UPDATE
Economic Development and Finance
Standing Committee Meeting Agenda
Monday, November 2, 2020
Immediately upon adjournment of earlier committee

Location: Remotely
You are invited to a Zoom webinar.
When: Nov 2, 2020 05:00 PM Central Time (US and Canada)
Topic: Standing Committee Meetings

Please click the link below to join the webinar:
https://zoom.us/j/93753522272?pwd=emVzd1VXTnVyZlV5dTd5eFF2T0RrUT09
Passcode: 009425
Or iPhone one-tap :
US: +13462487799,,93753522272# or +12532158782,,93753522272#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 346 248 7799 or +1 253 215 8782 or +1 669 900 9128 or +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)
Webinar ID: 937 5352 2272
International numbers available: https://zoom.us/u/adfYGbub8i

Name	Absent
Commissioner Tom Burroughs, Chair	☐
Commissioner Brian McKiernan	☐
Commissioner Gayle E. Townsend	☐
Commissioner Harold Johnson	☐
Commissioner James Walters	☐
Jeff Bryant, BPU Member	☐

I. **Call to Order/Roll Call**

II. **Revisions to November 2, 2020 Agenda.**
New Item #4 – 20494…Resolution: Amended development agreement for Homefield Project. Request to be fast tracked to 10/5/20 full commission.

III. **Approval of standing committee minutes from August 10, 2020.**

IV. **Committee Agenda**

Item No. 1 - REPORT: THIRD QUARTER 2020 CASH INVESTMENT
Synopsis: Third Quarter 2020 Cash and Investment Report, submitted by Rick Mikesic, Director of Revenue/County Treasurer, and Andrea Parra, Deputy County Treasurer.

For information only.
Tracking #: 20455

Item No. 2 - ORDINANCE: TERMINATE WESTFIELD CID

Synopsis: An ordinance terminating the Westfield Shopping Center Community Improvement District and repealing Ordinance No O-19-20 and Resolution No. R-35-20, submitted by Katherine Carttar, Director of Economic Development.
Tracking #: 20458

Item No. 3 - PRESENTATION: ROCK ISLAND BRIDGE FEASIBILITY STUDY
Synopsis: Presentation of the Rock Island Bridge Feasibility Study by HR&A, consulting firm, submitted by Katherine Carttar, Director of Economic Development.

For information only.
Tracking #: 20459

V. **Public Agenda**

VI. **Adjourn**

AGENDA UPDATE
ECONOMIC DEVELOPMENT & FINANCE
STANDING COMMITTEE MEETING
MONDAY, NOVEMBER 2, 2020

IV. COMMITTEE AGENDA

NEW ITEM

ITEM NO. 4 – 20494…RESOLUTION: AMENDED DEVELOPMENT AGREEMENT FOR HOMEFIELD PROJECT

Synopsis: A resolution adopting assignment, assumption and amended and restated development agreement for the Homefield Project, submitted by Katherine Carttar, Director of Economic Development.

It is requested that this item be fast tracked to the November 5, 2020 full commission meeting.

Staff Request for Commission Action

Tracking No. 20494

Full Commission Meeting Date: Fast track to 11/5/20
Committee: Economic Development & Finance

Date of Standing Committee Action: 11/2/20 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
10/27/2020	Katherine Carttar	x5176	kcarttar@wycokck.org	Economic Development

Item Description:

Consideration of a development agreement for the $90 million Homefield Project consisting of the following: (a) an approximately 150,000 square foot multi-sport venue, including food and beverage, medical services, fitness, retail, office and entertainment spaces; (b) outdoor sports facilities for training and entertainment programs for water and outdoor sports; (c) a youth baseball complex which will include at least five (5) lighted fields and integrate state-of-the-art technology to enhance individual and team training as well as analytics and data capture, concessions and restrooms. In addition, the Project includes other development components such as retailers, hotels, and auto dealerships.

Action Requested:
Approve and fast track to 11/5/20 full commission

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Blue Sheet, Resolution Approving Homefield Development Agreement, 10_27_20 Executive Summary Assignment Assumption and Amended and Restated DA, Assignment Assumption and Amended and Restated Development Agreement

RESOLUTION NO. R-____-20

A RESOLUTION ADOPTING ASSIGNMENT, ASSUMPTION AND AMENDED AND RESTATED DEVELOPMENT AGREEMENT (HOMEFIELD PROJECT).

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas and SVV I, LLC, a Kansas limited liability company ("SVV"), entered into that certain Vacation Village Development Agreement dated December 20, 2005 (as subsequently amended and restated, the "Original Agreement") pertaining to the Vacation Village STAR Bond Project District (the "District"); and

WHEREAS, HFS KCK, LLC, a Kansas limited liability company ("Developer"), has the right to purchase from SVV all of the real property in the District which is still owned by SVV and to take an assignment of all of SVV's right, title and interest in and to the Original Agreement; and

WHEREAS, Developer plans to design, develop, construct and operate a new destination attraction in the District to include: (a) an approximately 150,000 square foot multi-sport venue, including food and beverage, medical services, fitness, retail, office and entertainment spaces; (b) outdoor sports facilities for training and entertainment programs for water and outdoor sports; (c) a youth baseball complex which will include at least five (5) lighted fields and integrate state-of-the-art technology to enhance individual and team training as well as analytics and data capture, concessions and restrooms (collectively, the "Homefield Project"); and

WHEREAS, development of the Homefield Project should stimulate the economy of Wyandotte County through additional real property taxes and sales taxes, which would promote the public good, health, and welfare within Wyandotte County; and

WHEREAS, the Governing Body has determined that it is advisable to enter into the Assignment, Assumption and Amended and Restated Development Agreement with Developer (the "Development Agreement"), attached hereto as **Exhibit A**.

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

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

Section 2. That the Mayor is hereby authorized to execute in the name of the UG, the Development Agreement, and 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.

ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS THIS _____TH DAY OF _______________, 2020.

____
David Alvey, Mayor/CEO

ATTEST:

____
Unified Government Clerk

(Seal)

EXHIBIT A

Development Agreement

[To be attached.]

10/27/2020 EXECUTIVE SUMMARY
ASSIGNMENT, ASSUMPTION AND AMENDED AND RESTATED DEVELOPMENT AGREEMENT

1. **Parties**. UG and HFS KCK, LLC, a new, single-purpose Kansas limited liability company ("Developer"). Developer is buying the Schlitterbahn waterpark and all of SVV's remaining land in the Vacation Village/Village East STAR Bond District and Developer will assume all of SVV's interests in the Development Agreement the UG had with SVV.

2. **History of the Schlitterbahn District and Agreement**. The UG originally formed the Vacation Village STAR Bond District and entered into a Development Agreement with SVV in 2005. Both the STAR Bond District and the Development Agreement have been amended multiple times. The STAR Bond District currently includes six distinct Project Areas: (1) Project Area 1 - Schlitterbahn waterpark, with potential for other future commercial uses; (2) Project Areas 2A and 2B – the automotive plaza, restaurant pad sites, convenience store, and potential for a hotel; (3) Project Area 3 - approximately 400,000 square feet of entertainment/retail facilities; (4) Project Area 4 - U.S. Soccer training and coaching facility and tournament fields complex (governed by a separate agreement between UG and a different developer); and (5) Project Area 5 - potential for various types of lodging facilities in the future. The UG has previously approved STAR Bond Project Plans for Project Areas 1 and 2A and in 2015 we issued STAR Bonds in two series: $72.9M in Series 2015A and $12.2M in Series 2015B. The sales tax revenues to repay these 2015 STAR Bonds are to come exclusively from Project Areas 1 and 2A. Schlitterbahn has permanently closed the waterpark and the 2015 STAR Bonds would likely default but for the new project described below.

3. **Homefield**. Developer has a contract with SVV to buy the waterpark site and all of the other land still owned by SVV in the STAR Bond District. Developer also plans to buy certain property from the UG (as discussed in more detail below). Once Developer has acquired this land and assumed the Development Agreement, as amended and restated by this new Assignment, Assumption and Amended and Restated Development Agreement (the "Agreement"), Developer intends to demolish the Schlitterbahn waterpark and build the following new destination attraction (the "Homefield Project"):

(a) a $60M, 150,000 square-foot indoor multi-sport facility in Project Area 1 for indoor football, soccer, golf and other sports, along with food and beverage amenities, medical services, fitness and training facilities and other retail, office and entertainment spaces (the "Homefield Building"). Among other things, the Homefield Building will feature hard courts, turf fields, gym and fitness centers, and an eSports lounge. The Homefield Building will be specifically designed as both a tournament-quality sports facility and a destination training facility which is comparable in quality to the indoor offerings in the Woodward facilities in Pennsylvania and California which serve regional and national markets due to their unique adventure sports training programs;

(b) a $15M outdoor multi-sport venue in Project Area 1 with facilities for training and entertainment programs for water and outdoor sports such as paddleboarding, dragon boat racing, kayaking, swimming, sand volleyball, basketball, obstacle training, climbing, ropes, football, lacrosse and soccer ("Homefield Outdoor"). Homefield Outdoor will be comparable in quality to the outdoor offerings in the Woodward facilities in Pennsylvania and California which serve regional and national markets due to their unique adventure sports training programs;

(c) a $15M youth baseball complex in Project Areas 1 and/or 4 to include at least five (5) lighted turf fields and integrate state-of-the-art technology to enhance individual and team training as well as analytics and data capture, a scouting view tower, batting and pitching tunnels, concessions and restrooms, and Homefield Academy club offices (collectively, "Homefield

Baseball"). The technology features for Homefield Baseball, including analytics and data capture features, are described in detail **<u>Exhibit 19</u>** of the Agreement.

The deadlines for the Homefield Project are described in Section 6.6 of the Agreement. All of the components of the Homefield Project would commence construction on or before July 1, 2021. Homefield Baseball is required to complete on or before September 1, 2022 and the completion of the Homefield Building and Homefield Outdoor is required on or before October 1, 2022.

4. **<u>Other Components of the Project</u>**. Section 2.2 of the Agreement still includes many other components of the Project that were included in the original SVV Development and the new Developer intends to go make deals with various retailers, hotels and Auto Dealerships that are described under the various Project Areas in Section 2.2. However, the Homefield Project described above is the only required deliverable -- none of these other components are required by this Agreement and Developer is not in default if they are not constructed and opened.

5. **<u>Sale of UG Land to Developer</u>**. In addition to the land that Developer would buy from SVV, the UG would agree to sell the following UG-owned properties to the Developer for $3M: (a) approximately 62.2 acres of vacant land located east of N. 94th Street (the "Speer Property"), (b) 1 acre of excess property that is not being used by the fire station located at 9548 State Ave., and (c) 8.3 acres of excess property that is not being used by the cemetery located at 1540 N. 94th Street. Subject to some cure rights, the UG will retain certain reversionary rights in these 3 parcels if the Developer fails to commence construction and complete the Homefield Project on a defined schedule.

6. **<u>Changes to Restrictions on District Uses</u>**. In Section 2.4, the UG maintains largely the same use restrictions on the property that it had in the SVV Development Agreement. However, this Agreement would provide for the following amendments: (a) in addition to the one convenience store and car wash already allowed in Project Area 2, Developer could do a Quiktrip or Buc-ees C-store on State Ave.; and (b) one recreational vehicle park would be allowed (primarily located in Project Area 5).

7. **<u>STAR Bond Financing</u>**. Most of the financing for the Homefield Project is expected to come from one or more STAR Bond issues based on sales tax revenues from Project Areas 2B, 3 and 5. Section 4.2 of the Agreement contemplates a First Issuance with a maximum of $75M of net proceeds and a Second Issuance with a Second Issuance with a maximum of $55M of net proceeds – a total of $130M of net STAR Bond Proceeds.

(a) <u>First Issuance Private Investment Requirements</u>. In connection with the First Issuance of $75M in STAR Bonds, the UG will require at least $75M of private investments in the Project as well – which are expected to come from new projects brought by Developer to the District (e.g., a luxury apartment complex, an Auto Dealership and/or a destination retail store). This $75M of private capital is necessary to maintain a 50/50 public/private ratio for this first $150M phase of the Project.

(b) <u>Second Issuance Private Investment Requirements</u>. Similarly, for the Second Issuance of $55M in STAR Bonds, the UG will require more than $2.15 of private investments in the Project for every $1.00 of STAR Bonds issued. These investments of private capital are also expected to come from new projects brought by Developer to the District and would essentially require somewhere between $118.2M to $125M for the UG to issue $55M of STAR Bonds in the Second Issuance. These requirements of disproportionately high private investments in connection with the Second Issuance are designed to yield a 40/60% public/private for the overall Project (including the First Issuance and Second Issuance combined).

(c) Sharing the Menards Revenues. In Section 4.2(d), the UG and Developer have agreed on specific provisions to govern the sharing of sales taxes generated by the existing Menards home improvement store which is open in Project Area 3. This is how the Menards sales taxes will be made available to the holders of the STAR Bonds:

(i) Until June 30, 2021, none of the UG sales taxes or the State of Kansas sales taxes will be available to the new STAR Bonds – the municipal partners retain all of these revenues until July 1, 2021;

(ii) From July 1, 2021 and for the life of the new STAR Bonds, 100% of the UG's portion of the Menards sales taxes will be required to be pledged to repay the new STAR Bonds;

(iii) From July 1, 2021 until the later of the later of (x) July 1, 2022, or (y) completion and opening of all of the Homefield Project, 25% of the State portion of the Menards revenues will be pledged to the new STAR Bonds. The remaining 75% of the Menards State sales taxes will be used to repay the previously-issued Series 2015B Bonds.

(iv) From the later of (x) July 1, 2022, or (y) completion and opening of all of the Homefield Project, 75% of the Menards State sales taxes will be pledged to the STAR Bonds. The the remaining 25% of the Menards State sales taxes will be used to repay the Series 2015B Bonds.

(v) If at any time after the later of (x) July 1, 2022, or (y) the completion and opening of all of the Homefield Project, and that date that Developer shall cause the development, construction and opening of a new Auto Dealership or some other new use which is projected to generate at least $20,000,000 of new annual sales in Project Area 2A and the new Improvements within the Project which open within Project Areas 1, 2A and 4 are projected to generate at least $40,000,000 of new retail sales, then 80% of the Menards State sales tax shall be pledged to the STAR Bonds, The remaining 20% of the Menards State sales tax will be used to repay the Series 2015B Bonds. However, if on January 1, 2028, the conditions about the opening of a new Auto Dealership or such other new use which is projected to generate at least $20,000,000 of new annual sales in Project Area 2A will be waived and the 80% / 20% allocation of the Menards State revenues will apply.

(d) Other STAR Bond Limitations. As always, the sales taxes available to the STAR Bonds will be limited to 20 years and Section 4.2(f) provides the UG's normal 50% limitation on public/private investment in the project.

(e) Conditions for Issuance and Draws. The Agreement provides specific conditions about issuing the First Issuance STAR Bonds in Section 3.1 and issuing the Second Issuance STAR Bonds in Section 3.3 and general conditions for STAR Bond issuance in Section 4.3. There are also very specific conditions about draw and disbursement of STAR Bond Proceeds identified in Section 4.5. The draw conditions for the First Issuance include proof of financing, a guaranteed maximum price design-build contract for Homefield, and budgets, building permits and proof of vertical construction for the portions of the Project that constitute private capital investment. The draw conditions for the Second Issuance are even more rigorous – requiring proof of vertical construction and evidence of expenditure of the $2.15 to $1.00 ratio described above.

(e) Relocation of Auto Dealerships. Section 4.2(g) provides that any Auto Dealership with is relocating to the STAR Bond District from elsewhere in Kansas will have its access to STAR Bond revenues limited by setting a "Relocation Base Year" which excludes an amount equal to the sales taxes generated at its prior location for the previous 12 months.

8. **Community Improvement Districts**. In connection with Schlitterbahn, the UG previously created a 2% CID sales tax for Project Area 1. Section 4.4 of this Agreement contemplates bringing the existing CID back to the Commission for termination and the future establishment of one or more pay-as-you-go CIDs for the Project going forward. Such new CIDs would be approved by the Commission in its sole discretion and would include specific budgets, agreements as to eligible project costs and other terms.

9. **Industrial Revenue Bonds**. Section 4.11 of the Agreement calls for the use of IRB financing for the Homefield Project to abate sales taxes on construction materials as well as a "certainty IRB" for ad valorem property taxes on Homefield. A ten (10) year PILOT schedule for the Homefield Project is attached as **Exhibit 18** to the Agreement. This provision also contemplates a similar "certainty IRB" for the first multi-family apartment project, but does not include a proposed agreement on a PILOT schedule for those apartments – that user would submit an IRB application and the apartment PILOT schedule would be brought back to the Commission for review and consideration.

10. **Construction Provisions**. In Article 6, Developer has mostly agreed to the UG's standard construction provisions for the Homefield Project, including the obligations to select general contractors and provide construction contracts that will require a guaranteed maximum price and surety of performance and labor and material payment bonds in the full amount of the construction contracts for the various components of the Homefield Project.

11. **Use and Operation**. During the Term, Developer agrees to continuously operate the Homefield Project for at least fifteen (15) years and Developer also generally agrees to the UG's standard development agreement terms and conditions regarding the maintenance of the Project, complying with law and the timely payment of taxes or PILOTs. Developer also agrees to provide insurance and to indemnify the UG. These provisions have all largely carried through from the original SVV Development Agreement. Note that Developer has also agreed – with certain exceptions – not to own, operate or otherwise be involved in a similar competitive use within a 50- mile radius from the site of the Homefield Project.

12. **Assignment and Transfer**. Generally, Developer must have the UG's approval (given or withheld in the UG's sole discretion) to assign, convey or transfer the project to others. However, the parties agree that Developer can and will make ground leases, building leases to tenants, as well as land sales to pad site owners in the ordinary course of business without the UG's consent. The UG also allows for mortgages, collateral assignments and other financing without UG approval. The UG further permits changes in financial control of the Developer, as long as Robb Heineman continues to have day-to-day operational control and own some financial interests in Developer. These provisions are largely similar to those set forth in the original Development Agreement. There is currently a placeholder in subsection 7.13(f) for additional Secretary of Commerce approvals for transfers that are still under negotiation at this time.

13. **Donations/Downtown Investments**. Section 7.18 of the original Development Agreement required SVV to make an annual donation to a foundation or non-profit organization that the UG may designate from time to time. These donations started at $100,000 a year in 2015 and increased incrementally to a maximum of $250,000 per year. SVV has not the required donation payments for 2019 or 2020, but this Developer has to get the required $375,000 of donations from SVV at the time of their closing with SVV. The Developer has asked to remove the concept of donations from its Agreement with the UG, but in lieu of donations, Developer instead agrees to make investments in new economic development projects in downtown and historically urban areas of Kansas City, Kansas, and all of which investments must be reasonably approved by the County Administrator. Developer agrees that these investments must be at least $3,750,000 within three (3) years of the date we sign this Agreement.

14. **Community Benefit Provisions**. In Section 8.1, Developer agrees to certain community benefit provisions that we typically ask of UG development partners, including active participation in KCK Area Chamber of Commerce and the Wyandotte Economic Development Council. Developer has further agreed to the following:

(a) Developer will maintain its headquarters, offices and primary administrative operations at the Site or at an alternative location in Wyandotte County.

(b) During the Term, Developer will cause admission to the Homefield Building, Homefield Outdoor and Homefield Baseball to be discounted by no less than 20% for Wyandotte County residents. These discounts are to include Wyandotte County residents who attend camps at the Homefield Project.

(c) Developer will use commercially reasonable efforts to negotiate a written agreement with the local school districts for use of the Homefield Project by students of USD 202, USD 303, USD 204, and USD 500 for events and training sessions.

(d) Developer will provide 500 tickets annually to the UG's Parks and Recreation Department for free admission to Homefield Outdoor; provided, however: (i) Developer shall have the right to impose reasonable rules and restrictions regarding blackout dates and times; and (ii) secondary sale of any such tickets shall be strictly prohibited.

(e) Developer agrees to attract athletic tournaments which include out-of-town teams and participants to the Homefield Project annually, and to use its commercially reasonable efforts to promote Wyandotte County hotel options to the invitees of out-of-town tournaments to the extent of availability/capacity.

15. **MBE/WBE/LBE**. Developer has agreed to the following participation goals for construction of the project: LBE – 18%; MBE – 15% and (iii) WBE – 7%. For professional services, Developer has agreed to the following: LBE – 18%; MBE – 13%, WBE – 8%. If Developer is found to have failed to comply with the terms of its LBE/MBE/WBE Participation and Employment Agreement, then the UG may reduce the STAR Bond Proceeds available to Developer by 4%.

ASSIGNMENT, ASSUMPTION AND AMENDED AND RESTATED DEVELOPMENT AGREEMENT

ASSIGNMENT, ASSUMPTION AND AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "Agreement") is made as of the _____ day of _______________, 2020 (the "New Effective Date") between the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"), and HFS KCK, LLC, a Kansas limited liability company ("Developer").

RECITALS:

A. On December 20, 2005 (the "Original Effective Date"), the UG and SVV I, LLC, a Kansas limited liability company ("SVV") entered into that certain Vacation Village Development Agreement, as amended by that certain First Amendment of Vacation Village Development Agreement dated August 31, 2006, the Second Amendment of Vacation Village Development Agreement dated January 31, 2007, the Third Amendment of Vacation Village Development Agreement dated November 29, 2007, the Fourth Amendment of Vacation Village Development Agreement dated June 19, 2008, the Fifth Amendment of Vacation Village Development Agreement dated October 1, 2009 and the Sixth Amendment of Vacation Village Development Agreement dated March 14, 2013 (collectively, as amended, the "Original Agreement").

B. On August 28, 2014 (the "Amended and Restated Effective Date"), the UG and SVV entered into an Amended and Restated Vacation Village Development Agreement, which was subsequently amended by that certain First Amendment to Amended and Restated Vacation Village Development Agreement dated as of August 13, 2015 (collectively, as amended, the "Amended and Restated Agreement").

C. On October 20, 2005, in accordance with and pursuant to the Kansas Tax Increment Financing Act, K.S.A. 12-1770, *et seq*., as amended, the predecessor of the Kansas STAR Bond Financing Act, K.S.A. 12-17,160 *et seq.* (the "Act"), the UG duly adopted Ordinance No. 0-76-05, which created the Vacation Village Redevelopment District (the "Original District"), within Kansas City, Kansas (the "City"), the boundaries of which were defined in said Ordinance, and contained a general development plan for the Original District (the "Original District Plan"). On November 29, 2007, the UG adopted a project plan for the sole redevelopment project area within the Original District (the "Original Project Plan"), which was subsequently amended and restated.

D. On August 28**,** 2014, the UG duly adopted Ordinance 47-14 (the "2014 Ordinance"), which amended and restated the Original District and Original District Plan (the "Amended District Plan"), to expand the boundaries of the Original District and to include five (5) distinct Project Areas (each referred to herein as a "Project Area" and collectively referred to herein as the "Project Areas"). The expanded Vacation Village STAR Bond Project District (the "District") contains all of the same real property that was included in the Original District (approximately 380 acres, bounded on the west by Interstate 435, on the south by State Avenue, on the north by Parallel Parkway and on the east by the east right-of-way line of 94th Street), plus certain real property located east of N. 94th Street and also includes an overlay district on top of a portion of the then-existing STAR Bond district covering the Village West development. The District is shown on the map attached hereto as **Exhibit 1** and the legal description of the District attached as **Exhibit 2** hereto.

E. The Amended District Plan calls for the design, development and construction of certain improvements and amenities within the 5 Project Areas.

F. On August 28, 2014, the UG duly adopted the 2014 Ordinance, which adopted the Second Amended & Restated STAR Bond Project Plan for Project Area 1 within the District (the "Destination Project Plan"). The Destination Project Plan required SVV to design, develop, complete and operate a unique destination experience consisting of the Schlitterbahn Waterpark (the "Waterpark"), and provided for other potential commercial uses, including the potential for a multi-family residential development and other commercial uses and streets and infrastructure within Project Area 1.

G. On August 28, 2014, by adoption of the 2014 Ordinance, the UG approved and adopted the STAR Bond Project Plan for Project Area 2 within the District ("Original Auto Plaza Project Plan"). The Original Auto Plaza Project Plan calls for the design, development, completion and operation of an automotive plaza to be occupied by automobile dealerships, hotels, restaurant pad sites, and a convenience store along with other related infrastructure and amenities (collectively, the "Auto Plaza Project").

H. On August 13, 2015, the UG duly adopted Ordinance O-54-15 (the "2015 Ordinance"), which amended the Amended District Plan (the "Second Amended District Plan"), to divide Project Area 2 into two separate project areas – "Project Area 2A" and "Project Area 2B," which provides for the Auto Plaza Project to be divided into two parts – with certain portions of the Auto Plaza Project being located in Project Area 2A and the balance of the Auto Plaza Project to be located in Project Area 2B.

I. On August 13, 2015, by adoption of the 2015 Ordinance, the UG approved and adopted the Amended and Restated STAR Bond Project Plan for Project Area 2A as the STAR Bond Project Plan for Project Area 2A (the "Auto Plaza – Phase 1 Project Plan").

J. Pursuant to the foregoing, SVV constructed the Waterpark and caused certain other development to occur within Project Area 2A and Project Area 3 and SVV was reimbursed for a portion of its STAR Bond eligible costs and expenses pursuant to the Act with the proceeds of STAR Bonds issued on or about October 13, 2015 (the "2015 STAR Bonds"). The 2015 STAR Bonds included $72,900,000 (par value) of STAR Bonds for Project Areas 1 and 2A (the "Series 2015A Bonds") and $12,260,000 (par value) of subordinate STAR Bonds for Project Areas 1 and 2A (the "Series 2015B Bonds"), which Series 2015B Bonds were primarily for road improvements to 98th Street and were backed by a general appropriation pledge from the UG.

K. SVV has since permanently closed the Waterpark and defaulted on certain obligations under the Amended and Restated Agreement. Developer now has a right to buy from SVV all of the real property in the District which is still owned by SVV (the "SVV Site") and to take an assignment of all of SVV's right, title and interest in and to the Amended and Restated Agreement pursuant to the terms and conditions of this Agreement. The UG will consent to and approve of the sale of the SVV Site to Developer and the assignment and assumption of the Amended and Restated Agreement pursuant and subject to the terms and conditions set forth in this Agreement. The SVV Site is generally depicted on **Exhibit 3** and legally described on **Exhibit 4** attached hereto.

L. In addition to the SVV Site, Developer intends to purchase from the UG certain real property which is comprised of approximately 62.25 acres of vacant land located east of N. 94th Street (the "Speer Property"), 1.065 acres of excess property that is not being used by the fire station located at 9548 State Avenue (the "Fire Station Property"), and 8.33 acres (the "Cemetery Property") of excess property that is not being used by the cemetery located at 1540 N 94th Street (collectively, the Speer Property, the Fire Station Property and the Cemetery Property are referred to herein as the "UG Property"). The UG Property is generally depicted on **Exhibit 5.** Prior to closing of the UG Property, Developer shall obtain a survey of the UG Property and the legal description set forth thereon shall be the legal description of the UG Property for all purposes set forth in this Agreement and shall be attached hereto as **Exhibit 6**. Together, the UG Property and the SVV Site shall be referred to herein as the "Site"; a consolidated map of the Site is attached as **Exhibit 7**.

M. Developer agrees to demolish the Waterpark (although Developer may leave, renovate and incorporate portions of the existing Waterpark improvements into the Homefield Project, as more particularly described below), which will not be rebuilt or reopened, and in lieu of the Waterpark, Developer will design, develop, construct and operate a new destination attraction in Project Area 1 and Project Area 4 to include (a) an approximately 150,000 square foot indoor facility which is designed as a multi-sport venue, including food and beverage, medical services, fitness, retail, office and entertainment spaces; (b) outdoor sports facilities for training and entertainment programs for water and outdoor sports; (c) a youth baseball complex which will include at least five (5) lighted fields and integrate state-of-the-art technology to enhance individual and team training as well as analytics and data capture, concessions and restrooms (collectively, the "Homefield Project"). The Homefield Project is more particularly described in Sections 2.2(a)(i) and (ii) below.

N. Developer also agrees to develop (or cause to be developed) the balance of the Site, including a variety of other uses in the various Project Areas in the District, which may include retail, hotels, office and automobile dealerships, and other types of improvements, all as more particularly described in Section 2.2(a) below. Accordingly, on ______________, 2020, the UG duly adopted Ordinance O-_____ (the "2020 Ordinance"), which approved and adopted the STAR Bond Project Plan for Project Area 2B within the District (the "Project Area 2B Project Plan"), which provides for, among other things, approximately two (2) hotels, approximately two (2) automotive uses, and approximately two (2) to four (4) other retail/commercial facilities, and/or other commercial uses, along with associated streets and other infrastructure.

O. On ______________, 2020, by adoption of the 2020 Ordinance, the UG approved and adopted the STAR Bond Project Plan for Project Area 3 within the District (the "Project Area 3 Project Plan"), which provides for, among other things, approximately three (3) to eight (8) retail/office/commercial facilities, and/or other commercial uses, along with associated streets and other infrastructure.

P. On ______________, 2020, by adoption of the 2020 Ordinance, the UG approved and adopted the STAR Bond Project Plan for Project Area 5 within the District (the "Project Area 5 Project Plan"), which provides for, among other things, the development of a luxury recreational vehicle/camping park and/or other retail/commercial facilities, along with associated streets and other infrastructure.

Q. The UG and Developer now desire to amend and restate the Amended and Restated Development Agreement in its entirety, and therefore the UG and Developer now enter into this Agreement to formalize such amendment and restatement of the Amended and Restated Agreement, as well as having the UG approve of the sale of the SVV Site to Developer and the assignment and assumption of the Amended and Restated Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the UG and Developer hereby agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION; NATURE OF AGREEMENT

1.1 Nature of this Agreement. The parties hereby understand and agree that this Agreement shall be deemed to fully supersede, amend and restate the Amended and Restated Agreement and the terms and conditions set forth herein shall be deemed to govern and control the rights, duties and obligations of the parties and the relationship between the UG and Developer from and after the New Effective Date.

1.2 Assignment and Assumption. The UG hereby consents, recognizes and agrees to the assignment of the Amended and Restated Agreement from SVV to Developer (the "Assignment"), and Developer hereby acknowledges and assumes, for the benefit of the UG, all of the terms and conditions of the Amended and Restated Agreement, subject to and as modified by the terms and conditions set forth herein. Neither the Assignment nor the UG's consent thereto shall in any way be construed as a consent by the UG to any further assignment by Developer, whether or not the Assignment purports to permit the same, and without limiting the generality of the foregoing, Developer hereby agrees that Developer has no right whatsoever to sell, assign, transfer or hypothecate the Project (as defined in Section 2.2(a) below) or this Agreement except as set forth in Section 7.13 below. Developer hereby agrees to be bound by and perform all of the obligations set forth in this Agreement.

1.3 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."

1.4 Accounting Terms. Unless expressly otherwise provided herein or unless mutually agreed to by the parties, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made, in accordance with GAAP or other accounting method acceptable to Developer and the UG.

1.5 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.

1.6 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; DEVELOPMENT PLAN; USE RESTRICTIONS

2.1 Appointment of Developer; Purchase of the UG Property.

(a) Undertaking of Developer. Developer hereby agrees, subject to the terms and conditions hereinafter provided, to construct, complete, and operate the Homefield Project. The performance of all activities by Developer and its tenants and transferees hereunder shall be as an independent contractor and not as an agent of the UG, except as otherwise specifically provided herein. When certain obligations of Developer are to be performed by Developer's "tenants and transferees" under the terms of this Agreement, the parties hereby agree that "tenants and transferees" is not intended to include any Affiliates of Developer or any Permitted Mortgagees.

(b) Purchase of the UG Property. The UG owns the real property that comprises the UG Property. At the UG Property Closing (as defined in this Section 2.1(b)(ii) below), the UG shall convey the UG Property to Developer pursuant to a special warranty deed (the "Deed"), subject only to the provisions set forth in this Section 2.1 and in the balance of this Agreement and subject to the Permitted Encumbrances (as defined in Annex 1). In consideration for the Deed for the UG Property, Developer shall pay an amount equal to Three Million Dollars ($3,000,000) at the UG Property Closing (the "Purchase Price"). The UG hereby agrees that upon receipt of the Purchase Price, the UG will deliver all of the proceeds of such Purchase Price to the trustee of the 2015 STAR Bonds for prepayment of the Series 2015B Bonds. The parties hereby further agree as follows:

(i) Developer's Investigations. For a period of ninety (90) days after the New Effective Date (the "Due Diligence Period"), the UG shall allow Developer access to the UG Property for purposes of inspecting the UG Property, including the right to testing of same (the "Investigations"); provided, however, that: (i) Developer must schedule such Investigations with the UG; (ii) Developer shall provide the UG with a copy of any third party written reports resulting from the Investigations within thirty (30) days of completion of the Investigations; (iii) Developer and the UG (subject always to the Kansas Open Records Act, K.S.A. 45-215 *et seq.*; Kansas Open Meetings Act, K.S.A. 75-4317 *et seq.*; and rules of discovery) will maintain the results of any such Investigations confidential, except to such third-party consultants, lenders, investors, attorneys, and other persons involved with Developer's Investigations, design, development, construction, and financing of the Project; (iv) Developer shall repair any and all damage caused by the Investigations, and shall restore the UG Property to the condition it was in prior to such Investigations; and (v) Developer agrees to indemnify and hold the UG, and its agents, officers, contractors and employees (the "UG Parties") harmless from any and all injuries, losses, liens, claims, judgments, liabilities, costs actually incurred, expenses or damages (including reasonable attorneys' fees and court costs) sustained by or threatened against the UG (and/or the UG Parties), which result from or arise out of any Investigations by Developer or its authorized representatives pursuant to this Section 2.1(b)(i). Notwithstanding any provision herein to the contrary, the indemnity contained in the preceding sentence shall survive the termination of this Agreement or the UG Property Closing. If Developer is not satisfied in all respects as to the condition of the UG Property (including the Permitted Encumbrances) in its sole discretion, then Developer shall have the right, exercisable by written notice given to the UG on or before the expiration of the Due Diligence Period, to: (x) proceed with acquisition of a portion, but not all, of the UG Property (in which case the Purchase Price will remain the same and shall not be reduced as a result of any such reduction in acreage of UG Property being acquired by Developer); or (y) terminate this Agreement. In the event that Developer shall elect not to exercise its right to terminate this Agreement pursuant to (y) above, or elect to acquire only a portion of the UG Property pursuant to (x) above, before expiration of the Due Diligence Period, then Developer shall be deemed to have waived this condition and accepted the UG Property (or portion thereof acquired pursuant to (x) above) "**as is, where is**," without representations or warranties from the UG of any kind whatsoever. Developer hereby agrees that it is relying solely on its own Investigations of the UG Property and not on any information provided or to be provided by the UG, its officers, or agents, and that if Developer does not exercise its right to cancel and terminate under this Section 2.1(b)(i), or the other conditions set forth in Section 3.2 below, then Developer understands and agrees that Developer shall be deemed and considered to be fully and completely satisfied with the UG Property and all parts and aspects thereof.

(ii) UG Property Closing. The term "UG Property Closing" means the date on which Developer shall close on the acquisition of the UG Property. Developer shall provide written notice to the UG prior to the proposed UG Property Closing date for the UG Property and use commercially reasonable efforts to do so at least thirty (30) days in advance thereof, and upon receipt of Developer's written notice, the UG shall initiate the procedures necessary to cause the transfer of the UG Property.

(iii) Right of Reversion. Developer hereby agrees that the UG Property shall be subject to a right of reversion in favor of the UG (a "Reversionary Interest") in the event that, subject to Force Majeure: (i) Commencement of Construction of the Homefield Project has not occurred on or before the applicable Commencement Date set forth in Section 6.6 below; and/or (ii) construction of the Homefield Project timely commenced, but Substantial Completion of construction of the Homefield Project has not occurred on or before the applicable Completion Date set forth in Section 6.6 below. However, the UG shall not exercise its Reversionary Interest on any portions of the UG Property if and to the extent that Developer has commenced construction and is diligently pursuing the same to completion (for a period not to exceed twelve (12) months after the Completion Date). In order to exercise the Reversionary Interest, the UG shall first give to Developer a written notice of default and an additional sixty (60) days to cure (the "Reversionary Interest Notice") which shall specifically state that the UG is invoking the Reversionary Interest remedy, and in that case, if Developer fails to remedy the default in question within the additional sixty (60) days, the UG shall thereafter have the right, in its discretion, to exercise its Reversionary Interest as to the UG Property. If the UG exercises its Reversionary Interest as set forth herein, upon transfer of title to the UG Property back to the UG, the UG will pay Developer an amount equal to the Purchase Price, but except for and excluding such payment, the UG shall not otherwise reimburse Developer for any costs, expenses or losses to Developer associated with the UG's exercise of its Reversionary Interest. Notwithstanding the foregoing or anything in this Agreement to the contrary, the Reversionary Interest shall automatically be released for any portion(s) of the UG Property on which construction has commenced, and the UG shall execute and deliver to Developer a quitclaim deed or such other documents as may be necessary to evidence the release of the Reversionary Interest promptly thereafter (but in any event, no later than ten (10) business days following a request by Developer for the same). For purposes of this Agreement, the words "Commence Construction" and "Commencement of Construction" shall mean the issuance of appropriate permits for the relevant Improvements and Developer's undertaking of a continuous program of construction for such Improvements.

2.2 Development Plan. The UG and Developer hereby agree that the Development Plan for the Project shall be as described below, which is consistent with the Second Amended District Plan, and, for purposes of illustrative example only, as generally depicted on **Exhibit 8** attached hereto. Developer may update **Exhibit 8** from time to time, it being understood by the parties that such exhibit is not intended to contractually bind Developer and its tenants and transferees to locate the Improvements in the specific locations set forth thereon, but rather the same is only intended to serve as an example of the provisions set forth in this Section 2.2. Developer covenants and agrees that all buildings, parking improvements and other improvements constructed by Developer as part of the Project (the "Improvements") 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, the Second Amended District Plan and the final site plan approvals as may be granted or amended from time to time by the UG's Planning Commission or other relevant bodies if any (the "Development Plan"). Except for and subject to the terms of this Section 2.2 and Article 6 hereof (and the Act with respect to any necessary amendment of the Second Amended District Plan), Developer reserves the right to make all design, construction and operational decisions relating to the Project without the UG's consent. On and subject to the terms and provisions set forth in this Agreement, Developer and its tenants and transferees, shall have the sole right to, and shall be responsible for, design, construction, equipment and completion of any Improvements, and shall operate and use the Improvements in the manner described herein, all in accordance with the terms of this Section 2.2 and all other Applicable Laws and Requirements. The parties further agree as follows:

(a) The "Project" shall be developed, designed and constructed as a retail and entertainment venue and unique destination experience with the following Improvements, concepts and attractions located in Project Area 1, Project Area 2A, Project Area 2B, Project Area 3, Project Area 4 and Project Area 5, respectively:

(i) Project Area 1: The Homefield Project shall consist of the demolition of the Waterpark and the design, development, construction and operation of the Improvements set forth in this Section 2.2(a)(i)(2)-(5) and (a)(ii)(1):

(1) Developer shall demolish and remove the Waterpark; provided, however, that Developer may leave, renovate and incorporate portions of the existing

Waterpark improvements into the Homefield Project as more particularly described below;

(2) Developer will design, develop, construct and operate an at least 150,000 square-foot building as an indoor multi-sport venue for indoor football, soccer, golf and other sports, along with food and beverage amenities, medical services, fitness and training facilities and other retail, office and entertainment spaces (the "Homefield Building"). Among other things, the Homefield Building will feature hard courts, turf fields, gym and fitness centers, and an eSports lounge. The Homefield Building is estimated to cost approximately $60,000,000 as set forth in **Exhibit 12** attached hereto and the preliminary conceptual plans for the Homefield Building are attached hereto as **Exhibit 9**. The Homefield Building will be specifically designed as both a tournament-quality sports facility and a destination training facility which is comparable in quality to the indoor offerings in the Woodward facilities in Pennsylvania and California which serve regional and national markets due to their unique adventure sports training programs;

(3) Developer will design, develop, construct and operate Homefield Outdoor as an outdoor multi-sport venue with facilities for training and entertainment programs for water and outdoor sports such as paddleboarding, dragon boat racing, kayaking, swimming, sand volleyball, basketball, obstacle training, climbing, ropes, football, lacrosse and soccer ("Homefield Outdoor"). Homefield Outdoor is estimated to cost approximately $15,000,000 as set forth in **Exhibit 12** attached hereto and the conceptual plans for Homefield Outdoor are attached hereto as **Exhibit 10**. Homefield Outdoor will be comparable in quality to the outdoor offerings in the Woodward facilities in Pennsylvania and California which serve regional and national markets due to their unique adventure sports training programs;

(4) Landscaping in accordance with the Landscape Plan (as defined in Section 6.2(b) below);

(5) A portion of Homefield Baseball (as described in Section 2.2(a)(ii)(1) below) may (but is not required to) be located within Project Area 1, including the sales office therefor.

