Economic Development and Finance
Standing Committee Meeting Agenda
Monday, March 29, 2021
Immediately upon adjournment of earlier committee

Location:
You are invited to a Zoom webinar.
When: Mar 29, 2021 05:00 PM Central Time (US and Canada)
Topic: N/CD & ED/F Standing Committee Meetings

Please click the link below to join the webinar:
https://us02web.zoom.us/j/89405954611?pwd=MllrL29ZdndNTjlTTXFaNW9zZFNkUT09
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US: +16699009128,,89405954611# or +12532158782,,89405954611#
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US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799 or 888 475 4499 (Toll Free) or 877 853 5257 (Toll Free)
Webinar ID: 894 0595 4611
International numbers available: https://us02web.zoom.us/u/kdlFgth0hh

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 March 29, 2021 Agenda**

III. **Approval of standing committee minutes from January 4 and February 1, 2021.**

IV. **Committee Agenda**

Item No. 1 - RESOLUTION: BPU LOAN THRU KDHE

Synopsis: A resolution authorizing the Board of Public Utilities to enter into a loan agreement with the Kansas Department of Health and Environment's State Revolving Loan Fund Program, submitted by Kathleen VonAchen, Chief Financial Officer; and Lori Austin, BPU Chief Financial Officer.

Tracking #: 21726

Item No. 2 - RESOLUTION: KAW RIVER BRIDGE COOPERATIVE AND DEVELOPMENT AGREEMENT

Synopsis: A resolution adopting the Kaw River Bridge Cooperative and Development Agreement, Bridge Lease Agreement, and Public Use Condo Unit License and Management Agreement, submitted by Katherine Carttar, Director of Economic Development.

Tracking #: 21733

Item No. 3 - RESOLUTION: SET PUBLIC HEARING DATE FOR THE RIVERFRONT REDEVELOPMENT DISTRICT

Synopsis: A resolution setting a public hearing date of May 13, 2021, to consider the advisability of adding property to the Riverfront Redevelopment District, submitted by Katherine Carttar, Director of Economic Development.

Tracking #: 21735

Item No. 4 - RESOLUTION: ADOPT TIF AND IRB POLICIES

Synopsis: A resolution adopting the Economic Development Department's Tax Increment Financing (TIF) Policy and Industrial Revenue Bond (IRB) Policy, submitted by Katherine Carttar, Director of Economic Development. Staff previously provided a review of the polices to standing committee on February 1, 2021.

Tracking #: 21736

V. Public Agenda

VI. Adjourn

ECONOMIC DEVELOPMENT AND FINANCE
STANDING COMMITTEE MINUTES
Monday, January 4, 2021

The meeting of the Economic Development and Finance Standing Committee was held on Monday, January 4, 2021, at 6:32 p.m., remotely via Zoom and on-site. 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: Melissa Sieben, Emerick Cross and Alan Howze, Assistant County Administrators; Misty Brown, Acting Chief Counsel; Alley Porter, Commission Liaison; Lynn Melton, Assistant to the Mayor's Office; Jud Knapp, Interim Land Bank Manager; Katherine Carttar, Director of Economic Development; Angie Lawson, Deputy Chief Counsel; Wendy Green, Assistant Counsel; Debbie Jonscher, Deputy Chief Financial Officer; Rick Mikesic, Director of Revenue/County Treasurer; Shaya Lockett, Program Coordinator for Economic Development; Stephanie Moore, Management Analyst for Economic Development; Carol Godsil, Deputy Clerk; and Allie Facio, UG Clerk's Office.

Chairman Burroughs said before I call the meeting to order, I want to announce that due to COVID-19, some committee members, staff, and public are attending remotely via Zoom as well as on-site. All participants joining by phone should mute their phones when they are 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 the public that is observing knows who is speaking. This is critical given the number of remote participants and is a current guidance from the Kansas Attorney General.

Due to COVID-19 requirements, in person public comments have been suspended unless otherwise required by law. The public is allowed to participate by Zoom or 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 all members were present as shown above.

Chairman Burroughs said we do have one revision this evening to our agenda. Item No. 8 has been added, which is a resolution adopting the second amendment to the Downtown Campus Development Agreement.

Approval of Standing Committee minutes from September 28, 2020. **On motion of BPU Board Member Bryant, seconded by Commissioner Johnson, the minutes were approved.** Roll call was taken and there were six "Ayes," Bryant, Walters, Johnson, Townsend, McKiernan, Burroughs.

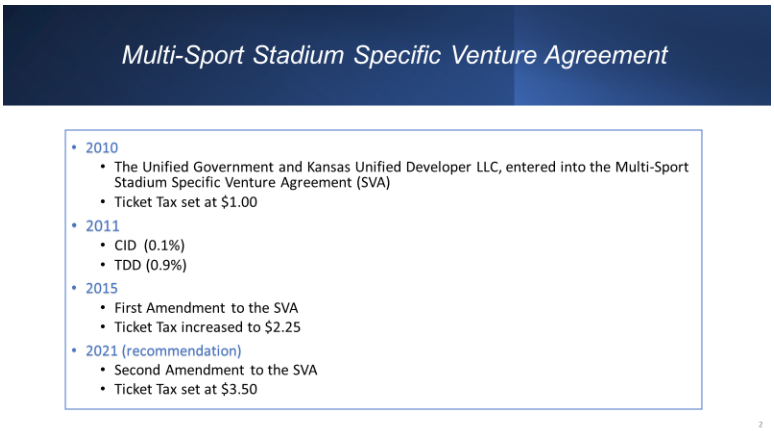
Committee Agenda:

Item No. 1 – 20634…RESOLUTION: SECOND AMENDMENT TO MULTI-SPORT STADIUM SPECIFIC VENTURE AGREEMENT

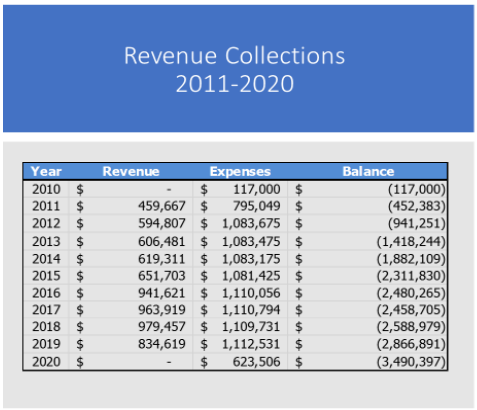
Synopsis: Adopting the Second Amendment to Multi-Sport Stadium Specific Venture Agreement to increase the ticket tax by $1.25 to cover debt service for the parking improvements and the ground lease costs associated with said parking improvements, submitted by Deborah Jonscher, Deputy Chief Financial Officer. The second amendment will increase the ticket tax on Sporting KC tickets from $2.25 to $3.50 per ticket.

Deborah Jonscher, Deputy Chief Financial Officer, said this is the second amendment to the multi-sport stadium agreement. I have a short presentation.

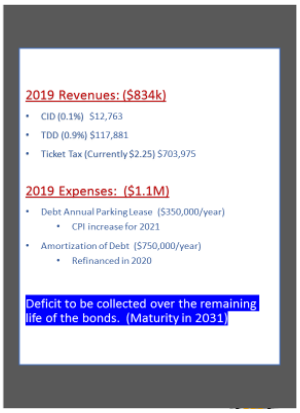
As I said, this is the second amendment to the Multi-Sport Stadium Specific Venture Agreement. This is the Sporting KC ticket tax. The second amendment will increase the ticket tax on Sporting KC tickets from the current rate of $2.25 to $3.50.



Just wanted to give a little bit of history here on what's been done in the past. In 2010, the Unified Government entered into the agreement. At that time, the ticket tax was set at $1.00. In 2011, there was also a community improvement district created at .1% and a transportation development district at .9%. In 2015, we had the first amendment to the agreement, and that amendment increased the ticket tax from $1.00 to $2.25. Now we have in 2021, we have a recommendation for the second amendment that would increase the ticket tax to $3.50.



Year	Revenue	Expenses	Balance
2010	$ -	$ 117,000	$ (117,000)
2011	$ 459,667	$ 795,049	$ (452,383)
2012	$ 594,807	$ 1,083,675	$ (941,251)
2013	$ 606,481	$ 1,083,475	$ (1,418,244)
2014	$ 619,311	$ 1,083,175	$ (1,882,109)
2015	$ 651,703	$ 1,081,425	$ (2,311,830)
2016	$ 941,621	$ 1,110,056	$ (2,480,265)
2017	$ 963,919	$ 1,110,794	$ (2,458,705)
2018	$ 979,457	$ 1,109,731	$ (2,588,979)
2019	$ 834,619	$ 1,112,531	$ (2,866,891)
2020	$ -	$ 623,506	$ (3,490,397)

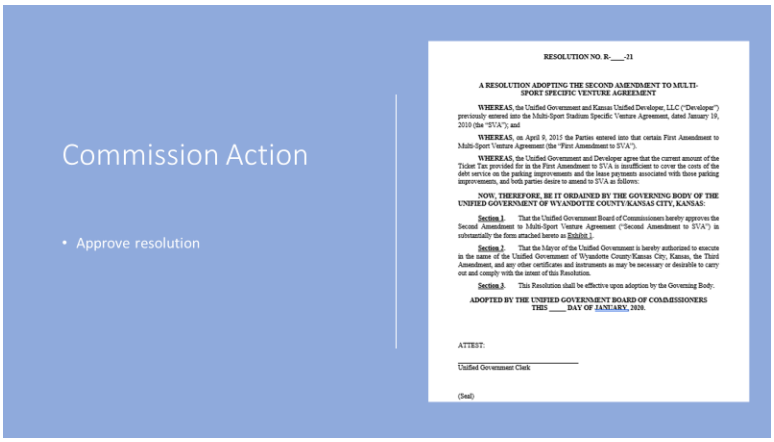


We put together a little graph just showing kind of where we are right now showing the revenues that we have collected from 2010 to 2020. Along this, the expenses that we have. Over off on the right-hand side, I've listed out, for instance, the 2019 revenues, we collected $834,000. That's

broken down to just under $13,000 for the community improvement district tax, $117,000 for the TDD, and the ticket tax collected was $703,000.

The expenses that this revenue goes to cover are debt expenses related to the parking improvements for Sporting. It covers the annual parking lease, which is currently $351,000. It adjusts every five years for a CPI, and there is a CPI increase set for 2021. We haven't determined that rate yet, but we will probably be doing that here in the next couple of weeks. Then, the amortization of the debt that was issued for the improvements on the parking lot. They've been currently at about $750,000 per year. We did refinance this issue in 2020, that did lower, as you can see on this graph or on this table, the expenses have been, since 2012, have been around $1 million to $1.1 million per year. You see that in 2020, the payment dropped to $623,000 and that is directly related to the refinancing. 2020 and 2021, the payments dropped to around $600,000, and then in 2022, they do pick back up closer to $1 million. But as you can see, as of the end of 2020, we are at about just under $3.5 million in a deficit for collections, revenue collections, to cover the debts.

So, we are proposing that we increase the ticket tax by $1.25. Based on our projections, that deficit would be collected over the remaining life of the bonds. The bonds are set to mature in 2031, and our projection is that deficit would be made up by the time the bonds are paid off.



So, there is Commission action for tonight, and it's to approve the resolution. I did just want to note, we have had conversations in 2020 with officials from Sporting, and they are in agreement and have signed off on the increase. Any questions?

Chairman Burroughs asked, does any of the members of the committee have any questions? I'll ask the Clerk if any comments were received from the public. **Ms. Godsil** said no public comments were received.

Chairman Burroughs said, Debbie, one question I might have. That's a ten-year cycle to retire the deficit with the new increase to $3.50 at this time, correct? **Ms. Jonscher** said that's correct. That takes us to the end of the current maturity on the bonds.

Chairman Burroughs said having no questions, does any member have any other comments? Seeing none, I'd entertain a motion. This is an action item.

Bridgette Cobbins, Interim Assistant County Administrator, said it looks like Gayle Townsend has her hand up, sir. **Chairman Burroughs** said I'm sorry, I didn't see that. Let me pull that part of my screen up. I apologize, Commissioner Townsend.

Commissioner Townsend said I just have one question for clarification. I went through this. The language appeared to lead to state that, I guess several years ago we anticipated an increase. So, from what I'm hearing Ms. Jonscher say tonight, if we make the increase sought tonight, that should be sufficient for the rest of the life of this bond? **Ms. Jonscher** said that is correct, based on our projections that we've done. However, if there are — I know we're not receiving — we are going to be receiving a payment from Sporting in 2020, but it's only about 10%, I think, of what we received in 2019, and obviously that was due to a shortened season and restrictions on the seating capacity. If that continues into the future, that could affect our projections, but as of right now, we're projecting that if we return to normal in 2021, we would collect enough by the time the bonds pay off to cover all of the expenses. We do plan to monitor it over the next several years to see how our projections are performing.

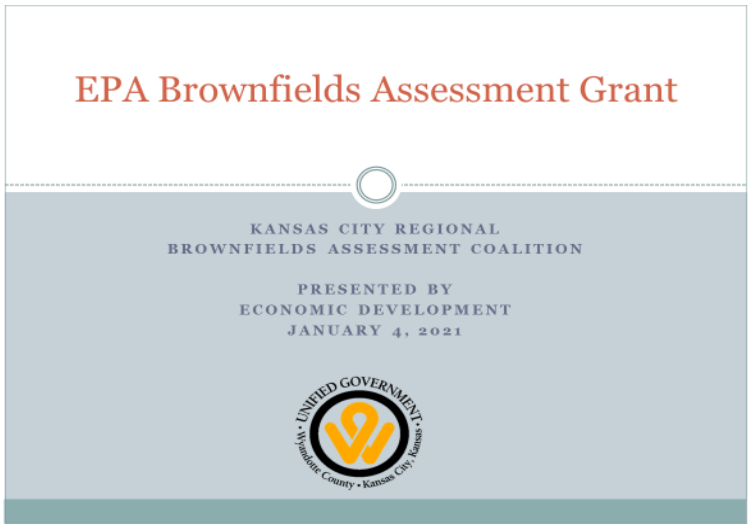
Commissioner Townsend said okay. Hopefully, this will take care of the debt but it will still continue to be monitored. **Ms. Jonscher** said right.

Chairman Burroughs asked, any other questions from committee? I don't see any other hands at this time. I'd entertain a motion.

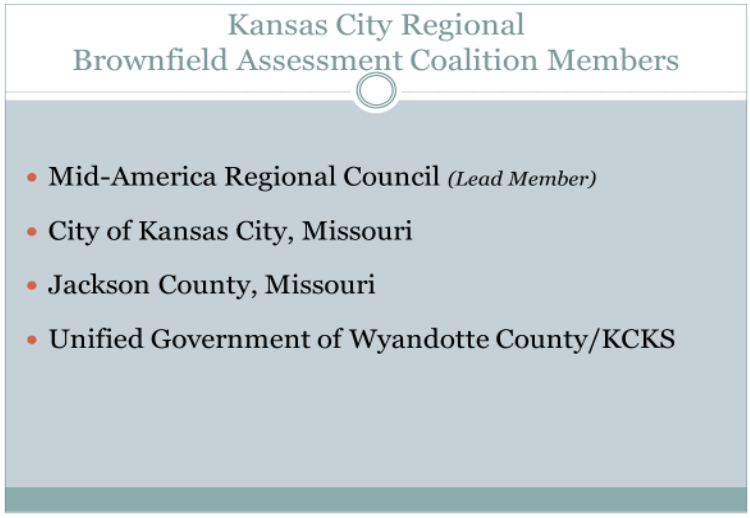
Action: **Commissioner Walters made a motion, seconded by Commissioner Townsend, to approve.** Roll call was taken and there were six "Ayes," Bryant, Walters, Johnson, Townsend, McKiernan, Burroughs.

ITEM No. 2 – 20636…RESOLUTION: BROWNFIELDS COALITION GRANT

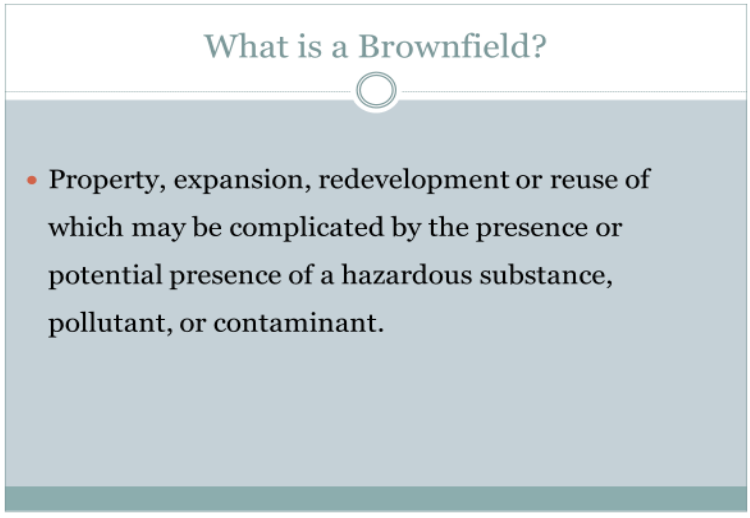
Synopsis: Resolution for the UG to enter into the Kansas City Regional Brownfields Assessment Coalition with the Mid-America Regional Coalition, Kansas City, MO, and Jackson County, MO, to accept and implement a Brownfields Assessment Coalition Grant funded by a Cooperative Agreement with the EPA, submitted by Stephanie Moore, Economic Development. The total grant is for $600,000 to be equally divided by the Coalition members.



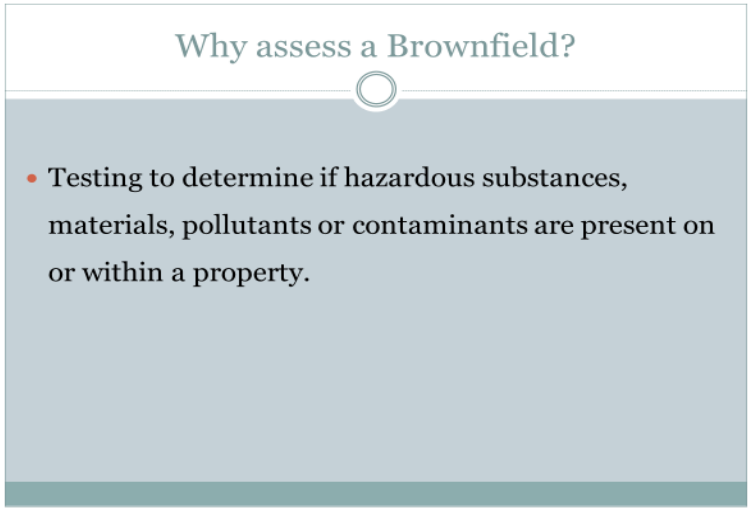
Stephanie Moore, Management Analyst for Economic Development, said this is the Brownfields presentation. In your packet, you would have received the MOA that we're going to talk about with the resolution to approve this.



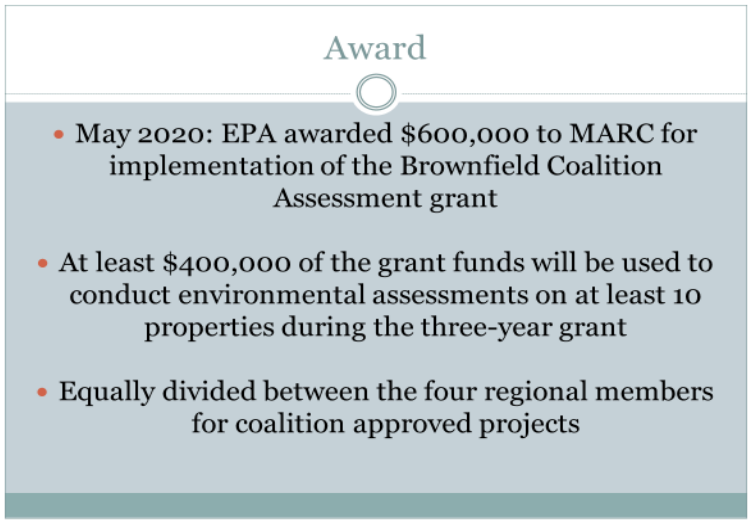
So, the coalition has four coalition members: Mid-America Regional Council is the lead member, they're our fiscal agent, and then the city of Kansas City, Missouri, Jackson County, and the Unified Government.



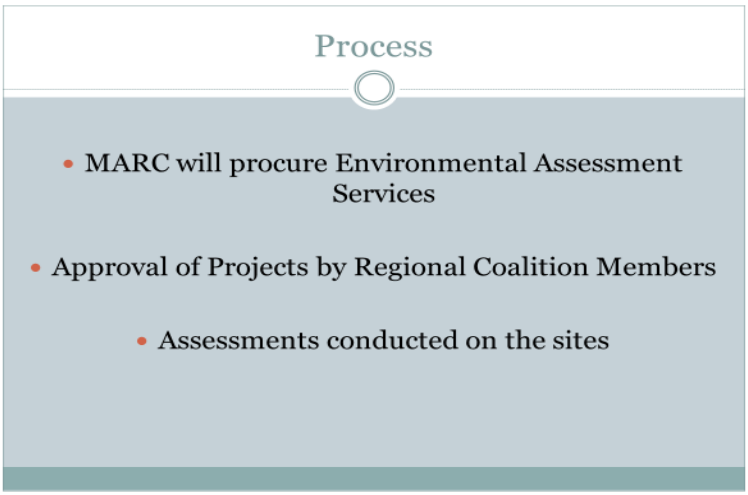
So, Jud kind of talked about a Brownfield in his previous one. Basically, that's any property that may have or the presence of potential hazardous materials like drums on the site or maybe underground storage tanks.



This grant is to assess and do those assessments to find out and confirm or deny if there are pollutants on this site.



So, the award we got, you may remember back, I think, in June, we had a big press conference. We applied for this almost a year ago, no, it's been December of last year when we applied, and we were successful. Our award is $600,000. Now, we don't get all of that. Some of that money will go to the admin of Mid-America Regional Council, get some of that as our fiscal agent, and then $400,000 of that will be used on at least ten sites throughout the three-year grant period. Then, we'll get those equally divided between the coalition members.



So, here's a little bit of the process. Mid-America Regional Council, they'll do the procurement, they'll also do the reporting to the EPA. Then, those four coalition members approve the projects, and then assessments would be done and conducted on the sites.

This is how a site — we already have three priority sites already approved in the grant. If we wanted to apply for additional sites, this is the process here. So, we would get at least two more, possibly three, if the coalition approves that, and the EPA would have to approve what site we're looking at. Each site is capped at $100,000. That would be a majority vote from the coalition members, and they post those public meetings with public comments.

Then, one of our — the priority site we put in the grant is 1726 Quindaro for that northeast co-op grocery store. It used to be a hardware store. So, we want to make sure that is safe for the community.

So, what I would need tonight is your guys' approval to move this on to the full Commission on the 28th, and then the Mayor would sign that memorandum of agreement. You have any questions? **Chairman Burroughs** asked, committee, any questions?

Commissioner Townsend said, Ms. Moore, a question. The priority sites, there were three mentioned, one of which happens to be in my district. According to the material I've read, $100,000 is the maximum to be spent on these three sites, is that correct? **Ms. Moore** said no, ma'am. It'd be $100,000 per site. It would be capped at that. Not everybody's going to get that

kind of money and not every site will need that. The grant just won't work for that, so we would keep tabs on our budget. They're capped at that so that each project can get a little bit of funding. You would see these other sites. In Grandview there's a site and I believe in Kansas City, Missouri, they listed out their locations.

Commissioner Townsend said right, maybe that's the wrong question. $100,000, would that be the uppermost limit? Would the Brownfield inquiry into 1726 Quindaro be the uppermost limit to that? **Ms. Moore** said it doesn't appear that we're going to need that type of money because it was not — there's no drums on the site with materials in it, no gasoline or anything, underground storage tanks. So, this one should be a rather, I wouldn't say easy, because nothing's easy in Brownfields, but it should not be that upper limit of cost.

Commissioner Townsend said okay, but that is the upper limit for these properties, correct? **Ms. Moore** said that is the max across the board. All the projects are capped at that $100,000. **Commissioner Townsend** said okay.

The next thing, is there any other entity that will have to make application for the Quindaro site or these other two? These three are going to be investigated without any further action by any other organization, is that correct? **Ms. Moore** said yeah, we're already partnering with the owner with Project Valley and Pride and Northeast Energy. They're already part of our partners currently before we even applied for the grant.

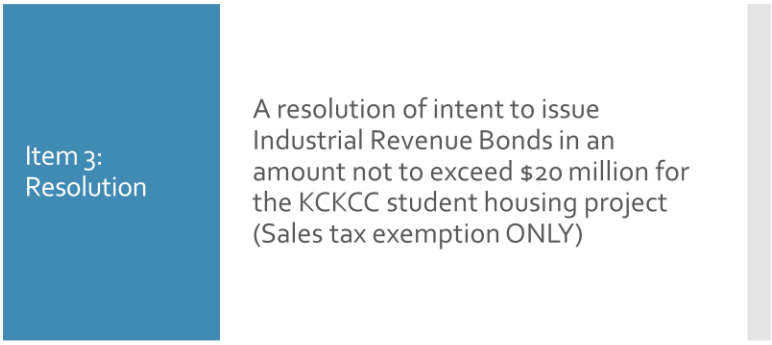
Commissioner Townsend said I just wanted to make sure in my mind that there was no other application process for the persons who are intimately involved in that site. Thank you.

Chairman Burroughs said I see no other hands raised, so I'll ask the Clerk, are there comments from the public? **Ms. Godsil** said no public comments were received. **Chairman Burroughs** said with that, this is an action item. I would entertain a motion.

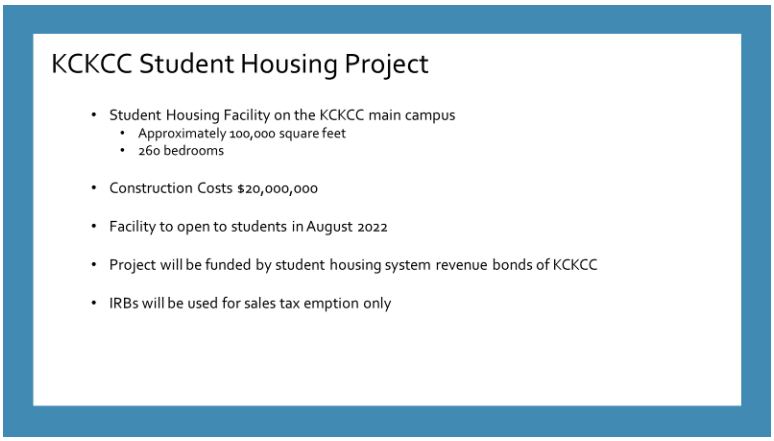
Action: **Commissioner Walters made a motion, seconded by Commissioner Townsend, to approve.** Roll call was taken and there were six "Ayes," Bryant, Walters, Johnson, Townsend, McKiernan, Burroughs.

ITEM No. 3 – 20637…RESOLUTION: KCKCC STUDENT HOUSING PROJECT IRBs

Synopsis: Intent to issue industrial revenue bonds in the amount not to exceed $20,000,000 to finance the costs of acquiring, constructing, improving, and equipping a student housing facility for the benefit of the Kansas City Kansas Community College Foundation, submitted by Katherine Carttar, Director of Economic Development. (sales tax exemption only)



Katherine Carttar, Director of Economic Development, said this is a resolution of intent that you all are voting on tonight for industrial revenue bonds in the amount not to exceed $20 million for the Kansas City Kansas Community College Student Housing Project.



This is for sales tax exemption only. So, just a little bit about the project. This is a student housing facility on their main campus. They went through an RFP process over the last year to determine the builder and how the financing and all of that would work. They're looking at approximately 100,000 square feet with 260 units. The construction cost is just right around $20 million. They're anticipating that the facility will open to students in August of 2022. This project will be funded by student housing system & revenue bonds, that KCK Community College are providing. As I mentioned, this will not be a property tax abatement; this will be solely a sales tax exemption.

So, going through a few of the pictures just to give you an idea of what this looks like. Also, Michael Beach, the CFO of the community college, is on the line if you have additional questions. I can give a very cursory review of some nice pictures so you know kind of what they're planning.

Here you can see the location on their campus. They are planning to have quite a lot of amenities, so this will be kind of more than your normal student housing. As you can see, they have a lovely patio, firepits, hammock groves, basketball courts, and amphitheater, etc. It should be really very lovely.

Here's kind of a floor plan.

WEST ELEVATION

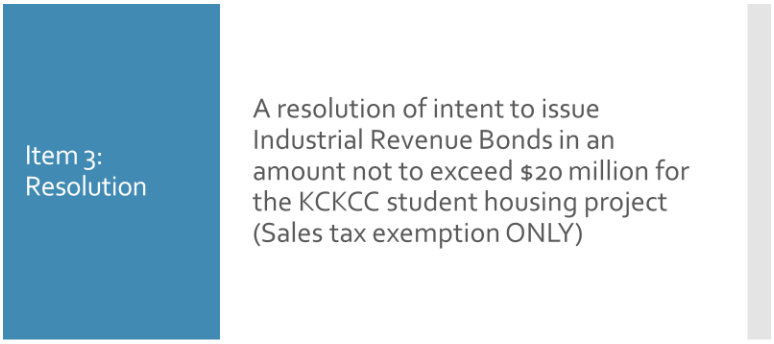
EAST ELEVATION

You can see what the elevations look like.

VIEW LOOKING NORTH

VIEW LOOKING SOUTH

And then a couple of pretty renderings. So, if you have any questions, I'm happy to answer or I believe Mr. Beach is also available.



Chairman Burroughs asked committee, any questions?

Commissioner McKiernan asked, Katherine, could you go back to the overhead view, the map view? I just want to verify that I know where this is. This is immediately southwest of the majority of their campus buildings, right? Is that the police academy facility that is to the right of this picture? **Ms. Carttar** said I believe so, no?

Michael Beach, KCKCC CFO said so, the police academy is the building that you can see in the very lower end of the screen, directly south of the amphitheater. The buildings to the east are the current Royal Ridge Apartments that the college leases for the existing student housing. **Commissioner McKiernan** said perfect. I knew that building wasn't set far enough off the road to be the police academy building, but I was having a hard time figuring out. This is exactly where I thought it was. That's all I needed. Thank you.

Mr. Beach said actually for clarification, that actually — that section on the lower end of the screen is actually the parking lot to the police academy building, not the actual police academy building itself.

Chairman Burroughs asked, any other questions? Good question, Commissioner McKiernan. Any other questions from the committee? Seeing none, Katherine, I just have one small question. These IRBs you said for a sales tax exemption, these are sales tax exemption on just the construction items, right? The materials? **Ms. Carttar** said correct. Yeah, so this would be a very short-term. They would be about a two-year, basically until they finish their construction and then that would… **Chairman Burroughs** said very good. Thank you for that clarification.

Chairman Burroughs said, if no other questions from the committee, I would ask the Clerk if there was any members of the public wishing to speak. **Ms. Godsil** said no public comments were received. **Chairman Burroughs** said thank you. With that I would ask — this is an action item. We will need a motion.

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

ITEM No. 4 – 20510…PRESENTATION/RESOLUTION: CASH AND INVESTMENT POLICY

Synopsis: Presentation of the Unified Government's Cash and Investment Policy and consideration of a resolution adopting said policy, submitted by Rick Mikesic, Director of Revenue/County Treasurer; and Andrea Parra, Deputy Treasurer.

Rick Mikesic, Director of Revenue/County Treasurer, said typically Andrea would be here with us tonight. She sends her apologies, she had a death in the family and so she's not with us tonight, but I'll do my best to serve in her absence. **Chairman Burroughs** said please pass along the Commission's condolences, please. **Mr. Mikesic** said I certainly will do that, yes.

The Cash Management and Investment Policy is required to be reviewed annually by the Cash Management Committee, and then approved by the Board of Commissioners on an annual basis. That's part of the policy itself. If there are changes necessary by the Cash Management

Committee, we have to come to the Board of Commissioners for the approval. Over the past couple of years, there have been some changes made to the Cash Management and Investment Policy, and this year we really have very very little to change.

In fact, it is simply just some formatting changes, so this is it right here. Very quick, three formatting changes that were listed – just a replacing or correcting an extra period and some indentations, that's really the only change. Nothing significant in regard to the policy or what we'll be doing or anything like that. So, I'm happy to answer any questions, but we really don't have much here because we really hammered it pretty well, I think, over the last couple of years.

Chairman Burroughs said, Mr. Mikesic, thank you for the presentation. At this time I'd open it up to the committee. Committee, any questions for the County Treasurer? Sorry, let me make sure nobody's got their hand up. I see no questions. With that, I would ask the Clerk if any comments were received from the public. **Ms. Godsil** said no public comments were received. **Chairman Burroughs** said thank you. With that, if there's not any other questions, this is an action item. I would entertain a motion.

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

ITEM No. 5 – 20641… UPDATE: BUSINESS EFFORTS REGARDING COVID-19

Synopsis: Update on business efforts regarding COVID-19 and CARES Act grant funding, submitted by Shayla Lockett, Small Business Liaison.

Shaya Lockett, Small Business Liaison, said I am here to provide an update on our small business COVID-19 efforts.

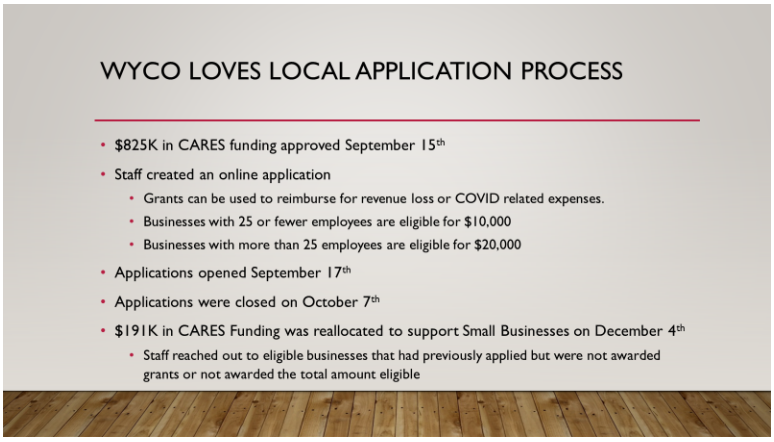
We will go ahead with the funding overview. We had three separate sources of funding for businesses in our community. The first is our Economic Development Department grants that we have annually, the $50,000. In April, we awarded those. We previously went before the Commission to seek revisions so that those grants could be used as a COVID-19 response. Our second source of funding is our WYCO Loves Local grant, which was awarded through CARES Act funding, and that one we issued grants for over a million dollars. Then a third is through our partnership with ALT-CAP, and we had roughly $266,000 between the PPP loans and the KC Regional Relief Recovery Loan Fund that went to businesses in Wyandotte County.

UNIFIED GOVERNMENT SMALL BUSINESS GRANTS

Business	Award Amount
Dotte Barbershop	$5,000
gimMee Oils, LLC	$5,000
Jayhawk Cleaners	$5,000
Kristi's Academy of Dance	$5,000
Marquez Boots	$5,000

Business	Award Amount
On Demand Employment Services	$5,000
Precise Physical Therapy	$5,000
The Altar, Inc.	$5,000
Thunderlight Work Boots	$5,000
Totally Unique Hair Salon	$5,000

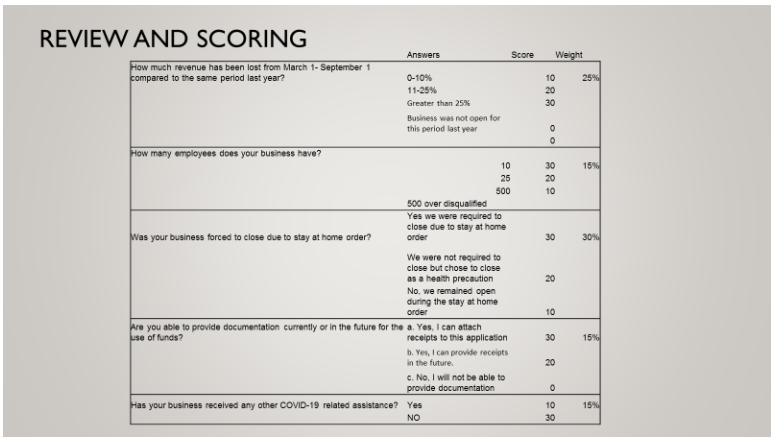
On this screen, these are the individuals who received the department grants. The Economic Development Department small business grants, they were for $5,000 each. These are the 10 businesses that were able to receive those funds.



WYCO LOVES LOCAL APPLICATION PROCESS

- $825K in CARES funding approved September 15th
- Staff created an online application
  - Grants can be used to reimburse for revenue loss or COVID related expenses.
  - Businesses with 25 or fewer employees are eligible for $10,000
  - Businesses with more than 25 employees are eligible for $20,000
- Applications opened September 17th
- Applications were closed on October 7th
- $191K in CARES Funding was reallocated to support Small Businesses on December 4th
  - Staff reached out to eligible businesses that had previously applied but were not awarded grants or not awarded the total amount eligible

WYCO Loves Local application process, which is the grants, we originally received $825,000 in CARES Act funding. That was approved on September 15th. Our staff created an online application and the grants could be used to reimburse revenue loss and/or COVID related expenses. Businesses with 25 or fewer employees are eligible for $10,000 and those with more than 25 employees were eligible for $20,000. We opened our applications on September 17th, and due to receiving an excess of applications than we had funding available for, applications were closed October 7th. An additional $191,000 in CARES Act funding was reallocated to support small businesses on December 4th. At that time, we reached out to eligible businesses that had previously applied, but were not awarded grants or were not awarded their total amount eligible.



	Answers	Score	Weight
How much revenue has been lost from March 1- September 1 compared to the same period last year?	0-10%	10	25%
	11-25%	20	
	Greater than 25%	30	
	Business was not open for this period last year	0	
		0	
How many employees does your business have?	10	30	15%
	25	20	
	500	10	
	500 over disqualified		
Was your business forced to close due to stay at home order?	Yes we were required to close due to stay at home order	30	30%
	We were not required to close but chose to close as a health precaution	20	
	No, we remained open during the stay at home order	10	
Are you able to provide documentation currently or in the future for the use of funds?	a. Yes, I can attach receipts to this application	30	15%
	b. Yes, I can provide receipts in the future.	20	
	c. No, I will not be able to provide documentation	0	
Has your business received any other COVID-19 related assistance?	Yes	10	15%
	NO	30	

This is just an overview of how we scored our applications. A big part of what we wanted to do was make sure we had a significant impact on those businesses that had a more difficult time receiving funds from the Federal and/or State level. So we looked at businesses that were closed due to the stay-at-home order, and businesses that lost revenue between — because of COVID, and also those businesses that had a smaller number of employees. Nationally, those are the businesses that had a more difficult time receiving those funds.

Business Name	Award Amount
Ms R's Café	$8,244.00
KADG Performing Arts	$5,000
Simmons Lawn Company	$8,715
Marquez Boots	$5,000
Jalisco Auto Sales	$10,000
gimMee Oils, LLC	$5,000
Si se puede Auto Sales	$10,000
Excel Lighting & Sign	$10,000
Display Studios, Inc	$10,000
Steven D. Pendleton DDS PA	$10,000
S&W Sports Enterprises LLC DBA Varsity Sports	$10,000
New West Presentations, Inc.	$10,000
Flores Ruiz Porraz, LLC	$10,000
MK Hair & Nail	$10,000
Beautiful Outdoors	$20,000
Byrd's Dance and Gymnastics	$10,000

Business Name	Award Amount
Fireman Transport	$10,000
Kansas City Catering, Inc.	$10,000
Club 403 Enterprises LLC	$10,000
Ms. Lyndzs Dance & Acrobats	$10,000
MeMa's Bakery	$10,000
Shree Madhava Management Inc	$10,000
El Taquito Tortilleria	$10,000
Club Sparks	$10,000
Karen's Country Kitchen	$10,000
El Tenedor KC LLC	$10,000
Borberg Pizzeria Inc. DBA Chiusano's Brick Oven Pizzeria	$10,000
Gina's Braiding Lounge	$10,000
J. Oliver Construction LLC	$10,000
Teresa's Hair Salon	$10,000
Exploring Minds Academy	$10,000
Project Central, LLC	$6,983

Then our next couple screens show us the list — these are the list of businesses that were able to receive the grant funds. As you can see through this list, there are numerous industries represented.

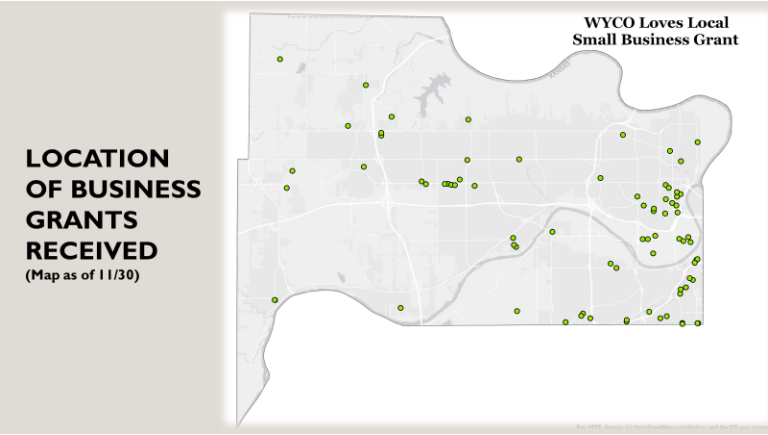
Business Name	Award Amount
Beautiful Beginnings Early Childhood Education Center	$10,000
Voler Thieves of Flight	$10,000
Rosie's Dance Academy	$6,897
Kansas City Testing and Engineering	$20,000
Backstage Barbershop, Inc	$10,000
Avenues Classics LLC	$10,000
Turner Dental Group	$10,000
Amazing Smiles of Kansas City, LLC	$10,000
Wise Writers and Speakers	$10,000
ThermaRoll Leaf, Inc	$10,000
KC Bowl, Inc	$20,000
Free Parking, LLC	$10,000
Eds Trophies & Awards	$10,000
Schultz Bros. Electric Co., Inc.	$10,000
EvapTech, Inc.	$20,000
Keyimpact Studios	$10,000

Business Name	Award Amount
Cano's Barbershop	$9,690
John's Java & Jazz	$10,000
Infusion Designs	$10,000
HT's Barber and Beauty Salon	$6,100
Seal of Fun Daycare	$8,000
Coreslab Structures Kansas, Inc	$20,000
L & B Breit Inc	$10,000
Vada's Little Lamb	$10,000
Rental City, Inc.	$10,000
Elevate Bar and Grill	$10,000
Sportsman Barbershop	$10,000
Colonial Club LLC	$10,000
The McLaughlin Law Firm	$2,100
LED Direct LLC	$10,000
Hydeman Company	$10,000
Avis Rental Car KC, LLC	$10,000

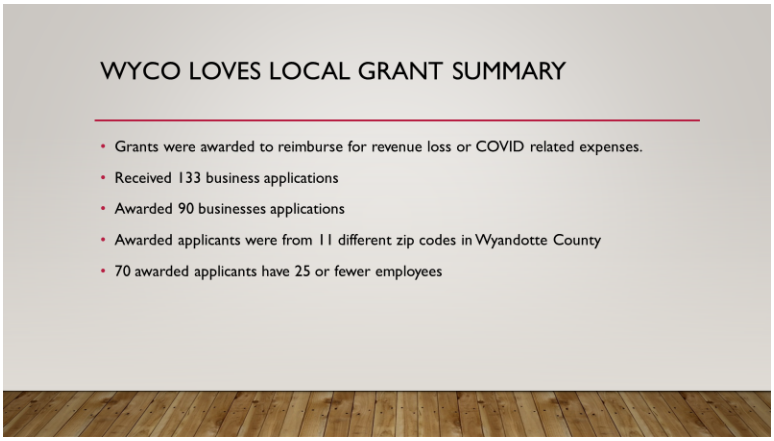
Business Name	Award Amount
Quality Litho, Inc.	$10,000
Empire Candle Co., LLC	$20,000
CAPO Group LLC dba Image 360	$10,000
MJ Design and Parts LLC	$10,000
Smallwood Lock Supply, Inc	$1,925
D Rockey Holdings, Inc dba Eagle Products	$20,000
RampUp Labor LLC	$20,000
Joe's Kansas City Bar-B-Que, Inc	$20,000
SureShow, Inc.	$10,000
Delaware Highlands Assisted Living, LLC	$20,000
Money Talks, Inc	$10,000
Litzis Fashion and Boots	$2,000
De Leon Furniture, Inc.	$10,000

Business Name	Award Amount
Gunter Construction Company	$20,000
Plastic Packaging Technologies, LLC	$20,000
PMC, Inc. dba KC Scaffold	$20,000
Best Harvest Bakeries	$20,000
Contable Inc	$10,000
KS Granite House, LLC	$10,000
Missouri Door Company	$20,000
Design Mechanical, Inc.	$20,000
Italian Delight of Kansas City, Inc.	$20,000
AirFixture, LLC	$20,000
Southern Care Daycare	$2,400
First Round, Inc	$1,000
KC Presort, LLC	$10,000

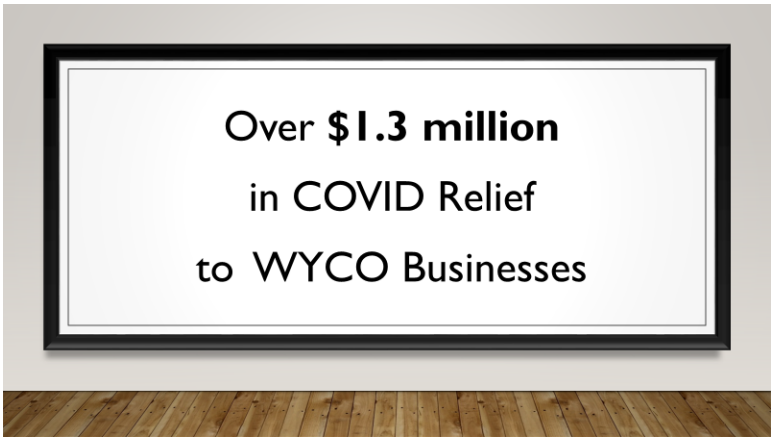
We have everything from restaurant industries to childcare, law firms, entertainment venues, and they're both smaller and larger companies that received these grant funds. This is the full list of businesses that received grant funding through CARES.



This map here shows the location of the businesses that were able to receive those grant funds, and it shows how they were distributed throughout the county.



So in summary, the grants were awarded to reimburse for revenue loss or COVID-related expenses. We received 133 applications. We were able to award 90 business applications. The awarded applications were from 11 different zip codes in Wyandotte County. Seventy of those awarded applications had — applicants had 25 or fewer employees.



We were able to distribute over $1.3 million in COVID relief to Wyandotte County businesses through these grant funds: the department grant funds, the CARES Act funding, and our partnership with ALT-CAP.

As I said before, this was a true team effort. So, we want to thank all those individuals who assisted in this process and helped us help our businesses in our community.

Chairman Burroughs said, Shaya, thank you for that overview. I think it's extremely fortunate that we have the individuals looking at those requests, those grant requests to help alleviate some of the concerns our small businesses in our community are dealing with in reference to the COVID-19 pandemic. So thank you and all of those involved. I do appreciate the overview this evening. That's a lot of money to put back into our local economy. That money had to be distributed by the end of the year, if I remember correctly. **Ms. Lockett** said that's correct. **Chairman Burroughs** said thank you for that.

Chairman Burroughs asked, any questions from the committee?

Commissioner Townsend said, Ms. Lockett, good evening. Good to see you. I'll say hopeful new year to all of us, that things are better. I think Commissioner Burroughs may have answered my question with the reminder that a certain number of these funds had to be used by the end of 2020. So my current question is, is there any funding still available? What about the small grant loans that the UG usually had, the $50,000 pot? Where are we right now with that type of money or funding or resources? Someone looking tonight may ask that question, some small business.

Ms. Lockett said so we — there is no CARES Act funding currently at this time. We do still have money allocated for the Small Business Grant though I believe we would have to take it back before Commission to get approval to use it for COVID expenses if that's the direction we take for 2021. **Commissioner Townsend** said okay, all right. If you could just verify that for me, I'd

appreciate it. You can send me an email that — or to all of the committee just so we know in case we're asked by our constituents.

Katherine Carttar, Director of Economic Development, said Commissioner, just to add a little more into that. Shaya is exactly right, as it currently stands four days into the year – into the new fiscal year. That $50,000 has reverted back to its normal, kind of small business process. However, that is something that we can certainly look into, kind of using that as additional COVID relief. I will say the ALT-CAP funds, now those are loans; not grants. There are still significant amounts of money. I think the loans go up to $100,000 and are very low interest. I think the first year is 0% interest for those loans that are eligible, and there's a priority for Wyandotte County businesses. **Commissioner Townsend** said okay. If one of these businesses wanted to make application, could we refer that entrepreneur to your office then for guidance to ALT-CAP and how to contact them? **Ms. Carttar** said yes; contact Shaya. **Commissioner Townsend** said all right, thank you.

Alan Howze, Assistant County Administrator, said, Commissioner, if I might add, we're also kind of awaiting additional guidance from the Federal stimulus that was passed right at the end of the year, that contained, I believe, from news accounts, additional support for small businesses and paycheck protection. The details, I think, are still pretty much to be determined. So, as soon as we find that information out, we certainly can post it as we did earlier this year to the information on our COVID page. So, I know that's also something the team will be looking at as we get more information. **Commissioner Townsend** said thank you, Mr. Howze. Good point. We'll keep an eye on that as well. Thank you.

Chairman Burroughs said I see no other hands, committee. With that, I'd ask the Clerk if we — **Bridgette Cobbins, Interim Assistant County Administrator**, said we do have a hand up of a Stacy Damron that's in attendance, Mr. Chair. **Chairman Burroughs** said okay, Stacy, welcome to the committee.

Stacy Damron said I'm trying to talk to you. I've never done this before. My question is, how can you guys shut the small bars and businesses down like Coach Lite Club, which I own? There's

no money coming to us. **Chairman Burroughs** asked, Mr. Damron, are you scheduled to speak at the next item on the agenda, which is the public hearing referencing the closing times to bars? **Mr. Damron** said I am one of those, but I thought that was this one too. I'm not understanding how you guys can close the bars down, but yet we have no money come to us. We're too small. We do not get your PPA. We don't get no money to us at all. I just spent three months shut down, and I just spent two more months shut down at 10 o'clock, and there's no money coming to us whatsoever.

Chairman Burroughs said, Mr. Damron, I believe that we have people online that can answer the question. Those grants just don't go to businesses without an application process. I would assume that you had filled out an application. Staff, did we lose him? **Mr. Damron** said so the ones that are hurting is those little, small mom and pop bars. We're not getting no revenue at all but yet I got to pay my mortgage. I got to pay my electric. I got to pay my money to my taxes. But yet, we get no revenue of any kind. How do you expect us to pay those?

Chairman Burroughs said, Mr. Damron, I, again, I'm going to ask, did you apply to the grant process? **Mr. Damron** said I did. I was told I was too small. You guys ran out of money before I got there. **Chairman Burroughs** asked, Shaya, does anyone want to answer Mr. Damron's comment or comment to Mr. Damron?

Ms. Carttar said I'm not familiar with his application, but they're too small is not a thing on small businesses; but his last comment is very likely. As you saw from Shaya's presentation, there was a huge response. So, I think it is highly likely that we ran out of funding prior to him completing his application. **Chairman Burroughs** said thank you for that.

There was a second round that went through. The dollars that had been returned that weren't utilized the first round, I believe I heard Ms. Lockett say that there was a second round, and those businesses were contacted for consideration on the second round.

So, Mr. Damron, I don't have your specifics, but I would encourage you, again, to reach out to the local unit of government should we have additional dollars coming from the federal government, and at that time, that is uncertain at this particular time. Thank you for your comments.

Madam Clerk, any other comments from the public? **Ms. Godsil** said no public comments were received.

Chairman Burroughs said this was for information only. This was not an action item.

Action: For information only.

Chairman Burroughs said, that will lead us then into Item No. 6, which I believe Mr. Damron stated he wanted to visit, but we heard him in Item No. 5.

ITEM No. 6 – 20642…PUBLIC HEARING: CLOSING TIMES FOR BARS & RESTAURANTS

Synopsis: A public hearing regarding closing times for bars and restaurants in Wyandotte County, KS.

Chairman Burroughs said this is the public hearing in reference to closing times for bars and restaurants. This is a – I, as well as my fellow commissioners, have been contacted by numerous constituents about the 10 p.m. closing time. We want to afford this opportunity for individuals to have their voices heard in a public setting such as this.

At this time, I'll open the public hearing and ask the Clerk to please read the names who have signed up to speak. We ask that you state your name and city of residency for the record. You will be given up to three minutes to state your comments. Should you go to the two-minute mark, the Clerk will announce that you have one minute remaining. I will as the clerk to announce the first speaker. **Ms. Godsil** said our first speaker is Melissa Nead. She is the co-owner of The Dotte Spot Bar & Grill.

Chairman Burroughs said and since this is a public meeting, I do want to remind everyone that — please hold your comments. We ask that you state your name and city of residency again for the record. You will be given up to three minutes to state your comments. I would ask the Clerk at the end of the three minutes to advise the speaker that their time has expired. So with that, I would ask that — I believe Melissa Nead is our first speaker. Welcome Melissa.

Melissa Nead said I am a resident of Kansas City, Kansas. I am the co-owner of The Dotte Spot Bar & Grill. We are located at 82nd and Parallel here in KCK. We are a woman-owned business

and we've been in business since March of 2015. We have a small staff, roughly ten or so employees, all of whom live in Wyandotte County.

I have embraced the opportunity to be a part of the Restart WYCO committee, and got a chance to speak and represent small restaurants and bars as we're working on getting things reopened.

At The Dotte Spot Bar & Grill, we have complied with all of the guidelines and mandates that have been presented to us throughout this whole process. Of course, it has been a tough year for small businesses, especially tough for our industry, local bars and grills. Restaurants are just really taking the brunt of things here within this pandemic, as you all can imagine.

Currently, we have social distancing. We have taken half of our tables out of service in our dining room. If you're ever able to come in, you'll see tables are off the floor. They've got x's through them. We went down from 14 barstools to 4. Things are spaced out. We are following capacity mandates as well. Then, as you know, a few weeks back, we were placed with a 10 p.m. curfew. And while I do personally understand the rationale for the 10 p.m. closing time rule, it is killing us.

We, you know, can't sustain paying full rent, taxes, licenses, utilities, insurance with such limited operating hours on top of limited capacity and the social distancing requirements as well. We are watching our customers walk across to Johnson County, county lines, and spending their money in Johnson County, Leavenworth County. We're a sports bar. As you know, Chiefs games, basketball games, they don't end by 10 p.m., so we're just not getting customers for those games. They're going to Tanner's, they're going places in Johnson County and spending their money.

The clock is ticking for many small businesses in Wyandotte County. We are all on life support right now. We're the kind of establishment who sponsors youth baseball, 4-H, golf, tournaments, churches, class reunions for Washington, Schlagle, Wyandotte, Harmon, Piper, Turner, and Ward. We've hosted birthday parties, retirement parties in our back room over the years. We are a true neighborhood spot, and the kind of place that communities cannot afford to lose. We need help from the UG and we need it fast. We need the 10 p.m. closing mandate to be modified to midnight to keep us competitive with Johnson County if any of us has a chance of making it.

Chairman Burroughs said thank you, Ms. Nead.

Chairman Burroughs said, I would ask the Clerk to announce the next speaker, please. I do want to remind everyone to make sure to state your name and city of residency for the record, please.

Ms. Godsil said next we have Kim Pond, who is the owner of the Red Eye Bar. **Chairman Burroughs** said Clerk, I'm sorry I interrupted you. Ms. Pond.

Kim Pond said, I live in Kansas City, Kansas. I own the Red Eye Bar on 61st and State Avenue. I just first want to say, thanks for listening to us because we didn't know where to go. We really need all the commissioners, everybody to help support us and to get us put on an agenda with the Mayor to vote so we can get this moved as soon as possible. None of us have any idea how long it's going to be that we have to, you know, close at 10 o'clock. We have no clue. We're at a loss.

We've lost all of our major holidays. St. Patrick's Day being the first one, but the casino got to stay open for St. Patrick's Day. We had to close at midnight. It's just – we're losing everything. My bar alone, I know, does a lot of charity work for the community, and some, you know, like for cancer, and everything else. We've lost all those motorcycle runs to raise funds for that. We've only done a handful of charity work this year compared to all summer long. We're trying to raise money to help the homeless, I mean, everything, and we're not able to do that anymore right now.

People are leaving Wyandotte County with Wyandotte County money, spending it in other countries – or counties – which encourages the spread of COVID. They're going out to them other counties now, they're not just staying in Wyandotte, they're venturing out. Everybody is losing the money. Yes, like Melissa said, a lot of places are going to close down due to the loss of income, people losing their jobs, Wyandotte County losing money. A lot of that money is made right here in Wyandotte County. Again, thank you for your time. I'm done.

Chairman Burroughs said thank you, Ms. Pond. The committee appreciates your statements. Madam Clerk, next speaker please. **Ms. Godsil** said yes, our next speaker is Blake Lostel, the owner of the Colonial Club.

Blake Lostel said I am a resident of Wyandotte County over in Rosedale. I own the Colonial Club as well as over 20 properties on Strawberry Hill. My biggest concern is, I've already taken heavy losses by releasing people from leases as good faith just because of the pandemic, and the Colonial Club had to let go of six employees and we can't bring them back. We're down to like a shoestring employee budget.

The problem is, when we went to 10 o'clock, we've been toeing the line in helping and doing our part, but when you start destroying peoples' income like this, there's no — without any government assistance, it's a big problem.

So, my biggest concerns are, I've talked to the Health Department. Actually one of the representatives called me. She informed me that there was no economic person from the private sector to help make this decision to go to 10 o'clock.

They've also released statistics that state that 50% of all deaths from COVID are from people from nursing homes that are over 70 years old. People that are going to bars are between 20 and 50, they're not the main people that are getting this disease. Most of the bars, from just the two people before me, have caps of 50 people. So if we bring that cap down to 25 people, most people in our bars, in these tiny bars, they're 10 people, and they are spaced. They're not making major spread happen.

My second point to that is, I spent over $85,000 this year at Home Depot. Every time I go in there I see people buying poinsettias that are in their 50s. So, this is making me very upset that we are going to lose our businesses by these policies.

I just got a form from Wyandotte stating the COVID preventions. At the very bottom it said that churches and casinos are allowed to not follow these restrictions. This is not a fair playing field is what I'm getting at with these situations I'm pointing out. We just want to be fair. I'm not saying 2 o'clock in the morning; I'm saying 12. Let us make some money to survive and get through this.

I'm going to get off now because I don't want to waste anybody's more time, but my next question is: when are we going to vote so that we can bring money back into Wyandotte County and actually have our employees get paid? When is this decision going to be made to match Johnson County, if it is ever going to happen? Because if it doesn't happen, people are going to get really upset. Thank you.

Ms. Godsil said okay, our last speaker we have signed up is Vicky Kobialka, owner of Kobi's Bar.

Vicky Kobialka said my name is Vicky Kobialka-Freeman. I own and operate Kobi's Bar & Grill in Bonner Springs, Kansas, small-owned business for 33 years, I've been here. This COVID-19 has been bad for everyone and every business has suffered. One of the most detrimental issues

financially has been the 10 p.m. closing. Two minutes south of my business in Johnson County are several similar restaurants where you're allowed to open for two more hours until midnight. Five minutes north of my location is Leavenworth County, again similar to my business, and there is no time restrictions allowing these merchants to conduct business until 2 a.m.

These time restrictions are desperate and are literally driving customers and business away, not only for me, but for many other Wyandotte County businesses also. I find it hard to believe that the number of virus cases caused by the pandemic in this little corner of Kansas could cause three neighboring counties to have such variable degrees of restrictions. Please understand the difficulty that this restriction creates for us.

Since March of 2020, I had to lay off over half of my normal operating staff. Even after the initial shutdown was lifted, former employees were hesitant to return back to work, and customers were going to businesses elsewhere with no time restrictions.

We, at Kobi's Bar & Grill, Bonner Springs, Kansas, has stayed in compliance with all of COVID-19 restriction mandates. Based on the last two quarters' numbers, I will probably have to close our doors one or two days a week due to the lack of business and these restrictions on operating times. Losses that have occurred in the food industry not only affect me, but also municipal counties and state budgets, too.

January of 2021 would be a good time to consider the small business issues and hopefully improve changes that will reduce the loss of revenue to help hardworking businesses to stay in business. Thank you.

Chairman Burroughs said thank you, Ms. Kobialka.

