" means the combined State Collection and Local Collection from the STAR Bond District for the twelve (12) month period preceding December 1, 2016, as determined by the Kansas Department of Revenue, as described in Section 4.2(d)(i).

"BBQ Competition" means the American Royal World Series of Barbecue competition hosted annually by Developer described in Section 8.1(d).

"BBQ Uses" means those certain barbecue-related uses described in Recital E.

"Bond Closing" means, with respect to each issuance and/or series thereof, the date on which the particular issuance and/or series of STAR Bonds are issued, sold, and delivered publicly or privately, as described in Section 5.1.

"BPU" means the Kansas City Board of Public Utilities.

"Bond Documents" means the applicable STAR Bond Indenture and other documents related to the issuance of STAR Bonds (or particular issuance and/or series thereof, if more than one) for the Project, as described in Section 4.2(e).

"Casualty" means any fire, storm, earthquake, tornado, flood or natural disaster or other sudden, unexpected or unusual cause of damage or destruction.

"Casualty Escrow" means the net proceeds of any insurance available to Developer relating to damage or destruction of any portion of the Improvements, the net proceeds of condemnation or taking of any portion of the Improvements, or the net proceeds of any realization on title insurance paid into, and used in accordance with, a construction escrow agreement satisfactory to the UG, Developer and any Permitted Mortgagee, as further described in Section 7.10(a).

"Certificate of Expenditure" means the form attached hereto as **Exhibit 9** that Developer must submit to the UG in order to receive payment or reimbursement for Project Costs from net STAR Bond Proceeds or Pay-As-You-Go CID Financing, as further described in Section 4.7.

"Certificate of Insurance" means a current and accurate certificate of insurance for each coverage applicable to the Project, the Site, and the Improvements, and for all coverages required in Section 7.9 and **Exhibit 12**.

"CID" means the community improvement district established by the UG pursuant to the CID Act, as described in Recital H, and legally described on **Exhibit 5** and generally depicted on **Exhibit 6** attached hereto.

"CID Act" means K.S.A. 12-6a26 *et seq.*, as amended.

"CID Administrative Fee" means the portion of CID Sales Tax from the CID to be used to pay an administrative fee in an amount equal to one percent (1.0%) of the CID Sales Tax Proceeds received by the UG from the DOR which shall not apply to CID Sales Tax pledged to pay STAR Bonds, if any, as set forth in Section 4.3(e).

"CID Cap" means the figure set forth in Section 4.3(c) to be used as a limitation on the use of CID Sales Tax for reimbursement to Developer of any and all CID Eligible Expenses for the initial construction of the Project, as more particularly described in said Section 4.3(c).

"CID Collection Period" means the period of time in which CID Sales Tax shall be imposed and collected within the CID as set forth in Section 4.3(c).

"CID Eligible Expenses" means those Project Costs to be reimbursed with CID Sales Tax Proceeds as described in Section 4.3 if and the extent such Project Costs are eligible for payment or reimbursement pursuant to the CID Act.

"CID Petition" means that certain petition submitted by the Developer to the UG on or about __________, 2024, as described in Recital H.

"CID Ordinance" means the ordinance approved by the UG to create the CID, as described in Recital I.

"CID Sales Tax" means that certain one percent (1%) add-on CID sales tax imposed within the CID, as described in Recital H and Section 4.3(a).

"CID Sales Tax Proceeds" means the proceeds from the CID Sales Tax.

"CID Sales Tax Fund" means a separate fund and account established by the UG for collection of the CID Sales Tax Proceeds collected in the CID as described in Section 4.3(b).

"Completion Date" means those dates described in Section 6.10.

"Construction Documents" means those documents respecting the design, development, construction, equipping and completion of the Improvements pursuant to the terms of Section 6.3.

"Core Royal" and "Core Royal Improvements" shall have the meanings set forth in Section 2.2(a).

"Damaged Facilities" means any part or the whole of the Project to the extent that the same is damaged or destroyed by a Casualty as described in Section 7.10(b).

"Design Criteria" means the design criteria exhibit described in Section 6.2(a) and attached hereto as **Exhibit 10**.

"Developer" means American Royal Association, a Missouri not-for-profit corporation, or its successors or assigns as permitted hereunder.

"Development Plan" means the final development plan for the Project approved by the UG on March 13, 2023 (PR2023-009) as supplemented by such drawings and other Plans and Specifications for the Project submitted by Developer for permitting purposes, as described in Section 2.2 and generally depicted on the site plan attached as **Exhibit 7** attached hereto.

"District Plan" means that certain general development plan for the STAR Bond District identified in Ordinance No. O-75-16, as described in Recital A.

"DOR" means the Kansas Department of Revenue.

"Drop Dead Date" means the date certain described in Section 5.1.

"Effective Date" means the date of this Agreement first above written.

"Environmental Regulation" means any and all present and future laws, statutes, ordinances, rules, regulations and orders of any governmental authority having jurisdiction over the parties hereto or any portion of the Site or the Site and pertaining to the protection of human health, hazardous substances, pollution, or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as the same may be further amended from time to time (hereinafter collectively called "CERCLA").

"Excess Land" means that certain acreage within the STAR Bond District for contemplated future construction by others of an agricultural innovation campus, along with various retail and restaurant uses as described in Section 2.2(d).

"Existing Ground Lease" means that certain Ground Lease dated November 1, 2019 and referenced by a Memorandum of Ground Lease Agreement recorded with the Register of Deeds of Wyandotte County, Kansas on November 22, 2019 as Document No. 2019R16429, as subsequently assigned and amended by that certain Assignment and Assumption of Ground Lease and First Amendment to Ground Lease dated May 11, 2023 and referenced by a Memorandum of Assignment of and First Amendment to Ground Lease between Developer (as Tenant) and PFF RE KCK I, LLC (as Landlord), as may be further amended from time to time.

"Fair" means the Wyandotte County Fair Association and the County Fair Foundation as described in Section 8.1(f).

"Fair Events" means those events that the Fair may hold at the Core Royal and/or Agricultural Education Center pursuant to Section 8.1(f).

"Fair Property" means that the property owned by the Fair at 13700 Polfer Road in Kansas City, Kansas, as referenced in Section 8.1(g).

"Festival Grounds" means future development of an approximately 120-acre festival grounds on a portion of the Site located west of North 118th Street, as described in Section 2.2(c).

"50/50 Limitation" means the limit on the portion of Total Project Costs that can be reimbursed with STAR Bond Proceeds and CID Proceeds as defined and as set forth in Section 4.2(f) hereof.

"Financing Plan" means the financing plan for the Project required in connection with a Bond Closing as more particularly described in Section 3.1(a)(i).

"First Amended Project Plan" means the Amended Northwest Speedway STAR Bond District STAR Bond Financing Project Plan approved and adopted by the UG pursuant to Ordinance No. O-52-18, as described in Recital C.

"First Issuance" means the first issuance of STAR Bonds as set forth in Section 4.2(b).

"First Issuance Buyer" is a Qualified Third Party or an entity comprised by multiple Qualified Third Parties who are donors, investors, foundations, supporters and friends of the Developer, or other third-party capital sources, whether provided by or through the Developer underwriter(s) or otherwise, to buy the First Issuance of STAR Bonds as described in Section 4.2(b).

"Force Majeure" is defined in Section 10.2.

"Funding Agreement" means that certain agreement to fund certain costs between the UG and Developer, as amended, as described in Section 3.2.

"GAAP" means generally accepted accounting principles.

"General Contractor" means the contractor(s) selected pursuant to Section 6.3.

"Government Authorities" shall mean any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence.