Project Area 1 may, in the future, include an approximately 250-unit, market-rent multi-family building and/or other residential buildings, one or more office, retail, restaurant, or other commercial buildings, and one or more hotels, a dormitory, and other hospitality offerings, but the same are not required to be developed and constructed by Developer hereunder, nor shall the same be deemed to be a part of the Homefield Project.

(ii) Project Area 4: Project Area 4 will include at least two (2) different uses and at least two (2) different developers:

(1) Developer will design, develop, construct and operate the Homefield youth baseball complex in Project Areas 1 and/or 4 to include at least five (5) lighted turf fields and integrate state-of-the-art technology to enhance individual and team training as well as analytics and data capture, a scouting view tower, batting and

pitching tunnels, concessions and restrooms, and Homefield Academy club offices (collectively, "Homefield Baseball"). The best-in-class technology features for Homefield Baseball, including analytics and data capture features, are described in **Exhibit 19** and hereby incorporated by reference. Homefield Baseball will be designed to be a premier showcase baseball complex in the Midwest and will cater to a regional and national market area. Homefield Baseball is estimated to cost approximately $15,000,000 as set forth in **Exhibit 12** attached hereto and the conceptual plans for Homefield Baseball are attached hereto as **Exhibit 11**. The "Homefield Project" shall include Homefield Baseball, along with the Homefield Building and Homefield Outdoor, and all other demolition and Improvements described in Sections 2.2(a)(i)(1) through (5) and 2.2(a)(ii)(1).

(2) The state-of-the-art sports training facility previously constructed and opened to be the home of the United States Soccer Federation's coaching and training facility, the primary training facilities for the U.S. Men's and Women's national teams (the "U.S. Soccer Facility");

(3) The previously constructed and opened tournament fields complex and other associated infrastructure (the "Tournament Fields") partially located adjacent to the U.S. Soccer Facility and partially located on the property in the District located east of N. 94th Street;

(4) The previously constructed and opened professional soccer stadium known as Children's Mercy Park and associated infrastructure (the "Soccer Stadium") located in the District at the northeast corner of France Family Drive and State Avenue; and

(5) The previously constructed and now permanently closed Lone Star Steakhouse (the "Lone Star Pad") located in the District at the southeast corner of France Family Drive and Village West Parkway.

Project Area 4 may, in the future, include upgrades which constitute new Improvements to the U.S. Soccer Facility, Tournament Fields, and Soccer Stadium, and/or redevelopment of the Lone Star Pad, but the same are not required to be completed by Developer hereunder, nor shall the same be deemed to be a part of the Homefield Project.

(iii) Project Area 2A: Project Area 2A may include the following:

(1) Automobile dealerships which shall: (x) be designed, constructed and completed to be first-class quality facilities, similar in quality to the Legends Toyota and Honda dealerships, primarily for the sale of new vehicles with a limited number of pre-owned vehicles; (y) each have a minimum capital investment in their particular lot of $5,000,000; and (z) at least two (2) of which shall bear an automotive brand name for which there was not an automotive dealership located in Wyandotte County as of the Amended and Restated Effective Date (collectively, the "Auto Dealerships"). However, the parties hereby agree that in addition to the Premier Auto Outlet Pre-Owned Auto Dealership described below, one (1) high quality, pre-owned vehicle business (e.g., CarMax) may be permitted hereunder with the prior consent and

approval of the County Administrator and the Secretary of Commerce for the State for the sole purpose of confirming compliance with this standard. Such additional pre-owned dealership may be located in Project Area 4, 2A or 2B. Project Area 2A currently includes a Fenton Nissan Auto Dealership, a Victory Ford Auto Dealership, a Victory Auto Dealership that includes Dodge, Chrysler, Jeep and Ram, and a Premier Auto Outlet Pre-Owned Auto Dealership, all of which have been previously constructed and opened within Project Area 2A;

(2) Four (4) or more restaurant, retail, hotel, or other commercial pad sites (collectively, the "Commercial Pads");

(3) A convenience store which may also include a fueling station and car wash (the "C-Store"), which C-Store is currently open and operating as a Phillips 66 "Speed Stop";

(4) Go Car Wash, which is currently open and operating;

(5) Spira Care health care facility, which is also open and operating;

(6) Infrastructure related to items (1) and (5) above; and

(7) Landscaping in accordance with the Landscape Plan.

(iv) Project Area 2B: Project Area 2B may include the following:

(1) One or more additional Auto Dealerships;

(2) Two or more Commercial Pads; Freddy's Frozen Custard and Steakburgers is currently open and operating on one of the Commercial Pads;

(3) Frontier Justice, a commercial firing range facility, which is currently open and operating;

(4) Infrastructure related to items (1) through (3) above;

(5) The Infrastructure Improvements described in Section 6.5 below; and

(6) Landscaping in accordance with the Landscape Plan.

(v) Project Area 3: Project Area 3 may include:

(1) Entertainment, retail and destination retail shopping facilities, including restaurants, Commercial Pads and lodging facilities, subject always to the restrictions and objectives described in Section 2.4 hereof (the "Entertainment/Retail Project"). The Entertainment/Retail Project currently includes a Menards Home Improvements Store ("Menards");

(2) One or more Class A office buildings. Project Area 3 currently includes a multi-tenant office building called the "East Legends Professional Building" and the world headquarters for Dairy Farmers of America ("DFA"), which may in the future include an expansion building (the "DFA Expansion") and;

(3) Infrastructure related to items (1) and (2) above; and

(4) Landscaping in accordance with the Landscape Plan.

(vi) Project Area 5: Project Area 5 may include various types of lodging facilities and other commercial uses, which may include, without limitation, a recreational vehicle park.

(b) Developer recognizes, stipulates and agrees that its signage shall be subject to all Applicable Laws and Requirements, and any special use permit granted by the UG's Commission. The UG hereby agrees that it will, to the extent possible, expedite the consideration of Developer's proposed signage and cooperate with Developer to reasonably accommodate Developer's signage requirements. Developer shall develop a sign criteria for the entire Site. The parties acknowledge that SVV previously received approval for a special use permit for the special signage of a major community entertainment and recreational attraction.

(c) The Project shall include parking improvements containing the number of spaces required by the Applicable Laws and Requirements for any Improvements (the "Parking Improvements"). The costs of the Parking Improvements, to the extent that the same are eligible, may be paid for with STAR Bonds, provided such financing is available, feasible and legally permissible and set forth as such on the Total Project Budget.

(d) Developer's plans for landscaping on the Site shall be considered in accordance with all Applicable Laws and Requirements and approval thereof by the UG will not be unreasonably withheld.

(e) Developer's development, design and construction of the portions of the Project located on the Site shall in all respects comply with the Design Criteria (as defined in Section 6.2(a) below).

(f) Developer understands and agrees that no Auto Dealerships shall be allowed outside of Project Areas 4, 2A and 2B. Upon Substantial Completion of any Expansion Improvements, such Expansion Improvements shall be deemed to be a part of the "Improvements" and the "Project" as those terms are used hereunder.

(g) Developer hereby agrees that the Development Plan may include walking/biking trails that provide the Project with pedestrian connectivity.

(h) The Development Plan described in this Section 2.2 shall not be amended or modified without (i) the prior written consent of the UG, which shall not be unreasonably withheld, and (ii) compliance with all Applicable Laws and Requirements.

(i) If and to the extent that Developer elects to develop and construct any Improvements on the Cemetery Property whatsoever, Developer agrees that neither Developer or its agents, contractors or assignees shall disturb any graves located thereon.

2.3 General Agreements. 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.

2.4 Site Restrictions. Developer hereby understands and agrees that the nature of the retail and entertainment components of the Project are critical to the approval of the public incentives offered by the UG and the State in connection with this Agreement. Further, Developer understands and agrees that the Project is required to be unique, including destination entertainment and retail users that are not currently available in the State. Accordingly, Developer hereby agrees as follows:

(a) During the Term (as defined in Section 7.1 below), no user of any kind for a retail or entertainment purpose within the District shall receive any direct benefit from STAR Bonds if such user has relocated from within the State.

(b) Additionally, Developer and the UG hereby agree that the following uses shall be prohibited within the Site:

(i) Any use which is offensive 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 injurious to the reputation of the Project. No oil, gasoline or flammable liquid shall be stored in bulk in greater than 55-gallon containers except in underground storage tanks.

(ii) Other than in connection with the existing C-Store in Project Area 2A, and the Go Car Wash in Project Area 2A, both of which are hereby expressly permitted, a gas station or car wash facility. However, the UG agrees that the foregoing restriction shall not apply to one (1) additional C-Store if it is a Quiktrip or Buc-ees (or upon UG approval, a first-class C-Store which is equivalent to or better than Quiktrip or Buc-ees in quality) and is located on State Avenue in Project Area 3 or Project Area 1.

(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 small warehouse or mini-warehouse if operated in connection with and ancillary to a permitted retail use.

(iv) A facility for the assembling, manufacturing, refining, or smelting (provided, however, this restriction shall not preclude the assembly of merchandise to be sold at a facility).

(v) Drilling, mining, exploring or the producing of oil, gases or other minerals.

(vi) Any use which involves the raising, breeding, keeping or selling of any animals or poultry except on a temporary basis, in which case such areas are to be cleaned and maintained by the owner of such portion of the Site so that it is not a nuisance to any other adjacent property owner (provided, however, this restriction shall not preclude an aquarium or marine park, or a county fair or 4-H or other related activities). Notwithstanding the foregoing, the parties hereby agree that the keeping of animals for other similar exhibition or entertainment purposes, shall be prohibited by this restriction.

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

(viii) 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.

(ix) Any mobile home park, camp ground, trailer court, or labor camp; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance or for shag trailers, delivery trucks or recreational vehicles of invitees of the Project. Notwithstanding the foregoing, the UG hereby agrees that one (1) recreational vehicle park is hereby expressly permitted, provided that the same is primarily located in Project Area 5 (provided however, that some minor portions of such recreational vehicle park may include land located within Project Areas 1 and 4 as well).

(x) Any dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any building on the Site.

(xi) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (but this provision shall not restrict the absolute freedom of an owner of any portion of the Site to determine its own selling prices nor shall it preclude the conduct of periodic seasonal sales, promotional or clearance sales, all of which are specifically permitted).

(xii) Any central laundry, or laundromat; provided, however, this prohibition shall not be applicable to a drop-off and pickup facility, or a central laundry or laundromat that is operated in connection with or ancillary to a permitted residential development and that complies with all Environmental Regulations.

(xiii) Other than the Auto Dealerships in Project Areas 2A and 2B and no more than one recreational vehicle dealer in Project Area 3, which are hereby expressly permitted, any automobile, truck, trailer or recreational vehicle with outside sales, leasing, or display unless approved by the UG or in conjunction with promotions, displays and other similar marketing activities, subject, however, to compliance with all Applicable Laws and Requirements.

(xiv) Other than the service centers located within the Auto Dealerships or a recreational vehicle dealer permitted under (xiii) above, any body shop repair operation, engine repair or vehicle repair facility for all vehicles, including motorcycles, including a quick service facility.

(xv) Any mortuary or funeral home.

(xvi) 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, such as a C-Store, offering for sale its usual or customary inventory of books, magazines and/or related pharmaceutical materials.

(xvii) A nightclub, which shall be deemed to mean any bar, restaurant, club or other establishment that derives 70% or more of its gross receipts from the sale of alcoholic beverages; provided that, this restriction shall not apply to any component or use integrated into the Homefield Project, including any hospitality component.

(xviii) Any store selling discounted tobacco products, electronic or vapor cigarettes or other smoking devices or paraphernalia, which is not meant to exclude the sale of such items by the C-Store.

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

(xx) Pay-day or title loan facilities.

(xxi) Any precious metal facilities.

(xxii) A flea market; provided, however, that the foregoing restriction shall not in any way prohibit the operation of a "city market" for the sale of fresh fruits, vegetables and other foods and flowers and other similar items.

The UG's Commission is hereby authorized to grant variances to the restrictions set forth in this Section 2.4 from time to time in its sole and absolute discretion. At Developer's closing on the acquisition of the SVV Site and at the UG Property Closing, Developer and the UG shall execute a document which shall memorialize the restrictions set forth in this Section 2.4 and that 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 for the Term of this Agreement.

ARTICLE 3
CONDITIONS TO ISSUANCE OF STAR BONDS

3.1 First Issuance Conditions. In addition to the conditions described in Section 4.3(d) below, neither party shall be obligated to proceed to STAR Bond Closing unless and until each of the following conditions and requirements have been satisfied in full. Within fifteen (15) business days of Developer's written request to the UG, the UG hereby agrees to confirm whether or not Developer has satisfied the conditions in this Section 3.1, and if applicable, shall specifically describe the UG's understanding of the status of any condition that is not determined to be satisfied at that time.

The UG shall have approved the 2020 Ordinance to approve the Project Area 2B Plan, the Project Area 3 Plan and the Project Area 5 Plan; (b) Developer shall demonstrate, to the reasonable satisfaction of the UG's representatives, that Developer (or the proposed purchaser of the First Issuance STAR Bonds) has access to equity or other private financing to purchase all of the First Issuance STAR Bonds;

(c) Developer shall have presented the First Issuance Private Capital required by Section 4.2(b)(i) below by delivering a detailed construction budget, including detailed line items specifying the hard construction costs and soft cost budget for any given Improvements to be funded with proceeds of the STAR Bonds in the First Issuance and First Issuance Private Capital, and expected sources of public and private funding for such budget, which budget shall be approved by the UG and the Secretary of Commerce; and

(d) The State Department of Commerce shall have approved the Total Project Budget attached hereto as **Exhibit 12**, including the line items set forth therein, along with the amount of authorized STAR Bonds, the terms of the STAR Bonds and the costs of issuance.

3.2 Termination of this Agreement. In the event the conditions set forth in Section 3.1 above are not met by that date which is twelve (12) months from the New Effective Date (the "Drop Dead Date"), then either party may unilaterally terminate the rights and obligations to develop and construct the Homefield Project set forth in Section 2.2(a) and the STAR Bond financing structure set forth in Section 4.2 (but if such conditions are met prior to such date, STAR Bonds may be issued before such date or within one hundred twenty (120) days thereafter).

3.3 Second Issuance Conditions. In addition to the conditions described in Section 4.3(d) below, neither party shall be obligated to proceed to any Second Issuance (as defined in Section 4.2(b) below) unless and until each of the following conditions and requirements have been satisfied in full for each and every Second Issuance. Within fifteen (15) business days of Developer's written request to the UG, the UG hereby agrees to confirm whether or not Developer has satisfied the conditions in this Section 3.3, and if applicable, shall specifically describe the UG's understanding of the status of any condition that is not determined to be satisfied at that time.

(a) Developer shall have constructed, completed and opened all of the Homefield Project and shall not be in default of any of the terms and conditions of this Agreement;

(b) The UG shall have obtained a feasibility study from an independent third party consultant that projects Incremental Taxes to be generated within Project Areas 2B, 3 and 5 will be sufficient to pay all of the STAR Bonds in First Issuance and the Second Issuance with a coverage ratio of at least 1.25;

(c) To the extent that the feasibility study referenced in Section 3.3(b) is based on the Project components that are not yet constructed and operating, Developer shall demonstrate, or cause applicable third parties to demonstrate, to the reasonable satisfaction of the UG's representatives that (i) Developer or third parties responsible for constructing such Project components has access to Private Funds sufficient to complete construction of the Project components and (ii) Developer or third parties have fully executed, commercially reasonable leases, sales contracts or similar commitments for the operation of such Project Components, and shall have provided the UG's representatives an opportunity to confidentially review such leases or sale contracts to confirm satisfaction of this condition;

(d) To the extent that the feasibility study referenced in Section 3.3(b) is based on the Project components that are not yet constructed and operating, then Developer or third parties responsible for constructing such Project components shall provide the UG with reasonable assurances that each of such Project components shall be constructed and completed by a date certain; without limiting the generality of the foregoing, Developer or third parties responsible for constructing such Project components shall obtain and allow confidential review by the UG of a guaranteed maximum price construction contract for each of such Project components 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;

(e) Developer shall have presented the Second Issuance Private Capital required by Section 4.2(b)(ii) below by delivering a detailed construction budget, including detailed line items specifying the hard construction costs and soft cost budget for any given Improvements to be funded with proceeds of the STAR Bonds in the Second Issuance and Second Issuance Private Capital, and expected sources of public and private funding for such budget, which budget shall be approved by the UG and the Secretary of Commerce; and

(f) the State Department of Commerce shall have approved the Total Project Budget, including the line items set forth therein, along with the amount of authorized STAR Bonds, the terms of the STAR Bonds and the costs of issuance.

3.4 Draw Conditions. The conditions for disbursement of STAR Bond Proceeds from the First Issuance and Second Issuance are included in Section 4.5 below.

ARTICLE 4
FINANCING — SOURCE OF FUNDS

4.1 Source of Funds. The 2015 STAR Bonds paid for the Waterpark and certain land and infrastructure improvements that constitute a part of the Project as described in Section 2.2 above. Going forward, additional costs of the Project (as described in this Agreement) (the "Project Costs") shall be funded in part by public incentives including STAR Bonds and the CID described below (collectively, "Public Financing"), as set forth on the Total Project Budget attached hereto as **Exhibit 12**, and by this reference made a part hereof. The Project Costs set forth on the Total Project Budget shall be paid in accordance with the Total Project Budget and the procedures and requirements set forth herein.

4.2 STAR Bonds. The parties hereby agree as follows:

(a) Amount of STAR Bonds, Generally. It is contemplated that STAR Bonds for the Project will be provided through multiple, phased issuances to which certain STAR Bond revenues from Project Areas 2B, 3 and 5 will be pledged, and the STAR Bonds described herein shall be sold in an amount which results in a maximum principal amount that yields up to $130,000,000 of net proceeds in the aggregate, exclusive of financing costs, issuance-related fees, and applicable reserves (the "STAR Bond Proceeds"), for use in funding the Homefield Project as well as the other eligible Project Costs specifically identified in the Total Project Budget. The parties hereby agree that in no event shall more STAR Bonds be issued in connection with the Project than the amount necessary to yield $130,000,000 in STAR Bond Proceeds in the aggregate from all STAR Bond issuances. All disbursements of STAR Bond Proceeds shall be made only to pay Project Costs which are (i) eligible for payment or reimbursement pursuant to the Act, and (ii) agreed upon by the parties and identified on the Total Project Budget (the "STAR Bond Costs").

(b) Multiple STAR Bond Issuances. The parties anticipate that the first STAR Bond issuance will be a private placement of STAR Bonds (the "First Issuance"). The First Issuance shall be a maximum of $75,000,000 of net STAR Bond Proceeds, which shall be used exclusively to pay for and/or reimburse STAR Bond Costs incurred by or through Developer in connection with the hard and soft costs of designing and constructing the Homefield Project, as shown on **Exhibit 12**. The parties anticipate one or more subsequent STAR Bond issuances (collectively, the "Second Issuance") in a maximum aggregate amount of $55,000,000 of net STAR Bond Proceeds, which shall be used exclusively to pay for and/or reimburse STAR Bond Costs incurred in connection with the hard and soft construction costs of (x) the Homefield Project (and not previously reimbursed by the STAR Bond Proceeds of the First Issuance), (y) the costs of acquiring the Site from SVV, and (z) the costs of grading and other site work and other STAR Bond Costs as shown on **Exhibit 12**. The Second Issuance may be a private placement of STAR Bonds or it may be a public sale as more particularly described below. Additionally, there may be a public issuance to refinance the First Issuance STAR Bonds prior to or after the Second Issuance, subject to all of the terms and conditions set forth herein. The parties further agree as follows:

(i) Developer agrees that, upon STAR Bond Closing, Developer will be irrevocably committed to building all of the Homefield Project, including all of the various components thereof described in Section 2.2(a) and generally depicted on the preliminary conceptual plans attached as **Exhibits 9**, **10** and **11**. The parties further agree that the First Issuance requires at least a 50/50 public/private ratio of STAR Bonds to Private Funds and Developer shall invest (or cause to be invested) at least $75,000,000 of Private Funds in the Project (the "First Issuance Private Capital"). For purposes of evaluating this requirement, in addition to Improvement costs of the Project, the First Issuance Private Capital may include the following: the Purchase Price; up to $3,800,000 of Homefield Project soft costs that are not considered "project costs" under the Act; privately-funded soft costs incurred before and after the New Effective Date related to other components of the Project; and an amount equal to $16,500,000 for infrastructure that was originally developed, constructed and funded by SVV, but which was not previously reimbursed with STAR Bonds and is to be re-utilized by Developer for the Project (the "SVV Infrastructure"). Other than the SVV Infrastructure, the parties understand and agree that costs and expenses related to portions of the Project that have been constructed prior to the New Effective Date shall not be included in First Issuance Private Capital. Except as set forth below, the total Project Costs for the Homefield Project and other Improvements partially paid for with STAR Bonds shall be no less than $150,000,000 ($75,000,000 of which may be paid for with the STAR Bond Proceeds of the First Issuance). If and to the extent the Project Costs for such Improvements will be less than $150,000,000 and/or there will not be at least $75,000,000 of First Issuance Private Capital invested in the same as described herein, the parties hereby agree that the STAR Bond Proceeds of the First Issuance may be decreased from $75,000,000 to such lesser amount that is equal to, or less than, the First Issuance Private Capital for this portion of the Project. In the case of any such reduction, the amount of such reduction shall be added to the total potential net STAR Bond proceeds available as part of the Second Issuance (e.g., $70,000,000 of net STAR Bond proceeds from the First Issuance would cause the maximum potential net STAR Bond proceeds from the Second Issuance to increase from $55,000,000 to $60,000,000), subject to all of the terms and conditions set forth below.

(ii) Similarly, the parties agree that the Second Issuance requires at least a 1 to 2.15 public/private ratio of STAR Bonds to Private Funds – for every $1.00 of STAR Bonds issued in the Second Issuance, at least $2.15 of Private Funds must be invested. Additionally, if and to the extent that any of the STAR Bonds in the Second Issuance are to be used to reimburse First Issuance Private Capital, Developer must demonstrate a public/private ratio of at least 1 to 3.50 for that portion of the STAR Bonds. The Private Funds required by the first and second sentences of this subsection shall be referred to as the "Second Issuance Private Capital." For example, if the Second Issuance will yield the maximum $55,000,000 of STAR Bond Proceeds, and none of the STAR Bond Proceeds from the Second Issuance are used to reimburse First Issuance Private Capital, then Developer must demonstrate no less than $118,250,000 of Second Issuance Private Capital ($55,000,000 at 1:2.15 = $118,250,000). However, if the Second Issuance will yield the maximum $55,000,000 of STAR Bond Proceeds, and $5,000,000 of the STAR Bond Proceeds from the Second Issuance are used to reimburse First Issuance Private Capital, then Developer must demonstrate no less than $125,000,000 of Second Issuance Private Capital ($50,000,000 at 1:2.15 = $107,500,000 PLUS $5,000,000 at 1:3.50 = $17,500,000). For purposes of evaluating this requirement, the Second Issuance Private Capital may include up to $16,500,000 for infrastructure that was originally developed, constructed and funded by SVV, was not previously reimbursed with STAR Bonds and is to be re-utilized by Developer for the Project. The balance of the Second Issuance Private Capital shall be Private Funds invested in the Project. Other than the SVV Infrastructure, the parties understand and agree that costs and expenses related to portions of the Project that have been constructed prior to the New Effective Date shall not be included in Second Issuance Private Capital. If and to the extent the Project Costs for the Improvements contemplated in the Second Issuance will be less than $180,000,000 and there will not be at least $125,000,000 of Second Issuance Private Capital invested in the same as described herein, the parties agree that the Second Issuance may be decreased from $55,000,000 to such lesser number that maintains the public/private ratio of 1:2.15 (and 1:3.50 for reimbursement of First Issuance Private Capital) required for the Second Issuance Private Capital as described herein. In connection with the Second Issuance Private Capital, the Parties further agree as follows:

(x) the DFA Expansion and any new Improvements to the U.S. Soccer Facility, the Soccer Stadium and the Lone Star Pad may be included in Second Issuance Private Capital; and

(y) for purposes of Second Issuance Private Capital credit, the Improvements described above shall be capped as follows: $6,000,000 for the U.S. Soccer Facility; $20,000,000 for the Soccer Stadium; $4,000,000 for the Lone Star Pad; and an amount equal to 30% of the costs of the DFA Expansion; and

(z) for purposes of Second Issuance Private Capital credit, demolition and parking improvements shall not be included.

(c) Draw Down Bonds. Notwithstanding anything set forth herein to the contrary, the STAR Bonds may be, subject to the approval of the UG's Commission, structured as "draw down" bonds, where the STAR Bonds Proceeds may be issued, sold and delivered, but the purchaser of the STAR Bonds will only be required to fund that portion of the STAR Bond Proceeds as may be drawn down by the Developer from time to time subject to the conditions set forth in Sections 4.3(d) and 4.5 below.

(d) Collection of Incremental Taxes. Except as specifically set forth below, the STAR Bonds shall be paid from the collection of: (x) incremental State sales and use taxes imposed pursuant to K.S.A. 79-3601 *et seq.* and K.S.A. 79-3701 *et seq.* (the "State Increment"); (y) incremental local sales and use taxes imposed pursuant to K.S.A. 12-187 *et seq.* (the "Local Increment") consisting of the current City of Kansas City sales tax excluding any local sales tax committed to other uses by election of voters (currently 1%, calculated as the total sales tax rate of 1.625% less the dedicated amounts of 0.25% for emergency medical service and 0.375% for public safety and neighborhood infrastructure) and the UG's share of the current County's 1% sales tax (currently 93.4368%); and (z) 7.84% of the current UG's transient guest tax (i.e., 8% transient guest tax net of the State's 2% share), all collected within Project Areas 2B, 3 and 5 (collectively, the "Incremental Taxes") each and every year of the STAR Bond Collection Period (as defined below). The State Increment for Project Areas 2B, 3 and 5 shall be measured against the sum of (i) the State sales taxes collected during a base year which is twelve (12) months immediately prior to the month in which the District was established in October of 2005, which was $0.00; and (ii) any Relocation State Base Year Revenues (as defined in Section 4.2(g)) (collectively, the "State Base Year Revenues"). The Local Increment for Project Areas 2B, 3 and 5 shall be measured against the sum of (i) the local sales, use and transient guest taxes collected during a base year which is twelve (12) months immediately prior to the month in which the District was established in October of 2005, which was $0.00; and (ii) any Relocation Local Base Year Revenues (collectively, the "Local Base Year Revenues," together with the State Base Year Revenues, the "Base Year Revenues"). For a period of twenty (20) years from the approval of the Project Area 2B Plan, Project Area 3 Plan and Project Area 5 Plan, the UG shall cooperate with the State, and the Escrow Agent to properly allocate Incremental Taxes to pay STAR Bonds issued for such Project Areas, unless such STAR Bonds shall be paid in full and retired prior to the end of such twenty (20) year period (the "STAR Bond Collection Period"). Notwithstanding the foregoing, the parties agree to the following with respect to collection of the State Increment and Local Increment derived from the Menards in Project Area 3, which is currently open and operating (the "Menards Revenues"):

(i) From the date of the First Issuance through June 30, 2021, 100% of the State Increment that comprises the Menards Revenues shall flow through the Tax Distribution Agreement and be disbursed to the State, and 100% of the Local Increment that comprises the Menards Revenues shall flow through the Tax Distribution Agreement and be disbursed to the UG. No portion of the Menards Revenues collected on or before June 30, 2021 shall be used to pay principal and interest on the STAR Bonds.

(ii) Commencing on July 1, 2021 and continuing for the entire STAR Bond Collection Period, 100% of the Local Increment that is derived from the Menards Revenues shall be used to repay the STAR Bonds.

(iii) Commencing on July 1, 2021 and continuing until the later of (x) July 1, 2022, or (y) the Substantial Completion and opening of the last of the Homefield Building, Homefield Outdoor and Homefield Baseball, 25% of the State Increment that is derived from the Menards Revenues (the "Menards State Increment") shall be pledged to the STAR Bonds, the remaining 75% of the Menards State Increment shall be transferred to the Series 2015B Trustee to be used to repay the Series 2015B Bonds. The Menards State Increment used to repay the Series 2015B Bonds pursuant to this subsection (and the subsections below) shall be in addition to any and all State Increment generated in Project Areas 1 and 2A which is already being used to repay the 2015 STAR Bonds. Notwithstanding the foregoing, the 25% of the Menards State Increment that is pledged to STAR Bonds as of July 1, 2021 shall be escrowed and not available to the holders of such STAR Bonds unless and until Developer has satisfied the conditions in Section 4.5(c)(iv) and (v) and commenced vertical construction of each of the Homefield Building, Homefield Outdoor and Homefield Baseball. If Developer fails to satisfy the conditions in Section 4.5(c)(iv) and (v) and commence vertical construction of the Homefield Building, Homefield Outdoor and Homefield Baseball on or before July 1, 2022, then any and all such escrowed funds shall be transferred to the Series 2015B Trustee and used to repay the Series 2015B Bonds.

(iv) Commencing on the later of (x) July 1, 2022, or (y) the Substantial Completion and opening of all of the Homefield Project (including without limitation, the Homefield Building, Homefield Outdoor and Homefield Baseball), 75% of the Menards State Increment shall be pledged to the STAR Bonds, and the remaining 25% of the Menards State Increment shall be transferred to the Series 2015B Trustee to be used to repay the Series 2015B Bonds. Notwithstanding the foregoing, the UG and the State may, by separate agreement, agree that the remaining 25% of Menards State Increment that is used to repay the Series 2015B Bonds may at some point be reduced to a lesser percentage so that a portion of such Menards State Increment is not pledged to or transferred for the benefit of any bonds and is instead retained by the State.

(v) If at any time after the later of (x) July 1, 2022, or (y) the Substantial Completion and opening of all of the Homefield Project (including without limitation, the Homefield Building, Homefield Outdoor and Homefield Baseball), and that date that Developer shall cause the development, construction and opening of a new Auto Dealership or such other new use which is projected to generate at least $20,000,000 of new annual sales in Project Area 2A **and** the new Improvements within the Project which open within Project Areas 1, 2A and 4 after the New Effective Date are projected to generate at least $40,000,000 of New Retail Sales, then 80% of the Menards State Increment shall be pledged to the STAR Bonds, and the remaining 20% of the Menards State Increment shall be transferred to the Series 2015B Trustee to be used to repay the Series 2015B Bonds, provided however that, if on or after January 1, 2028, the conditions set forth immediately above in this paragraph (v) have been satisfied except for the opening of a new Auto Dealership or such other new use which is projected to generate at least $20,000,000 of new annual sales in Project Area 2A, from such point forward, the 80% / 20% allocation of the Menards State Increment described above shall apply. Notwithstanding the foregoing, the UG and the State may, by separate agreement, agree that the remaining 20% of the Menards State Increment that is used to repay the Series 2015B Bonds may at some point be reduced to a lesser percentage so that a portion of such Menards State Increment is not pledged or transferred for the benefit of any bonds and is instead retained by the State. For purposes hereof, the term "New Retail Sales" means sales within Project Areas 1, 2A and 4 which are subject to state and local sales and use taxes, in a rolling 12-month period in excess of base retail sales of $__________ existing as of the New Effective Date, with such amounts to be determined by the UG based on reports received from the Kansas Department of Revenue, and with respect to any "relocating" Auto Dealerships (as defined in subsection (g) below), New Retail Sales shall only include sales in excess of the sales amount during the twelve (12) month period immediately prior to the month in which any such Auto Dealership stopped selling automobiles and/or closed in order to relocate to the District from the prior Kansas location.

(e) STAR Bond Escrow Fund; Disbursements. The UG shall collaborate with the State and the Escrow Agent to establish and maintain a separate fund and account which will be described and defined in the Transaction Documents related to the STAR Bonds and which, for purposes of this Agreement, shall be referred to as the "STAR Bond Escrow Fund." All Incremental Taxes collected in the Project Areas 2B, 3 and 5 shall be deposited into the STAR Bond Escrow Fund. Tax Distribution Agreement Documents.

(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 be disbursed to Developer in an amount greater than 50% of the Total Project Costs. Developer and the UG hereby agree that the STAR Bond Proceeds available for disbursement to Developer to pay for Project Costs at any given time shall be limited to an amount which is equal to the amount of Total Project Costs for which Developer has received Private Funds credit in accordance with Section 4.5(c)(vi) and Section 4.5(d)(i) below, excluding the costs for land (other than the Purchase Price, which shall be included) and excluding legal fees and any Homefield Project soft costs that are not considered "project costs" under the Act which exceed $3,800,000. In other words, the Total Project Costs are to be paid on a 50/50 basis between Private Funds and the available STAR Bond Proceeds, and there shall not at any time during the Term be more Total Project Costs paid with STAR Bond Proceeds than the amount of Total Project Costs that Developer has received Private Funds credit in accordance with Section 4.5(c)(vi) and Section 4.5(d)(i) of this Agreement (the "50/50 Limitation"). By way of illustrative example of the 50/50 Limitation, if at a given point in time, Developer has received Private Funds credit to date of $200, then Developer's maximum disbursement from STAR Bond Proceeds may not exceed $100. However, the parties further understand and agree that if at a given point in time, Developer has incurred (or caused to be incurred) $225 of Project Costs, of which $100 satisfies the conditions in Section 4.5(c)(vi), then (i) at that particular time, no more than $100 of STAR Bond Proceeds may be disbursed to Developer to pay for Project Costs, but (ii) if Developer later satisfies the conditions in Section 4.5(c)(vi) for an additional $25 of Project Costs, then $25 of additional STAR Bond Proceeds may be disbursed to Developer to pay for the remaining $25 of Project Costs. Credit for Private Funds for purposes of the 50/50 Limitation shall be evidenced to the UG as set forth in Section 4.5(c)(vi) and Section 4.5(d)(i).

(g) Limitations for "Relocating" Auto Dealerships. The parties recognize and acknowledge certain provisions in the Act governing the "relocation" of certain businesses into STAR bond districts, and the parties specifically agree that none of the STAR Bond Proceeds may be spent in any manner that directly benefits any Auto Dealerships that relocate from elsewhere in the State of Kansas into the District. All State Increment for any such Auto Dealership shall be based only upon State sales taxes derived from taxable sales for such Auto Dealership in excess of the State sales taxes collected by such Auto Dealership from the prior Kansas location during a base year which is twelve (12) months immediately prior to the month in which the Auto Dealership stopped selling automobiles and/or closed in order to relocate, as determined by the State (the "Relocation State Base Year Revenues"). All Local Increment for any such Auto Dealership shall be based only upon local sales and use taxes derived from the taxable sales for such Auto Dealership in excess of the local sales and use taxes collected by such Auto Dealership from the prior Kansas location during a base year which is twelve (12) months immediately prior to the month in which the Auto Dealership stopped selling automobiles and/or closed in order to relocate, as determined by the State (the "Relocation Local Base Year Revenues"). Without limiting the generality of the foregoing, if the relocating Auto Dealership is relocating from within Wyandotte County, the parties understand and agree that (i) the Wyandotte County portion of the Relocation Base Year Sales Taxes from any such relocating Auto Dealership shall be distributed in accordance with the normal County process, but (ii) the City portion of the Relocation Base Year Sales Taxes for any such relocating Auto Dealership shall be distributed proportionately among the cities which are affected by the relocating Auto Dealership.

(h) Shortfalls in STAR Bond Costs. In the event that the STAR Bond Proceeds for the Homefield Project, or any other Improvements that Developer proceeds to construct, shall be insufficient in any respect to pay all of the STAR Bond Costs, then Developer understands and agrees that it will, from time to time as necessary, pay any and all such STAR Bond Costs with Private Funds.

(i) Excess STAR Bond Proceeds. In the event that the STAR Bond Proceeds allocated by the Total Project Budget for payment of the STAR Bond Costs exceed the STAR Bond Costs, and the Improvements included therein have been certified as fully completed and paid for, free of mechanics liens, such excess STAR Bond Proceeds shall be held and applied pursuant to the STAR Bond Indenture.

(j) 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) eligible for payment or reimbursement pursuant to the Act, and (ii) eligible pursuant to the terms of this Agreement and the Transaction Documents.

(k) Compliance with the Act. 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, or payments as detailed herein, 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. 12-17,167(c), which shall apply to the STAR Bonds.

(l) Discretion of the UG's Commission. Developer understands and agrees that the UG cannot bind future governing bodies regarding the authorization, issuance, sale or delivery of STAR Bonds and nothing contained herein shall in any way bind the UG's Commission to accept or reject any proposal to authorize, issue, sell or deliver the STAR Bonds, which decision shall unconditionally remain within the sole discretion of the Commission. Among other things, Developer understands and agrees that the UG shall have the right to approve the interest rate and the other terms of the STAR Bonds. Without derogating the aforementioned provision, the UG acknowledges performance by Developer under this Agreement is not financially feasible without issuance of the STAR Bonds under the terms of this Agreement and the issuance of STAR Bonds is the foundation for the public-private partnership set forth in this Agreement.

(m) Costs of Issuance. The parties agree that the principal amount of the STAR Bonds actually issued will 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, capitalized interest, and other reserves.

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

(o) No Project Area 1, 2A and/or 4 STAR Bond Revenues. The parties understand and agree that no State Increment, Local Increment or STAR Bond Proceeds from Project Areas 1, 2A or 4 shall be available to Developer whatsoever. However, nothing herein shall be deemed to preclude the UG, the State and Developer to mutually agree (in each party's sole discretion) in the future to issue additional STAR Bonds based on new development within Project Areas 1, 2A or 4 after payment in full of the 2015 Bonds; provided however that any such future agreement would need to be separately approved and documented in writing by the UG, the State and Developer.

4.3 Issuance of Obligations. It is anticipated that the First Issuance may be issued in the fourth quarter of 2020 and that the UG, in its sole discretion, may authorize the Second Issuance in the future, in accordance with Applicable Laws and Requirements, including without limitation, the Act. The terms and conditions of this Section 4.3 shall govern and control the issuance of the STAR Bonds.

(a) Terms and Interest Rate. Any STAR Bonds shall be issued in an amount, on terms and at an interest rate(s) 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 of Commerce. 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, but the UG shall have the sole right, power and authority to determine the amount, terms, interest rate or rates and other terms and conditions of the STAR Bonds, subject to the approval of the Secretary of Commerce. The interest rate on the STAR Bonds is subject to a statutory cap as described in Section 4.2(k).