Chairman Burroughs asked, staff, is there any other speakers? **Ms. Godsil** said we only had the four sign up ahead of time. **Chairman Burroughs** said thank you. This was an opportunity to hear from some of our small businesses that have reached out to the commission members. We thought it was appropriate this evening to request that opportunity for those that signed up to speak. I want to thank you for taking the time this evening to join us and share your hardships and the challenges you face due to the COVID pandemic. This was for information only. It was an opportunity for the public to express their comments, and we are grateful that we had four of those that chose to do that this evening. So, thank you. This was for public information.

Action: **For information only.**

ITEM NO. 7 – 20643…FOLLOW-UP: COVID-19

Synopsis: Follow-up by the COVID-19 team, submitted by Juliann VanLiew, Health Department Director.

Juliann VanLiew, Health Department Director, said good evening everyone, and thank you so much to the four of those businesses who came here this evening to convey to us what you're experiencing. I think first and foremost within the Health Department, we want to say that this is awful. We agree that this is awful. These are, first of all, not decisions that we take lightly, and second of all, not meant in anyway to be punitive or to be targeting certain businesses. We're trying to make the best decision we can with the information that we have. So, we absolutely hear you, and we are going to commit to reevaluating this amongst ourselves and with our fellow jurisdictions around the core four. I know our deputy health officer, Dr. Erin Corriveau, and our health officer, Dr. Allen Greiner, are also on the line, and would like to respond as well.

Erin Corriveau, Deputy Health Officer, said I just want to echo Juliann's sentiment this evening and how grateful we are that you came to the meeting to share with us how your businesses are doing, what you all are seeing and what you're feeling. It means a lot to us, I think, to understand that. It's very important that we understand that.

I do want to also echo that we hear you, and I think this is serious. We will absolutely commit to taking this back this Friday to our Director's meeting.

You know, we initially went with the 10 p.m. order to create consistency around the metro, and the inconsistency that's been pointed out this evening is in Johnson County. I believe they're at a midnight closing time at this point in time. We've already reached out to them, and we're having conversations with Johnson County about this as well, so we commit to continuing to talk through this with them. But we do want to try and create some semblance of consistency in our community.

The other thing that I wanted to say in the data that we're seeing is that sure enough, you know, our young people, those in the 20- and 30-year old range are, you know, comprising the majority of the cases that we're seeing in Wyandotte County. Whereas it's true that we don't see many

people dying or hospitalized in that age group, unfortunately it does just propagate the spread of the virus.

The virus is the real issue here and we are still continuing to see severe illness and death from the virus. So, we continue to worry about really any cases that come up in our community and are trying to sort of tamp that down. This was part of the attempt to do that and, you know, we understand also — we're doing the best we can to consider what we think might spread the virus. But, you know, again I think the economic impact of this, the mental health impact of this, and all of that is also on our minds and something that we do need to tend to. So, again, we'll be taking this back this week to our colleagues from other jurisdictions for a better look at it because, you know, again we appreciate what you all have said. Thank you.

Chairman Burroughs said thank you, Dr. Corriveau. **Ms**. **VanLiew** said Dr. Greiner, is there anything you'd like to add?

Allen Greiner, Health Officer, said nothing specific. I think Dr. Corriveau summed it up nicely. I just want to contribute as well that we really appreciate the input. We know this has had a devastating impact on businesses. I think that these businesses — and many of you have been real pillars of the community. You understand the balance here between trying to do something that will slow this down so we can get back to business as usual versus move ahead with things that we think could be risky. We're just trying to juggle that every day and it's a real struggle.

So, we appreciate the input and we'll continue to try to balance those things because we want to be like, you know, some of the places in the world that have gotten back to business as usual, and we want to do that fast. So, we're really working on it. We'll be pushing the entire metro to get on the same page because we know that's the most brutal part is that people are driving around doing different things in different jurisdictions. So, thank you.

Chairman Burroughs said thank you. Juliann, any other information you'd like to share? Remind the social distancing, handwashing, mask wearing, all those safety precautions are necessary to ensure that we can push back against this virus as much as we possibly can publicly and safely. Any closing comments?

Ms. VanLiew said no, you were beautiful just there. That was spot-on, Commissioner. Thank you so much. I would also, you know, the vaccines are the other antidote to this, right? So we

have set up a very large mass-vaccination site, and we are ready to vaccinate as many people as we can as quickly as we can get our hands on that vaccine. So, just ask you to all please spread that message that when it's available, people come to get their vaccines so we can really get all of our businesses operating fully. Thank you very much.

Chairman Burroughs said thank you. I do want to thank the three of you for joining us this evening to hear the concerns that we, as commissioners, have been hearing from our small businesses, especially those small businesses, bars and restaurants, the impact, financial and emotional impact it's had on them. So, thank you for joining us this evening. This was for public information only. I do want to again thank our conferees this evening.

Action: For information only.

ITEM NO. 8 – 20667…RESOLUTION: SECOND AMENDMENT TO DOWNTOWN CAMPUS DEVELOPMENT AGREEMENT

Synopsis: A resolution adopting the Second Amendment to the Downtown Campus Development Agreement, submitted by Katherine Carttar, Director of Economic Development.

Chairman Burroughs said Item No. 8 was the blue sheet item that you should all have received prior to this evening's meeting.

Katherine Carttar, Director of Economic Development, said as you can see, this is a second amendment to the development agreement for the Lanier United Downtown Redevelopment Project right there at 5th and Minnesota. Really what this is doing is, we had a date from the first amendment of January 15th as kind of the drop-dead date to have everything in place for the closing to occur, so that is when we would actually transfer the property to Mr. Lanier and his company. What we're requesting with this second amendment is to push that by 60 days, so to March 15th. There is an ability for Lanier United to get some additional and far more favorable financing. I'll turn it over here to Willie to kind of explain the circumstance and why we think this is a good extension to grant.

Willie Lanier said we are looking to, as Katherine said, obtain an extension of our drop-dead date, strictly and due only to the opportunity that has been presented to me and the company from LISC regarding funding. LISC has national — has received opportunity based on the 2020 Social Justice Movement, a new fund that is in excess of over $200 million has been created. The fund is tailored to black developers and black economic development across the country. The fund was funded by Netflix, Costco, PayPal, companies of that nature.

LISC reached out to me at the early part of December and said that we would like to submit this project as a target for this new fund that we think would be — it meets all the objectives of this money. At such this time, I had a couple of conversations with them, and I believe it is very valuable.

What it could do for the project is – from a very practical standpoint, up to maybe a one point less in interest rate. Could be some more favorable terms in terms of our ratios that we perform to.

It would also allow me to do, as Katherine said much earlier tonight, absorb some of the costs that have gone up and escalated during 2020 i.e., lumber and so forth, to the extent that we are looking at being somewhat different and looking at a light-gauge metal structure in lieu of lumber, just because the pricing has gotten so high. We may be able to build a better building for almost equal price because of the cost – the fact that lumber is so high.

I do believe that we have methodically gone through everything that I was supposed to do in working with the Unified Government over the past year, and we know that our first amendment that we asked for back in July or June, so to speak, was – in order for us to get our incentives and our rezoning synced up together. We were able to do that through amendment one.

I am asking for amendment two so that we have the ability to flush out any other benefits that the new financing opportunities would bring to the fold here. Clearly, the traditional lenders don't have the ability and/or private business desire to create lending that's more attractive such as the new LISC funds have come in most recently. With that, LISC has been put on notice that this is a short fuse in order for us to deliver, this new funding and the closing will not be extended past what I'm requesting for today. Any questions, please?

Chairman Burroughs said thank you, Mr. Lanier.

Chairman Burroughs asked, Commissioners, are there any questions? I don't see any hands. Well, congratulations, Mr. Lanier. I would assume that your project would be one of the first ones in the metropolitan area to be considered for the new funds that are available. **Mr. Lanier** said that is correct. **Chairman Burroughs** said that's quite an award to be considered on a project such as yours. The potential savings that it would present, should those funds become available – and the question I would have that I believe the Unified Government has put forward some hotel tax money I believe within the development proposal is, is there a possibility that those funds may not need to be used in this project? If the monies are more favorable through the financing? I mean, that's something I would think that would be a point of discussion for Katherine as well as the Economic Development team.

Mr. Lanier said well, I think for myself, I came to the Unified Government and said that I would try to do two things: I would try to be a catalyst for the downtown redevelopment area, and I would try to create opportunities for those that had not received the opportunities from an employment standpoint. The best I could, as being an individual developer myself, and because of that, I inherently bring more expenses and costs to my projects because of what I tell any municipality on day one what I will do. So I think that although I am going searching for savings, I turn around and I redirect those savings back into the community because that's consistent with what I said from day one. **Chairman Burroughs** said and I believe you will, Mr. Lanier, thank you for that comment. **Mr. Lanier** said yes, sir.

Chairman Burroughs asked, any other questions and comments from the committee? **Commissioner Johnson** said move to approve as submitted. **Chairman Burroughs** said, Mr. Johnson, we have to ensure we have no public comment first. **Ms. Godsil** said no public comments were received.

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

Adjourn

Chairman Burroughs adjourned the meeting at 7:44 p.m.

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ECONOMIC DEVELOPMENT AND FINANCE
STANDING COMMITTEE MINUTES
Monday, February 1, 2021

The meeting of the Economic Development and Finance Standing Committee was held on Monday, February 1, 2021, at 6:15 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: Melissa Sieben, Emerick Cross, and Alan Howze, Assistant County Administrators; Bridgette Cobbins, Interim Assistant County Administrator; Patrick Waters, Senior Attorney; Angie Lawson, Deputy Chief Counsel; Katherine Carttar, Director of Economic Development; Kathleen VonAchen, Chief Financial Officer; Debbie Jonscher, Deputy Chief Financial Officer; Reginald Lindsey, Budget Manager; Alley Porter, Commission Liaison; Shaya Lockett, Program Coordinator for Economic Development; Carol Godsil, Deputy UG Clerk; and Rocki Mayes, Program Supervisor in County Administrator's Office.

Chairman Burroughs said as we've been doing for a while now, before I call the meeting to order, I want to announce that due to COVID-19, some committee members, staff, and public are attending remotely via Zoom as well as on site. 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 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 COVID-19 requirements, in-person public comment has been suspended unless otherwise required by law. The public is allowed to participate by Zoom or 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 I do not believe there's any revisions to the agenda this evening. Staff, please make sure that's accurate. **Ms. Godsil** said there are no revisions.

Approval of standing committee minutes from November 2 and 30, 2020. **On motion of Commissioner McKiernan, seconded by Commissioner Walters, the minutes were approved.** Roll call was taken and there were six "Ayes," Bryant, Walters, Johnson, Townsend, McKiernan, Burroughs.

Chairman Burroughs said thank you committee. I did ask for a vote on those because we had two sets. I wanted to ensure that we did get them both approved and there will be no confusion on that.

Committee Agenda:

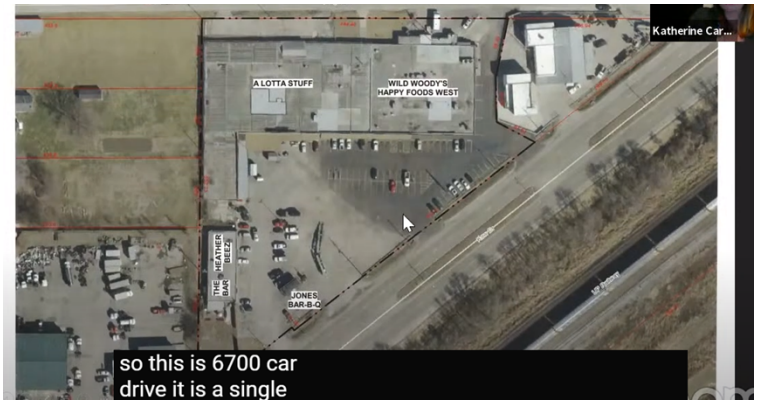
Item No. 1 – 2112…RESOLUTION: SET PUBLIC HEARING FOR THE CREATION OF A REDEVELOPMENT DISTRICT AT 6700 KAW DRIVE

Synopsis: A resolution setting a public hearing date of March 25, 2021, for the creation of a redevelopment district at 6700 Kaw Drive, submitted by Katherine Carttar, Director of Economic Development

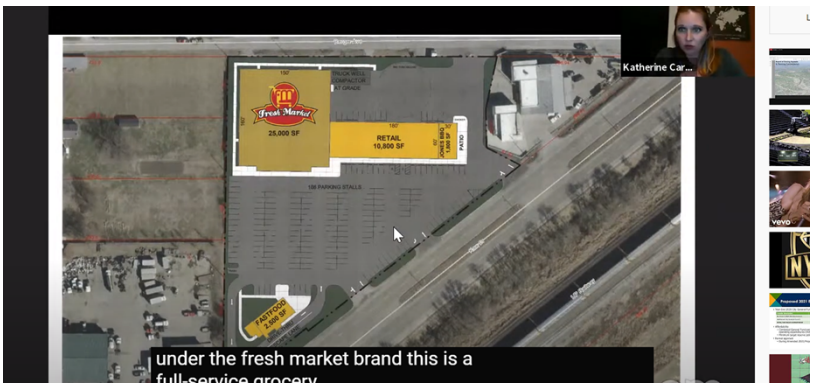
Katherine Carttar, Director of Economic Development, said what is in front of you this first item tonight is a resolution to set a public hearing date. So, again, this is not going into the project but is setting a public hearing date for the creation of a redevelopment district with a TIF district, with that process. It's quite a lengthy statutorily required process that first requires you all to vote on setting a date. We are looking—we're almost two months out in terms of the actual public hearing which we are proposing be on March 25th.

I'm going to give just a very brief kind of teaser about this project. Then at the next month, our EDF meeting on March 1st, I will go into an actual full presentation of this project which would also include the development agreement so you will have a full presentation prior to the

public hearing on March 25th. But, again, this action tonight is just solely setting the public hearing date.



This is 6700 Kaw Drive. It is a single parcel right here. You can see the outline in black. You got the Happy Foods, a whole lot of stuff. Heather Beez, which is a restaurant that actually closed a couple of months ago during the pandemic, a bar and I believe it also closed, and then Jones Bar-B-Q brought some kind of reinvigorated this parcel here just a couple of years ago.



This proposal would be for this parcel to turn into a TIF district for a single project plan. Here's the teaser. What they are planning to do would be to build a brand-new grocery store under the Fresh Market brand. This is a full-service grocery store, bakery, meat counter, great produce. There's, I think, three others in the metro area. One in KCK on Metropolitan, if you would all like to check it out, as well as additional retail space and a permanent location for Jones Bar-B-Q. They would also have some indoor seating as well as retain the great patio and their smoker and stuff outside. And then finally, some fast food as well.

This is just, again a little teaser on what's coming to you next month where we'll have a much more robust presentation, but I would ask you tonight to set the public hearing date for March 25th.

Chairman Burroughs said committee, I'm going to ask staff first if there were any members of the public that may have had any questions or comments. Hearing none, committee, any questions or comments of Katherine in reference to the presentation?

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

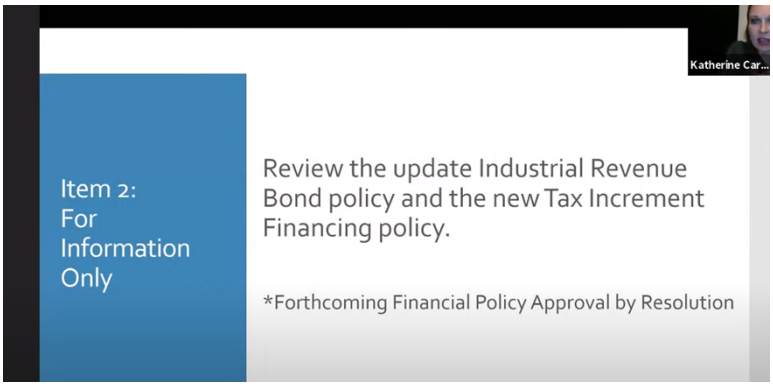
Bridgette Cobbins, Interim Assistant County Administrator, said Commissioner Johnson has his hand up. **Commissioner Johnson** said I just hit the wrong button. I'm sorry, Chair. **Chairman Burroughs** said that's all right. It was awful quiet there. I just wondered if we were even on line here for a minute.

Chairman Burroughs said we have a motion and a second to approve the public hearing date to March 25, 2021, I believe it is. With that, I would ask the Clerk to please call roll.

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

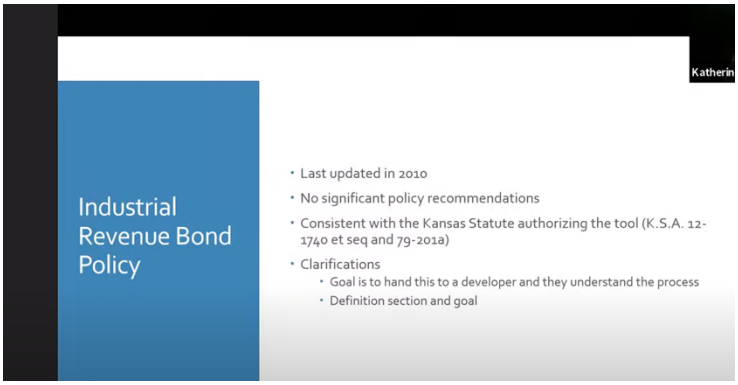
Item No. 2 – 2111…REVIEW: IRB AND TIF POLICIES

Synopsis: Review of updated Industrial Revenue Bond policy and new Tax Increment Financing policy, submitted by Katherine Carttar, Director of Economic Development.

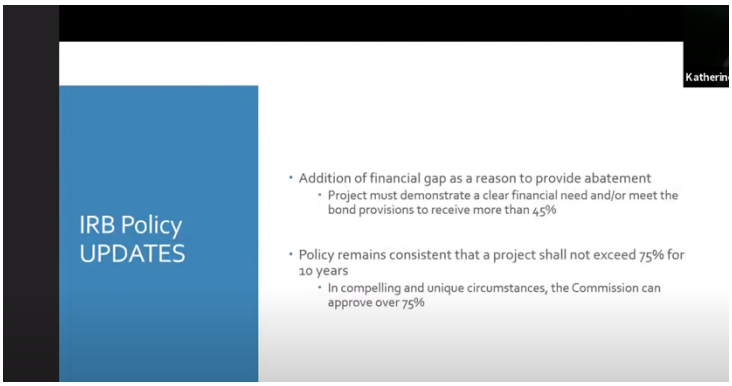


Katherine Carttar, Director of Economic Development, said this is for information only. There are two different policies that since I arrived, started working for the UG back almost three years ago now, I wanted to actually codify a lot of the stuff that we do into policy form and update some, so that is what I'm bringing forward to you today.

It's two different policies. One is an update to the Industrial Revenue Bond policy. The other is a brand-new policy for tax increment financing. The plan would be to get your input both tonight, but then also into the next couple of weeks, even months, depending on your desire and then Kathleen VonAchen and myself would be coming forward with a kind of packet of financial policies that would be approved in one full swoop. This would be part of that package.



I'm just going to hit some of the highlights. The policies are in your packet in their full form. Some of the changes, clarifications, that type of thing that I want to draw your attention to. In terms of the Industrial Revenue Bond policy, this was last updated in 2010. There really aren't honestly significant policy recommendations, changes. Really, what I'm going for here was to really just provide far more clarity. There were areas that were—everything is obviously very consistent with the Kansas statute, but in terms of what kind of our actual process and how we do things. There's little to be desired.



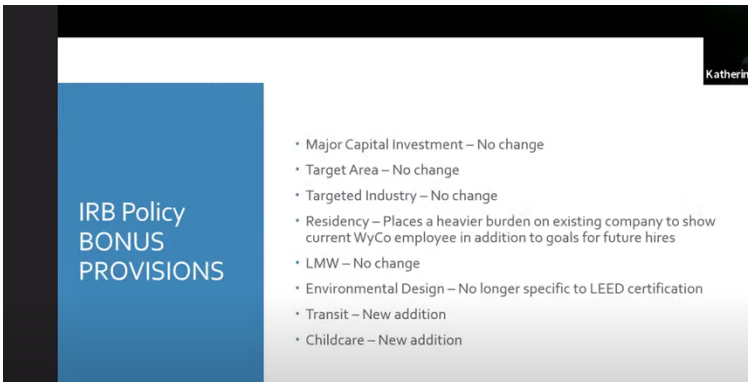
For example, there—just kind of a couple of the updates. Again, I wanted to make sure that the policy actually reflects what we are generally doing and what you all have made clear you would like to see in terms of how we deal with these types of projects.

Two kind of updates in terms of the percentage. One is adding, so, we've got every project gets—not every project, but every project that's eligible, you start with a 45% base abatement and then there's ability through bonus provisions. Sorry, that should say bonus, not bond provisions—bonus provisions to receive more than the 45% up to 75% abatement at the high end.

What I wanted to add here is that not only are we looking at those bonus provisions, but also looking at the financial gap. This can go both ways. One, in some instances they may not need more than the 45%, even if they do get some of these things. If this is filling the gap, then that is the financial gap they have. That's the amount of abatement that is necessary.

There are also situations where there may be because of the bonus provisions, and I'll get into what those like, there may be a situation where there's other policy reasons why, you as a committee and the commission, would want to provide additional abatement, but it doesn't quite work out in terms of the bonus provisions. This just really provides you with a bit more flexibility when it comes to really analyzing that financial gap and making sure that we are not giving any additional benefit; that we are really only filling that gap at the maximum.

Additionally, we have retained the plan that the projects—no project shall exceed 75% for ten years. Of course, any compelling and unique circumstances, the Commission can approve more than that. At least in my time here, that has not seen to be the case, but again, it would be up to you if that situation did present itself.



In terms of the bonus provision, so, again, once you get that 45%, this is how you get kind of over that 45% abatement up to the maximum 75% abatement. Major capital investment, that has remained the same. Target areas also has remained the same. This is geographic areas. Targeted industries also, no change. All very consistent with what you've been seeing here in the past few years.

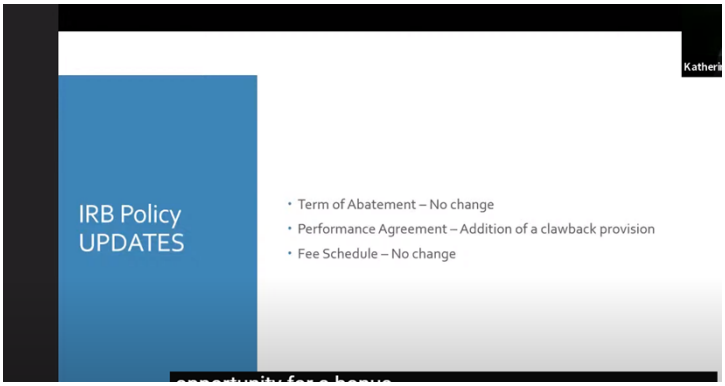
Residency. This is one where I really wanted to try to place a heavier burden on companies that are currently in Wyandotte County, in KCK. They are wanting to build an additional property or they're wanting to build an expansion. This is a great tool for that. So, instead of solely focusing on future hires, which gets a little complicated with a project with a program like this because that really puts a lot of the impetus on kind of looking forward and making sure that they did what they say they're going to do, even though we would have already had the bonds issued and all of that. I wanted to kind of add something to this where if you are a current Wyandotte County company and you are wanting to use this program to build another building, expand, I want to know what your existing company is. What percentage of your existing workforce live in Wyandotte County? That could be in addition to—you wouldn't get additional bonus for that, but I think that is an important thing to see past performance could frequently dictate future performance.

LMW, no change. Environmental design, that was specifically called out that you needed to have LEED certification over the last 1, years. LEED is just one of many environmental design certifications that can be achieved, so we have made that. It's not solely LEED. It gives a little more flexibility there.

New additions are actually transit and childcare. These are two things that particularly—our work with the Wyandotte EDC has really focused on the new project URBAN, the URBAN Outfitters out by the Speedway is a great example of how we were able to utilize these. Where we see transit and making sure, especially with industrial projects which is really what this tool is

focused on, that you are able to get the workforce, the workforce in Wyandotte County to the jobs that are being built as part of this program. So, to do that, we want to make sure that our transit system is robust and that is really taking into account where the new jobs are. If there is, and again, all of this is called out in far more detail in the plan or in the policy, but if there are actual transit and transportation provisions made, there is a bonus that can be achieved as well as the childcare.

This is another one that we've seen over quite a long time. There is far more childcare options that are needed in Wyandotte County to make sure that the folks that live and work here are taken care of and have that continuity of care. Another one that is worked into the program and you can prove that to us, then that would be an additional opportunity for a bonus.



In terms of abatement, that's all statutorily required so no change. The performance agreement, we did add a little more strongly some provisions for a clawback. This is basically if you had said kind of all of those bonus provisions, if you said you were doing X, Y, and Z and then in our annual reports we realize that you have not met any of those, then we actually would have the ability to either reduce the abatement, the annual abatement, or in some extreme cases actually cancel it completely. This really is to ensure the folks that are utilizing this tool are doing what they claim they were going to do with the project.

The fee schedule. There is no change. That's another one that in the meantime, both Legal and Finance have reviewed this. I'm having them review since this is important, that fee schedule, having them review that one more time before it would certainly come back to you all for approval.

So that is the Industrial Revenue Bond policy. I can pause there if there are any questions before I move on to the TIF.

Chairman Burroughs asked, committee, questions?

Commissioner Johnson said, Katherine, I just wanted to applaud the addition of the transportation and the childcare. I think it speaks to the changing demographics in Wyandotte County. I think it also speaks to a means by which we can help to increase or to better the quality of life for our residents here that might not otherwise be able to have obtained those jobs. I think we saw that evident in the URBAN Outfitters presentation if I'm not mistaken or something of that nature. I'm glad that this is something that we're going to add as part of our normal process. Again, just wanted to tip my hat and say I appreciate that; appreciate you all for deciding to add that to the place where we can get some additional incentives there.

Chairman Burroughs said I don't see any other hands. Katherine, I have two questions if I may. One of them being the commencement of abatement and I believe it was toward the end of your presentation two pages back. I don't have a page number. It would be under, just terms of abatement Item C. **Ms. Carttar** said, oh, sure**.**

Chairman Burroughs said I had a question just for clarification. I believe I do understand what it dictates here. The IRB that is presented for the addition of an existing business**.** The entire business is—the business that is there initially is still taxed at the rates it is and they're paying their base. It's commencement of the new part of the busines and the new building that will come on after the calendar year once they have received, once they start their business with the new development, correct? **Ms. Carttar** said that's exactly right. **Chairman Burroughs** said wonderful. I wanted that clarification. I wanted to make sure I read that properly.

The next one I have is on the next page, Item No. 7D Clawbacks. I'm pleased to see that in there. Even the State is taking action on modernizing their clawbacks and putting a little more emphasis on them. Who will, it doesn't state in here, who will be checking on the criteria of those businesses to determine if clawbacks are necessary? It's great to have it in language; it's another thing to have someone that's responsible for doing that and presenting it back to the Commission for consideration**.**

Ms. Carttar said that's a great point and I think a big reason why a lot of cities don't do it is because it is additional work. With the IRB, there actually is a requirement by the State, so by state statute, to have an annual report. We receive not only an administrative payment, typically it's $1,000 from each company that has an IRB, plus they have to provide us with quite a lot of information. We would be adding to the required information that they have to provide us annually any of these things that we have added so the transient, the childcare, to ensure that they are still on track. If they have, for example, oftentimes companies will promise they will hire a certain number of employees during, you know, new hires. That's one that we've been tracking now for a number of years to make sure that they actually hire the number that they say they're going to hire. If they don't, they're kind of within the realm of, okay, you missed it by two employees or wow, you're 100 off, now we need to actually take some action. We do receive that report annually.

Chairman Burroughs said it says we reserve the right to alter or terminate, and I think that's important. You gave two good examples. One, two people shy of meeting their mandate versus 100. Those are two extreme measures. We have the right to alter and/or terminate the tax abatement, which I think is extremely important. My concern was that we have a remedy to at least follow-up that someone or somebody will be making those checks and balances to ensure that we have some meat into this callback policy**. Ms. Carttar** said yes, agreed. **Chairman Burroughs** said thank you. That's the end of my questions.

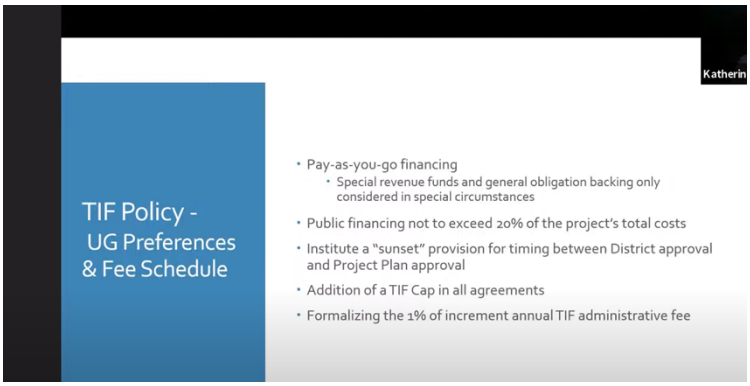
Chairman Burroughs asked, committee, any other questions? Staff, anybody from the community want to speak. Seeing none, we will move on.

Ms. Carttar said the TIF policy, Tax Increment Financing, this is actually a policy that we have never had specific for the Unified Government. It was kind of rolled into a general abatement policy, but it didn't quite fit there because a TIF is not an abatement. It's actually a redirection of the incremental funds. I feel like this is an important one to make sure that we have kind of a standalone policy.

Again, consistent with the Kansas statute authorizing the TIF for our use. Really a lot of what you will see in this one, you'll kind of look at it, especially this committee, who is very well aware of how we do TIFs, what are the different provisions. You'll look at this and say yea, this is everything we already do, so what are you talking about and that is exactly right.

So, really what we are trying to do here is actually codify those preferences which you have seen as one opt in each of our development agreements but making sure that we're kind of actually showing it as a real policy of the Unified Government Commission rather than something else that we have to negotiate with every single development agreement.

Additionally, just having a policy. Frequently, we'll have a developer who's interested in potentially doing something and have a lot of questions. If there is something that I can hand them and say, here's our process, here's what the Commission really focuses on, they can actually look at this and get a lot of their questions answered and then we're kind of hitting the ground running.



A couple of just these preferences and the fee schedule that I wanted to point out that are a little different from just the Kansas statute that a lot of this is just showing people these are the things that are required, etc., etc. In terms of actual preferences that are stated, one being that the Commission really prefers pay-as-you-go financing. So, that is pretty much all of the TIFs that you've seen since I have arrived, I believe.

The UG, is not going to be authorizing any special revenue bonds, certainly not any general obligation bonds, which include the backing of the Unified Government. Those types of financing tools, which are available under TIF, but really are for those very special circumstances that are just really above and beyond for just your general TIF. Already, you have to be a project that's a bit above and beyond, but we certainly prefer pay-as-you-go as a way to regulate that.

Additionally, the public financing should never exceed more than 20% of the total project costs. This again, something that you see in all of our development agreements. This is spelled out, but we wanted to make sure that this, again, is codified in the policy.

Another one is a sunset provision. So, this is something that we've only recently started adding into the development agreement. This is, for example, in this case it actually worked out well for us. I don't want this to become the norm.

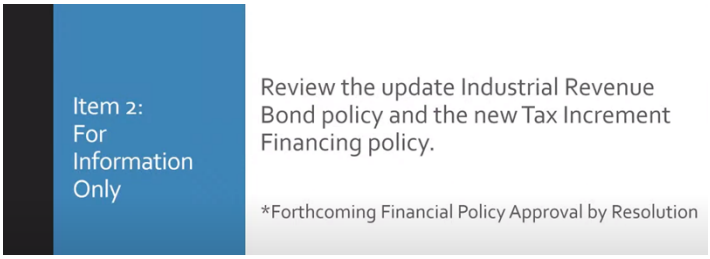
A good example is the Epic TIF so that is where the Menards at 18th & I-35 is going. This is a district that was put in place almost 20 years ago, so that really kind of shows you how long it could take between the approval of a district and a project plan. However, that's a really rare circumstance that, in this case, worked out. But, in most cases, if you have a district that's put in place, we want to know that there is a plan that is also coming quickly, now recognizing that some districts you have multiple plans. That's why I don't put a specific number of years in here, but I want to make sure that is something that we are always looking at and adding into our development agreements. We would like to see that you have started the project and finished it at a certain time

in that project plan that you are presenting to the Commission for approval, as well as kind of what those future phases, kind of get some realistic timelines for those.

Another one is an addition of a TIF cap. This is kind of tied to that public financing, but not to exceed 20%, but also a lot of times we talk about a TIF that it is a certain percentage of the incremental property value for a certain number of years which is great, but there's quite a lot of variation in terms of, we do our best guess in terms of putting those numbers in front of you, but really it depends on the Appraiser's Office and BOTA what is that incremental value. We're not always exactly right in terms of what that percentage is. It's kind of a best estimated. That's why I think adding a TIF cap in addition is really helpful because if for some reason, or the project grows, that's also another good reason to go back and put more investment in and they have reached that gap that they had, they reached it faster than we had anticipated. Again, our whole goal is only to provide as much as necessary to get the project done and no more. We don't want any of these projects profiting off of these incentive tools. If you reach that cap before the percentage that we had estimated, then that TIF is terminated.

The final thing, this is another one that you've seen in all of the development agreements recently, but actually formalizing that there is a 1% of that increment, which is an annual TIF administrative fee. Our Finance and Treasury departments put in a lot of work annually on all of these TIFs, so making sure that the Unified Government is compensated for their time throughout the life of the TIF is important.

With that I'm done. Any other questions on TIFs?



Chairman Burroughs asked, committee, any questions of Katherine? I see no hands up at this time. Katherine I have one question and a comment. I'm pleased to see that we're getting into a formal document; something that we can refer to. The feasibility study**.** These were never in writing? These were just requested, correct? **Ms. Carttar** said the feasibility study, again, it kind of depends on the type and need, but we fully base that on the Kansas State Statutes and when

those were required. So now, we're making that a little more clear, I think**. Chairman Burroughs** said well, thank you. I'm pleased to see us have some formal policy in place.

Were these, did these policies come from an organization to help us do this or did our Legal put this together? **Ms. Carttar** said actually, my department put it together. Legal looked it over so we didn't do anything that was crazy.

Chairman Burroughs said well, I do have a question on the very last page, page 6, right underneath the fees that were subject for review. Under other items, it places the County Administrator is authorized to establish the fees ranging from $250 to $2,500 per request, including requests for time extensions to the agreements and project plans, and requests for amendments to existing agreements. Is he going to have sole authority to do that without going to Legal or without bringing it back for Commission approval or Commission input?

Ms. Carttar said as it would stand, yes, within that certain range. Basically, at this point, we do not have an application fee. If someone comes back to us and says hey, I have this TIF and I want to totally change it. There is nothing in writing because it's not part of the Kansas State Statute that we can actually add an additional fee for our time. This would be something that presumably it may be another 10 years if we look at the IRB, for example, before we really review this policy and update it again. Now, of course, that doesn't have to be the case, but in preparing for that eventuality, if there is kind of looking around, we'd like to increase any of those at any time that would be part of the fee schedule. I believe the entire fee schedule does get presented to you all, but we would not bring this as a specific kind of standalone edit.

Chairman Burroughs said okay, I guess, in rereading it and listening to your explanation, I read it to understand that this didn't relate just to the fees; it related to the agreements themselves that he had the authority to change amendments to existing agreements. **Ms. Carttar** said no. **Chairman Burroughs** said that was a misunderstanding on my part. **Ms. Carttar** said, yes, to adjust the fees. **Chairman Burroughs** said to estimate fees and charges for those issues pertaining to the TIF and/or the design of the project and those changes. That's all I have.

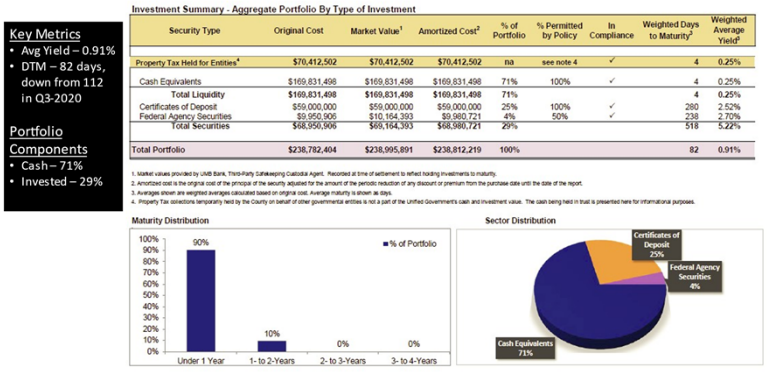
Chairman Burroughs said, committee, anyone else? **Ms. Carttar** said if there are any other comments, please reach out. We'll anticipate bringing this forward in the next couple of months with kind of the larger packet of financial policies. **Chairman Burroughs** said great. Katherine, thank you. I think it's very important, very forward-thinking and establishes written policies and

procedures in how we are to operate. I think that's extremely important. Kudos to you and the department and Legal for putting something together to protect the interest of our community.

Item No. 3 – 2110…REPORT: FOURTH QUARTER INVESTMENT

Synopsis: Fourth Quarter 2020 Investment Report, submitted by Rick Mikesic, County Treasurer; and Andrea Parra, Deputy County Treasurer.

Rick Mikesic, County Treasurer, said we're here tonight to do our presentation which we do every quarter which illustrates where we are with our investment. Tonight, we have the fourth quarter investment report that we'll go through. At this point, I will turn it over to Andrea Parra, who is our Deputy Treasurer and Cash Manager.



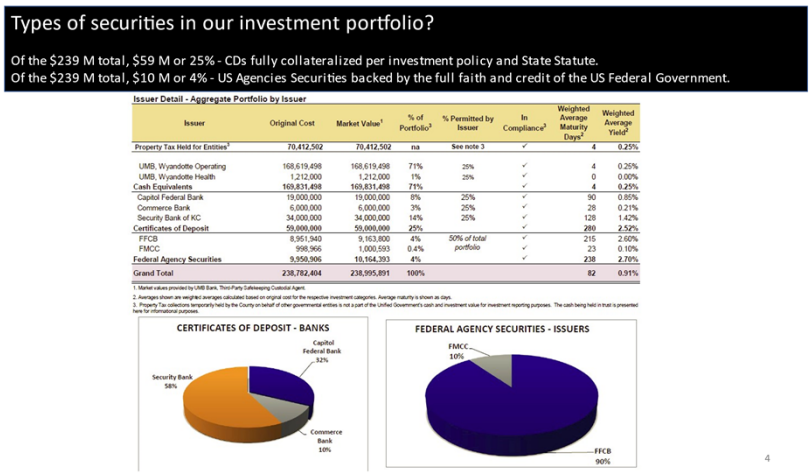
Andrea Parra, Deputy Treasurer, said we are here reporting on the 4th Quarter of 2020 Investment Report for the year end. It's going to be pretty quick. Not a lot to really report in a positive way. Average yield showing at .91; excuse me, days to maturity are down to 82 for the yearend. It was at 112 days from Quarter Three. A lot of those long-term investments had finally matured that we're put in place prior to Rick and I that have lowered that amount of days.

Portfolio components. We were at the end of year at 71% cash and then about 29% in investments. Just shy of almost 90% of that is all within one year of things that Rick and I had done early on last year that will come up here in the next quarter or so for maturity.

The next item is just a few key metrics as far as the yield. It is down. It was at .96 from Quarter Three so, of course, beating our target T-Bill rate which is at .11.

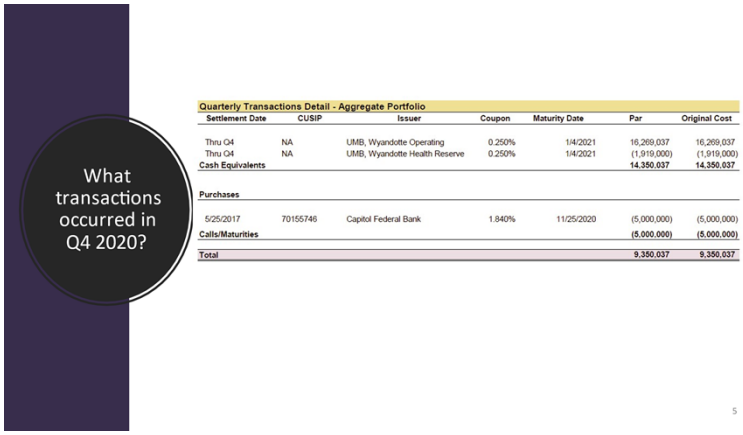
Issuer compliance; one thing that we will always try to strive to meet. Full year of 2020, we can excitingly report that we stayed within compliance of that rule in our policy all four quarters, which is great. Hopefully to keep that as much as possible. I know it is a note that we like to mention every time we meet with you all.

Interest was down. That is to be expected because of the pandemic. A lot of things were going on in '19, now were not going on in 2020. Hopefully, we can make a better change there. Again, the market is the market. Right now there's not a lot we can really do.

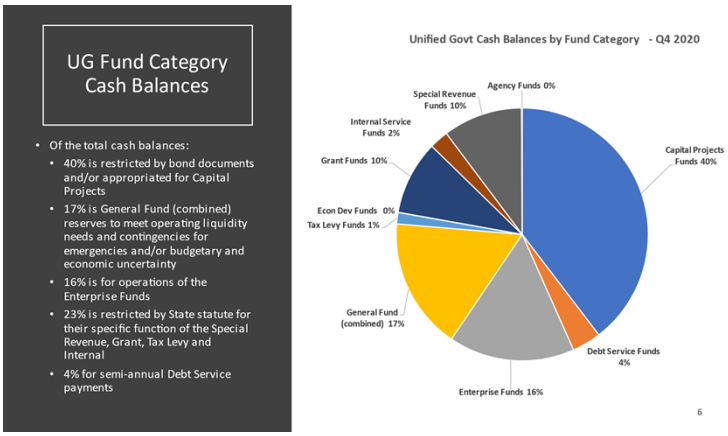


The next slide shows just kind of where the portfolio sits, right about $239M in total; 25% of that is CDs and then the other 4% is going to be about $10M in agencies. We have two of them at this

point that were both long-term prior to Rick and I, one of which is coming up to mature soon. The other one, I believe, is in about a year or so. Other than that, we have a few financial institutions left. Three of them, as you can see, Capital Federal, Commerce Bank, and Security Bank of KC.



The only other thing we really wanted to report on would be our next slide here of kind of what happened. Very little. We had one maturity. Capital Federal Investment that was set up in 2007 by my predecessor—sorry, 2017, matured another long-term investment that came in due. We did not go out for bid. We still don't have any plans to. That coupon rate is where it sits as of this morning. Investments as well. It has not budged in probably three quarters or so. Until we see that get up there, we probably have no reason to go out for bid unless there is a particular thing we think we might want to try. We're open for ideas, thoughts, comments, something maybe unique or short-term, but we just don't really advise right now based on the market.



With that, just kind of going over the fund category cash balances of where the whole portfolio sits based on fund. 40% is restricted by bond documents such as capital projects. 17% of that is

going to be the General Fund. There's a few things combined there. We have 16% that is for operations of the Enterprise funds. 23% is for restricted State Statues for things like the Special Revenue, Grants, Tax Levies, and then 4% is Debt Service payments that we have semi-annually. We want to speed through that. Of course, I can go into any questions, comments, concerns, otherwise, we're about done with this.

Chairman Burroughs asked, committee, any questions? I see no hands at this time. I have one question. Do you know what the dollar amount is for the 4% on the annual debt service payments? **Ms. Parra** said not at this very moment, but I can provide that after the day. Just for me to be able to get that number, I would have to remote into my system and it's not something that I can do quickly for you. I can get that to you as soon as tomorrow.

Chairman Burroughs said 4% is a small number, but it could be millions of dollars and it would be important if we had a dollar value associated in that annual debt service payment. It would help with the budget situation coming forward with the Commission.

Thank you for some of the most trying of times financially for us and keeping us in the positive cash position you have. In your presentation for the Fourth Quarter, you're to be commended

Kathleen VonAchen, Chief Financial Officer, said I can tell how much is in the debt fund at the end of 2020 if you can give me just two seconds. I did want to point out, though, that any ending cash that's sitting in the Debt funds, by statute, has to remain there and can only be used to pay debt service.

I'm looking for the report right now. Just two seconds. **Chairman Burroughs** said, Kathleen, you can find that and send it to me. I'm the one who had interest in it. I'm just trying to…**Ms. VonAchen** said I have it now. It's roughly, this includes all of our city, our county, and all of the TIF funds. There's roughly $4M in TIF. The total is $7.8M, $4M of it is in our TIF funds and the remainder is in our City and our County Debt Service Fund. **Chairman Burroughs** said thank you for that, Kathleen.

Committee, should you have any other questions, please don't hesitate to reach out to either Andrea or Rick or Kathleen. Again, I want to commend you all for providing us this information and for looking out for our best interest financially. Thank you for your report.

Action: For information only.

Adjourn:

Chairman Burroughs adjourned the meeting at 7:00 p.m.

tk

Staff Request for Commission Action

Tracking No. 21726

Full Commission Meeting Date: 4/08/2021
Committee: Economic Development & Finance

Date of Standing Committee Action: 3/29/2021
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
3/16/2021	Angela Lawson, Debbie Jonscher	573-9032, x5847	alawson@bpu.com, djonscher@wycokck.org	Finance

Item Description:
Approve a resolution authorizing the Board of Public Utilities to enter into a loan agreement with the Kansas Department of Health and Environment's State Revolving Loan Fund Program.

Action Requested:
Approved

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

Attachments List:
UG Resolution approving Water Loan - BPU Water Loan 2021, Board Meeting KDHE Loan Board Presentation-012021_final

RESOLUTION NO. R_____

A RESOLUTION AUTHORIZING THE BOARD OF PUBLIC UTILITIES OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO OBTAIN A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY FUND ADMINISTERED BY THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") is a municipal corporation duly organized under the laws of the state of Kansas (the "State") as a consolidated city-county; and

WHEREAS, the Unified Government owns and operates a public water supply and distribution system (the "System"), which is managed, operated, maintained and controlled on a day-to-day basis by an administrative agency of the Unified Government known as the Board of Public Utilities (the "BPU"); and

WHEREAS, the Board of Directors of the BPU (the "BPU Governing Body") has heretofore determined it to be in the best needs of the customers of the System to undertake certain modifications and improvements to the System, including (i) 7 MG Argentine Reservoir at an estimated cost of $10,000,000, (ii) replace aging distribution mains at an estimated cost of $9,000,000, (iii) transmission main from 90th and Parallel to I-435 and France Family Drive at an estimated cost of $2,000,000, (iv) electrical improvements at Nearman Water Treatment Plant and pumping stations at an estimated cost of $1,500,000 and (v) replace 24-inch main at 12th Street and Kansas River at an estimated cost of $2,500,000 (collectively, the "Projects"), and to pay Loan origination costs; and

WHEREAS, pursuant to K.S.A. 65-163c et seq. (the "KDHE Act"), the Kansas Department of Health and Environment ("KDHE") administers the Kansas Public Water Supply Fund (the "Fund") from which loans are made to certain qualified Municipalities (as said term is defined in the KDHE Act) to finance modification and improvements to public water supply systems; and

WHEREAS, the BPU has heretofore made an application to KDHE for a loan in an aggregate amount not to exceed $25,000,000 (the "Loan") to finance the Improvements; and

WHEREAS, the BPU Governing Body has heretofore conducted a public hearing on the advisability of proceeding with the completion of the application for the Loan and has authorized the appropriate officials of the BPU to accomplish the completion process; and

WHEREAS, the Board of Commissioners of the Unified Government wishes to authorize the BPU to enter into the Loan to finance the Improvements; and

WHEREAS, in order to maintain flexibility for a future refinancing of the Loan with utility system revenue bonds, the Board of Commissioners of the Unified Government also wishes to authorize the issuance of utility system revenue bonds as an alternative financing source for the Improvements, and accordingly, pursuant to the provisions of Charter Ordinance No. CO-5-01, as

amended, Article 12, Section 5 of the Kansas Constitution and K.S.A. 10-1201 *et seq.*(collectively, the "Act"), the governing body of the Unified Government has determined that it is advisable to publish in the official newspaper of the Unified Government a notice of the Improvements to the System at an estimated cost of $25,000,000 and that utility system revenue bonds of the Unified Government may be issued in an estimated amount of $25,000,000 plus the cost of any required reserves, costs of issuance and related expenses; and

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

Section 1. Approval of Improvements. The governing body of the Unified Government hereby approves the Improvements at a total estimated cost of $25,000,000.

Section 2. Approval of Loan. The BPU is hereby authorized to obtain the Loan in order to provide financing for the Improvements.

Section 3. Approval of Issuance of Bonds as an Alternative Financing Source for the Improvements; Necessary Action. In order to maintain flexibility for a future refinancing of the Loan with utility system revenue bonds, the Unified Government also authorizes the issuance of utility system revenue bonds in the principal amount not to exceed $25,000,000 plus the cost of any required reserves, costs of issuance and related expenses as an alternative financing source for the Improvements, provided that any such issuance of utility system revenue bonds shall require further approval by the Unified Government of the sale of any such bonds prior to any such issuance. The governing body of the Unified Government hereby directs that notice of the Improvements to the System and the possible issuance of such bonds be given as provided by the Act, in substantially the form attached hereto as **Exhibit A.**

Section 4. Further Proceedings. The Mayor, Unified Government Clerk and other officers and representatives of the Unified Government are hereby authorized and directed to take such action as may be necessary to implement this Resolution.

Section 5. Effective Date. This Resolution shall be in full force and effect following its adoption by the governing body of the Unified Government.

ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas on _____, 2021.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
Mayor/Chief Executive

(SEAL)

ATTEST:

_____
Unified Government Clerk

Exhibit A

(Published in *The Wyandotte County Echo* on _____, 2021)

NOTICE

Notice is hereby given that pursuant to a resolution of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), adopted _____, 2021, the governing body of the Unified Government has approved making improvements to the Unified Government's water utility system including a water reservoir replacement project at the Argentine Pump Station, transmission main and distribution main construction and replacement projects, and electrical improvements at the Nearman Water Treatment Plant and pumping stations (the "Improvements") at a total estimated cost of not to exceed $25,000,000 and the financing of the Improvements with a loan from the Kansas Department of Health and Environment, and has authorized the issuance of utility system revenue bonds as an alternative financing source for the Improvements under the authority of Charter Ordinance No. CO-5-01 of the Unified Government, as amended, Article 12, Section 5 of the Kansas Constitution and K.S.A. 10-1201 *et seq.* (the "Act"), in a principal amount not exceeding $25,000,000 plus the cost of any required reserves, costs of issuance and related expenses to pay the costs of the Improvements.

Notice is further given that the governing body of the Unified Government may issue its utility system revenue bonds (the "Bonds") pursuant to the Act in an aggregate principal amount not exceeding $25,000,000 plus the cost of any required reserves, costs of issuance and related expenses to pay the cost of the Improvements. The Bonds, if and when issued, will be payable solely from the net revenues derived by the Unified Government from the operation of its utility system.

If within fifteen (15) days after the date of publication of this notice, written protest against the Improvements and/or issuance of the Bonds for the payment of the Improvements is filed with the Unified Government Clerk and signed by not less than twenty percent (20%) of the qualified electors of the City of Kansas City, Kansas, the governing body shall submit the question of the proposed Improvements and the proposed issuance of the Bonds for the payment of the Improvements to the electors of the City of Kansas City, Kansas at an election for such purpose as provided by law. If sufficient protest is not filed, then the governing body of the Unified Government will proceed in accordance with the intentions hereinbefore declared and make the Improvements, and may issue the Bonds in an aggregate principal amount not in excess of $25,000,000 plus the cost of any required reserves, costs of issuance and related expenses to pay the costs of the Improvements.