"Hazardous Substance" means any substance that is defined or listed as a hazardous or toxic substance and which is regulated as such or may form the basis of liability under any present or future Environmental Regulation, or that is otherwise prohibited or subject to investigation or remediation under any present or future Environmental Regulation because of its hazardous, toxic, or dangerous properties, including, without limitation, (i) any substance that is a "hazardous substance" under CERCLA, and (ii) petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), only to the extent that the constituents of such synthetic gas are released or threatened to be released into the environment.

"Improvements" means the Core Royal Improvements, Agricultural Education Center Improvements, the Festival Grounds (if applicable) and Parking Improvements, along with the associate signage and landscaping to be constructed in the Project as referenced in Section 6.1.

"Incremental Tax Revenues" means all Incremental Tax Revenues collected within the STAR Bond District and described in Section 4.2(d).

"Insurance Specifications" means the insurance requirements on Developer in connection with the Project as generally described in Section 7.9.

"IRBs" means industrial revenue bonds as set forth in Section 3.1(a)(vi) and Section 4.9.

"KDOT" means the Kansas Department of Transportation.

"Landscape Plan" means the detailed plan for landscaping of the Site described in Section 6.2(b) and attached hereto as **Exhibit 11**.

"Local Collection" means the revenues collected within the STAR Bond District by the UG as provided in Section 4.2(d).

"Material Change" means any substantial change to any agreement, plan or other document referred to herein that requires approval of a Government Authority, which change would require changes to Developer's permits or approval of the applicable Government Authorities required by Applicable Laws and Requirements.

"Original Agreement" means that certain American Royal Development Agreement dated as of November 2, 2017, as amended by that certain First Amendment to American Royal Development Agreement dated as of December 6, 2018, as described in Recital D.

"Original Project Plan" means the Northwest Speedway STAR Bond District STAR Bond Financing Project Plan approved and adopted by the UG pursuant to Ordinance No. O-62-17, as described in Recital B.

"Origination Fee" means that $5,000,000 origination fee to be paid by Developer in connection with the IRBs for the Core Royal and the Agricultural Education Center as set forth in Section 4.9(b).

"Other Soft Costs" means the costs for legal fees, construction period interest and/or the other line items under the "Other Soft Costs" category in the Total Project Budget attached hereto as **Exhibit 8**.

"Parking Improvements" means any parking improvements provided for in Section 2.2(e).

"Pay-As-You-Go CID Financing" means the quarterly disbursements of CID Sales Tax Proceeds from the CID Sales Tax Fund described in Section 4.3(c).

"Permitted Encumbrances" means those matters affecting, or which may affect, the Site or Improvements (or any portion thereof), as defined and more fully described in Section 7.7.

"Permitted Mortgage" means the granting of any security interest placed on the Site and/or Improvements, or any part thereof, by or through Developer in connection with any construction or permanent financing of the Project as described in Section 7.7.

"Permitted Mortgagee" means the holder of the Permitted Mortgage.

"Permitted Uses" means those uses generally described in Section 7.2(a).

"Person" shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body or government or other entity.

"Plans and Specifications" means those plans and specifications generally described in Section 6.2.

"Plaza at the Speedway" means that certain portion of the STAR Bond District located north of Parallel Parkway and east of N 110th Street / Hutton Road, as generally depicted in yellow shading on **Exhibit 2** attached hereto.

"Prime Rate" means the prime rate reported in *The Wall Street Journal*. If *The Wall Street Journal* ceases publication of the Prime Rate, then "Prime Rate" shall mean the "prime rate" or "base rate" announced by a mutually-agreeable equivalent publication that evaluates the same criteria as *The Wall Street Journal* to report such rate.

"Private Contribution" means Private Contribution of private capital to construct the Project as described in Section 4.10.

"Project" means that certain venture to be constructed, developed and completed, including those Improvements to be undertaken by Developer, as described in Recital E, Section 2.2, and elsewhere in this Agreement.

"Project Costs" means any and all costs of the Project.

"Project Plan" means, the Second Amended and Restated Northwest Speedway STAR Bond District STAR Bond Financing Project Plan approved by the UG on __________, 2025, replacing the First Amended Project Plan in its entirety.

"Qualified Third Parties" means "qualified institutional buyers" or "accredited investors", as described in Section 4.2(n)(vii).

"Refinancing Issuance" means the refinancing of the First Issuance with a public sale of STAR Bonds as more particularly described in Section 4.2(c).

“School Districts” means USD 202, USD 203, USD 204, and USD 500, as described in Section 8.1(e).

“School Districts Events” means those events that School Districts may hold at the Core Royal and/or Agricultural Education Center pursuant to Section 8.1(e)

"Secretary" means the Secretary of Commerce for the State of Kansas.

"Signs" means any signage for the Site and Improvements provided for in Section 2.2(f).

"Site" means that portion of the STAR Bond District upon which Developer is to design, construct and complete the Project, as legally described on **Exhibit 3** and generally depicted on **Exhibit 4** attached hereto.

"STAR Bond Act" means the Kansas STAR Bond Act, K.S.A. § 12-17,160 *et seq*., as amended.

"STAR Bonds" means the Sales Tax Special Obligation Revenue Bonds to be issued by the UG, in one or more issuances and/or series, pursuant to this Agreement and the STAR Bond Indenture in connection with the development of the Project, including any refinancing of any such bonds.

"STAR Bond Cap" means One Hundred Fifty-Five Million Dollars ($155,000,000) of net STAR Bond Proceeds as set forth in Section 4.2(a).

"STAR Bond Collection Period" means a period of twenty (20) years commencing on the effective date of the ordinance approving the Project Plan as described in Section 4.2(d)(i).

"STAR Bond Costs" means Project Costs to be paid with STAR Bond Proceeds if and the extent to which such Project Costs are eligible for payment pursuant to the STAR Bond Act.

"STAR Bond District" means that certain STAR Bond project district established by the UG pursuant to the STAR Bond Act and Ordinance No. O-75-16, and as legally described on **Exhibit 1** and generally depicted on **Exhibit 2** attached hereto.

"STAR Bond Indenture" means, with respect to a particular issuance and/or series of the STAR Bonds, the bond trust indenture to be entered into between the UG and the STAR Bond Trustee thereunder, as amended and supplemented from time to time, relating to the issuance of such STAR Bonds.

"STAR Bond Proceeds" means the net proceeds from the STAR Bonds, exclusive of financing costs, issuance-related fees, and applicable reserves.

"STAR Bond Project Fund" means the separate account to be established and maintained into which 100% of all net STAR Bond Proceeds from any STAR Bonds issued for the Project shall be deposited, and disbursed therefrom to Developer pursuant to this Agreement to pay and/or reimburse STAR Bond Costs.

"STAR Bond Revenue Fund" means the separate fund or account to be established and maintained for collection of the Incremental Tax Revenues collected in the STAR Bond District for a particular issuance and/or series of STAR Bonds, as described in Section 4.2(e) of this Agreement.

"STAR Bond Trustee" means the institution serving as trustee for STAR Bonds under the STAR Bond Indenture for such STAR Bonds.

"State" means the State of Kansas.

"State Collection" means the revenues collected within the STAR Bond District by the State as provided in Section 4.2(d).

"Substantial Completion" or "Substantially Completed" means the stage in the progress of the construction of the Project, or as to any particular portion thereof, when said construction is sufficiently complete so that the Project or such particular portion can be occupied or utilized for its intended use (which shall be evidenced by the receipt of a temporary certificate of occupancy).

"Term" means the term of this Agreement as set forth in Section 7.1.

"TGT Collection" means the revenues collected from transient guest taxes levied within the STAR Bond District as provided in Section 4.2(d)(i).

"Total Project Budget" means the estimated Project budget attached hereto as **Exhibit 8**.