(b) Underwriters. The underwriter(s) for any public offering of STAR Bonds shall be selected by the UG.

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

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

(i) Prior to any public offering of any STAR Bonds pursuant to this Agreement, the UG, in consultation with the Developer and the underwriter of such STAR Bonds, shall obtain a study from an independent third party consultant that the development of the Project (or the particular component thereof) will generate revenue sufficient to pay debt service on the STAR Bonds amortized through the Term with a coverage factor that the underwriter determines is necessary, and that is agreed to by the Developer and the UG.

(ii) The terms of the STAR Bonds, including but not limited to limitations on sales and transfers to sophisticated investors only, shall be acceptable to the UG in its sole discretion.

(iii) Any underwriter of publicly offered STAR Bonds shall hold the STAR Bonds in its own account or be responsible for marketing and selling the STAR Bonds, and the UG shall be under no obligation to issue STAR Bonds if such STAR Bonds are not marketable after reasonable efforts by such underwriter.

(iv) The Kansas Attorney General approves the transcript of proceedings relating to the STAR Bonds as required by Applicable Laws and Requirements.

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

(e) Statutory 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 Act requires an annual audit by a certified public accountant of the use of the STAR Bond Proceeds by the UG. Developer agrees that it shall cooperate with each such audit and Developer shall reimburse the UG for all of the costs and expenses associated with such audits.

(f) Discretion of the UG's Commission. Further, Developer understands and agrees that the UG cannot bind future governing bodies of the UG regarding the authorization, issuance, sale or delivery of STAR Bonds and that nothing contained herein shall in any way bind the Commission of the UG to accept or reject any proposal to authorize, issue, sell or deliver the STAR Bonds, which decision shall unconditionally remain within the sole discretion of such Commission. 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. Without derogating the aforementioned provision, the UG acknowledges performance by Developer under this Agreement is not financially feasible without issuance of STAR Bonds under the terms of this Agreement and that the issuance of STAR Bonds is the foundation for the public-private partnership set forth in this Agreement.

(g) 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.

(h) 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.

4.4 Community Improvement District. It is contemplated by the parties that portions of the Project may be funded in part by one or more community improvement districts (each, a "CID" and collectively, "CIDs") established pursuant to K.S.A. 12-6a26 *et seq.* (the "CID Act") within the District, each with a CID sales tax ("CID Sales Tax"). The UG previously created one such CID in the District, the boundaries of which generally encompass Project Area 1 (the "Waterpark CID"), and the UG Commission approved the levy of a 2% CID Sales Tax which was imposed on July 1, 2013 and will end on June 30, 2035. Developer acknowledges and agrees that Developer has no right to, or interest in, the Waterpark CID whatsoever, nor shall Developer have rights or access to any CID Proceeds generated by the Waterpark CID. Within one hundred and twenty (120) days following the Assignment and SVV's sale of the SVV Site to Developer, the UG hereby directs its staff to bring forward a termination of the Waterpark CID for consideration by the UG's Commission. Given the importance of potential additional CIDs to the Public Financing for the Project, however, the UG will also agree to consider creating one or more additional CIDs for Project Area 1 and/or other portions of the District in the future, subject to the UG Commission's sole and absolute discretion at the time of any such request. Developer understands and agrees that the UG cannot bind governing bodies of the UG regarding the approval of future CIDs and nothing contained herein shall in any way bind the Commission of the UG to approve future CIDs, which decisions shall unconditionally remain within the sole discretion of such Commission. As and when any CID is brought to the UG Commission for approval, the UG and Developer will have identified certain specific Project Costs which may be paid with CID Revenues if and to the extent that such Project Costs are: (i) agreed upon by the parties and identified on the Total Project Budget (as the same may be amended by the parties from time to time), and (ii) eligible for payment or reimbursement pursuant to the CID Act (the "CID Project Costs"), which CID Project Costs will be reimbursable from the revenues of the CID Sales Tax less the CID Administrative Fee (as defined in this Section 4.4(f) below) (the "CID Proceeds"). The UG and Developer hereby agree that the Purchase Price will, at Developer's request, be deemed to be included as a CID Project Cost, provided however that Developer recognizes and agrees that if and to the extent that the Purchase Price is actually reimbursed with CID Proceeds (and the Purchase Price shall be deemed to be reimbursed with the first CID Proceeds disbursed to Developer), the amount of the Purchase Price so reimbursed shall not thereafter be deemed to be Private Funds and therefore cannot be counted as First Issuance Private Capital; if the Purchase Price (or a portion thereof) is reimbursed with CID Proceeds, then the Purchase Price (or such portion thereof) that previously constituted Private Funds must be replaced by or through Developer with an equivalent amount of other Private Funds. Further, in connection with any future CID, the parties hereby agree as follows:

(a) CID Fund. All CID Sales Tax generated and collected within a CID shall be deposited into a CID Fund for that particular CID, which shall be established and administered by the UG in compliance with the laws of the State and the provisions contained in this Agreement.

(b) Pay-As-You-Go Basis. The parties agree that any CID Proceeds shall be disbursed by the UG to Developer on a pay-as-you-go basis ("Pay-Go CID Financing"), but not more often than quarterly to reimburse Developer for CID Project Costs, to the extent that (i) there are CID Proceeds in the CID Fund; (ii) Developer has fully satisfied the applicable conditions precedent set forth in Section 4.5 below; and (iii) the CID collection period has not yet expired.

(c) No CID Bonds. Developer understands and agrees that all reimbursements of CID Proceeds to Developer shall be in the form of Pay-Go CID Financing, unless otherwise specifically agreed to by the parties in writing in their respective sole discretion. Nothing in this Agreement shall in any way obligate the UG to issue bonds or other obligations to reimburse Developer for CID Project Costs or any other Project Costs.

(d) Amendments to this Agreement for Each CID. The parties understand and agree that any CID approved by the UG in the future will require an amendment to this Agreement to provide the parties' specific agreements and conditions regarding, among other things, specific CID Project Costs (as described above), a cap on CID Proceeds that Developer may receive and a public/private ratio for Pay-Go CID Financing.

(e) Conditions for Reimbursement. Developer shall not receive any reimbursements for CID Project Costs from Pay-Go CID Financing unless and until the conditions precedent set forth in Section 4.5 have been fully satisfied or waived by the UG, the determination of which shall be at the sole and reasonable discretion of the UG.

(f) CID Administrative Fee. The parties agree that the UG shall receive a fee of 1% of the revenues of the CID Sales Tax for the administration and supervision of the CID (the "CID Administrative Fee").

4.5 Conditions Precedent to Disbursements from Public Financing. Developer hereby understands and agrees that the UG will hold and not disburse to Developer any STAR Bond Proceeds or CID Proceeds to pay for STAR Bond Costs or CID Project Costs, respectively, unless and until the conditions precedent set forth below have been fully satisfied as determined by the UG in its sole reasonable discretion:

(a) The UG has approved Certificate(s) of Expenditures for such STAR Bond Costs and/or CID Project Costs;

(b) 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

(c) For disbursements from the STAR Bond Proceeds of the First Issuance, the following additional conditions precedent shall apply:

(i) Developer shall have obtained all Development Plan approvals required by Applicable Laws and Requirements for the Homefield Project;

(ii) Developer shall have closed on the acquisition of the SVV Site;

(iii) Developer shall have paid the Purchase Price and closed on the UG Property;

(iv) Developer shall demonstrate, to the reasonable satisfaction of the UG's representatives, that Developer has, in addition to the STAR Bond Proceeds from the First Issuance, equity or other private financing to fund the difference between the STAR Bond Proceeds and the $90,000,000 anticipated cost of the Homefield Project;

(v) Developer shall obtain, and allow confidential review by the UG of, one or more guaranteed maximum price design-build construction contracts for the Homefield Project 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;

(vi) Subject to the terms and conditions set forth in Section 4.6(c) below, Developer shall have demonstrated the portion of the First Issuance Private Capital necessary to satisfy the required public/private sharing ratio (as set forth in Section 4.2(b)(i) above) for the portion of the First Issuance requested to be disbursed. This condition shall be satisfied by presenting evidence of actual expenditure of First Issuance Private Capital, submitted to and approved by the UG as set forth in Section 4.6(c) and additionally (except for and excluding the SVV Infrastructure), this condition shall be satisfied by presenting: (a) a detailed construction budget, including detailed line items specifying the hard construction costs and soft cost budget for the portion of the Project to be used to demonstrate such portion of the First Issuance Private Capital; (b) building permits associated therewith; (c) a contract with Developer with requirements to commence and complete such portion of the Project on a defined schedule (provided however that a completion date is shall not be required for the Phase 1 Multi-Family Project as defined in Section 4.11 below); and (d) evidence that vertical construction of such portion of the Project has commenced. Notwithstanding the foregoing, the parties hereby agree that the First Issuance Private Capital for each portion of the Project shall be limited as follows:

(x) for the first Auto Dealership located in Project Area 2B and the first destination retail Store Operator in Project Area 3, the parties agree that Developer will receive First Issuance Private Capital credit for 80% of the amount described in subsection (vi)(a) above upon commencement of vertical construction of such portion of the Project, and the balance of such First Issuance Private Capital credit shall be available if, when and only to the extent that Developer provides evidence of actual expenditure of First Issuance Private Capital for more than 80% of the amount in subsection (vi)(a) above, with such expenditures submitted to and approved by the UG as set forth in Section 4.6(c) below; and

(y) for the Phase 1 Multi-Family Project and any other portions of the Project for which Developer requests, First Issuance Private Capital credit, the parties agree that Developer will receive First Issuance Private Capital credit for 60% of the amount described in subsection (vi)(a) above upon commencement of vertical construction of such portion of the Project, and the balance of such First Issuance Private Capital credit shall be available if, when and only to the extent that Developer provides evidence of actual expenditure of First Issuance Private Capital for more than 60% of the amount in subsection (vi)(a) above, with such expenditures submitted to and approved by the UG as set forth in Section 4.6(c) below.

(vii) The 50% Limitation required pursuant to Section 4.2(f) has been satisfied; and

(viii) Developer shall provide Certificates of Expenditure (or other deliverables as described in subsection (vi) above) which evidence $1.00 of First Issuance Private Capital for each $1.00 of STAR Bond Proceeds that is to be disbursed to Developer pursuant to Section 4.6(b) below, all to the satisfaction of the UG;

(ix) Developer shall have used commercially reasonable efforts to negotiate and execute a written agreement with each of the following school districts: USD 202, USD 203, USD 204 and USD 500 that would allow the Homefield Project to be used by the students of such school districts a certain number of days per year for trainings and events, at reasonable off-peak times, at no admission cost to the schools or students (but the schools/students may be responsible for any actual out-of-pocket expenses, utilities, etc.), and such use shall be subject to all normal operating rules and procedures at all times; and

(x) Developer shall have provided the Design Criteria to be attached as **Exhibit 14** and the Landscape Plan to be attached as **Exhibit 15**.

(d) For disbursements from the STAR Bond Proceeds of the Second Issuance, the following additional conditions precedent shall apply:

(i) All Development Plan approvals required by Applicable Laws and Requirements shall have been obtained for the Project components that are expected to generate Incremental Taxes to support the STAR Bonds, as described in the feasibility study referenced in Section 3.3(b);

(ii) Vertical construction shall have commenced on the Project components that are expected to generate Incremental Taxes to support the STAR Bonds, as described in the feasibility study referenced in Section 3.3(b);

(iii) The 50% Limitation required pursuant to Section 4.2(f) has been satisfied; and

(iv) Developer shall provide Certificates of Expenditure which evidence the expenditure of $2.15 of Second Issuance Private Capital for each $1.00 of STAR Bond Proceeds that is to be disbursed to Developer (except that if any of the STAR Bonds in the Second Issuance are to be used to reimburse First Issuance Private Capital, this requirement shall be $3.50 of Second Issuance Private Capital for each $1.00 of STAR Bond Proceeds) pursuant to Section 4.6(b) below, all to the satisfaction of the UG.

(e) For reimbursements from any Pay-Go CID Financing (except for reimbursement of the Purchase Price), Substantial Completion of the Improvements associated with the CID Project Costs sought to be reimbursed shall have been achieved.

4.6 Certificates of Expenditure for Reimbursement from STAR Bond Proceeds and CID Proceeds. The parties hereby agree as follows:

(a) Certificate of Expenditure. In order to receive disbursement of STAR Bond Proceeds or Pay-Go CID Financing to pay for (or reimburse) Project Costs, Developer shall submit a certificate of expenditure in the form attached hereto as **Exhibit 13** (each, a "Certificate of Expenditure") attesting that the Project Costs have been incurred (or will be, upon disbursement of the STAR Bond Proceeds) 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 Project Fund and CID 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 (STAR Bond Project Fund or CID 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 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. Developer shall further certify to the UG that it will only use: (i) the STAR Bond Proceeds for STAR Bond Costs, and (ii) the CID Proceeds for CID Project Costs.

(ii) The Certificate of Expenditure shall be accompanied by an accounting of the Private Funds expended to date or otherwise evidenced in satisfaction of Section 4.5(c) or 4.5(d) (as applicable), along with supporting documentation therefor, and the amount of all STAR Bond Proceeds and CID Proceeds received by Developer to date.

(iii) The Certificate of Expenditure shall be accompanied by bills, contracts, invoices, 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 Project 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 (or pending payment) and constitute STAR Bond Costs and/or CID Project Costs.

(vi) The UG shall have 60 calendar days after receipt of any Certificate of Expenditure from the Developer (except for the portion of any Certificate of Expenditure that includes the last 4% of the STAR Bond Proceeds, which the UG shall review and respond to following the UG's verification of compliance with LBE/MBE/WBE participation as described in Section 8.2 below and **Exhibit 17** attached hereto) 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 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 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) Confirmation of First Issuance Private Capital; Implications of Shortfalls. Within ninety (90) days following the receipt of a permanent certificate of occupancy for any portion of the Project that Developer received First Issuance Private Capital credit for pursuant to Section 4.5(c)(vi) above, Developer shall prove-up the amount of First Issuance Private Capital actually expended in connection with such portion of the Project (the "First Issuance Private Expenditure") by presenting bills, contracts, invoices, lien waivers and such other evidence as the UG may reasonably require to document appropriate payment. The UG shall have 90 days after receipt of such documentation to review and respond by written notice to Developer whether the First Issuance Private Expenditure meets or exceeds the amount of First Issuance Private Capital that Developer received credit for under Section 4.5(c)(vi). If and to the extent the First Issuance Private Expenditure is less than the amount of First Issuance Private Capital that Developer received credit for pursuant to Section 4.5(c)(vi) (a "First Issuance Private Capital Shortfall"), such First Issuance Private Capital Shortfall shall not thereafter be deemed to be Private Funds. If First Issuance STAR Bond Proceeds remain, any remaining First Issuance Private Capital credit previously given pursuant to Section 4.5(c)(vi) shall immediately be reduced by the amount of the First Issuance Private Capital Shortfall. If First Issuance STAR Bond Proceeds have been fully expended in reliance on the First Issuance Private Capital Shortfall, then the amount of such shortfall must be replaced with an equivalent amount of other Private Funds (or such other amount necessary to achieve the First Issuance Private Capital requirement) and evidenced in a Certificate of Expenditure under this Section 4.6 hereof prior to the issuing any Second Issuance. The parties further agree that:

(i) If Developer has not so replaced the First Issuance Private Capital Shortfall, and the Second Issuance has not yet occurred, within eighteen (18) months following the UG's written determination of the existence of such First Issuance Private Capital Shortfall following the UG's written determination of the existence of such First Issuance Private Capital Shortfall following the UG's written determination of the existence of such First Issuance Private Capital Shortfall following the UG's written determination of the existence of such First Issuance Private Capital Shortfall, then Developer shall be required to pay the amount of the First Issuance Private Capital Shortfall to the UG; and the UG hereby agrees that upon receipt of any such First Issuance Private Capital Shortfall payment, the UG shall use such moneys to redeem or pay the principal of and/or interest on First Issuance STAR

Bonds. Notwithstanding the foregoing, if Developer has not replaced the First Issuance Private Capital Shortfall within eighteen (18) months as described above, Developer will not be required to pay the UG such First Issuance Private Capital Shortfall payment as long as (x) Developer has shared with representatives of the UG a fully-executed contract for a project that will replace such First Issuance Private Capital and has properly submitted (or caused to be submitted) planning applications for such project within the eighteen (18) month period, and (y) Developer causes such project to be diligently pursued to completion, and (z) the First Issuance Private Capital Shortfall has, in any event, been fully replaced within twenty four (24) months following the UG's written determination of the existence of such First Issuance Private Capital Shortfall.

(ii) If and to the extent the First Issuance Private Expenditure is greater than the amount of First Issuance Private Capital that Developer received credit for pursuant to Section 4.5(c)(vi), such excess First Issuance Private Expenditure shall be utilized for purposes of evidencing either additional First Issuance Private Capital or Second Issuance Private Capital.

(iii) If any portion of the Project that Developer received First Issuance Private Capital credit for pursuant to Section 4.5(c)(vi) above abandons the project and/or ceases construction activity for a period of more than 1 year, then all of the First Issuance Private Capital credit that Developer received for such portion of the Project pursuant to Section 4.5(c)(vi) above shall be revoked and such amount shall be deemed to be a First Issuance Private Capital Shortfall hereunder and subject to all of the terms and conditions described above.

4.7 Reimbursement Priority. All payments or reimbursements of whatever kind from the UG to 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, as payments by Developer for any amounts due and owing to the UG; provided, however, that 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) from Private Funds, including, without limitation: (i) all amounts delinquently due or owing, including all taxes, fees, or fines and including any interest and penalty thereon, by Developer to the UG under this Agreement, under any other agreement between Developer and the UG, or under any Applicable Laws and Requirements; (ii) all actual out of pocket costs incurred (and any interest or penalty thereon) by the UG in entering into, operating under, or enforcing this Agreement, including reasonable attorneys' fees, and all costs of pursuit of Developer (or any Affiliate); (iii) indemnification of the UG for any indemnity obligation owed by Developer (or any Affiliate) to the UG, and any interest or penalty thereon; and (iv) any reimbursement due to the UG on account of any prior overpayment or over-reimbursement to Developer under this Agreement, under any other agreement between Developer and the UG, or under any Applicable Laws and Requirements; and

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

4.8 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

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 and/or the UG's internal costs for any such review. Any such costs paid by Developer shall be reimbursable with STAR Bond Proceeds and/or CID Project Proceeds, to the extent permissible under the Act and CID Act, respectively.

4.9 Line Items. The parties hereby agree that any increase in line item amounts in the columns labeled "STAR Bonds" or "CID" in the Total Project Budget as set forth on **Exhibit 12** may be made by Developer as long as (a) no such increase represents more than a 10% change per line item, and (b) Developer provides Wyandotte County Administrator's office with prior written notice of such change. No increase will be effective without such notice to Wyandotte County Administrator's office and a modified Total Project Budget reflecting such change. Additionally, in the event the Developer wants to increase one or more such line items in the Total Project Budget in excess of 10% per line item, then any such modifications may be requested by Developer in writing and must be approved by Wyandotte County Administrator's office. However, no such changes, whether increases or decreases, shall be permitted within the "Land Acquisition" on the Total Project Budget, and no changes in excess of 15% per line item may be approved without formal approval from the UG's Commission.

4.10 Payment of Private Project Costs.

(a) The private debt and equity funding necessary to construct the Project (the "Private Funds") shall be the responsibility of Developer and its tenants and transferees, and not the UG. Private Funds shall not include any funds which are paid for or reimbursed with STAR Bonds, Pay-Go CID Financing or other public incentive vehicles, grants or other programs whether the same are provided by the UG, the State or the federal government or their respective agencies. Developer shall be solely responsible for securing the Private Funds necessary for Improvements constructed by Developer.

(b) In the event that the Public Financing contemplated by the Total Project Budget for payment of the Project Costs associated with the Homefield Project or any other Improvements that Developer proceeds to construct, are in any way insufficient in any respect to pay all such Project Costs, then Developer agrees that it will, from time to time as necessary, pay any and all of such shortfall and complete such Improvements, lien free.

4.11 Industrial Revenue Bonds. 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 Kansas sales and use taxes for construction materials, equipment and furnishing for the Homefield Project. The parties understand and specifically agree that such IRB financing shall not be used for abatement of ad valorem taxes, unless and except for the particular circumstances set forth below and subject to a vote of the UG's Commission in its sole discretion. Further, Developer understands and agrees that any 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 shall be issued more than five (5) years after the New

Effective Date. Developer shall pay all costs and fees in connection with the issuance of the IRB financing, including without limitation, any IRB fees and costs of issuance.

Notwithstanding anything set forth herein which is seemingly to the contrary, the UG and Developer agree that the parties may in the future, after submission of an IRB application by Developer (and/or its transferees) agree to use IRB financing to provide ad valorem property tax certainty to Developer (and/or its transferees) for certain components of the Project, which shall include, at a minimum, the Homefield Project and the multi-family project proposed for construction within Project Area 1 (the "Phase 1 Multi-Family Project"). If and to the extent that the UG and Developer mutually agree, in each party's respective sole discretion, on a payment-in-lieu-of-taxes (a "PILOT") which is equivalent to 100% of the ad valorem property tax liability that Developer (and/or its transferees) should fairly expect for a 10-year term following completion of any such portion of the Project, then the UG will agree to consider any such IRBs and PILOT agreements in the future on a case-by-case basis, subject to the UG Commission's sole and absolute discretion at the time of any such request. For the Homefield Project, the parties agree that the PILOT schedule shall be as set forth on **Exhibit 18**. Further, Developer hereby understands and agrees that the UG cannot bind governing bodies of the UG regarding the approval of future IRBs and PILOT agreements and that nothing contained herein shall in any way bind the Commission of the UG to approve future IRBs, which decisions shall unconditionally remain within the sole discretion of such Commission.

ARTICLE 5
STAR BOND CLOSING

5.1 STAR Bond Closing. The term "STAR Bond Closing" as used in this Agreement shall mean the date on which the First Issuance is issued, sold, and delivered (as those terms pertain to "draw down" bonds as described in Section 4.2(c) above). Developer shall provide written notice to the UG prior to the proposed STAR Bond Closing date, and shall use commercially reasonable efforts to do so at least three (3) weeks in advance thereof. It is hereby recognized, stipulated and agreed by Developer and the UG that neither party shall have any duty to proceed with the STAR Bond Closing or to do or perform any of the duties or obligations to be performed at the STAR Bond Closing unless and until each and all of the conditions described in Sections 3.1 and 4.3(d) have either been satisfied or waived. Notwithstanding anything herein to the contrary, the STAR Bond Closing must occur on or before the date which is one hundred twenty (120) days following the Drop Dead Date or either party shall have the right to terminate this Agreement upon written notice delivered to the other party.

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 to provide construction documents and construction oversight services for the Homefield Project and the Infrastructure Improvements to be designed, constructed and completed by Developer on or about the Site as more particularly described in Section 6.5 below. All agreements respecting architectural and engineering services shall be between Developer and such Persons, and a upon request, the UG shall have the right to confidentially review same.

6.2 Design and Plans and Specifications. Developer shall, as soon as practicable, following the UG's approval of the Development Plan for the Homefield Project, finalize and submit to the UG construction drawings of the Homefield Project (the "Plans and Specifications"), which Plans and Splecifications shall include cost estimates for the Homefield Project, and the design of which is compatible with the Second Amended District Plan, and all Applicable Laws and Requirements. Developer recognizes, stipulates and agrees that the Plans and Specifications will be presented to and subject to approval by the appropriate Government Authorities as part of the construction permitting process. Without the prior written approval of the appropriate Government Authorities, there shall be no Material Changes to the Plans and Specifications. Developer and the UG further agree as follows:

(a) Developer shall, as soon as practicable (but in all events prior to the earlier of (i) submission of an application for a building permit, or (ii) the date of the STAR Bond Closing), provide the UG with a detailed design criteria that sets forth the architectural design of the Improvements that are a part of, and the building materials to be used in, the construction of the Homefield Project (the "Design Criteria"). The Design Criteria must be approved by the UG in its reasonable discretion, and upon such approval, shall be attached to this Agreement as **Exhibit 14**.

(b) Developer shall, as soon as practicable (but in all events prior to the earlier of (i) submission of an application for a building permit, or (ii) the date of the STAR Bond Closing), provide the UG with a landscape plan, which sets forth a detailed plan for landscaping of the Homefield Project (the "Landscape Plan"). The Landscape Plan must be approved by the UG in its reasonable discretion, and upon such approval, shall be attached to this Agreement as **Exhibit 15**.

6.3 General Contractor and Construction Documents. Developer shall select and retain one or more outside, third-party general contractors (each a "General Contractor") for the Homefield Project and the various components of the Improvements to be constructed by Developer. Each such General Contractor must have experience in similar-sized projects in the Kansas City metropolitan area, including a track record of working with union labor and meeting LBE/MBE/WBE goals.

(a) Developer represents that its construction documents relative to the Homefield Project (the "Construction Documents,") will require and provide for (i) the design, development, construction, equipping and completion of such Improvements in accordance with the Plans and Specifications and all Applicable Laws and Requirements, and (ii) a guaranteed maximum price or other commercially reasonable payment structure acceptable to the UG and Developer, and(iii) guaranteed Substantial Completion not later than the Completion Dates (with liquidated damages for failure, or other commercially reasonable penalties for nonperformance as acceptable to the UG and Developer), and (iv) surety of performance and labor and material payment bonds in the full amount of the Construction Documents. Developer agrees that the UG will be provided with an opportunity to confidentially review the Construction Documents for the Homefield Project,

(b) The Construction Documents, and any other contracts for the design, development, acquisition, construction and completion of any Improvements by Developer, as well as all other contracts or agreements relating to the Project to which Developer is a party, shall comply and conform with this Agreement and all Applicable Laws and Requirements.

6.4 Changes or Amendments. Developer shall promptly deliver to the UG copies of all change orders, or other changes or amendments to the Construction Documents, that under the Applicable Laws and Requirements would otherwise be required to be submitted to the UG for permitting purposes. Developer agrees with the UG that (a) it will perform its duties and obligations under the Construction Documents and (b) enforce the obligations of all other parties thereunder.

6.5 Infrastructure Improvements.

(a) Developer hereby understands and agrees that, except as specifically set forth herein, all of the infrastructure improvements on property owned by Developer that are necessary for the Project – including, without limitation, all site work, utility installation and relocation, sewers, drainage facilities, traffic control, streets, sidewalks, drives, etc. (the "Infrastructure Improvements") – will be designed, developed and constructed by Developer or its tenants or transferees at their sole cost and expense when the Improvements dependent on such Infrastructure Improvements move forward. However, the parties further agree that to the extent that the Project Costs for the Infrastructure Improvements are eligible and legally permissible, such Project Costs may be paid for or reimbursed with STAR Bonds. Whether any given infrastructure improvement is necessary for a given portion of the Project and thus an "Infrastructure Improvement" for purposes of this Agreement shall be determined in normal course during the Development Plan approval process.

(b) The SVV Site currently has a drive entrance on the north side of State Avenue directly across from St. Patrick's Catholic Church (the "Church"). At such time that a Development Plan is approved by the UG that shows access for the Improvement that is the subject of the Development Plan through such drive entrance, Developer shall, within thirty (30) days after such approval, pay to the UG the sum of One Hundred and Fifty Thousand and NO/100 Dollars ($150,000.00), which is intended to be used by the UG or the Church to make improvements to the Church's access to State Avenue and construct a connecting drive between the Church's parking facility and the medical plaza located to the west of the Church.

6.6 Commencement and Completion of Homefield Project. Developer hereby agrees that it shall commence and complete the Homefield Project on or before the dates set forth as follows:

(a) Developer hereby agrees that Commencement of Construction on each of the Homefield Building, Homefield Outdoor and Homefield Baseball shall occur on or before July 1, 2021.

(b) Developer agrees that Substantial Completion of Homefield Baseball shall occur on or before September 1, 2022.

(c) Developer agrees that Substantial Completion of the Homefield Building and Homefield Outdoor shall occur on or before October 1, 2022.

6.7 Responsibility for Design and Construction. Developer shall receive no separate fee from the UG or Public Financing for acting as construction manager or developer of the Project. Notwithstanding anything set forth herein to the contrary, with respect to construction of the Homefield Project, the Plans and Specifications shall be sealed by Developer's principal architect and shall require that such 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.

6.8 Payment and Performance Bonds. The 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 relevant Project Costs, as set forth in the Construction Documents. Such bonds shall be in form and substance and issued by a corporate surety satisfactory to Developer and the UG. Such bonds shall be in favor of Developer, the Permitted Mortgagee, and such other parties as are required in connection with the issuance of the STAR Bonds.

6.9 Permits and Reviews. Developer hereby recognizes, stipulates and agrees that: (a) in the design, construction, completion, use or operation of the Improvements, Developer, or its General

Contractor, or Developer's tenants or transferees or their contractors, shall procure and pay for any and all permits, licenses or other forms of authorizations that are, from time to time, required; and (b) nothing herein shall be construed as any release by the UG of the responsibility of such Persons to comply with, and satisfy the requirements of, all Applicable Laws and Requirements; the UG agreeing, however, that (i) it will, to the extent possible, expedite all plan review and permitting in connection with the design and construction of the Improvements, and (ii) it will not, from and after the New Effective Date up to and including the last of the Completion Dates set forth in Section 6.6 above, increase the costs of any such permits for the Project beyond what they are on the New Effective Date.

6.10 Review and Cost Verification. During construction of the Project, the UG and Developer shall establish appropriate review procedures pursuant to which the UG and/or a designee of the UG to: (a) review Certificates of Expenditure, and (b) inspect and review (which may include an audit of) records to verify the STAR Bond Costs which are incurred and paid in accordance with the Second Amended District Plan and to verify that construction is proceeding in accordance with the Second Amended District Plan, the Plans and Specifications and all Applicable Laws and Requirements. Developer will cooperate with the UG in such reviews and the costs and expenses for such reviews shall be paid by Developer and if such costs are eligible, the same may be reimbursed with STAR Bond Proceeds, provided that such financing is available, feasible and legally permissible. All disbursements of STAR Bond Proceeds shall be subject to the written approval of the UG pursuant to the terms of this Agreement.

6.11 Periodic Meetings. From the New Effective Date until Substantial Completion of all components of the Project, Developer hereby agrees to meet with the UG and/or such other parties as the UG shall reasonably designate at such intervals as Developer, the UG and any such designee shall mutually agree or reasonably request, and not more frequently than monthly, to review and discuss the design, development and construction of the Project.

ARTICLE 7
USE AND OPERATION

7.1 Term. The Term of this Agreement shall commence on the Original Effective Date and shall expire upon that date which is the later to occur of (i) amortization of all STAR Bonds; or (ii) 20 years from the date that the last of the Homefield Building, Homefield Outdoor, and Homefield Baseball opens for business; or (iii) expiration or termination of any and all IRBs and/or CIDs for the Project (the "Term"), subject to the prior termination of certain covenants and obligations as set forth in Section 7.2(e) below.

7.2 Use and Operation.

(a) Developer covenants that at all times during the Term (or such lesser period as set forth in Section 7.2(e) below), it will, at its expense:

(i) Use the Project only for the Permitted Uses.

(ii) Conduct its business at all times in a dignified quality manner and in conformity with the first-class industry standards and in such manner as to maximize sales (if applicable to operations of any particular use) and to help establish and maintain a high reputation for the Project.

(iii) Occupy the Homefield Project as soon as possible in accordance with the Completion Dates described in Section 6.6 above and for fifteen (15) years thereafter continuously operate and conduct business in 100% of the Homefield Project, and without interruption, use, occupy and operate all of the same, other than such minor portions thereof as are reasonably required for maintenance, storage and office purposes; use such storage and office space only in connection with the business conducted by Developer in the Project; furnish and install all trade fixtures and permitted signs; maintain an adequate number of trained personnel for efficient service to customers; open for business and remain open during the entire Term from at least the hours that are customary in conformance with first-class industry standards and in such manner as to maximize sales and to help establish and maintain a high reputation for the Project. Notwithstanding the foregoing, Developer hereby understands and agrees that if Developer fails to continuously operate the Homefield Project at any time during the Term, Developer shall no longer be entitled to any CID Proceeds hereunder. Notwithstanding the foregoing, the parties hereby agree as follows:

(x) (1) the Homefield Project may be closed for all legal holidays; (2) the Homefield Project, or any portion thereof may be closed temporarily for periods during Casualty and/or reconstruction; (3) portions of the Homefield Project may be temporarily closed during remodeling; (4) Homefield Outdoor and Homefield Baseball may be closed during off-peak seasonal periods; and (5) the Homefield Project may be closed during other unusual circumstances which would preclude Developer from conducting business as usual, including but not limited to Race Days, or for health and safety reasons if Developer reasonably believes the same to be prudent and necessary.

(y) Other than the Homefield Project, the UG hereby understands and agrees that Developer will not be the end user or operator of the space contained in the Project, but that Developer shall instead have leases, purchase and sale or other similar transfer agreements which shall govern the use and operation of the balance of the Project. Accordingly, Developer hereby agrees with the UG that it shall secure a binding agreement from each such tenant, owner, user or operator of a store, Auto Dealership, restaurant or other use in the Project (each, a "Store Operator"), which agreement(s) (each, a "Store Operator Agreement" and collectively, the "Store Operator Agreements") shall contain normal and customary provisions. Developer hereby agrees to use commercially reasonable efforts to include a continuous operations covenant in each of the Store Operator Agreements consistent with the terms of Section 7.2(a)(iii), and Developer shall use its commercially reasonable efforts to enforce any such provision, provided that in no event will Developer be required to commence any legal actions as part of such enforcement obligation. The UG hereby understands and agrees that for the portion of the Project that will be occupied by Store Operators, Developer's performance of the obligations set forth in this subsection (y) shall fully satisfy the requirements set forth in Section 7.2(a)(i) - (iii).

(z) Developer will also provide in each Store Operator Agreement provisions as to sales and use taxes payable to the UG or the State in connection with sales made or services furnished from, or in, on or about, or respecting the Project or any portion thereof, and Developer shall use commercially reasonable efforts to cause each Store Operator, in its Store Operator Agreement, to provide the UG with the information described in Section 8.5 below.

(iv) Perform its duties to repair, restore and replace the Homefield Project and any other Improvements in the Project owned by Developer, and use commercially reasonable efforts to require Store Operators that are owners, rather than tenants, to repair, restore and replace any other Improvements in the Homefield Project, all in accordance with Section 7.11(b) and (d).

(b) Developer agrees that, for and during the Term, it and any of its Affiliates (and any officer, director or shareholder owning capital stock of Developer or any Affiliate) will not, either within the State or within the Restricted Area, directly or indirectly, own, operate, manage or be financially interested in, either itself or with others, a business like or similar to the Project. The UG and Developer hereby agree that the foregoing shall not preclude Developer or any of its Affiliates (and any officer, director or shareholder owning capital stock of Developer or any Affiliate) from (i) opening, owning, operating, managing or being financially interested in new facilities that are related to the Homefield Project that do not host tournaments (except for and excluding tournaments that are operated in conjunction with the Homefield Project and other Existing Facilities), or (ii) owning, operating, managing or being financially interested in existing facilities that are related to the Homefield Project and already open as of the New Effective Date (the "Existing Facilities"); provided however, that such Existing Facilities may not be modified or expanded to be more similar to or competitive with the Homefield Project.

(c) Developer recognizes that its covenants in this Section 7.2 are a material consideration to the UG, in order that Developer might maximize potential sales possible from the Improvements during the Term.

(d) Developer acknowledges that damages for the breach of the covenants contained in this Section 7.2 may be difficult to ascertain. Accordingly, in the event of a breach of the covenants contained in this Section 7.2, then:

(i) The UG shall be entitled to pursue such damages for any breach of the covenants contained in this Section 7.2 as it elects; however, the UG shall be entitled not only to damages, but also to injunctive relief to enforce the covenants contained in this Section 7.2, to compel performance of the terms hereof, and to restrain and enjoin any breach or threatened breach thereof; and

(ii) Without limiting the generality of Sections 9.1 and 9.2 of this Agreement, the UG shall be entitled to all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of the covenants contained in this Section 7.2, but only to the extent the Person against whom the UG initiated the enforcement action actually violated the requirements of Section 7.2.

(e) Notwithstanding anything to the contrary contained in this Agreement, upon the retirement and amortization of all STAR Bonds generated by or contributing to a given Project Area, the provisions contained in the following Sections of the Agreement shall be of no further force and effect and Developer shall thereafter be released from all obligations related thereto with respect to the relevant Project Area: Sections 7.2(a)(iii) and (iv), 7.13 and 8.3.

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

7.4 Maintenance and Use. During the Term, Developer shall cause the portion of the Project that it owns and controls 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 a safe condition, consistent at all times with other comparably-situated amateur athletic facilities, auto dealerships, restaurants, lodging and retail facilities, as applicable, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Site. Nothing in this Section 7.4 shall obligate Developer to preserve, repair, renew or replace portions of the Improvements no longer used or no longer useful in the conduct of its business or prevent Developer from removing or demolishing any building(s), if in its reasonable judgment, such discontinuance is desirable in the conduct of its business and not disadvantageous in any material respect to the owners of the STAR Bonds, and as long as the same does not materially adversely affect the value of the Project or Developer's ability to (a) perform its obligations under this Agreement, or (b) as long as the STAR Bonds are outstanding, generate sales or sales taxes at the Project. Developer may make additions, alterations and changes to the Project so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements, the Second Amended District Plan and any applicable provisions of the Transaction Documents, and as long as the same do not materially adversely affect Developer's ability to (x) perform its obligations under this Agreement, or (y) as long as the STAR Bonds are outstanding, generate sales or sales taxes at the Project. Developer agrees to set aside on its books 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 adequate reserves in accordance with GAAP 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 Law and Requirements, unless contested in good faith with the assurances provided in the preceding sentence.

7.6 Payment of Taxes and Other Charges. During the Term of this Agreement, Developer and its Affiliates shall pay when due all real estate taxes and assessments on the property it owns within the City and/or Wyandotte County. In the event that Developer or its Affiliates shall fail to pay all such applicable real estate taxes and assessments after any notice and cure periods set forth in Section 9.1 hereof, the parties understand and agree that, among other things, the UG may (a) terminate the IRB financing, and/or (b) suspend all reimbursements of CID Project Costs through Pay-Go CID Financing during any time that such real estate taxes and assessments on the property owned by Developer or its Affiliates within the City or County remain unpaid. Notwithstanding the foregoing, nothing contained in this Agreement shall prohibit Developer or its Affiliates from contesting the classification and/or assessed value of the properties, improvements or the taxes thereon in good faith by appropriate proceedings; provided, however, that each such party shall pay any and all amounts when due and payable that are contested under protest while any such proceedings are pending. Developer and any other owners of real property within the District 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.

7.7 Payment of Obligations. During the Term, Developer shall promptly pay or otherwise satisfy and discharge all of its obligations and all demands and claims against it as and when the same become due and payable, unless the validity, amount or collectability thereof is being contested in good faith or unless the failure to comply or contest would not materially impair its ability to perform its obligations under this Agreement nor subject any material part of the Project to loss or forfeiture.

7.8 Liens and Encumbrances. During the Term, except for a Permitted Mortgage, Developer shall not create or incur or permit to be created or incurred or to exist any mortgage, lien, security interest, charge or encumbrance upon the Project, or any part thereof, excluding any utility or other easements typically found in developments of this type, and shall promptly cause to be discharged or terminated all mortgages, liens, security interests, charges and encumbrances that are not a Permitted Mortgage. Notwithstanding the foregoing, any Permitted Mortgage shall be subject to the terms and conditions of this Agreement, including without limitation, Section 7.2 of this Agreement.

7.9 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 shall 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 pay or perform its obligations under this Agreement.