DATED: _____, 2021.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
Unified Government Clerk

KANSAS CITY BPU
THE POWER OF COMMUNITY

REVIEW OF KDHE LOAN

January 20, 2021

KANSAS CITY BPU
THE POWER OF COMMUNITY

KDHE Loan Projects *(2021 – 2024)*

- 7 MG Argentine Reservoir - $10,000,000 *(2021- 2023)*
- Replace Aging Distribution Mains - $ 9,000,000 *(2021-2024)*
- T-Main 90th and Parallel to I 435 & France Family Drive - $2,000,000 *(2021-2023)*
- Electrical Improvements at NWTP & Pumping Stations - $1,500,000 *(2022-2023)*
- Replace 24 inch Main at 12th Street & Kansas River - $2,500,000 *(2021-2023)*
- KDHE Loan Amount - $25,000,000

KANSAS CITY BPU
THE POWER OF COMMUNITY

Argentine 7 MG Reservoir

KANSAS CITY BPU
THE POWER OF COMMUNITY

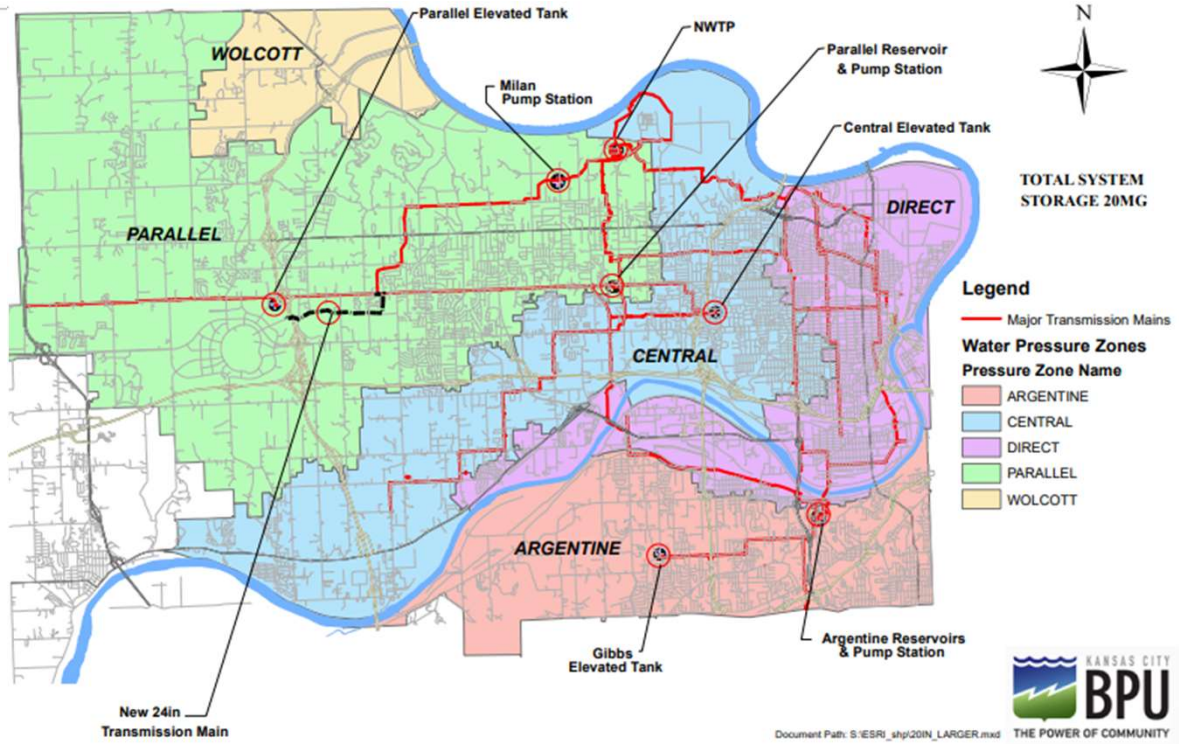
Aging Infrastructure - Small Diameter Mains

Highland Crest Area

KANSAS CITY BPU
THE POWER OF COMMUNITY

Existing 4 inch Main

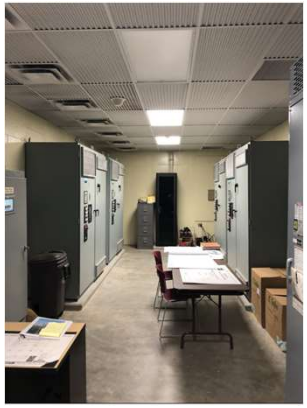
24 inch Transmission Main - 90th and Parallel to France Family Drive



24 inch Transmission Main - 90th and Parallel to France Family Drive

KANSAS CITY BPU
THE POWER OF COMMUNITY

Electrical Improvements at NWTP & Pump Stations

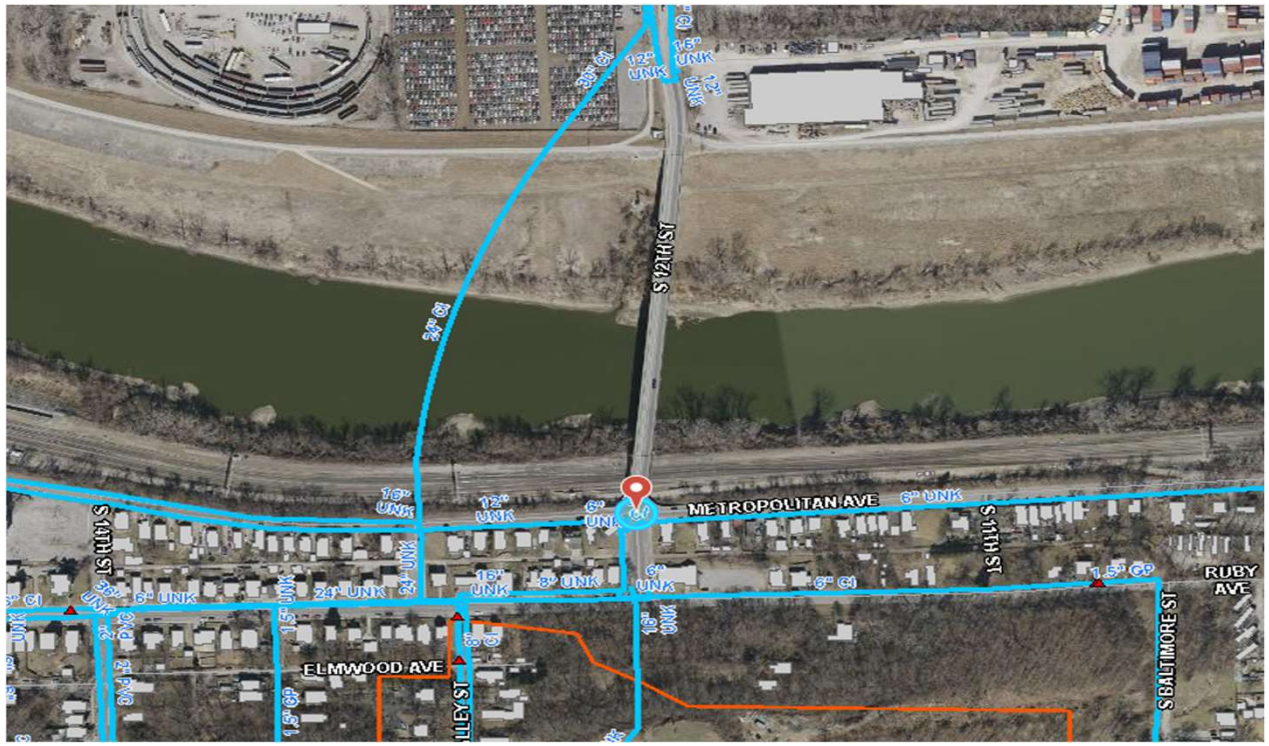


New Project - 12th Street River Crossing

- Transmission Main Crossings on the Kansas River
  - Turner Diagonal: Channel Crossing with 24 inch main installed 2002
  - 18th St. : Bridge Crossing with 24 inch main installed 1959 and anticipate replacement with KDOT Bridge Project Scheduled for 2025
  - 12th Street : Channel Crossing with 24 inch main Installed in 1940

KANSAS CITY BPU
THE POWER OF COMMUNITY

12th Street River Crossing



12th Street River Crossing - New Project

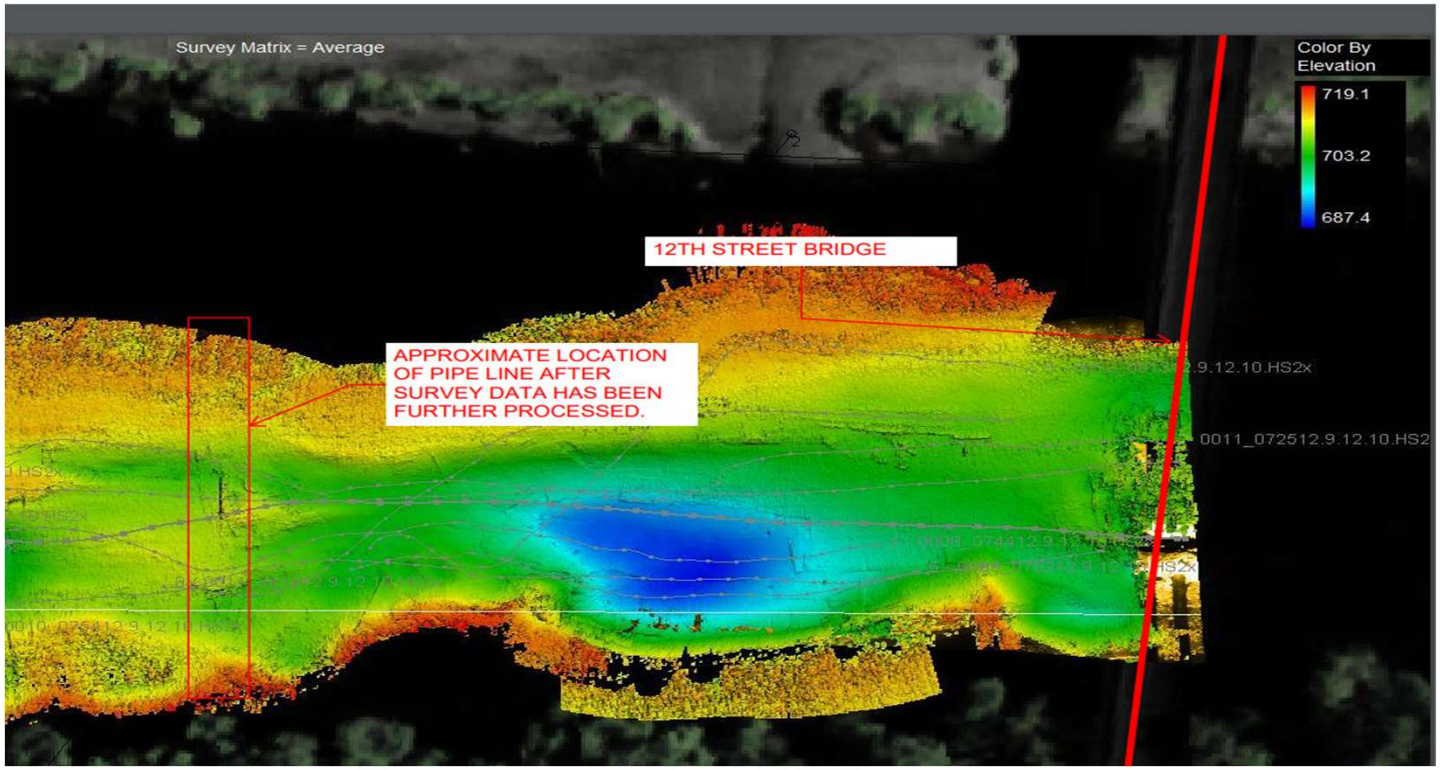
- 12th st River Crossing - Installed in 1940
  - 1940 Pipeline Centerline approximately = 706 Elevation
  - 1940 River Bed approximately = 719 Elevation
  - 1940 Cover depth over top of Pipe = 12 feet
  - Restrained joint pipe

12th Street River Crossing - New Project

- Current Pipe / River Conditions
  - Confirmed by Bathymetric Survey and Divers
  - River Bed at Crossing is approximately Elevation 703 to 706
  - 140 ft of Pipe Exposed
  - 30 ft of pipe undermined with 2 ft of separation from river bed
  - 32 ft of pipe undermined with 1 ft -1.5 ft of separation from river bed

KANSAS CITY BPU
THE POWER OF COMMUNITY

Sonar and Sounding of River Channel



KANSAS CITY BPU
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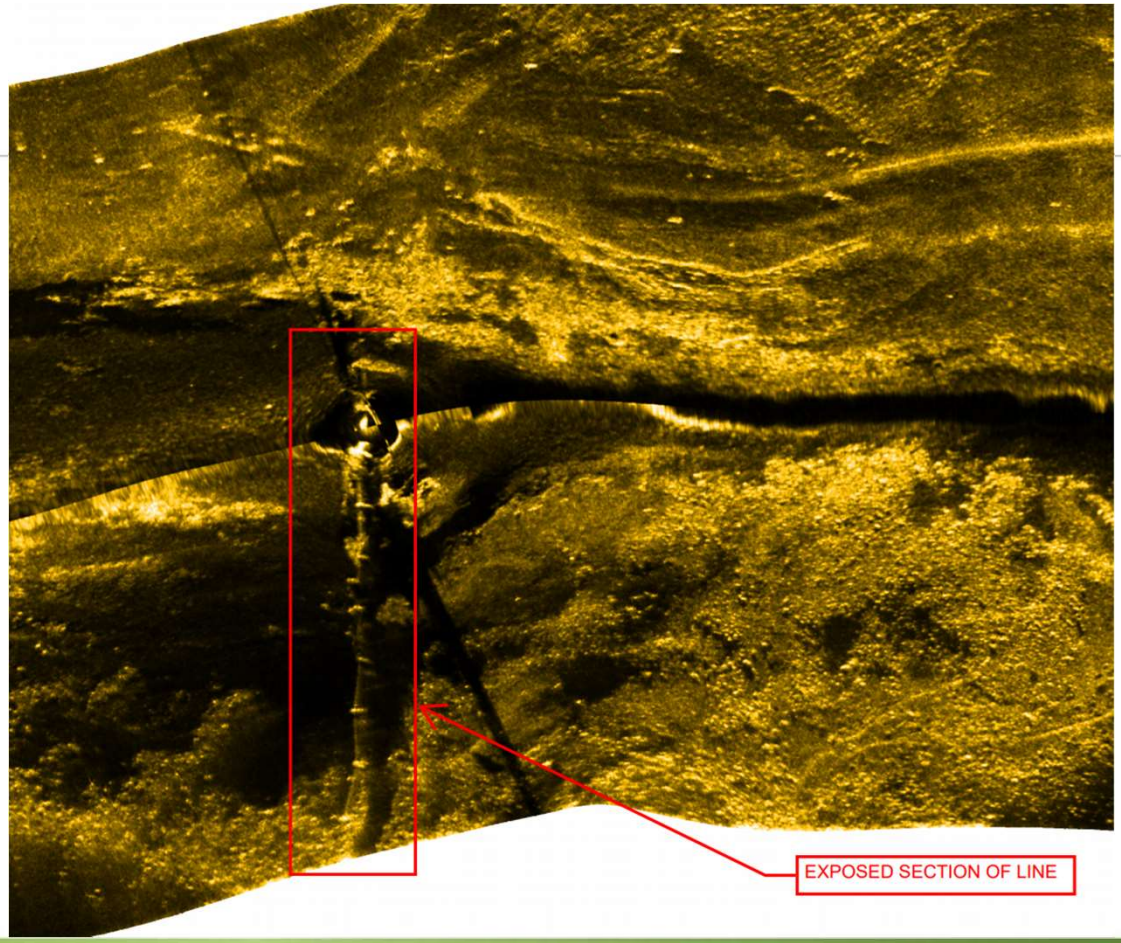


KANSAS CITY BPU
THE POWER OF COMMUNITY

Inspection by Divers – 1/12/2021

KDHE Loan - Proposed Schedule

- Review Process & Answer Questions - January 20th
- Board Approval for 30 day Notice of Public Hearing – February 3rd
- Public Hearing & Board Resolution – March 17th
- UG Finance Committee Presentation - March 29th
- UG Commission Resolution / Approval – April 29th

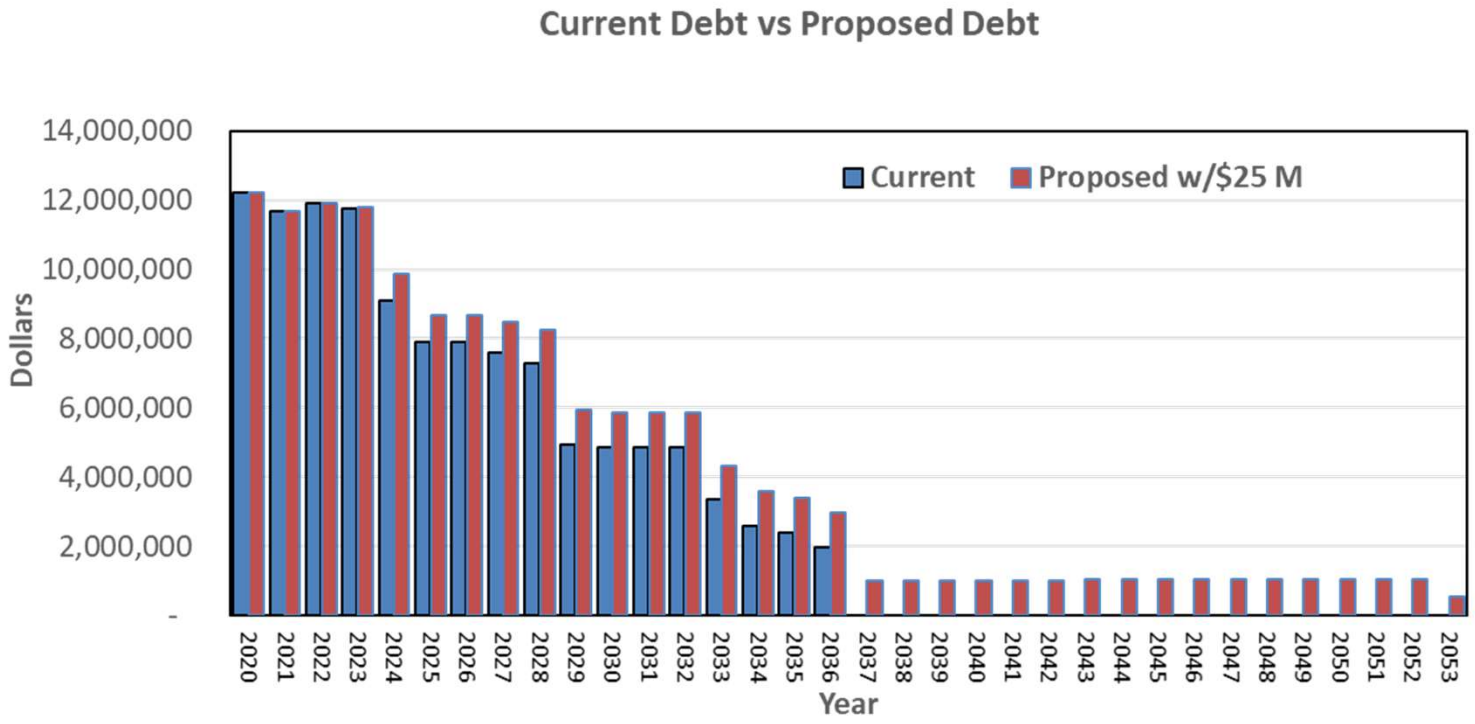
KANSAS CITY BPU
THE POWER OF COMMUNITY

Estimated Loan Parameters

- $25,000,000 Principal
- 30 Year Loan
- Projected Interest rate – 1.56 %
- Projected First Payment - 8/1/2024
- Number of Payments – 60 (twice per year)
- Projected Annual Payment – $1,060,562

KANSAS CITY BPU
THE POWER OF COMMUNITY

Current Debt Schedule vs Proposed Debt



KANSAS CITY BPU
THE POWER OF COMMUNITY

Questions

- Thank You

Staff Request for Commission Action

Tracking No. 21733

Full Commission Meeting Date: 5/13/21
Committee: Economic Development & Finance

Date of Standing Committee Action: 3/29/21
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
3/17/2021	Katherine Carttar	x5176	kcarttar@wycokck.org	Economic Development

Item Description:
Resolution: Adopting the Kaw River Bridge Cooperative and Development Agreement, Bridge Lease Agreement, and Public Use Condo Unit License and Management Agreement.

Action Requested:
Approve & Advance to May 13 Full Commission

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

Attachments List:
Executive Summary -- Kaw Bridge Project (DA, Bridge Lease and Management Agreement), Kaw River Bridge Development Agreement, Resolution Approving Kaw Bridge Development Agreement

3/16/21 EXECUTIVE SUMMARY
KAW BRIDGE COOPERATIVE AND DEVELOPMENT AGREEMENT

A. DEVELOPMENT AGREEMENT

1. **Parties**. The UG and Flying Truss, LLC, a Missouri limited liability company ("Developer").

2. **Project Site**. The Project Site includes the historic Rock Island Railroad Bridge (the "Bridge"), constructed in 1905 as a part of the Stockyards District, located on both sides of the Kansas (Kaw) River. Though located entirely in Kansas, the Bridge is currently owned by the City of Kansas City, Missouri ("KCMO"). Developer has a lease with KCMO for the Bridge, but in KCMO Ordinance No. 200423 approving that lease, KCMO said that it would sell the Bridge to the UG for $1.00 in connection with Developer's proposed project. The Project Site also includes property located on the east side of the Bridge owned by American Crane and Tractor Parts, Inc. (the "East Property"). Developer agrees to use its best efforts to enter into a purchase agreement or lease agreement for the East Property. On the west side of the Bridge, the UG has, or will soon acquire the so-called Wilhite property, and a portion of the property on the west side that could be used for the Project is owned by the U.S. Army Corps of Engineers (collectively, the "West Property"). It is anticipated that some parking for the Project will be located on the West Property.

3. **The Project (Section 2.2)**. The Project is to be designed, constructed and developed as a first-class mixed use development consisting of the following components:

(a) Trail: Approximately 700-foot steel and concrete deck for use as a public trail and/or crossing for pedestrian and dismounted bicycle use (the "Trail") across the Bridge to connect the West Bottoms area of KCMO (on the east side of the Kansas River) to existing levee trails along the west side of the Kansas River. The Trail is to be designed to connect the Kaw Valley Trail along the Kansas River's western levee with the Riverfront Heritage Trail running between the historic Strawberry Hill neighborhood in the UG and Berkeley Park in KCMO.

(b) Trail Amenities: Safety railings and lighting along the Trail, stairs, a security system and nighttime gates at both ends of the Bridge, and a mid-Bridge trailhead with public services, including public restrooms, a public drinking fountain, public seating, and bike racks and bike tools (collectively, the "Trail Amenities").

(c) Lower Deck: Approximately 11,000 square foot multi-purpose space located on the first level of the Bridge, created through construction of steel cantilevers from both sides of the Bridge and spanning the Central Truss of the Bridge (the "Lower Deck"). The Lower Deck will include: (i) a food hall consisting of approximately 3,000 square feet with industrial kitchen(s) and cooler space for local chefs to serve visitors to the Bridge (the "Food Hall"); (ii) an open-air bar and coffee shop (the "Lower Deck Coffee Shop"); (iii) public restrooms; (iv) outdoor seating for approximately 250 persons; (v) office and retail space (the "Retail Space"); and (vi) open-air multi-purpose space for public gathering and viewing, events and entertainment, including, picnics, games, and activities.

(d) Top Deck: Approximately 8,000 square foot multi-purpose event space for 300-400 visitors located on the second level of the Central Truss of the Bridge (the "Top Deck"), along with ADA-compliant elevator service connecting the Lower Deck and the Top Deck. The Top Deck will include the following components: (i) the "Top Deck Event Space" which consists of approximately 4,000 square feet of event space with removable cover and an open-air veranda; (ii) an open-air bar and coffee shop (the "Top Deck Coffee Shop"); (iii) an approximately 120 square foot catering facility, and (iv) public seating for approximately 100 people.

(e) Community Zone: The first level of the Bridge will also include a "Community Zone" created through construction of steel cantilevers from both sides of the Bridge and spanning the Western Truss. The Community Zone may contain up to 3 light-weight permanent structures with roller doors, windows, HVAC units, and updated interior facilities to provide exclusive space for non-profit organizations whose mission aligns with activating the Kansas River system, the Trail and the Trail Amenities, fostering connectivity between the UG and KCMO, and otherwise providing a public service.

(f) Other Improvements: Landscaping, signage, parking requirements and other infrastructure required in connection with the Project.

4. **Phases/Minimum Improvements (Section 2.3)**. Developer is required to deliver certain "Minimum Improvements" in Phase 1 of the Project, including the Trail, Trail Amenities, the Top Deck and Lower Deck (including the opening for business of the Food Hall, Lower Deck Coffee Shop, and the Retail Space), the Top Deck Event Space (including opening of the Top Deck Coffee Shop), and the Community Zone. The other Improvements described in Phase 2, including a zip line, a new sit-down restaurant and overnight cabins, are all optional and not contractually required by the Development Agreement.

5. **Condominium Units (Section 2.4)**. The Development Agreement contemplates that the UG will retain ownership of the Bridge and create a condominium with 2 or more units to separate the public use components from the commercial components of the Project. More specifically, the Trail and other public and recreational uses will be located within one or more condo units called the "Public Use Unit" and the commercial uses will be located in one or more condo units called the "Commercial Unit". Though the UG will own title to all of the condominium units, it would lease the Commercial Unit(s) to the Developer pursuant to the Bridge Lease attached to the Development Agreement as **Exhibit M** and described in detail below in Section B of this Executive Summary, and Developer would operate the Public Use Unit(s) pursuant to a Management Agreement attached to the Development Agreement as **Exhibit N** and described in detail below in Section C of this Executive Summary. This condominium structure provides the opportunity to apply for property tax exempt status on the Public Use Unit(s), which would be advantageous to the long-term operation and success of the Project.

6. **UG Improvements (Section 2.8)**. The UG agrees to provide the design and construction of the following improvements for the benefit of the Project: (i) trailhead parking on the West Property, (ii) trail connections to the Bridge on both sides of the Kansas River, and (iii) ADA accessible ramps on both sides of the Bridge.

7. **UG Contribution/Public Financing (Section 4.2)**. The UG would provide a $2,000,000 "UG Contribution" to the financing of the approximately $5,000,000 Project. Up to $75,000 of this UG Contribution would be available to Developer early in the Project (on a speculative basis before all development conditions described in Section 3.1 would be satisfied) and could be used to fund architectural, engineering, site plan and environmental up-front expenses. Developer would have to show that it has at least $75,000 of private "matching" pre-development funds to access this first portion of the UG Contribution. The balance of the $1.925M UG Contribution could be accessed after all of the Section 3.1 conditions are met and this money could be drawn by Developer by providing cost certification/draw requests to the UG during the construction process. If all goes well, the UG would recoup the full UG Contribution plus interest (at a rate of 2% per annum) as follows:

a. CID: The UG will be asked to approve a community improvement district with a 2% add-on sales tax for the Project and the UG would reimburse itself on a quarterly basis from CID proceeds generated in this pay-as-you-go CID. The CID would last for 22 years, and if and

when the UG is reimbursed in full (plus interest) for the UG Contribution, Developer may access the remaining CID proceeds thereafter to reimburse its CID-eligible costs until the end of the 22-year period;

b. TIF: The UG will also be asked to approve tax increment financing for the Project. The Project is in Project Area 4 of the previously-formed Riverfront TIF District, and if the UG approves the contemplated Project Plan for this Project, the UG would collect 100% of the property tax increment and the sales tax increment to reimburse itself for the UG Contribution until it has been paid back in full (plus interest). Developer would not have access to any excess TIF proceeds if the UG Contribution is fully repaid with interest prior to the end of the 20-year TIF period.

c. Developer Guaranty of Shortfalls. In Section 4.2(c), the UG and Developer agree to a 20-year amortization schedule for the repayment of the UG Contribution with interest, and that schedule is attached to the Agreement as **Exhibit I**. If and to the extent that the CID and TIF revenues described above are not enough to repay the UG on the amortization schedule shown on **Exhibit I**, then Developer would agree to pay the UG any shortfalls within 60 days of the UG requesting the shortfall payment.

8. **IRBs (Section 4.5)**. The UG will be asked to provide for IRB financing for Developer to obtain an exemption on sales taxes for construction materials, equipment and furnishings for the Project, but not for abatement of ad valorem property taxes.

9. **Timing (Sections 3.2, 5.1, 6.10, 6.11)**. The conditions described in Section 3.1 – including the condition for Developer's private financing in Section 3.1(a) -- must be fully satisfied and waived so that the parties can "close" and the UG takes title to the bridge on or before December 31, 2022. Developer will commence construction on the Project no later than 120 days after closing. Developer will complete Phase 1 of the Project and open the Minimum Improvements by July 1, 2023.

10. **Term/Use and Operation (Sections 7.1, 7.2)**. The term of the Development Agreement runs for the entire life of the CID and the TIF District. During the term, Developer has agreed to all of the UG's standard use and operation requirements in Article 7, including restrictions on uses (7.2(d)), compliance with law (7.5), payment of taxes (7.6), insurance (7.10), and indemnification (7.12).

11. **MBE/WBE/LBE (Section 8.2)**. Developer has agreed to the following participation goals for construction of the Project:

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

If, upon completion of Project, Developer failed to use best efforts to meet the LBE/MBE/WBE goals, then the UG has the right to terminate Developer's access to the CID proceeds after the UG is reimbursed in full for the UG Contribution.

12. **Assignment/Transfer (Section 7.13)**. In general, Developer cannot sell, mortgage or transfer the Project Site or the Project without UG approval, which approval would be at the UG's sole discretion. However, the UG does agree that Developer may make leases to tenants in the Food Hall, Lower Deck

Coffee Bar, the Top Deck Coffee Bar and the Retail Space. Developer may also make assignments to affiliates.

13. **Special Agreements (Section 8.1)**. In addition to agreeing to be a dues paying member of the KCK Chamber and WYEDC, Developer agrees that the UG can host up to 2 events on the Bridge per year at no cost (other than food and beverage costs and standard rates). The UG also has a right to host an unlimited number of staff meetings or public meetings at no rental fee or expense.

14. **Default (Article 9)**. The default provisions are generally consistent with other development agreements.

B. BRIDGE LEASE

1. **Parties**. The UG as "Landlord" and Developer as "Tenant".

2. **Premises (Section 1)**. The UG will own all of the Bridge, but will lease the Commercial Unit(s) to Tenant. The Commercial Unit(s) will include the revenue generating uses in the Project, including the Food Hall, Lower Deck Coffee Bar, Top Deck Coffee Bar and Retail Space.

3. **Term (Section 2)**. The Bridge Lease will commence on the earlier of (a) the day Tenant opens for business, or (b) July 1, 2023, and shall run for 33 years, with Tenant option to extend for an additional 33 years (the "Renewal Option"). The Bridge Lease (and the Management Agreement described below) will survive and outlast the Development Agreement described above.

4. **Rent (Section 3)**. Tenant will pay Base Rent at a rate of $9,300 annually ($775 per month), which shall increase on an annual basis during the Term. Tenant will also pay Percentage Rent equal to 2% of the revenue it generates at the Project above a $2M threshold, and 5% of revenue it generates above a $5M threshold.

5. **Taxes, Insurance and Expenses (Section 5)**. This is an "absolute net lease," meaning that Tenant is solely responsible for maintenance, taxes, insurance and operating costs related to the Premises. The UG is not responsible for any of the above. Section 10.1 further states that this is a "bond-type" lease where the UG has no obligations with respect to the Premises.

6. **Typical Lease Provisions**. The balance of the Bridge Lease includes terms and conditions that are typically found in an absolute net lease of this type, including provisions regarding maintenance, insurance, casualty and condemnation and assignment.

C. MANAGEMENT AGREEMENT

1. **Parties**. The UG and Developer as "Manager".

2. **Premises (Article I)**. The UG will own all of the Bridge, but Manager will operate the Public Use Unit(s) of the condominium. The Public Use Unit(s) will include the recreational, non-revenue generating uses in the Project, including the Trail, Trail Amenities, landscaping, parking and other public gathering spaces on the Bridge.

3. **Term (Article II)**. The term will be the same as in the Bridge Lease -- the Management Agreement will commence on the earlier of (a) the day Tenant opens for business, or (b) July 1, 2023, and shall run for 33 years, with a Renewal Option to extend for an additional 33 years. If Manager (as Tenant) exercises its right to extend the Renewal Option in the Bridge Lease, the UG and Manager agree that the Management Agreement shall also be automatically extended for one (1) additional consecutive thirty-three (33) year term. If Manager (as Tenant) elects not to exercise its right to extend the Renewal Option in the Bridge Lease, the Management Agreement will not be automatically extended as set forth above. The Management Agreement (and the Bridge Lease) will survive and outlast the Development Agreement.

4. **Nature of the Agreement (Article III)**. Manager is charged with the sole and exclusive management of the Public Use Unit(s), and will do all things reasonably necessary for the pleasure, comfort, service and convenience of the public, the patrons, users and invitees of the Public Use Unit(s) consistent with public utilization and sound practices, consistent with other similar facilities and public amenities. It shall be the duty of Manager at all times during the Term to operate and maintain the Public Use Unit(s) according to the standards consistent with similar facilities and public amenities. More specifically, Section 3.06 provides that:

a. The Public Use Unit(s) shall generally be open and available for use throughout the Term, subject only to reasonable closures for maintenance and inclement weather; and

b. The Public Use Unit(s) shall be open and available to the public during hours of operation that are consistent with other similar publicly available spaces. Specifically, the Trail and Trail Amenities shall be open and available to pedestrians and bicycle traffic at least during hours of operation that are consistent with other similar UG trails and amenities.

5. **Payment of Management Fees and Operating Expenses (Section 3.07)**. The revenues, if any, generated from the Premises shall be collected by Manager and used to pay: (a) the operating expenses of the Public Use Unit(s), (b) funding of any reserves for operating expenses or capital expenditures as deemed necessary or appropriate by Manager, and (c) and any net operating income, which shall be payable to Manager. Manager shall be solely responsible for all operating expenses of the Public Use Unit(s) and any and all shortfalls if and to the extent that revenues from the Public Use Unit(s) are not sufficient to cover operating expenses or other charges due and payable under the Management Agreement. Manager agrees that the UG shall not be responsible in any way for the operating expenses, any management fees or other costs and expenses incurred by the Manager's operation and management of the Public Use Unit(s).

6. **Special Agreements (Section 11.02)**. As provided in the Development Agreement, the UG can host up to 2 events on the Bridge per year at no cost (other than food and beverage costs and standard rates). The UG also has a right to host an unlimited number of staff meetings or public meetings at no rental fee or expense.

KAW RIVER BRIDGE COOPERATIVE AND DEVELOPMENT AGREEMENT

This KAW RIVER BRIDGE COOPERATIVE AND DEVELOPMENT AGREEMENT (this "Agreement") is made as of the _____ day of _____, 2021 (the "Effective Date") by and between the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"), and FLYING TRUSS, LLC, a Missouri limited liability company ("Developer"). The UG and Developer are sometimes hereinafter referred to collectively as the "Parties."

RECITALS

A. There currently exists in Wyandotte County, Kansas, the Historic Rock Island Railroad Bridge (the "Bridge"), constructed in 1905 as an integral component of the Stockyards District, located on both sides of the Kansas (Kaw) River. The Bridge consists of three (3) separate trusses, including the Eastern Truss, the Central Truss and the Western Truss.

B. The City of Kansas City, Missouri ("KCMO") currently owns the Bridge. KCMO and Developer have previously entered into that certain Amended and Restated Bridge Lease dated in June of 2020 (the "KCMO Bridge Lease"), pursuant to which Developer has the right to (i) conduct due diligence regarding the Bridge to support a public/private partnership for purposes of developing and maintaining walking and bicycle trail systems, and (ii) occupy, use and construct improvements on the Bridge for a term of twenty-five (25) years, which may be extended in accordance with its terms.

C. In accordance with KCMO Ordinance No. 200423, approving the KCMO Bridge Lease, the Director of General Services of KCMO is authorized to execute a real estate contract, a quitclaim deed and any other related and necessary documents to convey the Bridge, along with both its eastern and western accesses, to the UG for $1.00 during the initial due diligence period described therein and ending on July 18, 2022.

D. Developer and the UG wish to form a public/private partnership to enhance the condition, viability, and use of the Bridge to attract new retail and commercial development to the community, develop Wyandotte County's riverfront and a "River District" by creating a trail and trailhead over the Kansas River, and stimulate the economy of Wyandotte County through employment, additional taxes and other indirect spending in the community, all of which would promote the public good, health and welfare of Wyandotte County.

E. In conjunction with such public/private partnership, the Parties wish to design, develop, construct and complete an innovative trail, public gathering space and commercial facilities on the Bridge, consisting of a variety of components and unique offerings, including: (1) a public pathway across the Bridge to connect the West Bottoms area of Kansas City, Missouri to existing levee trails along the west side of the Kansas River and associated amenities; (2) multi-purpose commercial space located on the Bridge consisting of an open-air coffee roastery/shop and bar, one or more restaurants, and retail; (3) unique common spaces for public gathering and viewing, events and entertainment; and (4) an outdoor food hall, including commercial kitchens for local chefs to serve visitors, all as more particularly described in Section 2.2 below (collectively, the "Project"). The Project, as described above, will be located on various portions of the Bridge, as hereinafter described, but will also include approximately 1.30 acres of real property on the east side of the Bridge (the "East Property") and approximately 1.46 acres of real property on the west side of the Bridge (the "West Property") in an area bounded on the north by Interstate 670, on the east by the state line between Kansas and Missouri, on the south by Kansas Avenue, and on the west by Levee Road, all in Kansas City, Kansas (the Bridge, the West Property and the East Property are collectively referred to herein as the "Project Site").

F. The East Property and West Property shall be used for Parking Improvements and construction staging, as hereinafter described. The Project Site is legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2** attached hereto. American Crane and Tractor Parts, Inc., a Missouri corporation ("American Crane") owns the East Property. Developer shall use its best efforts to secure the East Property by entering into a purchase agreement or lease agreement for the East Property (the "American Crane Lease"), pursuant to which Developer shall have the right to occupy, use and construct improvements on the East Property. The UG has, or will soon acquire the so-called Wilhite property which constitutes a portion of the West Property, both of which will be available to the Project for use and construction of improvements, including ADA ramps for landward access to the Trail (as hereinafter defined), and for the installation and construction of Parking Improvements. The U.S. Army Corps of Engineers ("USACE") also owns a portion of the West Property.

G. The Project is designed to serve as a public trail crossing, public gathering space and regional destination that connects Kansas City, Kansas and Kansas City, Missouri with a multimodal trail to enhance healthy living and provide a variety of recreational, commercial and service-based amenities to Kansas City metropolitan area residents, employees and visitors. In addition, the Project is intended to preserve and repurpose the Bridge in an innovative manner that celebrates the history of the Kansas River, railroads and the Stockyards District in the Kansas City metropolitan area.

H. In order to accomplish the goals of the public/private partnership, the UG shall, subject to the satisfaction of the conditions described in Section 3.1 below, execute a real estate contract and any other related and necessary documents acquire the Bridge from KCMO. Following such conveyance, the UG, in cooperation and consultation with Developer, shall execute and record a condominium plat for the Project Site, as further described in Section 2.4, containing, at minimum, the Public Use Unit and Commercial Unit (as hereinafter defined).

I. Following conveyance of the Bridge to the UG, the parties shall terminate the KCMO Bridge Lease and enter into a new lease under which the UG shall own title to the Bridge, but the UG shall lease the Commercial Unit to Developer pursuant to a lease agreement, the form of which is attached to this Agreement as **Exhibit M** (the "Bridge Lease"). The UG shall also maintain ownership of the Public Use Unit, but the same shall be managed, maintained and operated by Developer pursuant to the terms and conditions of the Management Agreement (as hereinafter defined).

J. The Project shall be financed by a variety of funding sources.

K. The UG has the authority to use the receipts derived from the UG's transient guest tax for the promotion of tourism and economic development related to tourism pursuant to Charter Ordinance No. CO-01-08. Pursuant to the terms and conditions of Section 4.2 below, the UG will provide a contribution to the Project in the amount of Two Million Dollars ($2,000,000) (the "UG Contribution") from the UG's Convention and Tourism Fund, a portion of which shall be used for certain architecture, engineering, site plan and environmental costs (subject to the terms and conditions described in Section 4.2 below) and the remainder of which shall be used for the costs of the Phase 1 Improvements (as described in Section 2.3(a) below).

L. The UG has the authority to create one or more community improvement districts (each a "CID") pursuant to K.S.A. 12-6a26 *et seq*., as amended from time to time (the "CID Act") for the purpose of financing certain economic development projects. Under the CID Act, the owners of more than fifty-five percent (55%) of the land (by area and assessed value) within the boundaries of a proposed CID may petition the UG to request the creation of a CID and to impose an additional CID sales tax on the sale of

tangible personal property at retail or the rendering or furnishing of services which are taxable within the boundaries of the CID in order to pay for or reimburse the costs of a portion of a CID project.

M. After the UG buys the Bridge from KCMO as described in Recital H above, Developer will collaborate with the UG (and others, if necessary) to submit a proper petition (the "CID Petition") requesting the formation of a CID encompassing all of the Project Site, and all of the revenues from the CID shall be used to reimburse the UG for the UG Contribution until such time as the UG has been fully reimbursed for the UG Contribution as described in Section 4.3 below.

N. Upon submission of the CID Petition, the UG shall consider the creation of the CID through passage of an ordinance (the "CID Ordinance") pursuant to the CID Act; and if approved by the UG's Commission in its sole discretion, the CID Ordinance would be attached hereto as **Exhibit B**. The CID Petition will request the imposition of a CID sales tax of two percent (2%) within the CID (the "CID Sales Tax") to be collected and retained by the UG to reimburse itself for the UG Contribution until such time as the UG has been fully reimbursed for the UG Contribution as described in Section 4.3 below.

O. In addition to the CID financing described above, the UG also has the authority to create a tax increment financing ("TIF") district pursuant to K.S.A. 12-1770 *et seq.*, as amended from time to time (the "TIF Act"), for the purpose of financing certain economic development projects. On August 13, 2020, the UG approved the creation of a TIF district pursuant to the TIF Act (the "TIF District") through the adoption of Ordinance No. O-47-20, which TIF District was subsequently amended by Ordinance No. O-___-21 passed by the UG on _____, 2021 (as amended, the "TIF District Ordinance"). The TIF District Ordinance is attached hereto as **Exhibit C**. The TIF District consists of four (4) separate project areas. The Project Site is included in Project Area 4 of the TIF District. The other three (3) project areas are as follows: (i) Project Area 1, which includes one or more buildings for multifamily residential uses, commercial uses, mixed use commercial retail and restaurant uses (and a TIF project plan has been approved for Project Area 1 in connection with the Yards II multi-family development, which development is governed by a separate development between the UG and the developer of that project); (ii) Project Area 2, which includes the levee park and other related uses; and (iii) Project Area 3, which includes one or more buildings for multifamily residential uses, commercial uses, mixed use commercial retail and restaurant uses (it is anticipated that this Project Area 3 may be developed by Haw Development (or its successors or assignees), but the same would be governed by a separate development agreement and a project plan has not been approved for Project Area 3. A legal description of the boundaries of the TIF District is attached hereto as **Exhibit D-1**, and a map generally depicting the boundaries of the TIF District as well as each Project Area is attached hereto as **Exhibit D-2**.

P. On _____, 2021, the UG held a public hearing in connection with Developer's proposed Redevelopment Project Plan for Project Area 4 of the TIF District (the "Project Plan"), pursuant to the TIF Act. The Project Plan provides, among other things, for the collection of Incremental Sales Tax and Incremental Property Tax (as defined in Section 4.4(a)(i)) within the TIF District to be disbursed to the UG on a pay-as-you-go basis to reimburse itself for the UG Contribution until such time as the UG has been fully reimbursed for the UG Contribution as described in Section 4.4 below. On _____, 2021, the UG approved and adopted the Project Plan for Project Area 4 of the TIF District through the adoption of Ordinance No. O-____-____ (the "TIF Project Ordinance") pursuant to the TIF Act. The TIF Project Ordinance is attached hereto as **Exhibit E**.

Q. In connection with the Project, Developer has also requested industrial revenue bond ("IRB") financing in order to pay certain project costs pursuant to K.S.A. 12-1741 *et seq.* Pursuant to the terms and conditions set forth in Section 4.5 below, the parties hereby agree that Developer may use IRB financing for the limited purpose of obtaining an exemption on sales taxes for construction materials, labor,

equipment and furnishings for the portions of the Project located within the Project Site, and not for abatement of ad valorem property taxes on the Project Site.

R. The parties agree that the Project is not financially feasible without the public-private partnership as set forth in this Agreement, and therefore the parties wish to enter into this Agreement to provide the necessary financing for the Project.

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

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

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

(b) reference to any Person (as defined in Annex 1) includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

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

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

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

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

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

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

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

1.2 Accounting Terms. Unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made, in accordance with GAAP (as defined in Annex 1).

1.3 Legal Representation of the Parties. This Agreement was negotiated by the parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring

this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

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

ARTICLE 2. THE PROJECT

2.1 Undertaking of Developer. Developer hereby agrees, subject to the terms and conditions hereinafter provided, to develop, construct, complete and operate the Project. The performance of all activities by Developer hereunder shall not be as an agent of the UG, except as otherwise specifically provided herein.

2.2 Development of the Project Site. The UG and Developer hereby agree that Developer shall have the right but not the obligation to develop the Project as described below. If and to the extent that the Closing Conditions set forth in Section 3.1 below are satisfied, Developer shall then be contractually obligated in this Agreement to construct and complete all of the components of the Project on the Project Site; provided, however, the Parties recognize and acknowledge that this is a creative reclamation project, and that Developer and UG shall collaborate and cooperate, to the extent possible (and subject always to all Applicable Laws and Requirements [as defined in Annex 1]), in order to provide for all Phases of the Project on the Bridge, but that such Phases may change by mutual agreement of the Parties. Developer hereby contemplates that the Project, including but not limited to the Trail and Trail Amenities, infrastructure, buildings, parking facilities and other improvements constituting the Project, as described in this Section 2.2 and as generally depicted on **Exhibit F** attached hereto (the "Improvements"), shall be developed, constructed, completed, and operated on the Project Site in accordance and compliance with the terms and conditions of this Agreement, including Section 2.2, and the final site plan approvals as may be granted by the UG's Planning Commission or other relevant bodies if any (the "Development Plan"). On and subject to the terms and provisions set forth in this Agreement, and subject always to the terms and conditions set forth in the Bridge Lease, the Management Agreement, and any condominium documents, Developer shall have the sole right to, and shall be responsible for, design, construction, equipping and completion of the Improvements, and shall operate and use the Improvements in the manner described herein, all in accordance with the terms of this Section 2.2, all other documents and agreements contemplated by the Parties, as set forth in this Agreement, and all other Applicable Laws and Requirements. The parties further agree that the "Project" shall include the following:

(a) Trail: An approximately 700-foot steel and concrete deck for use as a public trail and/or crossing for pedestrian and dismounted bicycle use, and NOT for motorized vehicles (specifically, cars, trucks and motorcycles) (the "Trail") across the Bridge to connect the West Bottoms area of KCMO (on the east side of the Kansas River) to existing levee trails along the west side of the Kansas River and associated amenities as described in subsection (b) below. The Trail is to be designed to connect the Kaw Valley Trail along the Kansas River's western levee with the Riverfront Heritage Trail running between the historic Strawberry Hill neighborhood in the UG and Berkeley Park in KCMO. The Trail shall be located within the Public Use Unit and provide unimpeded access between the two sides of the Kansas River; provided, however, the exact location of the Trail may vary slightly within the Public Use Unit from time to time according to Bridge programming, as further set forth in the Management Agreement.

(b) Trail Amenities: Safety railings along the Trail, stairs, lighting along the Trail, a security system and nighttime gates at both ends of the Bridge, and a mid-Bridge trailhead with public services, including public restrooms, a public drinking fountain, public seating, and bike

racks and bike tools (collectively, the "Trail Amenities"). The Trail Amenities shall be located on the Public Use Unit and managed by the Developer, in accordance with the terms of the Management Agreement.

(c) Lower Deck: an approximately 11,000 square foot multi-purpose space located on the first level of the Bridge, created through construction of steel cantilevers from both sides of the Bridge and spanning the Central Truss of the Bridge (the "Lower Deck"). The Lower Deck will include, among other things, the following components (i) a food hall consisting of approximately 3,000 square feet with industrial kitchen(s) and cooler space, counters and delivery methods for local chefs to serve visitors to the Bridge (the "Food Hall"); (ii) an open-air bar and coffee shop (the "Lower Deck Coffee Shop"); (iii) public restrooms; (iv) outdoor seating for approximately 250 persons; (v) office and retail space (the "Retail Space"); and (vi) open-air multi-purpose space for public gathering and viewing, events and entertainment, including, but not limited to, picnics, games, and activities.

(d) Top Deck: An approximately 8,000 square foot multi-purpose event space for approximately 300 to 400 visitors located on the second level of the Central Truss of the Bridge (the "Top Deck"), along with ADA-compliant elevator service connecting the Lower Deck and the Top Deck. The Top Deck will include, among other things, the following components: (i) approximately 4,000 square feet of event space, with removable cover (ii) an open-air veranda (subsection (i) and (ii) collectively defined as the "Top Deck Event Space") (iii) an open-air bar and coffee shop (the "Top Deck Coffee Shop"); (iii) a storage room; (iv) public restrooms; (v) an approximately 120 square foot catering facility; and (vi) public seating for approximately 100 people.

(e) Lighting and Sound System: LED lighting that illuminates the Kansas River and celebrates the Bridge's many rivets, trusses and gears, and may be programmable to celebrate local sports team colors (the "Programmable Lighting"), and a sound system for musical performances and other programming on the Bridge (the "Sound System").

(f) Landscaping: Planter boxes featuring perennials, grasses, shrubs and trees (the "Planter Boxes"), as well as any other landscaping, green space and irrigation systems required by Government Authorities (as defined in Annex 1).

(g) Infrastructure: Infrastructure improvements, including without limitation, sitework, sewer, stormwater and water main improvements, irrigation systems, sidewalks, drives and other pedestrian and vehicular thoroughfares which are necessary to support the Improvements in the Project (the "Infrastructure").

(h) Parking Improvements: Surface parking improvements on the East Property containing eighty (80) spaces or the number of spaces required by Applicable Laws and Requirements for the Improvements (the "Parking Improvements").

(i) Signage: Signage which shall be subject to all Applicable Laws and Requirements, and any special use permits granted by the UG's Commission. Developer may develop sign criteria for the entire Project Site.

(j) Community Zone: An approximately 1,800 square foot multi-purpose space located on the first level of the Bridge, created through construction of steel cantilevers from both sides of the Bridge and spanning the Western Truss of the Bridge (the "Community Zone") which

may contain up to three (3) light-weight permanent structures with roller doors, windows, HVAC units, and updated interior facilities, to provide exclusive space for non-profit organizations whose mission aligns with activating the Kansas River system, the Trail and the Trail Amenities, fostering connectivity between the UG and KCMO, and otherwise providing a public service.

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

(l) The Project described in this Section 2.2 shall not be amended or modified without the prior written consent of the UG.

2.3 Phasing of the Project; Minimum Improvements. The parties agree that the Project may be constructed in multiple phases (each a "Phase" or collectively, "Phases"), as described below. The parties hereby agree that the Phases shall be as follows:

(a) Phase 1: General improvements to the Bridge to address deferred maintenance, including removal of railroad tracks and ties, the installation of all necessary cantilevers on the Eastern, Western and Central Trusses, and all other structural support required for installation of the Improvements, graffiti removal and restoration of vandalized lift gates, and the design, construction and development of (i) the Top Deck and Lower Deck, and all related Improvements to be constructed thereon, including the opening for business of the Food Hall, the Lower Deck Coffee Shop, and the Retail Space, (ii) the Planter Boxes and other landscaping required by Governmental Authorities, (iii) the Top Deck Event Space, and opening of the Top Deck Coffee Shop; (iv) the Trail and the Trail Amenities; (v) the Parking Improvements; (vi) the Community Zone, and (vii) the Infrastructure needed to support these Improvements, as generally depicted on **Exhibit F** attached hereto, shall constitute a first Phase of the Project ("Phase 1"); and

(b) Phase 2: Developer is contemplating the design, construction and development of (i) a new sit-down restaurant atop the central lift gate; (ii) enclosing existing spaces to enable a pop-up winter restaurant; (iii) a zip line from Hy-Vee Arena to the far end of the Bridge; (iv) overnight cabins; and (v) further enhancements of the Public Use Unit with more art, Planter Boxes and historical exhibits, shall constitute the second Phase of the Project ("Phase 2").

(c) Minimum Improvements. Developer shall have no obligation to complete any of the Improvements described herein unless and until Closing occurs as described in Section 5.1 below. Developer hereby agrees that upon Closing, Developer shall be deemed irrevocably committed and obligated to the UG to complete and open all of the Improvements described in Phase 1 above in accordance with the terms of this Agreement (the "Minimum Improvements"). If Closing occurs and Developer thereafter constructs and completes at least the Minimum Improvements, Developer shall not be deemed to be in default if it elects, for any reason, not to complete any of the other Improvements described in Phase 2 above.

2.4 Bridge Condominium Units. Following the UG's purchase of the Bridge from KCMO, the UG intends for the Project Site to be platted into at least two (2) separate condominium units, including one or more units for public components of the Project, which may include the Trail, the Trail Amenities, the public portions of the Lower Deck, the public portions of the Top Deck, the Planter Boxes, the Community Zone and any other publicly available Improvements agreed upon by the Parties (collectively, the "Public Use Unit") and one or more units for the commercial components of the Project, including, but not limited to, the Food Hall, the commercial portions of the Lower Deck, and the commercial portions of the Top Deck (collectively, the "Commercial Unit"). The Commercial Unit, and any other units established pursuant

to the condominium documents and relating to the commercial uses of the Bridge, shall be leased to Developer by UG, in accordance with the Bridge Lease attached to this Agreement. The UG shall maintain ownership of the Public Use Unit, but the same shall be managed, maintained and operated by Developer pursuant to the terms and conditions of that certain Public Use Condo Unit License and Management Agreement between the UG and Developer (the "Management Agreement"), the form of which is attached hereto as **Exhibit N**.

2.5 Developer's Obligations to Construct and Complete the Project. If and to the extent that the Closing Conditions set forth in Section 3.1 below are met, then subject to the terms and conditions of this Agreement and except as otherwise provided herein, Developer hereby covenants and contractually agrees to fully construct and complete the Improvements as described herein. Except as otherwise provided herein, Developer hereby agrees to complete the Improvements on or before the applicable Completion Dates set forth in Section 6.10 below.

2.6 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 (as defined in Annex 1). The UG agrees to promptly and completely perform each and all of its duties and obligations under this Agreement, the Management Agreement, the Bridge Lease, and the other Transaction Documents.

2.7 Continued Cooperation of Parties. Subject always to Applicable Laws and Requirements, the Developer and the UG generally agree to take such reasonable actions, including the execution and delivery of such documents, instruments, petitions and certifications, and provide such other information as may be reasonably requested, necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent and to give full force and effect to the intent of the provisions, terms and covenants of this Agreement.

2.8 UG Agreements. As its contribution to the public/private partnership formed pursuant to this Agreement, and as a contribution to the establishment of a river district, the UG shall (i) connect the Trail laterally to the levee trails on both sides of the Kansas River; (ii) construct and install ADA accessible ramps for landward access to the Trail at both sides of the Kansas River; and (iii) construct trailhead parking on the West Property.

ARTICLE 3. CONDITIONS

3.1 Closing Conditions. "Closing" (as described in Section 5.1 below), shall not occur until the following conditions precedent have been satisfied (the "Closing Conditions"):

(a) Financing Plan. Developer shall secure and provide evidence of immediately available private funds in an amount which is no less than One Million Six Hundred Thousand Dollars ($1,600,000) (the "Phase 1 Funds") for use in completion construction of Phase 1 of the Project. Developer shall provide evidence of the Phase 1 Funds in form and substance verifiable and approved by the UG's County Administrator in his sole discretion, in the form of: (x) cash funds held in a bank account; or (y) private equity and/or a closed loan from a financial institution that is ready, willing and able to provide construction draws for the Project, subject only to normal and customary draw conditions that are approved by the UG;

(b) CID Approval. The UG's Commission shall have approved the CID by approval of the CID Ordinance;

(c) TIF District Approvals. The UG's Commission shall have approved the Project Plan by approval of the TIF Project Ordinance;

(d) IRBs. The UG's Commission shall have approved a Resolution of Intent for the IRB financing described in Section 4.5 below, or Developer shall have waived this requirement in writing;

(e) Final Site Plan Approval. Developer shall have obtained all final site plan approvals and any other required approvals for the Phase 1 Improvements as required by all Applicable Laws and Requirements;

(f) *Intentionally omitted*;

(g) Collateral Assignment of American Crane Lease and USACE Agreement. Developer shall have entered into a collateral assignment of all of Developer's rights, title and interest in and to the American Crane Lease and USACE Agreement to the UG in the form attached hereto as **Exhibit G** (the "Collateral Assignment");

(h) Acquisition of the Bridge. The UG and KCMO shall have closed on the sale of the Bridge to the UG for $1.00;

(i) Approval of Condominium. The UG shall have approved and recorded a condominium plat, condominium declaration, and any other required documents, to separately define the Public Use Unit, the Commercial Unit and any other units as may be agreed upon by the Parties;

(j) Execution of Bridge Lease. The UG and Developer shall have executed and delivered a copy of the Bridge Lease, the form of which is attached hereto as **Exhibit M**.

(k) The Management Agreement. The UG and Developer shall have executed and delivered a copy of the Management Agreement, the form of which is attached hereto as **Exhibit N**.

Where approval of the UG is required for the various conditions set forth in this Section 3.1, such approval shall be granted or withheld by the County Administrator in his or her sole discretion.

3.2 Termination. In the event that the Closing Conditions set forth in Section 3.1 above are not met, waived or extended on or prior to December 31, 2022 (the "Drop Dead Date"), then either party hereto shall have the right to terminate this Agreement by providing no less than thirty (30) days prior written notice to the other, but such failure shall not be an event of default hereunder. Upon any such termination of this Agreement, the parties hereto shall have no further duty, obligation, or liability to each other hereunder, except for those provisions that are specifically set forth herein to survive termination of this Agreement, and without limiting the generality of the foregoing, Developer shall be solely liable and responsible for all of its costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby, and except as otherwise provided by the terms of this Agreement, the UG shall be solely liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby.

ARTICLE 4. FINANCING — SOURCE OF FUNDS

4.1 Source of Funds. Reference is hereby made to the Total Project Budget attached hereto as **Exhibit H**, and by this reference made a part hereof. The costs of the Project (the "Project Costs") will be funded in part by public incentives, including the UG Contribution and IRBs, as well as private equity and debt (the "Private Funds"). Developer, using the UG Contribution and Private Funds, will initially advance all of the costs for the design, development and construction of the Project. The UG shall be reimbursed for the UG Contribution from the CID Proceeds (as defined in Section 4.3(b)) and TIF Proceeds (as defined in Section 4.4(a)(iii)) collected during the Term.

4.2 UG Contribution. It is contemplated by the parties that a limited portion of the Project Costs for Phase 1 shall be funded in part by the UG Contribution.

(a) In order to provide some working capital for the public/private partnership, an amount up $75,000 of the UG Contribution (the "Pre-Development Funding") will be made available to Developer to pay for architectural, engineering, site plan and environmental costs, subject to the terms and conditions described herein. For Developer to access the Pre-Development Funding, Developer must (i) satisfy the Closing Conditions set forth in Sections 3.1(b)(c)(d)(j) and (k) and (ii) demonstrate to the UG that it has access to at least $75,000 of matching private funding which can be used for final architecture, engineering, site plan and environmental, and for use in Developer's Private Placement Memorandum to raise Phase 1 Funds as required by this Agreement. Subject to the conditions described in subsections (i) and (ii) herein, Developer may draw the Pre-Development Funding on a dollar-for-dollar basis with the private funds used for such pre-development costs and expenses; in other words, for each $1.00 of Pre-Development Funding, Developer must provide evidence that it has spent at least $1.00 of private funds on such pre-development expenses as described in subsection (ii) above. The UG shall make the Pre-Development Funding available to Developer for reimbursement of architectural, engineering, site plan and environmental costs following approval of such expenses pursuant to Section 4.6 below.

(b) In addition to the Pre-Development Funding pursuant to subsection (a) above, Developer may only draw the balance of the UG Contribution upon satisfaction of all of the Closing Conditions in Section 3.1 above, including without limitation the receipt of evidence of the Developer's private Phase 1 Funds approved by the UG's County Administrator in his or her sole discretion. The UG shall make the remainder of the UG Contribution available to Developer for reimbursement of Project Costs for Phase 1 following approval of such expenses pursuant to Section 4.6 below.

(c) The parties hereby agree that the UG shall be entitled to reimbursement for the UG Contribution, plus interest (as described below) from the CID Proceeds and TIF Proceeds collected during the Term, which shall be disbursed to the UG as provided below in Sections 4.3 and 4.4. The parties hereby agree that the UG Contribution shall bear interest at a rate of two percent (2%) per annum ("Interest") commencing on the date that the UG makes the UG Contribution available (or the Pre-Development Funding, as the case may be), amortized over the Term in accordance with the amortization schedule set forth on **Exhibit I** attached hereto (the "Amortization Schedule"). The UG shall reimburse the UG Contribution with CID Proceeds and Incremental Sales Tax from the TIF disbursed on a quarterly basis and Incremental Real Property Taxes from the TIF disbursed on a semi-annual basis. In the event that the CID Proceeds and TIF Proceeds are insufficient to reimburse the UG in accordance with the Amortization Schedule, Developer hereby agrees to pay semi-annually (after disbursement to the UG of Incremental Real Property Taxes from the TIF) any such shortfalls within sixty (60) days after written demand from the UG therefor.

In the event Developer makes a shortfall payment to UG to account for any semi-annual shortfall against the Amortization Schedule, such direct payment amount shall be reimbursed and/or credited back to Developer in any subsequent year in which the CID Proceeds and TIF Proceeds exceed the amount required to reimburse the UG in accordance with the Amortization Schedule.

4.3 CID. It is contemplated by the parties that the UG Contribution, plus Interest, shall be reimbursed with CID Proceeds. When and if the UG has been fully reimbursed for the UG's Contribution plus Interest, then the Developer may utilize any remaining CID Proceeds for the balance of the CID Collection Period for eligible Project Costs as described in the Total Project Budget, attached hereto as **Exhibit H**, and any other hard construction costs authorized by the CID Petition and legally eligible under the CID Act. In connection with the CID, the parties hereby agree as follows:

(a) CID Sales Tax. Subject to the terms and conditions of this Agreement and the CID Ordinance, the UG hereby agrees that (i) first, the UG Contribution, plus Interest, and (ii) thereafter, certain of Developer's eligible Project Costs as described in the Total Project Budget attached hereto as **Exhibit H**, and any other hard construction costs authorized by the CID Petition and legally eligible under the CID Act, shall be reimbursed with Pay-Go CID Financing (defined below in Section 4.3(d)) from the imposition of the CID Sales Tax in the amount of two percent (2%) on the sale of tangible personal property at retail or rendering or furnishing of services which are taxable pursuant to the Kansas Retailers' Sales Tax Act (K.S.A. 79-3601 *et seq.*) from only those revenues received from within the CID. Developer agrees to provide to the Kansas Department of Revenue (the "DOR") a list of tenants, licensees, vendors and concessionaires within the CID within the timeframes required by the DOR, so that the DOR can notify tenants within the CID of their requirement to collect the CID Sales Tax. At the time the list of tenants, licensees, vendors and concessionaires is provided to the DOR, Developer shall also provide a copy to the UG.

(b) CID Proceeds. The revenues received from the imposition of the CID Sales Tax constitute the "CID Proceeds" and shall be collected and deposited into the CID Fund (as defined in Section 4.3(c)). The CID Proceeds shall be used to reimburse the UG for the UG Contribution, plus Interest, subject to the limitations in the CID Act. When and if the UG has been fully reimbursed for the UG's Contribution plus Interest, then the Developer may utilize any remaining CID Proceeds for the balance of the CID Collection Period for eligible Project Costs as described in the Total Project Budget attached hereto as **Exhibit H**, and any other hard construction costs authorized by the CID Petition and legally eligible under the CID Act.

(c) CID Fund. During the existence of the CID, all CID Proceeds generated within the CID shall be deposited into a separate fund (the "CID Fund"), established and administered by the UG in compliance with this Agreement and all Applicable Laws and Requirements.

(d) Pay-Go CID Financing. The parties hereby agree that the CID Proceeds shall be disbursed first to the UG quarterly from the CID Fund on a pay-as-you-go basis ("Pay-Go CID Financing") to reimburse the UG for the UG Contribution, plus Interest, in accordance with the Amortization Schedule, and thereafter (once the UG has been fully reimbursed for the UG Contribution, plus Interest), the remaining CID Proceeds shall be disbursed to Developer for Developer's eligible Project Costs as described in the Total Project Budget attached hereto as **Exhibit H,** and any other hard construction costs authorized by the CID Petition and legally eligible under the CID Act; provided however that such Pay-Go CID Financing shall be limited to the extent that: (1) there are sufficient CID Proceeds in the CID Fund; (2) the UG has not already been reimbursed in full for the UG Contribution, plus Interest (and thereafter, Developer has not already been reimbursed in full for Developer's eligible Project Costs as described in the Total

Project Budget attached hereto as **Exhibit H**; and (3) the CID Collection Period has not yet expired. The parties further agree that the CID Sales Tax shall be collected within the CID for a period that commences on January 1, 2023, or any other effective date that the UG may approve by ordinance if a change in the effective date is requested in writing by more than 55% of the owners of record in the CID; and the CID shall terminate upon that date which is the earlier of (a) the date that the UG has been reimbursed in full for the UG Contribution, plus Interest and Developer has been reimbursed in full for Developer's eligible Project Costs as described in the Total Project Budget attached hereto as **Exhibit H**; or (b) twenty-two (22) years from the date that collection of the CID Sales Tax commences (the "CID Collection Period"). At the end of the CID Collection Period, the parties understand and agree that the CID shall thereafter terminate, the CID Sales Tax shall terminate and no longer be levied or collected within the CID, and the UG shall promptly take any action required to so terminate the CID and the CID Sales Tax.

(e) No CID Bonds. Developer hereby understands and agrees that nothing in this Agreement shall in any way obligate the UG to issue bonds or other obligations to reimburse Developer for any Project Costs.

4.4 TIF District. It is contemplated by the parties that the UG Contribution, plus Interest, shall be reimbursed with TIF Proceeds. In connection with the TIF District, the parties hereby agree as follows:

(a) Collection of TIF Revenues. For a period of twenty (20) years from the approval of the Project Plan, the UG shall collect Incremental Sales Tax and Incremental Property Tax Revenues as set forth below, unless the TIF District shall be earlier terminated pursuant to the express terms of this Agreement.

(i) Incremental Sales Tax. Subject to the terms and conditions of this Agreement and the TIF District Ordinance, the UG hereby agrees that the UG Contribution, plus Interest, shall be financed and reimbursed with Pay-Go TIF Financing (defined below in Section 4.4(b)) from the Incremental Sales Tax collected within Project Area 4 of the TIF District. The "Incremental Sales Tax" includes all incremental sales and use taxes, which are imposed pursuant to K.S.A. 12-187 *et seq*., limited to 1% of the current City of Kansas City sales tax rate of 1.625% (excluding the 0.25% UG EMS sales tax and the 0.375% UG public safety and neighborhood infrastructure tax) and the UG's share of the current Wyandotte County 1% sales tax, which is currently 93.84%, which annually exceed the Base Year Revenues received by the UG from Project Area 4 of the TIF District. For purposes hereof, the term "Base Year Revenues" means the aggregate amount of the sales and use taxes described above in Project Area 4 of the TIF District (if any) for the twelve (12) month period preceding _____, 2021.

(ii) Incremental Real Property Taxes. Subject to the terms and conditions of this Agreement and the TIF District Ordinance, the UG hereby agrees that the UG Contribution, plus Interest, shall be financed and reimbursed with Pay-Go TIF Financing (defined below in Section 4.4(b)) from the Incremental Property Tax collected within the TIF District. Pursuant to the provisions of the Project Plan and the TIF Act, including, but not limited to, Section 12-1775(a) of the TIF Act, all real property located within the TIF District is subject to assessment for annual Real Property Taxes. Real Property Taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which said amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The obligation to pay Real Property Taxes shall be a covenant running with

the land and shall create a lien in favor of the UG on each such tax parcel as constituted from time to time and shall be enforceable against Developer and its successors and assigns in ownership of property in the TIF District. Pursuant to the TIF Act, TIF increment will be collected from the entire TIF District; provided however, that for purposes hereof, the term "Base Year Assessed Valuation" means the assessed valuation of all real properties in Project Area 4 on the date of publication of the TIF District Ordinance.

(iii) Bridge TIF Fund. During the existence of the TIF District, all Incremental Sales Tax and Incremental Property generated within Project Area 4 of the TIF District shall be deposited into a separate fund (the "Bridge TIF Fund"), which shall be established and administered by the UG in compliance with this Agreement and all Applicable Laws and Requirements.