"Total Project Costs" or "Project Costs" means any and all costs of acquiring, planning, designing, constructing, developing, equipping, furnishing and completing the Improvements, an estimate of which costs is more particularly described in **Exhibit 8** hereof.

"Transaction Documents" means this Agreement and, with respect to the STAR Bonds and each issuance and/or series thereof, the STAR Bond Indenture and the other Bond Documents relating to such STAR Bonds or particular issuance and/or series (as applicable).

"UG" means the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation organized and existing pursuant to the laws of the State of Kansas as a consolidated city-county having all of the powers, functions, and duties of a county and city of the first class.

EXHIBIT 1

Legal Description of STAR Bond District

All that part of the Northeast Quarter and Southeast Quarter of Section 4, and all that part of Section 3, and all that part of the north half of Section 2, all in Township 11 South, Range 23 East, all that part of Lot 1, PIPER PLAZA, all that part of Lots 1, 2, 3, 4, and 5 of PIPER PLAZA SECOND PLAT, all that part of Lots 1 and 2 SECURITY BANK, all that part of Lots 14, 24, 25 and C of PLAZA AT THE SPEEDWAY, and all that part of Lots D and 53, PLAZA AT THE SPEEDWAY SECOND PLAT, and all that part of Lots 38, 39, 40, 41, and 42, PLAZA AT THE SPEEDWAY THIRD PLAT, and all that part of Lots 43, 44, 45, 46, 47, 48, 49, 50, 51, and 52, PLAZA AT THE SPEEDWAY FOURTH PLAT, and all that part of Lots 53, 54, and 55, PLAZA AT THE SPEEDWAY FIFTH PLAT, and all that part of Lots 56, 57, Tract E1, and Tract E2, PLAZA AT THE SPEEDWAY SIXTH PLAT, and all that part of the Southeast Quarter and Southwest Quarter of Section 34, and all that part of the Southeast Quarter of Section 33, both in Township 10 South, Range 23 East, all being in the City of Kansas City, Wyandotte County, Kansas being generally described as follows: Beginning at the intersection of the south right-of-way line of Parallel Parkway and the west right-of-way line of N. 118th Street, thence southerly, with the west right-of-way line of N. 118th Street to the north line of Parcel 953101; thence westerly with the north line of parcel 953101, to the northwest corner of said Parcel 953101; thence southerly, with the west line of Parcel 953101, and with the west line of Parcels 953103 and 953104 to the north right-of-way line of State Avenue; thence easterly, with the north right-of-way line of State Avenue to the east right-of-way line of N. 110th Street; thence northerly, with the east right-of-way line of N. 110th Street, to the south right-of-way line of Parallel Parkway; thence easterly, with the south right-of-way line of Parallel Parkway, to the west right-of-way line of Village West Parkway; thence northerly, with the west right-of-way line of Village West Parkway, to the north right-of-way line of Parallel Parkway; thence easterly, with the north right-of-way line of Parallel Parkway, to the easterly line of PLAZA AT THE SPEEDWAY SIXTH PLAT; thence northerly, with the east line of PLAZA AT THE SPEEDWAY SIXTH PLAT to the northeast corner thereof; thence westerly, with the north line of PLAZA AT THE SPEEDWAY SIXTH PLAT, to the northwest corner thereof, said point also being on the easterly line of PLAZA AT THE SPEEDWAY FIFTH PLAT; thence westerly and northerly, with the easterly line of PLAZA AT THE SPEEDWAY FIFTH PLAT, to the northeast corner thereof; thence westerly, with the north line of PLAZA AT THE SPEEDWAY FIFTH PLAT, and with the north line of PLAZA AT THE SPEEDWAY, to the northwest corner thereof, said point being on the east right-of-way line of Hutton Road; thence southwesterly, with the easterly right-of-way line of Hutton Road to the north right-of-way line of Parallel Parkway; thence westerly, with the north right-of-way line of Parallel Parkway, to the intersection of the north right-of-way line Parallel Parkway and the northerly prolongation of the west right-of-way line of N. 118th Street; thence southerly, with the northerly prolongation of the west right-of-way line of N. 118th Street, to the point of beginning.

Except all of Lot 1, LEGENDS APARTMENTS, and except all of Lot 1, VILLAGE WEST APARTMENTS, and except 3.6 acres more or less described in Book 1861 at Page 550.

The above described tract contains approximately 550 acres, more or less.

EXHIBIT 2

General Depiction of STAR Bond District

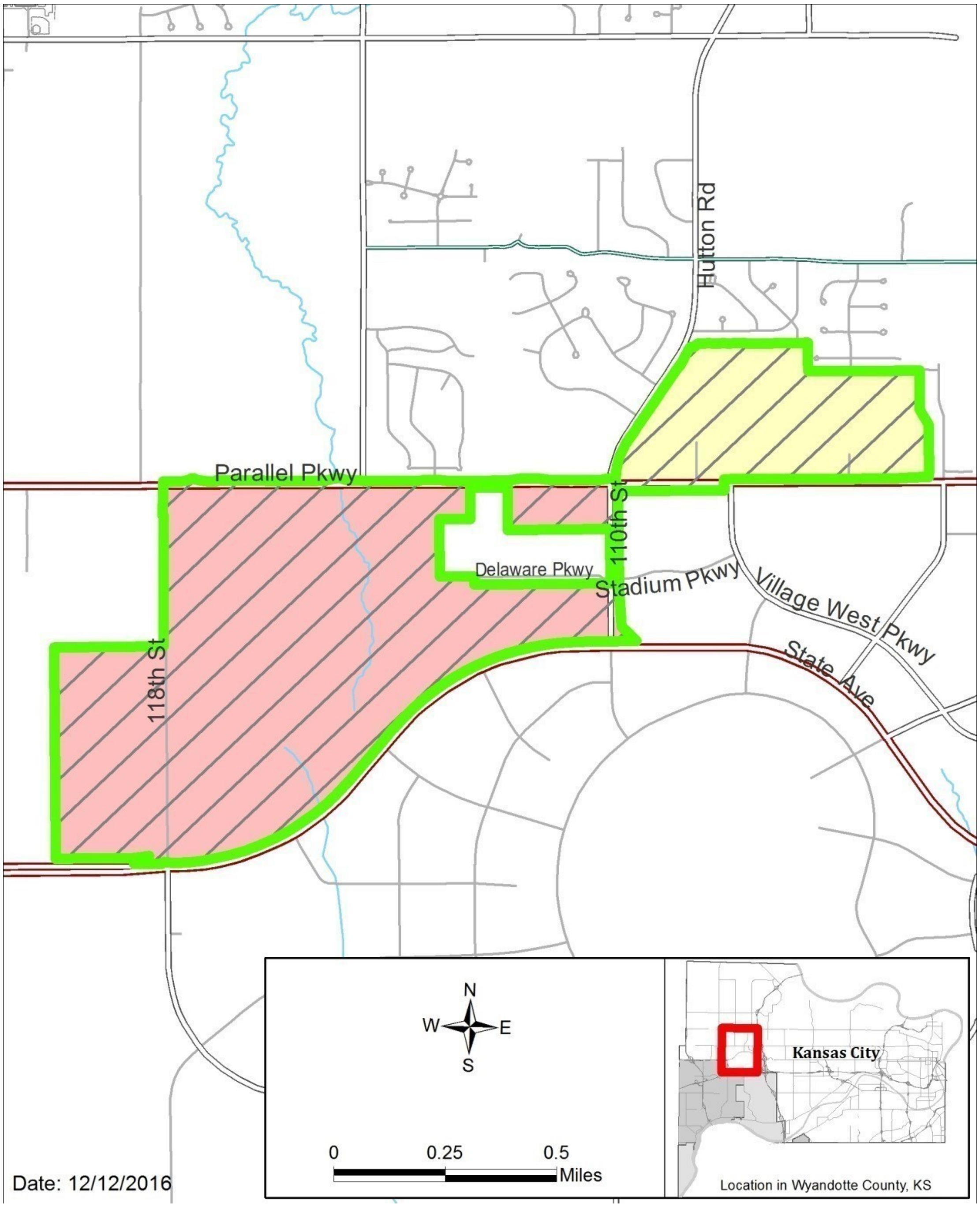

EXHIBIT 3

Legal Description of Site

LOT 1 AND TRACTS A, B, C, AND D, AMERICAN ROYAL SECOND PLAT, A SUBDIVISION OF LAND IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS AND ALSO LOT 3 AND TRACTS E, F, G, H, AND I, AMERICAN ROYAL, A SUBDIVISION OF LAND IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