7.10 Insurance. During the Term, Developer shall maintain or caused to be maintained on the portions of the Project owned by Developer insurance on property 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 the UG, are adequate to protect Developer, the UG and such portions of the Project, but in no event in an amount less than that required by the Insurance Specifications attached hereto as **Exhibit 16**, or as otherwise required by the terms of the Transaction Documents. Each policy or other contract for such insurance shall: (a) name the UG as an additional insured with respect to liability insurance (but only in an amount equal to $500,000), and (b) 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 30 days after written notice of cancellation to Developer and each other insured, additional insured, loss payee, and mortgage payee named therein. Throughout the Term, Developer shall ensure the UG is provided with a current and accurate certificate of insurance for each coverage applicable to the Developer-owned portion of the Project, Site, and 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.

7.11 Damage, Destruction or Condemnation.

(a) In the event of damage to or destruction of any portion of the Homefield Project resulting from fire or other Casualty during the Term, or in the event any portion of the Homefield Project 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 available to Developer 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, any portion of the Improvements or any part thereof owned by Developer shall be damaged or destroyed by a Casualty (the "Damaged Facilities"), Developer (and/or its transferees), to the extent of any insurance proceeds made available to Developer (and/or its transferees), shall commence at its sole cost and expense and thereafter 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 Homefield Project or other Improvements constituting the Project owned by Developer 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 7.11(c), "substantially all of the Homefield Project or other 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.

(d) In the event of condemnation of less than the whole or substantially all of any Homefield Project or other Improvements owned by Developer, Developer, at its sole cost and expense, 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 its former condition, and shall be entitled to draw upon the Casualty Escrow for payment of said costs.

7.12 Indemnity. Developer shall 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 Project by Developer; (c) the use or occupation of the Project by Developer or anyone acting by, through or under it; (d) damage or injury, actual or claimed, of whatsoever kind or character occurring to persons or property occurring or allegedly occurring in, on or about any portion of the Site; (e) any breach, default or failure to perform by Developer under this Agreement; and (f) any act by an employee of the UG at the Site which are within or under the control of Developer or pursued for the benefit of or on behalf of Developer. 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 liability for damage arising out of (i) bodily injury to persons or damage to property caused by such party's own respective willful and malicious acts or omissions or negligence; or (ii) the acts or omissions of the UG's agents or employees. The foregoing covenants contained in this Section 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, but only with respect to liability that arises during the Term.

7.13 Prohibition on Sales, Etc. During the Term, Developer will not, without the prior written consent of the UG (and in the case of subsection (f) below, the Secretary of Commerce also): (i) assign, sell, lease, mortgage or otherwise transfer the Homefield Project, the Site or the balance of the Improvements that comprise the Project or any part thereof or any interest therein; (ii) merge with or into another company or entity or sell or transfer to another company or entity substantially all of its assets; or (iii) assign this Agreement. 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, lessee, mortgagee or transferee shall be an "Assignee." The UG shall have the right to grant or withhold its consent to any of the aforesaid in its sole discretion. Notwithstanding the foregoing, the parties hereby agree as follows:

(a) Developer may, without further approval of the UG but subject always to the terms of this Agreement, in the ordinary course of its business, make (i) sales or leases of portions of the Site or the Project to Store Operators; and/or (ii) sales or leases of the Commercial Pads of two (2) acres or less in the Project and/or (iii) "seller-financed" transactions with Store Operators, including sale/leaseback structures; provided however that Developer may not sell, lease or otherwise transfer the Site or any portion of the Project without first securing a fully-executed acknowledgement and assumption agreement (an "A&A") which is executed and delivered by the UG, Developer and the proposed transferee. Each such A&A shall identify the rights and obligations from this Agreement which shall govern and control the portion of the Site to be conveyed to the proposed transferee, including the provisions set forth in Sections 2.2(e) (compliance with Design Criteria), 2.4 (Site Restrictions), 6.5 (Infrastructure Improvements), 7.2(a)(ii) (industry standards/maximize sales), 7.2(a)(iii)(y) (Store Operator Agreement), 7.4 (Maintenance and Use), 7.5 (Compliance), 7.6 (Payment of Taxes and Other Charges), 7.7 (Payment of Obligations), 7.8 (Liens and Encumbrances), 7.9 (Licenses and Permits), 7.10 (Insurance), 7.11 (Damage, Destruction or Condemnation), 8.5 (Sales Tax Information and Continuing Disclosures), 9.1 (Default Provisions), 9.2 (Rights and Remedies), 10.1 (Waiver of Breach), 10.2 (Force Majeure), 10.3(a) (Representations and Warranties of Developer), 10.4 (Amendments), 10.5 (Construction and Enforcement), 10.6 (Invalidity of Any Provisions), 10.7 (Headings), 10.8 (Execution of Counterparts), 10.9 (Time), 10.10 (Consents and Approvals), 10.11 (Notices), 10.12 (Real Estate Commissions), 10.14 (Run with the Land), and 10.15 (Tax Implications). Each A&A shall also provide that none of Developer's rights hereunder to receive STAR Bond Proceeds or CID Proceeds will be assigned or transferred by such A&A. If and when any such A&As are recorded with the Wyandotte County Register of Deeds, the UG shall release Developer from any and all obligations under this Agreement associated with such portion of the Site or Project that is specified in the A&A.

(b) Developer also agrees that it will, upon request, provide the UG with a report that lists Store Operator Agreements entered into during the prior three (3) months with the name of the Store Operators.

(c) Developer may grant a Permitted Mortgage and/or a collateral assignment of the Developer's rights hereunder to receive STAR Bond Proceeds or CID Proceeds without further approval of the UG and without delivering an A&A so long as Developer delivers to the UG written notice of such Permitted Mortgage or collateral assignment within fifteen (15) days after such grant or collateral assignment. In the event any such lender forecloses on any such Permitted Mortgage (including a collateral assignment of any of Developer's rights and obligations hereunder), no further consent by the UG is required until such time as that lender wishes to make a further transfer, in which case the terms of this Section 7.13 shall apply. Developer may also transfer or assign this Agreement or the Site or Improvements, or any portion thereof, to an Affiliate of Developer without further approval of the UG so long as Developer delivers to the UG written notice of such transfer within fifteen (15) days thereafter.

(d) A change in the financial ownership of Developer shall not be deemed to be a violation of this Section 7.13 or require further approval of the UG as long as Robb Heineman maintains day to day management control of, and direct or indirect financial ownership in, Developer.

(e) If Developer receives an unfavorable tax ruling from the Internal Revenue Service relating to its structure as a limited liability company, Developer may assign this Agreement to a Kansas corporation that is an Affiliate of Developer.

(f) In addition to the restrictions on transfer described above, Developer agrees . . . **[State of Kansas restrictions on transfer still being negotiated.]**

7.14 Utilities. During the Term, all utility and utility services used by Developer in, on or about the Project shall be paid for by Developer and shall be contracted for or by Developer in Developer's own name, and Developer shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

7.15 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 or, to the extent Developer has failed to cure any breach within applicable notice and cure periods, to cure any defaults under 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 7.15 shall restrict or impede the right of the UG to enter the Project pursuant to any Applicable Laws and Requirements.

7.16 Environmental Matters. Developer hereby agrees that by closing on the acquisition of any portion of the Site, Developer shall assume responsibility for the costs of any remediation of any environmental conditions upon such portion of the Site. 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 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 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, any portion of the Project owned by Developer, 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 from the UG Property subsequent to Developer's closing on the acquisition of the UG Property. The foregoing covenants contained in this Section 7.16 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 for so long as Developer owns the relevant portion of the Property. Any amounts covered by the foregoing indemnification shall bear interest from the date paid by the UG at the Prime Rate plus 4%, or, if less, the maximum rate permitted by law, and shall be payable on demand.

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 rights and powers of the UG to act in its capacity as a public body. Further, nothing herein shall relieve Developer from complying with all Applicable Laws and Requirements.

7.18 Developer Donations. Section 7.17 of the Amended and Restated Agreement required that on the July 1st immediately following the opening of the Waterpark (as defined in the Original Agreement), SVV would commence annual donations to a foundation or non-profit organization designated by the UG from time to time. SVV has failed to pay the annual donations required by Section 7.17 of the Original Agreement for 2019 and 2020, and the UG has previously provided default notices to SVV regarding such failures. At closing of Developer's acquisition of the SVV Site from SVV, Developer will cause SVV to pay and deliver from SVV's sale proceeds an amount equal to Three Hundred Seventy Five Thousand and NO/100 Dollars ($375,000.00) to the UG to pay for the donation payments due in arrears, which shall constitute the final donation payments owed under the Amended and Restated Agreement. However, in lieu of the remaining donation payments from the Original Agreement, Developer hereby agrees to make investments in new economic development projects in downtown and historically urban areas of Kansas City, Kansas, and all of which investments shall be reasonably approved by the County Administrator. Developer agrees that such investments shall be at least $3,750,000 within three (3) years of the New Effective Date.

ARTICLE 8
SPECIAL PROVISIONS

8.1 Special Agreements of Developer.

(a) Developer recognizes, stipulates and agrees that it will actively market, advertise and promote the Project in the Kansas City Metropolitan area and regionally through television, radio, newspaper or other media, or through other non-media promotions or events of Developer's choice.

(b) During the Term, Developer agrees to actively participate in the civic, charitable, educational, philanthropic and economic development of the Kansas City, Kansas/Wyandotte County community in activities of its choice. Without limiting the generality of the foregoing, Developer specifically agrees that during the Term, Developer shall be an active, dues-paying member in good standing with the KCK Area Chamber of Commerce and the Wyandotte Economic Development Council. Developer further agrees to encourage its tenants and transferees to join and become dues-paying members of the Wyandotte Economic Development Council.

(c) Developer shall maintain its headquarters, offices and primary administrative operations at the Site or at an alternative location in Wyandotte County.

(d) During the Term, Developer will cause admission to the Homefield Building, Homefield Outdoor and Homefield Baseball to be discounted by no less than 20% for Wyandotte County residents. Without limiting the generality of the foregoing, Developer understands and agrees that the discount provided herein shall include, without limitation, Wyandotte County residents who attend camps at the Homefield Project.

(e) Developer shall satisfy the requirement set forth in Section 4.5(c)(vii) hereof related use of the Homefield Project by students of USD 202, USD 303, USD 204, and USD 500.

(f) Developer shall provide 500 tickets annually to the UG's Parks and Recreation Department for free admission to Homefield Outdoor and the Parks and Recreation Department may use such free tickets as it sees fit; provided, however: (i) Developer shall have the right to impose reasonable rules and restrictions regarding blackout dates and times; and (ii) secondary sale of any such tickets shall be strictly prohibited.

(g) Developer agrees to attract athletic tournaments which include out-of-town teams and participants to the Homefield Project annually, and to use its commercially reasonable efforts to promote Wyandotte County hotel options to the invitees of such out-of-town tournaments to the extent of availability/capacity.

8.2 LBE/MBE/WBE Employment Opportunity Goals. Developer agrees to comply with the agreement set forth on **Exhibit 17**, attached hereto and made a part hereof, in order to identify and provide employment opportunities for local businesses and contractors, women and minority owned businesses. For the Homefield Project undertaken by Developer, the applicable General Contractor, owner’s representative or compliance officer will provide a project utilization plan and apply "best efforts" to meet the goals as set forth in the agreement on **Exhibit 17**. The project utilization plan shall be delivered to the UG along with the applicable General Contractor contract or in the case of non-General Contractor construction projects other applicable contract, prior to commencement of the Homefield Project undertaken by Developer. If it is determined "best efforts" have not been met on the Homefield Project undertaken by Developer, the UG’s sole rights and remedies hereunder are to renegotiate the goals for future construction projects and to reduce the STAR Bond Proceeds available to Developer by four percent (4%) as set forth in the agreement attached as **Exhibit 17**. In all cases, the General Contractor or compliance officers (as applicable) will be responsible for timely reporting of LBE/MBE/WBE participation on a quarterly basis.

8.3 Intentionally Omitted.

8.4 Consultants.

(a) The UG shall have the right to engage such consultants as the UG deems appropriate at its sole cost and expense for the purposes of reviewing the policies of insurance required hereunder to confirm Developer's compliance with the terms of this Agreement. Such reviews may be conducted when policies required hereunder are issued, renewed or modified in a manner which adversely affects the UG's interests. Developer will cooperate with the UG in such review. Developer hereby agrees to notify the UG prior to the issuance, renewal or modification of any such policies.

(b) After the conclusion of construction of any Improvements undertaken by Developer, a written opinion that the Improvements were built substantially in accordance with the Plans and Specifications.

8.5 Sales Tax Information; Continuing Disclosures.

(a) Reporting of Sales and Use Taxes.

(i) Subject to the ability to comply with Applicable Laws and Requirements, 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 any private parties, banquets and/or catering conducted by Developer, excluding special charity and "no charge" events.

(ii) Developer agrees that it will itself provide, and that it will use commercially reasonable efforts, by appropriate agreement, to 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/or the escrow agent under the Transaction Documents 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 10 days after such filing. Developer agrees to use commercially reasonable efforts to include a provision to this effect in any Store Operator Agreement with any party holding or operating by, through or under it pursuant to Section 7.2(a)(iii)(y) above, or otherwise operating on or from the Site, and Developer will use its commercially reasonable efforts to enforce such provision, provided that Developer shall not be required to file legal actions as part of any such enforcement or to terminate such Store Operator Agreements in the event of non-compliance and Developer shall not be in default hereunder for any such failure by a Store Operator. 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 the 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 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 District. This obligation shall be a covenant running with the land and shall be enforceable against all such businesses operating in the District and shall only terminate upon the passage by the UG of an ordinance terminating the 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.

(iii) Pursuant to K.S.A. 12-17,174(a), the UG shall request that all of the sales, use and transient guest tax returns filed with the Kansas Department of Revenue in connection with the District be provided to the Bond Trustee, the Escrow Agent or their agents, and the Bond Trustee and Escrow Agent are required to keep all such information confidential pursuant to the terms and conditions of K.S.A. 12-17,174(a). Developer hereby understands and agrees that the UG shall have a right to interact with the Kansas Department of Revenue and/or the Bond Trustee and the Escrow Agent about such information, but the UG otherwise agrees to keep information provided to the UG confidential, except to the extent of Applicable Laws and Requirements and except as compelled by a court order.

(iv) 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.

(v) To the extent it may legally do so, information obtained pursuant to this Section 8.5 shall be kept confidential by the UG in accordance with K.S.A. 79-3657.

(vi) Developer agrees to use best efforts to obtain waivers consenting to the release by the UG of aggregate sales tax revenues generated within the District and any specific Project Area from all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the 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 the Project Area in which such entities operate, and shall further acknowledge and consent to such release even if such entity is the only retailer operating within such Project Area 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 District to incorporate the provisions of this Section 8.5(a)(vi).

(b) Continuing Disclosure.

(i) The UG understands and agrees that the UG will be required to execute and deliver continuing disclosure agreements with the dissemination agent named therein in connection with the STAR Bonds, in which the UG will agree to provide information during the Term of this Agreement about the sales and use tax receipts, the application of such receipts to the payment of debt service on the applicable bonds and comparable matters.

(ii) Developer understands and agrees that Developer will be required to execute and deliver continuing disclosure agreements with the dissemination agent named therein in connection with the STAR Bonds, in which Developer will agree to provide information during the Term of this Agreement about the construction and development of each phase of the Project, leases of retail space including such information as identity and nature of business of tenants, lease terms and square footage of leased space, sales of retail space, retailers operating in the District and comparable matters as required by any continuing disclosure agreement.

8.6 STAR Bond Limitations. Notwithstanding anything in this Agreement to the contrary, the parties intend for this Agreement to fully comply with all Applicable Laws and Requirements related to the issuance of the STAR Bonds.

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, and Developer fails to cure or remedy the same within 30 days after the UG has given Developer written notice specifying such default; or

(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 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; or

(c) 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, which Developer or such Affiliates fail to cure or remedy within any cure period provided in the Transaction Documents; or

(d) Developer or any Affiliates of Developer shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against any such party in a court having jurisdiction and said petition is not dismissed within 60 days; or Developer or any Affiliates of Developer generally is not paying its debts as such debts become due; or Developer or any Affiliate of 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 or any Affiliates of Developer and such appointment is not dismissed within 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

(e) Developer breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within 30 days of notice from the UG.

In the event of such default, 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 Developer covenants to pay and to indemnify the UG against all 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, but only to the extent the Person against whom the UG initiated the enforcement action actually violated the requirements of this Agreement.

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 Proceeds unless and until such default is cured by the Developer; (ii) terminate any 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 4.7) 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. The UG shall be entitled to specific performance and injunctive or other equitable relief (other than to compel construction) 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 that, notwithstanding anything in this Agreement to the contrary, under no circumstances shall Developer be liable for remote or consequential damages (including, but not limited to, lost tax revenues) in connection with this Agreement. Failure by the UG to enforce any such rights shall not be deemed a waiver thereof. The parties further agree as follows:

(a) 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 4%, or, if less, the maximum rate permitted by law.

(b) 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, but only if a court determines that Developer did default beyond any applicable cure period.

9.3 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 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, however, 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 remote or consequential damages. 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, under no circumstances shall the UG 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; and if Developer is the prevailing party in an action to enforce its remedies hereunder or under any of the other Transaction Documents, Developer shall be entitled, subject to Applicable Laws and Requirements, to reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of Developer in connection with the enforcement of such actions or remedies.

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, unavailability of sufficient trade laborers or materials, global pandemic such as COVID-19 or similar local health emergency, 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, failure of the UG to timely approve the Plans and Specifications/Construction Documents, war, terrorism 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 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 Kansas limited liability company duly formed and validly existing under the laws of the State. Developer is duly authorized to conduct business in 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) remain qualified to do business and conduct its affairs in the State and each jurisdiction where ownership of its property or the conduct of its business or affairs requires such qualification.

(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 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 Authority 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 Authority 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.

(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. The UG represents and warrants to Developer as follows:

(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 hereof, no consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority 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 Authority 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.

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.

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 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 North 7th Street, Suite 323
Kansas City, Kansas 66101
Telephone: (913) 573-5260
Email: bcobbins@wycokck.org

with a copy to:

Kenneth J. Moore, Esq.
Chief Counsel
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 961
Kansas City, Kansas 66101
Telephone: (913) 573-5060
Email: kjmoore@wycokck.org

and a copy to:

Douglas G. Bach
County Administrator
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, 9th Floor
Kansas City, Kansas 66101
Telephone: (913) 573-5030
Email: dbach@wycokck.org

and a copy to:

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

and a copy to:

Gina Riekhof, Esq.
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
Telephone: (816) 221-1000
Email: griekhof@gilmorebell.com

and a copy to:

Bond Trustee
____
____
____
____
____

and to Developer at:

HFS KCK, LLC
Attn: Robb Heineman
411 Nichols Road, Suite 225
Kansas City, Missouri 64112
Email: Robb@gohomefield.com

With a copy to:

Korb Maxwell, Esq.
Polsinelli, PC
900 West 48^{th} Place, Suite 900
Kansas City, Missouri 64112
Telephone: (816) 360-4327
Email: kmaxwell@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: (a) 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 (b) 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 (including without limitation, Developer's subsequent transactions with third parties for the retail or other portions of the Site). Notwithstanding anything to the contrary contained herein, this Section 10.12 shall survive the STAR Bond Closing, the UG Property 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. Subject to Section 7.13(a) which limits the obligations hereunder that a Store Operator will have by virtue of owning land within the District, 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 (i.e., the Site). At closing on the SVV Site and the UG Property Closing, the parties shall record a memorandum describing this Agreement in the land records 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.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

UG:

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:_______________________________________
David Alvey, Mayor/CEO

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on ______________, 2020 by David Alvey 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 these presents as of the day and year first above written.

DEVELOPER:

HFS, KCK, LLC, a Kansas limited liability company

By:____
Name:______________________________________
Title:_______________________________________

STATE OF _________________)
) SS.
COUNTY OF _______________)

This instrument was acknowledged before me on _______________, 2020 by _________________________ as _________________________ of HFS, KCK, LLC, a Kansas limited liability company.

____
Printed Name: ______________________________
Notary Public in and for said State
Commissioned in ____________ County

My commission expires:

____

INDEX OF EXHIBITS

EXHIBIT 1

DISTRICT – MAP

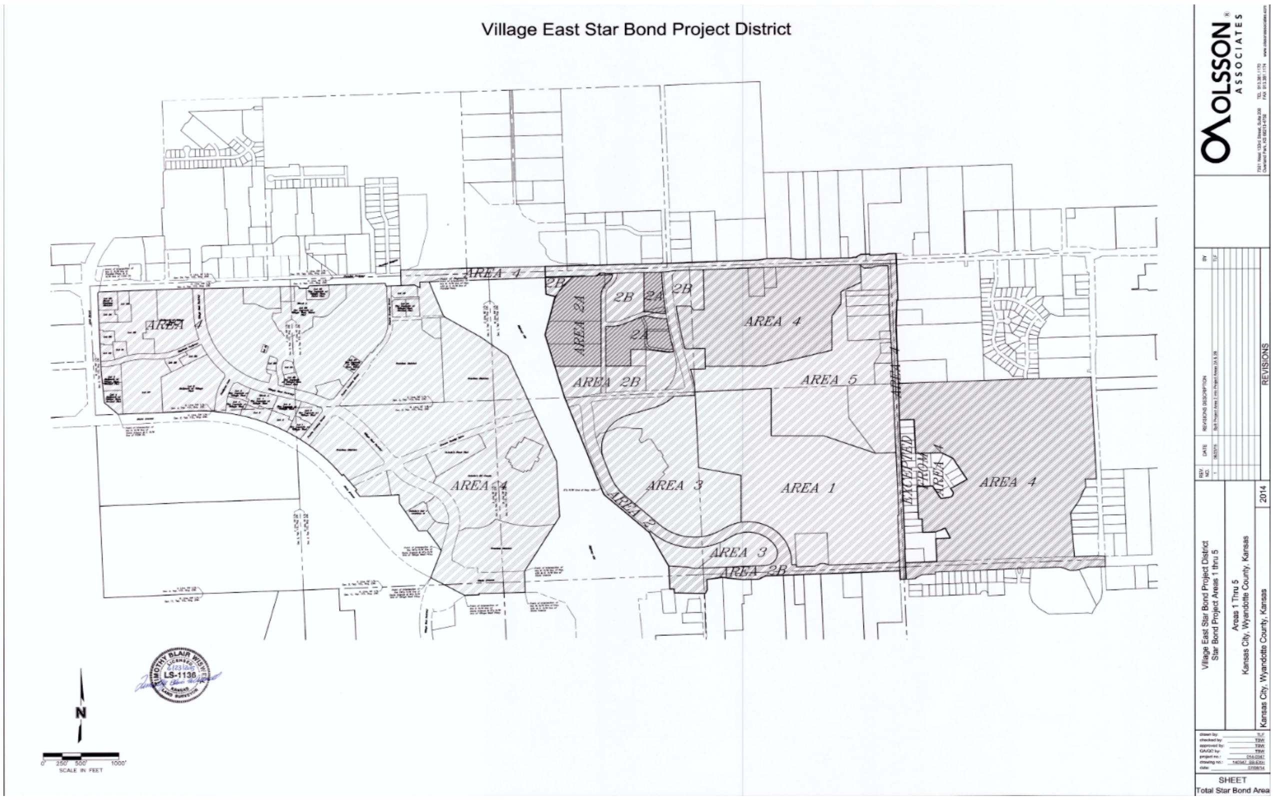


EXHIBIT 2

DISTRICT – LEGAL DESCRIPTION

Overall Star Bond Project Areas 1 thru 5 Description:

Part of platted and unplatted land in Section 01, Township 11 South, Range 23 East, Section 02, Township 11 South, Range 23 East, Section 11, Township 11 South, Range 23 East, Section 12, Township 11 South, Range 23 East, Section 35, Township 10 South, Range 23 East, Section 36, Township 10 South, Range 23 East, Section 6, Township 11 South, Range 24 East, and Section 7, Township 11 South, Range 24 East, all being in Kansas City, Wyandotte County, Kansas and being more particularly described as follows:

Star Bond Project Area 1:

Part of Lot 1, Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas, along with a portion of unplatted land, all being in the Southeast Quarter of Section 1, Township 11 South, Range 23 East, being more particularly described as follows:

BEGINNING at the Northwest corner of the Southeast Quarter of said Section 1, Township 11 South, Range 23 East; thence North 87 degrees 30 minutes 09 seconds East, along the North line of said Southeast Quarter, a distance of 1,003.58 feet; thence South 00 degrees 00 minutes 00 seconds East, departing the North line of said Southeast Quarter, a distance of 685.13 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 696.01 feet; thence South 69 degrees 44 minutes 32 seconds East, a distance of 730.33 feet, to a point on the Easterly line of said Lot 1; thence North 87 degrees 45 minutes 28 seconds, along the Easterly line of said Lot 1, a distance of 272.37 feet, to a point on the West Right-of-Way line of N. 94th Street, as now established; thence South 02 degrees 14 minutes 32 seconds East, continuing along the Easterly line of said Lot 1, and along the West Right-of-Way line of said N. 94th Street, a distance of 910.24 feet; thence South 87 degrees 45 minutes 28 seconds West, continuing along the Easterly line of said Lot 1, and along the West Right-of-Way line of said N. 94th Street, a distance of 15.00 feet; thence South 02 degrees 14 minutes 32 seconds East, continuing along the Easterly line of said Lot 1, and along the West Right-of-Way line of said N. 94th Street, a distance of 645.04 feet to the point of intersection of the West Right-of-Way line said N. 94th Street and the North Right-of-Way line of State Avenue, as now established; thence South 53 degrees 02 minutes 04 seconds West, continuing along the Easterly line of said Lot 1, and along the North Right-of-Way line of said State Avenue, a distance of 61.51 feet; thence South 87 degrees 42 minutes 57 seconds West, along the South line of said Lot 1 and along the North Right-of-Way line of said State Avenue, a distance of 881.99 feet; thence North 64 degrees 52 minutes 17 seconds West, continuing along the South line of said Lot 1 and along the North Right-of-Way line of said State Avenue, a distance of 13.73 feet; thence in a Westerly direction, departing the South line of said Lot 1, and continuing along the North Right-of-Way line of said State Avenue, to a point of intersection of the South Right-of-Way line of said State Avenue and the South line of said Lot 1; thence South 87 degrees 42 minutes 57 seconds West, along the South line of said Lot 1 and continuing along the North Right-of-Way line of said State Avenue, a distance of 61.75 feet, to the point of intersection of the North Right-of-Way line of said State Avenue and the Northeasterly Right-of-Way line of N. 98th Street, as now established; thence North 02 degrees 18 minutes 50 seconds West, departing the North Right-of-Way line of said State Avenue and along the Northeasterly Right-of-Way line of said N. 98th Street and continuing along the Southerly line of said Lot 1, a distance of 65.74 feet, to a point of curvature; thence Northerly, Northwesterly and Westerly, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Southerly line of said Lot 1 and along a curve to the left, having a radius of 575.00 feet and a central angle of 96 degrees 39 minutes 25 seconds, an arc length of 970.01 feet; thence North 00 degrees 00 minutes 00 seconds East, departing the Northeasterly Right-of-Way line of said N. 98th Street and the Southerly line of said Lot 1, a distance of 681.26 feet; thence North 78 degrees 38 minutes 12 seconds West, a distance of 570.99 feet, to a point on the West line of the Southeast Quarter of said Section 1; thence North 02 degrees 20 minutes 41 seconds West, along the West line of the Southeast Quarter of said Section 1, a distance of 1,102.14 feet to the POINT OF BEGINNING.

AND ALSO:

Project Area 2 Description:

Part of Lots 1, 2 and all of Tract B, Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas; All of Laffoons Lakeview; All of Laffoons Lakeview Lots 7 thru 18; along with a portion of unplatted land, all being in Sections 1, Township 11 South, Range 23 East, and that part of Section 12, Township 11 South, Range 23 East, all being more particularly described as follows:

BEGINNING at the Northeast corner of the Southwest Quarter of said Section 1, Township 11 South, Range 23 East; thence South 02 degrees 20 minutes 41 seconds East, along the East line of said Southwest Quarter, a distance of 49.99 feet, to a point on the South Right-of-Way line of France Family Drive, as now established; thence South 87 degrees 20 minutes 51 seconds West, along the South Right-of-Way line of said France Family Drive, a distance of 281.92 feet, to a point on a non-tangent curve; thence Southwesterly, departing the South Right-of-Way line of said France Family Drive, and along a curve to the right, whose initial tangent bearing is South 44 degrees 08 minutes 09 seconds West, having a radius of 650.00 feet, and a central angle of 28 degrees 36 minutes 27 seconds, an arc length of 324.54 feet, to a point of tangency; thence South 72 degrees 44 minutes 36 seconds West, a distance of 346.32 feet, to a point of curvature; thence Southwesterly, Southerly and Southeasterly, along a curve to the left, having a radius of 500.00 feet and a central angle of 92 degrees 50 minutes 42 seconds, an arc length of 810.22 feet, to a point on the Northeasterly Right-of-Way line of N. 98th Street, as now established, said point also being on the Westerly line of said Lot 2, said point also being a point of tangency; thence South 20 degrees 06 minutes 06 seconds East, along the Northeasterly Right-of-Way line of said N. 98th Street and along the Westerly line of said Lot 2, a distance of 253.32 feet, to a point of curvature; thence Southeasterly, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Westerly line of said Lot 2, and along a curve to the left, having a radius of 725.00 feet and a central angle of 27 degrees 18 minutes 33 seconds, an arc length of 345.56 feet, to a point of tangency; thence South 47 degrees 24 minutes 39 seconds East, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Westerly line of said Lot 2, and along the Southerly line of said Lot 1, a distance of 624.55 feet, to a point of curvature; thence Southeasterly, Easterly and Northeasterly, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Southerly line of said Lot 1, and along a curve to the left, having a radius of 675.00 feet and a central angle of 76 degrees 58 minutes 27 seconds, an arc length of 906.83 feet, to a point of reverse curvature; thence Northeasterly, Easterly, Southeasterly and Southerly, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Southerly line of said Lot 1, and along a curve to the right, having a radius of 575.00 feet and a central angle of 122 degrees 03 minutes 50 seconds, an arc length of 1,224.99 feet, to a point of tangency; thence South 02 degrees 19 minutes 17 seconds East, continuing along the Northeasterly Right-of-Way line of said N. 98th Street and along the Southerly line of said Lot 1, a distance of 65.73 feet, to the point of intersection of the Northeasterly Right-of-Way line of said N. 98th Street and the North Right-of-Way line of State Avenue, as now established; thence North 87 degrees 42 minutes 57 seconds East, continuing along the Southerly line of said Lot 1 and along the North Right-of-Way line of said State Avenue, a distance of 61.74 feet, to the point of intersection of the North Right-of-Way line of said State Avenue and the Southerly line of said Lot 1, lying on the West side of an unplatted piece of land; thence Southerly, departing the Southerly line of said Lot 1, and continuing along the North Right-of-Way line of said State Avenue; thence Easterly, continuing along the North Right-of-Way line of said State Avenue, to the point of intersection of the North Right-of-Way line of said State Avenue and the Southerly line of said Lot 1, lying on the East side of an unplatted piece of land; thence South 64 degrees 52 minutes 17 seconds East, continuing along the North Right-of-Way line of said State Avenue and the Southerly line of said Lot 1, a distance of 13.73 feet; thence North 87 degrees 42 minutes 57 seconds East, continuing along the North Right-of-Way line of said State Avenue and the Southerly line of said Lot 1, a distance of 881.99 feet; thence North 53 degrees 02 minutes 04 seconds East, continuing along the North Right-of-Way line of said State Avenue and the Southerly line of said Lot 1, a distance of 61.51 feet, to the point of intersection of the North Right-of-Way line of said State Avenue and the West Right-of-Way line of N. 94th Street, as now established; thence Southerly, departing the North Right-of-Way line of said State Avenue, to the point of intersection of the West Right-of-Way line of said N. 94th Street and the South Right-of-Way line of said State Avenue; thence Westerly, along the South Right-of-Way line of said State Avenue to the point of intersection of the South Right-of-Way line of said State Avenue and the Easterly Right-of-Way line of Interstate Highway No. 435, as now established; thence Northerly, departing the South Right-of-Way line of said State Avenue and along the Easterly Right-of-Way line of said Interstate Highway No. 435 to the Point of intersection of the Easterly Right-of-Way line of said Interstate Highway No. 435 and the North Right-of-Way line of said State Avenue, said point also being the Southwesterly corner of Tract A of said Schlitterbahn Vacation Village; thence South 86 degrees 36 minutes 43 seconds East, along the North Right-of-Way line of said State Avenue and the South line of said Tract A, a distance of 246.20 feet; thence South 77 degrees 39 minutes 21 seconds East, continuing along the North Right-of-Way line of said State Avenue and the South line of said Tract A, a distance of 92.23 feet; thence North 87 degrees 42 minutes 57 seconds East, continuing along the North Right-of-Way line of said State Avenue and the South line of said Tract A, and along the South line of Lot 3 of said Schlitterbahn Vacation Village, a distance of 925.88 feet to a point of curvature, said point also being the point of intersection of the North Right-of-Way line of said State Avenue and the Southwesterly Right-of-Way line of said N. 98th Street; thence Northeasterly, Northerly and Northwesterly, departing the North Right-of-Way line of said State Avenue, and along the Southwesterly Right-of-Way line of said N. 98th Street, and along the Easterly and Northeasterly line of said Lot 3, and along a curve to the left, having a radius of 182.00 feet and a central angle of 118 degrees 41 minutes 03 seconds, an arc length of 377.00 feet, to a point of compound curvature; thence Northwesterly, Westerly and Southwesterly, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and along the Easterly and Northerly line of said Lot 3, and along a curve to the left, having a radius of 425.00 feet and a central angle of 93 degrees 25 minutes 01 seconds, an arc length of 692.93 feet, to a point of reverse curvature; thence Southwesterly, Westerly and Northwesterly, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly line of said Lot 3 and along the Northerly line of said Tract A, and along a curve to the right, having a radius of 825.00 feet and a central angle of 76 degrees 58 minutes 28 seconds, an arc length of 1,108.35 feet, to a point of tangency; thence North 47 degrees 24 minutes 39 seconds West, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly line of said Tract A, a distance of 29.19 feet; thence South 42 degrees 35 minutes 21 seconds West, departing the Southwesterly Right-of-Way line of said N. 98th Street, along the Southeasterly line of said Tract B, and continuing along the Northerly line of said Tract A, a distance of 25.00 feet, to a point on the Easterly Right-of-Way line of said Interstate Highway No. 435, said point also being on the Westerly line of said Tract B; thence North 47 degrees 24 minutes 39 seconds West, along the Easterly Right-of-Way line of said Interstate Highway No. 435 and the Westerly line of said Tract B, a distance of 814.00 feet; thence North 20 degrees 07 minutes 39 seconds West, continuing along the Easterly Right-of-Way line of said Interstate Highway No. 435 and the Westerly line of said Tract B, a distance of 1,498.22 feet to a point on the South line of the Northwest Quarter of said Section 1; thence North 15 degrees 55 minutes 24 seconds West, continuing along the Easterly Right-of-Way line of said Interstate Highway No. 435 and departing the Westerly line of said Tract B, a distance of 942.21 feet; thence North 13 degrees 33 minutes 20 seconds East, continuing along the Easterly Right-of-Way line of said Interstate Highway No. 435, a distance of 568.70 feet; thence North 74 degrees 54 minutes 27 seconds West, departing the Easterly Right-of-Way line of said Interstate Highway No. 435, a distance of 125.20 feet; thence North 01 degrees 35 minutes 51 seconds West, a distance of 242.41 feet to the Westerly prolongation of the South Right-of-Way line of Parallel Parkway, as now established; thence North 88 degrees 01 minutes 07 seconds East, along the Westerly prolongation of the South Right-of-Way line of said Parallel Parkway, a distance of 355.03 feet, to the point of intersection of the Easterly Right-of-Way line of said Interstate Highway No. 435 and the South Right-of-Way line of said Parallel Parkway; thence North 88 degrees 01 minutes 07 seconds East, along the South Right-of-Way line of said Parallel Parkway, a distance of 325.52 feet; thence North 54 degrees 19 minutes 23 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway, a distance of 72.10 feet; thence North 88 degrees 01 minutes 07 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway, a distance of 42.17 feet; thence South 02 degrees 22 58 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway, a distance of 10.00 feet; thence North 88 degrees 01 minutes 07 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway, and along the North line of said Laffoons Lakeview, a distance of 451.28 feet; thence North 89 degrees 11 minutes 40 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway, a distance of 243.64 feet; thence North 88 degrees 01 minutes 07 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway, a distance of 84.91 feet; thence North 82 degrees 59 minutes 09 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway, a distance of 170.99 feet, to a point on the North line of said Lot 1; thence North 88 degrees 01 minutes 07 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway and along the North line of said Lot 1, a distance of 173.97 feet; thence North 88 degrees 00 minutes 23 seconds East, continuing along the South Right-of-Way line of said Parallel Parkway and the North line of said Lot 1, a distance of

183.19 feet; thence South 00 degrees 55 minutes 56 seconds East, departing the South Right-of-Way line of said State Avenue and the North line of said Lot 1, a distance of 582.69 feet; thence South 89 degrees 01 minutes 58 seconds West, a distance of 148.05 feet; thence North 29 degrees 19 minutes 48 seconds West, a distance of 62.94 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 190.36, to a point on a non-tangent curve; thence Southerly, along a curve to the left, whose initial tangent bearing is South 07 degrees 20 minutes 18 seconds East, having a radius of 5,654.58 feet, and a central angle of 06 degrees 19 minutes 32 seconds, an arc length of 624.28 feet, to a point on a non-tangent line; thence North 89 degrees 03 minutes 39 seconds East, a distance of 264.66 feet; thence South 01 degrees 01 minutes 01 seconds East, a distance of 295.50 feet; thence South 89 degrees 01 minutes 58 seconds West, a distance of 195.18 feet, to a point on a non-tangent curve; thence Southerly, along a curve to the right, whose initial tangent bearing is South 13 degrees 19 minutes 19 seconds East, having a radius of 5,804.58 feet and a central angle of 02 degrees 43 minutes 40 seconds, an arc length of 276.34 feet, to a point on a non-tangent line, said point also being on the East line of the Northwest Quarter of said Section 1; thence South 02 degrees 19 minutes 21 seconds East, along the East line of said Northwest Quarter, a distance of 57.88 feet, to the POINT OF BEGINNING.