(iv) TIF Proceeds. The revenues received from the Incremental Sales Tax and Incremental Property Tax constitute the "TIF Proceeds". The TIF Proceeds shall be used to pay or reimburse the UG for the UG Contribution, plus Interest, subject to the limitations in the TIF Act. Developer hereby acknowledges and agrees that Developer will have no access to the TIF Proceeds.

(b) Pay-Go TIF Financing. Subject to the terms and conditions of this Agreement, the parties hereby agree that the TIF Proceeds shall be disbursed to the UG from the Bridge TIF Fund on a pay-as-you-go basis ("Pay-Go TIF Financing") to reimburse the UG for the UG Contribution, plus interest, if and to the extent that: (1) there are sufficient TIF Proceeds in the Bridge TIF Fund; (2) the UG has not already been reimbursed in full for the UG Contribution, plus Interest; and (3) the Term has not yet expired. The parties further agree that the Incremental Sales Tax and Incremental Property Tax shall be collected within Project Area 4 of the TIF District for a period that commences on the date that the Project Plan is approved by the UG's Commission up to and concluding upon that date which is the earlier of (a) the date that the UG has been reimbursed in full for the UG Contribution, plus interest, or (b) twenty (20) years from the date that the Project Plan was approved (the "TIF Collection Period").

4.5 IRBs. Developer has requested IRB financing in order to pay certain Project Costs pursuant to K.S.A. 12-1741 *et seq*. Subject to all Applicable Laws and Requirements and subject further to compliance by Developer with all of the UG's requirements for the issuance of IRBs, the parties hereby agree that Developer may use IRB financing to obtain an exemption on sales taxes for construction materials, equipment and furnishings for the Project. However, the parties hereby understand and agree that IRB financing shall not be used for abatement of ad valorem taxes for the Project or the Project Site. Developer agrees to pay all costs and expenses related to the issuance of the IRBs, including without limitation the UG's IRB issuance fees.

4.6 Certificate(s) of Expenditures for Reimbursement from UG Contribution and CID. The parties hereby agree as follows:

(a) Certificate of Expenditures. In order to receive payment or reimbursement for Project Costs with the UG Contribution or CID Eligible Expenses from Pay-Go CID Financing (after the UG Contribution and Interest thereon has been reimbursed in full), Developer shall submit a certificate of expenditures in the form attached hereto as **Exhibit J** (each, a "Certificate of Expenditures") attesting to the expenditure of Project Costs in accordance with the procedure set forth below. Developer may submit a separate Certificate of Expenditures each month, but no more than one time per month, for the UG Contribution and/or CID Proceeds. Project Costs may only

be identified as reimbursed from the UG Contribution or CID Fund, but not both. Additionally, Developer shall require that no transferee, purchaser, or lessee of any portion of the Project Site otherwise provide Certificate(s) of Expenditures 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 Expenditures 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 Expenditures setting forth the amount for which certification is sought and identification of the relevant Project Costs for payment of such expenses from the UG Contribution. All of the Project Costs to be paid or reimbursed with the UG Contribution must be either CID Eligible Expenses or TIF Eligible Expenses (so that the UG can reimburse itself with Pay-Go CID Financing or Pay-Go TIF Financing), and so the Developer's Certificate of Expenditure will also provide identification of the relevant Project Costs which are CID Eligible Expenses and/or TIF Eligible Expenses. Developer shall certify to the UG that it shall only use the UG Contribution as described in the Certificate of Expenditures thereon.

(ii) Developer shall submit to the UG a Certificate of Expenditures setting forth the amount for which certification is sought and identification of the relevant Project Costs for payment of such as CID Eligible Expenses from Pay-Go CID Financing. Developer shall certify to the UG that it shall only use the CID Proceeds for the CID Eligible Expenses described in the Certificate of Expenditures.

(iii) Each Certificate of Expenditures shall be accompanied by an accounting of the Private Funds paid to date, along with supporting documentation therefor, unless previously submitted.

(iv) Each Certificate of Expenditures shall be accompanied by such bills, contracts, invoices, lien waivers and other evidence as the UG shall reasonably require to document appropriate payment.

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

(vi) The UG reserves the right to, at reasonable times and upon reasonable notice, have its engineer or other agents, consultants or employees inspect all the items set forth in this Section 4.6 as reasonably necessary to determine that the expenses therein are valid, eligible and properly incurred and constitute CID Eligible Expenses (as applicable).

(vii) The UG shall have forty-five (45) calendar days after receipt of any Certificate of Expenditures to review and respond by written notice to Developer. If the UG disapproves of the Certificate of Expenditures, the UG shall notify Developer in writing of the reason for such disapproval within such forty-five (45) day period, in which event Developer shall have the right to revise and re-submit the Certificate of Expenditures to address the UG's reason for disapproval, and the UG will review and approve the revised Certificate of Expenditures within thirty (30) calendar days after receipt of the re-submitted

Certificate of Expenditures. Approval of any Certificate of Expenditures will not be unreasonably withheld, conditioned, or delayed.

(c) Third Party Oversight/Management. The parties hereby understand and agree that the process to approve Certificate(s) of Expenditures and properly disburse the UG Contribution and CID Proceeds is important to the UG and 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 and Developer hereby agrees to fully cooperate with any such third party representatives in this process and to pay the UG's reasonable costs for retaining such third parties.

ARTICLE 5. CLOSING

5.1 Closing. The term "Closing" as used in this Agreement shall be deemed to mean the date on which (a) the UG and KCMO have closed on the sale of the Bridge to the UG (which may occur prior to Closing), (b) the UG and Developer shall have executed and delivered a copy of the Bridge Lease, the Management Agreement, and all required condominium documents (c) the UG makes the UG Contribution available to Developer for reimbursement of Project Costs (but excluding the Pre-Development Funding, which shall be made available to Developer in accordance with Section 4.2(a)), and (d) all of the Closing Conditions set forth in Section 3.1 have been fully satisfied and/or waived. Notwithstanding anything herein to the contrary, the Closing must occur on or before the Drop Dead Date, or either party shall have the right to terminate this Agreement.

ARTICLE 6. CONSTRUCTION OF 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 Improvements. All agreements respecting architectural and engineering services shall be between Developer and such Persons, and a copy of each such agreement shall be timely provided to the UG upon a request for the same.

6.2 Design and Plans and Specifications. Developer shall, as soon as practicable, provide the UG with plans and specifications for the Improvements (the "Plans and Specifications"), which Plans and Specifications shall include cost estimates for the Improvements, the design of which is compatible with the Development Plan, the Project 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 UG, as well as approval by the appropriate Government Authorities in accordance with Applicable Laws and Requirements. Without the prior written approval of the UG and the appropriate Government Authorities, there shall be no Material Change (as defined in Annex 1) to the Plans and Specifications subsequent to the initial approval.

6.3 General Contractor and Construction Documents. Developer shall select one or more general contractors (the "General Contractor") for the Improvements. Developer represents that its construction documents relative to the Improvements (the "Construction Documents") will require and provide for (a) the design, development, construction, equipping and completion of the Improvements (or applicable portion thereof) in accordance with this Agreement, the Development Plan, the Project Plan, the Plans and Specifications and all Applicable Laws and Requirements; (b) a guaranteed maximum price, or other commercially reasonable payment structure acceptable to Developer; and (c) guaranteed Substantial Completion (as defined in Annex 1) not later than the Completion Date(s). Developer shall, as soon as practicable, provide the UG with a copy of the Construction Documents.

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

6.5 Terms and Requirements for Improvements. The contracts for all Improvements in the Project shall comply with all Applicable Laws and Requirements. Any Material Change to the Improvements require the prior approval of the UG in accordance with Applicable Laws and Requirements. The UG, or its designee, shall have the right to inspect, observe, and oversee the construction of the Improvements in order to ascertain and determine the requirements of this Agreement have been met. Developer shall obtain the UG's approval of all change orders relating to the Improvements that result in a Material Change.

6.6 Responsibility for Design and Construction. Developer shall, subject to the terms of this Agreement, the Development Plan and the Project Plan, have the sole right, and the responsibility, to design, manage, construct and operate the Project. Developer shall receive no separate fee from the UG for acting as construction manager or developer of the Project.

6.7 Payment and Performance Bonds. If required by Applicable Laws and Requirements for the Improvements, and unless such requirement is waived by UG, 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 project cost, as set forth in the Construction Documents. The bonds shall be in form and substance and issued by a corporate surety reasonably satisfactory to Developer, Developer's lender, and the UG.

6.8 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, shall procure and pay for any and all permits, licenses or other forms of authorizations that are, from time to time, required by Applicable Laws and Requirements; and (b) nothing herein shall be construed as any release by the UG of the responsibility of Developer to comply with, and satisfy the requirements of, all Applicable Laws and Requirements.

6.9 Periodic Meetings with Developer. From the Effective Date until Substantial Completion of the Project, Developer hereby agrees to meet with the UG at such intervals as Developer, the UG and any such designee of the UG shall mutually agree or reasonably request, and not more frequently than monthly, to review and discuss the design, development and construction of the Improvements and the Project as well as monthly reports on leasing prospects and event bookings applicable to any of the Improvements.

6.10 Commencement Date. Developer hereby agrees that, subject only to Force Majeure, Developer shall Commence Construction (as defined in Annex 1) of the Phase 1 Improvements of the Project as described in Section 2.3(a) on or before that date which is one hundred twenty (120) days after Closing (the "Commencement Date").\

6.11 Completion Date. Developer further agrees that, subject only to Force Majeure, Developer shall Substantially Complete (as defined in Annex 1) and open the Phase 1 Improvements on or before July 1, 2023 (the "Completion Date").

ARTICLE 7. USE AND OPERATION

7.1 Term. The Term of this Agreement shall commence on the Effective Date and shall expire on that date which is the later of: (a) the last day of the CID Collection Period, (b) the last day of the TIF Collection Period, or (c) twenty (20) years from the Effective Date of this Agreement (the "Term").

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

(a) Use and operate the Commercial Unit portion of the Project in accordance with the Bridge Lease only for a first-class recreational, entertainment and commercial space for the uses described in Section 2.2 for each of the Improvements, (the "Permitted Uses").

(b) Use and operate the Public Use Unit portion of the Project as public spaces in accordance with the Management Agreement, it being understood and agreed that these portions of the Project shall be deemed to be community assets and shall be open and available to the public during hours of operation that are consistent with other similar publicly available spaces and more particularly set forth in the Management Agreement. Without limiting the generality of the foregoing, Developer understands and agrees that the Trail and Trail Amenities shall be open and available to pedestrians and bicycle traffic at least during hours of operation that are consistent with other similar UG trails and amenities.

(c) Conduct its business at all times in a dignified quality manner and in conformity with first-class industry standards and in such manner as to help establish and maintain a high reputation for the Project.

(d) Additionally, Developer hereby understands and agrees that the nature of the commercial uses within the Project Site were critical to the UG's creation of same. Accordingly, the parties hereby agree that the following uses shall be prohibited within the Project Site, except as otherwise provided herein or with the prior written approval of the UG:

(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, as determined by the UG and Developer in their reasonable discretion.

(ii) A car wash facility.

(iii) A facility primarily used as a storage warehouse operation, mini-warehouse, or freight terminal.

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

(v) Any use which involves the long-term raising, breeding, and keeping of any animals or poultry.

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

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

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

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

(x) 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 within the Project Site to determine its own selling prices nor shall it preclude second-hand sales or the conduct of periodic seasonal sales, promotional or clearance sales, all of which are specifically permitted).

(xi) 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 complies with Environmental Regulations (as defined in Annex 1) and other Applicable Laws and Requirements.

(xii) Any automobile, truck or equipment dealerships of any kind, including without limitation, facilities with permanent sales, leasing or displays of any automobile, truck, trailer or recreational vehicle, except for in conjunction with promotions, displays, and other marketing activities (subject to Applicable Laws and Requirements).

(xiii) Any body shop repair operation, engine repair or vehicle repair facility for all vehicles, including motorcycles, unless ancillary to new vehicle sales (if such new vehicle sales are entirely interior or are approved by the UG under subparagraph (xii) above).

(xiv) Any mortuary or funeral home.

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

(xvi) The Project shall not be a nightclub; provided however that the parties hereby understand and agree that the bars in the Project may remain open and operating and serving alcoholic beverages after the Food Hall and other components of the Project have closed for the night.

(xvii) Any store selling tobacco products, CBD products, electronic or vapor smoking devices or paraphernalia; provided that this restriction is not intended to prohibit a grocery store, drug store, high-quality and reputable gas station or convenience store, or other businesses where such products are sold but are not relevant to the business's primary source of revenue.

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

(xix) Pay-day or title loan facilities.

(xx) Any seasonal tax preparation facilities; provided, however, for purposes of clarity, nothing herein is intended to prohibit independent certified public accountants with office space in the Project.

(xxi) Any store or business that uses "street marketing" of any kind, including without limitation, inflatable signs or characters, people dressed in costume, holding signs or wearing sandwich-boards or otherwise advertising directly to pedestrians or vehicular traffic.

(xxii) Any precious metals facilities, except for and excluding high quality jewelry stores that purchase precious metals as an ancillary part of their business operations.

(xxiii) A flea market.

(xxiv) Any use not permitted by the applicable zoning ordinance of the UG.

The foregoing list of prohibited uses is not intended to supplant the requirements and/or prohibition of uses stated within the UG's Code of Ordinances. The UG's Commission may grant variances to the restrictions set forth in this Section 7.2(c) from time to time in its sole and absolute discretion. At Closing, or within thirty (30) days thereafter, Developer and the UG shall execute a document which shall memorialize the restrictions set forth in this Section 7.2(c) and record the same against the real property within the Project Site, which restrictions shall be effective and run with the land for the Term of this Agreement. The UG shall consent to additional reasonable development, use and maintenance covenants for the Project Site to ensure the ongoing, high-quality use of the Project.

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

7.4 Maintenance and Use. During the Term, Developer shall cause the Project, and all parts thereof, the Project Site and all other of its property used or useful in the conduct of its business and operations on the Project Site, to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other first-class recreational, entertainment and commercial space (as the case may be) in the greater metropolitan Kansas City area, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Project Site. 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 Development Plan, and the Project Plan, and as long as the same do not materially

adversely affect Developer's ability to perform its obligations under this Agreement. Developer agrees to set aside on its books such reasonable reserves for future maintenance.

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. The parties further agree as follows:

(a) Without limiting the generality of the foregoing, Developer agrees that it will obtain a 408 permit and/or such other approvals as are required by the USACE due to the Project's proximity to the Kansas River, the levee and/or the floodwall.

(b) Developer agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Laws and Requirements, unless contested in good faith with the assurances provided in the preceding sentence.

7.6 Payment of Taxes and Other Charges. During the Term, Developer and any successors shall pay or cause to be paid as they become due and payable all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon parcels owned (or leased) by the Developer or upon any income therefrom, including, but not limited to, any taxes, assessments, or other governmental charges levied, assessed or imposed on the Project, the Project Site, and/or the Improvements. Ad valorem property taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which such amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The obligation to make ad valorem property tax payments shall be a covenant running with the land and shall create a lien in favor of the UG on each such tax parcel as constituted from time to time and shall be enforceable against Developer or each relevant successor parcel owner. Additionally, Developer hereby understands and agrees that if Developer shall fail to timely pay its ad valorem property taxes for a parcel, then Developer's access to the IRB financing for the Project shall be suspended until such taxes are paid in full.

(a) Nothing herein is intended to restrict Developer's right to file property tax appeals as long as such taxes are paid under protest when the subject property taxes are due and owing during the pendency of an appeal.

(b) The Parties hereby expect that the Public Use Unit portion of the Project will be exempt from ad valorem property taxes.

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 (as defined in Annex 1), 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, and shall promptly cause to be discharged, challenged 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.

7.10 Insurance. Immediately following Closing, Developer shall maintain or cause to be maintained insurance with respect to the portions of the Project which it leases or operates covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect Developer, the UG and the Project, but in no event in an amount less than that required by the Insurance Specifications attached hereto as **Exhibit K**, and made a part hereof, or as otherwise required by the terms of the Transaction Documents. Each policy or other contract for such insurance shall: (i) name the UG as an additional insured (with respect to liability insurance and only in an amount equal to Five Hundred Thousand Dollars ($500,000)), and (ii) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to Developer and each other insured, additional insured, loss payee and mortgage payee named therein. The rights of the UG to any insurance proceeds shall be subject and subordinate to the rights of any Permitted Mortgagee (as defined in Annex 1).

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

(a) In the event of damage to or destruction of any portion of the Improvements resulting from fire or other Casualty (as defined in Annex 1) during the Term, or in the event any portion of the Improvements is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, the net proceeds of any insurance relating to such damage or destruction, the net proceeds of such condemnation or taking, or the net proceeds of any realization on title insurance shall be paid into, and used in accordance with, a construction escrow agreement satisfactory to the UG and Developer ("Casualty Escrow").

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

(c) If at any time during the Term, title to the whole or substantially all of the Improvements shall be taken in condemnation proceedings or by right of eminent domain, Developer, at its sole discretion, may terminate this Agreement as of the date of such taking. For purposes of this Section 7.11(c), "substantially all of the Improvements" shall be deemed to have been taken if the UG and Developer, each acting reasonably and in good faith, determine that the

untaken portion of the Project, including the Parking Improvements, cannot be practically and economically used by Developer for the purposes and at the times contemplated by this Agreement.

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 Bridge Lease, the Management Agreement, the American Crane Lease or the USACE Agreement; (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 after the Effective Date, to persons or property occurring or allegedly occurring in, on or about the Project; (e) any breach, default or failure to perform by Developer under this Agreement following any notice and cure period provided herein; (f) any act by an employee of the UG at the Project Site which are within or under the control of Developer or pursued for the benefit of or on behalf of Developer; and (g) any claims or challenges related to the legality of the approval of, or terms contained in the planning, zoning, platting or other governmental approvals necessary for this Project, this Agreement, the Development Plan, the Project Plan, the CID, the TIF District, the formation of the CID and imposition of the CID Sales Tax and the terms thereof, the formation of the TIF District and collection of the Incremental Sales Tax and the terms thereof, and of the public financing structure contemplated by this Agreement. 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 bodily injury to persons or damage to property caused by such party's own respective willful and malicious acts or omissions or gross negligence. The foregoing covenants contained in this Section 7.12 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.

7.13 Prohibition on Sales, Etc. Except for a Permitted Mortgage, which is hereby permitted without any further approval of the UG, and except as otherwise provided herein or in the Bridge Lease or Management Agreement, during the Term, Developer will not, without the prior written consent of the UG: (a) assign, sell, lease, sublease, mortgage or otherwise transfer Developer's rights to the Project Site, the Improvements or equipment that comprise the Project or any part thereof or any interest therein; (b) merge with or into another corporation or sell or transfer to another corporation substantially all of its assets; or (c) assign this Agreement, the Bridge Lease or the Management Agreement. Any such assignment, sale, lease, sublease, 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 after inquiry and delivery of information to the UG as to whether the proposed Assignee has sufficient financial wherewithal and experience to successfully complete the Project according to the terms hereof. If there is an Approved Assignment, the Assignee shall assume and agree to pay and perform each and all of the terms and provisions hereof. Notwithstanding the foregoing, the parties hereby agree as follows:

(a) Developer may, subject always to the terms of this Agreement and the Bridge Lease, in the ordinary course of its business, but without any further approval of the UG, make subleases of portions of the Project to reputable commercial tenants for the Lower Deck Coffee

Bar, the Top Dock Coffee Bar, the Food Hall, and/or the Retail Space (the foregoing shall not include long-term ground leases, which shall require UG approval); and

(b) Without any further approval of the UG, Developer may transfer all or a portion of Developer's rights to the Project Site, and/or all or any portion of Developer's rights and/or obligations under this Agreement, to a transferee entity provided that the Controlling Person or Entity of such transferee entity is also the Controlling Person or Entity of the Developer, and provided that such transferee entity: (i) assumes or guarantees all of Developer's obligations under this Agreement with respect to all portions of the Project or this Agreement so transferred to such transferee entity, and (ii) remains liable jointly and severally with Developer therefor (an "Affiliate Transfer"). Developer shall deliver to the UG notice of any Affiliate Transfer within fifteen (15) days following such transfer. For purposes hereof, the term "Controlling Person or Entity" with respect to any entity means a Person or entity who, under Applicable Laws and Requirements, possesses all authority and power necessary to lawfully act on behalf of and bind such entity, over the objection of all other holders of any other interest in such entity, to fulfill the obligations of Developer under this Agreement.

Developer hereby acknowledges and agrees that any Approved Assignment or sublease pursuant to Section 7.13(a) above, and/or Affiliate Transfer shall be subordinate to the Collateral Assignment.

7.14 Utilities. During the Term, all utility and utility services used by Developer in, on or about the Project shall be paid (or caused to be paid) for by Developer, and Developer shall, at no cost to the UG, procure any and all permits, licenses or authorizations necessary in connection therewith.

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 construction and 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 shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance (as defined in Annex 1) in, upon, under, over or from the Project Site in violation of any Environmental Regulations; 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 Regulations; 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, the Project, whether or not Developer is responsible therefor, it being the intent of Developer and the UG that the UG shall have no liability or responsibility for damage or injury to human

health, the environment or natural resources caused by, for abatement and/or clean-up of, or otherwise with respect to, Hazardous Substances, which arises subsequent to Closing. 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. Any amounts covered by the foregoing indemnification shall bear interest from the date incurred at the Prime Rate (as defined in Annex 1) plus two percent (2%), 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.

ARTICLE 8. SPECIAL PROVISIONS

8.1 Special Agreements of Developer.

(a) Developer recognizes, stipulates and agrees that it will actively market and advertise (or cause to be actively marketed and advertised) the Project in the Kansas City Metropolitan area and regionally.

(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 Corporation.

(c) During the term of the Bridge Lease, the UG shall have the right to host up to two (2) events annually that use the entire Bridge for no rental fee or expense, other than food and beverage costs purchased from vendors on the Bridge at standard rates. Such events shall be booked by the UG at least 9 months in advance, and are reasonably subject to availability; the UG may not require Developer to cancel an event which has been previously booked by a third party.

(d) During the term of the Bridge Lease, the UG shall also have the right to host an unlimited number of staff meetings and/or public meetings on the Bridge (including the Central Truss and/or Meeting Space) at no rental fee or expense, other than food and beverage costs purchased from vendors on the Bridge at standard rates. Such events shall be scheduled with Developer at non-peak times and are reasonably subject to availability.

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

ARTICLE 9. DEFAULT AND REMEDIES

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

(a) Developer fails to timely commence and complete the Improvements or thereafter operate the Improvements in each Phase of the Project; or

(b) 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 twenty (20) days after the UG has given Developer written notice specifying such default; or

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

(d) Developer or any Affiliate (as defined in Annex 1) 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 sixty (60) days; or Developer or any Affiliate generally is not paying its debts as such debts become due; or Developer or any Affiliate 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 Affiliate and such appointment is not dismissed within sixty (60) days; or any execution or attachment shall issue against Developer whereupon the Project, or any part thereof, or any interest therein of Developer under this Agreement shall be taken and the same is not released prior to judicial sale thereunder (each of the events described in this subparagraph being deemed a default under the provisions of this Agreement);

(e) Developer breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within fifteen (15) days following Developer's receipt of written notice from the UG specifying such breach;

(f) Developer breaches any of the terms of the Bridge Lease, the Management Agreement, the USACE Agreement, or the Collateral Assignment.

In the event of such default, the UG may take such actions, or pursue such remedies, as exist hereunder, 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, provided that the UG is the prevailing party in such actions.

9.2 Rights and Remedies. Upon the occurrence and continuance of a Developer default, subject to any applicable notice and cure periods as described in Section 9.1 above, the UG shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(a) 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 IRB financing; (ii) terminate this Agreement, (iii) recover from Developer any portions of the UG Contribution which have not otherwise been reimbursed with Pay-Go TIF or Pay-Go CID Financing, and/or (iii) use any remedies provided to the UG under the Transaction Documents, the Bridge Lease, the Management Agreement or the Collateral Assignment, including UG's right to terminate the Bridge Lease and/or assume Developer's rights and interests to the Project Site and any Improvements thereon. 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.

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

(c) In the event of such default by Developer, the UG may take such actions, or pursue such remedies, as exist hereunder 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.

(d) 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. If a default by Developer occurs under this Agreement and is continuing, the UG may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by Developer of any provision of this Agreement. The UG shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Failure by the UG to enforce any such rights shall not be deemed a waiver thereof.

(e) Notwithstanding the foregoing or anything in this Agreement to the contrary, the parties hereby expressly acknowledge and agree that, under no circumstances, will Developer ever be liable for any remote or consequential damages including without limitation lost tax revenues, arising out of or in any way related to this Agreement.

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 thirty (30) days after Developer has given the UG written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the UG within such period and diligently pursued until the default is corrected. If a default by the UG occurs under this Agreement and is continuing, Developer may take whatever action at law or in equity as may appear necessary or desirable, in Developer's discretion, to enforce performance and observance by the UG of any provision of this Agreement; provided, however, that the UG's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the UG be liable for any 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.

In the event of such default, Developer may take such actions, or pursue such remedies, as exist hereunder or at law or in equity; and if Developer is the prevailing party in an action to enforce its remedies hereunder, 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, 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 Documents construction, failure of the UG to timely approve the Plans and Specifications, the, 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 Section10.2 shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

10.3 Covenants of Parties.

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

(i) Organization. Developer is a Missouri limited liability company duly formed and validly existing under the laws of the State of Missouri. Developer is duly authorized to conduct business in the State and each other jurisdiction in which the nature of its properties or its activities requires such authorization. Developer shall: (1) preserve and keep in full force and effect its corporate or other separate legal existence and (2) 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 Authorities or regulatory body or third party is required for the performance by Developer of this Agreement or the consummation of the transactions contemplated hereby except for zoning, building and other customary permits to be obtained from the UG or other Government Authorities.

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

(b) Representations and Warranties of the UG.

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

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

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

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

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

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

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

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

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

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

10.10 Consents and Approvals. Wherever in this Agreement it is provided that the UG or Developer shall, may or must give its approval or consent, the UG or Developer shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for Developer or the UG in any action concerning the other's reasonableness will be action for declaratory judgment and/or specific performance, and in no event shall either such party be entitled to claim damages of any type or nature in any such action.

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

The Unified Government Clerk
The Unified Government of Wyandotte County/Kansas City, Kansas
701 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
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 and Anna M. Krstulic
Stinson LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Telephone: (816) 842-8600
Email: todd.lasala@stinson.com, anna.krstulic@stinson.com

and to Developer at:

Flying Truss, LLC
15 East 68th Street
Kansas City, Missouri 64113
Attn: Michael Zeller
Telephone: (816) 699-5808
e-mail: Michaelzellerkc@gmail.com

with a copy to:

Paul M. Lewis
Lathrop GPM LLP
2345 Grand Blvd., Suite 2200
Kansas City, Missouri 64105
Telephone: (816) 460-5306
Email: Paul.Lewis@lathropgpm.com

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

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

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

10.14 Run with the Land. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and shall run with the land. However, Developer shall remain liable in the event of a violation of any of the terms or restrictions set forth in

Sections 7.8 and 7.13 hereof. At Closing, the parties shall record a memorandum describing this Agreement in the land records of Wyandotte County, Kansas.

10.15 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 _____, 2021, 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:

FLYING TRUSS, LLC, a Missouri limited liability company

By: _____
Michael Zeller, Manager

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021 by Michael Zeller, as Manager of Flying Truss, LLC, a Missouri limited liability company.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

My commission expires

_____

ANNEX 1
DEFINITIONS

"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" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise. However, the parties understand and agree that the term "Affiliate" shall not include passive investors or capital partners without day to day operational control of the Project.

"Affiliate Transfer" means a transfer by Developer of all or a portion of Developer's rights to the Project Site, and/or all or any portion of Developer's rights and/or obligations under this Agreement, to a transferee entity whose Controlling Person or Entity is also the Controlling Person or Entity of the Developer, as described in Section 7.13(b).

"Agreement" means this Kaw River Bridge Development Agreement by and between the UG and Developer.

"American Crane" means American Crane and Tractor Parts, Inc., a Missouri corporation, as described in Recital C.

"Amortization Schedule" means the amortization schedule for the UG Contribution, as described in Section 4.2 and attached as **Exhibit I**.

"Applicable Laws and Requirements" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by Government Authorities, and all requirements of any insurers. Applicable Laws and Requirements shall include, without limitation, the Development Plan, the Project Plan, the Kansas Cash Basis Law (K.S.A. § 10-1100 *et seq.*) and Budget Law (K.S.A. § 75-2935 *et seq.*).

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

"Assignee" means the assignee, purchaser, lessee, mortgagee, or transferee of an Approved Assignment pursuant to Section 7.13.

"Base Year Assessed Valuation" means the assessed valuation of all real properties in Project Area 4 on the date of publication of the TIF District Ordinance as described in Section 4.4(a)(ii).

"Base Year Revenues" means the aggregate amount of sales and use taxes imposed in Project Area 4 of the TIF District pursuant to K.S.A. 12-187 *et seq*., limited to 1% of the current City of Kansas City sales tax rate of 1.625% (excluding the 0.25% UG EMS sales tax and the 0.375% UG public safety and neighborhood infrastructure tax) and the UG's share of the current Wyandotte County 1% sales tax, which is currently 93.84%, for the twelve (12) month period preceding _____, 2021, as described in Section 4.4(a)(i).

"Bridge" means the Kaw River Bridge over the Kansas River in the City of Kansas City, Kansas, as described in Recital A.

"Bridge Lease" means the new lease to be entered into between the UG and Developer for the Bridge, as referenced in Recital C and the form of which is attached to this Agreement as **Exhibit M**.

"Bridge TIF Fund" means the separate fund and account established by the UG for collection of the Incremental Sales Tax and Incremental Real Property Tax collected within Project Area 4 of the TIF District as described in Section 4.4(a)(iii).

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

"Casualty Escrow" means the net proceeds of any insurance relating to damage or destruction of any portion of the Improvements, the net proceeds of condemnation or taking of any portion of the Improvements, or the net proceeds of any realization on title insurance paid into, and used in accordance with, a construction escrow agreement satisfactory to the UG and Developer, as further described in Section 7.11(a).

"Central Truss" means approximately [#] square feet of open-air multi-purpose space on the Bridge for public gathering and viewing, events and entertainment, as described in Recital A and Section 2.2(e).

"Certificate of Expenditure" means a form for attesting to the expenditure of Project Costs in accordance with the procedures set forth In Section 4.6, the form for which is attached hereto as **Exhibit J**.

"CID" means the community improvement district encompassing the Project Site, as described in Recitals E-G and legally described and generally depicted in the CID Ordinance attached hereto as **Exhibit B**.

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

"CID Collection Period" means the period of time in which the CID Sales Tax is imposed and collected within the CID, as described in Section 4.3(d).

"CID Fund" means the separate fund and account established by the UG for collection of the CID Proceeds collected within the CID, as described in Section 4.3(c).

"CID Ordinance" means the ordinance passed by the UG pursuant to the CID Act on _____, 202___ to approve the CID, as described in Recital G and a copy of which is attached hereto as **Exhibit B**.

"CID Petition" means that certain petition to be submitted by Developer (and others, if necessary) to request the formation of the CID, as described in Recital F.

"CID Proceeds" means the revenues received from imposition of the CID Sales Tax, as described in Section 4.3(b).

"CID Sales Tax" means the sales tax of two percent (2%) imposed within the CID on the sale of tangible personal property at retail or the rendering or furnishing of services which are taxable, as described in Recital G and Section 4.3(a).

"Closing" means the date, as described in Section 5.1, when (a) the UG and KCMO have closed on the sale of the Bridge (which may occur prior to Closing), (b) the UG and Developer shall have executed and delivered a copy of the Bridge Lease and the Management Agreement, (c) the UG makes the UG

Contribution available to Developer, and (d) all of the Phase 1 Conditions set forth in Section 3.1 have been fully satisfied and/or waived.

"Closing Conditions" means the conditions precedent to Closing of this Agreement, as set forth in Section 3.1.

"Coffee Bar" means an open-air coffee roastery/shop and bar on the Bridge, as described in Recital A and Section 2.2(c).

"Collateral Assignment" means the agreement between the UG and Developer by which Developer shall collaterally assign all of Developer's rights, title and interest in and to the KCMO Bridge Lease and USACE Agreement to the UG, as described in Section 3.1(g) and the form of which is attached hereto as **Exhibit G**.

"Commence Construction" means the issuance of the appropriate permits for construction of the Improvements and Developer's undertaking of a continuous program of construction for the Improvements (or the portion of the Improvements for a particular Phase).

"Commencement Date" or "Commencement Dates" means the date(s) by which Developer shall Commence Construction of the Phases of the Project, as described in Section 6.10.

"Commercial Unit" means the condominium unit for public components of the Project, including the Food Hall, the Riverdeck and _____, as described in Section 2.4 hereof.

"Community Zone" means an approximately __ square foot multi-purpose space located on the first level of the Bridge, created through construction of steel cantilevers from both sides of the Bridge and spanning the Western Truss of the Bridge, as described in Section 2.2(j).

"Completion Date" or "Completion Dates" means the applicable date(s) identified for completion of construction of the Phases of the Project, as described in Section 6.11.

"Construction Documents" means the Developer's construction documents relative to the Improvements, as described in Section 6.3.

"Controlling Person or Entity" means a person or entity who, under Applicable Laws and Requirements, possesses all authority and power necessary to lawfully act on behalf of and bind such entity, over the objection of all other holders of any other interest in such entity, to fulfill the obligations of Developer under the Agreement, as described in Section 7.13(b).

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

"Developer" means Flying Truss, LLC, a Missouri limited liability company.

"Development Plan" means the final site plan approvals for the Improvements (or portion(s) thereof), as described in Section 2.2.

"DOR" means the Kansas Department of Revenue, as referenced in Section 4.3(a).

"Drop Dead Date" means the date certain by which Closing must occur, as set forth in Section 3.2.

"East Property" means approximately 1.30 acres of real property within the Project Site on the east side of the Bridge, as described in Recital A, legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2**.

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

"Environmental Regulations" means any and all present and future laws, statutes, ordinances, rules, regulations and orders of any governmental authority having jurisdiction over the parties hereto or any portion of the Project 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").

"Food Hall" means an outdoor food hall consisting of approximately 3,000 square feet of commercial kitchens for local chefs to serve visitors on decks cantilevered off both sides of the Bridge, as described in Recital A and Section 2.2(d).

"Force Majeure" is defined in Section 10.2.

"GAAP" means generally accepted accounting principles.

"General Contractor" means that general contractor selected by Developer for the Improvements, as described in Section 6.3.

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

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

"Improvements" means those certain improvements that are contemplated to be constructed in the Project as described in Section 2.2 and generally depicted in **Exhibit F**.

"Incremental Real Property Taxes" means, as described in Section 4.4(a)(ii), an amount equal to the amount of Real Property Taxes collected from within Project Area 4 of the TIF District that exceeds the amount of Real Property Taxes collected from the Base Year Assessed Valuation of the real property within Project Area 4 of the TIF District, but only to the extent such funds are actually collected and allocated to the TIF District pursuant to the TIF Act.

"Incremental Sales Tax" means that amount of sales and use taxes received by the UG from Project Area 4 of the TIF District, which are imposed pursuant to K.S.A. 12-187 *et seq*., limited to 1% of the current City of Kansas City sales tax rate of 1.625% (excluding the 0.25% UG EMS sales tax and the 0.375% UG

public safety and neighborhood infrastructure tax) and the UG's share of the current Wyandotte County 1% sales tax, which is currently 93.84%, which exceeds the Base Year Revenues, as described in Section 4.4(a)(i).

"Infrastructure" means all of the infrastructure improvements, including without limitation, sitework, sewer, stormwater and water main improvements, irrigation systems, sidewalks, drives and other pedestrian and vehicular thoroughfares which are necessary to support the Improvements, as described in Section 2.2(k).

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

"Interest" means interest at a rate of 2% per annum on the UG Contribution as described in Section 4.2.

"IRB" means industrial revenue bond financing pursuant to K.S.A. 12-1741 *et. seq*. as described in Rectial J and Section 4.5.

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

"KCMO Bridge Lease" means that certain Bridge Lease dated June 23, 2016, by and between KCMO and Developer, as described in Recital C.

"Management Agreement" means that certain management agreement between the UG and Developer (the "Management Agreement") for the Public Use Unit, the form of which is attached hereto as **Exhibit N**.

"Material Change" 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 Requirements.

"Minimum Improvements" means all of the Improvements described in Phase 1 as set forth in Section 2.3(a) and all of the Improvements in Phase 2 as set forth in Section 2.3(b) in accordance with the terms of this Agreement, all as described in Section 2.3(d).

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

“Parties” means, collectively, the UG and the Developer.

"Pay-Go CID Financing" means a method of financing pursuant to which the UG Contribution, plus Interest, is paid and/or reimbursed as CID Proceeds are deposited in the CID Fund, without notes or bonds, as described in Section 4.3(d).

"Pay-Go TIF Financing" means a method of financing pursuant to which the UG Contribution, plus Interest, paid and/or reimbursed as TIF Proceeds are deposited in the Bridge TIF Fund, without notes or bonds, as described in Section 4.4(b).

"Permitted Mortgage" means any mortgage placed on, or other security interest granted in, the Project Site or any part thereof in connection with any construction or permanent financing of the Project.

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

"Permitted Uses" means a first-class recreational, entertainment and commercial space for the uses described in Section 2.2 for each of the Improvements, as described in Section 7.2(a).

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

"Phase" or "Phases" means the multiple phases of construction of the Project, as described in Section 2.3.

"Phase 1" means general improvements to the Bridge and the design, construction and development of certain Improvements within the Project, as described in Section 2.3(a) and generally depicted on **Exhibit F**.

"Phase 1 Funds" means immediately available private funds for Phase 1 of the Project in the amount of One Million Six Hundred Thousand Dollars ($1,600,000), as described in Section 3.1(a).

"Phase 2" means the design, construction and development of certain Improvements within the Project, as described in Section 2.3(b) and generally depicted on **Exhibit F**.

"Phase 3" means the design, construction and development of certain Improvements within the Project, as described in Section 2.3(c) and generally depicted on **Exhibit F**.

"Plans and Specifications" means the plans and specifications for the Improvements, as described in Section 6.2.

"Planter Boxes" means Planter Boxes featuring perennials, grasses, shrubs and trees as described in Section 2.2(j).

"Prime Rate" means the rate of interest announced from time to time by Security Bank of Kansas City, or any successor to it. If such bank, or any successor to it, ceases to announce a prime rate, the UG shall designate a reasonably comparable financial institution for purposes of determining the Prime Rate.

"Private Funds" means the Developer's private equity and debt used to pay the Project Costs, as described in Section 4.1.

“Pre-Development Funding” means up $75,000 of the UG Contribution, which will be made available to Developer solely for architecture, engineering, site plan and environmental, subject to the conditions described in Section 4.2(a).

"Programmable Lighting" means LED lighting on the Bridge that is programmable, as described in Section 2.2(i).

"Project" means the design, development, and construction of the Improvements on the Project Site, as generally described in Recital A and more particularly described in Section 2.2.

"Project Costs" means the costs of the Project, as described in Section 4.1 and **Exhibit H**.

"Project Plan" means the Redevelopment Project Plan for Project Area 4 the TIF District approved and adopted by the UG pursuant to the TIF Project Ordinance, as described in Recital I.

"Project Site" means, collectively, the Bridge, East Property, and West Property, as described in Recital A, legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2**.

"Public Use Unit" means the condominium unit for public components of the Project, including the Trail, the Trail Amenities, the Central Truss, the Gardens and _____ as set forth in Section 2.4.

"Recreational Space" means approximately [#] square feet of recreational space for pickle ball, sand volleyball courts, a climbing wall with ballets, and other recreational and entertainment activities, as described in Section 2.2(h).

"Resolution of Intent" means that certain master resolution of intent indicating the UG's intention to grant to Developer the IRB financing, as described in Sections 3.1(d) and 4.5.

"Restaurant(s)" means one or more restaurants on the Bridge, as described in Recital A and Section 2.2(c).

"Retail Space" means approximately [#] square feet for retail uses on the Riverdeck, as described in Section 2.2(c)(iii).

"Riverdeck" means an approximately 7,750 square foot multi-purpose space on the Bridge, including among other things, the Coffee Bar, the Restaurant(s), Retail Space, and Roof Deck, as described in Recital A and Section 2.2(c).

"Roof Deck" means an approximately [#] square foot roof deck for public gathering and viewing, events and entertainment, including but not limited to musical performances, art fairs, craft beer and wine tasting, and rental for private events, as described in Section 2.2(c)(iv).

"Sound System" means the sound system for musical performances and other programming on the Bridge as descrbed in Section 2.2(i).

"State" means the State of Kansas.

"Substantial Completion" and "Substantially Complete" 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 of a temporary certificate of occupancy for the Improvements).

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

"TIF" means tax increment financing, as described in Recital H and Section 4.4.

"TIF Act" means K.S.A. § 12-1770 *et seq.*, as amended.

"TIF Collection Period" means the period that commences on the date that the Project Plan is approved by the UG's Commission up to and concluding upon that date which is twenty (20) years from the date that the Project Plan was approved, as described in Section 4.4(b).

"TIF District" means the TIF District established by the UG pursuant to the TIF District Ordinance and the TIF Act, as described in Recital H, legally described in **Exhibit D-1** and generally depicted in **Exhibit D-2**.

"TIF District Ordinance" means Ordinance No. O-47-20 passed by the UG pursuant to the TIF Act on August 13, 2020 to approve the TIF District, as subsequently amended by Ordinance No. O-___-21 passed by the UG on _____, 2021, as described in Recital H and a copy of which is attached hereto as **Exhibit C**.

"TIF Proceeds" means the revenues received from the Incremental Sales Tax and Incremental Property Tax, as described in Section 4.4(a)(iv).

"TIF Project Ordinance" means the ordinance passed by the UG pursuant to the TIF Act on or about _____, 202___ to approve the Project Plan, as described in Recital I and a copy of which is attached hereto as **Exhibit E**.

"Transaction Documents" means the lease, along with 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 IRB financing.

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

"Trail" means an approximately 700-foot public trail across the Bridge to connect the West Bottoms to existing levee trails along the west side of the Kansas River, as described in Recital A and Section 2.2(a).

"Trail Amenities" means the amenities associated with the Trail, including trailheads, safety railings, stairs and accessibility ramps, security system, public restrooms and drinking fountains, as described in Recital A and Section 2.2(b).

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

"UG Contribution" means the UG's contribution of Two Million Dollars ($2,000,000) to Developer from the UG's Convention and Tourism Fund, as described in Recital D and Section 4.2.

"USACE" means the U.S. Army Corps of Engineers.

"West Property" means approximately 1.46 acres of real property within the Project Site on the west side of the Bridge, as described in Recital A, legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2**.

INDEX OF EXHIBITS

Exhibit A-1	The Project Site – Legal Description
Exhibit A-2	The Project Site – Map
Exhibit B	CID Ordinance
Exhibit C	TIF District Ordinance
Exhibit D-1	TIF District – Legal Description
Exhibit D-2	TIF District – Map
Exhibit E	TIF Project Ordinance
Exhibit F	Improvements – Depiction
Exhibit G	Form of Collateral Assignment
Exhibit H	Total Project Budget
Exhibit I	Amortization Schedule
Exhibit J	Certificate of Expenditures Form
Exhibit K	Insurance Specifications
Exhibit L	LBE/MBE/WBE Goals and Requirements
Exhibit M	Form of Bridge Lease
Exhibit N	Form of Management Agreement

EXHIBIT A-1

PROJECT SITE – LEGAL DESCRIPTION

Tract A (the Bridge):

Tract of land in the Southeast Quarter of Fractional Section 14, Township 11 South, Range 25 East, of the Sixth Principal Meridian in Kansas City, Wyandotte County, Kansas, said Tract being more particularly described by Steven C. Shafer, PLS 852, of BHC RHODES, CLS 175, by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on Grid North Kansas State Plane Coordinate System North Zone, on the State Line between Kansas and Missouri in the Northwest Quarter of Section 7, Township 49 North, Range 33 West, of the Fifth Principal Meridian having a bearing of South 1° 56' 53" East.)

COMMENCING at the Northwest corner of Section 7, Township 49 North, Range 33 West, of the Fifth Principal Meridian monumented by a 1/2-inch reinforcing rod with a 3-inch disk on the State Line between Kansas and Missouri; Thence South 1° 56' 53" East, 793.02 feet, on said State Line and the East line of the Southeast Quarter of said Fractional Section 14; Thence South 88° 03' 07" West, 107.67 feet, perpendicular to the last described course, to a point on the East Harbor Line of the Kansas River, and the POINT OF BEGINNING of said Tract herein described; Thence Southeasterly on said East Harbor Line, on a curve concave Westerly, with a radius of 1910.08 feet, an arc length of 139.43 feet, said curve having a chord bearing South 10° 02' 08" East, a chord distance of 139.40 feet; Thence departing said East Harbor Line South 83° 53' 28" West, 119.43 feet; Thence South 81° 14' 26" West, 615.15 feet, to a point on the West Harbor Line of the Kansas River and the beginning of a non-tangent curve, concave to the west, having a radius of 1176.08 feet; Thence Northerly on said West Harbor Line and on said curve, to the left, an arc length of 140.50 feet, said curve having a chord bearing North 11° 05' 28" West, a chord distance of 140.42 feet; Thence departing said West Harbor Line, North 81° 14' 26" East, 620.86 feet; Thence North 84° 25' 18" East, 116.38 feet, to the POINT OF BEGINNING, said tract containing 103,084 square feet or 2.3665 acres.

Tract B (the West Property):

Lot 1A, RIVER PARK, a subdivision of land recorded October 25, 1999, as Document Number 1311902, in Plat Book 39 at Page 4, in Section 14, Township 11 South, Range 25 East, of the Sixth Principal Meridian, in Kansas City, Wyandotte County, Kansas, said Tract being more particularly described by Steven C. Shafer, PLS 852, of BHC RHODES CLS 175, by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on Grid North, Kansas State Plane Coordinate System, North Zone, NAD83, on the State Line between Kansas and Missouri in the Northwest Quarter of Section 7, Township 49 North, Range 33 West, of the Fifth Principal Meridian having a bearing of South 1° 56' 53" East.)

BEGINNING at the Southeast corner of said Lot 1A, monumented by a found 1/2-inch reinforcing rod with a cap marked LS 533 set in concrete; Thence South 87° 27' 18" West, 457.45 feet (South 89° 39' 08" West by plat), on the South line of said Lot 1A; Thence North 88° 21' 50" West, 126.06 feet (North 86° 10' 00" West by plat), on said South line; Thence South 87° 27' 18" West, 50.00 feet (South 89° 39' 08" West by plat), on said South line, to the beginning of a tangent curve, concave to the Northeast, having a

radius of 70.00 feet; Thence Northwesterly on said curve, to the right, an arc length of 110.10 feet, said curve having a chord bearing North 47° 29' 12" West, a chord distance of 99.10 feet, on the Westerly line of said Lot 1A; Thence North 02° 25' 42" West, 13.50 feet (North 1°15'32" West by plat), on said West line, to the beginning of a non-tangent curve concave to the South, having a radius of 838.97 feet; Thence Easterly on said curve, to the right, an arc length of 56.13 feet, said curve having a chord bearing North 85° 28 ' 14" East (North 87° 40' 04" East by plat), a chord distance of 56.12 feet (56.13 feet by plat), on the North line of said Lot 1A; Thence North 87° 23' 15" East, 567.72 feet (North 89° 35' 05" East by plat), on said North line, to the beginning of a non-tangent curve, concave to the North, having a radius of 466.34 feet; Thence Easterly on said curve, to the left, an arc distance of 67.84 feet, said curve having a chord bearing North 83° 13' 00" East (North 85° 25' 02" East by plat), a chord distance of 67.78 feet, to a point on the Westerly Harbor Line of the Kansas River and the East line of said Lot 1A, and the beginning of a non-tangent curve, concave to the West, having a radius of 1176.08; Thence Southerly on said curve, to the right, an arc length of 101.17 feet, said curve having a chord bearing South 09° 12' 39" East, a chord distance of 101.14 feet, to the POINT OF BEGINNING, said Lot 1A containing 63,774 square feet or 1.4640 acres.

Tract C (the East Property):

A Tract of land in the Southeast Quarter of Fractional Section 14, Township 11 South, Range 25 East, of the Sixth Principal Meridian in Kansas City, Wyandotte County, Kansas, said Tract being more particularly described by Steven C. Shafer, PLS 852, of BHC RHODES, CLS 175, by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on Grid North, Kansas State Plane Coordinate System, North Zone, NAD83, on the State Line between Kansas and Missouri in the Northwest Quarter of Section 7, Township 49 North, Range 33 West, of the Fifth Principal Meridian having a bearing of South 1° 56' 53" East.)

COMMENCING at the Northwest corner of Section 7, Township 49 North, Range 33 West, of the Fifth Principal Meridian, monumented by a found 1/2-inch reinforcing rod with a 3-inch disk, on the State Line between Kansas and Missouri; Thence South 1° 56' 53" East, 705.07 feet, on said State Line and the East line of said Southeast Quarter of Fractional Section 14, to the POINT OF BEGINNING of said Tract herein described; Thence South 1° 56' 53" East, 654.10 feet, on said State Line and sand East line, to its intersection with a point below the North face of the Kansas Avenue bridge over the Kansas River; Thence North 74° 12' 00" West, 92.55 feet, along said North face, to a point on the East Harbor Line of the Kansas River, and the beginning of a non-tangent curve, concave to the West, having a radius of 1910.08 feet; Thence Northerly on said East Harbor line and on said curve to the left, an arc length of 621.24 feet, said curve having a chord bearing North 5° 14' 38" West, a chord distance of 618.51 feet; Thence North 84° 10' 00" East, 123.99 feet, the POINT OF BEGINNING, said Tract containing 56,767 square feet or 1.3032 acres.

EXHIBIT A-2

PROJECT SITE – MAP

EXHIBIT B

CID ORDINANCE

[To be attached.]

EXHIBIT C

TIF DISTRICT ORDINANCE

[To be attached.]

EXHIBIT D-1

TIF DISTRICT – LEGAL DESCRIPTION

A PORTION OF LOT 1 OF FRACTIONAL SECTION 14, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, AS LOCATED BY SILAS ARMSTRONG, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT FILED IN THE DISTRICT LAND OFFICE AT LECOMPTON, KANSAS TERRITORY IN FEBRUARY 1858; SAID LAND ALSO BEING PORTIONS OF TRACTS 1, 2, 3 AND 4 AS SHOWN ON THE PLAT OF PARTITION IN DISTRICT COURT CASE NO. 911 IN 1867 AND A PORTION OF THE NORTH 40 ACRE TRACT AS SHOWN ON THE PLAT OF PARTITION IN DISTRICT COURT CASE NO. 1066 IN 1869, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: BEARINGS STATED IN THE FOLLOWING DESCRIPTION ARE ORIENTED TO GRID NORTH, MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM 1983.

BEGINNING AT A POINT ON THE KANSAS/MISSOURI STATE LINE, SAID POINT BEING 2162.94 FEET SOUTH OF THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 14 AND 1016.21 NORTH OF THE SOUTHWEST CORNER OF FRACTIONAL SECTION 6, TOWNSHIP 49 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN KANSAS CITY, JACKSON COUNTY, MISSOURI, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF GATEWAY 2000 - KANSAS, A SUBDIVISION OF LAND IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS; THENCE NORTH 87 DEGREES 58 MINUTES 19 SECONDS WEST 835.11 FEET, ALONG THE SOUTH LINE OF SAID GATEWAY 2000 - KANSAS, TO A POINT ON THE UNITED STATES HARBOR LINE WHICH IS A CURVE CONCAVE TO THE EAST AND TO WHICH POINT A RADIAL LINE BEARS NORTH 66 DEGREES 17 MINUTES 58 SECONDS EAST; THENCE SOUTHERLY 149.84 FEET, ALONG SAID HARBOR LINE AND SAID CURVE TO THE LEFT HAVING A RADIUS OF 2570.20 FEET AND A CENTRAL ANGLE OF 3 DEGREES 20 MINUTES 25 SECONDS; THENCE SOUTH 27 DEGREES 02 MINUTES 27 SECONDS EAST 314.59 FEET, ALONG SAID HARBOR LINE, TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE SOUTHERLY 1021.96 FEET, ALONG SAID HARBOR LINE AND SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5729.68 FEET AND A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 10 SECONDS; THENCE SOUTH 16 DEGREES 49 MINUTES 25 SECONDS EAST 262.70 FEET, ALONG SAID HARBOR LINE, TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE SOUTHERLY 288.90 FEET, ALONG SAID HARBOR LINE AND SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1910.08 FEET AND A CENTRAL ANGLE OF 8 DEGREES 39 MINUTES 69 SECONDS, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD (NOW ABANDONED); THENCE SOUTH 87 DEGREES 27 MINUTES 18 SECONDS EAST 98.27 FEET, ALONG SAID NORTH RIGHT-OF-WAY LINE, TO A POINT ON THE KANSAS/MISSOURI STATE LINE AND THE WEST RIGHT-OF-WAY LINE OF AMERICAN ROYAL DRIVE, AS NOW ESTABLISHED; THENCE NORTH 00 DEGREES 17 MINUTES 16 SECONDS EAST 854.18 FEET, ALONG SAID STATE LINE, TO THE SOUTHWEST CORNER OF SAID FRACTIONAL SECTION 6, TOWNSHIP 49 NORTH, RANGE 33 WEST; THENCE NORTH 00 DEGREES 17 MINUTES 41 SECONDS EAST 1016.21 FEET, ALONG SAID STATE LINE, TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED.

And

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 14, TOWNSHIP 11 SOUTH, RANGE 25 EAST, OF THE SIXTH PRINCIPAL MERIDIAN IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY STEVEN C. SHAFER, PLS 852, OF BHC RHODES, CLS 175, BY METES AND BOUNDS AS FOLLOWS:

(NOTE: FOR COURSE ORIENTATION THE BEARINGS IN THIS DESCRIPTION ARE BASED ON GRID NORTH KANSAS STATE PLANE COORDINATE SYSTEM NORTH ZONE, ON THE STATE LINE BETWEEN KANSAS AND MISSOURI IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 49 NORTH, RANGE 33 WEST, OF THE FIFTH PRINCIPAL MERIDIAN HAVING A BEARING OF SOUTH 1 DEGREES 56 MINUTES 53 SECONDS EAST.)

COMMENCING AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 49 NORTH, RANGE 33 WEST, OF THE FIFTH PRINCIPAL MERIDIAN MONUMENTED BY A 1/2-INCH REINFORCING ROD WITH A 3-INCH DISK ON THE STATE LINE BETWEEN KANSAS AND MISSOURI; THENCE SOUTH 1 DEGREES 56 MINUTES 53 SECONDS EAST, 793.02 FEET, ON SAID STATE LINE AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID FRACTIONAL SECTION 14;THENCE SOUTH 88 DEGREES 03 MINUTES 07 SECONDS WEST, 107.67 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE, TO A POINT ON THE EAST HARBOR LINE OF THE KANSAS RIVER, AND THE POINT OF BEGINNING OF SAID TRACT HEREIN DESCRIBED; THENCE SOUTHEASTERLY ON SAID EAST HARBOR LINE, ON A CURVE CONCAVE WESTERLY, WITH A RADIUS OF 1910.08 FEET, AN ARC LENGTH OF 139.43 FEET, SAID CURVE HAVING A CHORD BEARING SOUTH 10 DEGREES 02 MINUTES 08 SECONDS EAST, A CHORD DISTANCE OF 139.40 FEET; THENCE DEPARTING SAID EAST HARBOR LINE SOUTH 83 DEGREES 53 MINUTES 28 SECONDS WEST, 119.43 FEET; THENCE SOUTH 81 DEGREES 14 MINUTES 26 SECONDS WEST, 615.15 FEET, TO A POINT ON THE WEST HARBOR LINE OF THE KANSAS RIVER AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1176.08 FEET; THENCE NORTHERLY ON SAID WEST HARBOR LINE AND ON SAID CURVE, TO THE LEFT, AN ARC LENGTH OF 140.50 FEET, SAID CURVE HAVING A CHORD BEARING NORTH 11 DEGREES 05 MINUTES 28 SECONDS WEST, A CHORD DISTANCE OF 140.42 FEET; THENCE DEPARTING SAID WEST HARBOR LINE, NORTH 81 DEGREES 14 MINUTES 26 SECONDS EAST, 620.86 FEET; THENCE NORTH 84 DEGREES 25 MINUTES 18 SECONDS EAST, 116.38 FEET, TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 103,084 SQUARE FEET OR 2.3665 ACRES. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. TOGETHER WITH ALL THAT PART OF THE ABANDONDED CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT-OF-WAY LYING BETWEEN THE KANSAS/MISSOURI STATE LINE AND THE UNITED STATES HARBOR LINE ON THE EASTERLY SIDE OF THE KANSAS RIVER.

And

Lot 1A, RIVER PARK, a subdivision of land recorded October 25, 1999, as Document Number 1311902, in Plat Book 39 at Page 4, in Section 14, Township 11 South, Range 25 East, of the Sixth Principal Meridian, in Kansas City, Wyandotte County, Kansas, said Tract being more particularly described by Steven C. Shafer, PLS 852, of BHC RHODES CLS 175, by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on Grid North, Kansas State Plane Coordinate System, North Zone, NAD83, on the State Line between Kansas and Missouri in the Northwest Quarter of Section 7, Township 49 North, Range 33 West, of the Fifth Principal Meridian having a bearing of South 1° 56' 53" East.)

BEGINNING at the Southeast corner of said Lot 1A, monumented by a found 1/2-inch reinforcing rod with a cap marked LS 533 set in concrete; Thence South 87° 27' 18" West, 457.45 feet (South 89° 39' 08" West by plat), on the South line of said Lot 1A;

Thence North 88° 21' 50" West, 126.06 feet (North 86° 10' 00" West by plat), on said South line;

Thence South 87° 27' 18" West, 50.00 feet (South 89° 39' 08" West by plat), on said South line, to the beginning of a tangent curve, concave to the Northeast, having a radius of 70.00 feet;

Thence Northwesterly on said curve, to the right, an arc length of 110.10 feet, said curve having a chord bearing North 47° 29' 12" West, a chord distance of 99.10 feet, on the Westerly line of said Lot 1A;

Thence North 02° 25' 42" West, 13.50 feet (North 1°15'32" West by plat), on said West line, to the beginning of a non-tangent curve concave to the South, having a radius of 838.97 feet;

Thence Easterly on said curve, to the right, an arc length of 56.13 feet, said curve having a chord bearing North 85° 28 ' 14" East (North 87° 40' 04" East by plat), a chord distance of 56.12 feet (56.13 feet by plat), on the North line of said Lot 1A;

Thence North 87° 23' 15" East, 567.72 feet (North 89° 35' 05" East by plat), on said North line, to the beginning of a non-tangent curve, concave to the North, having a radius of 466.34 feet;

Thence Easterly on said curve, to the left, an arc distance of 67.84 feet, said curve having a chord bearing North 83° 13' 00" East (North 85° 25' 02" East by plat), a chord distance of 67.78 feet, to a point on the Westerly Harbor Line of the Kansas River and the East line of said Lot 1A, and the beginning of a non-tangent curve, concave to the West, having a radius of 1176.08;

Thence Southerly on said curve, to the right, an arc length of 101.17 feet, said curve having a chord bearing South 09° 12' 39" East, a chord distance of 101.14 feet, to the POINT OF BEGINNING, said Lot 1A containing 63,774 square feet or 1.4640 acres.

Subject to all easements and restrictions of record.

And

A Tract of land in the Southeast Quarter of Fractional Section 14, Township 11 South, Range 25 East, of the Sixth Principal Meridian in Kansas City, Wyandotte County, Kansas, said Tract being more particularly described by Steven C. Shafer, PLS 852, of BHC RHODES, CLS 175, by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on Grid North, Kansas State Plane Coordinate System, North Zone, NAD83, on the State Line between Kansas and Missouri in the

Northwest Quarter of Section 7, Township 49 North, Range 33 West, of the Fifth Principal Meridian having a bearing of South 1° 56' 53" East.)