EXHIBIT 4

General Depiction of Site

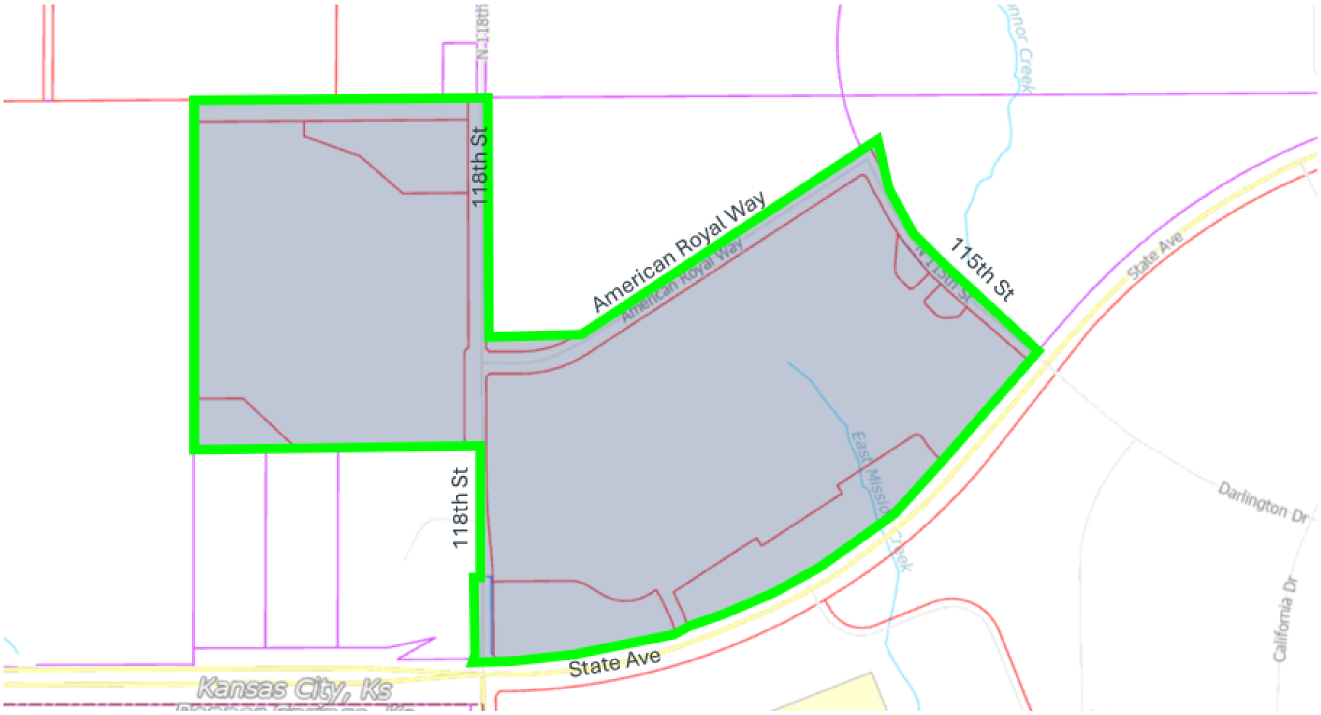

EXHIBIT 5

Legal Description of CID

LOT 1 AND TRACTS A, B, C, AND D, AMERICAN ROYAL SECOND PLAT, A SUBDIVISION OF LAND IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS AND ALSO LOT 3 AND TRACTS E, F, G, H, AND I, AMERICAN ROYAL, A SUBDIVISION OF LAND IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