AND ALSO:

Project Area 3 Description:

Part of Lots 1 and 2, and all of Lot 3 and Tract A, Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas; being in Section 1, Township 11 South, Range 23 East, being more particularly described as follows:

COMMENCING at the Northeast corner of the Southwest Quarter of said Section 1, Township 11 South, Range 23 East; thence South 02 degrees 20 minutes 41 seconds East, along the East line of said Southwest Quarter, a distance of 49.99 feet, to the POINT OF BEGINNING; thence South 02 degrees 20 minutes 41 seconds East, continuing along the East line of said Southwest Quarter, a distance of 1,052.15 feet; thence South 78 degrees 38 minutes 12 seconds East, departing the East line of said Southwest Quarter, a distance of 570.99 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 681.26 feet, to a point on a non-tangent curve, said point also being on the Southerly line of said Lot 1, said point also being on the Northeasterly Right-of-Way line of N. 98th Street, as now established; thence Southwesterly, along the Southerly line of said Lot 1 and the Northeasterly Right-of-Way line of said N. 98th Street, and along a curve to the left, whose initial tangent bearing is South 81 degrees 01 minutes 18 seconds West, having a radius of 575.00 feet, and a central angle of 25 degrees 24 minutes 25 seconds, an arc length of 254.98 feet, to a point of reverse curvature; thence Southwesterly, Westerly and Northwesterly, continuing along the Southerly line of said Lot 1 and the Northeasterly Right-of-Way line of said N. 98th Street, and along a curve to the right, having a radius of 675.00 feet and a central angle of 76 degrees 58 minutes 27 seconds, an arc length of 906.83 feet, to a point of tangency, said point hereinafter referred to as Point "A"; thence North 47 degrees 24 minutes 39 seconds West, continuing along the Southerly line of said Lot 1 and the Northeasterly Right-of-Way line of said N. 98th Street, and along the Southwesterly line of said Lot 2, a distance of 624.55 feet, to a point of curvature; thence Northwesterly, continuing along the Southwesterly line of said Lot 2 and the Northeasterly Right-of-Way line of said N. 98th Street, and along a curve to the right, having a radius of 725.00

feet and a central angle of 27 degrees 18 minutes 33 seconds, an arc length of 345.56 feet, to a point of tangency; thence North 20 degrees 06 minutes 06 seconds West, continuing along the Southwesterly line of said Lot 2 and the Northeasterly Right-of-Way line of said N. 98th Street, a distance of 253.32 feet, to a point of curvature; thence Northwesterly, Northerly and Northeasterly, departing the Southwesterly line of said Lot 2 and the Northeasterly Right-of-Way line of said N. 98th Street, and along a curve to the right, having a radius of 500.00 feet and a central angle of 92 degrees 50 minutes 42 seconds, an arc length of 810.22 feet, to a point of tangency; thence North 72 degrees 44 minutes 36 seconds East, a distance of 346.32 feet, to a point of curvature; thence Northeasterly, along a curve to the left, having a radius of 650.00 feet and a central angle of 28 degrees 36 minutes 27 seconds, an arc length of 324.54 feet, to a point on the South Right-of-Way line of France Family Drive, as now established; thence North 87 degrees 20 minutes 51 seconds East, along the South Right-of-Way line of said France Family Drive, and its Easterly prolongation, a distance of 281.92 feet, to the POINT OF BEGINNING.

AND ALSO:

COMMENCING at the aforementioned Point "A"; thence South 53 degrees 36 minutes 09 seconds West, a distance of 152.81 feet, to a point on the Southwesterly Right-of-Way line of said N. 98th Street, said point also being on the Northerly line of said Tract A, said point also being the POINT OF BEGINNING; thence South 47 degrees 24 minutes 39 seconds East, along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly line of said Tract A, a distance of 29.19 feet to a point of curvature; thence Southeasterly, Easterly and Northeasterly, along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly line of said Tract A and the Northerly line of said Lot 3, and along a curve to the left, having a radius of 825.00 feet and a central angle of 76 degrees 58 minutes 28 seconds, an arc length of 1,108.35 feet, to a point of reverse curvature; thence Northeasterly, Easterly and Southeasterly, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and the Northerly and Northeasterly line of said Lot 3, and along a curve to the right, having a radius of 425.00 feet and a central angle of 93 degrees 25 minutes 01 seconds, an arc length of 692.93 feet, to a point of compound curvature; thence Southeasterly, Southerly Southwesterly, and Westerly, continuing along the Southwesterly Right-of-Way line of said N. 98th Street and the Easterly line of said Lot 3, and along a curve to the right, having a radius of 182.00 feet and a central angle of 118 degrees 41 minutes 03 seconds, an arc length of 377.00 feet, to a point of tangency, said point also being the point of intersection of the Southwesterly Right-of-Way line of said N. 98th Street and the North Right-of-Way line of State Avenue, as now established; thence South 87 degrees 42 minutes 57 seconds West, along the North Right-of-Way line of said State Avenue and the South line of said Lot 3 and Tract A, a distance of 925.88 feet; thence North 77 degrees 39 minutes 21 seconds West, continuing along the North Right-of-Way line of said State Avenue and the South line of said Tract A, a distance of 92.23 feet; thence North 86 degrees 36 minutes 43 seconds West, continuing along the North Right-of-Way line of said State Avenue and the South line of said Tract A, a distance of 246.20 feet, to the point of intersection of the North Right-of-Way line of said State Avenue and the Easterly Right-of-Way line of Interstate Highway No. 435; thence North 27 degrees 56 minutes 39 seconds West, departing the North Right-of-Way line of said State Avenue, and along the Easterly Right-of-Way line of said Interstate Highway No. 435 and the Westerly line of said Tract A, a distance of 549.00 feet; thence North 42 degrees 35 minutes 21 seconds East, departing the

Easterly Right-of-Way line of said Interstate Highway No. 435, and along the Westerly line of said Tract A, a distance of 25.00 feet, to the POINT OF BEGINNING.

AND ALSO:

Project Area 4 Description:

Part of platted and unplatted land in Section 01, Township 11 South, Range 23 East, Section 02, Township 11 South, Range 23 East, Section 11, Township 11 South, Range 23 East, Section 12, Township 11 South, Range 23 East, Section 35, Township 10 South, Range 23 East, Section 36, Township 10 South, Range 23 East, Section 6, Township 11 South, Range 24 East, and Section 7, Township 11 South, Range 24 East, all being in Kansas City, Wyandotte County, Kansas and being more particularly described as follows:

COMMENCING at the Northwest corner of the Northeast Quarter of said Section 1, Township 11 South, Range 23 East; thence South 01 degrees 58 minutes 52 seconds East, a distance of 50.00 feet, to a point on the South Right-of-Way line of Parallel Parkway, as now established, said point also being on the North line of Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas, said point also being the POINT OF BEGINNING; thence South 88 degrees 01 minutes 07 seconds West, along the South Right-of-Way line of said Parallel Parkway and the North line of said Schlitterbahn Vacation Village, a distance of 173.97 feet; thence South 82 degrees 59 minutes 09 seconds West, continuing along the South Right-of-Way line of said Parallel Parkway and the North line of said Schlitterbahn Vacation Village, a distance of 170.99 feet; thence South 88 degrees 01 minutes 07 seconds West, continuing along the South Right-of-Way line of said Parallel Parkway and the North line of said Schlitterbahn Vacation Village, a distance of 84.91 feet; thence South 89 degrees 14 minutes 18 seconds West, continuing along the South Right-of-Way line of said Parallel Parkway and the North line of said Schlitterbahn Vacation Village, a distance of 234.91 feet; thence South 88 degrees 01 minutes 07 seconds West, continuing along the South Right-of-Way line of said Parallel Parkway and the North line of said Schlitterbahn Vacation Village, and along the North line of Laffoons Lakeview, a subdivision in Kansas City, Wyandotte County, Kansas, a distance of 460.02 feet; thence North 02 degrees 22 minutes 58 seconds West, continuing along the South Right-of-Way line of said Parallel Parkway, a distance of 10.00 feet; thence South 88 degrees 01 minutes 07 seconds West, continuing along the South Right-of-Way line of said Parallel Parkway, a distance of 42.17 feet; thence South 54 degrees 19 minutes 23 seconds West, continuing along the South Right-of-Way line of said Parallel Parkway, a distance of 72.10 feet; thence South 88 degrees 01 minutes 07 seconds West, continuing along the South Right-of-Way line of said Parallel Parkway, a distance of 325.52 feet, to the point of intersection of the South Right-of-Way line of said Parallel Parkway and the East Right-of-Way line of Interstate Highway No. 435, as now established; thence Westerly to the point of intersection of the South Right-of-Way line of said Parallel Parkway and the West Right-of-Way line of said Interstate Highway No. 435; thence Southeasterly, along the West Right-of-Way line of said Interstate Highway No. 435, to the point of intersection of the West Right-of-Way line of said Interstate Highway No. 435 and the Northerly Right-of-Way line of State Avenue, as now established; thence Southerly, continuing along the West Right-of-Way line of said Interstate Highway No. 435, to the point of intersection of the West Right-of-Way line of said Interstate Highway No. 435 and the South Right-of-Way line of said State Avenue; thence Westerly, along the South Right-of-Way line of said State Avenue, to the point of intersection of the South Right-of-Way line of said State Avenue and the Easterly Right-of-Way line of Village West Parkway, as now established; thence Northwesterly to the point of intersection of the Southwesterly Right-of-Way line of said State Avenue and the Westerly Right-of-Way line of said Village West Parkway; thence Northeasterly to the point of intersection of the Northeasterly Right-of-Way line of said State Avenue and the Westerly Right-of-Way line of said Village West Parkway; thence Northwesterly then Westerly, along the Northeasterly and Northerly Right-of-Way line of said State Avenue, to the point of intersection of the Northerly Right-of-Way line of said State Avenue and the East Right-of-Way line of 110th Street, as now established; thence Northerly, along the East Right-of-Way line of said 110th Street, to the point of intersection of the East Right-of-Way line of said 110th Street and the South Right-of-Way line of said Parallel Parkway; thence Easterly, along the South Right-of-Way line of said Parallel Parkway, to the point of intersection of the South Right-of-Way line of said Parallel Parkway and the Southerly prolongation of the East line of Parallel Heights, a subdivision in Kansas City, Wyandotte County, Kansas; thence Northerly, along said Southerly prolongation and along the East line of said Parallel Heights, to the point of intersection of the North Right-of-Way line of said Parallel Parkway and the West Right-of-Way line of said Interstate Highway No. 435; thence Easterly, to the point of intersection of the North Right-of-Way line of said Parallel Parkway and the East Right-of-Way line of said Interstate Highway No. 435; thence Easterly, along the North Right-of-Way line of said Parallel Parkway, to the point of intersection of the North Right-of-Way line of said Parallel Parkway and the Northerly prolongation of the East Right-of-Way line of N. 94th Street, as now established; thence Southerly, along said Northerly prolongation and along the East Right-of-Way line of said N. 94th Street, to the point of intersection of the East Right-of-Way line of said N. 94th Street and the North line of the Southwest Quarter of said Section 6, Township 11 South, Range 24 East; thence Easterly, along the North line of said Southwest Quarter to the point of intersection of the North line of said Southwest Quarter and the West Right-of-Way line of N. 90th Street, as now established; thence Southerly, along the West Right-of-Way line of said N. 90th Street, to the Northeast corner of Parcel No. 938501; thence Westerly, along the North line of said Parcel No. 938501, to the Northwest corner thereof; thence Southerly, along the West line of Parcel Nos. 938501 thru 938508, to the Southwest corner of said Parcel No. 938508, said point also being on the North Right-of-Way line of said State Avenue; thence Easterly, along the North Right-of-Way line of said State Avenue, to the point of intersection of the North Right-of-Way line of said State Avenue and the West Right-of-Way line of said N. 90th Street; thence Easterly to the point of intersection of the North Right-of-Way line of said State Avenue and the East Right-of-Way line of said N. 90th Street; thence Southerly, to the point of intersection of the East Right-of-Way line of said N. 90th Street and the South Right-of-Way line of said State Avenue; thence Westerly, along the South Right-of-Way line of said State Avenue, to the point of intersection of the Westerly prolongation of the South Right-of-Way line of said State Avenue and the West Right-of-Way line of said N. 94th Street; thence Northerly, to the point of intersection of the West Right-of-Way line of said N. 94th Street and the South Right-of-Way line of said State Avenue; thence Northerly, to the point of intersection of the West Right-of-Way line of said N. 94th Street and the North Right-of-Way line of said State Avenue, said point also being on the East line of said Schlitterbahn Vacation Village; thence North 02 degrees 14 minutes 32 seconds West, along the West Right-of-Way line of said N. 94th Street and the East line of said Schlitterbahn Vacation Village, a distance of 645.04 feet; thence North 87 degrees 45 minutes 28 seconds East, continuing along the West Right-of-Way line of said N. 94th Street and the East line of said Schlitterbahn Vacation Village, a distance of 15.00 feet; thence North 02 degrees 14 minutes 32 seconds West, continuing along the West Right-of-Way line of said N. 94th Street and the East line of said Schlitterbahn Vacation Village, a distance of 910.24 feet, to the point of intersection of the East line of said Schlitterbahn Vacation Village and the West Right-of-Way line of said N. 94th Street at the Southeast corner of an unplatted tract of land; thence Northerly, departing the East line of said Schlitterbahn Vacation Village, and continuing along the West Right-of-Way line of said N. 94th Street, and along the East line of an unplatted tract of land and along the East line of Shepherd Hills, a subdivision in Kansas City, Wyandotte County, Kansas, to the point of intersection of the East line of said Schlitterbahn Vacation Village and the West Right-of-Way line of said N. 94th Street; thence North 02 degrees 11 minutes 59 seconds West, along the East line of said Schlitterbahn Vacation Village and continuing along the West Right-of-Way line of said N. 94th Street, a distance of 50.00 feet, to the point of intersection of the East line of said Schlitterbahn Vacation Village and the West Right-of-Way line of said N. 94th Street; thence Northerly, departing the East line of said Schlitterbahn Vacation Village, and continuing along the West Right-of-Way line of said N. 94th Street, and along the East line of Replat of Lots 5 to 37, Shepherd Hills, a subdivision in Kansas City, Wyandotte County, Kansas, and along the East line of unplatted tracts of land, to the point of intersection of the West Right-of-Way line of said N. 94th Street and the South Right-of-Way line of said Parallel Parkway; thence Westerly, along the South Right-of-Way line of said Parallel Parkway, to the point of intersection of South Right-of-Way line of said Parallel Parkway and the North line of said Schlitterbahn Vacation Village at the Northwest corner of an unplatted tract of land; thence South 02 degrees 11 minutes 59 seconds East, departing the South Right-of-Way line of said Parallel Parkway, and along the East line of said Schlitterbahn Vacation Village, a distance of 245.05 feet; thence South 62 degrees 48 minutes 12 seconds West, departing the East line of said Schlitterbahn Vacation Village, a distance of 301.92 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 181.85 feet; thence South 34 degrees 59 minutes 43 seconds West, a distance of 207.82 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 492.40 feet; thence South 75 degrees 42 minutes 31 seconds West, a distance of 930.96 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 770.80 feet; thence North 01 degrees 01 minutes 01 seconds West, a distance of 258.55 feet; thence South 89 degrees 03 minutes 39 seconds West 264.66 feet, to a point on a non-tangent curve; thence Northerly, along a curve to the right, whose initial tangent bearing is North 13 degrees 39 minutes 50 seconds West, having a radius of 5,654.58 feet and a central angle of 06 degrees 19 minutes 32 seconds, an arc length of 624.28 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 190.36 feet; thence South 29 degrees 19 minutes 48 seconds East, a distance of 62.94 feet; thence North 89 degrees 01 minutes 58 seconds East, a distance of 148.05 feet; thence North 00 degrees 55 minutes 56 seconds West, a distance of 582.69 feet, to a point on the North line of said Schlitterbahn Vacation Village, said point also being on the South Right-of-Way line of said Parallel Parkway; thence South 88 degrees 00 minutes 23 seconds West, along the North line of said Schlitterbahn Vacation Village and the South Right-of-Way line of said Parallel Parkway, a distance of 183.19 feet, to the POINT OF BEGINNING.

EXCEPTING therefrom Lots 1 thru 16, Lots 23 thru 34 and Lot 107, San Marcos Village Addition, a subdivision in Kansas City, Wyandotte County, Kansas, AND ALSO EXCEPTING Parcel Nos. 938509 and 938510.

AND ALSO:

Project Area 5 Description:

Part of Lot 1, Schlitterbahn Vacation Village, a subdivision in Kansas City, Wyandotte County, Kansas, along with a portion of unplatted land, all being in Section 1, Township 11 South, Range 23 East, being more particularly described as follows:

BEGINNING at the Southwest corner of the Northeast Quarter of said Section 1, Township 11 South, Range 23 East; thence North 02 degrees 19 minutes 21 seconds West, along the West line of said Northeast Quarter, a distance of 57.88 feet; thence North 11 degrees 57 minutes 29 seconds West, departing the West line of said Northeast Quarter, a distance of 276.31 feet; thence North 89 degrees 01 minutes 58 seconds East, a distance of 195.18 feet; thence North 01 degrees 01 minutes 01 seconds West, a distance of 36.96 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 770.80 feet; thence North 75 degrees 42 minutes 31 seconds East, a distance of 930.96 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 492.40 feet; thence North 34 degrees 59 minutes 43 seconds East, a distance of 207.82 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 181.85 feet; thence North 62 degrees 48 minutes 12 seconds East, a distance of 301.92 feet, to a point on the Easterly line of said Schlitterbahn Vacation Village; thence North 02 degrees 11 minutes 59 seconds West, along the Easterly line of said Schlitterbahn Vacation Village, a distance of 245.05 feet, to the point of intersection of the Easterly line of said Schlitterbahn Vacation Village and the South Right-of-Way line of Parallel Parkway, as now established; thence Easterly, along the South Right-of-Way line of said Parallel Parkway, to the point of intersection of the South Right-of-Way line of said Parallel Parkway and the West Right-of-Way line of N. 94th Street, as now established; thence Southerly, along the West Right-of-Way line of said N. 94th Street and along the East line of an unplatted tract of land and along the East line of Replat of Lots 5 to 37, Shepherd Hills, a subdivision in Kansas City, Wyandotte County, Kansas, to the point of intersection of the West Right-of-Way line of said N. 94th Street and the Easterly line of said Schlitterbahn Vacation Village; thence South 02 degrees 11 minutes 59 seconds East, continuing along the West Right-of-Way line of said N. 94th Street, and along the East line of said Schlitterbahn Vacation Village, a distance of 50.00 feet, to the point of intersection of the Easterly line of said Schlitterbahn Vacation Village and the West Right-of-Way line of said N. 94th Street; thence Southerly, departing the East line of said Schlitterbahn Vacation Village, and continuing along the West Right-of-Way line of said N. 94th Street and along the East line of Shepherd Hills, a subdivision in Kansas City, Wyandotte County, Kansas, and along an unplatted tract of land, to the point of intersection of the East line of said Schlitterbahn Vacation Village and the West Right-of-Way line of said N. 94th Street, at the Southeast corner of an unplatted tract of land; thence South 87 degrees 45 minutes 28 seconds West, departing the West Right-of-Way line of said N. 94th Street, and along the Easterly line of said Schlitterbahn Vacation Village, a distance of 272.37 feet; thence Nroth 69 degrees 44 minutes 32 seconds West, departing the Easterly line of said Schlitterbahn Vacation Village, a distance of 730.33 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 696.01 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 685.13 feet, to a point on the North line of the Southeast Quarter of said Section 1; thence South 87 degrees 30 minutes 09 seconds West, along the North line of the Southeast Quarter of said Section 1, a distance of 1,003.58 feet, to the POINT OF BEGINNING.

EXHIBIT 3

SVV SITE – MAP

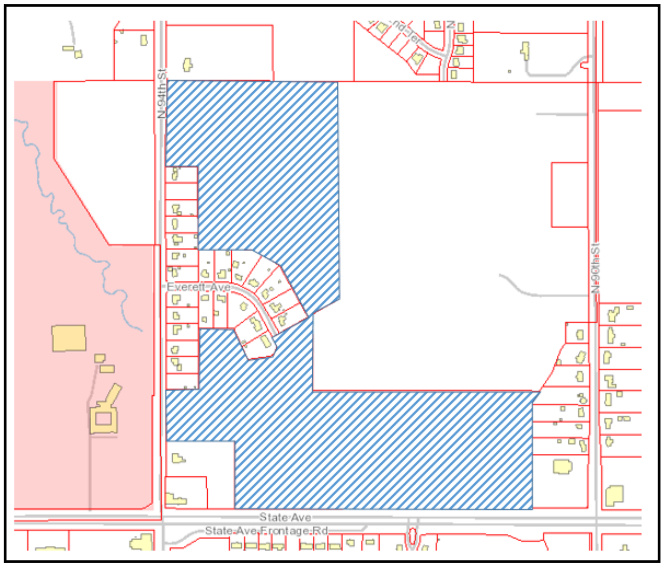
EXHIBIT 4

SVV SITE – LEGAL DESCRIPTION

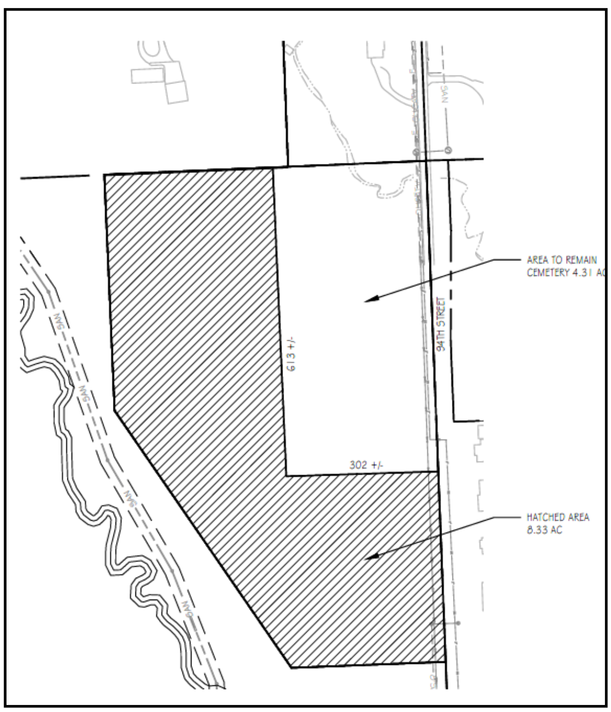
EXHIBIT 5

UG PROPERTY – DEPICTION

East of 94th:



Excess Cemetery:



Excess Fire Station:

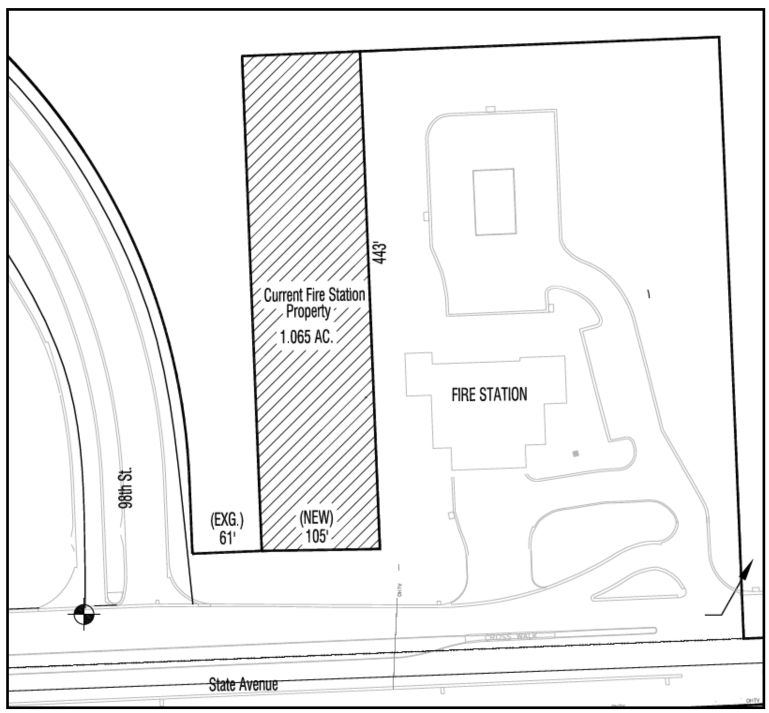


EXHIBIT 6

UG PROPERTY – LEGAL DESCRIPTION

[To be attached upon completion of Developer's ALTA survey]

EXHIBIT 7

SITE – MAP

EXHIBIT 8

DEVELOPMENT PLAN

EXHIBIT 9

HOMEFIELD BUILDING – CONCEPT PLAN

EXHIBIT 10

HOMEFIELD OUTDOOR – CONCEPT PLAN

EXHIBIT 11

HOMEFIELD BASEBALL – CONCEPT PLAN

EXHIBIT 12

TOTAL PROJECT BUDGET

Item##	Estimated Project Cost	Private**!	STAR Bond - "First Issuance"!! &	STAR Bond - "Second Issuance" &
Land Acquisition: SVV Site	$ 16,505,000	$ -	$ -	$ 16,505,000
Land Acquisition: UG Property*	$ 3,000,000	$ 3,000,000	$ -	
Homefield Project (Homefield Building; Homefield Outdoors; Homefield Baseball)^	$ 90,000,000	$ -	$ 75,000,000	$ 15,000,000
Site Work and Other STAR Bond Eligible Costs^^	See below^^	$ -	$ -	$ 23,495,000
Unreimbursed, To-Be Utilized Infrastructure #	$ 33,000,000	$ 33,000,000	$ -	$ -
Homefield Dormitory	$ 6,000,000	$ 6,000,000		
Sporting Fields, Field Upgrades & Restrooms	$ 5,000,000	$ 5,000,000		
Auto Lot on France Family	$ 10,000,000	$ 10,000,000		
Auto Lot on Parallel	$ 14,000,000	$ 14,000,000		
Auto Lot on 98th	$ 8,000,000	$ 8,000,000		
Luxury RV/Camping Park	$ 15,000,000	$ 15,000,000		
Destination Retailer A	$ 20,000,000	$ 20,000,000		
US Soccer Hotel	$ 31,500,000	$ 31,500,000		
Pinnacle Indoor Facility & Upgrades	$ 12,000,000	$ 12,000,000		
New Uses on Pinnacle Land	$ 10,000,000	$ 10,000,000		
Parallel Limited-Service Hotel & Upgrades	$ 8,000,000	$ 8,000,000		
Homefield Limited-Service Hotel (North of State)	$ 12,000,000	$ 12,000,000		
Homefield Adventure Limited-Service Hotel (East of 98th)	$ 8,000,000	$ 8,000,000		
Retail Lot Next to Freddy's	$ 2,050,000	$ 2,050,000		
State Ave Retail	$ 15,000,000	$ 15,000,000		
Retail on LoneStar Lot	$ 8,000,000	$ 8,000,000		
DFA Building #2	$ 9,000,000	$ 9,000,000		
Office on Lot b/w DFA & MOB	$ 6,250,000	$ 6,250,000		
Apartments	$ 45,000,000	$ 45,000,000		
Stadium Upgrades	$ 40,000,000	$ 40,000,000		
Professional Development, Design, Brokerage & Soft Costs	$ 13,500,000	$ 13,500,000		
TOTAL USES:	**$ 440,805,000**	**$ 310,805,000**	**$ 75,000,000**	**$ 55,000,000**

*To be reimbursed with CID Proceeds.

**Except as set forth in "#" below, amounts in the Private Costs column are not capped in any way for purposes of calculating Private Funds expended for purposes of satisfying STAR Bond public/private ratios under the Development Agreement.

^Includes hard and soft costs, subject to STAR Bond Act. Estimated $60mm (Homefield Building); $15mm (Homefield Outdoor); and $15mm (Homefield Baseball).

! Homefield Project Costs may be paid with Private Funds in conjunction with the First Issuance public/private ratio calculations and then reimbursed in whole or in part with Second Issuance STAR Bond proceeds, subject to the applicable public/private ratio calculation.

Up to half of the $33mm in unreimbursed, to be utilized infrastructure may count as Private Funds for the First Issuance public/private ratio calculations, with the balance of the $33mm counted toward the Second Issuance public/private ratio calculations. Private Funds credit is capped as follows: Pinnacle Indoor Facility & Upgrades ($6mm); Retail on Lonestar Lot ($4mm); DFA Building #2 (30% of actual cost); and Stadium Upgrades ($20mm).

^^"Site Work and Other STAR Bond Eligible costs" are included within the various line items within the "Estimated Project Costs" column above and included in one aggregated separate line item for purposes of the STAR Bond - "Second Issuance" column.

##The estimated budget above is not exhaustive in describing line item expenses that can count as Private Funds for public/private ratio calculations for the First Issuance and Second Issuance -- any Private Funds expended on other expenditures within the STAR Bond District that fall within the definition of "Project" within Section 2.2 shall qualify. However, any additional line item expenses added to the list above shall not be paid for or reimbursed with STAR Bond proceeds except under the line item "Site Work and Other STAR Bond Eligible costs," pursuant to the terms of the STAR Bond Act.

!! If the First Issuance generates net proceeds of less than $75,000,000, the amount by which the proceeds are below $75,000,000 shall be added to the $55,000,000 maximum net proceeds form the Second Issuance. (Sec. 4.2(b)(i))

& All STAR Bond Expenses are subject to approval for eligibility and must fully comply with the requirements of the Act. [Section 4.2(j) and (k)]

EXHIBIT 13

FORM OF CERTIFICATE OF EXPENDITURE

CERTIFICATION OF EXPENDITURES
HOMEFIELD PROJECT

Date: _________________________

Certification # __________________

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

In accordance with the Assignment, Assumption and Amended and Restated Development Agreement dated ________________________, 2020 (the "Agreement"), between the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"), and HFS, KCK, LLC (the "Developer"), Developer hereby certifies, with respect to all payment amounts requested pursuant to this Certificate to be disbursed for payment of, or reimbursement of Developer for, the cost of financing the Improvements, as follows:

1. To the best of my knowledge, all amounts are expenses for Improvements that are eligible for payment or reimbursement to Developer pursuant to the Agreement.

2. All amounts for payment or reimbursement hereunder represent the fair value of work, materials or expenses.

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

Developer further certifies that 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 amount of disbursement requested 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.

Approved:

____

____

By: __________________________________

Its __________________________________

____
UG's Representative

ATTACHMENT A to Exhibit 13
CERTIFICATION OF EXPENDITURES
HOMEFIELD 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 14

Design Criteria

[TO BE ATTACHED]

EXHIBIT 15

LANDSCAPE PLAN

[TO BE ATTACHED]

EXHIBIT 16

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 $3,000,000.

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. Earthquake and flood insurance, will be included if required and if available at a reasonable cost, fired vessel, boiler and machinery, and underground collapse may be required by the UG as additional perils.

EXHIBIT 17

HOMEFIELD LBE/MBE/WBE GOALS AND REQUIREMENTS

This Exhibit sets forth the guidelines 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 Assignment, Assumption and Amended and Restated Development Agreement (**"Agreement"**) between the Unified Government of Wyandotte County/Kansas City, Kansas (**"UG"**) and HFS, KCK, LLC (**"Developer"**). The parties agree as follows:

I. SCOPE

These procedures are applicable to the Construction of and the Professional Services for (as such terms are defined below) each Project Area undertaken by Developer, as described in the Agreement, including but not limited to all aspects of the construction of the Homefield Project, including labor, materials and supplies, and construction-related services, but not including: (i) Specialized Services; or (ii) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement (as defined in the Agreement), which shall specifically be excluded from both the numerator and the denominator in determining whether the Construction and Professional Services 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. "Best Efforts" has the meaning set forth in Section III.C.3.b. herein.

B. "Construction" means all aspects of the construction of the Homefield Project, including labor, materials and supplies, and construction-related services, whether performed by or contracted for by or on behalf of Developer; provided, however, "Construction" shall not include: (i) services performed or associated with tenant improvements or any services requested by tenants of the Homefield Project, provided that this exception shall only apply to tenants who are third parties unaffiliated with Developer; (ii) Specialized Services; (iii) Professional Services; (iv) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement; or (v) construction management services, contingency, costs related to permits, testing & special inspections, general contractor's insurance and bonds (if any), and work scopes that are self-performed by Developer or Developer's Affiliate.

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

D. "Local Business Enterprise or LBE" means a business headquartered or which maintains a major branch 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. It is determined and assigned based on the criteria referenced in this definition and payment of all applicable Wyandotte County taxes and/or licensing fees.

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

F. **"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.

G. **"Professional Services"** means advisory or consulting activities including, but not limited to, architectural, engineering, legal, 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 Homefield Project but specifically excluding: (i) professional services that have historically been sourced and provided at the holding company level by Developer (e.g., legal and accounting services); (ii) Specialized Services; and (iii) Construction; (iv) services performed or associated with tenant improvements or any services requested by tenants of the Homefield Project, provided that this exception shall only apply to tenants who are third parties unaffiliated with Developer; (v) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement; and (vi) services that are self-performed by Developer or Developer's Affiliate.

H. **"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 Homefield Project, or with respect to ongoing maintenance and operations of the Homefield Project.

I. **"Specialized Services"** means expertise, services or products, the application of which are unique to the construction of the Homefield Project and/or which are only available through sole or limited source providers or national vendors, including, but not limited to, vendor displays and racks, murals, art work, artificial lagoons or lakes, water features, aquariums, mounts, sculptures, and technology unique to youth sports/training and entertainment. Specialized Services shall also include the services provided by the Contractors and designers who have been involved with and have previous experience on similar projects with Developer and which Developer has engaged or intends to engage to perform similar services for the Project.

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 OF THE PROJECT

A. GOALS FOR LBE/MBE/WBE PARTICIPATION

1. Design, Development, and Construction Goals.

Developer will use its Best Efforts to meet the following goals based upon the total cost of Construction of, and Professional Services for, the Homefield 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. In the event Developer obtains bids for any aspect of the Project for which a bid by a Proposer qualifying as an LBE, MBE, or WBE is not the lowest or best bid, Developer shall not be required to meet the LBE/MBE/WBE participation percentage goals for that aspect of the Homefield Project. 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. Developer shall strive to meet each goal listed.

2. Contract Specific Goals.

The parties agree that the goals are set forth for Construction of, and Professional Services for, the Homefield Project as a whole, excluding Specialized Services, and the UG will reasonably agree to different specific goals for specific contracts or portions of contracts to be awarded by Developer, when proposed by Developer, relating to the Construction of the Homefield 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 (as described herein).

3. Eligibility for Credit.

a. Only LBEs that are qualified and/or MBEs or WBEs certified or undergoing certification at the time of submittal of the subject bid or proposal and ultimately certified as MBEs or WBEs by the Kansas Department of Commerce, State of Missouri, Missouri Department of Transportation, City of Kansas City, Missouri, MidAmerica Minority Business Development Council, Women's Business Enterprise National Council, or any other public or private entity reasonably acceptable to the UG and 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 Homefield Project to an approved LBE, MBE, or WBE, and such LBE, MBE, or WBE 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. <u>Construction Workforce.</u>

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, and Professional Services for, the Homefield 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, 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 Homefield Project.

Documentation of these and any other steps taken shall be submitted to the UG prior to the beginning of the applicable scope of the bidding process.

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

B. DEVELOPMENT AND PROJECT UTILIZATION PLANS

1. <u>Submission, Content and Fulfillment of Project Utilization Plan.</u>

a. Fourteen (14) calendar days before the solicitation of the first proposal for the Construction of part of the Homefield Project, which is issued by Developer after the execution of the Agreement, Developer will submit a Project Utilization Plan to the UG for review and approval. The Project Utilization Plan shall be on the form attached to this Exhibit as <u>Attachment A</u> or on another form provided or approved by the UG. This Project Utilization Plan shall set forth, to the best of Developer's 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 Construction of the Homefield 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 design, development, and construction of the Homefield Project laid out sequentially over time; and the actions Developer intends to take, with respect to each of these solicitations, to make its Best Efforts to meet the goals set forth in Section III.A.1. of this Exhibit.

b. Developer, in the Project 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 Project Utilization Plan. Developer shall provide the Project Manager's name, physical office address, e-mail address, and phone number to the UG. The Project Manager shall be an individual with administrative authority with regard to enforcement of the stipulations located within this Exhibit.

c. The goals of Section III.A.1. may be met by the expenditure of dollars with approved LBE, MBE, or WBE prime Contractors, material suppliers (either by Developer or a prime Contractor), subcontractors (either by Developer or a prime Contractor), or through joint ventures with approved LBEs, MBEs, or WBEs.

i. Certified MBE and WBE prime Contractor Proposers may count their own participation toward a goal for which they qualify, and may divide their own participation between two goals, but their 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 and WBE and/or qualified 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. A qualified LBE that 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 provides 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 Homefield Project contract may be counted toward the goals.

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

a. The UG will review Developer's Project 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 to take to meet the goals constitute Best Efforts, as set forth in 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 Project Utilization Plan after its initial submission to the UG shall be reviewed and approved or rejected by the UG within thirty (30) days following receipt thereof, and such changes shall be deemed approved if not rejected within such thirty (30) day period.

C. CONTRACT AWARD COMPLIANCE PROCEDURES

1. <u>Solicitation Documents.</u>

The solicitation documents for each contract for which goals are established shall contain a description of the requirements set forth in this Exhibit; the LBE, MBE, and WBE goals; and the areas of projected subcontracting. 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 the LBE, MBE, and WBE goals.

2. Developer's Report of Solicitation Results.

Within thirty (30) days after the date set for receipt of proposals by each solicitation issued by Developer for the design, development, and construction of the Homefield Project, the Project Manager shall submit to the UG, on a form provided or approved by the UG, a 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 the extent then available) to Proposers 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, 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 Project 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 of Solicitation Results for review, the UG, based on its review of the Report, shall advise 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 set forth in the Project 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 Best 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 Project Utilization Plan goal that is not achieved, Developer shall be deemed to have used **"Best Efforts"** to meet the Project 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/or 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 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 history;

viii. Developer is seeking or has sought to educate and assist LBEs, MBEs, and WBEs in obtaining bonding, lines of credit or insurance required to perform the contract; and

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

Failure by Developer to take all of the foregoing actions shall not be determinative that Developer has not used its Best Efforts. The parties acknowledge that all of the foregoing actions may not apply to every scope of the Homefield Project (e.g., it may not be customary or appropriate to advertise for certain Professional Services).

4. Signed Contracts.

Within twenty-one (21) working days of 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 Homefield Project. This written schedule shall be provided to the UG prior to the STAR Bond Closing (as defined in the Agreement).

3. **Substitutions, Additions, or Deletions.**

Where a substitution for a LBE, MBE, or WBE subcontractor must occur after submission of proposals by the Project Manager to the UG pursuant to Section III.C.2., 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. UG'S ASSISTANCE TO DEVELOPER

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 Best Efforts in meeting the goals and complying with the procedures and processes set forth herein. The UG assumes no duty or responsibility to Developer with respect to Developer's fulfillment of the goals set forth in this Exhibit by reason of the provision of assistance to Developer. Examples of assistance the UG may provide include but are not limited to:

A. providing information and technical assistance regarding the Homefield 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 Homefield Project;

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

E. recommending contract specific goals, as appropriate;

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

G. reviewing Developer, Contractor, and any other contractor or subcontractor performance and LBE, MBE, and WBE participation on the Homefield 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;

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 Project Utilization Plans and contract award submittals.

V. DEVELOPER COMPLIANCE RECORDS AND REPORTS.

A. RECORDS

Developer shall maintain those records as may reasonably be required to demonstrate compliance with (and/or its Best Efforts to comply with) the goals and procedures set forth in this Exhibit. These records shall be available to the UG upon reasonable notice.

B. PROJECT UTILIZATION PLAN REPORTS

Developer shall provide UG with information sufficient to document the participation under this Exhibit, including quarterly compliance reports on the forms attached hereto as Attachments A through C. 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

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 Section 9.2 of the Agreement. In addition, the UG shall have the right to stop processing draw requests until Developer complies with reporting requirements.

If, after review of Developer's required quarterly reports by the UG's Contract Compliance Department, the UG determines 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, within thirty (30) days following its receipt of the UG's written determination, Developer fails to demonstrate to the UG's reasonable satisfaction that either (i) the goals contained in this Exhibit have been met or (ii) the goals contained in this Exhibit may not have been met but the Best Efforts described herein have been met, then the UG, as its sole and exclusive remedy, shall have the right to reduce the total amount of STAR Bond Proceeds available to Developer pursuant to the Agreement by withholding from disbursement the final four percent (4%) of such distribution, which shall be forfeited by Developer. The UG shall also have the right to renegotiate LBE, MBE, and WBE goals for future construction projects.