COMMENCING at the Northwest corner of Section 7, Township 49 North, Range 33 West, of the Fifth Principal Meridian, monumented by a found 1/2-inch reinforcing rod with a 3-inch disk, on the State Line between Kansas and Missouri;

Thence South 1° 56' 53" East, 705.07 feet, on said State Line and the East line of said Southeast Quarter of Fractional Section 14, to the POINT OF BEGINNING of said Tract herein described;

Thence South 1° 56' 53" East, 654.10 feet, on said State Line and sand East line, to its intersection with a point below the North face of the Kansas Avenue bridge over the Kansas River;

Thence North 74° 12' 00" West, 92.55 feet, along said North face, to a point on the East Harbor Line of the Kansas River, and the beginning of a non-tangent curve, concave to the West, having a radius of 1910.08 feet;

Thence Northerly on said East Harbor line and on said curve to the left, an arc length of 621.24 feet, said curve having a chord bearing North 5° 14' 38" West, a chord distance of 618.51 feet;

Thence North 84° 10' 00" East, 123.99 feet, the POINT OF BEGINNING, said Tract containing 56,767 square feet or 1.3032 acres.

EXHIBIT D-2

TIF DISTRICT – MAP

EXHIBIT E

TIF PROJECT ORDINANCE

[To be attached.]

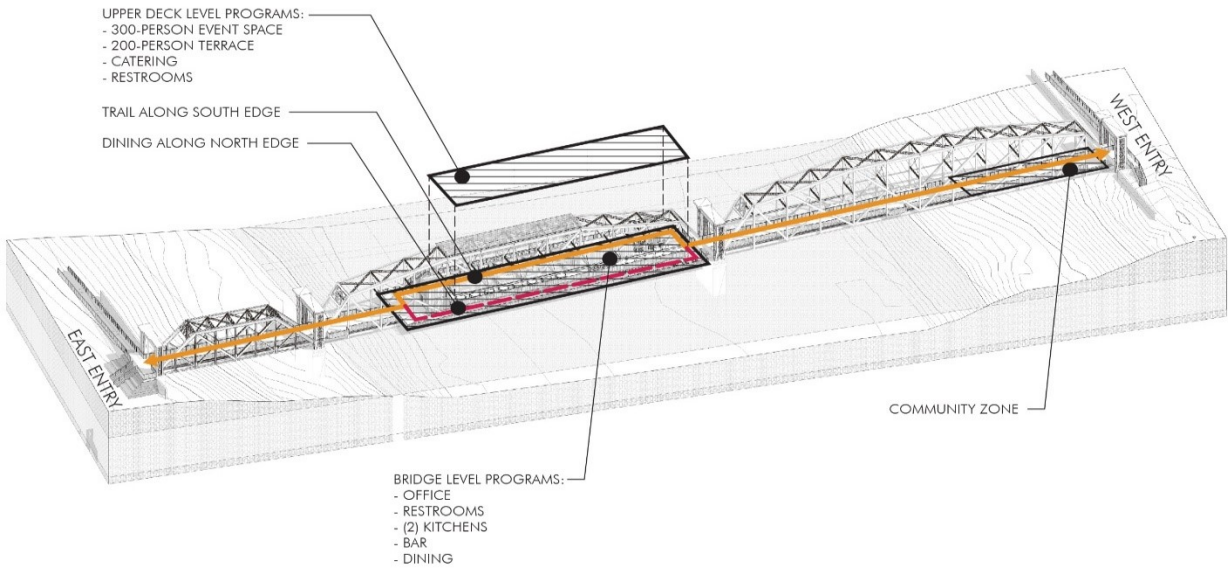
EXHIBIT F

IMPROVEMENTS – DEPICTION

F. Improvements Depictions

Bridge-Trail Crossing, Trailhead Services, and Commercial Services

Below components are based upon preliminary designs by Gould Evans Architects, and Thornton Tomasetti and TranSystems Engineering firms



Looking Southwest. Bridge Trail unites the levee-top trails along both sides of the Kaw. Trailhead services and commercial amenities are concentrated on two decks occupying most of the Central Truss. A Community Zone animates the Western Truss.

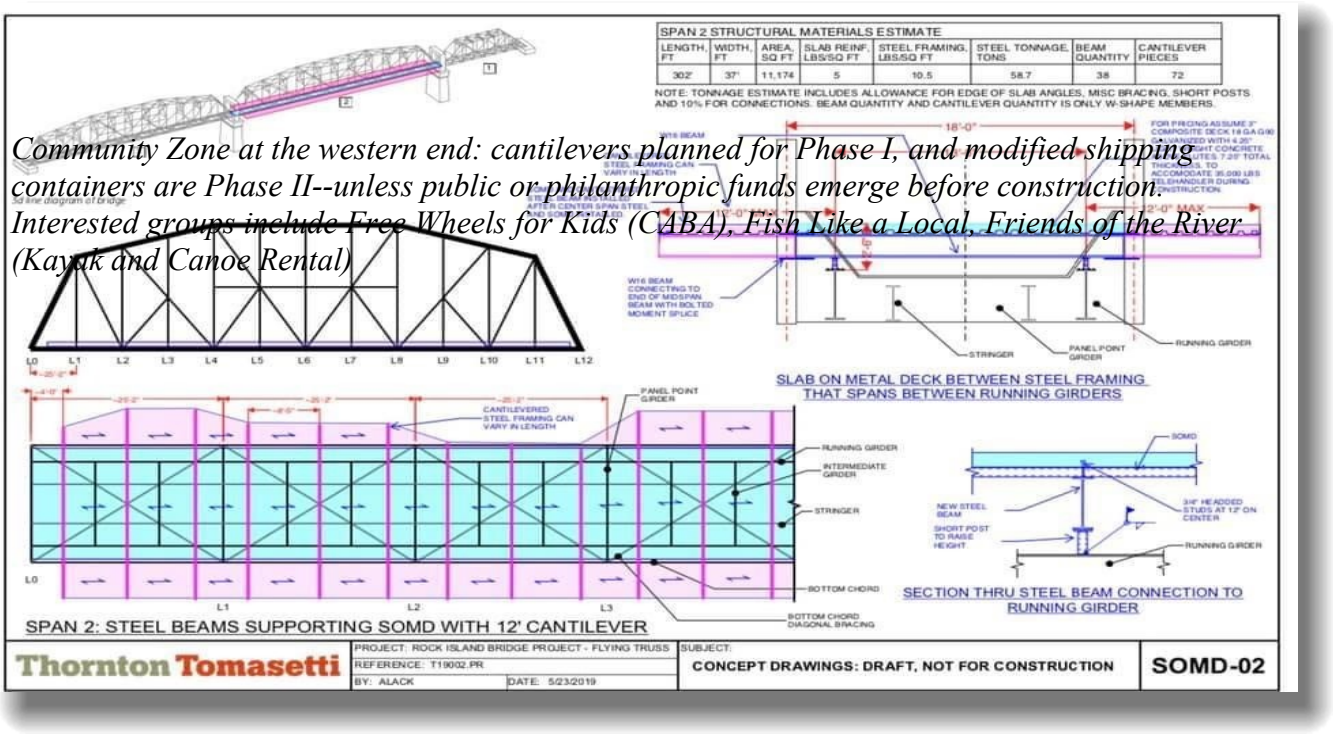
Looking Southeast at Central Truss. Top Deck enclosed space with its vertical walls in their closed position. Also with restrooms, bar, coffee shop and public Veranda to the west. An ADA elevator and [illegible] cases connect the two levels.

Preliminary design for the eastern entrance. Levee top trail turns onto the bridge behind the plantings. For safety reasons, the bridge trail is a bicycle dismount zone.

Looking east at the Public Trail running along the south side of the Lower Deck on the Central Truss

Top Deck Event Space with its vertical walls in the closed position

Looking southwest from the eastern Levee-Top Trail: The Bridge's Public Trail, and Top Deck Event Space with its vertical walls are in the open position.



Community Zone at the western end: cantilevers planned for Phase I, and modified shipping containers are Phase II--unless public or philanthropic funds emerge before construction. Interested groups include Free Wheels for Kids (CABA), Fish Like a Local, Friends of the River (Kayak and Canoe Rental)

Preliminary cantilever design: Thornton Tomasetti

EXHIBIT G

COLLATERAL ASSIGNMENT

COLLATERAL ASSIGNMENT OF BRIDGE LEASE

THIS COLLATERAL ASSIGNMENT OF BRIDGE LEASE (this "Assignment") is made effective as of _____, 20___, by **FLYING TRUSS, LLC**, a Missouri limited liability company ("Developer") to the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS** (the "**UG**").

RECITALS:

A. Developer and the City of Kansas City, Missouri ("KCMO") entered into that certain Bridge Lease dated June 23, 2016, a copy of which is attached hereto as **Exhibit A** and made a part hereof (the "Bridge Lease"), pursuant to which Developer has the right to occupy, use and construct improvements on the Kansas River Bridge No. 5080-0, commonly referred to as the "Norfolk Southern Bridge" or the "Kaw River Bridge" (the "Bridge"), for a term of fifty (50) years.

B. Developer and the U.S. Army Corps of Engineers ("USACE") entered into that certain [title of agreement] dated _____, 20_____, a copy of which is attached hereto as **Exhibit C** and made a part hereof (the "USACE Agreement"), pursuant to which Developer has the right to occupy, use and construct improvements on certain real property along the Kansas River on both sides of the Bridge as further described in the USACE Agreement.

C. Developer and the UG entered into that certain Kaw River Bridge Development Agreement dated _____, 20___ (the "Agreement"), pursuant to which Developer agreed to design, develop, construct and complete certain Improvements on the Bridge and adjacent real property, and the UG agreed to provide certain financing for the Project, all as more particularly set forth in the Agreement.

D. In order to induce the UG to enter into the Agreement with Developer, Developer agreed to collaterally assign to the UG all of Developer's right, title and interest in, to and under the Bridge Lease and USACE Agreement as additional security for Developer's performance of its obligations under the Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS AND NO/100 ($10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual and dependent covenants herein contained, and intending to be legally bound, Developer does hereby agree, represent, warrant and certify as follows:

1. **Recitals; Defined Terms**. The foregoing recitals including, without limitations, all defined terms contained in the recitals, are incorporated into this Assignment as if fully set forth herein. Except as specifically defined herein, all capitalized terms used in the recitals and in the body of this Assignment shall have the definitions ascribed therefore in the Agreement.

2. **Assignment**. Developer does hereby sell, assign and transfer unto the UG, for collateral purposes only, all of Developer's right, title and interest in the Bridge Lease and USACE Agreement, together with any and all amendments, extensions, renewals and replacements of the Bridge Lease and USACE Agreement, including without limitation, all of Developer's right, title and interest in and to any subleases and rents due under any subleases, it being the intention hereby to establish an absolute transfer and assignment of all the foregoing to the UG. This Assignment is made and given as collateral security for and shall secure the payment and performance of: (a) all of Developer's covenants and agreements contained herein and in the Agreement and the Transaction Documents; (b) all amendments, extensions, renewals and increases of or to any of the foregoing; and (c) all fees (including, without limitation, reasonable attorneys' fees), costs and expenses incurred by the UG in enforcing this Assignment (all of the foregoing, collectively, the "Obligations").

3. **Agreements Regarding the Bridge Lease and USACE Agreement**. Developer hereby agrees, covenants, represents and warrants unto the UG as follows:

a. Developer is the sole lessee under the Bridge Lease and USACE Agreement; without the UG's prior written consent, Developer will not transfer, sell, assign, pledge, encumber or grant a security interest in the Bridge Lease; without the UG's prior written consent, Developer will not assign or sublet any leasehold estate created under the Bridge Lease; and any attempted assignment or subletting without the UG's prior written consent, shall be null and void;

b. The Bridge Lease is and will be valid and enforceable in accordance with its terms, and shall remain in full force and effect during the term of the Agreement;

c. Developer will promptly notify the UG of any default or claimed default by KCMO or the Developer under the Bridge Lease of which it becomes aware;

d. The Bridge Lease is valid and in full force and effect, and neither KCMO nor Developer is in default under any of the terms, covenants or conditions thereof;

e. Developer shall perform all of its covenants, agreements and obligations as and when due under the Bridge Lease including, without limitation, Developer shall make all of its payments as and when due under the Bridge Lease; and

f. Developer shall not waive, cancel, release, modify, excuse, compromise or in any manner release or discharge KCMO from any obligation, covenant, condition or requirement of the Bridge Lease, without prior written consent of the UG.

Any amounts received by Developer or its agents for performance of any actions prohibited by the terms of this Assignment, including, without limitation, any amounts received in connection with any cancellation, modification or amendment of the Bridge Lease prohibited by the terms of this Assignment, shall be held by Developer as trustee for the UG and all such amounts shall be accounted for to the UG and shall not be commingled with other funds of Developer. Any person acquiring or receiving all or any

portion of such trust funds shall acquire or receive the same in trust for the UG as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith.

4. **Further Assurances and Assignments**. Developer further agrees to execute and deliver immediately upon the request of the UG, all such further assurances and assignments concerning the Bridge Lease as the UG shall from time to time require.

5. **Exercise of Remedies**. Upon occurrence of an event of default pursuant to the Agreement, upon demand of the UG, Developer agrees to surrender to the UG Developer's rights under the Bridge Lease and to direct KCMO to recognize the UG as the lessee under the Bridge Lease. Upon such demand of the UG, the UG shall be entitled to take actual possession of the Bridge or any part thereof personally, or by its agents or attorneys, and the UG in its discretion may, with or without notice and with process of law, enter upon and take and maintain possession of all or any part of the Bridge, and may exclude Developer, its beneficiaries, agents, or servants, wholly therefrom with full power to use such measures and exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, and with full power to cancel or terminate the Bridge Lease on any ground which would entitle Developer to cancel the same, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Bridge that may seem judicious, in its discretion and to insure and reinsure the same for all risks incidental to the UG's possession and operation thereof.

6. **Indemnity**. The UG shall not at any time (regardless of any exercise by the UG, or right of the UG to exercise, any powers herein conferred) be obligated to Developer to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Bridge Lease, and Developer shall and does hereby agree to indemnify and hold the UG harmless of and from any and all liability, loss or damage which the UG may or might incur under or by reason of (a) the Bridge Lease; (b) the assignment thereof; (c) any action taken by the UG or its agents hereunder, unless constituting willful misconduct or gross negligence; or (d) claims and demands which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Bridge Lease.

7. **Occurrence of Event of Default**. Although it is the intention of the parties that this Assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the UG shall not exercise any of the rights and powers conferred upon it herein until and unless there shall occur an event of default under the Agreement. Nothing herein contained shall be deemed to affect or impair any rights which the UG may have under the Agreement or the Transaction Documents.

8. **Election of Remedies**. It is understood and agreed that the provisions set forth in this Assignment shall be deemed a special remedy given to the UG and shall not be deemed exclusive of any of the remedies granted in the Agreement or the Transaction Documents, but shall be deemed an additional remedy and shall be cumulative with the remedies therein and elsewhere granted the UG, all of which remedies shall be enforceable concurrently or successively. No inaction or partial exercise of rights by the UG shall be construed as a waiver of any of its such rights and remedies, and no waiver by the UG of any

such rights and remedies shall be construed as a waiver by the UG of any of its other rights and remedies.

9. **Continual Effectiveness**. It is expressly understood that no judgment or decree which may be entered on any event of default under the Agreement shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect until the payment, discharge and performance of any and all Obligations, in whatever form, and until such time as this Assignment may be voluntarily released.

10. **Notices**. Except as otherwise provided herein, any notice or demand which, by the provisions hereof, is required or which may be given to or served upon Developer or the UG shall be delivered in accordance with the terms of **Section 10.11** of the Agreement. Except as otherwise specifically required herein, notice of the exercise of any right or option granted to the UG by this Assignment is not required to be given.

11. **Binding Agreements**. This Assignment and all provisions hereof shall be binding upon Developer, its successors, assigns, and legal representatives and all other persons or entities claiming under or through them, or either of them, and the word "Developer", when used herein, shall include all such persons and entities and any others liable for the performance of the Obligations, whether or not they have executed this Assignment. The word "UG", when used herein, shall include the UG's successors, assigns, and legal representatives.

12. **Governing Law; Interpretation**. This Assignment shall be governed by the laws of the State of Kansas without regard to its conflicts of law provisions. In the UG's sole discretion, any proceeding hereunder shall be in any state or federal court located in Wyandotte County, Kansas and Developer hereby irrevocably consents to the jurisdiction of any such state or federal court. Wherever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Time is of the essence of this Assignment.

13. **Miscellaneous**. Neither this Assignment nor any provision hereof may be amended, modified, waived, discharged or terminated orally. The section headings used herein are for convenience of reference only and shall not define or limit the provisions of this Assignment. As used in this Assignment, the singular shall include the plural and the plural shall include the singular and masculine, feminine, and neuter pronouns shall be full interchangeable, where the context so requires.

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

IN WITNESS WHEREOF, the undersigned Developer has caused this Collateral Assignment of Bridge Lease to be executed as of the day and year first above written.

FLYING TRUSS, LLC,
a Missouri limited liability company

By:_____
Name:_____
Its:_____

KCMO'S ACKNOWLEDGEMENT OF
COLLATERAL ASSIGNMENT OF BRIDGE LEASE

KCMO ("Lessor") as the Lessor under the Bridge Lease referred to above, hereby acknowledges receipt of the foregoing Collateral Assignment of Bridge Lease (the "Assignment") and accepts and consents to all of the terms thereof. Lessor hereby expressly agrees that, in the event the UG exercises its rights under the foregoing Assignment, Lessor will recognize the UG as the Lessee under the Bridge Lease, regardless of any instruction or request from Developer to the contrary; and as long as the UG is not in default thereunder, perform all obligations of Lessor under the Bridge Lease for the benefit of the UG. All capitalized terms used in this Acknowledgement which are not otherwise defined herein shall have the same meanings as contained in the Assignment.

It is expressly understood that the UG neither assumes nor has any obligation to Lessor to exercise its rights under the foregoing Assignment. Lessor hereby agrees to look solely to Developer for the performance of all of the terms and provisions of the Bridge Lease until such time as the UG shall exercise the rights and privileges conferred upon it by this Assignment.

In addition to the foregoing, Lessor agrees that it will not terminate the Bridge Lease for any reason, including but not limited to Developer's failure to perform under the Bridge Lease, without giving at least thirty (30) days written notice to the UG of such intention to terminate in order that the UG may exercise its rights as described in this Assignment.

This Acknowledgement is executed and effective as of this _____ day of _____, 20___.

LESSOR:

CITY OF KANSAS CITY, MISSOURI

By:_____
Name:_____
Title:_____

EXHIBIT A to Collateral Assignment

BRIDGE LEASE

[Attached.]

EXHIBIT H

TOTAL PROJECT BUDGET

Rock Island Bridge: Public Crossing, Trailhead, Commercial Destination
Construction Estimates Based Upon Discussion with 3 General Contractors
Costs May Vary with Final Designs

DESCRIPTION	**COST**
ASSUMPTIONS	
Materials and Labor Estimated Separately Floor for all light-structures included in the "deck" line UG Trails and ADA ramps laterally connect to the Bridge IRB from UG on qualifying construction expenses All R&D work to date contributed by Flying Truss	
PRECONSTRUCTION	
Bridge Deferred Maintenance (materials only)	12,000
Construction Fencing and Storage Containers	18,000
Tipping Fees at Shawnee Landfill and fuel for 48 tons of ties.	
Store rails on site for potential re-use	5,700
Worker safety equipment budget (9 @ $800)	12,000
PRECONSTRUCTION SUBTOTAL	**47,700**
UTILITIES	
Water to Site. 4" steel X 600ft @$15 plus tapping fee	40,000
Water into 5 structures. 1" PEX within insulated 8" PVC.	26,500
Freeze-Prof chase (450 ft @ $10)	15,000
6" dry water pipe rising to center of bridge from both ends.	
Hydrants at both ends. Two connections on bridge	20,000
Sewage into 5 structures. 4" PVC within insulated 8" PVC.	
Storage Tank, Grind and lift-station pump removal. Tap at main.	
Travels within chase.	78,121
220 and 110 into 5 structures. 110 outlets every 25 ft at both sides of bridge. To parking lot lights. Exterior service panel for site.	90,000
Lighting of Bridge Budget	60,000
Grind and Pump Sewage	40,000
Gas to site	30,000
Exterior-Grade Heater Budget	50,000
	409,621

DESCRIPTION	**COST**
INTERNAL DECK AND CANTILEVERS Slab on Steel Pan	
250 tons @$3,000 (steel total includes frame for Top Deck)	750,000
Steel Pan with connections ($7 sq ft. Based on versa deck)	
Total Fittings	10,000
2,733 sq yards (2,4597 sq ft 5" deep)	305,955
DECK SUB-TOTAL	**1,065,955**
RAILINGS (2,359 LF Including deck level, deck stairs, west stairs)	
Mix of Perforated/Curugated Metal Panels, and Chain Link	235,900
BRIDGE ACCESS	
Staircases: 18' X 40'X 2 Staircases. Intermediate Landing. Railings)	
Concrete Frost Footings	10,000
Wood Posts and Stringers	11,000
Risers and Treads	16,000
Railings	70,000
ADA Lift to Top Deck	65,000
BRIDGE ACCESS SUB-TOTAL	**172,000**
LIGHTWEIGHT STRUCTURES	
Lightweight Structures: 2 Kitchens, 2 Bars, Storage (minus floor)	
Metal Stud, 4" Construction with Insulation. Gypsum Wall	
Interior @ $20,000 per	80,000
Corrugated Metal Roof 300 @ $2,000 per	8,000
Interior Stainless Back and Side Walls. 400 sq ft @ $6,000 per	24,000
Mop Sink & Hand Sink @ $400 per	1,600
Tankless Water Heater ($600 per box)	2,400
Grease Trap ($350 per kitchen)	1,050
10' X 5' Roller Door @ $650	3,250
Access Door @ $400 per	2,000
Back Window X 2 @ 940 per	4,700
Top Mounted HVAC Unit @ $1,450 per	5,800
FFE Budget @ $2,000 per 8,000	140,800
Restrooms -- 10 unisex Toilets 400 sq ft (minus floor)	400
12 X 40 Envelope. Metal Stud, 4" Construction with Insulation, Gypsum Wall Interior, Sealed Concrete	22,000
Corrugated Metal Roof	4,600
HVAC side Unit	4,800
Duct Work	3,000
Door (10 @ $500)	5,000
2 Public Sinks , External Grade @ $1,000	2,000

DESCRIPTION	**COST**
Tankless Water Heater X 2	2,000
Doors @ $300	3,000
FF&E @ $2,000 per 20,000	66,400
LIGHTWEIGHT STRUCTURES SUB-TOTAL	**207,200**
Top Deck ON CENTRAL TRUSS	
Structure's Steel is Captured in #32	6,250
2 metal staircases @ $9,000	18,000
Decking @ $20 sq ft	125,000
Sail Cloth Framing	35,000
Sail Cloth shading	45,000
Roller metchanism X 2	30,000
OPEN-AIR DECK SUB-TOTAL	143,000
Industrial-Size Portable AC Units (2 @ $5000)	10,000
FF& E Budget	10,000
Parking Lot (East)	
Gravel (240 yards including salvage from construction ramp)	5,000
100 Parking Curbs	8,200
Lighting (25ft. Poles X 6, LED)	18,000
Curb Cut X 2	8,000
South Fence (80 FT)	6,000
Asphalt	80,000
EAST PARKING SUB-TOTAL	**125,200**
OTHER	
Tall, Chain Link Gates and Fence Wrap at both ends of bridge (Night-time security)	18,000
Construction supplies budget	50,000
TOTAL OTHER	**68,000**
TOTAL LABOR	
Project Management	300,000
Foreman	156,000
Construction Crew X 6	312,000
Laborer X 2	49,920
Safety Boat (5 months)	10,000
LABOR SUB-TOTAL	**527,920**
Labor FICA @ 6.2% (Labor Only)	32,731
Workers Comp @ 1.1%	6,570
TOTAL LABOR	**39,301**
GC Insurance	69,120
Contract Welder (2 X $75 hr. X 4 months)	96,000
Testing	20,000

DESCRIPTION	**COST**
Telehandler (10 months X $2,000)	20,000
Concrete Buggy X 2 (8 months @ $1,100)	17,600
Towable Cherry Picker (8 weeks at $650)	5,200
4X4 "Gators" with Trailers X 2	8,000
20 yard dumpster	4,800
Construction Contingency	500,000
TOTAL DN CONSTRUCTION	**4,252,517**
SOFT COSTS	
Architecture	174,000
Engineering	95,000
Civil & MEP	45,000
Bridge Reclamation Consultant	10,000
Codes Assistance	6,000
Environmental	7,500
Legal	20,000
Construction Permits $5,105 plus $0.40 for every $100 value of work	22,115
FT Development Fee	170,101
TOTAL SOFT COST	**549,716**
FF&E	
Planter Boxes Budget (built on site)	45,000
Plantings Budget	30,000
Seating and Barriers (built on site)	50,000
Signage	30,000
TOTAL FF&E	**155,000**
TOTAL SOFT COSTS	**704,716**
TOTAL DESIGN & CONSTRUCTION	**4,957,233**
CAPITALIZATION OF FLYING TRUSS Salaries, equipment, promotion, legal, cash reserve	**500,000**
TOTAL PROJECT	**$5,457,233**

EXHIBIT I

AMORTIZATION SCHEDULE

LOAN AMORTIZATION SCHEDULE

ENTER VALUES	
Loan amount	$2,000,000.00
Annual interest rate	2.00%
Loan period in years	20
	12
Start date of loan	1/1/2023
Optional extra payments	$0.00

LOAN SUMMARY	
Scheduled payment	$10,117.67
Scheduled number of payments	240
Actual number of payments	240
Total early payments	$0.00
Total interest	$428,240.01
LENDER NAME	

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	1/1/2023	$2,000,000.00	$10,117.67	$0.00	$10,117.67	$6,784.33	$3,333.33	$1,993,215.67	$3,333.33
2	2/1/2023	$1,993,215.67	$10,117.67	$0.00	$10,117.67	$6,795.64	$3,322.03	$1,986,420.03	$6,655.36
3	3/1/2023	$1,986,420.03	$10,117.67	$0.00	$10,117.67	$6,806.97	$3,310.70	$1,979,613.06	$9,966.06
4	4/1/2023	$1,979,613.06	$10,117.67	$0.00	$10,117.67	$6,818.31	$3,299.36	$1,972,794.75	$13,265.41
5	5/1/2023	$1,972,794.75	$10,117.67	$0.00	$10,117.67	$6,829.68	$3,287.99	$1,965,965.07	$16,553.41
6	6/1/2023	$1,965,965.07	$10,117.67	$0.00	$10,117.67	$6,841.06	$3,276.61	$1,959,124.01	$19,830.01
7	7/1/2023	$1,959,124.01	$10,117.67	$0.00	$10,117.67	$6,852.46	$3,265.21	$1,952,271.55	$23,095.22
8	8/1/2023	$1,952,271.55	$10,117.67	$0.00	$10,117.67	$6,863.88	$3,253.79	$1,945,407.67	$26,349.01
9	9/1/2023	$1,945,407.67	$10,117.67	$0.00	$10,117.67	$6,875.32	$3,242.35	$1,938,532.35	$29,591.35
10	10/1/2023	$1,938,532.35	$10,117.67	$0.00	$10,117.67	$6,886.78	$3,230.89	$1,931,645.57	$32,822.24
11	11/1/2023	$1,931,645.57	$10,117.67	$0.00	$10,117.67	$6,898.26	$3,219.41	$1,924,747.32	$36,041.65
12	12/1/2023	$1,924,747.32	$10,117.67	$0.00	$10,117.67	$6,909.75	$3,207.91	$1,917,837.56	$39,249.56
13	1/1/2024	$1,917,837.56	$10,117.67	$0.00	$10,117.67	$6,921.27	$3,196.40	$1,910,916.29	$42,445.96
14	2/1/2024	$1,910,916.29	$10,117.67	$0.00	$10,117.67	$6,932.81	$3,184.86	$1,903,983.48	$45,630.82

EXHIBIT I

AMORTIZATION SCHEDULE – continued

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
15	3/1/2024	$1,903,983.48	$10,117.67	$0.00	$10,117.67	$6,944.36	$3,173.31	$1,897,039.12	$48,804.12
16	4/1/2024	$1,897,039.12	$10,117.67	$0.00	$10,117.67	$6,955.93	$3,161.73	$1,890,083.19	$51,965.86
17	5/1/2024	$1,890,083.19	$10,117.67	$0.00	$10,117.67	$6,967.53	$3,150.14	$1,883,115.66	$55,115.99
18	6/1/2024	$1,883,115.66	$10,117.67	$0.00	$10,117.67	$6,979.14	$3,138.53	$1,876,136.52	$58,254.52
19	7/1/2024	$1,876,136.52	$10,117.67	$0.00	$10,117.67	$6,990.77	$3,126.89	$1,869,145.75	$61,381.41
20	8/1/2024	$1,869,145.75	$10,117.67	$0.00	$10,117.67	$7,002.42	$3,115.24	$1,862,143.32	$64,496.66
21	9/1/2024	$1,862,143.32	$10,117.67	$0.00	$10,117.67	$7,014.09	$3,103.57	$1,855,129.23	$67,600.23
22	10/1/2024	$1,855,129.23	$10,117.67	$0.00	$10,117.67	$7,025.78	$3,091.88	$1,848,103.44	$70,692.11
23	11/1/2024	$1,848,103.44	$10,117.67	$0.00	$10,117.67	$7,037.49	$3,080.17	$1,841,065.95	$73,772.28
24	12/1/2024	$1,841,065.95	$10,117.67	$0.00	$10,117.67	$7,049.22	$3,068.44	$1,834,016.73	$76,840.73
25	1/1/2025	$1,834,016.73	$10,117.67	$0.00	$10,117.67	$7,060.97	$3,056.69	$1,826,955.75	$79,897.42
26	2/1/2025	$1,826,955.75	$10,117.67	$0.00	$10,117.67	$7,072.74	$3,044.93	$1,819,883.01	$82,942.35
27	3/1/2025	$1,819,883.01	$10,117.67	$0.00	$10,117.67	$7,084.53	$3,033.14	$1,812,798.49	$85,975.49
28	4/1/2025	$1,812,798.49	$10,117.67	$0.00	$10,117.67	$7,096.34	$3,021.33	$1,805,702.15	$88,996.82
29	5/1/2025	$1,805,702.15	$10,117.67	$0.00	$10,117.67	$7,108.16	$3,009.50	$1,798,593.99	$92,006.32
30	6/1/2025	$1,798,593.99	$10,117.67	$0.00	$10,117.67	$7,120.01	$2,997.66	$1,791,473.98	$95,003.98
31	7/1/2025	$1,791,473.98	$10,117.67	$0.00	$10,117.67	$7,131.88	$2,985.79	$1,784,342.10	$97,989.77
32	8/1/2025	$1,784,342.10	$10,117.67	$0.00	$10,117.67	$7,143.76	$2,973.90	$1,777,198.34	$100,963.67
33	9/1/2025	$1,777,198.34	$10,117.67	$0.00	$10,117.67	$7,155.67	$2,962.00	$1,770,042.67	$103,925.67
34	10/1/2025	$1,770,042.67	$10,117.67	$0.00	$10,117.67	$7,167.60	$2,950.07	$1,762,875.07	$106,875.74
35	11/1/2025	$1,762,875.07	$10,117.67	$0.00	$10,117.67	$7,179.54	$2,938.13	$1,755,695.53	$109,813.86
36	12/1/2025	$1,755,695.53	$10,117.67	$0.00	$10,117.67	$7,191.51	$2,926.16	$1,748,504.02	$112,740.02
37	1/1/2026	$1,748,504.02	$10,117.67	$0.00	$10,117.67	$7,203.49	$2,914.17	$1,741,300.53	$115,654.20
38	2/1/2026	$1,741,300.53	$10,117.67	$0.00	$10,117.67	$7,215.50	$2,902.17	$1,734,085.03	$118,556.36
39	3/1/2026	$1,734,085.03	$10,117.67	$0.00	$10,117.67	$7,227.52	$2,890.14	$1,726,857.51	$121,446.51

EXHIBIT I

AMORTIZATION SCHEDULE – continued

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
40	4/1/2026	$1,726,857.51	$10,117.67	$0.00	$10,117.67	$7,239.57	$2,878.10	$1,719,617.93	$124,324.60
41	5/1/2026	$1,719,617.93	$10,117.67	$0.00	$10,117.67	$7,251.64	$2,866.03	$1,712,366.30	$127,190.63
42	6/1/2026	$1,712,366.30	$10,117.67	$0.00	$10,117.67	$7,263.72	$2,853.94	$1,705,102.57	$130,044.58
43	7/1/2026	$1,705,102.57	$10,117.67	$0.00	$10,117.67	$7,275.83	$2,841.84	$1,697,826.75	$132,886.41
44	8/1/2026	$1,697,826.75	$10,117.67	$0.00	$10,117.67	$7,287.96	$2,829.71	$1,690,538.79	$135,716.13
45	9/1/2026	$1,690,538.79	$10,117.67	$0.00	$10,117.67	$7,300.10	$2,817.56	$1,683,238.69	$138,533.69
46	10/1/2026	$1,683,238.69	$10,117.67	$0.00	$10,117.67	$7,312.27	$2,805.40	$1,675,926.42	$141,339.09
47	11/1/2026	$1,675,926.42	$10,117.67	$0.00	$10,117.67	$7,324.46	$2,793.21	$1,668,601.96	$144,132.30
48	12/1/2026	$1,668,601.96	$10,117.67	$0.00	$10,117.67	$7,336.66	$2,781.00	$1,661,265.30	$146,913.30
49	1/1/2027	$1,661,265.30	$10,117.67	$0.00	$10,117.67	$7,348.89	$2,768.78	$1,653,916.41	$149,682.08
50	2/1/2027	$1,653,916.41	$10,117.67	$0.00	$10,117.67	$7,361.14	$2,756.53	$1,646,555.27	$152,438.60
51	3/1/2027	$1,646,555.27	$10,117.67	$0.00	$10,117.67	$7,373.41	$2,744.26	$1,639,181.86	$155,182.86
52	4/1/2027	$1,639,181.86	$10,117.67	$0.00	$10,117.67	$7,385.70	$2,731.97	$1,631,796.16	$157,914.83
53	5/1/2027	$1,631,796.16	$10,117.67	$0.00	$10,117.67	$7,398.01	$2,719.66	$1,624,398.16	$160,634.49
54	6/1/2027	$1,624,398.16	$10,117.67	$0.00	$10,117.67	$7,410.34	$2,707.33	$1,616,987.82	$163,341.82
55	7/1/2027	$1,616,987.82	$10,117.67	$0.00	$10,117.67	$7,422.69	$2,694.98	$1,609,565.13	$166,036.80
56	8/1/2027	$1,609,565.13	$10,117.67	$0.00	$10,117.67	$7,435.06	$2,682.61	$1,602,130.08	$168,719.41
57	9/1/2027	$1,602,130.08	$10,117.67	$0.00	$10,117.67	$7,447.45	$2,670.22	$1,594,682.63	$171,389.63
58	10/1/2027	$1,594,682.63	$10,117.67	$0.00	$10,117.67	$7,459.86	$2,657.80	$1,587,222.76	$174,047.43
59	11/1/2027	$1,587,222.76	$10,117.67	$0.00	$10,117.67	$7,472.30	$2,645.37	$1,579,750.47	$176,692.80
60	12/1/2027	$1,579,750.47	$10,117.67	$0.00	$10,117.67	$7,484.75	$2,632.92	$1,572,265.72	$179,325.72
61	1/1/2028	$1,572,265.72	$10,117.67	$0.00	$10,117.67	$7,497.22	$2,620.44	$1,564,768.50	$181,946.16
62	2/1/2028	$1,564,768.50	$10,117.67	$0.00	$10,117.67	$7,509.72	$2,607.95	$1,557,258.78	$184,554.11
63	3/1/2028	$1,557,258.78	$10,117.67	$0.00	$10,117.67	$7,522.24	$2,595.43	$1,549,736.54	$187,149.54
64	4/1/2028	$1,549,736.54	$10,117.67	$0.00	$10,117.67	$7,534.77	$2,582.89	$1,542,201.77	$189,732.44

EXHIBIT I

AMORTIZATION SCHEDULE – continued

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
65	5/1/2028	$1,542,201.77	$10,117.67	$0.00	$10,117.67	$7,547.33	$2,570.34	$1,534,654.44	$192,302.77
66	6/1/2028	$1,534,654.44	$10,117.67	$0.00	$10,117.67	$7,559.91	$2,557.76	$1,527,094.53	$194,860.53
67	7/1/2028	$1,527,094.53	$10,117.67	$0.00	$10,117.67	$7,572.51	$2,545.16	$1,519,522.02	$197,405.69
68	8/1/2028	$1,519,522.02	$10,117.67	$0.00	$10,117.67	$7,585.13	$2,532.54	$1,511,936.89	$199,938.23
69	9/1/2028	$1,511,936.89	$10,117.67	$0.00	$10,117.67	$7,597.77	$2,519.89	$1,504,339.12	$202,458.12
70	10/1/2028	$1,504,339.12	$10,117.67	$0.00	$10,117.67	$7,610.43	$2,507.23	$1,496,728.68	$204,965.35
71	11/1/2028	$1,496,728.68	$10,117.67	$0.00	$10,117.67	$7,623.12	$2,494.55	$1,489,105.56	$207,459.90
72	12/1/2028	$1,489,105.56	$10,117.67	$0.00	$10,117.67	$7,635.82	$2,481.84	$1,481,469.74	$209,941.74
73	1/1/2029	$1,481,469.74	$10,117.67	$0.00	$10,117.67	$7,648.55	$2,469.12	$1,473,821.19	$212,410.86
74	2/1/2029	$1,473,821.19	$10,117.67	$0.00	$10,117.67	$7,661.30	$2,456.37	$1,466,159.89	$214,867.23
75	3/1/2029	$1,466,159.89	$10,117.67	$0.00	$10,117.67	$7,674.07	$2,443.60	$1,458,485.82	$217,310.83
76	4/1/2029	$1,458,485.82	$10,117.67	$0.00	$10,117.67	$7,686.86	$2,430.81	$1,450,798.97	$219,741.64
77	5/1/2029	$1,450,798.97	$10,117.67	$0.00	$10,117.67	$7,699.67	$2,418.00	$1,443,099.30	$222,159.64
78	6/1/2029	$1,443,099.30	$10,117.67	$0.00	$10,117.67	$7,712.50	$2,405.17	$1,435,386.80	$224,564.80
79	7/1/2029	$1,435,386.80	$10,117.67	$0.00	$10,117.67	$7,725.36	$2,392.31	$1,427,661.44	$226,957.11
80	8/1/2029	$1,427,661.44	$10,117.67	$0.00	$10,117.67	$7,738.23	$2,379.44	$1,419,923.21	$229,336.55
81	9/1/2029	$1,419,923.21	$10,117.67	$0.00	$10,117.67	$7,751.13	$2,366.54	$1,412,172.08	$231,703.09
82	10/1/2029	$1,412,172.08	$10,117.67	$0.00	$10,117.67	$7,764.05	$2,353.62	$1,404,408.04	$234,056.71
83	11/1/2029	$1,404,408.04	$10,117.67	$0.00	$10,117.67	$7,776.99	$2,340.68	$1,396,631.05	$236,397.39
84	12/1/2029	$1,396,631.05	$10,117.67	$0.00	$10,117.67	$7,789.95	$2,327.72	$1,388,841.10	$238,725.11
85	1/1/2030	$1,388,841.10	$10,117.67	$0.00	$10,117.67	$7,802.93	$2,314.74	$1,381,038.17	$241,039.84
86	2/1/2030	$1,381,038.17	$10,117.67	$0.00	$10,117.67	$7,815.94	$2,301.73	$1,373,222.23	$243,341.57
87	3/1/2030	$1,373,222.23	$10,117.67	$0.00	$10,117.67	$7,828.96	$2,288.70	$1,365,393.27	$245,630.27
88	4/1/2030	$1,365,393.27	$10,117.67	$0.00	$10,117.67	$7,842.01	$2,275.66	$1,357,551.26	$247,905.93
89	5/1/2030	$1,357,551.26	$10,117.67	$0.00	$10,117.67	$7,855.08	$2,262.59	$1,349,696.18	$250,168.52

EXHIBIT I

AMORTIZATION SCHEDULE – continued

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
90	6/1/2030	$1,349,696.18	$10,117.67	$0.00	$10,117.67	$7,868.17	$2,249.49	$1,341,828.01	$252,418.01
91	7/1/2030	$1,341,828.01	$10,117.67	$0.00	$10,117.67	$7,881.29	$2,236.38	$1,333,946.72	$254,654.39
92	8/1/2030	$1,333,946.72	$10,117.67	$0.00	$10,117.67	$7,894.42	$2,223.24	$1,326,052.30	$256,877.63
93	9/1/2030	$1,326,052.30	$10,117.67	$0.00	$10,117.67	$7,907.58	$2,210.09	$1,318,144.72	$259,087.72
94	10/1/2030	$1,318,144.72	$10,117.67	$0.00	$10,117.67	$7,920.76	$2,196.91	$1,310,223.96	$261,284.63
95	11/1/2030	$1,310,223.96	$10,117.67	$0.00	$10,117.67	$7,933.96	$2,183.71	$1,302,290.00	$263,468.33
96	12/1/2030	$1,302,290.00	$10,117.67	$0.00	$10,117.67	$7,947.18	$2,170.48	$1,294,342.81	$265,638.82
97	1/1/2031	$1,294,342.81	$10,117.67	$0.00	$10,117.67	$7,960.43	$2,157.24	$1,286,382.39	$267,796.06
98	2/1/2031	$1,286,382.39	$10,117.67	$0.00	$10,117.67	$7,973.70	$2,143.97	$1,278,408.69	$269,940.03
99	3/1/2031	$1,278,408.69	$10,117.67	$0.00	$10,117.67	$7,986.99	$2,130.68	$1,270,421.70	$272,070.71
100	4/1/2031	$1,270,421.70	$10,117.67	$0.00	$10,117.67	$8,000.30	$2,117.37	$1,262,421.41	$274,188.08
101	5/1/2031	$1,262,421.41	$10,117.67	$0.00	$10,117.67	$8,013.63	$2,104.04	$1,254,407.78	$276,292.11
102	6/1/2031	$1,254,407.78	$10,117.67	$0.00	$10,117.67	$8,026.99	$2,090.68	$1,246,380.79	$278,382.79
103	7/1/2031	$1,246,380.79	$10,117.67	$0.00	$10,117.67	$8,040.37	$2,077.30	$1,238,340.42	$280,460.09
104	8/1/2031	$1,238,340.42	$10,117.67	$0.00	$10,117.67	$8,053.77	$2,063.90	$1,230,286.66	$282,523.99
105	9/1/2031	$1,230,286.66	$10,117.67	$0.00	$10,117.67	$8,067.19	$2,050.48	$1,222,219.47	$284,574.47
106	10/1/2031	$1,222,219.47	$10,117.67	$0.00	$10,117.67	$8,080.63	$2,037.03	$1,214,138.83	$286,611.51
107	11/1/2031	$1,214,138.83	$10,117.67	$0.00	$10,117.67	$8,094.10	$2,023.56	$1,206,044.73	$288,635.07
108	12/1/2031	$1,206,044.73	$10,117.67	$0.00	$10,117.67	$8,107.59	$2,010.07	$1,197,937.14	$290,645.14
109	1/1/2032	$1,197,937.14	$10,117.67	$0.00	$10,117.67	$8,121.10	$1,996.56	$1,189,816.04	$292,641.71
110	2/1/2032	$1,189,816.04	$10,117.67	$0.00	$10,117.67	$8,134.64	$1,983.03	$1,181,681.40	$294,624.73
111	3/1/2032	$1,181,681.40	$10,117.67	$0.00	$10,117.67	$8,148.20	$1,969.47	$1,173,533.20	$296,594.20
112	4/1/2032	$1,173,533.20	$10,117.67	$0.00	$10,117.67	$8,161.78	$1,955.89	$1,165,371.42	$298,550.09
113	5/1/2032	$1,165,371.42	$10,117.67	$0.00	$10,117.67	$8,175.38	$1,942.29	$1,157,196.04	$300,492.38
114	6/1/2032	$1,157,196.04	$10,117.67	$0.00	$10,117.67	$8,189.01	$1,928.66	$1,149,007.03	$302,421.04

EXHIBIT I

AMORTIZATION SCHEDULE – continued

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
115	7/1/2032	$1,149,007.03	$10,117.67	$0.00	$10,117.67	$8,202.65	$1,915.01	$1,140,804.38	$304,336.05
116	8/1/2032	$1,140,804.38	$10,117.67	$0.00	$10,117.67	$8,216.33	$1,901.34	$1,132,588.05	$306,237.39
117	9/1/2032	$1,132,588.05	$10,117.67	$0.00	$10,117.67	$8,230.02	$1,887.65	$1,124,358.03	$308,125.04
118	10/1/2032	$1,124,358.03	$10,117.67	$0.00	$10,117.67	$8,243.74	$1,873.93	$1,116,114.29	$309,998.97
119	11/1/2032	$1,116,114.29	$10,117.67	$0.00	$10,117.67	$8,257.48	$1,860.19	$1,107,856.82	$311,859.16
120	12/1/2032	$1,107,856.82	$10,117.67	$0.00	$10,117.67	$8,271.24	$1,846.43	$1,099,585.58	$313,705.58
121	1/1/2033	$1,099,585.58	$10,117.67	$0.00	$10,117.67	$8,285.02	$1,832.64	$1,091,300.56	$315,538.23
122	2/1/2033	$1,091,300.56	$10,117.67	$0.00	$10,117.67	$8,298.83	$1,818.83	$1,083,001.72	$317,357.06
123	3/1/2033	$1,083,001.72	$10,117.67	$0.00	$10,117.67	$8,312.66	$1,805.00	$1,074,689.06	$319,162.06
124	4/1/2033	$1,074,689.06	$10,117.67	$0.00	$10,117.67	$8,326.52	$1,791.15	$1,066,362.54	$320,953.21
125	5/1/2033	$1,066,362.54	$10,117.67	$0.00	$10,117.67	$8,340.40	$1,777.27	$1,058,022.15	$322,730.48
126	6/1/2033	$1,058,022.15	$10,117.67	$0.00	$10,117.67	$8,354.30	$1,763.37	$1,049,667.85	$324,493.85
127	7/1/2033	$1,049,667.85	$10,117.67	$0.00	$10,117.67	$8,368.22	$1,749.45	$1,041,299.63	$326,243.30
128	8/1/2033	$1,041,299.63	$10,117.67	$0.00	$10,117.67	$8,382.17	$1,735.50	$1,032,917.46	$327,978.80
129	9/1/2033	$1,032,917.46	$10,117.67	$0.00	$10,117.67	$8,396.14	$1,721.53	$1,024,521.32	$329,700.33
130	10/1/2033	$1,024,521.32	$10,117.67	$0.00	$10,117.67	$8,410.13	$1,707.54	$1,016,111.19	$331,407.86
131	11/1/2033	$1,016,111.19	$10,117.67	$0.00	$10,117.67	$8,424.15	$1,693.52	$1,007,687.04	$333,101.38
132	12/1/2033	$1,007,687.04	$10,117.67	$0.00	$10,117.67	$8,438.19	$1,679.48	$999,248.86	$334,780.86
133	1/1/2034	$999,248.86	$10,117.67	$0.00	$10,117.67	$8,452.25	$1,665.41	$990,796.60	$336,446.28
134	2/1/2034	$990,796.60	$10,117.67	$0.00	$10,117.67	$8,466.34	$1,651.33	$982,330.27	$338,097.60
135	3/1/2034	$982,330.27	$10,117.67	$0.00	$10,117.67	$8,480.45	$1,637.22	$973,849.82	$339,734.82
136	4/1/2034	$973,849.82	$10,117.67	$0.00	$10,117.67	$8,494.58	$1,623.08	$965,355.23	$341,357.90
137	5/1/2034	$965,355.23	$10,117.67	$0.00	$10,117.67	$8,508.74	$1,608.93	$956,846.49	$342,966.83
138	6/1/2034	$956,846.49	$10,117.67	$0.00	$10,117.67	$8,522.92	$1,594.74	$948,323.57	$344,561.57
139	7/1/2034	$948,323.57	$10,117.67	$0.00	$10,117.67	$8,537.13	$1,580.54	$939,786.44	$346,142.11

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AMORTIZATION SCHEDULE – continued

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
140	8/1/2034	$939,786.44	$10,117.67	$0.00	$10,117.67	$8,551.36	$1,566.31	$931,235.08	$347,708.42
141	9/1/2034	$931,235.08	$10,117.67	$0.00	$10,117.67	$8,565.61	$1,552.06	$922,669.48	$349,260.48
142	10/1/2034	$922,669.48	$10,117.67	$0.00	$10,117.67	$8,579.88	$1,537.78	$914,089.59	$350,798.26
143	11/1/2034	$914,089.59	$10,117.67	$0.00	$10,117.67	$8,594.18	$1,523.48	$905,495.41	$352,321.75
144	12/1/2034	$905,495.41	$10,117.67	$0.00	$10,117.67	$8,608.51	$1,509.16	$896,886.90	$353,830.91
145	1/1/2035	$896,886.90	$10,117.67	$0.00	$10,117.67	$8,622.86	$1,494.81	$888,264.05	$355,325.72
146	2/1/2035	$888,264.05	$10,117.67	$0.00	$10,117.67	$8,637.23	$1,480.44	$879,626.82	$356,806.16
147	3/1/2035	$879,626.82	$10,117.67	$0.00	$10,117.67	$8,651.62	$1,466.04	$870,975.20	$358,272.20
148	4/1/2035	$870,975.20	$10,117.67	$0.00	$10,117.67	$8,666.04	$1,451.63	$862,309.16	$359,723.83
149	5/1/2035	$862,309.16	$10,117.67	$0.00	$10,117.67	$8,680.48	$1,437.18	$853,628.67	$361,161.01
150	6/1/2035	$853,628.67	$10,117.67	$0.00	$10,117.67	$8,694.95	$1,422.71	$844,933.72	$362,583.72
151	7/1/2035	$844,933.72	$10,117.67	$0.00	$10,117.67	$8,709.44	$1,408.22	$836,224.27	$363,991.95
152	8/1/2035	$836,224.27	$10,117.67	$0.00	$10,117.67	$8,723.96	$1,393.71	$827,500.32	$365,385.65
153	9/1/2035	$827,500.32	$10,117.67	$0.00	$10,117.67	$8,738.50	$1,379.17	$818,761.82	$366,764.82
154	10/1/2035	$818,761.82	$10,117.67	$0.00	$10,117.67	$8,753.06	$1,364.60	$810,008.75	$368,129.42
155	11/1/2035	$810,008.75	$10,117.67	$0.00	$10,117.67	$8,767.65	$1,350.01	$801,241.10	$369,479.44
156	12/1/2035	$801,241.10	$10,117.67	$0.00	$10,117.67	$8,782.26	$1,335.40	$792,458.83	$370,814.84
157	1/1/2036	$792,458.83	$10,117.67	$0.00	$10,117.67	$8,796.90	$1,320.76	$783,661.93	$372,135.60
158	2/1/2036	$783,661.93	$10,117.67	$0.00	$10,117.67	$8,811.56	$1,306.10	$774,850.37	$373,441.71
159	3/1/2036	$774,850.37	$10,117.67	$0.00	$10,117.67	$8,826.25	$1,291.42	$766,024.12	$374,733.13
160	4/1/2036	$766,024.12	$10,117.67	$0.00	$10,117.67	$8,840.96	$1,276.71	$757,183.16	$376,009.83
161	5/1/2036	$757,183.16	$10,117.67	$0.00	$10,117.67	$8,855.69	$1,261.97	$748,327.47	$377,271.80
162	6/1/2036	$748,327.47	$10,117.67	$0.00	$10,117.67	$8,870.45	$1,247.21	$739,457.01	$378,519.02
163	7/1/2036	$739,457.01	$10,117.67	$0.00	$10,117.67	$8,885.24	$1,232.43	$730,571.77	$379,751.45
164	8/1/2036	$730,571.77	$10,117.67	$0.00	$10,117.67	$8,900.05	$1,217.62	$721,671.73	$380,969.06

EXHIBIT I

AMORTIZATION SCHEDULE – continued

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
165	9/1/2036	$721,671.73	$10,117.67	$0.00	$10,117.67	$8,914.88	$1,202.79	$712,756.85	$382,171.85
166	10/1/2036	$712,756.85	$10,117.67	$0.00	$10,117.67	$8,929.74	$1,187.93	$703,827.11	$383,359.78
167	11/1/2036	$703,827.11	$10,117.67	$0.00	$10,117.67	$8,944.62	$1,173.05	$694,882.49	$384,532.82
168	12/1/2036	$694,882.49	$10,117.67	$0.00	$10,117.67	$8,959.53	$1,158.14	$685,922.96	$385,690.96
169	1/1/2037	$685,922.96	$10,117.67	$0.00	$10,117.67	$8,974.46	$1,143.20	$676,948.49	$386,834.17
170	2/1/2037	$676,948.49	$10,117.67	$0.00	$10,117.67	$8,989.42	$1,128.25	$667,959.07	$387,962.41
171	3/1/2037	$667,959.07	$10,117.67	$0.00	$10,117.67	$9,004.40	$1,113.27	$658,954.67	$389,075.68
172	4/1/2037	$658,954.67	$10,117.67	$0.00	$10,117.67	$9,019.41	$1,098.26	$649,935.26	$390,173.94
173	5/1/2037	$649,935.26	$10,117.67	$0.00	$10,117.67	$9,034.44	$1,083.23	$640,900.82	$391,257.16
174	6/1/2037	$640,900.82	$10,117.67	$0.00	$10,117.67	$9,049.50	$1,068.17	$631,851.32	$392,325.33
175	7/1/2037	$631,851.32	$10,117.67	$0.00	$10,117.67	$9,064.58	$1,053.09	$622,786.74	$393,378.42
176	8/1/2037	$622,786.74	$10,117.67	$0.00	$10,117.67	$9,079.69	$1,037.98	$613,707.05	$394,416.39
177	9/1/2037	$613,707.05	$10,117.67	$0.00	$10,117.67	$9,094.82	$1,022.85	$604,612.23	$395,439.24
178	10/1/2037	$604,612.23	$10,117.67	$0.00	$10,117.67	$9,109.98	$1,007.69	$595,502.25	$396,446.93
179	11/1/2037	$595,502.25	$10,117.67	$0.00	$10,117.67	$9,125.16	$992.50	$586,377.09	$397,439.43
180	12/1/2037	$586,377.09	$10,117.67	$0.00	$10,117.67	$9,140.37	$977.30	$577,236.72	$398,416.72
181	1/1/2038	$577,236.72	$10,117.67	$0.00	$10,117.67	$9,155.61	$962.06	$568,081.11	$399,378.79
182	2/1/2038	$568,081.11	$10,117.67	$0.00	$10,117.67	$9,170.86	$946.80	$558,910.25	$400,325.59
183	3/1/2038	$558,910.25	$10,117.67	$0.00	$10,117.67	$9,186.15	$931.52	$549,724.10	$401,257.11
184	4/1/2038	$549,724.10	$10,117.67	$0.00	$10,117.67	$9,201.46	$916.21	$540,522.64	$402,173.31
185	5/1/2038	$540,522.64	$10,117.67	$0.00	$10,117.67	$9,216.80	$900.87	$531,305.84	$403,074.18
186	6/1/2038	$531,305.84	$10,117.67	$0.00	$10,117.67	$9,232.16	$885.51	$522,073.69	$403,959.69
187	7/1/2038	$522,073.69	$10,117.67	$0.00	$10,117.67	$9,247.54	$870.12	$512,826.14	$404,829.82
188	8/1/2038	$512,826.14	$10,117.67	$0.00	$10,117.67	$9,262.96	$854.71	$503,563.19	$405,684.53
189	9/1/2038	$503,563.19	$10,117.67	$0.00	$10,117.67	$9,278.39	$839.27	$494,284.79	$406,523.80

EXHIBIT I

AMORTIZATION SCHEDULE – continued

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
190	10/1/2038	$494,284.79	$10,117.67	$0.00	$10,117.67	$9,293.86	$823.81	$484,990.93	$407,347.61
191	11/1/2038	$484,990.93	$10,117.67	$0.00	$10,117.67	$9,309.35	$808.32	$475,681.58	$408,155.92
192	12/1/2038	$475,681.58	$10,117.67	$0.00	$10,117.67	$9,324.86	$792.80	$466,356.72	$408,948.73
193	1/1/2039	$466,356.72	$10,117.67	$0.00	$10,117.67	$9,340.41	$777.26	$457,016.31	$409,725.99
194	2/1/2039	$457,016.31	$10,117.67	$0.00	$10,117.67	$9,355.97	$761.69	$447,660.34	$410,487.68
195	3/1/2039	$447,660.34	$10,117.67	$0.00	$10,117.67	$9,371.57	$746.10	$438,288.78	$411,233.78
196	4/1/2039	$438,288.78	$10,117.67	$0.00	$10,117.67	$9,387.19	$730.48	$428,901.59	$411,964.26
197	5/1/2039	$428,901.59	$10,117.67	$0.00	$10,117.67	$9,402.83	$714.84	$419,498.76	$412,679.10
198	6/1/2039	$419,498.76	$10,117.67	$0.00	$10,117.67	$9,418.50	$699.16	$410,080.26	$413,378.26
199	7/1/2039	$410,080.26	$10,117.67	$0.00	$10,117.67	$9,434.20	$683.47	$400,646.06	$414,061.73
200	8/1/2039	$400,646.06	$10,117.67	$0.00	$10,117.67	$9,449.92	$667.74	$391,196.13	$414,729.47
201	9/1/2039	$391,196.13	$10,117.67	$0.00	$10,117.67	$9,465.67	$651.99	$381,730.46	$415,381.47
202	10/1/2039	$381,730.46	$10,117.67	$0.00	$10,117.67	$9,481.45	$636.22	$372,249.01	$416,017.69
203	11/1/2039	$372,249.01	$10,117.67	$0.00	$10,117.67	$9,497.25	$620.42	$362,751.76	$416,638.10
204	12/1/2039	$362,751.76	$10,117.67	$0.00	$10,117.67	$9,513.08	$604.59	$353,238.68	$417,242.69
205	1/1/2040	$353,238.68	$10,117.67	$0.00	$10,117.67	$9,528.94	$588.73	$343,709.74	$417,831.42
206	2/1/2040	$343,709.74	$10,117.67	$0.00	$10,117.67	$9,544.82	$572.85	$334,164.93	$418,404.27
207	3/1/2040	$334,164.93	$10,117.67	$0.00	$10,117.67	$9,560.73	$556.94	$324,604.20	$418,961.21
208	4/1/2040	$324,604.20	$10,117.67	$0.00	$10,117.67	$9,576.66	$541.01	$315,027.54	$419,502.22
209	5/1/2040	$315,027.54	$10,117.67	$0.00	$10,117.67	$9,592.62	$525.05	$305,434.92	$420,027.26
210	6/1/2040	$305,434.92	$10,117.67	$0.00	$10,117.67	$9,608.61	$509.06	$295,826.31	$420,536.32
211	7/1/2040	$295,826.31	$10,117.67	$0.00	$10,117.67	$9,624.62	$493.04	$286,201.69	$421,029.36
212	8/1/2040	$286,201.69	$10,117.67	$0.00	$10,117.67	$9,640.66	$477.00	$276,561.03	$421,506.37
213	9/1/2040	$276,561.03	$10,117.67	$0.00	$10,117.67	$9,656.73	$460.94	$266,904.29	$421,967.30
214	10/1/2040	$266,904.29	$10,117.67	$0.00	$10,117.67	$9,672.83	$444.84	$257,231.47	$422,412.14

EXHIBIT I

AMORTIZATION SCHEDULE – continued

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
215	11/1/2040	$257,231.47	$10,117.67	$0.00	$10,117.67	$9,688.95	$428.72	$247,542.52	$422,840.86
216	12/1/2040	$247,542.52	$10,117.67	$0.00	$10,117.67	$9,705.10	$412.57	$237,837.43	$423,253.43
217	1/1/2041	$237,837.43	$10,117.67	$0.00	$10,117.67	$9,721.27	$396.40	$228,116.15	$423,649.83
218	2/1/2041	$228,116.15	$10,117.67	$0.00	$10,117.67	$9,737.47	$380.19	$218,378.68	$424,030.02
219	3/1/2041	$218,378.68	$10,117.67	$0.00	$10,117.67	$9,753.70	$363.96	$208,624.98	$424,393.99
220	4/1/2041	$208,624.98	$10,117.67	$0.00	$10,117.67	$9,769.96	$347.71	$198,855.02	$424,741.69
221	5/1/2041	$198,855.02	$10,117.67	$0.00	$10,117.67	$9,786.24	$331.43	$189,068.78	$425,073.12
222	6/1/2041	$189,068.78	$10,117.67	$0.00	$10,117.67	$9,802.55	$315.11	$179,266.23	$425,388.23
223	7/1/2041	$179,266.23	$10,117.67	$0.00	$10,117.67	$9,818.89	$298.78	$169,447.34	$425,687.01
224	8/1/2041	$169,447.34	$10,117.67	$0.00	$10,117.67	$9,835.25	$282.41	$159,612.08	$425,969.42
225	9/1/2041	$159,612.08	$10,117.67	$0.00	$10,117.67	$9,851.65	$266.02	$149,760.44	$426,235.44
226	10/1/2041	$149,760.44	$10,117.67	$0.00	$10,117.67	$9,868.07	$249.60	$139,892.37	$426,485.04
227	11/1/2041	$139,892.37	$10,117.67	$0.00	$10,117.67	$9,884.51	$233.15	$130,007.86	$426,718.20
228	12/1/2041	$130,007.86	$10,117.67	$0.00	$10,117.67	$9,900.99	$216.68	$120,106.87	$426,934.88
229	1/1/2042	$120,106.87	$10,117.67	$0.00	$10,117.67	$9,917.49	$200.18	$110,189.38	$427,135.06
230	2/1/2042	$110,189.38	$10,117.67	$0.00	$10,117.67	$9,934.02	$183.65	$100,255.36	$427,318.71
231	3/1/2042	$100,255.36	$10,117.67	$0.00	$10,117.67	$9,950.57	$167.09	$90,304.79	$427,485.80
232	4/1/2042	$90,304.79	$10,117.67	$0.00	$10,117.67	$9,967.16	$150.51	$80,337.63	$427,636.31
233	5/1/2042	$80,337.63	$10,117.67	$0.00	$10,117.67	$9,983.77	$133.90	$70,353.86	$427,770.20
234	6/1/2042	$70,353.86	$10,117.67	$0.00	$10,117.67	$10,000.41	$117.26	$60,353.45	$427,887.46
235	7/1/2042	$60,353.45	$10,117.67	$0.00	$10,117.67	$10,017.08	$100.59	$50,336.37	$427,988.05
236	8/1/2042	$50,336.37	$10,117.67	$0.00	$10,117.67	$10,033.77	$83.89	$40,302.60	$428,071.94
237	9/1/2042	$40,302.60	$10,117.67	$0.00	$10,117.67	$10,050.50	$67.17	$30,252.10	$428,139.11
238	10/1/2042	$30,252.10	$10,117.67	$0.00	$10,117.67	$10,067.25	$50.42	$20,184.86	$428,189.53
239	11/1/2042	$20,184.86	$10,117.67	$0.00	$10,117.67	$10,084.03	$33.64	$10,100.83	$428,223.17
240	12/1/2042	$10,100.83	$10,117.67	$0.00	$10,100.83	$10,084.00	$16.83	$0.00	$428,240.01

EXHIBIT K

INSURANCE SPECIFICATIONS

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

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

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

4. Excess Liability. Developer will purchase and maintain excess liability insurance in an amount not less than $3,000,000.