EXHIBIT 6

General Depiction of CID

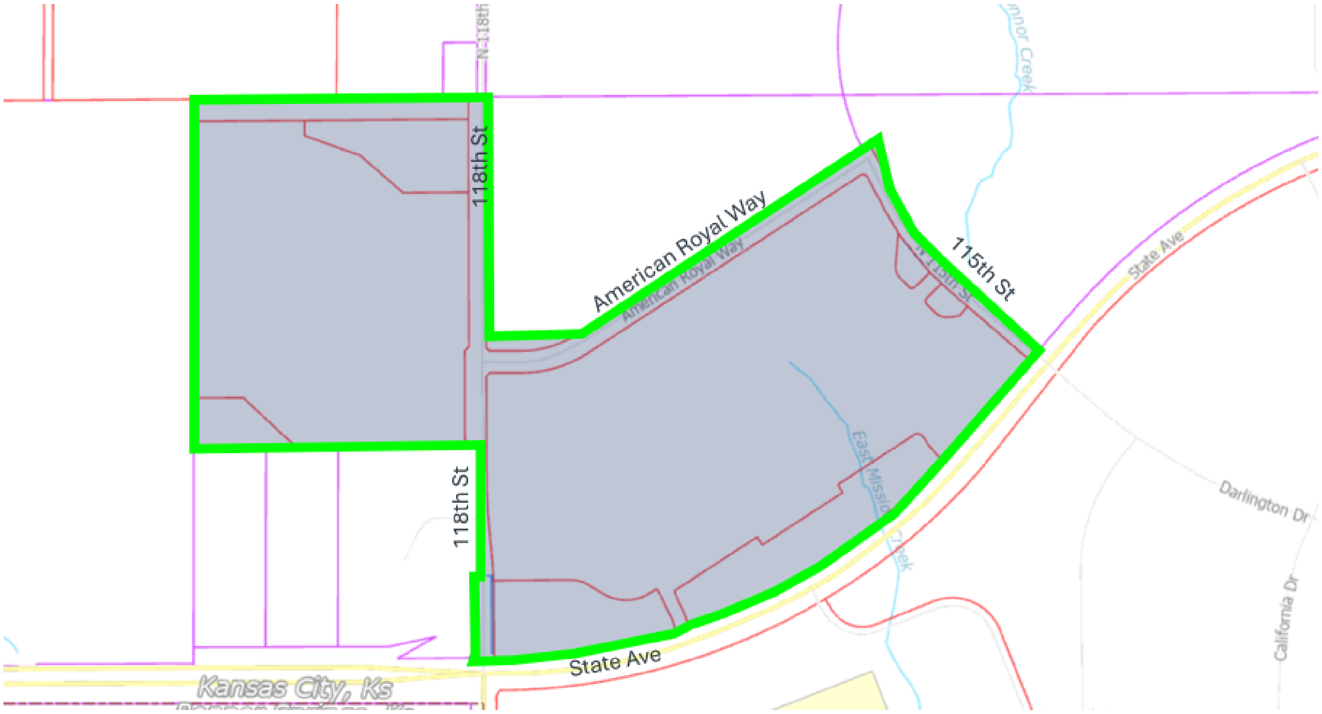

EXHIBIT 7

Development Plan

EXHIBIT 8

Total Project Budget

GENERAL COST CATEGORIES	PROJECT COST Estimates	STAR BOND COST Estimates	CID ELIGIBLE EXPENSE Estimates
Land Costs			
Property Acquisition	$ 10,000,000	$ -	$ -
Subtotal:	$ 10,000,000	$ -	$ -
Sitework			
Grading, Utiilities, Paving, Landscaping	$ 23,000,000	$ 23,000,000	$ 23,000,000
Subtotal:	$ 23,000,000	$ 23,000,000	$ 23,000,000
Infrastructure			
115th - AR Way to State	$ 2,000,000	$ 2,000,000	$ 2,000,000
118th - from State to north end of Site	$ 3,000,000	$ 3,000,000	$ 3,000,000
Am. Royal Way (from 118th to 115th)	$ 6,000,000	$ 6,000,000	$ 6,000,000
Utility Development Fees	$ 1,000,000	$ 1,000,000	$ 1,000,000
Subtotal:	$ 12,000,000	$ 12,000,000	$ 12,000,000
Construction			
Exhibition Hall/Barns	$ 80,000,000	$ 80,000,000	$ 80,000,000
Arenas (Main/MP/Outdoor)	$ 85,000,000	$ 85,000,000	$ 85,000,000
Office HQ & Comm/Community Kitchen	$ 12,000,000	$ 12,000,000	$ 12,000,000
Event Support and Storage Facilities	$ 8,000,000	$ 8,000,000	$ 8,000,000
Agricultural Education Center	$ 47,000,000	$ 47,000,000	$ 47,000,000
FF&E (incl. educational exhibits)	$ 34,000,000	$ 34,000,000	$ 34,000,000
Contingency	$ 11,705,883	$ 11,705,883 **	$ 11,705,883 **
Subtotal:	$ 277,705,883	$ 277,705,883	$ 277,705,883
Design & Entitlements			
Design & Engineering Fees / Design	$ 29,000,000	$ 29,000,000	$ 29,000,000
Planning, Zoning, Permitting & Other Fees	incl.	incl.	incl.
UG Origination Fee	$ 5,000,000	$ -	$ -
Subtotal:	$ 34,000,000	$ 29,000,000	$ 29,000,000
Other Soft Costs			
Legal & Other (Non-Design/Const.) Prof. Svc. Fees	$ 10,000,000	$ -	$ -
Project Overhead	$ 3,500,000	$ -	$ -
Subtotal:	$ 13,500,000	$ -	$ -
Contingency			
Owner Cont.	$ 5,000,000	$ 5,000,000 **	$ 5,000,000 **
Ongoing Maintenance/Operations			
"Costs" of a "Project" per CID Act	$ up to CID Cap	$ -	$ up to CID Cap
TOTALS	**$ 375,205,883**	**$ 346,705,883**	**$ 346,705,883**

** Contingency eligible to the extent connected to one or more otherwise eligible "STAR Bond Costs" and/or "CID Eligible Expenses," as applicable.

<u>NOTE</u>: The costs set forth above are estimates only, and subject to change in compliance with this Agreement. Subject to the terms of Section 4.6 and the balance of the Agreement, costs set forth above may be shifted among line items.

EXHIBIT 9

Form Certificate of Expenditure

CERTIFICATE OF EXPENDITURES
AMERICAN ROYAL IMPROVEMENTS

Date:
Certification #

Governing Body of the Unified Government

The American Royal Association, a Missouri not-for-profit corporation ("Developer"), in accordance with the American Royal Amended and Restated Development Agreement dated _____________, 2024 (the "Agreement"), between the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") and Developer, presents this Certificate Expenditure ("Certificate"), certifying as follows:

1. All amounts submitted herewith ("Amounts") are expenses for STAR Bond Costs ***[and/or CID Eligible Expenses]*** that are payable, or reimbursable to Developer, under the terms and conditions of the Agreement.

2. All Amounts have been advanced by or on behalf of Developer, successors, assigns, tenants, or transferees for STAR Bond Costs ***[and/or CID Eligible Expenses]*** in accordance with the Agreement and represent the fair value of work, materials or expenses.

3. No part of such Amounts has been the basis for any previous request for reimbursement under the Agreement.

5. This Certificate complies with all Applicable Laws and Requirements in accordance with the Agreement, including without limitation the Kansas False Claims Act (K.S.A. § 75-7501 *et. seq.*).

4. Developer has not breached and is not in default or violation of any representation, warranty, or covenant under the Agreement.

5. All insurance policies which Developer is responsible for under the Agreement are in full force and effect and that Developer is in compliance, in all material respects, with all other terms of the Agreement.

The total of all Amounts requested for reimbursement by this Certificate is $_______________ which amount is itemized on **Attachment A** attached hereto and which Attachment A includes________page(s), is incorporated herein by reference and has been signed by the authorized representative of Developer who signed this Certificate.

Certified: AMERICAN ROYAL ASSOCIATION	Approved:
Signed: ____	____ UG Representative
By: ____	
Its: ____	

ATTACHMENT A

TO CERTIFICATION OF EXPENDITURES
AMERICAN ROYAL IMPROVEMENTS

PAGE _____ OF _____

Date:__________________

Certification # _____________

DESCRIPTION OF EXPENSE
(ATTACH ADDITIONAL SUPPORTING DOCUMENTATION) **Amount of Expense**

1.____ $ ______________________________

2.____ $ ______________________________

3.____ $ ______________________________

4.____ $ ______________________________

TOTAL EXPENSES $ ______________________________

____
Signature of Developer

EXHIBIT 10

Design Criteria

[TO BE ATTACHED FROM APPROVED DP]

EXHIBIT 11

Landscape Plan

[TO BE ATTACHED FROM APPROVED DP]

EXHIBIT 12

Insurance Specifications

1. Worker's Compensation. Developer may self-insure, to the extent allowed by applicable law. The self-insured retention shall be that which is standard in the industry. Developer will then purchase excess Worker's Compensation Insurance with statutory limits over the self-insured retention. If self-insurance is not available under applicable state law, coverage will be purchased in accordance with the statutory requirements.

2. Comprehensive General Liability. Developer will purchase and maintain with primary limits of $2,000,000.

3. Automobile Liability. Developer will purchase and maintain with primary limits of $1,000,000.

4. Excess Liability. Developer will purchase and maintain excess liability insurance in an amount not less than $5,000,000.

5. Special Perils Form Property Insurance. Developer will purchase on a replacement cost basis. Deductibles and limits will be standard to those in the industry, and the policy shall include an "Agreed Amount" endorsement.

EXHIBIT 13

LBE/MBE/WBE PARTICIPATION AND EMPLOYMENT OPPORTUNITY AGREEMENT

This Exhibit sets forth the goals for the utilization of local business, minority, and women enterprises and local resident, minority, and women participation and equal employment opportunity referenced in Section 8.2 of the American Royal Amended and Restated Development Agreement (the "Agreement") between the Unified Government of Wyandotte County/Kansas City, Kansas ("UG") and American Royal Association ("Developer"). The parties agree as follows:

I. SCOPE

These procedures are applicable to the design, construction, and development of the Project, whether performed by or on behalf of Developer, and including:

A. During the Term of the Agreement, Professional Services, which shall include but not be limited to architectural, engineering, planning, appraisal, public relations, and other similar services related to design, development, and Construction of the Project, but not including: (i) Specialized Services, or (ii) legal, architectural and pre-construction consulting services already contracted for prior to the Effective Date of the Agreement (as defined herein), which shall specifically be excluded from both the numerator and the denominator in determining whether the Professional Services goals set forth herein have been met; and

B. Construction, including but not limited to all aspects of the Construction of the Project and all related facilities, including labor, materials and supplies, and construction-related services, whether undertaken by or on behalf of Developer, but not including (i) Specialized Services, (ii) Professional Services, or (ii) pre-construction consulting services already contracted for prior to the Effective Date of the Agreement (as defined herein), which shall specifically be excluded from both the numerator and the denominator in determining whether the Construction goals set forth herein have been met.