Attachment A

Unified Government

Project Utilization Plan

Date:_______________

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!**		

<u>Attachment B to Exhibit 17</u>
Unified Government
MBE/WBE/LBE Status Report
Construction Phase

Bid Package	Description	Prime Contractor	Sub Contractor	AFFIDAVIT MBE $	AFFIDAVIT WBE $	AFFIDAVIT LBE $	CONTRACT MBE	CONTRACT WBE	CONTRACT LBE	VARIANCE
				$		$				

Attachment C to Exhibit 17

LBE/MBE/WBE COMPLIANCE

SUMMARY REPORT
EXPENDITURES FOR REPORTING PERIOD

GOODS SUPPLIES and OTHER SERVICES	**Total**	**Class**	**Percent**	**Comments**
Total $ Awarded				
Total $ Expended				
Total $ MBE		% MBE		
Total $ WBE		%WBE		
Total $ M/WBE		%M/WBE		

MINORITY AND WOMEN EMPLOYEES

List the name, address, trade, classification, date hired, sex and ethnic origin for each minority/women employed by your company.

Name & Address	Trade	Classification	Date Hired	Sex	Ethnic Origin

ANNEX 1
DEFINITIONS

"Act" means the Kansas STAR Bonds Financing Act, K.S.A. 12-17,160 *et seq*., as amended, as described in Recital C

"Affiliate" means any person, entity or group of persons or entities which controls Developer, which Developer controls or which is under common control with Developer. As used herein, the term "control" means 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.

"Agreement" means this Assignment, Assumption and Amended and Restated Development Agreement by and between the UG and Developer.

"Amended and Restated Agreement" means that certain Amended and Restated Vacation Village Development Agreement, as amended, between the UG and SVV, as described in Recital B.

"Amended and Restated Effective Date" means August 28, 2014, the date of the Amended and Restated Agreement, as described in Recital B.

"Amended District Plan" means the amended and restated Original District Plan adopted by the 2014 Ordinance, as described in Recital D.

"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 Second Amended District Plan, the Development Plan, the Act, the CID Act and the Kansas Cash Basis Law (K.S.A. 10-1100 *et seq.*) and Budget Law (K.S.A. 79-2925 *et seq.*).

"Approved Assignment" means any assignment, sale, lease, mortgage, merger or other transfer which is consented to by the UG or otherwise permitted, as described in Section 7.13.

"Assignee" means the assignee, purchaser, lessee, mortgagee, or transferee of an Approved Assignment, as described in Section 7.13.

"Assignment" means the assignment of the Amended and Restated Agreement from SVV to Developer, as described in Section 1.2.

"Auto Dealerships" means the automobile dealerships in Project Areas 2A and 2B, as described in Section 2.2(a)(iii)(1) and (iv)(1).

"Auto Plaza Project" means the automotive plaza to be occupied by automobile dealerships, hotels, restaurant pad sites, and a convenience store along with other related infrastructure and amenities called for by the Original Auto Plaza Project Plan, as described in Recital G.

"Auto Plaza – Phase 1 Project Plan" means that certain Amended and Restated STAR Bond Project Plan for Project Area 2A within the District adopted by the 2015 Ordinance, as described in Recital I.

"Base Year Revenues" means the State Base Year Revenues and the Local Base Year Revenues, collectively, as described in Section 4.2(d).

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

"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 escrow established in accordance with Section 7.11(a).

"Cemetery Property" means the 8.33 acres of excess property that is not being used by the cemetery located at 1540 N. 94th Street as described in Recital L and as generally depicted on **Exhibit 5**.

"Certificate of Expenditure" means those certificates submitted by Developer for reimbursement of STAR Bond Costs from STAR Bond Proceeds and/or reimbursement of CID Project Costs from Pay-Go CID Financing, as described in Section 4.6(a) and the form of which is attached hereto as **Exhibit 13**.

"Church" means St. Patrick's Catholic Church, as described in Section 6.5(b).

"CID" or **"CIDs"** means one or more community improvement districts established pursuant to the CID Act, as described in Section 4.4.

"CID Act" means the Kansas Community Improvement District Act, K.S.A 12-6a26 *et seq.*, as amended, as described in Section 4.4.

"CID Administrative Fee" means the one percent (1%) administrative fee for the CID, as described in Section 4.4(f).

"CID Fund" means the separate fund and account established by the UG for collection of CID Proceeds, as described in Section 4.4(a).

"CID Proceeds" means the revenues received from the imposition of the CID Sales Tax, less the CID Administrative Fee, as described in Section 4.4.

"CID Project Costs" means those Project Costs which are: (i) agreed upon by the parties and identified on the Total Project Budget, and (ii) eligible for payment or reimbursement pursuant to the CID Act, as described in Section 4.4.

"CID Sales Tax" means the sales tax assessed on the sale of tangible personal property at retail or services rendered which are taxable within the CID(s) pursuant to the CID Act, as described in Section 4.4.

"City" means the City of Kansas City, Kansas.

"Commence Construction" or **"Commencement of Construction"** means the issuance of appropriate permits for the relevant Improvements and Developer's undertaking of a continuous program of construction for such Improvements, as described in Section 2.1(b)(iii).

"Commercial Pads" means the commercial pad sites on the Site, as otherwise described in Sections 2.2(a)(iii)(2) and (iv)(2) of this Agreement.

"Completion Dates" means those Substantial Completion dates described in Section 6.6.

"Construction Documents" means those documents pertaining to the construction, equipping and completion of the Homefield Project, as described in Section 6.3(a).

"Damaged Facilities" means any part or the whole of the Project owned by Developer to the extent that the same is damaged or destroyed by a Casualty, as described in Section 7.11(b).

"Deed" means the quitclaim deed by which the UG conveys the UG Property to Developer, as described in Section 2.1(b).

"Design Criteria" means the design criteria for the Homefield Project to be agreed upon by the parties, as described Section 6.2(a) and which shall be attached hereto as **Exhibit 14**.

"Destination Project Plan" means that certain Second Amended and Restated STAR Bond Project Plan for Project Area 1 within the District adopted by the 2014 Ordinance, as described in Recital F.

"Developer" means HFS, KCK, LLC, a Kansas limited liability.

"**Development Plan**" means the plan for the Improvements agreed to by the parties, which is consistent with the Second Amended District Plan, as described in Section 2.2 and generally depicted on **Exhibit 8**.

"DFA" means the Dairy Farmers of America.

"DFA Expansion" means the potential future expansion building for DFA described in Section 2.2(a)(v)(2).

"District" means the Original District, as expanded by the 2014 Ordinance to add real property and create an overlay district on top of a portion of the currently-existing STAR bond district covering the Village West development, as described in Recital D, generally depicted on **Exhibit 1** and legally described on **Exhibit 2**.

"Drop Dead Date" means that certain date by which the conditions set forth in Section 3.1 must be met, as described in Section 3.2.

"Due Diligence Period" means that certain period in which Developer shall complete its Investigations, as described in Section 2.1(b)(i).

"**Entertainment/Retail Project"** means entertainment, retail and destination retail shopping facilities in Project Area 3, as described in Section 2.2(a)(iv)(1).

"Environmental Regulation" means any and all present and future laws, statutes, ordinances, rules, regulations and orders of any Government 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 (collectively, "CERCLA").

"Escrow Agent" means ____.

"50/50 Limitation" means the requirement for Total Project Costs to be paid on a 50/50 basis between Private Funds and the available STAR Bond Proceeds, as described in Section 4.2(f).

"Fire Station Property" means approximately 1.065 acres of excess property that is not being used by the fire station located at 9548 State Avenue as described in Recital L and as depicted on **Exhibit 5**.

"First Issuance" means the first STAR Bond issuance, which the parties anticipate will be a private placement, as described in Section 4.2(b).

"First Issuance Private Capital" means at least $75,000,000 of Private Funds to be invested (or caused to be invested) by Developer in the construction of the Homefield Project, as described in Section 4.2(b)(i).

"First Issuance"

"Force Majeure" is defined in Section 10.2 hereof.

"GAAP" means generally accepted accounting principles.

"General Contractor" means the general contractor(s) selected by Developer for the Homefield Project, as described in Section 6.3.

"Government Authority" or **"Government Authorities"** means 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.

"Homefield Baseball" means a youth baseball complex to include at least five (5) lighted fields and integrate state-of-the-art technology to enhance individual and team training as well as analytics and data capture, a scouting view tower, batting and pitching tunnels, concessions and restrooms, and Homefield Academy club offices in Project Area 4 (and potentially Project Area 1), as described in Section 2.2(a)(ii)(1) and generally depicted on **Exhibit 11**.

"Homefield Building" means an approximately 150,000 square-foot multi-sport venue for indoor sports, along with food and beverage amenities, medical services, fitness and training facilities and other retail, office and entertainment spaces, as described in Section 2.2(a)(i)(2) and generally depicted on **Exhibit 9**.

"Homefield Outdoor" means an outdoor multi-sport venue, as described in Section 2.2(a)(i)(3) and generally depicted on **Exhibit 10**.

"Homefield Project" means a new destination attraction to be designed, developed, constructed and operated by Developer in the District, as described in Recital M and more particularly described in Section 2.2(a)(i)(1)-(5) and (a)(ii)(1).

"Improvements" means those certain improvements to be developed by Developer and its tenants and transferees in the Project, as described in Section 2.2 and generally depicted on **Exhibit 8**.

"Incremental Taxes" means the State Increment, Local Increment and a portion of the UG's transient guest tax, as described in Section 4.2(d).

"Infrastructure Improvements" means the infrastructure improvements described in Section 6.5 and depicted on **Exhibit __**.

"Insurance Specifications" means the insurance requirements on Developer in connection with the Project, as described in Section 7.10 and more fully set forth on **Exhibit 16**.

"Investigations" means the Developer's inspections of the UG Property, including the right to testing of same, as described in Section 2.1(b)(i).

"IRBs" means industrial revenue bonds pursuant to K.S.A. 12-1740 *et seq.*, as described in Section 4.11.

"Landscape Plan" means the detailed plan for landscaping the Homefield Project, as described in Section 6.2(b) and attached hereto as **Exhibit 15**.

"Local Base Year Revenues" means the sum of (i) the local sales, use and transient guest taxes collected during a base year which is twelve (12) months immediately prior to the month in which the District was established in October of 2005, which was $0.00; and (ii) any Relocation Base Year Revenues, as described in Section 4.2(d).

"Local Increment" means the incremental local sales and use taxes imposed pursuant to K.S.A. 12-187 *et seq.*, as described in Section 4.2(d).

"Material Changes" means any substantial change to any agreement, plan or other document referred to herein, which change would require changes to Developer's permits or approval of the appropriate Government Authorities or is required by Applicable Laws and Regulations.

"Menards" means the Menards Home Improvements Store in the Entertainment/Retail Project in Project Area 3, as described in Section 2.2(a)(iv)(1).

"Menards Revenues" means the State Increment and Local Increment derived from the Menards in Project Area 3, as described in Section 4.2(d).

"Menards State Increment" means the State Increment derived from the Menards in Project Area 3, as described in Section 4.2(d)(iii).

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

"Original Agreement" means that certain Vacation Village Development Agreement, as amended, between the UG and Developer, as described in Recital A.

"Original Auto Plaza Project Plan" means that certain STAR Bond Project Plan for Project Area 2 within the District adopted by the 2014 Ordinance, as described in Recital G.

"Original District" means the Vacation Village Redevelopment District created by the UG on October 20, 2005 by the adoption of Ordinance No. O-76-05, as described in Recital C.

"Original District Plan" means the general development plan for the Original District, as described in Recital C.

"Original Effective Date" means December 20, 2005, the date of the Original Agreement, as described in Recital A.

"Original Project Plan" means the project plan for the sole project area within the Original District, as described in Recital C.

"Parking Improvements" means any parking improvements for the Project, as described in Section 2.2(c).

"Pay-Go CID Financing" means a method of financing pursuant to which certain CID Project Costs are paid and/or reimbursed without notes or bonds, and the costs are reimbursed as CID Proceeds are deposited into the CID Fund, as described in Section 4.4(b).

"Permitted Encumbrances" means any liens, restrictions, claims, easements, rights-of-way, encroachments, reservations, or other matters or encumbrances of record affecting the UG Property.

"Permitted Mortgage" means any mortgage placed on the Site or any part thereof in connection with any construction or permanent financing of the Project or portion thereof.

"Permitted Mortgagee" means any holder of a Permitted Mortgage.

"Permitted Uses" means the uses described in Section 2.2(a) and any other uses permitted by Applicable Laws and Requirements.

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

"PILOT" means payment-in-lieu-of-taxes, as described in Section 4.11.

"Plans and Specifications" means those construction drawings for the Homefield Project, as described in Section 6.2.

"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-agreeablee equivalent publication that evaluates the same criteria as *The Wall Street Journal* to report such rate.

"Private Funds" means the private equity and debt used to pay for the Project Costs, as described in Section 4.10.

"Project" means the design, development, and construction of certain Improvements, as described in Section 2.2(a).

"Project Area" or **"Project Areas"** means the six (6) distinct Project Areas in the District, as described in Recitals D and H.

"Project Area 1" means Project Area 1 of the District.

"Project Area 2" means Project Area 2 of the District.

"Project Area 2A" means Project Area 2A of the District.

"Project Area 2B" means Project Area 2B of the District.

"Project Area 2B Plan" means the STAR Bond Project Plan for Project Area 2B within the District adopted by the 2020 Ordinance, as described in Recital N.

"Project Area 3" means Project Area 3 of the District.

"Project Area 3 Plan" means the STAR Bond Project Plan for Project Area 3 within the District adopted by the 2020 Ordinance, as described in Recital O.

"Project Area 4" means Project Area 4 of the District.

"Project Area 5" means Project Area 5 of the District.

"Project Area 5 Plan" means the STAR Bond Project Plan for Project Area 5 within the District adopted by the 2020 Ordinance, as described in Recital P.

"Project Costs" means the costs of designing, constructing, developing and completing the Project, as described in Section 4.1 and more particularly set forth in the Total Project Budget in **Exhibit 12**.

"Public Financing" means the public incentives available to the Project, including STAR Bonds and CID Proceeds, as described in Section 4.1.

"Purchase Price" means an amount equal to Three Million Dollars ($3,000,000) to be paid by Developer to the UG at the UG Property Closing, as described in Section 2.1(b).

"Qualified Third Parties" means (i) "qualified institutional buyers," or (ii) "accredited investors" as such terms are defined by the Securities Exchange Commission, as described in Section 4.3(f).

"Race Days" means days when a race (or other similar event) is conducted at the Kansas Speedway.

"Relocation State Base Year Revenues" means an amount equal to the State sales taxes derived from taxable sales for a relocating Auto Dealership in excess of the State sales taxes collected by such Auto Dealership from the prior Kansas location during a base year which is twelve (12) months immediately prior to the month in which the Auto Dealership relocated, as determined by the State, as described in Section 4.2(g).

“Relocation Local Base Year Revenues” means an amount equal to the local sales and use taxes derived from the taxable sales for such Auto Dealership in excess of the local sales and use taxes collected by such Auto Dealership from the prior Kansas location during a base year which is twelve (12) months immediately prior to the month in which the Auto Dealership relocated, as determined by the State, as described in Section 4.2(g).

"**Restricted Area**" means the larger of (a) the Kansas City metropolitan area, or (b) a 50-mile radius from the outside boundaries of the Site.

"Reversionary Interest" means the right of reversion in favor of the UG pertaining to the UG Property, as described in Section 2.1(b)(iii).

"Reversionary Interest Notice" means the written notice provided by the UG to Developer in order to exercise the Reversionary Interest, as described in Section 2.1(b)(iii) and subject to the terms and conditions thereof.

"Second Amended District Plan" means the general development plan for the District adopted by the 2015 Ordinance, as described in Recital H.

"Second Issuance" means one or more STAR Bond issuances subsequent to the First Issuance, as described in Section 4.2(b).

"Second Issuance Private Capital" means investment of the Private Funds required for the Second Issuance, as described in Section 4.2(b)(ii).

"Series 2015A Bonds" means $72,900,000 of the 2015 STAR Bonds for Project Areas 1 and 2A, as described in Recital J.

"Series 2015B Bonds" means $12,260,000 of subordinate 2015 STAR Bonds for Project Areas 1 and 2A, as described in Recital J.

"Series 2015B Bond Trustee" means ______________________________.

"Site" means, collectively, the UG Property and the SVV Site, as described in Recital L and generally depicted on **Exhibit 7**.

"STAR Bond Closing" shall mean the date when the STAR Bonds for the First Issuance are issued, sold and delivered, as described in Section 5.1.

"STAR Bond Collection Period" means a period of twenty (20) years from the approval of the Project Area 2B Plan, Project Area 3 Plan and Project Area 5 Plan, as described in Section 4.2(d).

"STAR Bond Costs" means those Project Costs which are (i) eligible for payment or reimbursement pursuant to the Act, and (ii) agreed upon by the parties and identified in the Total Project Budget in **Exhibit 12**, as described in Section 4.2(a).

"STAR Bond Indenture" means the Bond Trust Indenture to be entered into between the UG and the Bond Trustee, as amended and supplemented from time to time, relating to the STAR Bonds.

"STAR Bond Proceeds" means the net proceeds from the STAR Bonds, as described in Section 4.2(a).

"STAR Bond Escrow Fund" means a separate fund and account established by the Escrow Agent for collection of the Incremental Taxes collected in Project Areas 2B, 3 and 5, as described in Section 4.2(e).

"STAR Bonds" means the Sales Tax Special Obligation Revenue Bonds to be issued in the future by the UG pursuant to the STAR Bond Indenture in connection with the development of the Project, including any refinancing of bonds issued as a result of public sale.

"State" means the State of Kansas.

"State Base Year Revenues" means the sum of (i) the State sales taxes collected during a base year which is twelve (12) months immediately prior to the month in which the District was established in October of 2005, which was $0.00; and (ii) any Relocation State Base Year Revenues (as defined in Section 4.2(g)).

"State Increment" means the incremental State sales and use taxes imposed pursuant to K.S.A. 79-3601 *et seq.* and 79-3701 *et seq.*, as described in Section 4.2(d).

"Store Operator" or **"Store Operators"** means the tenants, owners, users or operators of a store, Auto Dealership, restaurant or other use in the Project, as described in Section 7.2(a)(iii)(y).

"Store Operator Agreement" or **"Store Operator Agreements"** means the binding agreement(s) from Store Operators in the District, as described in Section 7.2(a)(iii)(y).

"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 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 a temporary certificate of occupancy).

"SVV" means SVV I, LLC, a Kansas limited liability company.

"SVV Site" means the real property in the District which is owned by SVV as of the New Effective Date, as described in Recital K, generally depicted on **Exhibit 3** and legally described on **Exhibit 4**.

"Tax Distribution Agreement" means the Tax Distribution Agreement to be entered into among the UG, the Bond Trustee, the Treasurer of the State and the Escrow Agent, relating to the collection and distribution of certain taxes within Project Areas 2B, 3 and 5.

"Term" means the term of this Agreement, as described in Section 7.1.

"Total Project Budget" means the budget attached hereto as **Exhibit 12**.

"Tournament Fields" means the soccer fields tournament complex located in Project Area 4, as described in Section 2.2(a)(ii)(2)(y).

"Transaction Documents" means the STAR Bond Indenture, this Agreement, the Tax Distribution Agreement, any bond trust indentures, bond purchase agreements, tax compliance agreements, financing agreements, and other similar documents executed and delivered by the parties in connection with the Public Financing and/or IRB financing.

"2014 Ordinance" means Ordinance No. O-47-14 adopted by the UG on August 28, 2014 to create the District and adopt the Amended District Plan, as described in Recital D.

"2015 Ordinance" means Ordinance No. O-54-15 adopted by the UG on August 13, 2015 to adopt the Second Amended District Plan, as described in Recital H.

"2015 STAR Bonds" means the STAR Bonds issued pursuant to the Act on or about October 13, 2015, as described in Recital J.

"2020 Ordinance" means Ordinance No. O-__-__ adopted by the UG on _______________, 2020 to adopt the Project Area 2B Project Plan, Project Area 3 Project Plan and Project Area 5 Project Plan, as described in Recitals N, O and P.

"UG" means the Unified Government of Wyandotte County/Kansas City, Kansas.

"UG Parties" means the UG and its agents, officers, contractors and employees, as described in Section 2.1(b)(i).

"UG Property" means that certain real property owned by the UG, including approximately 62.25 acres of vacant land located east of N. 94th Street, 1.065 acres of excess property that is not being used by the fire station located at 9548 State Avenue, and 8.33 acres of excess property that is not being used by the cemetery located at 1540 N 94th Street, as described in Recital L, generally depicted on **Exhibit 5**.

"UG Property Closing" means the date on which Developer shall close on its acquisition of the UG Property, as applicable, as described in Section 2.1(b)(ii).

"U.S. Soccer Facility" means the United States Soccer Federation's coaching and training facility to be located on land in the vicinity of the southeast corner of 98th Street and Parallel Parkway in Project Area 4, as described in Section 2.2(a)(ii)(2)(x).

"Waterpark" means the Schlitterbahn waterpark, as described in Recital F.

"Waterpark CID" means that certain CID created by the UG within the District, the boundaries of which generally encompass Project Area 1, as described in Section 4.4.

EXHIBIT 18

Homefield Project PILOT Schedule

Homefield Tax Certainty PILOTs

	Tax Payment Amount
Year 1	$ 370,219.07
Year 2	$ 373,921.26
Year 3	$ 377,660.47
Year 4	$ 381,437.08
Year 5	$ 385,251.45
Year 6	$ 389,103.96
Year 7	$ 392,995.00
Year 8	$ 396,924.95
Year 9	$ 400,894.20
Year 10	$ 404,903.14

*Excludes capital outlay mills not subject to IRB.

EXHIBIT 19

Description of Homefield Baseball Technology, Analytics and Data Capture

The proposed 5-field Homefield Youth Baseball Complex will combine innovative training tools with professional grade content generation capabilities. This complex will feature best-in-class technology to enhance individual and team training as well as analytics and data capture. Every measurable performance metric will be captured, analyzed, and utilized by Homefield's coaching staff to build better baseball players, and improve their opportunity to play in high school, college, and the pros. These tech tools will be integrated into the diamonds themselves as well as elevated observation platforms for use by scouts, college recruiters, and coaches from around the region.

Every position on the diamond requires a unique skill set. Rather than taking a one size fits all approach relative to technology, the Homefield Youth Baseball Complex will provide athletes access to position specific technologies. Coaches will be able to use these technologies in a manner that is tailored to each position and individual skill set, allowing them to create customized curriculum and programs that not only track athlete development over time, but leverages data driven insights to provide a pathway to better results on the field. Pitchers will be able to track pitch velocity, spin rate, spin axis, and spin efficiency. They will also be able to provide an analysis of how each pitch leaves a pitchers hand, the arm angle at release, and track ball movement from the time the ball leaves the pitchers hand to the time it goes through the strike zone and into the catcher's mitt. Batters will be able to track key metrics including exit velocity, launch angle, distance, point of impact, and receive a detailed breakdown of their batting average across multiple parts of the strike zone. Defensive players will be able to have their arm strength measured, track how quickly they can turn a double play or get a ball into the infield, and how accurate they are when doing so. Arming prospects with objective data relative to their performance, accessible through an app on their phone, will clearly separate Homefield from the competition and drive increased attendance across all baseball programming including tournaments, show case events, and camps.

Pairing a thoughtfully designed baseball complex with a best in class tech stack will allow the Homefield Youth Baseball Complex to attract talent across the Midwest and country. For example, when Homefield hosts collegiate and professional scouting events, coaches and scouts will be have access to real time performance data about prospective athletes at the event. This data will facilitate more informed and objective decisions which will encourage athletes from across the country to participate in Homefield sponsored events to differentiate themselves from their competition. This technology will also be featured during competition. Following a weekend tournament at Homefield, visiting athletes and coaches will have the opportunity to access meaningful performance data that they can use to improve performance at their next event.

The complex will feature broadcast quality lighting and cameras that will allow games to be broadcast across multiple platforms inside and out of the complex. Live scoring and stat casts, instant replays, and highlights of top plays will all be available through other technologies incorporated into the complex. All these technologies will serve as a catalyst for fan engagement and should drive greater brand loyalty to Homefield and Homefield sponsored events.

ECONOMIC DEVELOPMENT AND FINANCE STANDING COMMITTEE MINUTES
Monday, August 10, 2020

The meeting of the Economic Development and Finance Standing Committee was held on Monday, August 10, 2020, at 5:25 p.m., remotely via Zoom. The following members were present: Commissioner Burroughs, Chairman; Commissioners McKiernan, Townsend, Johnson, Walters; and BPU Board Member Jeff Bryant. The following officials were also in attendance via Zoom: Gordon Criswell, Melissa Sieben, Emerick Cross, and Alan Howze, Assistant County Administrators; Patrick Waters, Senior Counsel; Katherine Carttar, Director of Economic Development; Kathleen VonAchen, Chief Financial Officer; Debbie Jonscher, Deputy Chief Financial Officer; Reginald Lindsey, Budget Manager; Bridgette Cobbins, UG Clerk; and Rocki Mayes, Program Supervisor in County Administrator's Office.

Chairman Burroughs said I do want to ensure that Jeff Bryant has joined us. **Jeff Bryant, BPU Board Member,** said I'm here.

Chairman Burroughs said before I call the meeting to order, I want to announce that due to COVID-19, the committee members, staff, and the public are attending remotely via Zoom or by phone. All participants joining by phone should mute their phones when not speaking to avoid background noise.

During the meeting, please make sure that you announce yourself by name and title every time you speak so that the public that is observing knows who is speaking. This is critical given the number of remote participants and is current guidance from the Kansas Attorney General.

Due to the COVID-19 requirements, public comment has been suspended unless otherwise required by law. The public has been allowed to submit comments by email prior to the meeting and those comments will be included in the record of this meeting.

Chairman Burroughs called the meeting to order.

Roll call was taken and members were present as shown above.

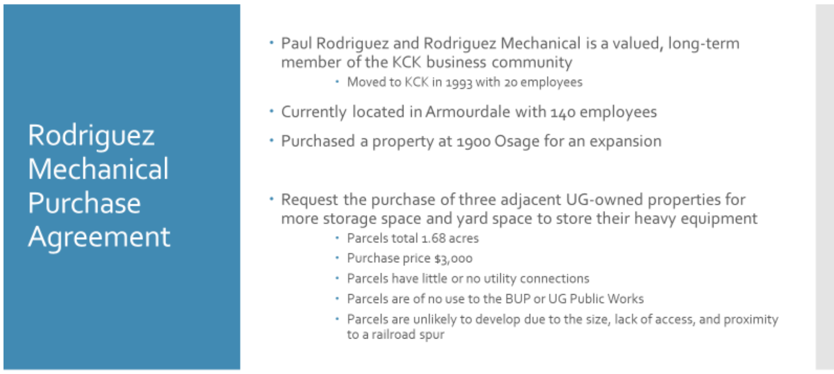
Chairman Burroughs said we have no minutes to consider tonight.

.

Item No. 1 – 20294…PURCHASE AGREEMENT - 3 PARCELS FOR RODRIGUEZ MECHANICAL

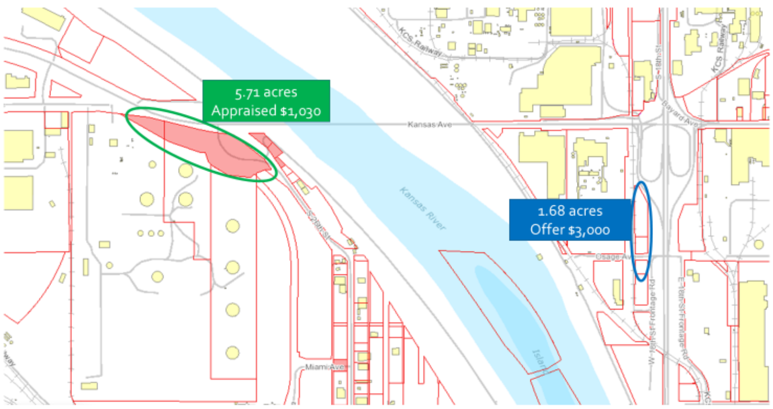
Synopsis: A purchase agreement for the sale of three UG-owned parcels on 18th Expressway totaling 1.68 acres proximate to the new Rodriguez Mechanical headquarters at 1900 Osage, submitted by Katherine Carttar, Director of Economic Development.

Katherine Carttar, Director of Economic Development, said the first item we have today is a purchase agreement for three UG-owned parcels on 18^{th} St. Expressway to Rodriguez Mechanical. Paul Rodriguez is here, I believe, so he will pipe in if I mis-state anything and give a comment here later and be available for questions.



I want to kind of go over a couple of things about the company and these three parcels in question. Many of you know Rodriguez Mechanical is a valued and long-term member of our KCK community. They've been in KCK—moved here in 1993 from Johnson County with just 20 employees. Today, they've got just around 140. They've been located in Armourdale for the last many years, and they are just—in the last year, purchased a property at 1900 Osage for an expansion. There are three very small parcels that are UG-owned that are just adjacent to the property at 1900 Osage where they will have kind of their primary location.

The three parcels, it's kind of—I have a map here in a second which you'll be able to see this more clearly, but they are located between the highway and a railroad. It's kind of this interesting no mans land that has not been used for anything. I could go back into the records as far back at the '80s. These have always, at least as far as that time, they have been UG-owned and not actually used really for anything. Trying to get this small amount of land is about 1.6 acres, putting it back into productive use would be, I think, something that we would desire. This has been almost 40 years, and probably more than that. They're parcels that are unlikely to develop otherwise as they don't have utility connections. I think one of them is connected to water and the rest are not connected to sewer, water and in some cases if they wanted to be connected to electric. You can tell there's a number of reasons why these are, you know, unlikely to develop otherwise.



Here you can see the parcel here that is circled in red, that's 1900 Osage. That's where they will have their primary location. The three parcels that are UG-owned and in question, are these here in blue. You can see here you're kind of in between. This is 18th Expressway, if you can see my cursor, and then this here on the west side is a railroad spur. This is kind of interesting land that is difficult to do much with. You do have the old Kaw Power Plant right here. I have spoken with BPU as well as our Public Works, and neither see any use in moving forward for these three parcels.

In looking to determine what a reasonable purchase price for these are. We looked at other Land Bank lots. We've got one just across the river here. A very similar type of property that's almost twice, or more than twice the size and it pays for just about $1,000. Mr. Rodriguez has offered $3,000 for these lots and that is what you see in your packet today. That's all I have. Mr. Rodriguez, if you are on the line and would like to comment or there are any questions from the committee.

Mr. Rodriguez said another reason why I want to secure the property is, I'm not against homeless people, but there's some homeless people that I want to say they're actually, I'm told from the security from the other surrounding buildings that they're devil worshipers. I don't know what the heck is going on, but they have broken into the building at 1900 Osage and we captured them on camera going in, but there's really not, you know, I don't want to hurt anybody. I just want them to stay out.

My thinking, in addition to what Katherine spoke about, was that if I was able to secure the property, I'd then begin to clear it all. The grass, weeds, and overgrown brush is approximately 4 to 5 ft. tall. It was BPU property. I did a little research as well. I think even in the '40s, the BPU really had that whole area. You can still see some gravel where they used it as a parking lot. That's that long stretch between Kansas Avenue and 18th Street Expressway. On Osage, the closest to the building sign and my building that the—it's either BPU power, I think it was because there's a bunch of metal parts always that are there and some watermains. That's where they stored watermain and pipe. In fact, they still have the concrete, kind of like shelves where you can drive up with a pallet, with a forklift and drop the flat without sitting it on the ground.

I know that the 5 acres is a better deal, but from a functionality standpoint, I'm better off right there. The area has no sewer. That largest piece, the largest lot has no sewer, water or gas. They have no water taps on either side. Nothing is connected to the waterline. The closest sewer is approximately two blocks to the east and you have to cross railroad tracks to get there. It'd be quite expensive to get to develop that piece. It's just almost impossible from a cost standpoint.

Other than that, I do know that I will clear the land, use it for parking storage and heavy equipment. Hopefully, just by doing that, that will stop some of the dumping that's occurring along Miami Street and underneath 18th St. Expressway, that bridge. Thank you for the opportunity to even present and to make a request for the property. I'll answer any questions that you may have.

Ms. Mayes said Commissioner McKiernan has his hand up.

Commissioner McKiernan said, Mr. Rodriguez, we've certainly appreciated having you as a member of the Armourdale community for all these years. I am familiar with these three properties that you are considering here. I think we would win on multiple fronts if you were to acquire and clear them. We'd get the purchase price of the properties. We'd get the clearing of the properties.

We'd have enhanced security for those and for the surrounding properties, and they'd be back on the tax rolls bringing in property tax on an annual basis.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Walters, to approve.**

Chairman Burroughs said before we do that, we do have an opportunity. Does anyone from the public have any information, questions, comments? **Ms. Cobbins** said no one submitted any requests.

Roll call was taken on the motion and there were six "Ayes," Bryant, Walters, Johnson, Townsend, McKiernan, Burroughs.

Mr. Rodriguez asked, Commissioner, can I make a comment please? I know I'm out of order. **Chairman Burroughs** said Mr. Rodriguez your item has been approved, but if you care to speak, please make it brief. **Mr. Rodriguez** said I'll leave after my comments. Mr. Burroughs, I don't know if you remember me? **Chairman Burroughs** said I do. **Mr. Rodriguez** said I was the chair of the Kansas City Chamber of Commerce in the year 2000. I had the opportunity to listen in on your last committee meeting. I want to tell you how wonderful it is because in the year 2000, we had to raise money with Wyandotte Development, Inc., and tried to do something about—just the way Kansas City, Kansas, was perceived and also when you speak about building up and permit opportunities.

In the year 2000, if I'm not mistaken, there were no more than three to six housing or building permits. That was an average that had gone for years because there was a flight that occurred of leaving Kansas City and Wyandotte County. I just want to commend all of you for the work and the progress that you have made. Those numbers are just tremendous that you just produced, and I'll leave that with a thank you.

Chairman Burroughs said well, thank you for your kind words, Mr. Rodriguez. Those that have served before us and those that will serve long after us, if we set a strong path, they should follow it. We have accomplished a great deal in Wyandotte County. We're very proud of our community. We embrace our diversity. Those are the assets that we hold very dear and are very valuable to our community. Thank you for your kind comments. Again, we welcome you to enjoy your newfound properties, and thank you for assisting us in dealing with some of our vacated properties.

Item No. 2 – 20295…PURCHASE AGREEMENT: SCANNELL PROPERTIES FOR THE WOODLANDS

Synopsis: A purchase agreement for Scannell Properties to buy 34 acres of UG-owned land, and donated 70 acres to the UG Parks Dept., as part of the proposed Woodlands development, submitted by Katherine Carttar, Director of Economic Development.

Chairman Burroughs said I'm going to ask our Vice-Chair Commissioner McKiernan—I'm going to defer to Commissioner McKiernan. As Chair, I have the liberty to do that. I had a conflict of interest on this vote earlier on in another discussion. I'm going to defer to Commissioner McKiernan and ask Mr. McKiernan to please run Item No. 2.

Acting Chairman McKiernan said absolutely. I will take over for Item No. 2. Actually, when I looked over to see if Mr. Rodriguez was in the attendee list, I see that Commissioner Bynum was on the list immediately above him. I wonder if legal counsel could opine on this. Is it possible that Commissioner Bynum could simply sit in Commissioner's Burroughs place as another At-Large Commissioner for this item only? **Patrick Waters, Senior Counsel,** said, yes, Mr. Chairman, if Commissioner Burroughs appoints her. So, if he would wish to do that on the record. **Chairman Burroughs** said I do. Ladies and gentlemen, full disclosure. I do have a conflict of interest with this issue having stated such earlier on in earlier meetings. At this time, I would ask Commissioner Bynum to please assume my position on this particular Item No. 2.

Acting Chairman McKiernan said thank you, Commissioner. I do see that Commissioner Bynum has now joined us on the panelists list so Rocki has promoted her to a panelist. At this point, this is consideration of a purchase agreement for Scannell Properties to buy 34 acres of UG-owned land. I'm going to turn this back to Katherine Carttar for presentation on this item.

Item No. 2
Purchase
Agreement

A purchase agreement for Scannell Properties to buy 34 acres of UG-owned land as part of the Woodlands development

Katherine Carttar, Director of Economic Development, said I also have with me Shaun Cofer from Scannell Properties who can jump in as necessary or can answer questions at the end. This is one that I did go over a longer presentation last month at Economic Development & Finance Committee in preparation knowing that this was coming up. I will do somewhat slightly more brief presentation, but a reminder for those of you in the audience who did not listen last week exactly what we're dealing with, what is very specifically looking at is a purchase agreement for the 34 acres at 99th & Leavenworth that the Unified Government owns that we would sell to Scannell Properties as part of their Woodlands development.

Woodlands

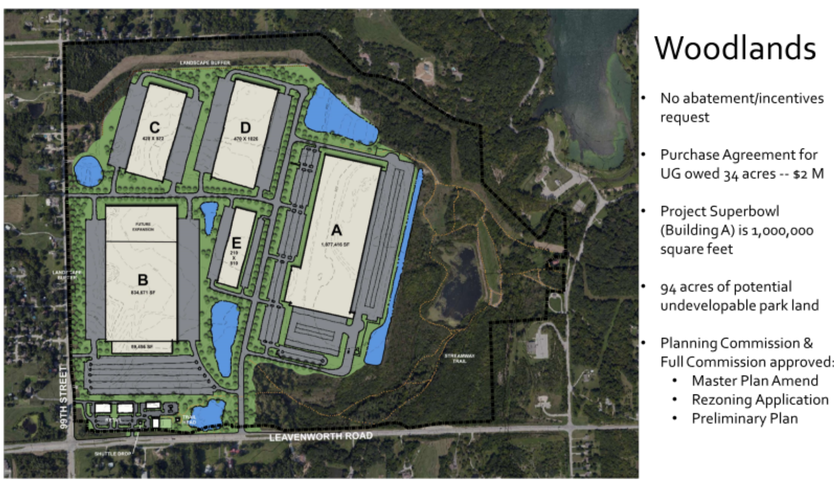
- No abatement/incentives request
- Purchase Agreement for UG owed 34 acres -- $2 M
- Project Superbowl (Building A) is 1,000,000 square feet
- 94 acres of potential undevelopable park land
- Planning Commission & Full Commission approved:
  - Master Plan Amend
  - Rezoning Application
  - Preliminary Plan

Just a quick reminder for those who aren't familiar with the property. This is the Woodlands. It's been closed for 15-ish years. It's about 400 acres in total. Scannell Properties is interested and has an agreement to purchase the vast majority of this land which is owned by a private company. I will go and explain where the acreage that we own and is in question today. Part of this is also in the purchase agreement, but there's 94 acres of land that you can see here; the area that is not developed.

It has not been developed, and moving forward, Scannell Properties would like it to remain undeveloped and remain a buffer from the development that they are proposing. This would be donated to the Parks Department. The Parks Department is very excited about having additional space for trails. You've got a shelter right here, Shelter 2 right on Wyandotte County Lake. This would be the way that you would access this.

Just kind of an update since the last time we discussed this in this committee, the Planning Commission and the full Commission have approved the master plan and the rezoning for this project.

The items that we're really focused on are the area here at 99th & Leavenworth, which much of that acreage is proposed to be neighborhood retail, and then here are the 94 acres on the east side that would be the buffer between the development and the lake as well as some of the other homes and other things on the east side.