5. Special Perils Form Property Insurance. Developer will purchase on a replacement cost basis. However, Developer is not required to carry insurance on the structure of the Bridge itself. Deductibles and limits will be standard to those in the industry, and the policy shall include an "Agreed Amount" endorsement. Earthquake and flood insurance, as well as fired vessel, boiler and machinery, and underground collapse, may be required by the UG as additional perils, but only to the extent required by Developer's lender for the Project.

EXHIBIT L

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 Kaw River Bridge Development Agreement (the "Agreement") between the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") and Flying Truss, LLC, a Missouri limited liability company (the "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 hereof) the Project, including but not limited to all aspects of the construction of the Improvements and all related facilities, 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 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 Improvements, all related facilities, and the Project, including labor, materials and supplies, and construction-related services, whether performed 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 Project, provided that this exception shall only apply to tenants who are third parties unaffiliated with Developer; (ii) Specialized Services; (iii) Professional Services; or (iv) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement.

C. **"Contractor"** means the Proposer selected by Developer for the design, development, or construction of the 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 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, and financial services contracted for by or on behalf of Developer for the design, development, and construction of the Project but specifically excluding: (i) professional services that have historically been sourced and performed at the holding company level by Developer (such as legal and accounting services, for example); (ii) Specialized Services; (iii) Construction; and (iv) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement.

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 Project, or with respect to ongoing maintenance and operations of the Project.

I. **"Specialized Services"** means expertise, services, or products, the application of which are unique to the construction of the Project and which are only available through sole or limited source providers or national vendors. 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.

K. **"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. Project 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 Project and all related facilities undertaken by Developer, 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 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. The Developer shall strive to meet each individual goal listed.

2. Contract Specific Goals.

The parties agree that the goals are set forth for Construction of, and Professional Services for, the 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 the Developer, relating to the Construction of the Project, based upon the availability of qualified LBEs and certified MBEs and WBEs to perform the specific scopes of work delineated in Developer's Project Utilization Plan (as described herein).

3. Eligibility for Credit.

a. Only LBE businesses that are qualified and/or MBE or WBE businesses that are 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 the Developer (each an "approved" business), may be counted towards the participation goals in Section III.A.1. above.

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

4. Construction Workforce.

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

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

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

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

Documentation of these and any other steps taken shall be submitted to the UG prior to the beginning 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. Submissions, Content, and Fulfillment of Project Utilization Plan.

a. Fourteen (14) calendar days before the solicitation of the first proposal for the Construction of part of the Project, which is issued by Developer after the execution of the Agreement, Developer 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 Attachment A 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 the construction of the Project; an estimate of the dollar value of all work covered by these solicitations; an estimate of the dollar value of work within each identified work category; the dollar value of the work for each identified work category that is projected to be performed by LBEs, MBEs and WBEs; any known potential joint ventures with LBEs, MBEs, and WBEs within each identified work category; an overall schedule of all work projected to be performed related to the design, development, and construction of the 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/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 LBE/MBE/WBE 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/WBE as a partner may be counted towards the applicable goal only to the extent of the dollar amount that the approved LBE/MBE/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/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 provide a commercially useful function required for the work of the specific solicitation shall be counted toward achievement of the goals. The LBE/MBE/WBE must be responsible for the execution of a distinct element of the work by actually performing, managing, or supervising its function in the work identified in the solicitation. Brokering is not credited. Purchases from LBEs, MBEs, and WBEs that constitute indirect or general overhead costs to a projected Proposer's business may not be counted toward the goals. Costs directly incurred solely to perform the work with respect to a Project contract may be counted toward the goals.

2. Evaluation of Project Utilization Plans.

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 is Section III.C.3.b. below. In no event shall Developer or any of its Contractors be required to engage any LBE/MBE/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 submission of the same by Developer, and such changes shall be deemed to be approved by the UG if not rejected within such thirty (30) day period.

C. CONTRACT AWARD COMPLIANCE PROCEDURES.

1. Solicitation Documents.

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/WBE goals; and the areas of projected subcontracting. Five (5) calendar days before the issuance of each solicitation, Developer shall submit the solicitation documents and the bid list to the UG. This submittal is mandatory for each bid subject to LBE/MBE/WBE goals.

2. Developer's Report of Solicitation Results.

Within seven (7) working days after the date set for receipt of proposals by each solicitation issued for Developer for the construction of the Project, the Project Manager shall submit to the UG, on a form provided or approved by the UG, a Report of Solicitation Results (the "Report") fully describing all proposals received in response to the solicitation. The Report shall: (1) state the estimated total dollar value of the work covered by the solicitation; (2) state the names of all Proposers; (3) state the total dollar value of work covered by proposals submitted by approved LBEs, MBEs, and/or WBEs (for both Construction and Professional Services); (4) provide all relevant information concerning each joint venture Proposer; and (5) state the name of all subcontractors to Proposers (to the extent then available) that are approved LBEs, MBEs, and/or WBEs, and the dollar value of work covered by proposed subcontracts between Proposers and LBEs, MBEs and/or WBEs. The Report shall also indicate to which of the Proposers, including joint venture Proposers, the Developer or any of its Contractors is intending to award contacts resulting from the solicitation. In addition, with respect to any LBE/MBE/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 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/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 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/WBE participation, where feasible;

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

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

viii. If applicable, 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, or any other organization or persons, as identified by the UG, that provide assistance in the recruitment of LBEs, MBEs and WBEs.

Failure by the Developer to take all of the foregoing actions shall not be determinative that Developer has not used its Best Efforts.

4. Signed Contracts.

Within twenty-one (21) working days of provision of the UG's evaluation of the Report 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/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/WBE consultants will be working on the Project. This written schedule shall be provided to the UG prior to the Closing (as defined in the Agreement).

3. Substitutions, Additions, or Deletions.

Where a substitution for a LBE/MBE/WBE subcontractor must occur after submission of proposals by the Project Manager to the UG, the Project Manager must submit 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/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 the 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 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/WBE businesses;

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

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

E. recommending contract specific goals, as appropriate;

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

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

H. providing advice relative to utilization and compliance matters;

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

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

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

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

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

N. assisting in Developer's development of forms to document compliance with these procedures; and

O. reviewing and approving utilization plans and contract award submittals.

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. DEVELOPMENT AND PROJECT UTILIZATION PLAN REPORTS.

Developer shall update the Project Utilization Plan quarterly on the forms attached hereto as Attachments B and C or another form provided or approved by the UG and shall include information requested thereon. 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.

If, after reviewing Developer's Reports, the UG believes that the participation goals contained in this Exhibit have not been met, and that the Best Efforts described herein have not been met, then the UG shall inform Developer of this determination in writing. If, within thirty (30) days following its receipt of said written determination from the UG, 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 shall have the right to terminate Developer's access to any CID Proceeds after the UG has been fully reimbursed as described in Section 4.3, which termination right shall be the UG's sole and exclusive remedy for such failure. The UG shall so have the right to renegotiate LBE, MBE, and WBE goals for future construction projects.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:_____
Douglas G. Bach, County Administrator
Date:_____, 2021

FLYING TRUSS, LLC

By:_____
Name:_____
Title:_____
Date:_____, 2021

Attachment A

Unified Government **Date:_____**

Project Utilization Plan

Project Name:_____

Bid Package	Estimated Contract Value	Estimated LBE Value	Estimated LBE %	Estimated MBE Value	Estimated MBE %	Estimated WBE Value	Estimated WBE %	Total Combined Value	Total Combined %

DIVERSITY TOTAL	**0**			**0**	**#DIV/0!**	**0**	**#REF!**		

Attachment B

LBE/MBE/WBE Utilization Report

LBE/MBE/WBE - UTILIZATION REPORT — **Month, Year**

CONSTRUCTION

APPLICABLE TRADES

	Goal		Actual
Total by Classification	0.00%	LBE	0.00%
	0.00%	MBE	0.00%
	0.00%	WBE	0.00%

Discipline	Subcontractor/Supplier Name	Original Contract Value	Change In Contract Value	Total Contract (Excluding CCIP)	LBE $	LBE %	MBE $	MBE %	WBE $	WBE %	Ceritifying Agency or Local Zip Code
Bid Package #1											
Bid Package #2											
Bid Package #3											
Bid Package #4											
Bid Package #5											
Total Applicable Contract Volume Awarded To Date											
					$	%	$	%	$	%	
					TOTAL - LBE		TOTAL - MBE		TOTAL - WBE		

Attachment C

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

EXHIBIT M

BRIDGE LEASE AGREEMENT

BRIDGE LEASE AGREEMENT

By and Between

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

and

FLYING TRUSS, LLC,
a Missouri limited liability company

BRIDGE LEASE SUMMARY

Set forth below is a summary of certain terms and conditions of the Bridge Lease Agreement between UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, as Landlord, and FLYING TRUSS, LLC, a Missouri limited liability company, as Tenant, solely for the convenience of the parties. In the event there is a conflict between this Lease Summary and the terms and conditions of the Lease Agreement, the terms and conditions of the Lease Agreement shall prevail.

A. **Real Property** means the real property located on and about the Bridge (as defined below) over the Kansas River, which is located in Kansas City, Kansas, and legally described on **Exhibit "A"** attached hereto. See Paragraph 1.1.

B. **Premises** means the Commercial Unit of the condominium plat that includes the portion of the Bridge and the Real Property leased by Tenant hereunder, including access thereto and all improvements located thereon. See Paragraph 1.3.

C. **Bridge** means the Kaw River Bridge over the Kansas River, and all related appurtenances and infrastructure related thereto, along with certain Improvements to be constructed by Tenant pursuant to the Development Agreement (as hereinafter defined) and located on the Bridge (as defined below). See Paragraph 1.2.

D. **Improvements** means certain improvements to be constructed by Tenant pursuant to the terms and conditions of that certain Development Agreement between Landlord and Tenant, including without limitation: (1) a public trail across the Bridge to connect the West Bottoms area of Kansas City, Missouri to existing levee trails along the west side of the Kansas River and associated amenities; (2) multi-purpose commercial space located on the Bridge consisting of an open-air coffee roastery/shop and bar, one or more restaurants, and retail; (3) unique common spaces for public gathering and viewing, events and entertainment; and (4) an outdoor food hall, including commercial kitchens for local chefs to serve visitors, all as more particularly described in Section 2.2 of the Development Agreement.

E. **Term** means thirty-three years (33) years from the Commencement Date and expiring on the last day of the calendar month in which the 33rd anniversary of the Commencement Date occurs, unless extended or terminated earlier by law or any provision of the Lease. Tenant shall have one (1) option to extend the Lease term for an additional thirty-three (33) years. See Paragraphs 2.1 and 2.3.

F. **Commencement Date** means the earlier of (i) the date that Tenant opens the Premises for business, or (ii) July 1, 2023. See Paragraph 2.2.

G. **Base Rent** means the base monthly rent payable by Tenant pursuant to the following schedule:

Annual Base Rent	Monthly Base Rent
$9,300.00 per year	$775.00 per month

On _____, 2023 and on every 1st of [_____] thereafter for the remaining term of the Lease, including any renewal periods the Base Rent shall increase by an amount equal to the increase, if any, in the consumer price index ("CPI"). See Paragraph 3.

H. **Percentage Rent** means, for such Lease Year during the Term, (i) two percent (2%) of the amount by which FT Gross Revenue in, on or generated from the Premises exceeds Two Million Dollars ($2,000,000), as adjusted by CPI, for such Lease Year during the Term, plus (ii) if applicable, five percent (5%) of the amount by which FT Gross Revenue in, on or generated from the Premises exceeds Five Million Dollars ($5,000,000), as adjusted by CPI ("**Percentage Rent**"). See Paragraph 3.3.

I. **Project Expenses** means the Taxes, Maintenance Expenses and Insurance Expenses related to the Premises, the Improvements and the Bridge. See Paragraph 5.1.C.

J. **Permitted Use** means the first-class recreational, entertainment and commercial uses described in Section 2.2. of the Development Agreement. See Paragraph 7.

K. **Utilities**. Tenant shall pay the cost of all Utilities. See Paragraph 9.

L. **Taxpayer Identification Number** for Tenant is _____.

LEASE AGREEMENT

THIS BRIDGE LEASE AGREEMENT ("**Lease**"), dated as of _____, 2021 (the "**Effective Date"**), is made by and between UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS ("**Landlord**"), and FLYING TRUSS, LLC, a Missouri limited liability company ("**Tenant**").

WITNESSETH:

1. REAL PROPERTY

1.1. Real Property. Landlord is the fee owner of that certain improved real property on and about the Bridge (as defined below) legally described on Exhibit "A" attached hereto ("**Real Property**"). The Real Property includes two (2) or more condominium units, the Public Use Unit and the Commercial Unit, both as established pursuant to that certain condominium plat filed as _____. The Real Property is currently improved with the Bridge, all as generally located on the site plan attached hereto as Exhibit "B" (the "**Site Plan**"). Whether the Commercial Unit is comprised of one or more condominium units, the same shall be referred to collectively herein as the "Commercial Unit", and similarly, whether the Public Use Unit is comprised of one or more condominium units, the same shall be referred to collectively herein as the "Public Use Unit."

1.2. Bridge. The term "**Bridge**" shall mean Kaw River Bridge over the Kansas River (the located in Kansas City, Kansas, including any Improvements thereto and thereon. The Bridge consists of three (3) separate trusses, including the Eastern Truss, the Central Truss and the Western Truss.

1.3 Premises. The term "**Premises**" shall mean that portion of the Real Property and the Bridge on which the Commercial Unit is located, together with the all of the Improvements to be constructed by Developer pursuant to the Development Agreement (as defined below) which are located on and in the Commercial Unit. The parties hereby understand and agree that the term "**Premises**" shall not include the Public Use Unit of the Real Property.

1.4. Development Agreement. The term "**Development Agreement**" means that certain that certain Kaw River Bridge Cooperative and Development Agreement between Landlord and Tenant dated as of _____, 2021, which sets forth the terms and provisions concerning the design, development and construction of the Improvements and the financing for the Project, as such terms are defined therein.

1.5. Improvements. The term "**Improvements**" means the improvements to be designed, developed, constructed and operated by Tenant pursuant to Section 2.2 of the Development Agreement which are included in and on the Premises, including without limitation: the Lower Deck, Food Hall, Lower Deck Coffee Shop, Retail Space, the Top Deck, the Food Hall, the Meeting Space, the Recreational Space, the Infrastructure, and the Community Zone.

1.6. Lease. Landlord, for and in consideration of the rents, covenants, agreements, and stipulations contained herein to be paid, kept and performed by Tenant, hereby leases the Premises to Tenant and Tenant hereby leases and takes the Premises from Landlord, upon the terms and conditions contained herein.

2. TERM

2.1. Term. The term of the Lease shall be for thirty-three (33) years, beginning on the Commencement Date and expiring on the last day of the calendar month in which the 33rd anniversary of the Commencement Date occurs ("**Term**"), unless extended or sooner terminated pursuant to the terms of this Lease. The term "**Lease Year**" as used herein shall mean any 365 consecutive day period beginning on the Commencement Date or any anniversary thereafter.

2.2. Commencement Date. The term "**Commencement Date**" as used herein shall mean the earlier of (i) the date that Tenant opens the Premises for business, or (ii) July 1, 2023.

2.3. Extension. Landlord hereby grants to Tenant one (1) option to extend the Term of this Lease for one (1) additional consecutive thirty-three (33) year term, upon each and all of the terms and conditions of this Lease. The foregoing option shall be automatically extended unless Tenant gives Landlord written notice on or prior to one (1) year before expiration of the then current Term declining the exercise of the option to extend this Lease for such additional term, time being of the essence. The Term as defined in Paragraph 2.1 hereof shall also include the option to extend properly exercised hereunder.

3. RENT

3.1. Rent. "**Rent**" or "**rent**" shall mean the total of all sums due to Landlord from Tenant hereunder, including but not limited to Base Rent and Percentage Rent (both as hereinafter defined), and Taxes and all other fees and charges owed to Landlord as well as all damages, costs, expenses, and sums that Landlord may suffer or incur, or that may become due, by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease. Rent shall be due and payable in lawful money of the United States in advance on the first day of each month after the Commencement Date.

3.2 Base Rent. Tenant shall pay to Landlord as base rent ("**Base Rent**") for the Premises, without notice or demand and without abatement, deduction, offset or set off, the sums described below, each monthly payment of which shall be due on or before the first day of each calendar month of the Term.

A. Commencing on the Commencement Date, and continuing through the last day of the first Lease Year, Tenant's annual Base Rent shall be equal to Nine Thousand Three Hundred and 0/100 Dollars ($9,300.00), which Base Rent shall be payable to Landlord in equal monthly installments of Seven Hundred Seventy-Five Dollars ($775.00) per month. Base Rent shall be payable on or before the first day of each calendar month of the

B. Commencing on the first day of the second Lease Year of the Term, and again on the first day of each subsequent Lease Year of the Term thereafter

for the remaining term of the Lease, including any renewal period described in Section 2.3 above (if any), the Base Rent shall increase by an amount equal to the increase, if any, in the CPI from the first day of the prior Lease Year. For purposes hereof, the term "CPI" shall mean the Consumer Price Index for All Urban Consumers, All Items (Base year 1982-1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics, All City Average. If the Bureau of Labor Statistics substantially revises the manner in which the CPI is determined, an adjustment shall be made in the revised index which would produce results equivalent, as nearly as possible, to those which would be obtained hereunder if the CPI were not so revised. If the CPI becomes unavailable to the public because publication is discontinued, or otherwise, Landlord shall substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by a governmental agency, major bank, other financial institution, university or recognized financial publisher.

3.3 Percentage Rent. Tenant shall pay Landlord an amount in each Lease Year equal to (i) two percent (2%) of the amount by which Flying Truss's Gross Revenue (**"FT Gross Revenue"**) in, on or generated from the Premises exceeds Two Million Dollars ($2,000,000) for such Lease Year, plus (ii) if applicable, five percent (5%) of the amount by which FT Gross Revenue in, on or generated from the Premises exceeds Five Million Dollars ($5,000,000) ("**Percentage Rent**"). Percentage Rent for each Lease Year shall be paid on a monthly basis commencing with the first month in each Lease Year in which FT Gross Revenue for such Lease Year exceeds $2,000,000. Such payments shall be made on or before the fifteenth (15th) day of each calendar month with respect to FT Gross Revenue made during each preceding month. Landlord and Tenant hereby agree that the $2,000,000 and $5,000,000 thresholds set forth herein shall be increased by an amount equal to the increase, if any, in the CPI on the ten (10) year anniversary of the Commencement Date, and on each ten (10) year anniversary thereafter during the Term. The first increase of CPI on the 10th anniversary of the Commencement Date shall be measured against the CPI as of the Commencement Date, and each subsequent increase in CPI shall be similarly measured against the CPI against the CPI at the beginning of the Lease Year from ten (10) years prior.

A. FT Gross Revenue Records. Tenant shall ensure that the business of Tenant and of any subtenant, licensee or concessionaire in, at or from the Premises is operated such that the following books and records (collectively, "**Records**") are prepared, preserved and maintained in accordance with generally accepted accounting principles: (i) daily dated sealed, continuous, cash register tapes, (ii) serially numbered sales slips, (iii) settlement report sheets of transactions with subtenants, concessionaires and licensees, (iv) bank statements, (v) general ledger or summary record of all receipts and disbursements from operations in, at or from the Premises, (vi) state and local sales and use tax returns, and (vii) such other records that would normally be kept pursuant to generally accepted accounting principles, or as the Landlord may reasonably require in order to determine FT Gross Revenue hereunder. For each retailer operating from the Premises, a separate bank account shall be maintained for all revenue from the Premises and no funds from any other source shall be deposited in such account. Tenant shall require, acquire and retain the Records at the Premises or at Tenant's offices for at least three (3) years from the end of the Lease Year to which they are applicable or, if any audit is required or a controversy should arise between the parties regarding Percentage Rent, until such audit or controversy is terminated, even though such retention period may be after the expiration of the Term or earlier termination of this Lease.

B. FT Gross Revenue Statements. Tenant shall provide Landlord with a monthly statement of FT Gross Revenues within fifteen (15) days after the end of each quarter, signed by an authorized representative of Tenant which shall show FT Gross Revenue and an itemization of any exclusions or deductions therefrom for such quarter, as well as a summary of all collective year-to-date amounts for the current Lease Year. If any Percentage Rent is due for such quarter, the payment from Tenant shall accompany such statement. In addition to such regular quarterly statements, Tenant shall provide an annual statement within sixty (60) days after the end of each Lease Year, which shall show the total amount of FT Gross Revenue for such Lease Year, and shall be certified to be true, complete and correct by an independent certified public accountant reasonably satisfactory to Landlord. If such annual statement shows that Tenant underpaid Percentage Rent for such Lease Year, Tenant shall include the additional amount with such statement, and if such statement shows that Tenant overpaid Percentage Rent, Landlord shall provide a credit or refund. Tenant, through its subleases (or other agreements with its subtenants, licensees or concessionaires) shall require that any subtenant, licensee or concessionaire furnish similar statements to enable Tenant to fully comply with the requirements herein in a timely fashion.

C. Audits. Landlord may from time to time (but not more frequently than once each calendar year), upon at least ten (10) business days' notice to Tenant, cause a complete audit or examination to be made of the Sales Records and such books and records of any subtenant, licensee or concessionaire for all or any part of the three (3) Lease Years immediately preceding such notice. During such audit, Landlord or its authorized representatives shall have full and free access to the Sales Records and the right to require that Tenant, its agents and employees (along with its subtenants, licensees or concessionaires) furnish such information or explanation with respect to such items as may be necessary for a proper examination and audit thereof. If such audit or examination discloses that any statements of FT Gross Revenue understates FT Gross Revenue made during any Lease Year by one percent (1%) or more, or if Tenant shall have failed to furnish Landlord any monthly FT Gross Revenue statements during any Lease Year or shall have failed to prepare, acquire and maintain the Sales Records as required herein, Tenant shall pay Landlord the cost of such audit or examination, including travel and related expenses, and any deficiency in Percentage Rent, with interest at the rate of 12% per annum. Tenant’s sublseases and other agreements with third parties shall include a provision consistent with the prior sentence and shall also provide that if such audit or examination shall disclose an understatement of more than ten percent (10%) for any such subtenant, Tenant shall also have the right to terminate said sublease by written notice given within six (6) months after such audit. Landlord's acceptance of Percentage Rent shall be without prejudice to the Landlord's examination, audit and other rights hereunder.

D. **FT Gross Revenue Defined.** For purposes hereof, the term "**FT Gross Revenue**" shall mean the entire amount of all money generated by Tenant on the Premises, including (i) rent from all subtenants, licensees and/or concessionaires (including both base rent and percentage rent), (ii) event fees, license fees and other charges for use of the Premises’ event space; (iii) licensing, advertising and naming fees; (iv) all sales of goods and services provided by or through Tenant (but not including the sales of Tenant's substenants), and (v) all other gross income or receipts from any business or operation at, on or from the Premises. No deduction shall be allowed for any uncollected or uncollectible amounts or reserves therefor, nor for cost of products or services sold, or other costs, charges or expenses of purchasing, financing, selling, transportation, overhead or taxes except as expressly provided herein. Trade-ins shall not reduce the sale price of the item sold for purposes hereof.

E. **Sublease Requirements**. Tenant understands and agrees that it will need to require its subtenants, licensees or concessionaires operating in, at or from the Premises to comply with the provisions set forth in subparagraphs 3.3A. through D above in order to calculate FT Gross Revenue. Tenant agrees to include provisions in each of its subleases or other agreements with such subtenants, licensees or concessionaires which will enable Tenant to fully and timely comply with the requirements set forth in this Paragraph 3.3 and Tenant will enforce all such requirements against its subtenants, licensees or concessionaires.

3.4. Partial Period Rent. Rent for any period during the term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of the calendar month involved. Tenant shall pay the first full month's Base Rent and any other charges upon execution of this Lease.

3.5. Place of Payment. All payments under this Lease to be made by Tenant to Landlord shall be made payable to, and mailed or personally delivered to Landlord at the address set forth in Paragraph 26 herein, or such other address(es) which Landlord may notify Tenant from time to time.

3.6. Late Payment. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent (as defined in Paragraph 3.1 above) pursuant to this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of Rent or other payment under this Lease is not received by Landlord on or before the fifteenth (15th) day of the month in which such Rent or other payment is due, Tenant shall pay a late charge equal to five percent (5%) of such overdue amounts, along with interest as set forth in Paragraph 22.1 hereof. Tenant shall also be responsible for a service fee equal to Three Hundred Fifty Dollars ($350.00) for any check returned for insufficient funds together with such other costs and expenses as may be imposed by Landlord's bank. The payment to and acceptance by Landlord of such late charge shall in no event constitute a waiver by Landlord of Tenant's default with respect to such overdue amounts, nor prevent Landlord from exercising any of the other rights and remedies granted at law or equity or pursuant to this Lease.

3.5. Payment on Account. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent actually due hereunder shall be deemed to be other than a payment on account. No restrictive endorsement or statement on any check or any letter accompanying any check or payment shall be deemed to effect an accord and satisfaction or have any effect whatsoever. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy in this Lease or at law or in equity provided.

4. THE TRAIL AND PUBLIC USE CONDOMINIUM UNIT

4.1 Public Recreational Uses. Pursuant to the Development Agreement, Tenant has agreed to construct certain public recreational uses and amenities within the Public Use Unit, which uses shall include, among other things, the following:

A. **A. Trail**. An approximately 700 foot public trail and/or crossing for pedestrian and bicycle use and dismounted cyclists, and not for motorized vehicles

(specifically, cars, trucks and motorcyles) (the "Trail") across the Bridge to connect the West Bottoms (on the east side of the Kansas River) to existing levee trails along the west side of the Kansas River and associated amenities as described in subparagraph (b) below.

B. Trail Amenities. Safety railings along the Trail, stairs and accessibility ramps (compliant with the Americans with Disabilities Act), lighting along the Trail, a security system and nighttime gates at both ends of the Bridge, public restrooms, drinking fountain and trailhead on the Bridge (collectively, the "Trail Amenities").

C. Lower Deck. An approximately 11,000 square foot multi-purpose space located on the first level of the Central Truss of the Bridge (the "Lower Deck"). The Lower Deck will include, among other things, the following components: (i) public restrooms; (ii) outdoor seating for approximately 250 persons; and (iii) open-air multi-purpose space for public gathering and viewing, events and entertainment, including, but not limited to picnics, games and activities (such as kite flying, ocean-liner shuffleboard leagues, bocce ball, "River Sticks", "Bucket and Well", giant bubble kits, and carp feeding), visiting yoga studios, educational events, driving range with fish-food golf balls, movies and watch parties, concerts, art fairs, and rental for private events and hosted meetings.

D. Vertical Gardens and Landscaping. Planter boxes of horizontal and vertical gardens on the Bridge featuring perennials, grasses, shrubs and trees (the "Gardens" or "Planter Boxes") as more particularly described in Exhibit M of the Development Agreement as well as any other landscaping, green space and irrigation systems required by Government Authorities.

4.2 Access to the Public Use Condominium Unit. The UG shall retain ownership and possession of the Public Use Unit for the recreational uses describe above and for other recreational uses, and the parties hereto acknowledge and agree that the Public Use Unit is excluded from this Lease, and not included in the definition of Premises hereunder. However, Tenant has agreed to serve as the UG's manager for the Pubic Use Unit pursuant to that certain Bridge Management Agreement dated as of _____, 2021 (the "Management Agreement"). Pursuant to the Management Agreement, Tenant agrees to maintain and operate the Public Use Unit so that the public may use and enjoy the same and to gain access to the Trail, the Trail Amenities and the other public recreational offerings on and about the Bridge as set forth therein. Tenant understands and agrees that the general public shall have a right to use the Public Use Unit during hours of operation that are consistent with other similar publicly available spaces and more particularly set forth in the Management Agreement. Without limiting the generality of the foregoing, Tenant understands and agrees that the Trail and Trail Amenities shall be open and available to pedestrians and dismounted bicycle traffic at least during hours of operation that are consistent with other similar UG trails and amenities. Tenant agrees to operate and maintain the Premises in a manner that is cooperative and compatible with the general public's use and enjoyment of the Public Use Unit.

5. PROJECT EXPENSES

5.1. Definitions.

A. "**Insurance Expenses**" shall mean the aggregate amount of the cost of fire, extended coverage, boiler, sprinkler, public liability, property damage, rent, earthquake and other insurance obtained by Landlord or Tenant in connection with the Premises, as required pursuant to Paragraph 14 hereof, and the deductible portion of any insured loss otherwise covered by such insurance.

B. "**Maintenance Expenses**" shall mean any and all commercially reasonable customary and typical expenses necessary or appropriate to maintain the Premises, including the Improvements, as applicable, as set forth in this Lease.

C. "**Project Expenses**" shall mean and include Taxes, Maintenance Expenses and Insurance Expenses as well as any other costs and expenses necessary or appropriate to own, develop, operate and maintain the Premises as set forth in this Lease.

D. "**Taxes**" shall mean all taxes, assessments and charges levied upon or with respect to the Premises, the Improvements or any personal property used in the operation thereof. Taxes shall include, without limitation, all general real property taxes and general and special assessments, payments-in-lieu of taxes, occupancy taxes, commercial rental taxes, charges, fees or assessments for transit, housing, police, fire or other governmental services or purported benefits to the Premises, service payments in lieu of taxes, and any tax, fee or excise on the act of entering into any lease for space in the Premises, or on the use or occupancy of the Premises or any part thereof, or on the rent payable under any lease or in connection with the business of renting space in the Premises that are now or hereafter levied or assessed against Landlord or Tenant by the United States of America, the state in which the Premises is located, or any political subdivision, public corporation, district or other political or public entity, whether due to increased rate and/or valuation, additional improvements, change of ownership, or any other events or circumstances, and shall also include any other tax, fee or other excise, however described, that may be levied or assessed as a substitute for or as an addition to, as a whole or in part, any other Taxes whether or not now customary or in the contemplation of the parties on the date of this Lease. Additionally, in the event that at any time this Lease is determined to be a taxable instrument, or represent a taxable transaction by the State of Kansas under provisions relating to documentary stamp tax, or intangible tax, then in such event any such tax or taxes shall be paid by Tenant.

5.2. Payments. In addition to Base Rent, Tenant shall pay the Project Expenses directly to the applicable parties before any such items are delinquent. If requested by Landlord, Tenant shall provide Landlord with reasonable evidence of payment of any or all of the Project Expenses.

B. 5.3 Absolute Net Lease. Tenant hereby understands and agrees that all costs, expenses and obligations of every kind or nature whatsoever relating to the Premises which may arise or become due during the Term of this Lease shall be paid by Tenant and shall constitute rent hereunder. All rent payable by Tenant hereunder shall be absolutely net to Landlord so that this Lease shall yield to Landlord the benefit of all rent to be paid each month during the Term of this Lease.

6. GOVERNMENTAL POWERS

Notwithstanding anything set forth herein to the contrary, no provision contained in this Lease shall in any manner diminish or usurp the inherent rights and powers of the Landlord to act in its capacity as a public body. Further, nothing herein shall relieve Tenant from complying with all Legal Requirements (as defined in Paragraph 7 below).

7. PERMITTED USES

Tenant may use the Premises and the Improvements for all legal purposes and may sublease the Premises and space in the Improvements to subtenants engaged in retail, entertainment and restaurant and distillery operations and uses customarily associated therewith. Tenant shall comply with all laws, ordinances, rules, regulations and codes of all municipal, county, state and federal authorities pertaining to Tenant's use and occupation of the Premises (collectively, "**Legal Requirements**"). Tenant shall not commit, or suffer to be committed, any waste upon the Premises or the Bridge or any public or private nuisance. Tenant, at its expense, shall provide (and enclose if required by codes or Landlord) a dumpster or dumpsters for Tenant's trash in a location and manner approved by Landlord, and shall cause its trash to be removed at intervals reasonably satisfactory to Landlord. In connection therewith, Tenant shall keep the dumpster(s) clean and insect, rodent and odor free.

8. ENVIRONMENTAL COMPLIANCE\HAZARDOUS MATERIALS

8.1. Definitions. "**Hazardous Materials**" shall mean any (i) material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive, flammable, explosive radioactive, mutagenic or corrosive, including, without limitation, petroleum, or any petroleum derivative, solvents, heavy metals, acids, pesticides, paints, printing ink, PCBs, asbestos, materials commonly known to cause cancer or reproductive problems and those materials, substances and/or wastes, including wastes which are or later become regulated by any local governmental authority, the state in which the Premises are located or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act; all environmental laws of the state where the Premises is located, and any other environmental law, regulation or ordinance now existing or hereinafter enacted, and (ii) any other substance or matter which results in liability to any person or entity from exposure to such substance or matter under any statutory or common law theory, and (iii) any substance or matter which is in excess of relevant and appropriate levels set forth in any applicable federal, state or local law or regulation pertaining to any hazardous or toxic substance, material or waste, or for which any applicable federal, state or local agency orders or otherwise requires removal, remediation or treatment. "**Hazardous Materials Laws**" shall mean all present and future federal, state and local laws, ordinances and regulations, prudent industry practices, requirements of governmental entities and manufacturer's instructions relating to industrial hygiene or environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any Hazardous Materials, including without limitation the laws, regulations and ordinances referred to in the preceding sentence.

8.2. Use of Premises by Tenant. Tenant hereby agrees that Tenant and Tenant's officers, employees, representatives, agents, consultants, contractors, subcontractors, successors, assigns,

subtenants, concessionaires, invitees and any other occupants of the Premises (for purposes of this Paragraph 8, referred to collectively herein as "**Tenant Representatives**") shall not cause or permit any Hazardous Materials to be used, generated, manufactured, refined, produced, processed, stored or disposed of, on, under or about the Premises or transported to or from the Premises without the express prior written consent of Landlord. Landlord may, in its sole discretion, place such conditions as Landlord deems appropriate with respect to such Hazardous Materials, including without limitation rules, regulations and safeguards as may be required by any insurance carrier, environmental consultant or lender of Landlord, or environmental consultant retained by any lender of Landlord, and may further require that Tenant demonstrates to Landlord that such Hazardous Materials are necessary or useful to Tenant's business and will be generated, stored, used and disposed of in a manner that complies with all Hazardous Materials Laws regulating such Hazardous Materials and with good business practices. Tenant understands that Landlord may utilize an environmental consultant to assist in determining conditions of approval and monitoring in connection with the presence, storage, generation or use of Hazardous Materials on or about the Premises by Tenant, and Tenant agrees that any costs reasonably incurred by Landlord in connection with any such environmental consultant's services shall be reimbursed by Tenant to Landlord as additional Rent upon demand. Unless approved in writing by Landlord, Tenant shall not be entitled to utilize, nor shall Tenant permit and person or party to utilize, any Hazardous Materials in the Premises or on the Real Property. In connection therewith, Tenant shall at its own expense procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Tenant or any of Tenant's Representatives of Hazardous Materials on the Premises, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises with all required permits. Notwithstanding the foregoing Tenant shall be entitled to use and store reasonable quantities of common cleaning solutions, lubricants and fuels used by Tenant in its ordinary operations, so long as the same are stored in appropriate containers otherwise used and stored in strict compliance with all Hazardous Materials Laws.

8.3. Remediation. If at any time during the Lease Term any contamination of the Real Property or by Hazardous Materials shall occur on the Premises, whether or not such contamination is caused by the act or omission of Tenant or Tenant's Representatives ("**Tenant's Contamination**"), then Tenant, at Tenant's sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Premises, the Real Property or the groundwater underlying the Premises or the Real Property to the extent required to comply with applicable Hazardous Materials Laws to restore the Premises or the Real Property to the same or better condition which existed before Tenant's Contamination. Tenant shall not take any required remedial action in response to any Tenant's Contamination in or about the Premises, the Bridge or the Real Property, or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Tenant's Contamination without first obtaining the prior written consent of Landlord, which may be subject to conditions imposed by Landlord as determined in Landlord's sole discretion, provided, however, Landlord's prior written consent shall not be necessary in the event that the presence of Hazardous Materials on, under or about the Premises, the Bridge or the Real Property (i) poses an immediate threat to the health, safety or welfare of any individual or (ii) is of such a nature that an immediate remedial response is necessary and it is not possible to obtain Landlord's consent before taking such action. Tenant and Landlord shall jointly prepare a remediation plan in compliance with all Hazardous Materials Laws and the provisions of this Lease. In addition to all other rights and remedies of Landlord hereunder, if Tenant does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Tenant's Contamination, and thereafter commence the required

remediation of any Hazardous Materials released or discharged in connection with Tenant's Contamination within thirty (30) days after all necessary approvals and consents have been obtained and thereafter continue to prosecute such remediation to completion in accordance with an approved remediation plan, then Landlord, at its sole discretion, shall have the right, but not the obligation, to cause such remediation to be accomplished, and Tenant shall reimburse Landlord within fifteen (15) business days of Landlord's demand for reimbursement of all amounts reasonably paid by Landlord (together with interest on such amounts at the highest lawful rate until paid), when such demand is accompanied by reasonable proof of payment by Landlord of the amounts demanded. Tenant shall promptly deliver to Landlord, legible copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises, the Real Property or the Bridge as part of Tenant's remediation of any Tenant's Contamination.

8.4. Disposition of Hazardous Materials. Except as discharged into the sanitary sewer in strict accordance and conformity with Paragraph 8.2 herein and all applicable Hazardous Materials Laws, Tenant shall cause any and all Hazardous Materials removed from the Premises, the Real Property and/or the Bridge (including without limitation all Hazardous Materials removed from the Premises, the Real Property and/or the Bridge as part of the required remediation of Tenant's Contamination) to be removed and transported solely by duly licensed haulers to duly licensed facilities for recycling or final disposal of such materials and wastes. Tenant is and shall be deemed to be the "operator" "in charge" of Tenant's "facility" and the "owner," as such terms are used in the Hazardous Materials Laws, of all Hazardous Materials and any wastes generated or resulting therefrom. Tenant shall be designated as the "generator," as such terms are used in the Hazardous Materials Laws, on all manifests relating to such Hazardous Materials or wastes.

8.5. Notice of Hazardous Materials Matters. Tenant shall immediately notify Landlord in writing of: (i) any enforcement, clean up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Premises, the Bridge and/or the Real Property pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against Tenant or the Premises, the Bridge or the Real Property relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Premises, the Bridge and/or the Real Property; (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Real Property including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by Tenant of actual knowledge of any of the foregoing matters; and (iv) any spill, release, discharge or disposal of any Hazardous Materials in, on or under the Premises, the Bridge and/or the Real Property or any portion thereof. Tenant shall also supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use thereof.

8.6. Indemnification by Tenant. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord, and each of Landlord's employees, representatives, agents, attorneys, successors and assigns, and its directors, officers, partners, representatives, any lender having a lien on or covering the Premises or any part thereof, and any entity or person named or required to be named as an additional insured in Paragraph 14.2 of this Lease (for purposes of this Paragraph 8, referred to collectively herein as "**Landlord's Representatives**") free and harmless from and against any and all claims, actions (including, without limitation, cost of investigation and testing, consultant's and attorney's fees, remedial and enforcement actions of any kind, administrative (informal or otherwise) or

judicial proceedings and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages (including, but not limited to, damages for the loss or restriction or use of rentable space or any amenity of the Premises, the Bridge and/or the Real Property, or damages arising from any adverse impact on marketing of space in the Premises), fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused in whole or in part, directly or indirectly by (i) any Tenant's Contamination, (ii) Tenant's or Tenant's Representatives' failure to comply with any Hazardous Materials Laws with respect to the Premises, the Real Property or the Bridge, or (iii) offsite disposal or transportation of Hazardous Materials on, from, under or about the Premises, the Real Property and/or the Bridge by Tenant or Tenant's Representatives. Tenant's obligations hereunder shall include without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean up or detoxification or decontamination of the property, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith. For purposes of the indemnity provisions hereof, any acts or omissions of Tenant, Tenant's Representatives, or by employees, agents, assignees, contractors or subcontractors of Tenant or others acting for or on behalf of Tenant (whether or not they are negligent, intentional, willful or unlawful), shall be strictly attributable to Tenant.

8.7. Tenant Certifications. Within ninety (90) days prior to the expiration of the Term, Tenant shall certify to Landlord in writing that, to the best of its knowledge, (i) the Premises, the Real Property and the Bridge are free from all Hazardous Materials caused by Tenant or Tenant's Representatives, and (ii) no such Hazardous Materials exist on, under or about the Premises, the Bridge and/or the Real Property other than as specifically identified to Landlord by Tenant in writing. If Landlord reasonably believes that such certification is inaccurate, or if an environmental report is required by law, Landlord shall give notice to Tenant within thirty (30) days after receipt of Tenant's certification that Tenant shall have the Premises, the Real Property and the Bridge are thoroughly inspected by an environmental consultant acceptable to Landlord for purposes of determining whether the same are free from all Hazardous Materials. If Landlord fails to timely give such notice, the requirement for an environmental inspection report is not required of Tenant unless such report is otherwise required by Tenant under this Paragraph 8. Landlord's failure to request an environmental inspection report shall in no way alter, abridge or limit Tenant's indemnity obligation hereunder. Tenant shall deliver to Landlord a copy of the environmental consultant's report forty-five (45) days prior to the expiration of the Lease. In the event the report discloses the existence of any Hazardous Materials, requires any clean up or any other form of response (collectively "**Clean-up**"), Tenant shall perform such immediately and deliver the Premises, the Bridge and Real Property with the conditions specified in the report "cleaned up", to the full satisfaction of Landlord. In the event the conditions specified in the report require Clean-up which cannot be completed prior to the expiration of the Term, Tenant shall be obligated to pay Landlord the Rent hereunder, as adjusted, for each day delivery of the Premises, the Bridge and/or the Real Property in the required condition to Landlord is delayed beyond the expiration of the Term in addition to the Clean-up costs.

8.8. Exclusivity. The allocations of responsibility between obligations and liabilities undertaken by, and indemnifications given by Landlord and Tenant under this Paragraph 8, shall be the exclusive provisions under this Lease, applicable to the subject matter treated in this Paragraph 8, and any other conflicting or inconsistent provisions contained in this Lease shall not apply with respect to the subject matter.

8.9 Compliance with Environmental Laws. Tenant shall at all times and in all respects comply with all Hazardous Materials Laws. All reporting obligations imposed by Hazardous Materials Laws with respect to Tenant's Contamination are strictly the responsibility of Tenant. Tenant and Landlord have been informed that certain judicial decisions have held that, notwithstanding the specific language of a lease, courts may impose the responsibility for complying with legal requirements and for performing improvements, maintenance and repairs on a Landlord or tenant based on the court's assessment of the parties' intent in light of certain equitable factors. Tenant and Landlord have each been advised by their respective legal counsel about the provisions of this Lease allocating responsibility for compliance with laws and for performing improvements, maintenance and repairs between Tenant and Landlord. Tenant and Landlord expressly agree that the allocation of responsibility for compliance with laws and for performing improvements, maintenance and repairs set forth in this Lease represents Tenant's and Landlord's intent with respect to this issue.

8.10. Survival and Duration of Obligations. All covenants, representations, warranties, obligations and indemnities made or given under this Paragraph 8 shall survive the expiration or earlier termination of this Lease.

9. UTILITIES

9.1. Payment for Utilities. Tenant shall pay, directly to all applicable service providers, all service charges and all initial utility deposits and fees, for water, electricity, sewage, janitorial, trash removal, gas, telephone, pest control and any other utility services furnished to the Premises during the entire Term of this Lease ("**Utilities**"). Tenant shall pay for all Utilities in addition to Rent. Landlord shall not be liable for any reason for any loss or damage resulting from an interruption of any of the Utility services, nor shall Tenant be entitled to any rent abatement or offset or other remedies as a result thereof. Landlord shall not be liable for any reason for any loss or damage resulting from an interruption of any of these services.

9.2. Utility Easements. Tenant shall have the right to enter into agreements with utility companies creating easements in favor of such companies as are required in order to service the improvements on the Premises; provided, however, that any such easement shall be in a location approved by Landlord which will not unreasonably interfere with the easements heretofore and as may hereafter be granted. The easement agreements shall also be in a form reasonably acceptable to Landlord. Landlord agrees to join in the grant of such easements and to execute any and all documents, agreements and instruments in order to effectuate the same. Landlord agrees not to unreasonably withhold its consent to any proposed utility easement joinder so long as the easement is non-exclusive does not create an undue burden on development or operation of the Premises, the Bridge or the Real Property, and the easement is required by the utility company. Landlord shall also have the right to enter into agreements with utility companies or any other parties creating easements in and over the Premises as may be required in order to serve the Bridge or the Real Property or any other property immediately adjacent to the Bridge and/or the Real Property also owned by Landlord. In such event, Tenant agrees, where requested by Landlord, to join in the grant of such easements and to execute any and all documents, agreements, and instruments and to take all other actions in order to effectuate the same all at Landlord's cost and expense in order to create the easements. The parties agree to use reasonable efforts to cause any encumbrances on the Premises to

be subordinate to such easements, as may be required by any utility companies.

9.3. Landlord Retains Conduit Rights. The parties understand and agree that the Bridge includes certain conduit which includes fiber optic cable and the potential for other similar uses (the "**Conduit**"). Notwithstanding anything set forth herein which is seemingly to the contrary, Tenant specifically agrees that Landlord shall retain all rights, title and interests in and to the Conduit, including the right to any fees and rents generated by the use of the Conduit by third parties.

10. REPAIRS BY LANDLORD

10.1. Bond-type Lease. Tenant hereby acknowledges that this is a bond-type lease wherein Tenant, in addition to the payment of Base Rent, shall be directly responsible for the payment of any and all Project Expenses (defined in Paragraph 5.1.C) and Utilities (defined in Paragraph 9) with respect to the Premises, and that Landlord shall have no obligation of any nature with respect to the Premises, or any portion thereof, except as specifically provided otherwise in this Lease or the Development Agreement. The parties further agree that the nature of this Lease is that it is intended to be an absolute net lease as otherwise set forth in Section 5.3 hereof.

10.2. Landlord Entry. Notwithstanding the foregoing, Landlord hereby retains the right to enter upon and inspect the Premises at reasonable times and upon reasonable notice.

11. REPAIRS BY TENANT

11.1. "As-Is" Condition. Tenant acknowledges and agrees that Tenant shall accept the Premises "as is, where is" and Landlord has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever concerning or with respect to (a) the value, nature, quality or condition of the Premises, the Bridge and/or the Real Property; (b) the suitability of the Premises, the Bridge and/or the Real Property for any and all activities and uses which Tenant may conduct thereon; (c) the compliance of the Premises, the Bridge and/or the Real Property with any Legal Requirements; (d) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Premises, the Bridge and/or the Real Property; (e) the manner or quality of the construction or materials incorporated into the Premises, the Bridge and/or the Real Property; (f) the manner, quality, state of repair or lack of repair of the Premises, the Bridge and/or the Real Property; or (g) any other matter with respect to the Premises, the Bridge and/or the Real Property.

11.2. Maintenance. In connection therewith, Tenant shall at its own cost and expense keep and maintain the Premises in good order and repair, normal wear and tear and fire and other casualty excepted, promptly making all necessary repairs and replacements. In addition to the foregoing, Tenant shall also be responsible for all maintenance and upkeep of the Premises, including, but not limited to all snow removal, mowing and weed removal, and general grounds maintenance, including trash removal and security. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises in good order, condition and state of repair.

11.3. Structural Maintenance, Repairs and Replacements. Notwithstanding the foregoing, the parties hereby understand and agree that Tenant shall not be responsible for maintenance, repairs and replacements of the structural elements of the Premises or the Bridge ("**Structural Maintenance**"). However, Tenant recognizes and agrees that Landlord has also not undertaken any responsibility for Structural Maintenance hereunder. The parties hereby agree that they will meet and discuss any preventative or necessary Structural Maintenance, but if neither party agrees to take responsibility for such Structural Maintenance, then neither party shall be obligated to undertake such Structural Maintenance or pay the costs thereof. Tenant specifically agrees that Landlord shall not be liable to Tenant for any damage to the Premises or Tenant's operations if Landlord elects not to undertake or pay for any Structural Maintenance as described herein.

12. TENANT'S TAXES AND ASSESSMENTS

In addition to Tenant's obligations to pay Taxes on the Premises as a party of the Project Expenses as described in Paragraph 5 above, Tenant covenants and agrees to pay promptly, when due, all personal property taxes or other taxes and assessments levied and assessed by any governmental authority upon the removable property of Tenant in, upon or about the Premises.

13. CONSTRUCTION OF THE IMPROVEMENTS

13.1. **Construction of the Improvements**. Tenant shall be permitted to construct the Improvements, as applicable, and their related improvements on the Premises pursuant to the terms and conditions as set forth in the Development Agreement, and further subject to all of the terms and conditions as set forth in this Lease. In connection therewith, Tenant shall cause commencement of all construction on the Premises, together with all required landscaping and parking, in full compliance, in all respects, with local code requirements, zoning requirements, the Development Agreement and this Lease. Notwithstanding anything herein to the contrary, Tenant shall be obligated to pay for all development and impact fees for the Improvements, and all related construction and development expenses. Tenant shall make all such payments directly to the appropriate charging or taxing authority at least fifteen (15) days before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment.

13.3. **Conditions of Development**. In addition to the requirements set forth in Paragraph 13.1, all construction performed on the Premises, the Real Property or the Bridge, shall be subject to the following conditions:

A. Proof of Compliance. Tenant shall deliver to Landlord, at Tenant's expense, evidence of compliance with then applicable regulations and requirements for permits and codes, ordinances, approvals, including but not limited to grading permits, payment of all permit fees and other construction fees and escrows, if any, building permits and as otherwise required.

B. Soil Conditions. Landlord makes no covenants or warranties respecting the condition of the soil or subsoil or any other condition of the Premises.

C. Completion of Construction. Once the work is commenced, Tenant shall with

reasonable diligence cause the prosecution to completion of the construction of all improvements. All work shall be performed in a good and workmanlike manner and shall comply with all applicable governmental permits, laws, ordinances, and regulations.

14. INSURANCE

14.1. Property Insurance. Tenant shall maintain in full force and effect throughout the entire term of this Lease a policy of insurance on the Premises and the Improvements (but not on the structure of the Bridge itself) against loss or damage by fire and lightning, and such other perils as are covered under the broadest form of the "extended coverage" or "all risk" endorsements available in the state in which the Premises is located, including, but not limited to, damage by wind storm, hurricane, explosion, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally covered by such endorsements. The insurance shall be carried and maintained to the extent of full (actual) replacement cost of the Premises and the Improvements (but not on the structure of the Bridge itself), in such amounts as may be reasonably acceptable to Landlord from time to time during the Term; provided however, that during the period of construction, Tenant shall provide or cause to be provided in lieu thereof builders' risk or similar type of insurance to the full replacement costs thereof. Copies of all such insurance policies or certificates thereof endorsed to show payment of the premium shall be available for inspection by Tenant and such policies and certificates shall show Tenant and the beneficiary of any leasehold mortgage or deed of trust on the Premises to be additional insureds as their interests may exist (or a mortgagee loss payable endorsement). Such insurance may be provided by a blanket insurance policy covering the Premises, so long as the coverage on the Premises is at all times at least as great as required by this paragraph.

14.2. Casualty and other Insurance. Tenant agrees to take out and keep in force during the term hereof, without expense to Landlord, with an insurance company with general policy holder's rating of not less than B+, VII as rated in the most current Best's Insurance Reports, or other company reasonably acceptable to Landlord, the policies of insurance as set forth below. Commencing on the tenth (10^{th}) anniversary of the Commencement Date, and no more frequently than every ten (10) years thereafter, the amounts of insurance required hereunder may be adjusted from time to time as reasonably requested by Landlord based upon Landlord's determination as to the amounts of such insurance generally required at such time for comparable commercial projects in the general geographic area of the Premises. All such insurance policies shall name Landlord and any property manager of Landlord designated by Landlord to Tenant as additional named insureds. The insurance required by this Paragraph 14.2 may be obtained by any subtenant of Tenant provided that Landlord and Tenant are named as additional insureds.

A. Comprehensive public liability insurance, in the name of Tenant, insuring against any liability for injury to or death of persons resulting from any occurrence in or about the Premises and for damage to Premises, the Bridge and/or the Real Property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than $2,000,000.00 per occurrence (which may be satisfied by a combination of primary and excess insurance). In addition, such policy of insurance shall include the ordinary and usual coverage for any additional liability as coverage for any potential liability arising out of or because of any construction, work of repair or alterations done on or about the Premises by or under the control or direction of Tenant;

B. Personal property insurance covering the personal property and trade fixtures of Tenant in an amount equal to the replacement value of the personal property and trade fixtures, as such replacement value may vary from time to time;

C. Workers compensation insurance as required by state law and employer liability insurance with limits of not less than $1,000,000.00; and

D. Comprehensive automobile liability insurance with limits of not less than $1,000,000.00 combined bodily injury and property damage per occurrence.

Landlord and Tenant hereby agree that the $2,000,000 and $1,000,000 policy limits set forth herein shall be increased by an amount equal to the increase, if any, in the CPI on the ten (10) year anniversary of the Commencement Date, and on each ten (10) year anniversary thereafter during the Term.

14.3. Certificates of Insurance. All policies of insurance set forth in Paragraphs 14.1 and 14.2 above, shall provide that copies of the policies or certificates thereof showing the premium thereon to have been paid, shall be delivered to Landlord prior to the Commencement Date and thereafter fifteen (15) days prior to each renewal date. All such policies shall, if available, provide that they shall not be canceled nor coverage reduced by the insurer without first giving at least thirty (30) days prior written notice to Landlord. If Tenant fails to procure and keep in force such insurance, Landlord may procure it, and the cost thereof with interest at the maximum lawful rate shall be payable immediately by Tenant to Landlord as additional Rent. Such insurance may be provided by a blanket insurance policy covering the Premises, so long as the coverage on the Premises is at all times at least as great as required by this Paragraph 14.

15. WAIVER, EXCULPATION AND INDEMNITY

15.1. Definitions. For purposes of this Paragraph 15, (i) "**Tenant Parties**" shall mean, singularly and collectively, Tenant and Tenant's officers, directors, shareholders, partners, members, trustees, subtenants, agents, employees, and independent contractors as well as all persons and entities claiming through any of the foregoing persons or entities, and (ii) "**Landlord Parties**" shall mean singularly and collectively, Landlord and Landlord's officers, directors, governing body, partners, staff, trustees, agents, employees, and independent contractors as well as all persons and entities claiming through any of the foregoing persons or entities

15.2. Exculpation. Tenant, on behalf of itself and of all Tenant Parties, and as a material part of the consideration to be rendered to Landlord under this Lease, hereby waives, to the fullest extent permitted by law, all claims against Landlord for loss, theft or damages to goods, wares, merchandise or other Premises (whether tangible or intangible) in and about the Premises, for loss or damage to Tenant's business or other economic loss (whether direct or consequential), and for the injury or death to any persons in, on or about the Premises, except for damage or loss directly caused by the gross negligence or willful misconduct of Landlord or Landlord Parties.

15.3. Tenant's Indemnity. Tenant shall indemnify, defend (by an attorney of Landlord's choice), reimburse, protect and hold harmless Landlord and all Landlord Parties from and against all third party claims, liability and/or damages arising from or related to occurrences on the Premises and/or the acts

or omissions of Tenant or any Tenant Parties relating to their use, possession, or occupancy of the Premises or, Tenant's obligations under this Lease, or to any work done, permitted or contracted for by any of them on or about the Premises, to the extent that such liability or damage is covered by Tenant's insurance (or would have been covered had Tenant carried the insurance as required under this Lease). If Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant or any Tenant Parties, Tenant shall pay all costs and reasonable attorney's fees incurred by such litigation, unless such costs and fees are covered by Landlord's insurance.

15.4. Waiver of Subrogation. To the extent of any and all insurance maintained, or required to be maintained, by either Landlord or Tenant in any way connected with the Premises, Landlord and Tenant hereby waive on behalf of their respective insurance carriers any right of subrogation that may exist or arise as against the other party to this Lease. Landlord and Tenant shall cause the insurance companies issuing their insurance policies with respect to the Premises to waive any subrogation rights that the companies may have against Tenant and Landlord, respectively.

15.5. Survival and Duration of Obligations. All representations, warranties, obligations and indemnities made or given under this Paragraph 15 shall survive the expiration or earlier termination of this Lease.

16. CONSTRUCTION LIENS

Except as set forth herein, Tenant shall not suffer or permit any construction liens, mechanic's liens or materialmen's liens to be filed for work performed or materials supplied by or on behalf of Tenant or Tenant's Representatives (defined in Paragraph 8.2) against Landlord's interest in the Premises, the Bridge or the Real Property nor against Tenant's leasehold interest in the Premises. Tenant shall have the right to contest by proper proceedings any such construction liens, mechanic's liens or materialman's liens, provided that Tenant shall prosecute such contest diligently and in good faith and such contest shall not expose Landlord to any civil or criminal penalty or liability. Upon Landlord's demand, Tenant shall furnish Landlord a surety bond or other adequate security satisfactory to Landlord sufficient both to indemnify Landlord against liability and hold the Premises, the Bridge and the Real Property free from adverse effect in the event the contest is not successful. If such liens are so filed and Tenant does not properly contest such liens, Landlord, at its election, and upon not less than ten (10) days prior written notice to Tenant, may pay and satisfy same and, in such event the sums so paid by Landlord, with interest thereon at the rate of eighteen percent (18%) per annum from the date of payment, and all actual and other expenses, including reasonable attorney's fees, so paid by Landlord, shall be deemed to be additional Rent due and payable by Tenant at once without notice or demand.

17. QUIET ENJOYMENT

Landlord covenants and agrees that Tenant, upon making all of Tenant's payments of Rent as and when due under the Lease, and upon performing, observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, shall peaceably and quietly hold, occupy and enjoy the Premises during the term of this Lease as extended by the options described herein, if any, subject to the terms and provisions of this Lease.