II. DEFINITIONS

All capitalized terms used in this Exhibit shall have the meaning ascribed to them in Annex 1 to the Agreement and made a part thereof, or as otherwise set forth herein.

A. "Construction" means all aspects of the design, development, and construction of the Project, including without limitation labor, materials and supplies, and construction-related services, whether performed or contracted for by or on behalf of Developer. Construction shall not include: (1) services performed or associated with tenant improvements or any services requested by tenants of the Project, provided that this exception shall only apply to tenants who are third parties unaffiliated with Developer, (2) Specialized Services, (3) Professional Services, or (4) pre-construction consulting services already contracted for prior to the Effective Date of the Agreement (as defined herein).

B. "Contractor" means the Proposer selected by Developer for the design, development, or construction of the Project.

C. "Local Business Enterprise or LBE" means a business headquartered or which maintains a Substantial Local Office that performs the significant functions of the business in Wyandotte County or a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and whose day-to-day management is under the control of an individual residing in Wyandotte County. There is no formal certification process for LBE designation and it is determined and assigned based upon the criteria referenced in this definition and payment of all applicable Wyandotte County taxes and/or licensing fees.

D. **"Local Resident"** means an individual that, during his or her employment with the Project, maintains his or her place of domicile in Wyandotte County, Kansas.

E. **"Minority Business Enterprise or MBE"** means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of a person who is a member of an American ethnic minority group including African-American, Asian-Indian, Asian-Pacific, Hispanic and Native American.

F. **"Professional Services"** means advisory or consulting activities including, but not limited to, architectural, engineering, accounting, financial, marketing, environmental studies, medical doctors, and financial services contracted for by or on behalf of Developer for the design, development, and Construction of the Project, but specifically excluding: (1) services that have historically been sourced and provided at the holding company level by Developer (such as legal services, and accounting services, for example); (2) Specialized Services, or (3) legal, architectural and pre-construction consulting services already contracted for prior to the Effective Date of the Agreement (as defined herein).

G. **"Proposer"** means a person who submits a proposal in response to a solicitation for proposals issued by Developer or one of its Contractors with respect to the design, development, or Construction of the Project or with respect to the annual operations of the Project.

H. **"Specialized Services"** means expertise, services or products, the application of which are unique to the business of the Project and which are only available through sole or limited source providers or national vendors including, but not limited to, the following: superflat concrete floors, vendor displays and racks, log construction, murals, mountain and exterior water feature displays (excluding plumbing), aquariums, mounts, and bronze sculptures.

I. **"Substantial Local Office"** means an office operated and financially supported by a firm that has sufficient space, staff, and equipment to carry on the local business of the firm and that is engaged in significant, on-going local involvement with the business community in Wyandotte County, Kansas.

J. **"Women Business Enterprise or WBE"** means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of one or more women who are U.S. citizens or legal resident aliens.

III. DESIGN, DEVELOPMENT, AND CONSTRUCTION

A. GOALS FOR LBE/MBE/WBE PARTICIPATION.

1. Construction Goals.

Developer will use its best efforts, as defined in Section III.C.3.b., to meet the following goals based upon the total cost of the Construction and Professional Services, respectively, to complete the Project, but not including Specialized Services. In no event shall Developer be required to incur higher costs as a result of its commitment to attempt to meet such goals. These goals are based upon a disparity study performed for the Kansas City Metropolitan Area for LBE, MBE, and WBE participation. These goals are not to act as quotas or set asides.

	Construction	Professional Services
LBE	18%	18%
MBE	15%	13%
WBE	7%	8%

It is the intent of the UG to give preference to the utilization of LBEs so long as all other factors relating to the award of an individual contract are equal. If the factors relating to an award of an individual contract are equal, Developer shall give preference to the utilization of LBEs over the utilization of MBEs and WBEs. The Developer shall strive to meet each individual goal listed.

2. Contract Specific Goals.

Where appropriate, the UG may agree to different specific goals for specific elements of the Project to be awarded by Developer, when proposed by Developer, relating to the construction of the Project, based upon the availability of qualified LBEs and certified MBEs and WBEs to perform the specific scopes of work delineated in Developer's Project Utilization Plan.

3. Eligibility for Credit.

a. Only LBE businesses that are qualified and/or MBE or WBE businesses that are certified or undergoing certification by the Kansas Department of Commerce, the City of Kansas City, Missouri, the State of Missouri, the Missouri Department of Transportation, the MidAmerica Minority Business Development Council, and/or the Women's Business Enterprise National Council, or any other applicable or appropriate public or private entity or other entity mutually acceptable to the UG and the Developer (each, an "approved" business) may be counted towards the participation goals in Section III.A.1. above.

b. In the event that a contract has been awarded on the Project to an approved LBE, MBE, or WBE business, and such LBE, MBE, or WBE business later becomes unapproved prior to the completion and acceptance of all the work to be provided under such contract, then Developer shall nonetheless receive credit towards the goal for the entire portion of work performed or services provided up to the point such business becomes unapproved.

4. Construction Workforce.

a. Recruitment and Outreach. Developer will use its best efforts to employ and to ensure its Contractors employ Local Residents, minorities, and women in all aspects of the Construction of the Project, except for Specialized Services. These efforts shall include but not be limited to:

i. advertising in appropriate publications describing the work available, pay scales, and application procedures and maintaining a log or copies of these ads showing the date of publication and identifying the publication;

ii. working with local community organizations, minority and women's community organizations, and other appropriate organizations to seek qualified Local Residents, minorities, and women (a list of these organizations may be provided by the UG upon request); and

iii. working with the UG to promote diversity and inclusion in all aspects of the Construction of the Project.

Documentation of these and any other steps taken shall be submitted to the UG in connection with each submission of Certificates of Expenditure by Developer.

b. Employment Procedures. Developer and its Contractors shall implement equal employment opportunity hiring and job action procedures as those terms are commonly understood.

B. CONSTRUCTION UTILIZATION PLANS.

1. Submissions, Content, and Fulfillment of Utilization Plan.

a. Fourteen (14) calendar days before the solicitation of the first proposal for the Construction of part of the Project, which is issued by Developer after the execution of the Agreement, Developer shall submit a Construction Utilization Plan to the UG. The Construction Utilization Plan shall be on the form attached to this Agreement as Attachment A or on another form provided or approved by the UG. This Construction Utilization Plan shall set forth, to Developer's actual knowledge: all categories of work that will be covered within solicitations that Developer or its Contractors intend to issue for all Construction and Professional Services providers necessary for the Construction of the Project; an estimate of the dollar value of all work covered by these solicitations; an estimate of the dollar value of work within each identified work category; the dollar value of the work for each identified work category that is projected to be performed by LBEs, MBEs, and WBEs; any known potential joint ventures with LBEs, MBEs, and WBEs within each identified work category; an overall schedule of all work projected to be performed related to the Construction of the Project, laid out sequentially over time; and the actions Developer intends to take, with respect to these solicitations, to make best efforts to meet the goals set forth in Section III.A.1. of this Exhibit.

b. The Developer, in this Construction Utilization Plan, shall designate one person as the Project Manager to serve as the point of contact with the UG on all matters related to the Construction Utilization Plan. Developer shall provide the Project Manager's name, physical office address, e-mail address, and phone number to the UG.