NEIGHBORHOOD RETAIL   PARKLAND & TRAILS (94 acres)

415 Acres Development

- 100 acres for Building A
- 94 acres Parkland
- 245 acres Future Development

Annual Property Taxes

Today: **$373,000**

2021: **$2,245,000**

- $2,057,900 Building A
- $367,500 Land

34 Acres Land Purchase

- $2,031,495.78 purchase agreement

415 Acres Development

- 100 acres for Building A
- 94 acres Parkland
- 245 acres Future Development

Annual Property Taxes

Today: **$373,000**

2021: **$2,245,000**

- $2,057,900 Building A
- $367,500 Land

34 Acres Land Purchase

- $ 2,031,495.78 purchase agreement

Clearly, looking here at kind of an overview of the different pieces, but if we're just looking at kind of this first phase that has gone through Planning Commission and is moving forward, this is building A. That's what's in what would be the first phase of this larger development. That would be about 100 acres, and then we're looking at 94 for park land and over 200 would be still available for future development. Today, just to kind of give an idea of magnitude, today it's just under $400,000 in taxes for this 414 or 415 acres. Once building A is completed, we're looking at well over $2M just with the building and then another additional amount with the land. Then the acreage that would be part of the purchase agreement, the 34 acres, would be a purchase price of over $2M, $2,031,000. Here is that location you can see there. With that, Shaun is on the line if the committee has any questions.

Acting Chairman McKiernan said thank you, Ms. Carttar. I appreciate the presentation. At this time, I'd ask if any member of the committee has any comments or any questions for Ms. Carttar or for Mr. Cofer? I don't see any questions coming up from the committee.

I'll ask the Clerk, were there any public submissions to be included in the record on this item? **Ms. Cobbins** said there was a request from Laurie Torrez to speak, Mr. Chair. **Acting Chairman McKiernan** said the rules of the meeting that we stated ahead of time said that public comment has been suspend but that email comments can be read into the record. Is that the way we're going or are we allowing public comment**?** **Ms. Cobbins** said I received a request from Laurie Torrez and from Adrian. I can put that on the record that they submitted a request. **Acting Chairman McKiernan** said I'm going to defer it to our legal counsel on this. I have no problem with public comment, but that is not the way we opened the meeting. I just want to get clarification on if that's how we proceed? **Mr. Waters** said, Mr. Chairman, I think that is at your discretion. That is correct. The rules that we've gone by have stated that public comment is not required. In the past, I know we have allowed some public comment during the standing committees, but it is not legally required. **Acting Chairman McKiernan** said what I'm going to do at this time is, because Ms. Torrez did request in advance of the meeting to be allowed to speak. Rocki, if you could find Ms. Torrez in the attendee list and permit her to talk. Ms. Torrez, I will turn the floor over to you. You are allowed to speak now, and you'll have three minutes to make your comments to the committee.

Laurie Torrez, 9828 Donahoo Rd., KCK, stated I would like to know if there was an appraisal done on this and if not, why wasn't there an appraisal done on this. I don't think that Mr. Reffin should set the price at $1.36 a square foot. Western Wyandotte County commercial is running $3 to $4 a square foot. I think school district has the benefit of those personal property taxes off of that. I think you need to get an appraisal on this acreage. I don't think we should let Mr. Ruffin set the price on it. I don't think in comparison to Indian Springs property is right. That's in town; we're out west. Commercial, this land was deemed commercial. You're comparing commercial to agriculture, which commercial sells for way more. Why are we selling this for the same price as agriculture land? I'd like to have an appraisal done on it by a certified appraiser, not by just somebody saying, well, we got this much for Indian Springs, and this sounds pretty good for that. That is not an appraisal. That does not cut it. I don't understand why there was not an appraisal done on this. I think Piper deserves an appraisal and the most they can get for the land.

Adrian Torrez, 9828 Donahoo Road, said obviously you know that we're both in opposition of this situation. At the end of this, it makes me feel that some of the interactions with citizens were somewhat disingenuous. I heard some comments that are really kind of hurtful. I really realize that the city is in a position that we need to have tax dollars, but to know that this was pushed through, and I get the impression that it was already accepted prior to being presented to the citizens.

During the committee meeting, Commissioner Bynum had made the statement that she had only been contacted by three people in opposition. I attended a meeting that only three people were for that situation and the majority of the room was against. It kind of hurt my feelings that those people that spoke that night would be ignored. I would suspect that in the future, I guess, I need to put everything in an email to be able to be heard.

I guess, because of the situation, my neighborhood becomes a sacrificial lamb. We'll have to live with this, folks. I know that you made the best decision that you possibly could, but please, next time listen to citizens. Thank you very much. **Acting Chairman McKiernan** said thank you, Mr. and Mrs. Torrez, for those comments.

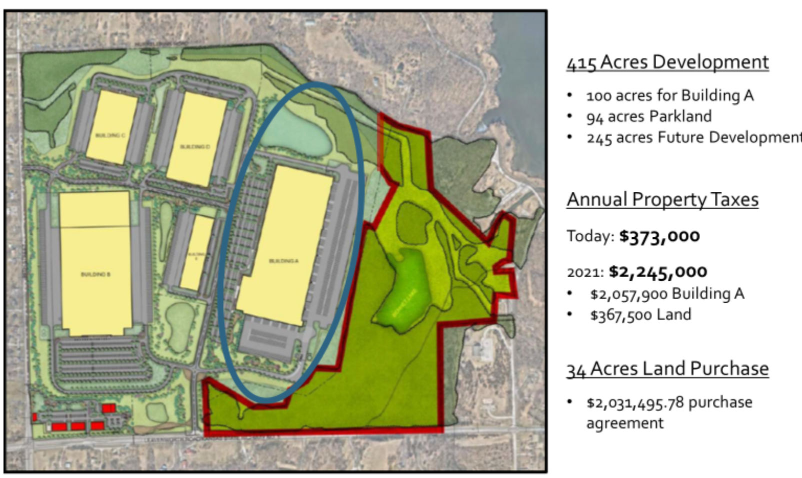
Acting Chairman McKiernan said we will now close public comment period since there was no one else who requested ahead of time. At this point, I'd ask if any member of the committee has questions or comments for either Ms. Carttar or Mr. Cofer.

BPU Board Member Byrant said with regards to the comment from the previous visitors, was there an appraisal done and what were the results of the appraisal in comparison to other undeveloped land? **Ms. Carttar** said the Unified Government did not have an appraisal; an independent appraisal done. This land has been appraised by our own Appraisal Department which was a bit, it was about \$2.8M as I recall. But, what we determined was that linking the purchase price with the same rate that Mr. Reffin was selling his land for made a lot of sense, especially since we received this property in a tax sale. We basically received it completely for free and then have not actually put any investment into it over the years that we have owned it and felt that was a very fair price.

Additionally, I did not mention this. But additionally, to the $2M as part of the land donation for the park land, Scannell Properties is also donating another $75,000 to help with improvements to Shelter 2, as well as improvements to the trails throughout, so we felt this was more than fair all in all.

BPU Board Member Bryant asked, what is the value of the acreage that will be used, that will have park access? **Ms. Carttar** said we did not break that out, but give me one second. At the rate that they are buying it—anyone can do faster math than I can, give me a moment. This is 94, acres while this 34 is acres so, if you're looking at the same amount, then this would be about $6M worth of land that is being donated to the Unified Government.

BPU Board Member Bryant said, Katherine, one other question. Do we have a projection of what the total tax value that the annual taxes would be once all four of the buildings and the retail development is completed?



Ms. Carttar said I have not run that purely because there—the buildings here that are shown, that part has yet to be finalized. I felt it was only fair to really run the building that we're moving forward with permits and have 100% certainty that's coming on in the next year. This $2.2M is just assuming this building and then the land changing from AG zoned to Industrial zoned. I don't have that. I can certainly get that for you with what has been proposed here. **BPU Board Member Bryant** asked that doesn't include the value of taxes from the retail section that'll be in the corner? **Ms. Carttar** said correct.

Action: **BPU Board Member Bryant made a motion, seconded by Commissioner Walters, to approve.** Roll call was taken and there were six "Ayes," Bryant, Walters, Johnson, Townsend, McKiernan, Bynum for Burroughs.

Chairman Burroughs rejoined the meeting.

Commissioner Bynum left the meeting.

Acting Chairman McKiernan said that item does move forward to full commission. I will turn the committee meeting back to Commissioner Burroughs. **Commissioner Burroughs** said thank you Commissioner McKiernan, thank you committee. I always believe its good public policy to be transparent when dealing with the public.

Item No. 3 – 20296…THIRD AMENDMENT TO DEVELOPMENT AGREEMENT - SCAVUZZO'S FOODIE PARK

Synopsis: The Third Amendment to KC Foodie Park Development Agreement and First Amendment to the Acknowledgement and Assumption Agreement, which modifies the Phase 1 Minimum Improvements Commencement date to on or before April 30, 2021.

Katherine Carttar, Director of Economic Development, said I am actually going to only give a very brief overview of what we're looking at today and then I'm going to turn it over to Richard Scavuzzo of Scavuzzo's and Curt Petersen to give a brief presentation. What is up for consideration tonight is a resolution adopting the third amendment of the Scavuzzo's Foodie Park. This would be extending the minimum start of construction back to April 2021. With that, just a reminder for everyone, of what we're looking at. With that, I will turn it over to Mr. Scavuzzo.

Chairman Burroughs asked, Mr. Scavuzzo, are you on? **Ms. Mayes** said it shows he's on and not muted.

Richard Scavuzzo, Scavuzzo's Foods, said we're here today to ask for an extension to the commencement of construction for Phase I. I wanted to take some time to give you guys a sense of the devoted efforts, time and money to this project, some of the successes that we have had, some of the barriers that we've encountered and I wanted to give you guys the confidence that you should have that the project is going to transform Indian Springs and it will move forward.

What we've been able to accomplish so far is entitlement and permit ready of $125M Foodie Food service center for Phase I. In the meantime, what we've been working on, is putting together a team that can make this project successful. Those team members include Primus who we've engaged with to be our general contractor. Matt Hirsh is President of Primus and Randy Jennings who has 40 years of experience in construction automation as part of that team.

ViaStore is our automation partner that we are purchasing $70M worth of cutting-edge automation and equipment from. Our finance team is new to the table beginning of the year. They are DLA & Associates. Daniel Loiacono is the owner of that firm and Walt Clements is new to that team in February. Walt is the former CEO of Dean Realty and really knows the marketplace. Our owners rep will be Eskie & Associates for Phase I and for the overarching project. Dennis Eskie and Erin Merrill run that company. They've been involved with projects such as Lenexa City Center and Prairie Fire out in Overland Park. Then the solar and renewable piece will be Ally Energy that takes the ball on that and Erlan Rice in particular. We've spent a lot of time putting together the right team to get this past the finish line. The only missing piece is what we've been working on over the last few months and that's the financing piece. We're fine-tuning this approach, this automated approach, to order fulfillment to be the state-of-the-arts fulfillment facility that will not be outdone by any other automated facility in the United States. We continue to make changes and tweaks to it with the team that works on it every week, every day of every week.

We took the philosophy approach to the marketplace about a month and half ago because one of the questions that the finance team has was if they build it, is there a customer base out there for it? The first five customers, potential customers, that we approached with a solution we were five for five. All five of them signed MOU's to use the facility and these are well established Kansas City based companies that will benefit from this. Some of them even are in Wyandotte County.

It's a first in class, but it's also a first for this type of solution in the marketplace which makes it that much harder to get across the finish line. We are right on the edge, right on the verge of getting us across the finish line. That's Phase I. Phase II, up until COVID we had worked very hard on the local restaurant scene and had serious plans move forward with several restaurants which was very encouraging.

Phase III, we had initial discussions with a hotel group that looked very promising.

Phase IV went from a single office to looking at a potential second office going on that bringing an additional 700 employees to the campus. So, those are some of the things that we have been working on over the last nine months.

The barriers that we've encountered basically all have to do with COVID. Our original finance partner was in the entertainment industry, and saw an 80% reduction in revenue when COVID hit. It took some financial losses and pulled out of the project because they just didn't have the finances to pull it off. We immediately changed course and got engaged with other finance sources. It was a pretty major setback because we were going to break ground well before our August 30 groundbreaking deadline.

Our finance team, we are engaged with the marketplace and found two other financing sources. One of the prerequisites that we had was we wanted someone engaged in the industry or

Kansas City based and if we can get both, even better. That's what the team at DLA found and who we continue to work with. We're thrilled that they're a Kansas City based partner. They are finalizing their due diligence right now. That's on Phase I.

On Phase II when COVID hit, it hit the reset button for all new restaurant sales an that's really what we were focused on was restaurant pad sites for that Phase II up along State Avenue. We are looking at a different path for that now, more focused around curbside to go and delivery. We are also looking at the possibility of a shared courtyard approach so that the restaurant pads that are there could possibly have a shared courtyard for outside eating.

Phase III, the hotel group, obviously people aren't building hotels right now, so that has fallen through, but we will refocus better yet.

Phase IV, the second office building, that possible partner decided to stay in the other state that they were in and lease some of the low rent office space that is available now. So, very tough to deal with all the changes, but the team has put together some really good plans to deal with the changing environment post-COVID. We're still very, very bullish on this project. It all starts with Phase I. Even with COVID, the Phase I project—COVID really highlights the need for an automated order fulfillment center. I think that the finance team that we're bringing on understands that our solution is even more viable today than it was pre-COVID. They are really excited about the solution that they're going to invest in.

When we had—now that we've had the restart of on the finance front, that brings the need to ask for the extension of the construction commencement deadline. Obviously, that's why we're here today. We worked with our future finance partner on coming up with the April 30 deadline. I know there's been some questions about why does it have to be April 30, why can't it be December 31 or some date before that. This was a recommendation from that finance partner. Basically, taking the weather of the wet winter out of the equation. One of the key components of this project is there is about a $30M down payment for all the automation, racking, and automation that is going into the facility. The finance partner, obviously, does not want to make a $30M investment into those down payments and then not be reassured that the development agreement is solidified. Although, we plan on breaking ground well before April 30, we need to assure them that we have until April 30 so that if weather, or any other obstacles along with winter come, we have the full eight months of buildable time so that their investment is solid and that they know that the development agreement and the TIF and all the incentives that we've worked through are there and they do not have to worry about that being pulled away from the project.

Chairman Burroughs asked any questions from the committee. **Ms. Mayes** said I do not see any hands up, Commissioner. Katherine, would you like to make any comments? **Ms. Mayes** said **Commissioner McKiernan** has his hand up, I'm sorry.

Mr. Scavuzzo asked, can I make one more comment? **Chairman Burroughs** said, yes, Mr. Scavuzzo. **Mr. Scavuzzo** said one thing that our finance partner has said was before we go to full Commission, they do plan on signing a letter of intent. We would have that in-hand and be able to divulge who they are before we go onto full Commission. **Chairman Burroughs** said I think that would be very important and beneficial. Katherine, do you have any comments that you'd like to make to the Commission again? **Ms. Carttar** said, I don't.

Commissioner McKiernan said, Mr. Scavuzzo, certainly I'd love it if it was already started, but I certainly do understand the challenges that you have already overcome and the challenges that you have yet to overcome as you work your way forward in this. At this point and time, I would be in favor of accepting the Third Amendment moving the due date on this to allow time for Mr. Scavuzzo and his team to finalize their current plans to wait out the winter through the construction season and to move forward then in the spring.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Walters, to approve.**

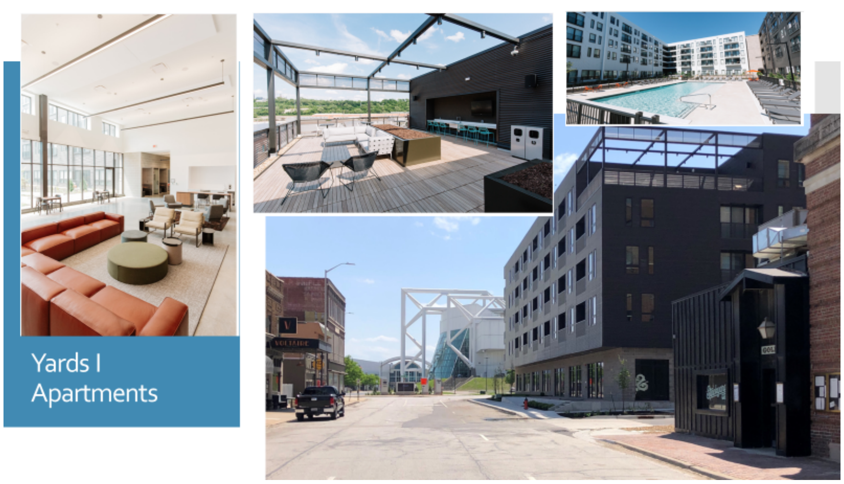
Chairman Burroughs said before we take a vote, I do need to ask, Clerk, was there any comments from the public? **Ms. Cobbins** said no comments from the public. **Chairman Burroughs** said thank you.

Roll call was taken on the motion and there were six "Ayes" Bryant, Walters, Johnson, Townsend, McKiernan, Burroughs.

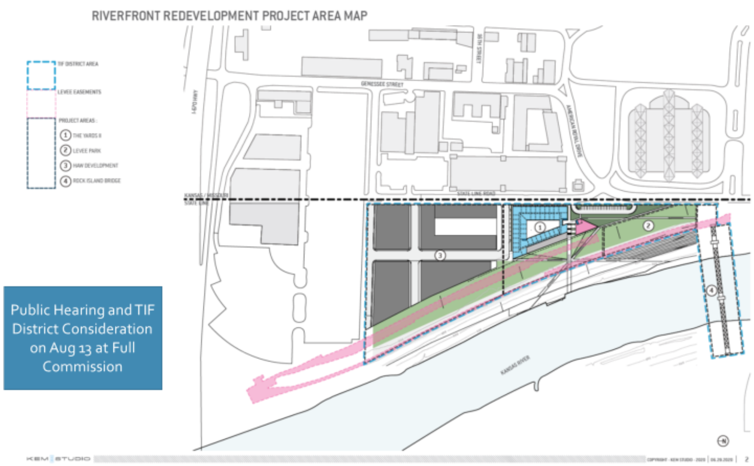
Chairman Burroughs said thank you Mr. Scavuzzo for again investing in an area in our community that is in such dire need of new development. We thank you and wish you the very best moving forward. **Mr. Scavuzzo** said thank you.

Item No. 4 – 20297…RESOLUTION: THE YARDS APARTMENTS TIF PROJECT PLAN

Synopsis: A resolution setting October 29, 2020, to conduct a public hearing to consider the Yards II Apartments Redevelopment Plan, submitted by Katherine Carttar, Director of Economic Development. This will be a first-class apartment complex located west of State Line Rd., east of the Kansas River, north of Kansas Avenue, and south of I-670.

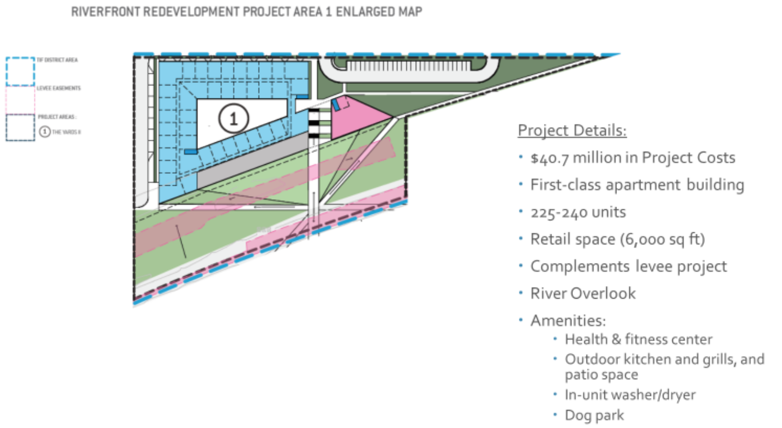


Katherine Carttar, Director of Economic Development, said this is another project that we discussed at the last Economic Development & Finance committee meeting. At that meeting, we discussed the creation of a TIF redevelopment area. Today, we are we are drilling down and really just talking about the first projects plan.

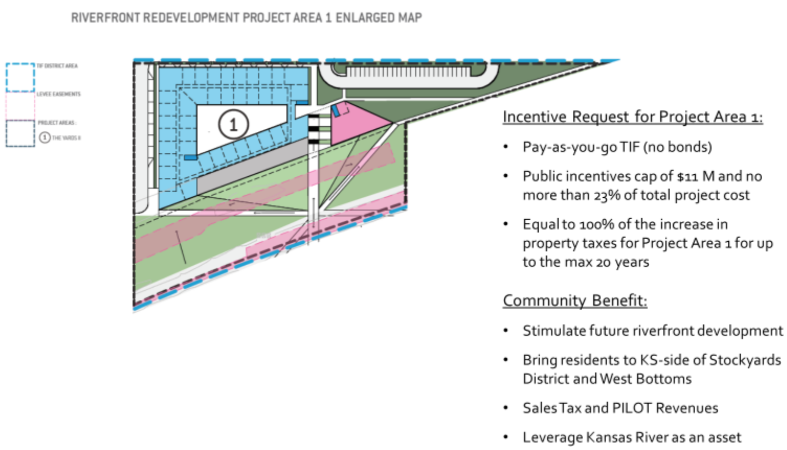


While the TIF is a larger area, you can see here, the TIF district as proposed and would be considered with a public hearing at the full commission meeting on this Thursday, August 13, that is looking at kind of setting a boundary for the entire area. While, today, we are really only talking about this Project Area 1 which is the first phase and the apartment complex called the Yards. I will just give a quick overview of what that is, but, again, this is approving just the setting of the hearing for this project plan to move forward.

As we discussed in a previous meeting, this first plan is with the developer Flaherty and Collins. They are looking to invest about $41M in project costs to build a first-class apartment building with about 225 to 240 units as well as some retail space. This really compliments what we are doing with the levee project. With that I've got a very brief overview, but with that we are putting a significant amount of investment into a trail system that goes along the levee as well as a number of different betterments, especially in this area, trailhead, some other things that—will, I think, really make this a very attractive location for residents to move to KCK, as well as, just something that we have not done in the past, which is actually having focused on our riverfront development. Part of this project is building into this a river overlook which, shockingly, we have something at Kaw Point, but it is few and far between where there is a lovely location where you can go out with the public and actually enjoy the river, so that is all part of this.



Additionally, again, first-class apartment building, first-class amenities, health & fitness center, outdoor space, in-unit washer/dryer, dog park, etc.



As the project plan, if you go through that, what you see is the incentives that are being requested in Project Area 1 are a pay-as-you-go TIF. No bonds, no debt from the Unified Government will be issued. There will be a public incentive cap of $11M at no more than 23% of the total project cost. This really does equal about 100% of the increase in property tax for the max of 20 years. The reason why I feel comfortable recommending this is because what we have seen in cities around the country, as well as here in our own metro area, is that when you simulate residential first, then that brings a lot of additional development. We feel really good about the idea of bringing residents to this location and having that simulate future riverfront development.

Additionally, we see the sales tax and the PILOT revenues adding up to a decent benefit there, as well as I was mentioning before, the first time that we're really trying to leverage the Kansas

River as a significant asset and I think this would be the first of many projects that this committee and this community will see along the river as we move forward. With that, I have Ryan Cronk from Flaherty and Collins if there are any questions for the developer. Otherwise, the resolution is to call a public hearing on October 29.

Chairman Burroughs said any questions or comments from the committee in reference to the presentation?

Ms. Mayes said Commissioner McKiernan has his hand up. **Chairman Burroughs** said thank you. I do see it. **Commissioner McKiernan** said if there are no other questions or comments from the committee, I would move that we accept this resolution for the public hearing as submitted.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Walters, to approve.**

Chairman Burroughs asked, staff, was there any comments from the public this evening. **Ms. Cobbins** said no comments submitted to the Clerk's Office.

Roll call was taken on the motion and there were six "Ayes," Bryant, Walters, Johnson, Townsend, McKiernan, Burroughs.

Item No. 5 – 20298…HOMEFIELD TERM SHEET

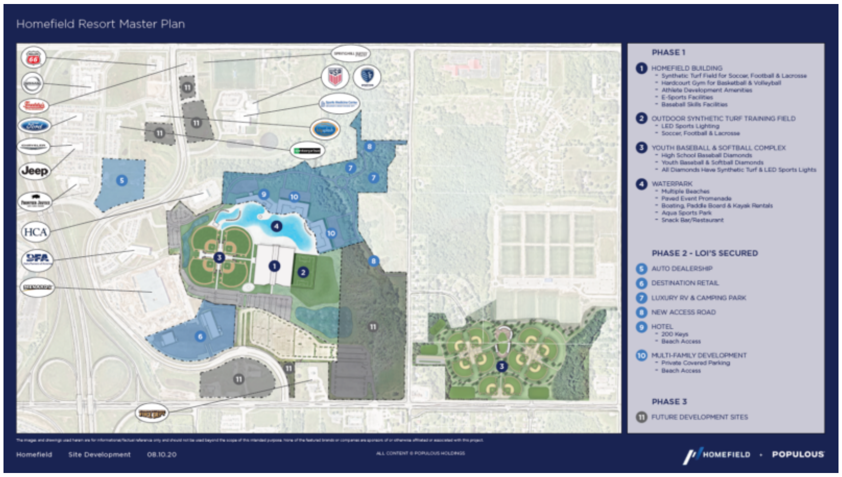
Synopsis: Homefield term sheet, submitted by Katherine Carttar, Director of Economic Development. Information forthcoming.

Item No. 5
For Information Only

A introduction to the proposed Homefield Project and STAR bonds request.

Katherine Carttar, Director of Economic Development, said first I would like to apologize. This was put on the agenda as a term sheet forthcoming. We are still working through the negotiations with the term sheets and felt that was premature to bring to this committee. We anticipate that would be coming forward at probably the next EDF, but we did think this was a great opportunity to publicly discuss the project and introduce it to a wider audience and have the developers give an intro on what we think is a really exciting project moving forward. With that I will actually turn it over to Robb Heinemann with Homefield.

Robb Heinemann, Homefield, said thank you for your time. I appreciate the committee's time this evening. I have sent some information in advance that I'm probably not going to go through in detail tonight. I sent two things specifically to you. I sent an overview on our business Homefield and I'm going to talk to you about that a bit, but I wanted you to have some more detailed information that you can kind of look at in your leisure time. You got about a 20-page presentation on who we are as a business.



I sent you a site plan on the location. As you can imagine, this site plan is something that is going to be a work in progress here for the next couple of months, but I at least wanted you to have something.

I guess to introduce myself to those that may not know me, my name is Robb Heinemann, I'm the founder of Homefield, I also am a part owner in Sporting Kansas City with the CEO of Sporting Kansas City for about 12 years through about 2016. Obviously, I've had a lot of experience working with you as a counterparty on both Children's Mercy Park and the Pinnacle/Compass Minerals Group Training Facility for US Soccer. I've really enjoyed my experience with all of you out there. I feel like those have been two very successful projects. Having said all that, I actually think this project that we're bringing forward is as, if not more exciting, than either of those two projects.

The site of the project as mentioned is the former Schlitterbahn. We've been fortunate enough to work with the Henry family and have all of the remaining ground that the Henry Family owns in Wyandotte County under contract, which is approximately 230 acres. You can see it here on the site which comprises, you know what I call the former kind of Schlitterbahn Island, but also has a number of pad sites throughout the district. Then you know, some of the out parcels adjacent to Menard's and then, obviously, the frontage on State Avenue. We're excited about this. This is property that we believe is really well located. Obviously, it's in an existing district. It's in a number of existing project areas, so it's a big piece of property to bite off, but we feel pretty good about the opportunity here.

Really, what Homefield is which will be to anchor and kind of the catalyst for this entire project, it's an amateur sports, entertainment, and performance venue. Really, what it is in response to the amateur youth sports industry, which again, I'm going to give you kind of pre-

COVID statistics, but I think these are statistics that will hold up and maybe actually even have more upside in a COVID world. The youth sports industry today is about a $20B industry. It's larger than the NFL. It's the fastest growing sports segment in the United States, faster than any of the pro sports league themselves. It's project to be a $75B industry by 2026, largely around kind of sports tourism.

The amazing thing for those of you that I'm sure have kids in youth sports, it's largely done in very substandard facilities. Mom and Pop facilities really all over the country that don't necessarily provide a great environment for the kids themselves, and certainly don't provide a great environment for the guests like mom and dad. You now those of us that have dropped the kid off at soccer, baseball, volleyball, or whatever it might be, and you sit in your car for an hour and half on your phone waiting for practice to end. Really, we think that's a paradigm that needs to change and can change as amateur sports become a bigger, bigger part of really all of our lives as parents, as kids.

So, basically what we're doing is taking cues from Top Golf. If those of you that are familiar with Top Golf and that franchise, basically, what they've done over the course of the last 15 years is they took a $10 bucket of balls, moved that bucket of balls into a beautiful facility with great data captured, great technology, great audio/visual and really high-end entertainment and food and beverage experience and have turned that into a multi-billion dollar franchise. We think Homefield can do that very same thing in the youth sports space.

One of things that I think we were very successful with at Sporting Kansas City both in the past and in the current time is setting a guest experience. Really focusing on the fan experience, thinking through all the different journeys, all the different constituents, and how we can design those in such a way that it increases the experience and becomes sticky and turn something that may not have always been a really attractive thing into a very attractive thing. I think you could talk to people that have been out to Children's Mercy Park. A lot of them say the experience, it feels different, it's quality, and it's something that they continue to come back and back for as I think those of you that have gone out there know.

That's really what we're trying to do in this youth sports phase and we're going to focus on kind of three distinct verticals inside of youth sports and really creating kind of that high-end athlete experience and that's player development. That's all the stuff that you would think about. It's coaching, it's technical, it's tactical, it's providing speed, strength and agility, all different sorts of services that allow a player to get better. We also are going to focus on health and wellness, so this won't just be about a kid coming in training. It will also be about them getting their nutrition services, their speed, strength, and agility services, their medical services whether that's physical therapy, recovery, whatever that might be. Then again, focusing on a really high-end entertainment experience both for the kids, but also for the parents as well. So, if your mom or dad and you're out there on a Friday night, you've got the opportunity, if you'd like, you can grab a workout, get a great glass of wine, you can get something good to eat. We're building the space as such that we focus on the spectators as well. In a lot of these facilities you go to, you're standing behind a net, you can't really see what's going on, there's posts in the way. What we're going to do is try to take kind of that whole pro experience and really bring it to amateur sports. That's the athlete experience that I think we're trying to project and the vision that we're trying to project is that we're going to give every athlete the opportunity to be the best that they can be. This won't just be premier athletes, so this isn't just kids that have college and pro aspirations. This is a kid that just wants to have the opportunity to be the best that they can be.

That's the building that we're going to be anchoring kind of this entire development. If you look at the site plan, that's kind of building 1 on here. We anticipate that building will be about 150,000 sq. ft. floor play. It will have both hardcourt for volleyball and basketball. It will have turf for lacrosse, 7b7 football and soccer, it will have all those other amenities that I mentioned around speed, strength, and agility, fitness, performance, medical services. We also will have Esports in this venue as well, both from a competitive standpoint, but also training as well. It's amazing thing for this Esports phase is blowing up such that it's not just about kids playing video games, it's about them training, getting better, getting college scholarships out of it, so we feel like that will be a nice component to what we're doing out here as well.

We've constructed a really high quality team around this. Obviously, my background, I've got about 20 years now involved in pro sports, both obviously Sporting Kansas City and then I also own a team in the G League in the NBA so I have a lot of relationships in the basketball space as well. We brought in a gentleman by the name of Paul Rivers to be the president. He's got 20-years' experience in the NBA working for a number of different teams, both on the outside, but on the player development side as well.

We've started hiring a lot of very high-end resources from across the country to come into Kansas City that will operate a lot of our training and coaching services for these kids. We're very excited about what we're doing here.

In addition to kind of the indoor spaces, there's outdoor spaces that we're going to create here that will be a little bit different and I'm going to take a quick little tangent here. Homefield for us is something that we believe that we can go do across the country. I can tell you today that we're working on deals in Chicago, Milwaukee, Indianapolis, Baltimore, DC, St. Petersburg, Nashville, Dallas, Austin, so this something that we feel we can go do across the country, but we feel like this location right here has the opportunity to be our flagship, kind of be or center piece. Obviously, Kansas City is near and dear to my heart and so we feel like we can do something distinctly different here that will encompass not only this daily kind of amateur athlete, but also camps and tournaments that we can attract to the area from all over the place and leverage the fact that the Village West and the Village East developments are both highly additive to that tourist experience.

In this site specifically, in addition to the interior spaces, we're going to do exterior as well. Our composition here is that we believe we'll do some number of baseball fields. I think at a minimum we'll do eight. At a maximum we could do up to 16. These fields will be highly, highly concentrated on environments for tournaments for high-end scouting and for kids of all ages. We'll have some fields that will be large fields for the high school kids and college kids. We'll also have small size fields for the little leaguers where we believe we can bring in lots of high-end tournaments around that lower age group and allow a 10-year old to hit a home run over a 200 ft. fence. That's another piece that we're bringing to this. We're also going to do some outdoor spaces on the turf side. We for sure will have one full size fields that we'll use likely for high school football, soccer, lacrosse, anything else on kind of a turf space that we can utilize. We also think we'll have a very symbiotic relationship with the Wyandotte Sporting Fields and Sporting Kansas City on utilizing those outdoor fields just across the road from us for camps. We should bring more volume to them just on a year-round basis, so we're excited about kind of all those outdoor spaces.

One of the other things that we're going to do here because the site is really good for this, it's conducive for this. We're going to do a bunch of outdoor amenities, outdoor sports, whether that's water sports—our intention is that we're going to build in the neighborhood of a six to eight acre water amenity as part of this site that would allow us to host paddle board, dragging boat surfing, all different sorts of water sports and then utilizing the contour and terrain of the trees. Our guess is that we'll have sports like mountain biking, rope courses. We are talking about carting as well. Our intention is overtime that we've kind of have a full portfolio of both outdoor and water sports that would complement what we're doing on kind of the indoor and what I call sort of traditional sports space. That's kind of I guess the catalyst anchor amenity here, is Homefield in everything that we're doing.

The thing that we're really excited about and I should tell you we've been working on this project now for about a year and a half. We've had a lot of great support from the staff there at the UG and from the state as well. We're anxious to bring this forward because we are literally at a point that we're knocking out letters of intent on a daily/weekly basis to bring destination retailers, additional tenants at the auto plaza, hotels, multi-family grocery, food and beverage. Our expectation is that we have probably the ability to deliver almost $200M dollars of development here in the first two to three years of the project. We are excited about that. We think kind of a mixed-use aspect of what we're doing here is going to make this a really, really vibrant site. Candidly, we feel like we've got the opportunity here over time to really create maybe what I'd call kind of the first amateur sports resort in the United States. I just think with the amount of ground that we have here, a revenue potential that we're starting to create around a lot of these partners that were bringing to the site, and the central location of the site in this region as a draw for amateur sports, we think that this place has a ton of potential.

I will tell you that it's a site that's been difficult for us to get under control. The Henry family has been patient with us on moving this forward, but we're at the point where we need to get going. We do have Letters of Intent, as I mentioned, on a number of different of aspects to this. I think we're down to probably a couple of fine points with both city and state on getting a term sheet completed. I can't tell you enough that I believe time is of the essence here. This is something that we have kind of financing arranged for. We got these LOI's in place, but we got to get going because I do think it's something that, you know time kills deals, and we're a little bit on the edge of that being the case.

Appreciate having the opportunity to speak to you tonight. Really looking forward to when we're formally in front of you for a vote around what we're up to. I'm happy to answer any questions that you might have about the project.

Chairman Burroughs said thank you Mr. Heinemann. Committee, any questions? Katherine, I have a question. I stated we have five action items tonight, but I don't see any information other than the presentation. What action item are you asking us to take tonight? **Ms. Carttar** said this is just for information only. **Chairman Burroughs** said thank you for that clarification. Any questions, comments committee? Seeing none, Mr. Heinemann, I just want to say thank you for investing again into Wyandotte County and your kind comments in reference to staff and state and local government participation in your development. You have built first-class amenities in our community and I anticipate this too will be a first-class amenity. We look forward to seeing that amateur sports boom in our community and wish you nothing but the best and I look forward to seeing the terms of the agreement to see what other items you care to put forth in this development plan. **Mr. Heinemann** said thank you very much. Thanks for those kind words and I appreciate your time tonight and look forward to the next steps.

Chairman Burroughs said, committee, no other comments with no further action needed, I do want to remind the committee that when we adjourn, we do have a 7:00 meeting dealing with the CARES Act funding. Please don't wonder off too far. With that, Katherine, thank you for your yeoman's work this evening. You've been wonderful in giving us our news and very articulate, I appreciate that. Committee we are adjourned.

Public Agenda:
No items

Adjourn
Chairman Burroughs adjourned the meeting at 6:35 p.m.
tk

Staff Request for Commission Action

Tracking No. 20455

Full Commission Meeting Date: NA
Committee: Economic Development & Finance

Date of Standing Committee Action: 11/2/20 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
10/16/2020	Rick Mikesic, Andrea Parra	x8046, x8226	rmikesic@wycokck.org, aparra@wycokck.org	Treasurer

Item Description: Third Quarter 2020 Cash and Investment Report
Action Requested: For information only
Budget Impact: (if applicable) Amount: Source: Included In Budget: Other (explain):
Attachments List: 2020 Q3 Invstmt Report Presentation, 2020 Q3 Invstmt Report Presentation

Unified Government of WyCo/KCK
Quarterly Investment Report
Third Quarter 2020
July 1, 2020 – September 30, 2020

Presented by:

Richard Mikesic, County Treasurer

Andrea Parra, Deputy Treasurer

Key Metrics

- Avg Yield – .97
- DTM – 112 days, down from 126 in Q2-2020

Portfolio Components

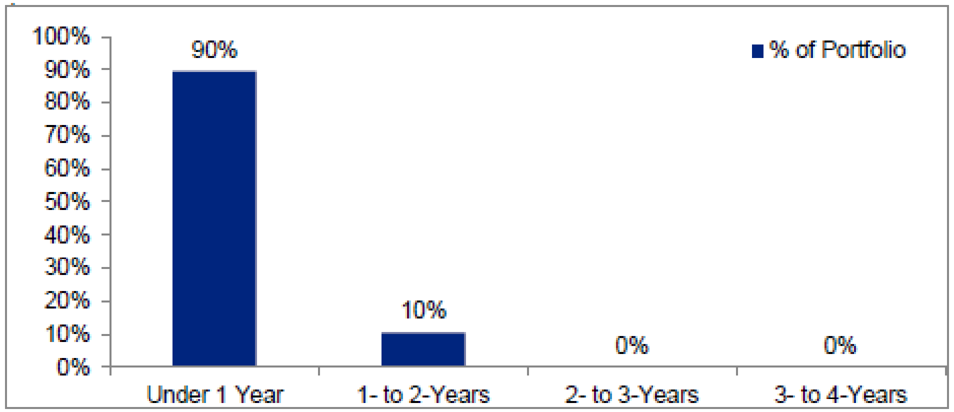
- Cash – 68%
- Invested – 32%

Investment Summary - Aggregate Portfolio By Type of Investment

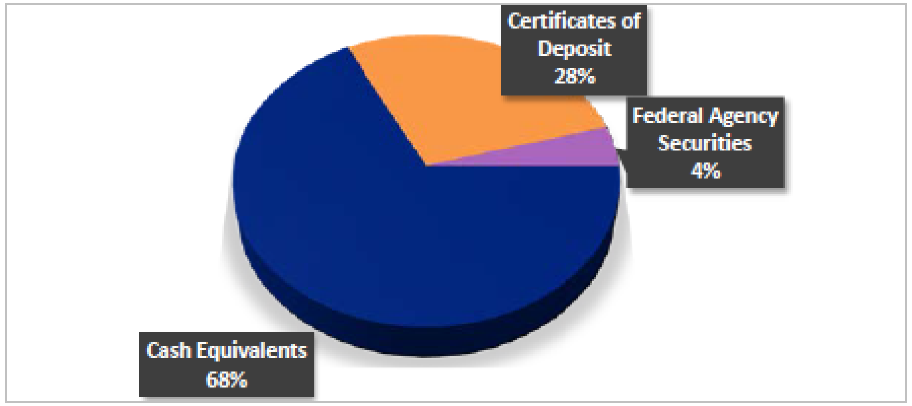
Security Type	Original Cost	Market Value[1]	Amortized Cost[2]	% of Portfolio	% Permitted by Policy	In Compliance	Weighted Days to Maturity[3]	Weighted Average Yield[3]
Property Tax Held for Entities[4]	($15,461)	($15,461)	($15,461)	na	see note 4	✓	1	0.25%
Cash Equivalents	$155,481,461	$155,481,461	$155,481,461	68%	100%	✓	1	0.25%
Total Liquidity	$155,481,461	$155,481,461	$155,481,461	68%			1	0.25%
Certificates of Deposit	$64,000,000	$64,000,000	$64,000,000	28%	100%	✓	348	2.47%
Federal Agency Securities	$9,950,906	$10,258,668	$9,977,173	4%	50%	✓	330	2.70%
Total Securities	$73,950,906	$74,258,668	$73,977,173	32%			678	5.16%
Total Portfolio	$229,432,367	$229,740,129	$229,458,634	100%			112	0.97%

1. Market values provided by UMB Bank, Third-Party Safekeeping Custodial Agent. Recorded at time of settlement to reflect holding investments to maturity.
2. Amortized cost is the original cost of the principal of the security adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report.
3. Averages shown are weighted averages calculated based on original cost. Average maturity is shown as days.
4. Property Tax collections temporarily held by the County on behalf of other governmental entities is not a part of the Unified Government's cash and investment value. The cash being held in trust is presented here for informational purposes.