18. LANDLORD'S RIGHT OF ENTRY

Landlord or its agents shall have the right to enter the Premises at reasonable times upon reasonable prior notice in order to substantiate compliance with this Lease or the Development Agreement, to the extent Developer has failed to cure any breach within applicable notice and cure periods, to cure any defaults thereunder. Landlord's right of reentry shall not be deemed to impose upon Landlord any obligation, responsibility, or liability for the care, supervision or repair of the Premises other than as herein provided. In exercising its rights hereunder, Landlord shall use reasonable efforts to avoid unreasonable interference with the construction and operation of the Premises. Nothing contained in this Paragraph 18 shall restrict or impede the right of the Landlord to enter the Premises pursuant to any Applicable Laws and Requirements.

19. DAMAGE AND DESTRUCTION

19.1. Tenant's Duty to Restore. At any time during the Term or any extended term of this Lease, if the Premises and/or any other Improvements now or hereafter on the Premises are damaged and/or destroyed in whole or in part by fire, theft, the elements, or any other cause, this Lease shall continue in full force and effect, and Tenant, at its sole cost and expense, shall repair and restore the damaged or destroyed Premises and/or Improvements according to such plans as shall be reasonably approved in writing by Landlord, whether or not there are sufficient insurance proceeds to cover the repair and restoration expenses. The work of repair and restoration shall be commenced by Tenant as soon as possible but in no event later than ninety (90) days after receipt of the insurance proceeds from the property insurance required to be maintained pursuant to Paragraph 14.1 herein, the damage or destruction occurs and shall be completed with due diligence not longer than six (6) months after the work is commenced, unless otherwise agreed to in writing by Landlord. In all other respects, the work of repair and restoration shall be done in accordance with the requirements for original construction work.

19.2. Option to Terminate Lease for Destruction. Notwithstanding Paragraph 19.1 above, in the event that the Premises and/or Improvements are damaged or destroyed by fire, theft or any other casualty, and the same (a) is through no fault of Tenant or its subtenants, licensees or concessionaires, and (b) results in a cost to repair or restore such Premises and/or Improvements as required by Paragraph 19.1 of this Lease that exceeds the insurance proceeds therefor, then Tenant shall have the option of terminating this Lease by giving to Landlord at least sixty (60) days' prior written notice of Tenant's intent to do so; and if Tenant elects to terminate this Lease, then Tenant shall also be required to terminate all of its subtenants, licensees or concessionaires and to remove, at Tenant's own cost and expense, all debris and remains of the damaged Improvements from the Premises and to return the Premises to Landlord in clean "construction ready" condition. Any failure by Tenant to timely and properly repair and restore the Premises or Improvements, once Tenant has elected to do so, shall constitute an Event of Default hereunder.

Notwithstanding anything set forth herein to the contrary, in the event that any such fire, theft or other casualty shall occur prior to the expiration of the Development Agreement, Tenant hereby understands and agrees that (i) Tenant shall not have the option to terminate as otherwise set forth herein, and (ii) Tenant shall, at its sole cost and expense, commence as soon as possible but in no event later than ninety (90) days after receipt of the insurance proceeds from the property insurance required to be maintained pursuant to Paragraph 14.1 herein, and thereafter proceed as promptly as possible to repair, restore and replace the

damaged Premises and/or other Improvements as nearly as possible to their condition immediately prior to the casualty and Tenant shall be entitled to draw upon the proceeds of the insurance carried pursuant to Paragraph 14 hereof for payment of said costs.

20. EMINENT DOMAIN

20.1. Interests of Parties on Condemnation. If the Premises or any part thereof shall be taken for public purpose by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Landlord and Tenant in the award or consideration for such transfer, and the allocation of the award and the other effect of the taking or transfer upon this Lease shall be provided in this Paragraph 20.

20.2. Total Taking – Termination. If the entire Premises are taken or so transferred, this Lease and all of the right, title and interest thereunder shall cease on the date title to such Premises so taken or transferred vests in the condemning authority.

20.3. Partial Taking – Termination. In the event of the taking or transfer of only a part of the Premises, leaving the remainder of the Premises in such location, or in such form, shape or reduced size as to be not effectively and practicably usable in the reasonable option of Tenant for the operation thereon of Tenant's development or business or the business of any subtenant, taking into consideration the effect, if any, of such taking on the availability of parking proximately located to the facility, and Landlord agrees with Tenant's determination, which agreement will not be unreasonably withheld, this Lease and all right, title and interest thereunder may be terminated by Tenant by giving, within sixty (60) days of the occurrence of such event, thirty (30) days' notice to Landlord of Tenant's intention to terminate.

20.4. Partial Taking – Continuation with Rent Abatement. In the event of such taking or transfer of only a part of the Premises leaving the remainder of the Premises in such location and in such form, shape or size as to be used effectively and practicably in the reasonable opinion of Tenant for the purpose of operation thereon of Tenant's development or business or the business of any subtenant, this Lease shall terminate as to the portion of the Premises so taken or transferred as of the date title to such portion vests in the condemning authority, but shall continue in full force and effect as to the portion of the Premises not so taken or transferred. From and after such date the Rent required to be paid by Tenant shall be reduced in proportion to which the square footage of the area so taken or transferred bears to the total square footage of the Premises.

20.5. Partial Taking – Award. If title and possession of a portion of the Premises is taken under the power of eminent domain, and the Lease continues as to the portion remaining, all compensation and damages ("**Compensation**") payable to Tenant by reason of any improvements so taken shall be available to be used, to the extent reasonably needed, by Tenant in replacing any improvements so taken with improvements of the same type of the remaining portion of the Premises. Plans and specifications for such replacement and improvements shall be subject to Landlord's reasonable prior approval and all such repairs shall be in compliance with all then existing codes, zoning ordinances, rules and regulations governing the Premises.

20.6. Allocation of Award. Any compensation awarded or payable because of the taking of all

or any portion of the Premises or Improvements by eminent domain shall be awarded to Landlord and Tenant in accordance with the values of their respective interest in the Premises or Improvements immediately prior to the taking. Such values shall be those determined in the proceeding relating to such taking or, if no separate determination of the values is made in such proceeding, those determined by agreement between Landlord and Tenant. In the event of separate awards, then Landlord and Tenant may retain such separate award made to each and any of them.

20.7. Voluntary Conveyance. A voluntary conveyance by Landlord to a public utility, agency or authority under threat of a taking under the power of eminent domain in lieu of formal proceedings shall be deemed a taking within the meaning of this Paragraph 20.

21. BANKRUPTCY

If a general assignment is made by Tenant for the benefit of creditors, or any action is taken by Tenant under any insolvency or bankruptcy act, or if a receiver is appointed to take possession of all or substantially all of the assets of Tenant (and Tenant fails to terminate such receivership within sixty (60) days after such appointment), or if any action is taken by a creditor of Tenant under any insolvency or bankruptcy act, and such action is not dismissed or vacated within sixty (60) days after the date of such filing, then in addition to Landlord's other remedies as set forth in Section 22 below, this Lease shall terminate at the option of Landlord upon the occurrence of any such contingency and shall expire as fully and completely as if the day of the occurrence of such contingency was the date specified in this Lease for the expiration thereof. In such event, Tenant shall then quit and surrender the Premises and the Bridge to Landlord.

22. DEFAULT

22.1. Tenant Default. If Tenant (i) fails to pay any rent or other sum due hereunder at the time set forth in this Lease, and such failure continues for a period of ten (10) days after the date such sum is due; provided, however, that Landlord shall send written notice to Tenant the first time in any Lease Year that Tenant fails to timely pay any sum due hereunder and Tenant shall not be in default until five (5) days after such notice; or (ii) in the event Tenant fails to perform any other covenant to be performed by Tenant under this Lease (or under the Development Agreement and/or Management Agreement) and continues to fail to perform the same for a period of thirty (30) days after receipt of written notice from Landlord pertaining thereto, or (iii) abandons or vacates the Premises, then Tenant shall be deemed to have breached this Lease and Landlord, in addition to other rights or remedies available to Landlord at law or equity, Landlord may pursue any one or more of the following remedies:

C. **A. Termination**. In the event of any such default by Tenant, in addition to any other remedies available to Landlord under this Lease, at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder. In the event that Landlord shall elect to so terminate this Lease, then Landlord may recover from Tenant:

D. (i) any unpaid Rent which had been earned at the time of such termination; plus

E. (ii) any unpaid Rent which was not earned at the time of such termination, but is earned by the time of award; plus

F. (iii) the discounted value of any Rent which would have accrued from the time of the award until the end of the Term if such termination had not occurred; plus

G. (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom including, but not limited to: reasonable attorneys' fees; unamortized brokers' commissions; Taxes; the costs of refurbishment, alterations, renovation and repair of the Premises; and removal (including the repair of any damage caused by such removal) and storage (or disposal) of Tenant's personal property, equipment, fixtures, Tenant changes, improvements and any other items which Tenant is required under this Lease to remove but does not remove.

B. Re-Entry Rights. In the event of any such default by Tenant, in addition to any other remedies available to Landlord under this Lease, at law or in equity, Landlord shall also have the right as permitted by applicable law, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed, stored and/or disposed of pursuant to Section 22.1 of this Lease or any other procedures permitted by applicable law. No re-entry or taking possession of the Premises by Landlord pursuant to this Section 22.B, and no acceptance of surrender of the Premises or other action on Landlord's part, shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

C. Continuation of Lease. If Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due. Landlord's election not to terminate this Lease pursuant to this Section 22.C or pursuant to any other provision of this Lease, at law or in equity, shall not preclude Landlord from subsequently electing to terminate this Lease or pursuing any of its other remedies to the extent permitted by law.

D. Landlord's Right to Perform. Tenant has no right to abate rent or offset against rent unless such rights are expressly granted herein. If Tenant shall fail to pay any sum of money (other than Rent) or perform any other act on its part to be paid or performed hereunder and such failure shall continue for ten (10) days with respect to monetary obligations or thirty (30) days with respect to non-monetary obligations after Tenant's receipt of written notice thereof from Landlord (except that no notice will be required in the event of an emergency), Landlord may, without waiving or releasing Tenant from any of Tenant's obligations, make such payment or perform such other act on behalf of Tenant. All sums so paid by Landlord and all necessary incidental costs incurred by Landlord in performing such other acts shall be payable by Tenant to Landlord within ten (10) days after demand therefor as additional rent.

If Landlord makes any expenditure required of Tenant hereunder, or if Tenant fails to make any payment or expenditure required of Tenant hereunder, such amount shall be payable by Tenant to Landlord as Rent together with interest from the date due at the rate of eighteen percent (18%) per annum, but not to exceed the maximum amount allowed by law, and Landlord shall have the same remedies as on the default in payment of Rent. The payment of interest required hereunder shall be in addition to the late charge set forth in Paragraph 3.4. Notwithstanding any other provisions of this Lease, under no circumstances shall Landlord or Tenant be liable to the other for any consequential damages arising out of the acts or omissions of Landlord or Tenant or a breach of this Lease by either party.

22.2. Landlord Default. Landlord shall not be in default in the performance of any obligation required to be performed by Landlord under this Lease unless Landlord has failed to perform such obligation within thirty (30) days after the receipt of written notice from Tenant specifying in detail Landlord's failure to perform; provided however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed in default if it commences such performance within such thirty (30) day period and thereafter diligently pursues the same to completion. Upon any such uncured default by Landlord, Tenant may exercise any of its rights provided in law or at equity; provided, however: (i) Tenant shall have no right to offset or abate Rent in the event of any default by Landlord under this Lease; (ii) Tenant's rights and remedies hereunder shall be limited to the extent (A) Tenant has expressly waived in this Lease any of such rights or remedies, and/or (B) this Lease otherwise expressly limits Tenant's rights or remedies, including the limitation on Landlord's liability contained in Paragraph 33.19 hereof; (iii) except as expressly provided herein, Tenant shall not have the right to terminate this Lease as a result of any such default; and (iv) in no event shall Landlord be liable for consequential damages or loss of business profits.

23. SURRENDER OF PREMISES

On or before the expiration of the Term, Tenant shall vacate the Premises and the Improvement in broom clean condition and in good condition and repair and free of any and all subtenants, licensees or concessionaires. Any removal of Tenant's improvements, personal property and/or trade fixtures by Tenant shall be accomplished in a manner which will minimize any damage or injury to the Premises, and any such damage or injury shall be repaired by Tenant at its sole cost and expense within thirty (30) days after Tenant vacates. The Improvements shall revert to Landlord upon expiration or other termination of this Lease. Notwithstanding the provisions of this paragraph, the machinery, equipment and fixtures of Tenant or any subtenants, licensees or concessionaires, other than that which is affixed to the Premises so that it cannot be removed without damage to the Premises, shall remain the property of Tenant or such subtenants, licensees or concessionaires, as may be applicable, and may be removed; provided, however, that Tenant removes or causes its removal by the expiration of the Term. Without hereby implying or suggesting any consent by Landlord to a sublease of the whole of the Premises other than as expressly permitted herein (which consent is subject to the terms of Paragraph 27 herein), all subleases of all or any portion of the Premises and all leases of space within any of the Premises shall contain reversion language in accordance with the terms of this Paragraph 23. Tenant agrees to execute any such documents as requested by Landlord or its title company following expiration or other termination of this Lease to perfect ownership of the Premises or the Improvements in Landlord.

24. HOLDING OVER

Should Tenant hold over and remain in possession of the Premises after the expiration of this Lease, without the written consent of Landlord, such possession shall be as a month-to-month tenant. Unless Landlord agrees otherwise in writing, Base Rent during the hold-over period shall be payable in an amount equal to one hundred fifty percent (150%) of the Base Rent paid for the last month of the term hereof until Tenant vacates the Premises. All other terms and conditions of this Lease shall continue in full force and effect during such hold-over tenancy, which hold-over tenancy shall be terminable by either party delivering at least one (1) month's written notice, before the end of any monthly period. Such hold-over tenancy shall terminate effective as of the last day of the month following the month in which the termination notice is given.

25. SURRENDER OF LEASE

The voluntary or other surrender of this Lease by Tenant, or mutual cancellation thereof, shall not work a merger and may, at the option of Landlord, terminate all or any existing subleases or subtenancies or may operate as an assignment of any or all such subleases or subtenancies to Landlord.

26. NOTICE

Any notice, request, demand, instruction or other document or communication required or permitted to be given hereunder shall be in writing addressed to the respective party as set forth below and may be personally served, sent by facsimile, or sent by a nationally recognized overnight courier, addressed as follows:

TO LANDLORD:
The Unified Government Clerk
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Room 323
Kansas City, Kansas 66101
Telephone: 916-573-5010
Facsimile: 913-5735020

with a copy to:
Chief Counsel for The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street
Kansas City, Kansas 66101
Telephone: 913-573-5060
Facsimile: 913-573-5243

with a copy to:
Stinson LLP
1201 Walnut, Suite 2600
Kansas City, Missouri 64106
Attn: Todd A. LaSala, Esq.
Telephone: (816) 691-3410

Facsimile: (816) 691-3495

TO TENANT:

Flying Truss, LLC
15 East 68th Street
Kansas City, Missouri
Attn: Michael Zeller
Telephone: (816) 699-5808
Email: MichaelZellerkc@gmail.com

with a copy to:

Lathrop GPM LLP
Attn: Paul Lewis
2345 Grand Blvd., Suite 2200
Kansas City, Missouri 64108
Telephone: (816) 460-5306
Email: Paul.Lewis@lathropgpm.com

Any party may change their notice address and/or facsimile number by giving written notice thereof in accordance with this Paragraph. All notices hereunder shall be deemed given: (1) if served in person, when served; (2) if sent by facsimile with electronic confirmation of receipt, on the date of transmission if before 6:00 p.m. C.S.T.; provided that a hard copy of such notice is also sent by a nationally recognized overnight courier; (3) if by overnight courier, by a nationally recognized courier which has a system of providing evidence of delivery, on the first business day after delivery to the courier; or (4) if by U.S. Mail, on the third day after deposit in the mail, postage prepaid, certified mail, return receipt requested.

27. ASSIGNMENT AND SUBLETTING

27.1. No Assignment. Tenant shall not directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of the Premises or Tenant's leasehold estate hereunder (collectively, "**Assignment**") without Landlord's prior written consent in each instance, which consent may not be unreasonably withheld, conditioned or delayed by Landlord, provided, however, that Tenant may assign this Lease or sublet the Premises to any subsidiary or Affiliate of Tenant.

27.2. Subletting. Tenant may, consistent with Tenant's Use as set forth in Paragraph 7 herein and without Landlord's prior written consent in each instance, permit portions of the Premises to be occupied by Persons other than Tenant, and/or sublet portions of the Premises ("**Sublease(s)**"), to subtenants ("**Subtenant(s)**") provided the terms of such Subleases are consistent with the terms contained herein and Tenant shall provide Landlord with notice of any such transfers.

27.3 No Relief of Obligations. No consent by Landlord to any Assignment or Sublease by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether arising before or after the Assignment or Sublease. The consent by Landlord to any Assignment or Sublease shall

not relieve Tenant of the obligation to obtain Landlord's express written consent to any other Assignment or Sublease. Any Assignment or Sublease that is not in compliance with this Paragraph 27 shall be void and, at the option of Landlord, shall constitute a material default by Tenant under this Lease. The acceptance of Rent by Landlord from a proposed assignee or sublessee shall not constitute the consent by Landlord to such Assignment or Sublease.

28. ATTORNEY'S FEES

Tenant shall pay any costs and expenses (including reasonable attorneys' fees) of Landlord in the event that Landlord shall have to enforce the terms and provisions of this Lease.

29. JUDGMENT COSTS

Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by or against Tenant, or by or against any person holding the Premises by license of Tenant, or for foreclosure of any lien for labor or material furnished to or for Tenant, or any such person, or otherwise arising out of or resulting from any act or transaction of Tenant, or of any such person, Tenant covenants to pay to Landlord, the amount of any judgment rendered against Landlord or the Premises or any part thereof, and all costs and expenses, including reasonable attorney's fees incurred by Landlord in connection with such litigation.

30. BROKERS

Landlord and Tenant each represent and warrant to each other that it has had no dealings with any real estate broker or agent in connection with the Premises and this Lease, and that it knows of no real estate broker or agent who is or might be entitled to a commission in connection with this Lease ("**Broker**"). Landlord shall only pay the real estate brokerage commission due to Broker and any real estate broker or agent entitled to a commission in connection with this Lease if claimed through the actions of Landlord. Tenant shall pay any other commission or finder's fee due if claimed through the actions of Tenant. Each of Tenant and Landlord shall indemnify and hold the other harmless from and against any such commission or finder's fee which may be claimed by any person or broker with respect to this transaction as a result of its breach of the foregoing representation.

31. LEASEHOLD MORTGAGE/SUBORDINATION OF SUBLEASES

31.1. Leasehold Mortgages. Nothing contained herein shall prohibit Tenant from obtaining a leasehold mortgage against the Premises provided Landlord shall not be required to subordinate its interest in the Premises to any such mortgage. In connection therewith, Tenant may, from time-to-time, grant a lender a mortgage lien encumbering Tenant's interest in the Premises and its interest in, to and under this Lease, together with an assignment of leases and rents and a security interest in any personal property owned by Tenant, in order to secure the repayment of such financing, including interest thereon, and the performance of all of the terms, covenants and agreements on the Tenant's part to be performed or observed under all agreements executed in connection with such financing or refinancing (collectively, a "**Leasehold Mortgage**"; and each holder of a Leasehold Mortgage, a "**Leasehold Lender**"). No such Leasehold Mortgage, lien or security interest shall attach to Landlord's interest in this Lease or the Premises or to any

personal property owned by Landlord nor shall any such assignment affect Landlord's interest in this Lease, or in any leases and rents or other proceeds from the Premises. Tenant shall give Landlord prompt notice of a Leasehold Mortgage, together with contact information for notices to the Leasehold Lender ("**Lender Notice**").

31.2. Subordination of Subleases. Any Subleases (as defined in Paragraph 27.2 herein) entered into by Tenant in accordance with the terms of this Lease shall be subordinate to this Lease. In the event that Landlord elects to terminate this Lease pursuant to Paragraph 22 herein, but elects – in its absolute sole discretion not to terminate one or more of the Subleases, then (i) each such Subtenant shall recognize and attorn to Landlord as Subtenant's direct Landlord under its Sublease, and (ii) each Sublease shall continue in full force and effect, in accordance with their respective terms, as a direct lease between Landlord and Tenant. This clause shall be self-operative, and no further instrument or subordination shall be necessary unless requested by a mortgagee or the insuring title company, in which event subtenant shall sign, within five (5) business days after requested, such instruments and/or documents as the mortgagee and/or insuring title company reasonably request be signed ("**Sublease SNDA**").

32. ESTOPPEL CERTIFICATES

Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior request by Landlord, execute, acknowledge and deliver to Landlord, or to such other persons who may be designated in such request, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and, if so, the dates to which the rent and any other charges have been paid in advance, and such other items requested by Landlord, including without limitation, the lease commencement date and expiration date, rent amounts, and that no offsets or counterclaims are present. It is intended that any such statement delivered pursuant to this Paragraph may be relied upon by any prospective purchaser or encumbrancer (including assignee) of the Premises. Landlord shall likewise execute, acknowledge and deliver an estoppel certificate on request from Tenant or any Leasehold Lender on the same terms and conditions as described above.

33. SIGNS

Subject to all applicable laws and requirements, Tenant may place any sign upon the Premises as reasonably required to advertise Tenant's business. The installation of any sign on the Premises by or for Tenant shall be subject to the provisions of Paragraph 23. Tenant shall maintain any such signs installed on the Premises. Unless otherwise expressly agreed herein, Tenant reserves the right to install, and all revenues from the installation of, such advertising signs on the Premises.

34. REQUIREMENT TO CLOSE FOR SAFETY REASONS

Tenant hereby understands and agrees that Landlord can require, by notice to Tenant, to close the Premises and the Bridge for safety reasons during extreme weather events including without limitation, flooding of the Kansas River.

35. GENERAL PROVISIONS

35.1. Governing Law. This Lease shall be governed by the laws of the State of Kansas and the parties hereto agree that venue shall be proper in any state or federal court located within the state.

35.2. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. The acceptance of rent hereunder shall not be construed to be a waiver of any breach by Tenant of any term, condition or covenant of this Lease.

35.3. Remedies Cumulative. It is understood and agreed that the remedies herein given to either party shall be cumulative, and the exercise of any one remedy of such party shall not be to the exclusion of any other remedy.

35.4. Successors and Assigns. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; if Landlord or Tenant is comprised of multiple parties, each of such parties hereto shall be jointly and severally liable hereunder.

35.5. Entire Agreement. This Lease, the exhibits herein referred to, and any addendum executed concurrently herewith, are the final, complete and exclusive agreement between the parties and cover in full each and every agreement of every kind or nature, whatsoever, concerning the Premises and all preliminary negotiations and agreements of whatsoever kind or nature, are merged herein, except for any other written agreement between the parties executed concurrently herewith or hereafter. Landlord has made no representations or promises whatsoever with respect to the Premises, except those contained herein, and no other person, firm or corporation has at any time had any authority from Landlord to make any representations or promises on behalf of Landlord, and Tenant expressly agrees that if any such representations or promises have been made by others, Tenant hereby waives all right to rely thereon. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statute, law or custom to the contrary notwithstanding. Unless otherwise provided herein, no supplement, modification, or amendment of this Lease shall be binding unless executed in writing by the parties.

35.6. Captions. The captions of paragraphs of this Lease are for convenience only, and do not in any way limit or amplify the terms and provisions of this Lease.

35.7. Partial Invalidity. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

35.8. Authority. The person(s) executing this Lease warrants that he or she has the authority to execute this Lease and has obtained or has the requisite corporate or other authority to do the same.

35.9. Approvals. Any consent or approval required hereunder shall not be unreasonably withheld, conditioned or delayed by the party from whom such consent or approval is requested unless this Lease expressly provides otherwise.

35.10. Counterparts. This Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each party may execute a facsimile counterpart signature page to be followed by an original counterpart. Each such facsimile counterpart signature page shall constitute a valid and binding obligation of the party signing such facsimile counterpart.

35.11. Joint and Several Obligations. The obligations of the persons signing as Tenant, if applicable, under this Lease shall be joint and several in all respects.

35.12. Memorandum of Lease. Upon the request of either party, the other agrees to execute and deliver a short-form memorandum of this Lease in recordable form in such form and content as reasonably acceptable to the parties. The parties further agree that the memorandum may be recorded at the expense of the party recording the same.

35.15. Time. Time is of the essence with respect to performance of every provision of this Lease in which time or performance is a factor. All references in this Lease to "days" shall mean calendar days unless specifically modified herein to be "business" days.

35.16 Financial Statements. Upon twenty (20) days prior written request from Landlord (which Landlord may make at any time during the Term but no more often than once in any calendar year except in connection with a proposed sale, financing or refinancing of all or any part of the Premises), Tenant shall deliver to Landlord a current financial statement of Tenant, provided that the foregoing shall not be applicable if Tenant, is a public company whose shares are publicly traded. Such statements shall be certified as true in all material respects by Tenant (if Tenant is an individual) or by an authorized officer of Tenant (if Tenant is a corporation or limited liability company) or a general partner of Tenant (if Tenant is a partnership).

35.17 No Partnership. Neither party becomes, in any way or for any purpose, a partner of the other party in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with the other party by reason of this Lease.

35.18 Non-Discrimination. Tenant acknowledges and agrees that there shall be no discrimination against, or segregation of, any person, group of persons, or entity on the basis of race, color, creed, religion, age, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, assignment, occupancy, tenure, use, or enjoyment of the Premises, or any portion thereof.

35.19 Limitation on Landlord's Liability. Any liability for damages, breach or nonperformance by Landlord, or arising out of the subject matter of, or the relationship created by, this Lease, will be collectible only out of Landlord's interest in the Premises and no personal liability is assumed by, or will at any time be asserted against, Landlord, its affiliates, governing body or staff, or any of its or their successors or assigns; all such liability, if any, being expressly waived and released by Tenant. Landlord's review, supervision, commenting on or approval of any aspect of work to be done by or for Tenant are solely for Landlord's protection and, except as expressly provided, create no warranties or duties to Tenant or to third parties.

IN WITNESS WHEREOF, the parties hereto have executed this Bridge Lease Agreement in duplicate as of the day and year first above written.

TENANT:

FLYING TRUSS, LLC,
a Missouri limited liability company

By:_____
Michael Zeller, Manager

LANDLORD:

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS

By:_____
David Alvey, Mayor/CEO

EXHIBIT A to BRIDGE LEASE
LEGAL DESCRIPTION

EXHIBIT B to BRIDGE LEASE
SITE PLAN OF THE PREMISES

EXHIBIT N

PUBLIC USE CONDO UNIT
LICENSE AND MANAGEMENT AGREEMENT

THIS PUBLIC USE CONDO UNIT LICENSE AND MANAGEMENT AGREEMENT (this "Agreement"), made and entered into as of the ____ day of _____, 2021, (the "Effective Date") by and between the UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS (the "UG"), and FLYIING TRUSS, LLC, a Missouri limited liability company ("Manager");

RECITALS

A. The UG and Manager have entered into that certain Kaw River Bridge Cooperative and Development Agreement (the "Development Agreement") pursuant to which Manager (as "Developer" thereunder) agrees to design, develop, construct, complete and operate an innovative crossing and public gathering space on the Kaw River Bridge (the "Bridge") over the Kansas River in the City of Kansas City, Kansas, consisting of a variety of components and unique offerings, including without limitation: (1) a public trail across the Bridge to connect the West Bottoms to existing levee trails along the west side of the Kansas River and associated amenities, (2) multi-purpose commercial space located on the Bridge consisting of an open-air coffee roastery/shop and bar, one or more restaurants, retail, and a unique common spaces for public gathering and viewing, events and entertainment; and (3) an outdoor food hall, including commercial kitchens for local chefs to serve visitors, all as more particularly described in Section 2.2 of the Development Agreement (collectively, the "Project"). All capitalized terms which are not otherwise defined in this Agreement shall have the meanings assigned to them in the Development Agreement.

B. The Project will be located on the Bridge and approximately 1.30 acres of real property on the east side of the Bridge (the "East Property") and approximately 1.46 acres of real property on the west side of the Bridge (the "West Property") in an area bounded on the north by Interstate 670, on the east by the state line between Kansas and Missouri, on the south by Kansas Avenue, and on the west by Levee Road, all in Kansas City, Kansas (the Bridge, the East Property and the West Property are collectively referred to herein as the "Project Site"). The Project Site is legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2** attached hereto.

C. The Project Site has been (or will soon be) platted into a minimum of two (2) separate condominium units: (i) a unit for public components of the Project, including the Trail, the Trail Amenities, the public portions of the Lower Deck, the public portions of the Top Deck, the Planter Boxes, the Community Zone, and any other publicly available Improvements agreed upon by the parties (collectively the "Public Use Unit"), and (ii) one or more units for the commercial components of the Project, including, but not limited to, the Food Hall, the commercial portions of the Lower Deck and the commercial portions of the Top Deck (collectively, the "Commercial Unit"). The UG shall maintain ownership and possession of the Public Use Unit, but the same shall be managed, maintained and operated by Manager pursuant to the terms and conditions of this Agreement. The Commercial Unit shall be leased to Manager pursuant to the

terms and conditions of that certain Bridge Lease (the "Bridge Lease") between the UG (as "Landlord" thereunder) and Manager (as "Tenant" thereunder).

D. The parties have agreed that the Public Use Unit shall be located on that certain property located in Wyandotte County, Kansas, as legally described on **Exhibit B-1** and generally depicted on **Exhibit B-2** attached hereto (including any improvements located thereon, the "Premises").

E. The parties hereto do now desire to make and enter into this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration (including without limitation, the public financing provided to the Project in the Development Agreement), the receipt and sufficiency of which is hereby acknowledged, the UG and Manager hereby agree as follows:

ARTICLE I
PREMISES

1.01 License to Construct and Maintain. During the term of this Agreement, and subject to the terms and conditions hereinafter provided, the UG hereby grants to Manager, its agents, contractors and employees, a license to construct, repair and maintain the Project as set forth more particularly herein:

(a) The UG does hereby grant unto Manager a license, easement and right-of-way for the location, construction, maintenance, and repair of the Trail, along with those other buildings and improvements erected and/or to be erected upon the Premises in accordance with Section 8.01 hereof (the "Improvements").

(b) The UG and Manager hereby agree that Manager, subject to the provisions of this Agreement, shall have the right to survey and test the Bridge and the Project Site and to construct, install, operate, maintain, repair, inspect improvements and all related appurtenances and equipment incidental thereto, together with the right of access to and from the Premises for its employees, agents and contractors.

(c) Manager shall, subject to the provisions hereof, have the sole and exclusive right and privilege to fully use, manage and maintain the Premises.

1.02 The Trail and Trail Amenities. The Trail and the Trail Amenities are a part of the Premises. The UG reserves the right to change the name of the Trail and adjust the size, scope and composition of the Trail and Trail Amenities from time to time, with prior written approval of Manager, which approval shall not be unreasonably withheld, conditioned or delayed.

ARTICLE II
TERM

2.01 Term. The initial term (the "Initial Term") of this Agreement shall be for thirty-three (33) years, beginning on the Commencement Date (as defined in the Bridge Lease) and expiring on the last day of the calendar month in which the 33rd anniversary of the Commencement Date (as defined in the Bridge Lease) occurs ("Term"), unless extended or sooner terminated pursuant to the terms of this Agreement.

2.02 Renewal Option. The UG and Manager understand that the Bridge Lease provides one (1) option to extend the Term of the Bridge Lease for one (1) additional consecutive thirty-three (33) year term, upon each and all of the terms and conditions set forth in the Bridge Lease (the "Renewal Option"). If Manager (as Tenant) exercises its right to extend the Renewal Option in the Bridge Lease, the UG and Manager hereby agree that this Agreement shall also be automatically extended for one (1) additional consecutive thirty-three (33) year term upon each and all of the same terms and conditions set forth in this Agreement (the "Renewal Term"). If Manager (as Tenant) elects not to exercise its right to extend the Renewal Option in the Bridge Lease, the UG and Manager hereby agree that this Agreement will not be automatically extended as set forth above.

2.03 Term Defined. The word "term" as used herein shall be deemed to mean the Initial Term and any and any Renewal Term.

ARTICLE III
USE, MANAGEMENT AND OCCUPANCY

3.01 Use of Premises. Manager shall have the right and obligation to use and manage the Premises for each of the following uses (the "Permitted Uses"):

(a) Trail: An approximately 700-foot steel and concrete deck for use as a public trail and/or crossing for pedestrian and dismounted bicycle use, and NOT for motorized vehicles (specifically, cars, trucks and motorcycles) (the "Trail") across the Bridge to connect the West Bottoms area of Kansas City, Missouri (on the east side of the Kansas River) to existing levee trails along the west side of the Kansas River and associated amenities as described in subsection (b) below. The Trail is to be designed to connect the Kaw Valley Trail along the Kansas River's western levee with the Riverfront Heritage Trail running between the historic Strawberry Hill neighborhood in the UG and Berkeley Park in Kansas City, Missouri. The Trail shall be located within the Public Use Unit and provide unimpeded access between the two sides of the Kansas River; provided, however, the exact location of the Trail may vary slightly within the Public Use Unit from time to time according to Bridge programming, as further set forth in the Management Agreement.

(b) Trail Amenities: Safety railings along the Trail, stairs, lighting along the Trail, a security system and nighttime gates at both ends of the Bridge, and a mid-Bridge trailhead with public services, including public restrooms, a public drinking fountain, public seating, and bike racks and bike tools (collectively, the "Trail Amenities").

(c) Lower Deck: an approximately 11,000 square foot multi-purpose space located on the first level of the Bridge, created through construction of steel cantilevers from both sides of the Bridge and spanning the Central Truss of the Bridge (the "Lower

Deck"). Approximately [#] square feet of open-air multi-purpose space on the Bridge (the "Lower Deck") for public gathering and viewing, events and entertainment, including but not limited to picnics, games and activities (such as kite flying, ocean-liner shuffleboard leagues, bocce ball, "River Sticks", "Bucket and Well", giant bubble kits, and carp feeding), visiting yoga studios, educational events, driving range with fish-food golf balls, movies and watch parties, concerts, art fairs, and rental for private events and hosted meetings;

(d) Landscaping: Planter boxes featuring perennials, grasses, shrubs and trees (the "Planter Boxes") as depicted on (the "Planter Boxes") as well as any other landscaping, green space and irrigation systems required by Government Authorities (as defined in Annex 1 of the Development Agreement);

(e) Infrastructure: Infrastructure improvements, including without limitation, sitework, sewer, stormwater and water main improvements, irrigation systems, sidewalks, drives and other pedestrian and vehicular thoroughfares which are necessary to support the Improvements in the Premises and the Project (the "Infrastructure");

(f) Parking Improvements: Surface parking improvements on the East Property containing eighty (80) spaces or the number of spaces required by Applicable Laws and Requirements for the Improvements (the "Parking Improvements");

(g) Signage: Signage which shall be subject to all Applicable Laws and Requirements, and any special use permits granted by the UG's Commission; and

3.02 Appointment of Manager and Delegation of Authority. The UG hereby appoints and engages Manager, and Manager hereby accepts appointment, on the terms and conditions hereinafter provided, as manager to maintain, manage, supervise and operate the Public Use Unit on the UG's behalf. Except as otherwise provided herein, the operations of the Public Use Unit, for and during the Term, shall be under the supervision, direction and control of Manager pursuant to the terms hereof, and except as otherwise specifically provided in this Agreement, the UG delegates to Manager full responsibility for proper and efficient operation, management and maintenance of the Public Use Unit.

3.03 General Responsibilities of Manager. Manager is hereby charged with the sole and exclusive management of the Public Use Unit, and shall provide the UG with the services customarily provided for in such instances, and shall do and perform any and all things reasonably necessary for the pleasure, comfort, service and convenience of the public, the patrons, users and invitees of the Public Use Unit consistent with public utilization and sound practices, consistent with other similar facilities and public amenities. It shall be the duty of Manager at all times during the Term to operate and maintain the Public Use Unit according to the standards consistent with similar facilities and public amenities. Manager shall perform such other acts and deeds as are reasonable, necessary and proper in the discharge of its duties under this Agreement.

3.04 Compliance with Laws. Manager shall comply with, and make all alterations, changes or repairs to the Premises (structural or otherwise) required by, and will at all times use the Premises in conformance with, any or all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or

governmental authorities, now or hereafter applicable to the Premises or to any public ways adjoining the Premises or Manager business and operations thereon, specifically including, without limitation, any laws, statutes, ordinances, requirements or regulations respecting occupational safety and health, environmental protection and toxic waste or hazardous substances handling, treatment, storage or disposal ("Applicable Laws"). Additionally, Manager will comply with and make all alterations, changes or repairs to the Premises which are required by any insurers. Notwithstanding any provisions herein to the contrary, in the event that Manager becomes aware of any environmental conditions in connection with the Premises which would cause it to be reasonably impractical to construct the Improvements and use the Premises for the purposes contemplated herein, Management and the UG hereby agree to work in good faith to find suitable alternatives to the construction of the Improvements upon the Premises as indicated herein.

3.05 Prohibited Uses. Manager shall not injure or deface the Premises, nor permit, on or within the Premises, any nuisance or omission from the Premises of any noxious noise or odor, nor commit or permit waste in or with respect to the Premises, nor devote or use the Premises or any part thereof for any purpose other than the Permitted Uses, nor make any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate any insurance in effect with respect to the Premises or its contents or liable to render necessary any alteration or addition to the Premises. Notwithstanding the foregoing, the parties hereby agree that the UG and Manager shall provide detailed specifications to the UG in advance about noise arising from activities and entertainment in and on the Premises and the use of "P.A. Systems" and loudspeakers, as well as light emitted from LED lights and other programmable lighting on or about the Premises (the "Light and Noise Specifications"). The UG shall have the right to reasonably approve such Light and Noise Specifications and as long as the light and noise created by the activities and entertainment in and on the Premises shall be in accordance with the Light and Noise Specifications, the parties hereby agree that such light and noise shall be permitted under this Agreement.

3.06 Additional Use Covenants. Manager hereby further agrees that:

(a) Manager shall conduct its business and operate the Public Use Unit at all times in a dignified and quality manner and in conformity with industry standards for similar facilities in the Kansas City metropolitan area and in such manner as to help establish and maintain a high reputation for the Public Use Unit.

(b) Manager hereby covenants and agrees that the Public Use Unit shall generally be open and available for use throughout the Term, subject only to reasonable closures for (i) maintenance, and (ii) inclement weather.

(c) Manager shall use and operate all of the components of the Public Use Unit as public spaces, it being understood and agreed that the Public Use Unit shall be deemed to be comprised of community assets and shall be open and available to the public during hours of operation that are consistent with other similar publicly available spaces. Without limiting the generality of the foregoing, Manager understands and agrees that the Trail and Trail Amenities shall be open and available to pedestrians and bicycle traffic at least during hours of operation that are consistent with other similar UG trails and amenities.

3.07 Payment of Management Fees and Operating Expenses. During the term of this Agreement, the revenues, if any, generated from the Premises shall be collected by Manager and used to pay (a) the operating expenses of the Public Use Unit, (b) funding of any reserves for operating expenses or capital expenditures as deemed necessary or appropriate by Manager, and (c) and any net operating income, which shall be payable to Manager. Manager shall be solely responsible for all operating expenses of the Public Use Unit and any and all shortfalls if and to the extent that revenues from the Public Use Unit are not sufficient to cover operating expenses or the Impositions or other charges due and payable under this Agreement. Manager hereby understands and agrees that the UG shall not be responsible in any way for the operating expenses, any management fees or other costs and expenses incurred by the Manager's operation and management of the Public Use Unit pursuant to this Agreement and Manager hereby indemnifies the UG from any claims made in connection with the same.

ARTICLE IV
IMPOSITIONS AND UTILITIES

4.01 Impositions. Subject to the terms of Section 4.02 below, Manager shall bear, pay and discharge, before the delinquency thereof, all taxes and assessments, general and special, user charges, if any, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect to the Premises or any part thereof, or Manager's interest in the Premises under this Agreement, or Manager's interest in the Premises, with respect to any period during the term of this Agreement, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would encumber title to the Premises (all of the foregoing being herein referred to as "Impositions"). In the event any special assessment taxes are lawfully levied and assessed which may be paid in installments, Manager shall be required to pay only such installments thereof as become due and payable during the life of this Agreement as and when the same become due and payable. The UG shall, promptly upon receipt of any and all government statements, charges and bills relating to the Impositions referred to in this Section 4.01, deliver such statements, charges and bills to Manager.

4.02 Exemption and/or Abatement of Impositions. Because of the UG's status as a tax-exempt governmental body, the parties anticipate that the Premises may not be subject to certain ad valorem real estate taxes that would be applicable if the Premises was owned by Manager. The UG agrees to submit an application seeking tax-exempt status for the Premises to the appraiser and the Kansas Board of Tax Appeals. Manager agrees to cooperate with the UG in preparing and submitting any applications or renewals thereof during the Term.

4.03 Receipted Statements. Within thirty (30) days after the last day for payment, without penalty or interest, of an Imposition which Manager is required to bear, pay and discharge pursuant to the terms hereof, Manager shall deliver to the UG a copy of the statement issued therefor duly receipted to show the payment thereof, or a copy of the payment by Manager therefor certified as authentic by an officer of Manager.

4.04 Contest of Impositions. Notwithstanding the foregoing, nothing contained in this Agreement shall prohibit Manager, from contesting the validity or amount of any Imposition which Manager is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings; provided however that Manager shall pay any and all amounts that are contested while any such proceedings are pending. Also, Manager hereby agrees to diligently prosecute any such contest, and Manager shall at all times effectively stay or prevent any official or judicial sale therefor, under execution or otherwise, and promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procure record release or satisfaction thereof. Manager shall hold the UG whole and harmless from any costs and expenses the UG may incur related to any such contest.

4.05 Utilities. During the term of this Agreement, all utility and utility services used by Manager in, on or about the Premises shall be paid for by Manager and shall be contracted for by Manager in Manager's own name, and Manager shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith. Manager agrees to construct the Improvements so that the same utilize only electric utility service and Manager hereby agrees to contract with the Unified Government's Board of Public Utilities ("BPU") for any such utilities and potable water.

ARTICLE V
INSURANCE

5.01 Casualty Insurance. Manager shall throughout the Term of this Agreement, at its sole cost and expense, keep the Premises and all parts thereof (but not including the structure of the Bridge itself) constantly insured in an amount equal to the full replacement value thereof by such insurance company or companies authorized to do business in the State of Kansas as may be reasonably approved by the UG. The form of the policy or policies, and the risks covered thereby, shall be as from time to time reasonably directed by the UG, and, if no form is prescribed by the UG, such insurance policy shall be "all-risk" extended coverage insurance. The term "full replacement value," as used herein, shall mean the full actual replacement cost and such "full replacement value" shall be determined from time to time at the request of the UG or Manager but not more frequently than once every twenty-four (24) months by an appraiser or appraisal company or the insurer, to be selected and paid by Manager, subject to the UG's reasonable approval. Concurrently with the execution of this Agreement and thereafter not less than fifteen (15) days prior to the expiration dates of the expiring policies, originals or certificates of the policies provided for in this Article, each bearing notations evidencing payment of the premiums or other evidence of such payment reasonably satisfactory to the UG, shall be delivered by Manager to the UG. All policies of such insurance, and all renewals thereof, shall name the UG and Manager as insureds, as their respective interests may appear, in such manner as the UG may reasonably require, shall contain a provision that such insurance shall not terminate (whether by lapse, cancellation or otherwise) or be amended in any manner without at least thirty (30) days written notice to the UG and Manager, and shall be payable to, or to the order of, Manager and the UG, as their respective interests may appear. In the event of a casualty, the proceeds of such policies shall be used and applied in the manner set forth in Article XIII hereof.

5.02 Public Liability Insurance. Manager further covenants and agrees to maintain at all times during the life of this Agreement comprehensive general public liability insurance (including

coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which Manager and the UG shall be named as insureds (with respect to liability insurance, the UG shall only be insured in an amount equal to Five Hundred Thousand Dollars ($500,000)), properly protecting and indemnifying the UG in an amount as may be required from time to time by the UG. Such public liability insurance shall include a contractual liability endorsement and the form of such policies shall be subject to the UG's reasonable approval. The policies of said insurance shall contain a provision that such insurance shall not terminate (whether by lapse, cancellation or otherwise) or be amended in any manner without at least thirty (30) days, advance written notice to the UG and Manager. Such policies or copies or certificates thereof shall be furnished to the UG.

ARTICLE VI
ASSIGNMENT

6.01 Assignment. Manager will not (a) assign, mortgage, pledge, sell, or in any other manner transfer, convey or dispose of any of its interest in this Agreement, whether voluntary, involuntary or by operation of law, or (b) sublicense all or any part of the Premises, without, in each case, the prior written consent of the UG, which consent may be granted or withheld in the UG's sole discretion. Additionally, in the case of any such transfer which is approved by the UG, Manager shall require the assignee, mortgagee (for itself and those holding by, through or under it) pledgee, purchaser, transferee or Manager to assume the terms, agreements and covenants of this Agreement. No assignment, mortgage, pledge, sale, other transfer, conveyance or disposition, or sublicense shall release or discharge Manager from its duties and obligations under this Agreement.

ARTICLE VII
REPAIRS AND MAINTENANCE

7.01 Repairs and Maintenance. Manager shall cause the Public Use Unit, and all parts thereof, and all other of its property used or useful in the conduct of its business and operations of the Public Use Unit, to be maintained, preserved and kept in good repair and working order and in good and safe condition, consistent with Kansas City area standards for similar facilities, and will maintain the improvements necessary for the safe, efficient, and advantageous conduct of public use and operations on the Public Use Unit. Manager agrees to set aside on its books such reserves for future maintenance and capital expenditures for the Premises to the extent required by GAAP.

7.02 "As-Is" Condition. Manager acknowledges and agrees that Manager shall accept the Premises "as is, where is" and the UG has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever concerning or with respect to (a) the value, nature, quality or condition of the Premises, the Bridge and/or the Project Site; (b) the suitability of the Premises, the Bridge and/or the Project Site for any and all activities and uses which Manager may conduct thereon; (c) the compliance of the Premises, the Bridge and/or the Project Site with any Applicable Laws; (d) the manner or quality of the construction or materials incorporated into the Premises, the Bridge and/or the Project Site; (e) the manner, quality, state of repair or lack of repair of the Premises, the Bridge and/or the Project Site; or (f) any other matter with respect to the Premises, the Bridge and/or the Project Site.

7.03 Structural Maintenance, Repairs and Replacements. Notwithstanding the foregoing, the parties hereby understand and agree that Manager shall not be responsible for maintenance, repairs and replacements of the structural elements of the Premises or the Bridge ("Structural Maintenance"). However, Manager recognizes and agrees that the UG has also not undertaken any responsibility for Structural Maintenance hereunder. The parties hereby agree that they will meet and discuss any preventative or necessary Structural Maintenance, but if neither party agrees to take responsibility for such Structural Maintenance, then neither party shall be obligated to undertake such Structural Maintenance or pay the costs thereof. Manager specifically agrees that the UG shall not be liable to Manager for any damage to the Premises or Manager's operations if the UG elects not to undertake or pay for any Structural Maintenance as described herein.

ARTICLE VIII
CONSTRUCTION OF THE PUBLIC USE UNIT/ALTERATIONS

8.01 Initial Construction of Public Use Unit. Pursuant to the terms of the Development Agreement, Manager shall complete and construct the Improvements, as generally shown on **Exhibit C** attached hereto and as described in the Development Agreement, on or before the deadlines described in Section 6.11 of the Development Agreement.

8.02 Alteration of Premises. Subject to the terms of this Section 8.02, Manager may make additions, alterations and changes to the Premises so long as such additions, alterations and changes do not materially adversely affect Managers' ability to provide the Permitted Uses described in Section 3.01 above, and further provided that all such additions, changes or alterations made by Manager (a) shall be made in a workmanlike manner and in strict compliance with all applicable statutes, laws, ordinances, rules, regulations and requirements and the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Agreement, (b) shall not have a material adverse effect on the Commercial Unit, (c) when commenced, be prosecuted to completion with due diligence, and (d) when completed, any new improvements shall be deemed a part of the Premises and, subject to the terms of this Agreement.

8.03 Ownership of the Improvements. Manager and the UG hereby agree that the Improvements, and any additions, changes or alterations thereto, shall be owned by the UG, and that Manager shall have a license to use the same during the term of this Agreement. However, Manager understands and agrees that upon any termination of this Agreement, all such Improvements shall remain with the Premises.

ARTICLE IX
PERMITS

9.01 Securing of Permits and Authorizations. Manager shall not do or permit others under its control to do any work in or about the Premises, or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Premises, or any part thereof, unless Manager shall

have first procured and paid for all requisite municipal and other governmental permits and authorizations.

ARTICLE X
MECHANICS' LIENS

10.01 Mechanics' Liens. Neither the UG nor Manager shall do or suffer anything to be done whereby the Premises or any part thereof may be encumbered by any mechanics' lien or other similar lien and if, whenever and as often as any mechanics' lien, or other similar lien is filed against the Premises or any part thereof, purporting to be for or on account of any labor, materials or services furnished in connection with any work in or about the Premises done by, for or under the authority of either party or anyone claiming by, through or under such party, such party shall discharge the same of record within thirty (30) days after the date of filing. Notice is hereby given that the UG does not authorize or consent to and shall not be liable for any labor or materials furnished to Manager or anyone claiming by, through or under Manager upon credit, and that no mechanics' lien or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the UG in and to the Premises or any part thereof.

10.02 Contest of Lien. Notwithstanding the above, each party shall have the right to contest any such mechanics' lien or other similar lien if within said thirty (30) day period stated above it notifies the other party in writing of its intention so to do and, if requested by the other party, deposits with such party a bond in favor of such party, with a surety company acceptable to such party as surety, in the total sum of at least one hundred twenty-five percent (125%) of the amount of the lien claim so contested, indemnifying and protecting such party from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with said lien and the contest thereof, and if, and provided further, such party diligently prosecutes such contest, at all times effectively stays or prevents any official or judicial sale of the Premises, or any part thereof or interest therein, under execution or otherwise, and pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

ARTICLE XI
UG'S ACCESS AND USE

11.01 Access to Premises. The UG, for itself and its duly authorized representatives and agents, reserves the right to enter the Premises at any time during the Term of this Agreement for the purpose of (a) examining and inspecting the same, and (b) performing such work in and about the Premises made necessary by reason of Manager default under any of the provisions of this Agreement, and (c) during the last one hundred and eighty (180) days of the Initial Term or the applicable Renewal Term hereof, to exhibit the Premises to prospective tenants or purchasers thereof. The UG may, during the progress of said work mentioned in (b) above, keep and store on the Premises all necessary materials, supplies and equipment, and the UG shall not be liable for any inconvenience, annoyances, disturbance, loss of business or other damage suffered by reason of the performance of any such work or by the storage of materials, supplies and equipment or by the UG's exercise of any of its rights under this Agreement. In exercising its rights hereunder, the

UG shall use reasonable efforts to avoid unreasonable interference with the operation of the Premises.

11.02 UG Use of the Improvements. Subject to the provisions of the Development Agreement, Manager hereby agrees that the UG shall have the right to use the Lower Deck and other components of the Premises from time to time, with sufficient prior written notice to Manager for scheduling purposes. Such use shall be at no cost to the UG, except for all actual costs for janitorial services and electricity charges directly attributable to each such UG use of the Premises. Without limiting the generality of the foregoing, the parties hereby agree as follows:

(a) During the term of this Agreement, the UG shall have the right to host up to two (2) events annually that use the entire Bridge (including the Premises) for no rental fee or expense, other than food and beverage costs purchased from vendors on the Bridge at standard rates. Such events shall be booked by the UG with Manager at least 9 months in advance and are reasonably subject to availability; the UG may not require Manager to cancel an event which has been previously booked by a third party.

(b) During the term of this Agreement, the UG shall also have the right to host an unlimited number of staff meetings and/or public meetings on the Bridge (including the Lower Deck and/or the Top Deck Event Space at no rental fee or expense, other than food and beverage costs purchased from vendors on the Bridge at standard rates. Such events shall be scheduled with Manager at non-peak times and are reasonably subject to availability.

11.03 Requirement to Close for Safety Reasons. Tenant hereby understands and agrees that Landlord can require, by notice to Tenant, to close the Premises and the Bridge for safety reasons during extreme weather events including without limitation, flooding of the Kansas River.

ARTICLE XII
EMINENT DOMAIN

12.01 Eminent Domain as to All or a Substantial Part of Premises. If during the life of this Agreement title to all or a substantial part of the Premises be condemned by any authority having the power of eminent domain, or transferred in lieu thereof, this Agreement shall, *ipso facto*, terminate with respect to the Premises on the date that possession of the property condemned or transferred in lieu thereof is required to be surrendered to the condemning authority, provided that, if the part of the Premises condemned is used solely for parking at the Premises, the Agreement shall not terminate as hereinabove provided (if the UG shall provide or arrange for the provision of parking facilities equal in capacity to those condemned off-site). All awards or payments received from the condemnation (or transfer in lieu thereof) of title of all or a substantial part of the Premises (whether made entirely to Manager or the UG or partially to the UG and partially to Manager) shall be apportioned between the UG and Manager and other parties in interest as provided in Section 12.04. It is agreed that a substantial part of the Premises shall be deemed taken if Manager reasonably determines that the remaining part of the Premises is not and

cannot reasonably be made adequate to permit Manager to operate the Premises in substantially the manner as the same was previously operated.

12.02 Eminent Domain as to Less Than a Substantial Part. If during the life of this Agreement title to less than a substantial part of the Premises be condemned (or transferred in lieu thereof) by any authority having the power of eminent domain, this Agreement shall not be thereby terminated with respect to the Premises and neither the term nor any of the obligations of either party under this Agreement shall be reduced or affected in any way. All awards or payments received from such condemnation of title to less than a substantial part of the Premises or transfer in lieu thereof, when received, shall be apportioned as set forth in Section 12.04 below. Manager agrees to promptly repair or rebuild the Premises to as nearly as possible the same condition as prior to the taking. Before commencing any such repairing or rebuilding, Manager shall deliver to the UG the plans for such work which shall be subject to the UG's written approval, which approval will not be unreasonably withheld.

12.03 Eminent Domain as to Use. If during the life of this Agreement, the use, for a limited period, of all or part of the Premises be condemned by any authority having the power of eminent domain (or transferred in lieu thereof), this Agreement shall not be thereby terminated and neither the term nor any of the obligations of either party under this Agreement shall be reduced or affected in any way. All awards or other payments received for the condemnation (or transfer in lieu thereof), during the life of this Agreement, of the use, for a limited period, of all or part of the Premises, whether by way of damages or otherwise, shall be divided and allocated pursuant to Section 12.04 hereof. If the condemnation (or transfer in lieu thereof) of the use, for a limited period, of all or part of the Premises shall end before the termination of the term, Manager shall, upon being restored to possession, restore the Premises as nearly as may be possible to the condition existing immediately prior to such condemnation or transfer in lieu thereof.

12.04 Apportionment. If any taking under power of eminent domain (or sale in lieu thereof) shall result in a termination of this Agreement with respect to the Premises (as provided for in Section 12.01 hereof), or if a taking pursuant to Section 12.03 shall occur, the total award shall be apportioned between the UG and Manager as follows:

(a) Manager shall be entitled to receive any such portions of the award necessary to fully compensate Manager for the costs incurred by Manager in connection with the construction of the Improvements; and

(b) any remaining balance shall be paid to the UG.

12.05 Rights Hereunder Shall Prevail. The UG and Manager hereby agree that, notwithstanding any provision which may be made in the judgment or decree entered in any proceedings concerning the respective rights of the UG and Manager in and to any award or awards made therein, the total amounts awarded by the UG and Manager in such proceedings shall be held and disbursed in accordance with the provisions of this Agreement.

ARTICLE XIII
DAMAGE OR DESTRUCTION BY CASUALTY

13.01 Damage or Destruction by Fire or Other Casualty. If at any time during the life of this Agreement any part of the Premises is damaged or destroyed by fire or other casualty, this Agreement shall not be thereby terminated and neither the term nor any of the obligations of either party under this Agreement shall be reduced or affected in any way. Manager shall proceed with due diligence to repair or rebuild the damaged or destroyed Premises to as nearly as possible the same condition as it was in immediately prior to such damage or destruction. Manager shall first submit to the UG, and secure the UG's written approval of, the plans for repairing or rebuilding, which approval shall not be unreasonably withheld. All proceeds of insurance shall become the property of Manager.

ARTICLE XIV
DEFAULT

14.01 Default Provisions. The parties hereby agree that the following shall be a default under this Agreement:

(a) Manager fails to make any of the payments of money required by the terms of this Agreement, and Manager fails to cure or remedy the same within thirty (30) days after the UG has given Manager written notice specifying such default; or

(b) Manager fails to keep or perform any other covenant or obligation herein contained on Manager's part to be kept or performed, and Manager fails to remedy the same within thirty (30) days after the UG has given Manager written notice specifying such failure (or within such additional period, if any, as may be reasonably required to cure such failure if it is of such nature that it cannot be cured within said thirty (30) day period because of governmental restriction or other cause beyond the control of Manager); or

(c) Manager shall default under the Development Agreement and/or the Bridge Lease; or

(d) Manager shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against Manager in a court having jurisdiction and said court shall order relief against Manager; or Manager generally is not paying its debts as such debts become due; or Manager 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 Manager; or any execution or attachment shall issue against Manager whereupon the Premises, or any part thereof, or any interest therein of Manager 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);

then the UG may at the UG's election then or at any time thereafter, and while such default shall continue, give Manager written notice of the UG's termination of this Agreement, and, upon such notice, Manager's license and rights to the Premises shall cease and this Agreement shall thereupon be terminated, and the UG may re-enter and take possession of the Premises and the Improvements; or the UG may remain out of possession of the Premises and treat the term of the Agreement as subsisting and in full force and effect, in which event the UG shall have all rights and remedies

available at law, in equity or hereunder; and as an alternative remedy the UG may, at the UG's election, without terminating the term, or this Agreement, re-enter the Premises or take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by law, and having elected to re-enter or take possession of the Premises without terminating the term, or this Agreement, the UG may lease (or enter into another management agreement for) the Premises, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as the UG may reasonably deem advisable, with the right to make alterations and repairs to the Premises, and no such re-entry or taking of possession of the Premises by the UG shall be construed as an election on the UG's part to terminate this Agreement, and no such re-entry or taking of possession by the UG shall relieve Manager of any of its monetary or non-monetary obligations under this Agreement, all of which shall survive such re-entry or taking of possession. Having elected either to remain out of possession and treating this Agreement as remaining in full force and effect or to re-enter or take possession of Premises without terminating the term, or this Agreement, the UG may by notice to Manager given at any time thereafter while Manager is in default of any monetary or non-monetary obligation under this Agreement, elect to terminate this Agreement and, upon such notice, this Agreement shall thereupon be terminated. If in accordance with any of the foregoing provisions of this Article, the UG shall have the right to elect to re-enter and take possession of the Premises, the UG may enter and expel Manager and those claiming through or under Manager and remove the property and effects of both or either (forcibly if necessary) without being guilty of any manner of trespass and without prejudice to any remedies or preceding breach of covenant.

Having elected either to terminate this Agreement, remain out of possession and treating this Agreement as remaining in full force and effect or to re-enter or take possession of Premises without terminating the term, or this Agreement, the UG may by notice to Manager given at any time thereafter while Manager is in default, accelerate all amounts to be paid by Manager hereunder, and declare all sums outstanding hereunder, including interest, fees, charges, expenses and other costs hereunder to be immediately due and payable.

14.02 Performance of Manager Obligations by the UG. If Manager shall fail to keep or perform any of its obligations as provided in this Agreement then the UG may (but shall not be obligated so to do) upon the continuance of such failure on Manager's part for thirty (30) days after notice of such failure is given Manager by the UG (except that such notice need not be given in any case reasonably deemed by the UG to constitute an emergency), and without waiving or releasing Manager from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all sums so paid by the UG and all necessary incidental costs and expenses incurred by the UG in performing such obligation shall be paid to the UG on demand, and if not so paid by Manager within thirty (30) days of written notice from the UG, the UG shall have the same rights and remedies provided for in Section 14.01 hereof.

14.03 Default Interest. Any sums due from either party to the other hereunder shall, from and after the due date thereof, bear interest at the lesser of (a) a per annum rate of twelve percent (12%), or (b) the highest rate allowable by law.