c. The goals of Section III.A.l. may be met by the expenditure of dollars with approved LBE, MBE, or WBE prime contractors, material suppliers, subcontractors, or through joint ventures with approved LBEs, MBEs, or WBEs.

i. Certified MBE and WBE prime contractor Proposers may count their own participation toward each goal for which they qualify, and may divide their participation between two goals, but the participation may not be double-counted. These prime contractor Proposers shall receive credit towards the goals for the dollar value of the contract.

ii. Approved or certified MBE, WBE, or LBE material suppliers, regular dealers, and manufacturers shall be credited towards the goals for the dollar value of the contract.

iii. A joint venture involving an approved LBE, MBE, or WBE as a partner may be counted towards the applicable goal only to the extent of the dollar amount that the approved LBE, MBE, or WBE is responsible for and at risk, except, however, if the LBE/MBE/WBE is the majority partner in the joint venture, the entire joint venture contract amount shall be counted, less any work subcontracted to the non-LBE/MBE/WBE joint venture partner. To receive credit, the approved LBE, MBE, or WBE must be responsible for a clearly defined portion of the work, profits, risks, assets, and liabilities of the joint venture.

iv. Participation by a certified MBE owned by a minority woman may be counted as MBE participation or as WBE participation; however, this participation cannot be double counted. A certified MBE or WBE may also be counted towards the LBE goal, if qualified as LBE. The amount of participation by these businesses may be divided between the MBE or the WBE goals but may not be double-counted. A qualified LBE, which is certified as MBE and WBE, shall be counted toward the LBE and the MBE or WBE goals, but shall not be counted toward both the MBE and WBE goals.

v. Only the participation of LBEs, MBEs, and WBEs that provide a commercially useful function required for the work of the specific solicitation shall be counted toward achievement of the goals. The LBE, MBE, or WBE must be responsible for the execution of a distinct element of the work by actually performing, managing, or supervising its function in the work identified in the solicitation. Brokering is not credited. Purchases from LBEs, MBEs, and WBEs that constitute indirect or general overhead costs to a projected Proposer's business may not be counted toward the goals. Costs directly incurred solely to perform the work with respect to a Project contract may be counted toward the goals.

2. <u>Evaluation of Utilization Plans.</u>

a. The UG will review the Developer's Construction Utilization Plan respecting each category of work identified by Developer. In conducting its review, the UG shall evaluate the extent to which the actions Developer proposes constitute best efforts, as set forth is Section III.C.3.b. below. In no event shall Developer or any of its Contractors be required to engage any LBE, MBE, or WBE that is not the low bidder or is not qualified or capable of performing the work to acceptable standards in the reasonable discretion of Developer.

b. Changes to the Construction Utilization Plan shall be reviewed and approved or rejected by the UG within 30 days after submission of the same by Developer, and the same shall be deemed to be approved by the UG if not rejected within said 30 days. All such approved changes shall become effective upon the date that the same are approved (or deemed approved) by the UG.

C. CONTRACT AWARD COMPLIANCE PROCEDURES.

1. Solicitation Documents.

The solicitation documents for each contract for which goals are established shall contain a general description of the requirements set forth in this Exhibit; the LBE, MBE, and WBE goals; and the areas of projected subcontracting. Five (5) calendar days before the issuance of each solicitation, Developer shall submit the solicitation documents and the bid list to the UG. This submittal is mandatory for each bid subject to LBE/MBE/WBE goals.

2. Developer's Report of Solicitation Results.

Within seven (7) working days after the date set for receipt of proposals by each solicitation issued for Developer for the Construction of the Project, the Project Manager shall submit to the UG, on a form provided or approved by the UG, a Report of Solicitation Results (the "Report") fully describing all proposals received in response to the solicitation. The Report shall: (1) state the estimated total dollar value of the work covered by the solicitation; (2) state the names of all Proposers; (3) state the total dollar value of work covered by proposals submitted by approved LBEs, MBEs, and/or WBEs (for both Construction and Professional Services); (4) provide all relevant information concerning each joint venture Proposer; and (5) state the name of all subcontractors to Proposers (to the extent then available) that are approved LBEs, MBEs, and/or WBEs, and the dollar value of work covered by proposed subcontracts between Proposers and LBEs, MBEs, and/or WBEs. The Report shall also indicate to which of the Proposers, including joint venture Proposers, the Developer or any of its Contractors is intending to award contacts resulting from the solicitation. In addition, with respect to any LBE, MBE, or WBE goal established in the Construction Utilization Plan that it appears from the proposals received will not be met, Developer shall include in the Report a precise description of all best efforts it has undertaken or caused to be undertaken to meet the established goals. These submittals are mandatory for all solicitations subject to LBE/MBE/WBE goals.

3. UG Review of Developer's Report of Solicitation Results.

a. Within seven (7) calendar days of receiving a Report for review, the UG, based on its review of the Report, shall advise the Developer whether it appears that, in light of Developer's indication of the Proposers to whom it intends to award contracts, Developer will meet the goals for work to be performed by LBEs, MBEs, and WBEs set forth in the Construction Utilization Plan or if not, whether Developer has established best efforts to meet these goals, and shall state the reasons for this conclusion, referring to the specific efforts criteria contained in Section III.C.3.b. below. As a part of its review, the UG may ascertain whether LBE, MBE, or WBE subcontractors agree with the dollar value of the work and the scope of the work, as identified in the proposal.

b. For each Construction Utilization Plan goal that is not achieved, Developer shall be deemed to have used best efforts ("**best efforts**") to meet the Construction Utilization Plan goals for Construction and Professional Services set forth in Section III.A.1. of this Exhibit if Developer shall have taken substantially all the following actions:

i. Developer is seeking or has sought timely assistance of the UG to identify qualified LBEs, MBEs, and WBEs;

ii. Developer is advertising or has advertised contract opportunities in local, minority, and women media;

iii. Developer is providing or has provided reasonable written notice of opportunities and informational meetings to approved LBEs, MBEs, and WBEs;

iv. Developer is following up or has followed up initial solicitations of interest by contacting LBEs, MBEs, and WBEs;

v. Developer is segmenting or has segmented portions of the work to increase the likelihood of LBE, MBE, and WBE participation, where feasible;

vi. Developer is providing or has provided interested LBEs, MBEs, and WBEs with timely and accurate information about the plans, specifications, requirements, deadlines, and bidding procedures of the contracts;

vii. Developer is negotiating or has negotiated in good faith with interested LBEs, MBEs, and WBEs, not rejecting them as unqualified without sound reasons, based on a thorough review of their capabilities and prior work histories; and

ix. Developer is working or has worked with local, minority, and women contracting, professional, civic, and community organizations, government officers or any other organization or persons, as identified by the UG, that provide assistance in the recruitment of LBEs, MBEs, and WBEs.

Each time the phrase "best efforts" appears throughout this Exhibit, it refers to the definition set forth in this Section. Failure by Developer to take all of the foregoing actions shall not be determinative that Developer has not used best efforts.

4. Signed Contracts.

Within thirty (30) working days following provision of the UG's evaluation of the Report of Solicitation Results to Developer, the Project Manager shall submit signed contracts with successful Proposers to the UG.

D. SUBCONTRACTOR RELATIONS.

1. Documentation of Subcontracting Agreements.

All subcontracting services shall be evidenced by a written agreement stating, at a minimum, the scope of work to be performed and the amount to be paid for performance of the work. Unit price subcontracts are acceptable if appropriate to the type of work being performed.