Maturity Distribution



Sector Distribution



Key Metrics

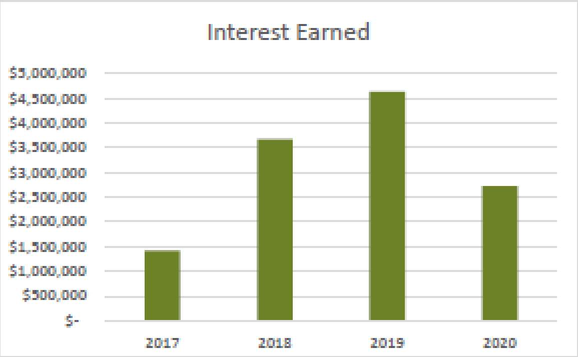
- Avg Yield – .97%, down from 1.05 in Q2-2020
- Above our target T-Bill benchmark of .12%

Issuer Compliance

- Limits within single agency/institution has remained in compliance with the policy requirements for Q1, Q2 & Q3 2020

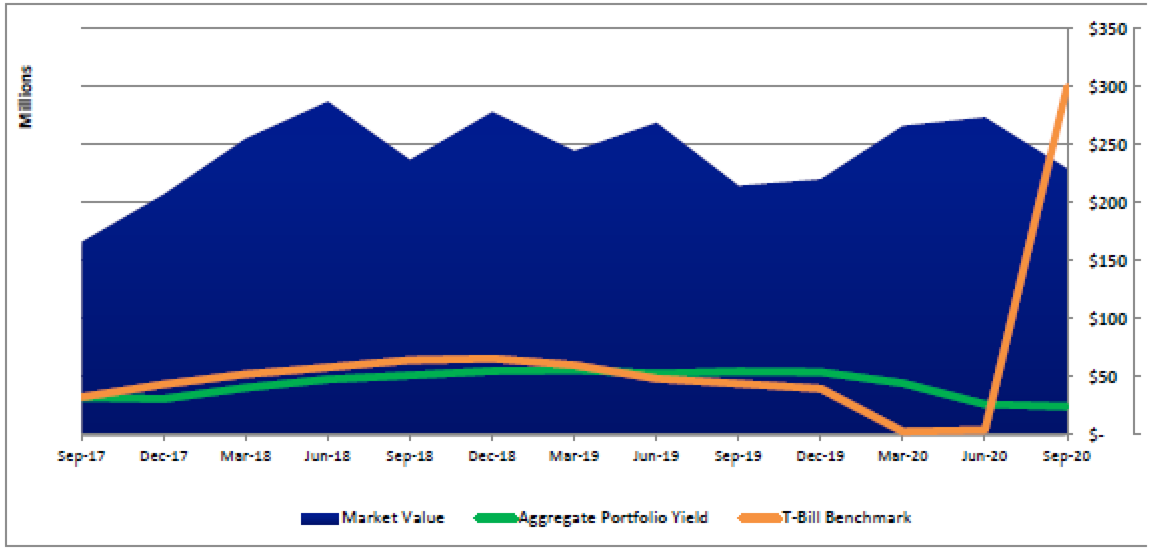
Compliance

	Yes	No
Liquidity	✓	
Permitted types of investments	✓	
Limits within investment categories	✓	
Limits within single agency/institution	✓	
Limits relating to maturity	✓	
The investment report herein shown along with ongoing income provides sufficient liquidity to meet estimated expenditures for next 6 months	✓	



Historic Portfolio Size

Aggregate Yield vs. US T-Bill Benchmark



Kathleen VonAchen

September 30, 2020

Kathleen VonAchen
Chief Financial Officer

Date

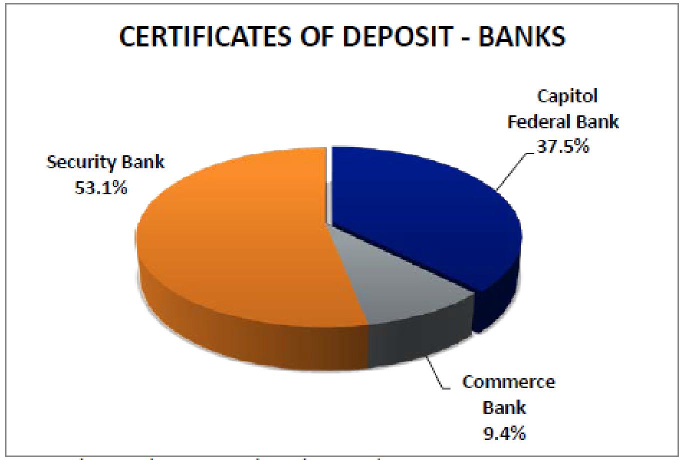
Issuer Detail - Aggregate Portfolio by Issuer

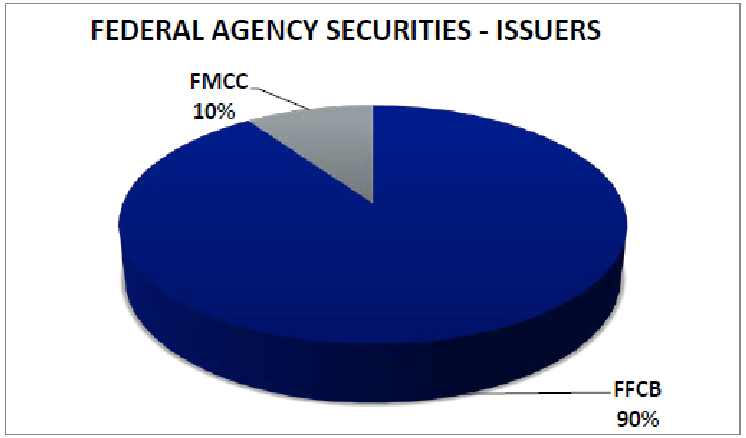
Issuer	Original Cost	Market Value[1]	% of Portfolio[3]	% Permitted by Issuer	In Compliance[3]	Weighted Average Maturity Days[2]	Weighted Average Yield[2]
Property Tax Held for Entities[3]	**(15,461)**	**(15,461)**	**na**	**See note 3**	✓	**1**	**0.25%**
UMB, Wyandotte Operating	152,350,461	152,350,461	66%	25%	✓	1	0.24%
UMB, Wyandotte Health	3,131,000	3,131,000	1%	25%	✓	0	0.01%
Cash Equivalents	**155,481,461**	**155,481,461**	**68%**		✓	**1**	**0.25%**
Capitol Federal Bank	24,000,000	24,000,000	10%	25%	✓	116	0.93%
Commerce Bank	6,000,000	6,000,000	3%	25%	✓	34	0.19%
Security Bank of KC	34,000,000	34,000,000	15%	25%	✓	167	1.31%
Certificates of Deposit	**64,000,000**	**64,000,000**	**28%**		✓	**348**	**2.47%**
FFCB	8,951,940	9,265,500	4%	*50% of total portfolio*	✓	298	2.60%
FMCC	998,966	993,168	0.4%		✓	32	0.10%
Federal Agency Securities	**9,950,906**	**10,258,668**	**4%**		✓	**330**	**2.70%**
Grand Total	**229,432,367**	**229,740,129**	**100%**			**112**	**0.97%**

1. Market values provided by UMB Bank, Third-Party Safekeeping Custodial Agent.

2. Averages shown are weighted averages calculated based on original cost for the respective investment categories. Average maturity is shown as days.

3. Property Tax collections temporarily held by the County on behalf of other governmental entities is not a part of the Unified Government's cash and investment value for investment reporting purposes. The cash being held in trust is presented here for informational purposes.





Types of securities in our investment portfolio?

Of the $229 M total, $64 M or 28% - CDs fully collateralized per investment policy and State Statute.

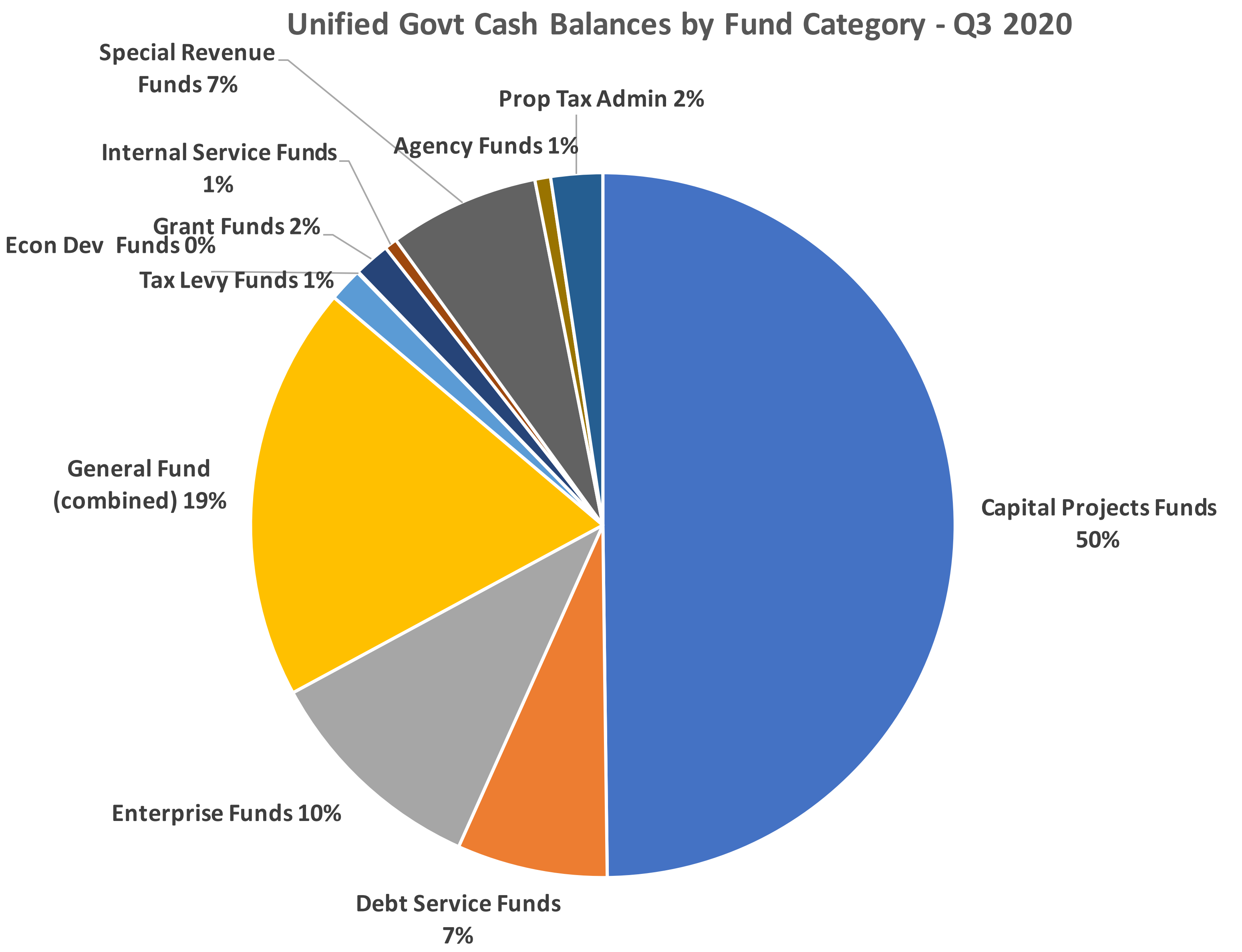
Of the $229 M total, $9.9 M or 4% - US Agencies Securities backed by the full faith and credit of the US Federal Government.

What transactions occurred in Q3 2020?

Quarterly Transactions Detail - Aggregate Portfolio						
Settlement Date	CUSIP	Issuer	Coupon	Maturity Date	Par	Original Cost
Thru Q3	NA	UMB, Wyandotte Operating	0.250%	10/1/2020	(17,613,546)	(17,613,546)
Thru Q3	NA	UMB, Wyandotte Health Reserve	0.250%	10/1/2020	(405,000)	(405,000)
Cash Equivalents					**(18,018,546)**	**(18,018,546)**
Purchases						
2/16/2018	1150009568	Security Bank of KC	2.200%	8/17/2020	(5,000,000)	(5,000,000)
8/18/2017	6600543	Commerce Bank	1.500%	8/17/2020	(2,000,000)	(2,000,000)
9/13/2016	70146623	Capitol Federal Bank	1.330%	9/11/2020	(1,000,000)	(1,000,000)
9/16/2016	70147530	Capitol Federal Bank	1.330%	9/16/2020	(1,000,000)	(1,000,000)
9/21/2016	70148178	Capitol Federal Bank	1.330%	9/21/2020	(1,000,000)	(1,000,000)
9/23/2016	70148246	Capitol Federal Bank	1.330%	9/23/2020	(1,000,000)	(1,000,000)
9/28/2016	70148363	Capitol Federal Bank	1.300%	9/28/2020	(1,000,000)	(1,000,000)
3/26/2018	66000543	Commerce Bank	2.380%	9/28/2020	(5,000,000)	(5,000,000)
9/17/2018	313370US5	FHLB	2.810%	9/11/2020	(8,975,000)	(8,986,129)
Calls/Maturities					**(25,975,000)**	**(25,986,129)**
Total					**(43,993,546)**	**(44,004,675)**

UG Fund Category Cash Balances

- Of the total cash balances:
  - 50% is restricted by bond documents and/or appropriated for Capital Projects
  - 19% is General Fund (combined) reserves to meet operating liquidity needs and contingencies for emergencies and/or budgetary and economic uncertainty
  - 10% is for operations and capital projects of the Enterprise Funds
  - 14% is restricted by State statute for their specific function of the Special Revenue, Grant, Tax Levy and Internal
  - 7% for semi-annual Debt Service payments



Unified Government of WyCo/KCK
Quarterly Investment Report
Third Quarter 2020
July 1, 2020 – September 30, 2020

Presented by:

Richard Mikesic, County Treasurer

Andrea Parra, Deputy Treasurer

Key Metrics

- Avg Yield – .97
- DTM – 112 days, down from 126 in Q2-2020

Portfolio Components

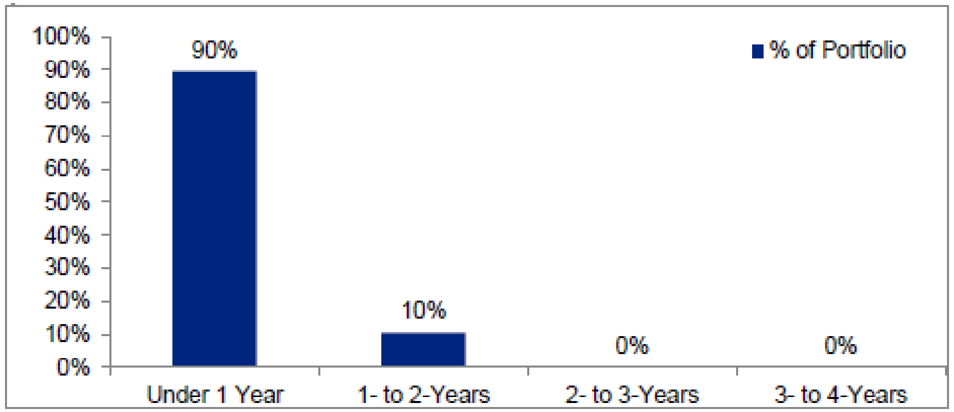
- Cash – 68%
- Invested – 32%

Investment Summary - Aggregate Portfolio By Type of Investment

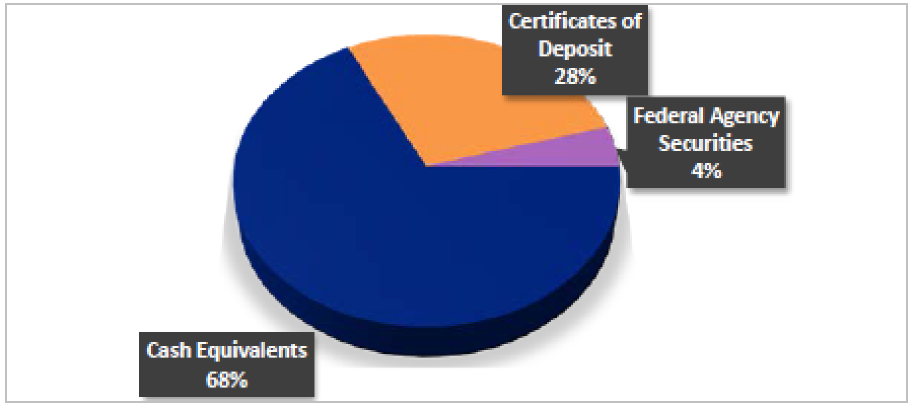
Security Type	Original Cost	Market Value[1]	Amortized Cost[2]	% of Portfolio	% Permitted by Policy	In Compliance	Weighted Days to Maturity[3]	Weighted Average Yield[3]
Property Tax Held for Entities[4]	($15,461)	($15,461)	($15,461)	na	see note 4	✓	1	0.25%
Cash Equivalents	$155,481,461	$155,481,461	$155,481,461	68%	100%	✓	1	0.25%
Total Liquidity	$155,481,461	$155,481,461	$155,481,461	68%			1	0.25%
Certificates of Deposit	$64,000,000	$64,000,000	$64,000,000	28%	100%	✓	348	2.47%
Federal Agency Securities	$9,950,906	$10,258,668	$9,977,173	4%	50%	✓	330	2.70%
Total Securities	$73,950,906	$74,258,668	$73,977,173	32%			678	5.16%
Total Portfolio	$229,432,367	$229,740,129	$229,458,634	100%			112	0.97%

1. Market values provided by UMB Bank, Third-Party Safekeeping Custodial Agent. Recorded at time of settlement to reflect holding investments to maturity.
2. Amortized cost is the original cost of the principal of the security adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report.
3. Averages shown are weighted averages calculated based on original cost. Average maturity is shown as days.
4. Property Tax collections temporarily held by the County on behalf of other governmental entities is not a part of the Unified Government's cash and investment value. The cash being held in trust is presented here for informational purposes.

Maturity Distribution



Sector Distribution



Key Metrics

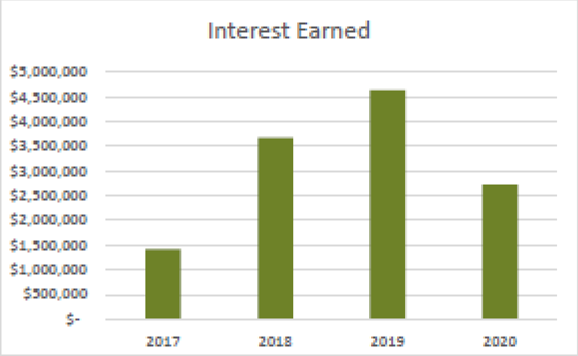
- Avg Yield – .97%, down from 1.05 in Q2-2020
- Above our target T-Bill benchmark of .12%

Issuer Compliance

- Limits within single agency/institution has remained in compliance with the policy requirements for Q1, Q2 & Q3 2020

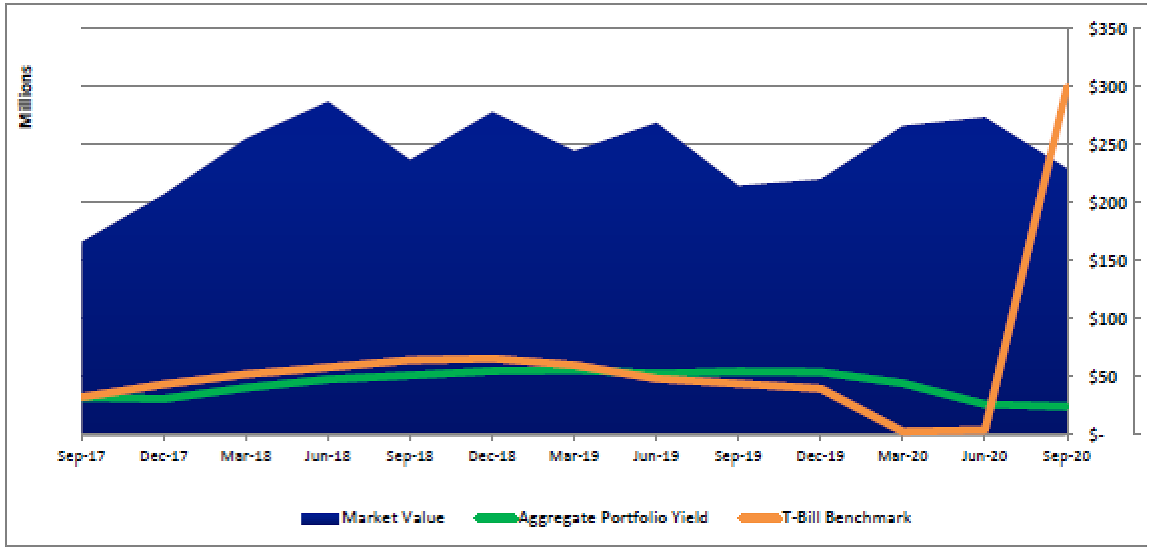
Compliance

	Yes	No
Liquidity	✓	
Permitted types of investments	✓	
Limits within investment categories	✓	
Limits within single agency/institution	✓	
Limits relating to maturity	✓	
The investment report herein shown along with ongoing income provides sufficient liquidity to meet estimated expenditures for next 6 months	✓	



Historic Portfolio Size

Aggregate Yield vs. US T-Bill Benchmark



Kathleen VonAchen

September 30, 2020

Kathleen VonAchen
Chief Financial Officer

Date

Issuer Detail - Aggregate Portfolio by Issuer

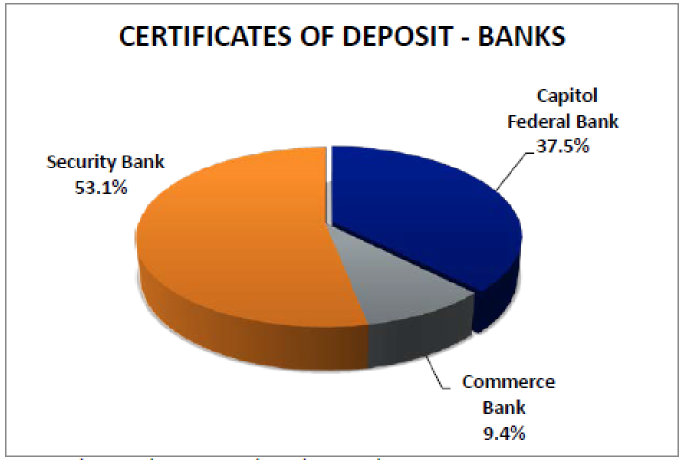
Issuer	Original Cost	Market Value[1]	% of Portfolio[3]	% Permitted by Issuer	In Compliance[3]	Weighted Average Maturity Days[2]	Weighted Average Yield[2]
Property Tax Held for Entities[3]	(15,461)	(15,461)	na	See note 3	✓	1	0.25%
UMB, Wyandotte Operating	152,350,461	152,350,461	66%	25%	✓	1	0.24%
UMB, Wyandotte Health	3,131,000	3,131,000	1%	25%	✓	0	0.01%
Cash Equivalents	**155,481,461**	**155,481,461**	**68%**		✓	**1**	**0.25%**
Capitol Federal Bank	24,000,000	24,000,000	10%	25%	✓	116	0.93%
Commerce Bank	6,000,000	6,000,000	3%	25%	✓	34	0.19%
Security Bank of KC	34,000,000	34,000,000	15%	25%	✓	167	1.31%
Certificates of Deposit	**64,000,000**	**64,000,000**	**28%**		✓	**348**	**2.47%**
FFCB	8,951,940	9,265,500	4%	*50% of total*	✓	298	2.60%
FMCC	998,966	993,168	0.4%	*portfolio*	✓	32	0.10%
Federal Agency Securities	**9,950,906**	**10,258,668**	**4%**		✓	**330**	**2.70%**
Grand Total	**229,432,367**	**229,740,129**	**100%**			**112**	**0.97%**

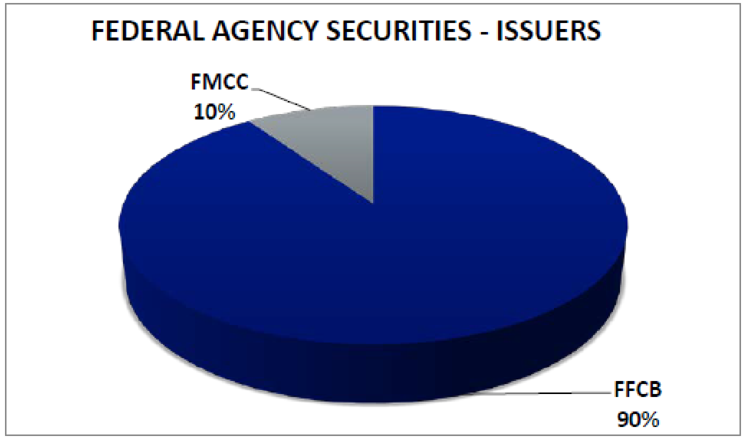
1. Market values provided by UMB Bank, Third-Party Safekeeping Custodial Agent.
2. Averages shown are weighted averages calculated based on original cost for the respective investment categories. Average maturity is shown as days.
3. Property Tax collections temporarily held by the County on behalf of other governmental entities is not a part of the Unified Government's cash and investment value for investment reporting purposes. The cash being held in trust is presented here for informational purposes.

Types of securities in our investment portfolio?

Of the $229 M total, $64 M or 28% - CDs fully collateralized per investment policy and State Statute.

Of the $229 M total, $9.9 M or 4% - US Agencies Securities backed by the full faith and credit of the US Federal Government.





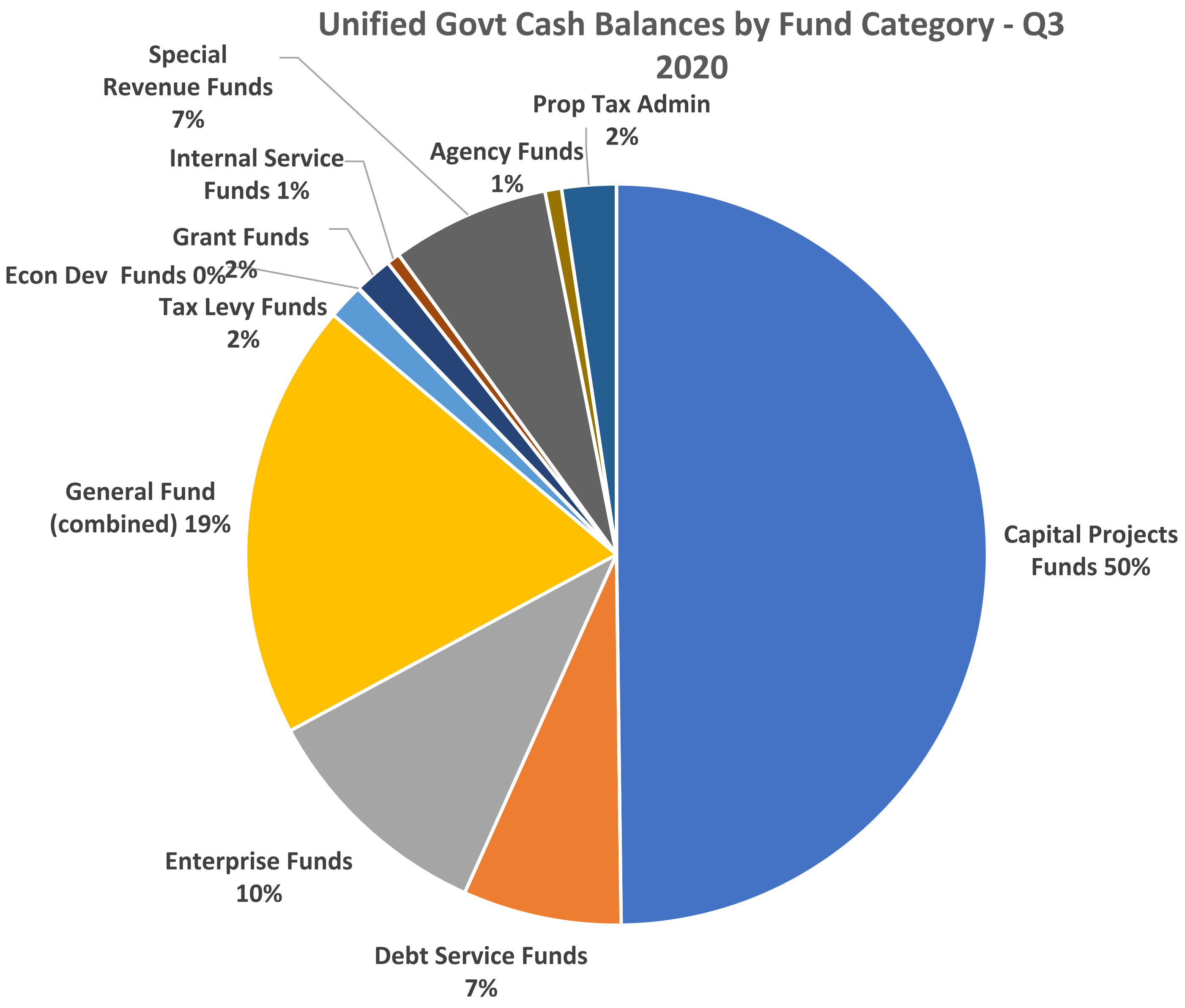
What transactions occurred in Q3 2020?

Quarterly Transactions Detail - Aggregate Portfolio

Settlement Date	CUSIP	Issuer	Coupon	Maturity Date	Par	Original Cost
Thru Q3	NA	UMB, Wyandotte Operating	0.250%	10/1/2020	(17,613,546)	(17,613,546)
Thru Q3	NA	UMB, Wyandotte Health Reserve	0.250%	10/1/2020	(405,000)	(405,000)
Cash Equivalents					**(18,018,546)**	**(18,018,546)**
Purchases						
2/16/2018	1150009568	Security Bank of KC	2.200%	8/17/2020	(5,000,000)	(5,000,000)
8/18/2017	6600543	Commerce Bank	1.500%	8/17/2020	(2,000,000)	(2,000,000)
9/13/2016	70146623	Capitol Federal Bank	1.330%	9/11/2020	(1,000,000)	(1,000,000)
9/16/2016	70147530	Capitol Federal Bank	1.330%	9/16/2020	(1,000,000)	(1,000,000)
9/21/2016	70148178	Capitol Federal Bank	1.330%	9/21/2020	(1,000,000)	(1,000,000)
9/23/2016	70148246	Capitol Federal Bank	1.330%	9/23/2020	(1,000,000)	(1,000,000)
9/28/2016	70148363	Capitol Federal Bank	1.300%	9/28/2020	(1,000,000)	(1,000,000)
3/26/2018	66000543	Commerce Bank	2.380%	9/28/2020	(5,000,000)	(5,000,000)
9/17/2018	313370US5	FHLB	2.810%	9/11/2020	(8,975,000)	(8,986,129)
Calls/Maturities					**(25,975,000)**	**(25,986,129)**
Total					**(43,993,546)**	**(44,004,675)**

UG Fund Category Cash Balances

- Of the total cash balances:
  - 50% is restricted by bond documents and/or appropriated for Capital Projects
  - 19% is General Fund (combined) reserves to meet operating liquidity needs and contingencies for emergencies and/or budgetary and economic uncertainty
  - 10% is for operations and capital projects of the Enterprise Funds
  - 14% is restricted by State statute for their specific function of the Special Revenue, Grant, Tax Levy and Internal
  - 7% for semi-annual Debt Service payments



Staff Request for Commission Action

Tracking No. 20458

Full Commission Meeting Date: 11/19/20
Committee: Economic Development & Finance

Date of Standing Committee Action: 11/2/20 (If none, please explain):

Publication Required: Yes 11/26/2020

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
10/19/2020	Katherine Carttar	x5176	kcarttar@wycokck.org	Economic Development

Item Description: An ordinance terminating the Westfield Shopping Center Community Improvement District and repealing ordinance No O-19-20 and Resolution No. R-35-20.
Action Requested: Approval and move to Full Commission
Budget Impact: (if applicable) Amount: Source: Included In Budget: Other (explain):
Attachments List: Ordinance Terminating CID (UG Westfield Shopping Center)

(Published in *The Wyandotte Echo* on __________ __, 2020)

ORDINANCE NO. O-___-20

AN ORDINANCE OF THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TERMINATING THE WESTFIELD SHOPPING CENTER COMMUNITY IMPROVEMENT DISTRICT AND REPEALING ORDINANCE NO. O-19-20 AND RESOLUTION NO. R-25-20.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") created the Westfield Shopping Center Community Improvement District (the "CID") pursuant to Ordinance No. O-19-20 passed by the governing body of the Unified Government on April 16, 2020; and

WHEREAS, also on April 16, 2020, the governing body adopted Resolution No. R-25-20 authorizing the Unified Government and WBB, LLC, a Kansas limited liability company (the "Developer") to enter into a Development Agreement for implementation of the Westfield Shopping Center Community Improvement District (the "Development Agreement"), setting forth certain provisions relating to the CID and related project; and

WHEREAS, the Development Agreement has not yet been executed by the Developer and the Developer has not yet acquired property within the CID as previously contemplated; and

WHEREAS, the Unified Government now desires to terminate the CID and repeal its prior approval of the Development Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF HAYS, KANSAS:

Section 1. The governing body of the Unified Government hereby terminates the CID and repeals Ordinance No. O-19-20 and Resolution No. R-25-20. Unified Government officials are hereby directed to take such action and give notice to the Kansas Department of Revenue in connection with the termination of the CID sales tax.

Section 2 The Mayor, County Manager, Unified Government Clerk and other officials and employees of the Unified Government are hereby authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

Section 3. This Ordinance shall take effect and be in force from and after its passage by the governing body and its publication (or a summary thereof) once in the official Unified Government newspaper.

[Balance of page intentionally left blank]

PASSED by the governing body of the Unified Government and **SIGNED** by the Mayor/CEO on ______________ ___, 2020.

____
Mayor/CEO

(SEAL)

____
Unified Government Clerk

Staff Request for Commission Action

Tracking No. 20459

Full Commission Meeting Date: NA
Committee: Economic Development & Finance

Date of Standing Committee Action: 11/2/20 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
10/19/2020	Katherine Carttar	x5176	kcarttar@wycokck.org	Economic Development

Item Description:
Rock Island Bridge Feasibility Study Presentation by consulting firm, HR & A.

Action Requested:
For information only

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
2020.08.20 KCK RIB Executive Summary DRAFT

HR&A Analyze. Advise. Act.

MEMORANDUM

To:	Katherine Carttar, WYCOKCK
From:	HR&A Advisors, Inc.
Date:	August 20, 2020
Re:	Executive Summary: Findings of the Review of Planning and Investment and Fiscal Impact Assessment for the Rock Island Bridge Feasibility Study DRAFT

On behalf of the Unified Government of Wyandotte County and Kansas City, Kansas (the "UG"), HR&A Advisors, Inc. ("HR&A") is studying the feasibility of the proposed Rock Island Bridge project (the "Project" or the "Bridge"), a Flying Truss, LLC (the "Developer") initiated plan to create an innovative public crossing and destination on an existing landmark bridge currently owned by Kansas City, Missouri. The Project is envisioned as a public-private partnership that will benefit both parties and the greater Kansas City region. The Developer envisions the Project as a regionally distinctive destination, activated by food and beverage offerings and other programming, which will generate return to the Developer. From the public perspective, the Project is intended to generate economic and fiscal benefit, connect the regional trail network, continue driving real estate development in the West Bottoms, enhance the regional brand, increase tourism, create, attract, and retain businesses and employees, and (potentially) pay rent to the UG.

The purpose of HR&A's work is to:

- Evaluate the feasibility of the Rock Island Bridge project based on planning, construction, and investment documents; and
- Estimate the fiscal return to the UG of the stabilized Rock Island Bridge project.

Based on documents reviewed and conversations had to date, we make four major recommendations:

1. **Develop a Statement of Project Goals for a P3.** Effective P3s require a clear statement of why an otherwise complicated project execution methodology is being chosen. These statements generally assert shared, or at least overlapping goals, and acknowledge funding gaps that can only be filled via partnership. If the UG moves forward with a partnership with the Developer, it should collaborate in preparation of such a statement, which may take the form of a Memorandum of Understanding or term sheet. We believe that both parties share a goal of creating an activated destination that attracts residents and tourists, connects the regional trail system, and is revenue accretive to both the UG and the Developer. The parties should review the design to ensure it advances these goals and record that finding in the statement of project goals. In addition, the statement should describe consensus around vetted estimates of:
    a. Public and private benefit
    b. Capital and operating costs
    c. Allocation of capital and operating costs commensurate with benefit to the partners.

2. **Define and Fill Data Gaps.** While the current study includes a calculation of benefits to the Developer (project revenue), there is no estimate of benefit to the UG (e.g. trail connectivity, real estate value increment, and/or brand augmentation). Capital costs are presented as a set of line items and should be allocated to program elements that provide benefit to one partner or the other. Operating costs for the program are assumed in the Developer's numbers, but operating costs for

the underlying infrastructure have not been estimated. Therefore, it is not currently possible to align program costs and benefits.

3. **Develop and Refine Assumptions.** HR&A recommends allocating capital and operating expenses based on allocation of project benefits, to the extent available resources permit. For purposes of discussion, we make these assumptions:
    - ***Public benefit*** is equal to or greater than the cost of restoring the structure and making it suitable for pedestrian and bicycle use. The cost of these improvements is allocated to the UG, acknowledging that its only source of revenue is incremental tax revenue (and any state or federal public funding that can be identified). We are cautiously optimistic that this source is sufficient to pay these costs.
    - ***Private benefit*** is equal to the Developer's return from the program. We are cautiously optimistic that the Developer can achieve a fair return. We make this statement after modestly discounting the Developer's revenue projections to account for the novelty of the program and incorporate an appropriately conservative view of risk, incorporating a requirement that the Developer pay rent to account for, at least, maintenance of infrastructure (potentially with risk/return sharing), and assuming the Developer meets defined operating standards regarding public accessibility, hours of operation, price points, etc.

4. **Draft an Operating Agreement.** Based upon agreement on the above inputs – project goals, refined project assumptions, and a clear definition of public and private benefits – HR&A recommends drafting an operating agreement that begins to advance this partnership in a way that is accretive to both parties.