2. Documentation of Schedules.

a. For Construction contracts, the Contractor must present a work schedule that includes when the LBE, MBE, and WBE subcontractors will be utilized at the job site. This schedule is due on or before the pre-construction meeting with the UG and the Project Manager representing Developer.

b. For Professional Services contracts, Developer must present a written schedule of when the LBE, MBE, and WBE consultants will be working on the Project. This written schedule shall be provided to the UG prior to the Bond Closing (as defined in the Agreement).

3. <u>Substitutions, Additions or Deletions.</u>

Where a substitution for a LBE, MBE, or WBE subcontractor must occur after submission of proposals by the Project Manager to the UG, the Project Manager must submit notice of the proposed change or substitution to the UG for review. The UG shall have no authority to approve or reject any change or substitution. The sole purpose of the review by the UG shall be to determine whether the LBE, MBE, or WBE should be counted toward achievement of the goals of Section III.A.1.

IV. <u>UG'S ASSISTANCE TO DEVELOPER.</u>

The UG shall use its best efforts to provide assistance to Developer in fulfilling its obligations as set forth in this Exhibit. Developer assumes all responsibility for its efforts in meeting the goals and complying with the procedures and processes set forth herein. The UG assumes no duty or responsibility to the Developer with respect to Developer's fulfillment of the goals set forth in this Exhibit by reason of the provision of assistance to the Developer. Examples of assistance the UG may provide include but are not limited to:

A. providing information and technical assistance regarding the Project to Developer and its agents, including Contractors, subcontractors, LBEs, MBEs, WBEs, officials, and other interested persons;

B. developing and maintaining a registry of approved LBE, MBE, and WBE businesses;

C. assisting with identifying potential LBEs, MBEs, and WBEs and reviewing their qualifications to participate in the Project;

D. updating Developer and its agents on current or proposed affirmative action legislation enacted by the UG that may affect the Project;

E. recommending contract specific goals, as appropriate;

F. providing assistance in pre-award activities, such as provision of model or example Utilization Plans and work segmentation;

G. reviewing Developer, Contractor, and subcontractor performance and LBE, MBE, and WBE participation on the Project;

H. providing advice relative to utilization and compliance matters;

I. conducting compliance reviews and audits of LBE, MBE, and WBE participation;

J. evaluating requests for substitutions, additions, and deletions;

K. assisting Developer and its agents in addressing issues related to the goals and procedures set forth in this Exhibit;

L. reviewing payments to subcontractors, as documented by quarterly reports submitted by Developer;

M. reviewing complaints from LBEs, MBEs, WBEs, Contractors, subcontractors, and any other interested persons regarding these goals and procedures;

N. assisting in Developer's development of forms to document compliance with these procedures; and

O. reviewing and approving utilization plans and contract award submittals.

VI. DEVELOPER COMPLIANCE RECORDS AND REPORTS.

A. RECORDS.

Developer shall maintain those records as may reasonably be required to demonstrate compliance with the goals and procedures set forth in this Exhibit. These records shall be available to the UG upon reasonable notice.

B. CONSTRUCTION UTILIZATION PLAN REPORTS.

Developer shall update the Construction Utilization Plan quarterly on the forms attached hereto as Attachments B and C or another form provided or approved by the UG. In addition, each quarterly report shall include the following for each LBE, MBE, or WBE whose participation is utilized by Developer to be applied to the goals set forth herein: business name and address of each LBE, MBE, and WBE; and a brief description of the work to be performed by each. Developer also shall document the change orders to contracts awarded in each quarterly report.

C. REMEDIES.

Subject to the provisions of Section 9.1 of the Agreement, if Developer should fail to provide a report required by this Exhibit, and fail to cure such failure within thirty (30) days after receipt of written notice from the UG specifying such failure, then such failure to cure shall constitute an event of default and the UG shall have those remedies set forth in the Agreement, and the UG shall have the right to stop processing Certificates of Expenditure or make any further disbursements of STAR Bond Proceeds and/or CID Sales Tax Proceeds until Developer complies with reporting requirements.

If, after reviewing Developer's reports, the UG reasonably believes that the participation goals contained in this Exhibit have not been met, and that the best efforts described herein have not been met, then the UG shall inform Developer of this determination in writing. If the Developer fails to demonstrate to the UG, within thirty (30) days following its receipt of said written determination, that either: (i) the goals contained in this Exhibit have been met, or (ii) the goals contained in this Exhibit have not been met but the best efforts described herein have been met, then the UG shall have the right to reduce the STAR Bond Proceeds and CID Sales Tax Proceeds available to Developer pursuant to the Agreement by an amount equal to one and one-half percent (1.5%) (applied separately to Construction and Professional Services) as the UG's sole and exclusive remedy for such failure. The UG shall also have the right to renegotiate LBE, MBE, and WBE goals for future construction projects.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: ______________________________
David Johnston
County Administrator
Date: ______________________________

AMERICAN ROYAL ASSOCIATION

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Attachment A

Unified Government **Date:________________**

Project Utilization Plan

Project Name:______________________________

Bid Package	Estimated Contract Value	Estimated LBE Value	Estimated LBE %	Estimated MBE Value	Estimated MBE %	Estimated WBE Value	Estimated WBE %	Total Combined Value	Total Combined %
DIVERSITY TOTAL	0			0	#DIV/0!	0	#REF!		

Attachment B
Unified Government
MBE/WBE/LBE Status Report
Construction Phase

Attachment C

LBE/MBE/WBE COMPLIANCE

SUMMARY REPORT
EXPENDITURES FOR REPORTING PERIOD

EXHIBIT 14
Events and Programing for Festival Grounds

As a future second phase, it is currently envisioned that the Project may also include the development of an approximately 120-acre Festival Grounds, including all or a portion of the approximately 50+/- acre portion of the Site located west of 118th Street and the approximately 80+/- acres Developer owns west of and adjacent to such portion. It is anticipated that the Festival Grounds, as and when developed, will be designed to cater to multiple events, uses and other purposes, and be capable of accommodating events both large and small. Developer estimates that the Festival Grounds could attract 100,000 people over the course of a few days for larger events, and in the range of 8,000 to 12,000 people for smaller, single day or evening events. While still in the early conceptual planning stages and subject to feasibility and other market factors, some examples of the kinds of uses and events currently envisioned for the Festival Grounds if/when developed include, but are not limited to, hosting the American Royal World Series of BBQ; dynamic, multi-day celebrations of music, lifestyle and culture; food-related festivals and events (e.g., food truck festivals, craft food and/or beverage tastings, and other food-related activities and events); outdoor pet and equine events; various other seasonal celebrations; and for RV parking associated with events at the Core Royal and Agricultural Education Center, to name a few. Additional information regarding the anticipated events and programming for the Festival Grounds can be provided if/when the development concept progresses.

EXHIBIT 15
Schedule of Annual Payments

Payment Number	Due Date*	Amount
1.	May 15, 2026	$1,315,789.48
2.	May 15, 2027	$1,315,789.48
3.	May 15, 2028	$1,315,789.48
4.	May 15, 2029	$1,315,789.48
5.	May 15, 2030	$1,315,789.48
6.	May 15, 2031	$1,315,789.48
7.	May 15, 2032	$1,315,789.48
8.	May 15, 2033	$1,315,789.48
9.	May 15, 2034	$1,315,789.48
10.	May 15, 2035	$1,315,789.48
11.	May 15, 2036	$1,315,789.48
12.	May 15, 2037	$1,315,789.48
13.	May 15, 2038	$1,315,789.48
14.	May 15, 2039	$1,315,789.48
15.	May 15, 2040	$1,315,789.48
16.	May 15, 2041	$1,315,789.48
17.	May 15, 2042	$1,315,789.48
18.	May 15, 2043	$1,315,789.48
19.	May 15, 2044	$1,315,789.48

**Assumes a 2025 Bond Closing for the First Issuance.*