14.04 Costs to Enforce. Each party covenants to pay and to indemnify the other against all reasonable costs and charges, including counsel fees, lawfully and reasonably incurred in the

successful enforcement of any agreement by the other party contained in this Agreement, provided that, as respects the UG, such costs do not violate the Kansas Cash Basis or Budget Law.

ARTICLE XV
SURRENDER

15.01 Surrender of Possession. The UG and Manager do hereby recognize, stipulate and agree that upon the cancellation or termination of this Agreement by lapse of time or otherwise, Manager shall, upon the UG's demand, peacefully surrender possession of the Premises to the UG in good condition and repair, ordinary wear and tear excepted.

ARTICLE XVI
NOTICE

16.01 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:

(a) upon the UG, if mailed by certified or registered mail, postage prepaid, or by overnight mail by a nationally recognized carrier, addressed to the UG as set forth below, or at such other place as the UG from time to time may designate in writing to Manager:

The Unified Government Clerk
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Room 323
Kansas City, Kansas 66101
Telephone: 916-573-5010
Facsimile: 913-5735020

with a copy to:

Chief Counsel for the Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street
Kansas City, Kansas 66101
Telephone: 913-573-5060
Facsimile: 913-573-5243

And a copy to:

County Administrator
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street
Kansas City, Kansas 66101
Telephone: 913-573-5030
Facsimile: 913-573-5540; and

Todd A. LaSala, Esq.

Anna Krstulic, Esq.
Stinson LLP
1201 Walnut, Suite 2600
Kansas City, Missouri 64106
Telephone: 816-842-8600
Facsimile: 816-691-3495

(b) upon Manager, if mailed by certified or registered mail, postage prepaid, or by overnight mail by a nationally recognized carrier, addressed to Manager as follows, or at such other place as Manager from time to time may designate in writing to the UG:

Flying Truss, LLC
15 East 68th Street
Kansas City, Missouri 64113
Attn: Michael Zeller
Telephone: (816) 699-5808
Email: Michaelzellerkc@gmail.com

With a copy to:

Lathrop GPM LLP
Attn: Paul Lewis
2345 Grand Blvd., Suite 2200
Kansas City, Missouri 64108
Telephone: (816) 460-5306
Email: Paul.Lewis@lathropgpm.com

All notices given by certified or overnight mail as aforesaid shall be deemed duly given as of the date they are so mailed.

ARTICLE XVII

MISCELLANEOUS

17.01 Rights and Remedies. The rights and remedies reserved by the UG and Manager hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The UG and Manager shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

17.02 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.

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

17.04 Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of Kansas. Wherever in this Agreement it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation. The terms "the UG" and/or "Manager" and all pronouns used herein referring to "the UG" and/or "Manager" shall include the singular and plural, and masculine, feminine and neuter gender, as the context and circumstances require, and if there be two or more included in the term, the provisions hereof shall apply to each, jointly and severally.

17.05 Invalidity of Provisions of Agreement. 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.

17.06 Covenants Run With the Premises. The covenants, agreements and conditions herein contained shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17.07 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.

17.08 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.

17.09 Indemnity, No Liability on the UG. Neither the UG nor its councilpersons, commissioners, officers, employees or agents shall be liable for any injuries, damages to property of Manager or any third party or of others entrusted to the UG, its councilpersons, commissioners, officers, employees or agents, nor for any loss, liability, damage or expense arising out of (a) the design, construction and completion of the Public Use Unit, (b) the use or occupation of the Premises by Manager or anyone using the Premises or acting by, through or under Manager, or (c) damage or injury, actual or claimed, of whatsoever kind or character occurring during the Term to persons or property occurring in, on or about the Premises. Manager hereby covenants and agrees to indemnify and hold harmless the UG against any claims, costs, demands, losses or liabilities, including without limitation reasonable attorneys' fees, with respect to any of the matters referred to in this Section 17.09.

Additionally, Manager hereby covenants and agrees to indemnify, protect, defend and save the UG harmless from and against any and all claims, demands, liabilities, losses and costs, including reasonable attorneys' fees, arising from (x) any "release" (as defined in 42 U.S.C. § 9601(22)) or threat of a "release", actual or alleged, of any "hazardous substances" (as defined in 42 U.S.C. § 9601(14)) placed, buried, stored or disposed of upon or about the Premises or respecting any products or materials located upon, delivered to or in transit to or from the Premises regardless of whether such release or threat of a release or alleged release or threat of a release occurs as the result of the negligence or misconduct of Manager or any third party or otherwise, or (y) any violation, actual or alleged, of any law, statute, ordinance, rule or regulation of any governmental or quasi-governmental authority, specifically including without limitation any environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules or regulations, upon or about the Premises or respecting any products or materials hereafter located upon, delivered to or in transit to or from the Premises, regardless of whether such violation or alleged violation occurs as the result of the negligence or misconduct of Manager or any third party or otherwise; provided, however, that Manager shall not be required to indemnify, protect, defend or save the UG harmless from and against any claims, demands, liabilities, losses or costs arising from the release, or presence, of any hazardous substances upon or about the Premises, or any violation of any law, statute, ordinance, rule or regulation of any governmental or quasi-governmental authority, specifically including without limitation any environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules or regulations, upon or about the Premises or respecting any products or materials hereafter located upon, delivered to or in transit to or from the Premises, which release, presence or violation was caused or occurred prior to the Effective Date.

Notwithstanding the foregoing, no party benefited by this indemnity shall be indemnified against (i) liability for damage arising out of bodily injury to persons or damage to property caused by the UG's (or its councilpersons, commissioners, officers, employees or agents) own negligence or willful or malicious acts or omissions, or (ii) liability for losses, liability, damages or expenses resulting from any claims against the UG challenging the legality or validity of the approval processes of the UG with respect to any zoning, finance, entitlement, or other approvals in connection with the Development Agreement, this Agreement, or any of the terms or provisions of either such document.

17.10 Limitation of the UG's Liability. Anything contained in this Agreement to the contrary notwithstanding, Manager agrees that Manager shall look solely to the estate of the UG

in the Premises for the collection of any judgment or other judicial process requiring the payment of money by the UG in the event of any default or breach by the UG with respect to any of the terms and provisions of this Agreement to be observed or performed by the UG; and no other assets of the UG shall be subject to levy, execution or other judicial process for the satisfaction of Manager claim, and the UG shall not be liable for any such default or breach except to the extent of the UG's estate in the Premises.

17.11 No Partnership. The UG does not in any way or for any purpose become a partner of Manager in the conduct of its business or otherwise, nor a joint venturer or a member of a joint enterprise with Manager.

17.12 Survival of Obligations. All obligations of Manager which by their nature involve performance, in any particular, after the end of the term of this Agreement, or which cannot be ascertained to have been fully performed until after the end of the term of this Agreement, shall survive the expiration or earlier termination of the term of this Agreement.

17.13 Waiver of Subrogation. As part of the consideration for this Agreement, each party hereto hereby waives any and all rights of recovery against the other (including, without limitations, those based on negligence) on account of losses incurred against under any fire and extended coverage insurance policy in force at the time of such loss or damage, or insured against under any other casualty insurance policy maintained by either party hereto at the time of such loss or damage, but only to the extent of any such insurance coverage. Manager shall use reasonable efforts to obtain an endorsement to each casualty insurance policy providing that the foregoing waiver shall not adversely affect the coverage afforded by such policy.

17.14 Advertising. Manager shall not erect any aerials, towers or antennae on the Premises. Subject to Applicable Laws, Manager shall have the right to (a) install and maintain within the Premises advertising panels, banners, flags, signs and other advertising, (b) distribute advertising materials to persons within the Premises, (c) utilize audio and video equipment for advertising purposes or otherwise, and (d) utilize any other advertising medium not prohibited by the Applicable Laws or the terms hereof ("Advertising"). The UG shall have the right to reasonably approve any Advertising that shall be visible or audible from outside of the Premises. Additionally, Manager hereby agrees with the UG that any and all such Advertising shall not include any illegal, immoral or overtly religious items or themes, or any references to sex or the sex industry (e.g., pornographic materials or media or condoms or other contraceptives), and Manager shall not advertise tobacco, vaping or other smoking products or alcohol or drug products of any kind (e.g., CBD gummies, topicals or oils).

17.15 Brokers/Commissions. Manager agrees to pay all finders' fees, brokers' commission or other compensation that may be payable to any persons or other legal entities claiming by, through or under Manager by reason of this Agreement, and Manager hereby agrees to indemnify and hold harmless the UG from all claims for brokerage, agency, finders' fees, and similar fees claimed in connection with this Agreement by broker, agent, finder or similar party claiming by, through or under Manager.

17.16 UG Retains Conduit Rights. The parties understand and agree that the Bridge includes certain conduit which includes fiber optic cable and the potential for other similar uses

(the "Conduit"). Notwithstanding anything set forth herein which is seemingly to the contrary, if the Conduit or any part thereof is included in or on the Premises, Manager specifically agrees that the UG shall retain all rights, title and interests in and to the Conduit, including the right to any fees and rents generated by the use of the Conduit by third parties.

17.17 Non-Discrimination. Manager acknowledges and agrees that there shall be no discrimination against, or segregation of, any person, group of persons, or entity on the basis of race, color, creed, religion, age, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, assignment, occupancy, tenure, use, or enjoyment of the Premises, or any portion thereof.

17.18 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.

17.19 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.

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

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

17.22 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.

17.23 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.

IN WITNESS WHEREOF, the UG and Manager have caused this Agreement to be executed as of the date first above written.

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
David Alvey, Mayor/CEO

FLYING TRUSS, LLC

By: _____
Printed Name: _____
Title: _____

EXHIBIT A-1 to LICENSE AND MANAGEMENT AGREEEMENT

Project Site – Legal Description

EXHIBIT A-2 to LICENSE AND MANAGEMENT AGREEEMENT

Project Site – Map

EXHIBIT B-1 to LICENSE AND MANAGEMENT AGREEEMENT

Premises (Public Use Unit) – Legal Description

EXHIBIT B-2 to LICENSE AND MANAGEMENT AGREEEMENT

Premises (Public Use Unit) – Map

EXHIBIT C to LICENSE AND MANAGEMENT AGREEEMENT

Improvements Plan

RESOLUTION NO. R-____-21

A RESOLUTION ADOPTING THE KAW RIVER BRIDGE COOPERATIVE AND DEVELOPMENT AGREEMENT, BRIDGE LEASE AGREEMENT, AND PUBLIC USE CONDO UNIT LICENSE AND MANAGEMENT AGREEMENT.

WHEREAS, FLYING TRUSS, LLC, a Missouri limited liability company ("Developer"), plans to design, develop, construct and complete an innovative trail, public gathering space and commercial facilities on the historic Rock Island Railroad Bridge (the "Bridge"), consisting of a variety of components and unique offerings, including: (1) a public pathway across the Bridge to connect the West Bottoms area of Kansas City, Missouri to existing levee trails along the west side of the Kansas River and associated amenities; (2) a multi-purpose commercial space located on the Bridge consisting of an open-air coffee roastery/shop and bar, one or more restaurants, and retail; (3) unique common spaces for public gathering and viewing, events and entertainment; and (4) an outdoor food hall, including commercial kitchens for local chefs to serve visitors (collectively, the "Project"), all on approximately three (3) acres of real property generally located west of State Line Road, east of the Kansas River, north of Kansas Avenue, and south of Interstate 670 in the historic West Bottoms in Kansas City, Kansas; and

WHEREAS, the Project would attract new retail and commercial development to the community, develop Wyandotte County's riverfront and a "River District" by creating a trail and trailhead over the Kansas River, and stimulate the economy of Wyandotte County through employment, additional taxes and other indirect spending in the community, all of which would promote the public good, health and welfare of Wyandotte County; and

WHEREAS, the Governing Body has determined that it is advisable to enter into the Kaw River Bridge Cooperative and Development Agreement, attached hereto as **Exhibit A** (the "Development Agreement"), along with the Bridge Lease Agreement attached to the Development Agreement as Exhibit M (the "Lease"), and the Public Use Condo Unit License and Management Agreement attached to the Development Agreement as Exhibit N (the "Management Agreement"), with Developer.

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

Section 1. The Governing Body hereby approves the Development Agreement, Lease and Management Agreement in substantially the form attached hereto.

Section 2. The Mayor is hereby authorized to execute in the name of the UG, the Development Agreement, Lease and Management 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 _____, 2021.

_____
David Alvey, Mayor/CEO

ATTEST:

_____
Unified Government Clerk

(Seal)

EXHIBIT A

Development Agreement

[To be attached.]

Staff Request for Commission Action

Tracking No. 21735

Full Commission Meeting Date: 4/8/21 and 5/13/21-public hearing
Committee: Economic Development & Finance

Date of Standing Committee Action: 3/29/21
(If none, please explain):

Publication Required: Yes 4/29/2021

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
3/17/2021	Katherine Carttar	x5176	kcarttar@wycokck.org	Economic Development

Item Description:
Resolution: Calling and providing notice of a Public Hearing on the advisability of adding property to the Riverfront Redevelopment District.

Action Requested:
Approve & Advance for Public Hearing on May 13

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

Attachments List:
Resolution calling TIF Public Hearing for Amended District (UG Riverfront)

(Published in ***The Wyandotte Echo*** on_____, 2021)

RESOLUTION NO. R-_____-21

A RESOLUTION CALLING AND PROVIDING FOR NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF ADDING PROPERTY TO THE RIVERFRONT REDEVELOPMENT DISTRICT PURSUANT TO K.S.A. 12-1770 *ET SEQ*.

WHEREAS, K.S.A. 12-1770 *et seq.*, as amended (the "Act"), provides for the creation and amendment of redevelopment districts and the approval of redevelopment plans; and

WHEREAS, on August 13, 2020, the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") adopted Ordinance No. O-47-20, approving the Riverfront Redevelopment District (the "District"), pursuant to the Act; and

WHEREAS, Ordinance No. O-47-20 was published in *The Wyandotte Echo* on August 20, 2020; and

WHEREAS, the legal description of the District, contained in Exhibit B of Ordinance No. O-47-20, unintentionally omitted the legal description of the property contained in Project Area 4, the Rock Island Bridge, as depicted on the map attached hereto as **Exhibit B**; and

WHEREAS, the Governing Body desires to add the missing property of Project Area 4 to the District, pursuant to K.S.A. 12-1771(e); and

WHEREAS, the Governing Body intends to set a date for a public hearing for the purpose of considering the amendment of the District in accordance with the Act to correct the legal description of the boundaries of the District to add Project Area 4; and

WHEREAS, the District, including Project Area 4, consists of an area described on **Exhibit A** attached hereto and generally depicted on the map attached hereto as **Exhibit B**, both of which are incorporated herein and made a part of this Resolution.

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

Section 1. Public Hearing. It is hereby authorized, ordered, and directed that the Governing Body shall hold a public hearing on **May 13, 2021 at 7:00 p.m.** to hear comments and consider findings necessary to add additional property consisting of Project Area 4 to the District pursuant to the Act. The hearing will be held virtually and may be accessed via Zoom web conference or toll free via telephone by dialing (877) 853-5257 or (888) 475-4499. Public hearing access information is available on the UG event calendar at www.wycokck.org or by contacting the UG Clerk via telephone at (913) 573-5260 or email to ugclerkrequest@wycokck.org.

Section 2. Description and Map. A description and map of the proposed expanded District is available for public inspection from 8:00 a.m. to 5:00 p.m., Monday through Friday, in the

UG Clerk's office located in Suite 323 on the third floor of the Municipal Office Building at 701 North 7th Street, Kansas City, Kansas 66101.

Section 3. **District Plan**. The District Plan may be described in a general manner as consisting of some or all of the following uses, without limitation: multifamily residential uses, commercial uses, mixed use commercial retail, restaurant uses, and any other commercial structure or use (including but not limited to, office, non-profit, governmental, or community use), and including such associated site work, infrastructure, utilities, storm water control, access, street improvements, landscaping, lighting, parking facilities (including parking garages), courtyards, other associated and appurtenant structures and facilities, and any other items allowable under the Act.

Section 4. **Findings**. The Governing Body will consider findings necessary to add additional property consisting of Project Area 4 to the District after conclusion of the public hearing.

Section 5. **Notices**. The UG Clerk is hereby authorized and directed to publish this Resolution once in the official city newspaper not less than one (1) week or more than two (2) weeks preceding **May 13, 2021**, the date set for the public hearing. The Clerk or any other employee or officer of the UG is authorized and directed to mail a copy of this Resolution via certified mail, return receipt requested to the Unified Government Board of Commissioners; the Kansas City, Kansas Unified School District #500 Board of Education, as the school district levying taxes on property within the proposed District; and to each owner and occupant of land within the project areas of the proposed expanded District not more than ten (10) days following the date of the adoption of this Resolution.

Section 6. **Further Action**. The Mayor/CEO, County Administrator, and other officers, agents, and employees of the UG are hereby further authorized and directed to take such further action as may be appropriate or desirable to accomplish the purpose of this Resolution.

Section 7. **Effective Date**. This Resolution shall be effective upon its adoption by the Governing Body.

ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS THIS _____ DAY OF _____, 2021.

_____
Mayor/CEO

(SEAL)

_____
Unified Government Clerk

EXHIBIT A

LEGAL DESCRIPTION OF DISTRICT

A PORTION OF LOT 1 OF FRACTIONAL SECTION 14, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, AS LOCATED BY SILAS ARMSTRONG, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT FILED IN THE DISTRICT LAND OFFICE AT LECOMPTON, KANSAS TERRITORY IN FEBRUARY 1858; SAID LAND ALSO BEING PORTIONS OF TRACTS 1, 2, 3 AND 4 AS SHOWN ON THE PLAT OF PARTITION IN DISTRICT COURT CASE NO. 911 IN 1867 AND A PORTION OF THE NORTH 40 ACRE TRACT AS SHOWN ON THE PLAT OF PARTITION IN DISTRICT COURT CASE NO. 1066 IN 1869, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: BEARINGS STATED IN THE FOLLOWING DESCRIPTION ARE ORIENTED TO GRID NORTH, MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM 1983.

BEGINNING AT A POINT ON THE KANSAS/MISSOURI STATE LINE, SAID POINT BEING 2162.94 FEET SOUTH OF THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 14 AND 1016.21 NORTH OF THE SOUTHWEST CORNER OF FRACTIONAL SECTION 6, TOWNSHIP 49 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN KANSAS CITY, JACKSON COUNTY, MISSOURI, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF GATEWAY 2000 - KANSAS, A SUBDIVISION OF LAND IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS; THENCE NORTH 87 DEGREES 58 MINUTES 19 SECONDS WEST 835.11 FEET, ALONG THE SOUTH LINE OF SAID GATEWAY 2000 - KANSAS, TO A POINT ON THE UNITED STATES HARBOR LINE WHICH IS A CURVE CONCAVE TO THE EAST AND TO WHICH POINT A RADIAL LINE BEARS NORTH 66 DEGREES 17 MINUTES 58 SECONDS EAST; THENCE SOUTHERLY 149.84 FEET, ALONG SAID HARBOR LINE AND SAID CURVE TO THE LEFT HAVING A RADIUS OF 2570.20 FEET AND A CENTRAL ANGLE OF 3 DEGREES 20 MINUTES 25 SECONDS; THENCE SOUTH 27 DEGREES 02 MINUTES 27 SECONDS EAST 314.59 FEET, ALONG SAID HARBOR LINE, TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE SOUTHERLY 1021.96 FEET, ALONG SAID HARBOR LINE AND SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5729.68 FEET AND A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 10 SECONDS; THENCE SOUTH 16 DEGREES 49 MINUTES 25 SECONDS EAST 262.70 FEET, ALONG SAID HARBOR LINE, TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE SOUTHERLY 288.90 FEET, ALONG SAID HARBOR LINE AND SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1910.08 FEET AND A CENTRAL ANGLE OF 8 DEGREES 39 MINUTES 69 SECONDS, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD (NOW ABANDONED); THENCE SOUTH 87 DEGREES 27 MINUTES 18 SECONDS EAST 98.27 FEET, ALONG SAID NORTH RIGHT-OF-WAY LINE, TO A POINT ON THE KANSAS/MISSOURI STATE LINE AND THE WEST RIGHT-OF-WAY LINE OF AMERICAN ROYAL DRIVE, AS NOW ESTABLISHED; THENCE NORTH 00 DEGREES 17 MINUTES 16 SECONDS EAST 854.18 FEET, ALONG SAID STATE LINE, TO THE SOUTHWEST CORNER OF SAID FRACTIONAL SECTION 6, TOWNSHIP 49 NORTH, RANGE 33 WEST; THENCE NORTH 00 DEGREES 17 MINUTES 41 SECONDS EAST 1016.21 FEET, ALONG SAID STATE LINE, TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED.

And

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 14, TOWNSHIP 11 SOUTH, RANGE 25 EAST, OF THE SIXTH PRINCIPAL MERIDIAN IN KANSAS CITY,

WYANDOTTE COUNTY, KANSAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY STEVEN C. SHAFER, PLS 852, OF BHC RHODES, CLS 175, BY METES AND BOUNDS AS FOLLOWS:

(NOTE: FOR COURSE ORIENTATION THE BEARINGS IN THIS DESCRIPTION ARE BASED ON GRID NORTH KANSAS STATE PLANE COORDINATE SYSTEM NORTH ZONE, ON THE STATE LINE BETWEEN KANSAS AND MISSOURI IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 49 NORTH, RANGE 33 WEST, OF THE FIFTH PRINCIPAL MERIDIAN HAVING A BEARING OF SOUTH 1 DEGREES 56 MINUTES 53 SECONDS EAST.)

COMMENCING AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 49 NORTH, RANGE 33 WEST, OF THE FIFTH PRINCIPAL MERIDIAN MONUMENTED BY A 1/2-INCH REINFORCING ROD WITH A 3-INCH DISK ON THE STATE LINE BETWEEN KANSAS AND MISSOURI; THENCE SOUTH 1 DEGREES 56 MINUTES 53 SECONDS EAST, 793.02 FEET, ON SAID STATE LINE AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID FRACTIONAL SECTION 14; THENCE SOUTH 88 DEGREES 03 MINUTES 07 SECONDS WEST, 107.67 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE, TO A POINT ON THE EAST HARBOR LINE OF THE KANSAS RIVER, AND THE POINT OF BEGINNING OF SAID TRACT HEREIN DESCRIBED; THENCE SOUTHEASTERLY ON SAID EAST HARBOR LINE, ON A CURVE CONCAVE WESTERLY, WITH A RADIUS OF 1910.08 FEET, AN ARC LENGTH OF 139.43 FEET, SAID CURVE HAVING A CHORD BEARING SOUTH 10 DEGREES 02 MINUTES 08 SECONDS EAST, A CHORD DISTANCE OF 139.40 FEET; THENCE DEPARTING SAID EAST HARBOR LINE SOUTH 83 DEGREES 53 MINUTES 28 SECONDS WEST, 119.43 FEET; THENCE SOUTH 81 DEGREES 14 MINUTES 26 SECONDS WEST, 615.15 FEET, TO A POINT ON THE WEST HARBOR LINE OF THE KANSAS RIVER AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1176.08 FEET; THENCE NORTHERLY ON SAID WEST HARBOR LINE AND ON SAID CURVE, TO THE LEFT, AN ARC LENGTH OF 140.50 FEET, SAID CURVE HAVING A CHORD BEARING NORTH 11 DEGREES 05 MINUTES 28 SECONDS WEST, A CHORD DISTANCE OF 140.42 FEET; THENCE DEPARTING SAID WEST HARBOR LINE, NORTH 81 DEGREES 14 MINUTES 26 SECONDS EAST, 620.86 FEET; THENCE NORTH 84 DEGREES 25 MINUTES 18 SECONDS EAST, 116.38 FEET, TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 103,084 SQUARE FEET OR 2.3665 ACRES. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. TOGETHER WITH ALL THAT PART OF THE ABANDONDED CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT-OF-WAY LYING BETWEEN THE KANSAS/MISSOURI STATE LINE AND THE UNITED STATES HARBOR LINE ON THE EASTERLY SIDE OF THE KANSAS RIVER.

And

Lot 1A, RIVER PARK, a subdivision of land recorded October 25, 1999, as Document Number 1311902, in Plat Book 39 at Page 4, in Section 14, Township 11 South, Range 25 East, of the Sixth Principal Meridian, in Kansas City, Wyandotte County, Kansas, said Tract being more particularly described by Steven C. Shafer, PLS 852, of BHC RHODES CLS 175, by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on Grid North, Kansas State Plane Coordinate System, North Zone, NAD83, on the State Line between Kansas and Missouri in the Northwest Quarter of Section 7, Township 49 North, Range 33 West, of the Fifth Principal Meridian having a bearing of South 1° 56' 53" East.)

BEGINNING at the Southeast corner of said Lot 1A, monumented by a found 1/2-inch reinforcing rod with a cap marked LS 533 set in concrete; Thence South 87° 27' 18" West, 457.45 feet (South 89° 39' 08" West by plat), on the South line of said Lot 1A; Thence North 88° 21' 50" West, 126.06 feet (North 86° 10' 00" West by plat), on said South line; Thence South 87° 27' 18" West, 50.00 feet (South 89° 39' 08" West by plat), on said South line, to the beginning of a tangent curve, concave to the Northeast, having a radius of 70.00 feet;

Thence Northwesterly on said curve, to the right, an arc length of 110.10 feet, said curve having a chord bearing North 47° 29' 12" West, a chord distance of 99.10 feet, on the Westerly line of said Lot 1A; Thence North 02° 25' 42" West, 13.50 feet (North 1°15'32" West by plat), on said West line, to the beginning of a non-tangent curve concave to the South, having a radius of 838.97 feet; Thence Easterly on said curve, to the right, an arc length of 56.13 feet, said curve having a chord bearing North 85° 28' 14" East (North 87° 40' 04" East by plat), a chord distance of 56.12 feet (56.13 feet by plat), on the North line of said Lot 1A; Thence North 87° 23' 15" East, 567.72 feet (North 89° 35' 05" East by plat), on said North line, to the beginning of a non-tangent curve, concave to the North, having a radius of 466.34 feet; Thence Easterly on said curve, to the left, an arc distance of 67.84 feet, said curve having a chord bearing North 83° 13' 00" East (North 85° 25' 02" East by plat), a chord distance of 67.78 feet, to a point on the Westerly Harbor Line of the Kansas River and the East line of said Lot 1A, and the beginning of a non-tangent curve, concave to the West, having a radius of 1176.08; Thence Southerly on said curve, to the right, an arc length of 101.17 feet, said curve having a chord bearing South 09° 12' 39" East, a chord distance of 101.14 feet, to the POINT OF BEGINNING, said Lot 1A containing 63,774 square feet or 1.4640 acres.

Subject to all easements and restrictions of record.

And

A Tract of land in the Southeast Quarter of Fractional Section 14, Township 11 South, Range 25 East, of the Sixth Principal Meridian in Kansas City, Wyandotte County, Kansas, said Tract being more particularly described by Steven C. Shafer, PLS 852, of BHC RHODES, CLS 175, by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on Grid North, Kansas State Plane Coordinate System, North Zone, NAD83, on the State Line between Kansas and Missouri in the Northwest Quarter of Section 7, Township 49 North, Range 33 West, of the Fifth Principal Meridian having a bearing of South 1° 56' 53" East.)

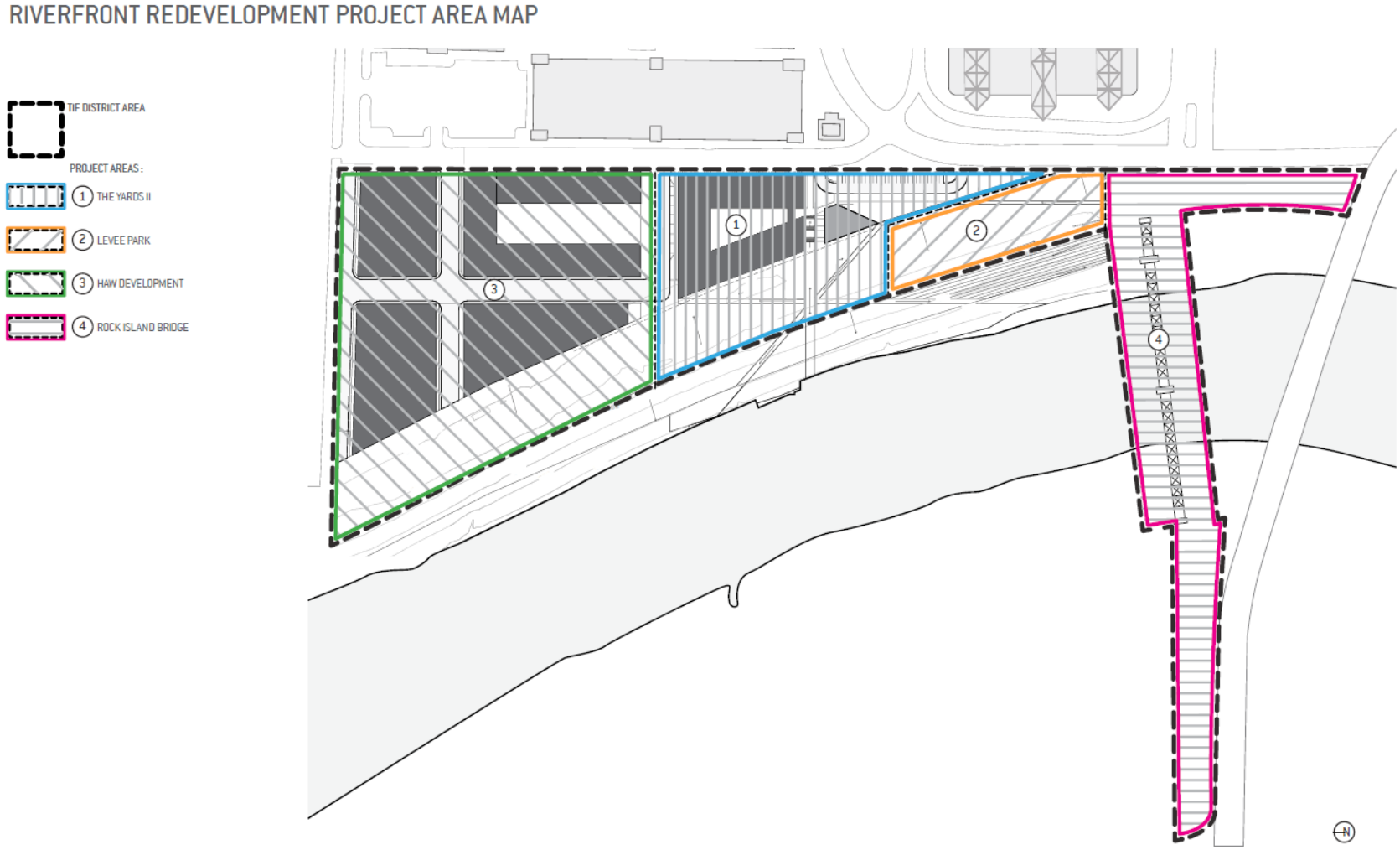
COMMENCING at the Northwest corner of Section 7, Township 49 North, Range 33 West, of the Fifth Principal Meridian, monumented by a found 1/2-inch reinforcing rod with a 3-inch disk, on the State Line between Kansas and Missouri; Thence South 1° 56' 53" East, 705.07 feet, on said State Line and the East line of said Southeast Quarter of Fractional Section 14, to the POINT OF BEGINNING of said Tract herein described; Thence South 1° 56' 53" East, 654.10 feet, on said State Line and sand East line, to its intersection with a point below the North face of the Kansas Avenue bridge over the Kansas River; Thence North 74° 12' 00" West, 92.55 feet, along said North face, to a point on the East Harbor Line of the Kansas River, and the beginning of a non-tangent curve, concave to the West, having a radius of 1910.08 feet; Thence Northerly on said East Harbor line and on said curve to the left, an arc length of 621.24 feet, said curve having a chord bearing North 5° 14' 38" West, a chord distance of 618.51 feet; Thence North 84° 10' 00" East, 123.99 feet, the POINT OF BEGINNING, said Tract containing 56,767 square feet or 1.3032 acres.

Subject to all easements and restrictions of record.

And all adjacent right-of-way, all as depicted on the map on **Exhibit B**.

EXHIBIT B

MAP OF DISTRICT



Staff Request for Commission Action

Tracking No. 21736

Full Commission Meeting Date: 4/8/21
Committee: Economic Development & Finance

Date of Standing Committee Action: 3/29/21
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
3/17/2021	Katherine Carttar	x5176	kcarttar@wycokck.org	Economic Development

Item Description:
Resolution: Approving the Economic Development Department's Tax Increment Financing (TIF) Policy and Industrial Revenue Bond (IRB) Policy

Action Requested:
Approve & Advance to Full Commission on 4/8

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

Attachments List:
Resolution, DRAFT - IRB Policy 3.17.21, DRAFT - TIF Policy 3.17.21

RESOLUTION NO. R-_____

A RESOLUTION APPROVING THE ECONOMIC DEVELOPMENT DEPARTMENT'S TAX INCREMENT FINANCING (TIF) POLICY AND INDUSTRIAL REVENUE BOND (IRB) POLICY

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government") believes that it is essential to stimulate economic growth and development in the residential, commercial and industrial sectors in order to provide housing, services, employment and tax revenues for the benefit of the community; and

WHEREAS, it is therefore important to set forth the Unified Government's public policy objectives as they relate to economic incentive programs that assist in the promotion of economic growth and development; and

WHEREAS, in order to promote consistency, establish base-line requirements expected of economic incentive programs, and to assist businesses and residents of Wyandotte County in understanding how they may apply for and benefit from such programs, the Economic Development Department has undertaken a review of its current policies and desires to update them in order to reflect changes in the law and to promote best practices based on experience with previous projects; and

WHEREAS, in order to further these efforts the Economic Development Department has drafted an updated Tax Increment Finance (TIF) Policy and an updated Industrial Revenue Bond (IRB) Policy.

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

Section 1. That the Unified Government Board of Commissioners hereby approves the Economic Development Department's TIF Policy in substantially the form attached as Exhibit A hereto and the IRB Policy in substantially the form attached as Exhibit B hereto.

Section 2. That the County Administrator, Economic Development Director and all other employees and agents of the Unified Government are authorized to take all actions and to approve all instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. This Resolution will take effect and be in full force from and after its passage by the Board of Commissioners.

ADOPTED BY THE BOARD OF COMMISSIONERS OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS 8th DAY OF APRIL, 2021.

Attest:

_____

Unified Government Clerk

Unified Government of Wyandotte County and Kansas City, Kansas

Industrial Revenue Bond Policy

Commission Resolution: 2021-xxx

Adopted: xx/xx/xxxx

I. Authority:

The Mayor and the Board of Commissioners are responsible for legislation, policy formulation, and overall direction setting of the government. This includes the approval of financial policies which establish and direct the operations of Unified Government (UG). The County Administrator is responsible for carrying out the policy directives of the UG Board of Commissioners and managing the day-to-day operations of the executive departments, including the Finance Department. This policy shall be administered on behalf of the County Administrator by the Chief Financial Officer and the Budget Director.

II. Purpose:

This Industrial Revenue Bond (IRB) policy is designed to create a positive business environment to stimulate economic growth and development in order to encourage capital investment, employment opportunities, and quality services for the benefit of the community. The objectives are described below:

- Attract and retain quality businesses for the community
- Add and retain employment opportunities for Residents
- Attract major projects to impact local tax base
- Diversify the local economy
- Remove blight
- Create opportunities in distressed areas of the community
- Ensure equal opportunities for minority, women, and locally owned businesses
- Reward quality environmental design

III. Eligibility

A. **Existence of Economic Benefit.** The Project must add to the local economy. Evaluation criteria to be used in determining benefit to the community shall include but shall not be limited to the following: the amount of capital investment; whether the project produces value-added products and services; number of jobs created and associated payroll; and whether the project provides a positive fiscal and/or economic impact.

B. **Type of Business.** The Project shall be of a nature that is desirable and stimulates the local economy and improves the quality of life for its citizens. Additional considerations may include whether the Project has the effect of supporting or spurring other development and whether a Project would help achieve successful completion of an existing commercial or industrial park or the development of a new commercial or industrial enterprise.

C. **Compatibility with Adopted Plans.** All Projects shall be consistent with the Unified Government Comprehensive Plan, any applicable corridor plans, and other plans of the Unified Government which may be relevant to the Project. When evaluating proposed Projects, the Unified Government will consider a variety of factors to determine compliance, including compatibility of the location of the business with land use and development plans of the Unified Government and the availability of existing infrastructure facilities and essential public services.

D. **Excluded Businesses.** In addition to the uses of property prohibited by K.S.A. 79-201 (a) *Second*, the following uses shall not be eligible for an Industrial Revenue Bond: car wash, retail, fast food, day care, private school, veterinary clinic, storage facility, and branch bank offices. The Unified Government may, at its sole discretion, waive any of these prohibitions if the applicant demonstrates compelling and unique circumstances regarding its Project.

E. **Maintain Existing Tax Base.** To facilitate new development, the Unified Government shall assist new industries that invest in new buildings and building expansion. However, the amount of property taxes or special assessments on the existing land and facilities shall under no circumstances be reduced for new development Projects.

F. **Transfer of Ownership.** The owner or lessee of any property that is all or partially exempt from ad valorem taxes as the result of the Unified Government having granted the exemption shall obtain the Unified Government written consent before transferring majority ownership of the property unless the transfer is to an affiliate or a related entity.

IV. Scope:

This Policy shall apply to the City of Kansas City, Kansas ("City").

V. Definitions and Acronyms:

For purposes of this Industrial Revenue Bond policy, when used in this policy, the following words shall have the following meanings. Additional definitions may be added in exhibits to this Policy.

ABATEMENT: The difference between the amount of ad valorem property taxes an entity would pay if there were no abatement granted and the amount required to be paid as payments in lieu of taxes. For example, if the taxes required with no abatement were $5,000, and the required in lieu payments were $3,000, the "abatement" would be $2,000.
APPLICANT: Any person, firm, or entity making application to receive private activity conduit financing and/or requesting tax abatement.
BOND COUNSEL: That firm or individual designated by the Unified Government to handle legal and financial matters and issues associated with the issuance of temporary notes and bonds by the Unified Government.
CAPITAL INVESTMENT: Capital investment shall include expenditures for land, buildings, or personal property subject to ad valorem taxation.
ECONOMIC DEVELOPMENT EXEMPTION or *EDX:* For purposes of an abatement pursuant to the Kansas Constitution, this term shall mean the establishment of a new business

or the expansion of an existing business, engaged in manufacturing commodities which are sold or traded in interstate commerce.

EXISTING BUSINESS: A business shall be an "Existing Business" if it has had facilities and operations in Wyandotte County for a period of not less than one year. All other businesses shall be "New Businesses."

INCENTIVE: Economic development tool(s) designed to entice preferred types of development to meet community goals. Incentives are generally, but not exclusively, an exemption, abatement, or redirection of future tax revenue that will be generated as a result of the Project.

INCREMENT: The difference between the amount of ad valorem property taxes before and after a project has occurred. For example, if a parcel was being taxed at $1,000 before a development occurred, and $4,000 after a development occurred, there would be $3,000 of increment.

ENVIRONMENTAL CERTIFICATION: A reputable third party green building certification program that offers validation of a Project's green features and verifies that the building is operating exactly the way it was designed to.

LOCAL BUSINESS ENTERPRISE or *LBE:* A business headquartered or that maintains a major branch that performs the significant functions of the business in Wyandotte County, or businesses 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, Kansas.

MINORITY BUSINESS ENTERPRISE or *MBE:* 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 one or more minority individuals and which business is certified as a Minority Business Enterprise under Article V of Chapter 18 of the Unified Government Code. A "minority individual" is as defined in Article V of Chapter 18 of the Unified Government Code.

NEW BUSINESS: Any business which is not an Existing Business.

PRIVATE ACTIVITY BONDS or *BONDS:* The financing or refinancing of Projects, including but not limited to buildings, equipment, furniture and fixtures, and related capital items by bonds or other debt obligations issued by the Unified Government where the Projects are owned by or leased to a private entity and the debt service on such bonds or other obligations is paid or secured by a private entity.

PROJECT: The purpose for which issuance of the Private Activity Bonds/or an EDX abatement is being requested.

RESIDENT: An individual residing in Wyandotte County, Kansas.

WOMEN BUSINESS ENTERPRISE or *WBE:* 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 one or more women who are citizens or lawful permanent residents of the United States and which business is certified as a Woman Business Enterprise under Article V of Chapter 18 of the Unified Government Code.

VI. Policy:

It shall be the policy of the Unified Government that economic development Projects pay their fair share of property tax, special improvement district assessments, and cost of utility services. Economic development Projects shall have a positive financial impact on the community, and the Unified Government reserves the right to approve the cost-benefit analysis model used to determine the financial impact. The Board of Commissioners shall consider the following factors when granting property tax incentives pursuant to Section 13 of Article 11 of the Kansas Constitution and K.S.A. 12-1740 *et seq*. and 79-201a.

Initiation of IRB

1. **Developer Initiated**
    i. Developer has interest to redevelop an area
    ii. Asks City for Incentives
    iii. City may issue an RFP to redevelop the proposed area

2. **City Initiated**
    i. City issues RFP to redevelop an eligible area
    ii. Offers IRB and/or other incentives to facilitate interest

Level of Abatement

To meet the economic goals of the community, it shall be the policy of the Unified Government to typically provide a 45% real property tax exemption for portions of a Project that qualify for tax exemption under Kansas law so long as the Project meets the criteria established by the Unified Government. Depending how the tax exemption is structured over the term, tax abatement for a Project may exceed an overall average of 45%.

A project may, at the UG's discretion, receive increased levels of tax exemption if the project meets bonus provisions described below and/or demonstrates a clear financial need to make the project feasible.

It shall be the policy of the Unified Government that, regardless of the percentage amount of bonus provisions an applicant may be eligible for, the maximum percentage of abatement provided for any Project shall not exceed 75% for 10 years.

The Unified Government may, at its sole discretion, deviate from these directives if the applicant demonstrates compelling and unique circumstances regarding its Project.

A. **Major Projects Bonus.** It is the goal to strengthen the local economy through the growth of the local tax base. Major Projects produce a long-term tax benefit to the community; therefore, a major Project may be eligible for an additional exemption percentage. Depending upon the Project's capital investment, an increase in the exemption may be considered as follows:

    a. Capital Investment of $10,000,000 to $24,999,999 may receive a bonus of up to 5%
    b. Capital Investment of $25,000,000 to $49,999,999 may receive a bonus of up to 10%
    c. Capital Investment of $50,000,000 and above may receive a bonus of up to 15%

B. **Target Area Bonus.** It is a goal to encourage development / redevelopment in distressed areas of the community. Strong consideration will be given for a business that will be located in a targeted area for economic development or redevelopment. An abatement adjustment of up to 10% may be considered for Projects that locate in the targeted area. The Target Area is defined in Exhibit A of this document.

C. **Targeted Industries.** It is a goal to attract and retain certain targeted industries for the community due to their long-term economic impact. An abatement adjustment of 5% to 15% may be considered for Projects that are in targeted industries. The current targeted industries generally include global and regional headquarters, grocery stores, class A office, high technology, advanced manufacturing, logistics, e-commerce, and bioscience-

related businesses and development. The attached list of Targeted Industries and associated abatement bonuses are defined in Exhibit B of this document.

D. **Residency Bonus:** It is a goal to create new employment opportunities for community Residents. An abatement adjustment from 5% to 10% will be considered depending on the percentage of Wyandotte County Residents employed by the company receiving tax abatements; the required percentage of Wyandotte County Residents and the associated abatement percentage are attached in Exhibit C of this document. Existing Businesses which apply for abatement will be examined for the amount of existing Wyandotte County Residents currently employed in operations, as well as commitment for new hires related to the Project receiving exemption. The Unified Government may choose to certify resident employment numbers, and the company receiving tax exemption must comply if they are to receive this bonus provision.

E. **Minority, Women, and Locally Owned Businesses Bonus:** It is a goal to give opportunities for the utilization of Minority, Women, and Locally Owned Business where available and applicable. A bonus of 5% to 10% may be given depending on the participation of MBE, WBE, and LBE in the construction of the Project receiving tax abatement; the attached list of MBE, WBE, LBE percentages and associated abatement bonuses are defined in Exhibit D of this document. It is the intent that the designated percentages for each of MBE, WBE, LBE categories are achieved, but an adjustment may be made for a designated level of cumulative participation by MBEs, WBEs, and LBEs.

F. **Environmental Design Bonus.** It is a goal to create quality and sustainable developments / structures throughout the City. The City, at its sole discretion, may require higher design standards for the design of buildings and materials used for Projects receiving property tax abatement. An abatement adjustment will be given to businesses whose new construction proposes quality environmental design for the project. This abatement adjustment shall range from 5% to 10% given the level of Certification.

G. **Transit Bonus.** Applicants who have located on major public transportation corridors, made significant investment into transportation for their workers, or have otherwise demonstrated a commitment to utilizing and enhancing public transportation as a result of this project may receive a 5% bonus.

H. **Childcare Bonus.** Companies who have made investments and/or unique accommodations for their employees' access to childcare, either on site or via a stipend, may receive a 5% bonus.

Term of Abatement

The abatement period for a Project approved under this Policy will be determined by the amount of new Capital Investment in the City. Capital Investment shall include expenditures for land, building, or personal property subject to ad valorem taxation.

A. **Existing Businesses.** The normal term of abatement for each Project where the applicant is an Existing Business is determined according to the following schedule, unless a different term is established by the Board of Commissioners:

Capital Investment	*Normal Term*
$3,999,999 or less	5 years
$4,000,000 or greater	10 years

B. **New Businesses.** The normal term of abatement for each Project where the applicant is a New Business is determined according to the following schedule, unless a different term is established by the Board of Commissioners:

Capital Investment	*Normal Term*
$5,999,999 or less	5 years
$6,000,000 and greater	10 years

C. **Commencement of Abatement.** The abatement term for Projects under authority of Section 13 of Article 11 of the Kansas Constitution shall begin in the calendar year after the calendar year in which the business commences its operations or the calendar year in which expansion of an Existing Business is completed, as the case requires. The abatement term for Projects under authority of K.S.A. 12-1740 through 12-1749 and 79-201a shall begin in the calendar year after the calendar year in which the Private Activity Bonds are issued. Projects which include multiple phases shall have an expiration date for the commencement of the term of the abatement for all phases as determined by the Board of Commissioners at the time of the adoption of the Resolution of Intent.

VII. Performance Agreement:

A. Continued Compliance. Any tax exemption/abatement granted pursuant to this Policy shall be accompanied by a performance agreement between the applicant and/or lessee and the Unified Government. Any tax exemption is subject to annual review and determination by the Unified Government County Administrator that the conditions qualifying the business for the exemption or abatement continue to exist. The Unified Government at any time may review information provided by the company, lessee, or State of Kansas, or may request additional information to determine compliance with the performance agreement. If the Board of Commissioners finds that the business or Project is not in compliance, then the tax exemption may be modified pursuant to the performance agreement or eliminated as the Board of Commissioners deems appropriate. The County Appraiser and the Board of Tax Appeals shall be notified of such action. Each performance agreement shall contain a notice and waiver disclosing to each applicant that the Unified Government reserves the right to grant future tax exemptions on comparable Projects in amounts different than the exemption granted to such applicant. Such notice and waiver shall include a provision that the applicant waives any right to request a modification or amendment of such exemption or abatement based upon such differences

B. Clawbacks. Each performance agreement for a Project shall provide that the percentage of property tax abatement shall be scaled back to the term provided for in this Policy if, within three years after the issuance of the Private Activity Bonds, the applicant has not incurred the required Capital Investment. Additionally, if any of the

terms of the performance agreement at not met, the Unified Government reserves the right to alter or terminate the tax abatement at their discretion.

C. **Utilization of UG Services.** The performance agreement shall require that the company receiving the property tax abatement (or any other user of the property) utilize solid waste services provided by the Unified Government. This requirement shall not apply to any user if the user demonstrates that solid waste services provided by the Unified Government are not adequate to serve such user's reasonable needs.

VIII. Procedure.

The Unified Government will consider granting a tax abatement/exemption pursuant to this Policy after receipt of a complete application from the applicant in a form prescribed by the Unified Government together with the application fee. The application shall be submitted in sufficient time for staff to follow established procedures for publication of notice, to review the Project's preliminary site plans and building elevations, to prepare a fiscal impact analysis, and to contact the school district within which the property proposed for exemption is located. The Project's site plans and building elevations are subject to final approval to ensure that they are similar to the preliminary plans and elevations submitted.

Based on each application and such additional information as may be requested by the Unified Government, the Unified Government shall prepare or cause to be prepared a fiscal impact analysis of the proposed exemption on the City, County, and State of Kansas, which analysis shall be used by the Board of Commissioners in considering the request for abatement.

Prior to formal action on each Resolution of Intent, the Board of Commissioners shall conduct a public hearing thereon, to be scheduled at least seven days after publication of notice.

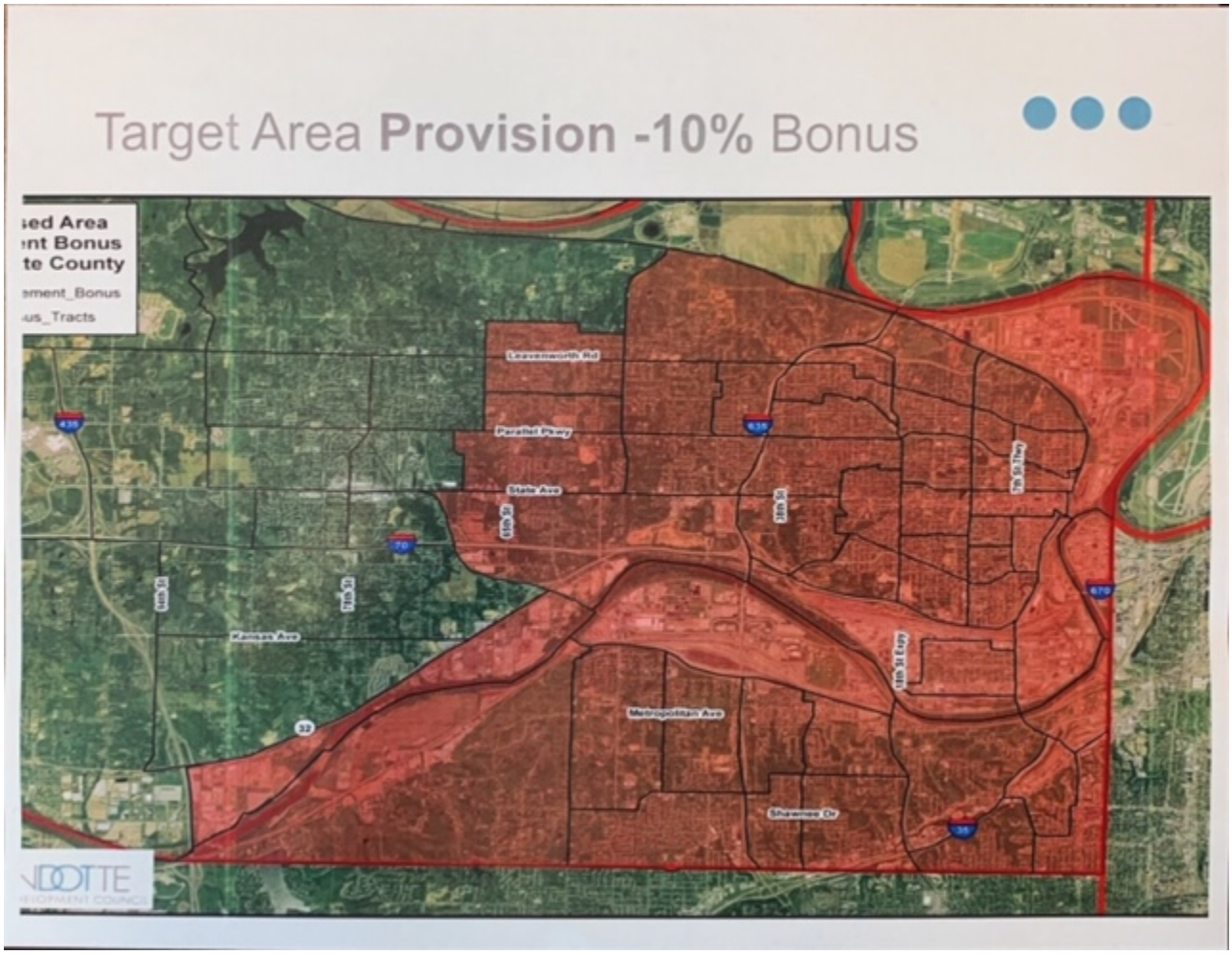
IX. Authority of UG Commission:

The Board of Commissioners reserves the right to deviate from this Policy, but not any procedure set forth in this Policy or any other procedural requirements of State law, when it considers such action to be of exceptional benefit to the Unified Government or extraordinary circumstances prevail that the Commission believes such deviation is in the best interests of the Unified Government.

X. Appendices:

Exhibit A

Target Area Bonus



PEAK Eligibility

- Unless qualified as a headquarters or administrative/back office and approved by the Secretary of Commerce, the following NAICS assignments are ineligible: 7132 (Gambling Industries), 8131 (Religious Organizations), Sectors 44 and 45 (Retail Trade), 61 (Educational Services), 92 (Public Administration) or 221 (Utilities including water and sewer services), Subsector 722 (Food Services and Drinking Places); companies delinquent in the payment of taxes to any federal, state and/or local taxing entities. Companies under the protection of the federal bankruptcy code are also ineligible.

Missouri Works Eligibility

- For-Profit or non-profit businesses.
- Not Eligible:
  - Gambling establishments, store front consumer-based retail trade establishments, food and drinking places, public utilities, educational services, religious organizations, public administration, ethanol distillation or production, biodiesel production, or healthcare and social services.

- Businesses that are delinquent in payment of any non-protested taxes or other payments (state, federal, local).
- Businesses that have filed for or have publicly announced their intention to file for bankruptcy, unless certain requirements are met.
- Businesses that are relocating jobs from Johnson, Miami, or Wyandotte counties in Kansas to Jackson, Platte, Clay or Cass counties in Missouri. However, net new jobs created above a qualified company's base employment may be eligible for benefits.

- Note: Headquarters, administrative, or research and development offices of otherwise excluded businesses may be eligible if the predominant function of such offices is to serve a multistate territory.

NAICS Code	Industry	Bonus Abatement Percentage
3111	Animal Food Manufacturing	5%
3251	Basic Chemical Manufacturing	5%
3253	Pesticide, Fertilizer, and other Ag Chemical Mfg	5%
3254	Pharmaceutical and Medicine Manufacturing	5%
3341	Computer and Peripheral Equipment Manufacturing	5%
3342	Communication Equipment Manufacturing	5%
3343	Audio and Video Equipment Manufacturing	5%
3344	Semiconductor and Other Electronic Component Manufacturing	5%
3345	Navigational Measuring, Electromedical, and Control Instruments Manufacturing	5%
3359	Other Electrical Equipment and Component Manufacturing if researching developing or manufacturing power system technology for the following: • Aerospace; • Space; • Defense; • Hybrid vehicles; or • Implantable or wearable medical devices	5%
3364	Aerospace Product and Parts Manufacturing	5%
3391	Medical Equipment and Supplies Mfg	5%
5171	Wired Technology Carriers	5%
5179	Other Telecommunications	5%
5181	Internet Service Providers and Web Search Portals	5%
5182	Data Processing, Hosting, and Related Services	5%

5416	Management, Scientific, and Technical Consulting Services	5%
5417	Scientific Research and Development Services	5%
6113	Colleges, Universities and Professional Schools	5%
54171	Research & Development in Physical, Engineering and Life Sciences	5%
325193	Ethyl Alcohol Manufacturing	5%
325199	All Other Basic Organic Chemical Manufacturing	5%
325411	Medicinal and Botanical Manufacturing	5%
325412	Pharmaceutical Preparation Manufacturing	5%
325414	Biological Product (except Diagnostic) Manufacturing	5%
334510	Electromedical and Electrotherapeutic Apparatus Mfg	5%
334516	Analytical Laboratory Instrument Manufacturing	5%
334517	Irradiation Apparatus Manufacturing	5%
339111	Laboratory Apparatus and Furniture Mfg	5%
339112	Surgical and Medical Instrument Manufacturing	5%
339113	Surgical Appliance and Supplies Mfg	5%
339114	Dental Equipment and Supplies Mfg	5%
541380	Testing Laboratories	5%
541711	Research and Development in Biotechnology	5%
621511	Medical Laboratories	5%
621512	Diagnostic Imaging Centers	5%
622110	General Medical and Surgical Hospitals	5%

Quality office developments shall receive up to a 15% bonus depending on quality design and material used.
***Target Industries included in Exhibit B are excluded from Minimum Employment Requirements.

Exhibit C

Residency Bonus

Percentage of Residency Hires	*Abatement Bonus Percentage*	*Minimum Employment*
25% Wyandotte County Residents Employed at time of IRB Application	5% Abatement Bonus	
50% Wyandotte County Residents Employed at time of IRB Application	10% Abatement Bonus	
25% Wyandotte County Residents Employed – Subject to Certification	5% Abatement Bonus	35 New Hires
50% Wyandotte County Residents Employed – Subject to Certification	10% Abatement Bonus	70 New Hires

Exhibit D

Minority, Women, and Locally Owned Business Bonus

MBE / WBE / LBE Participation Percentage	Abatement Bonus Percentage
LBE – 15% MBE – 10% WBE – 5% Combined Total – 25%	5% Abatement Bonus
LBE -20% MBE – 15% WBE – 10% Combined Total – 35%	10% Abatement Bonus

Exhibit E

Fee Schedule

The following fees are hereby established:

A. **Application Fee**. For Existing Businesses, a non-refundable application fee of $1,000 shall accompany all applications for the issuance of Private Activity Bonds or for EDX abatement. For New Businesses, a non-refundable application fee of $2,000 shall accompany all applications for the issuance of Private Activity Bonds or for EDX abatement.

B. **Issuance Fee.** For Projects requesting tax abatement, applicants shall pay an issuance fee of (i) .400 of the first $10 million par amount of Bonds being issued or the amount of EDX abatement being requested, plus (ii) .250 of the par amount in excess of $10 million but less than $25 million of Bonds being issued or the amount of EDX abatement being requested. (iii) .125 of the par amount in excess of $25 million of Bonds being issued. The fee shall be due and payable at the time the Bonds are issued.

C. **Additional Costs.** The applicant shall reimburse the Unified Government for all costs associated with all legal publication notices, application fees to the Court of Tax Appeals, the Unified Government's Bond Counsel fees, and all other miscellaneous costs.

D. **Monitoring Fee.** The Unified Government will require an annual compliance review of all Projects receiving tax abatement either from the issuance of Private Activity Bonds or by EDX. The business will be required to submit an annual monitoring fee of $1,000 for activities required to insure compliance.

Unified Government of Wyandotte County and Kansas City, Kansas

Tax Increment Finance Policy

Commission Resolution: 2021-xxx

Adopted: xx/xx/xxxx

I. Authority:

The Mayor and the Board of Commissioners are responsible for legislation, policy formulation, and overall direction setting of the government. This includes the approval of financial policies which establish and direct the operations of Unified Government (UG). The County Administrator is responsible for carrying out the policy directives of the UG Board of Commissioners and managing the day-to-day operations of the executive departments. This policy shall be administered on behalf of the County Administrator by the Chief Financial Officer and the Director of Economic Development.

II. Purpose:

This Tax Increment Finance (TIF) Policy is designed to create a positive business environment to stimulate economic growth and development in order to encourage capital investment, employment opportunities, and quality services for the benefit of the community. The policies and procedures outlined within this document are separate from Kansas Sales Tax Revenue (STAR) bonds.

III. Eligible Areas

- Blighted Areas (including environmentally contaminated areas and 100-year floodplains)
- Conservation Areas
- Pre-1992 Enterprise Zones
- Major Tourism Areas
- Major Commercial Entertainment and Tourism
- Buildings that are 65+ years old and any contiguous vacant or condemned lots
- Bioscience Development Area
- Intermodal Transportation Area
- Redevelopment District

IV. Scope:

This Policy shall apply to the City of Kansas City, Kansas ("City").

V. Definitions and Acronyms:

For purposes of this TIF Policy, when used in this Policy, the following words shall have the following meanings. Additional definitions may be added in exhibits to this Policy.

APPLICANT: Any person, firm, or entity making an application to receive TIF incentive.

REDIRECTION: The change in destination for new ad valorem taxes. For example, without the TIF incentive the new ad valorem taxes would go into the UG's general fund but with the TIF incentive the new funds are redirected to pay for eligible project costs for the development receiving the TIF incentive.

BOND COUNSEL: That firm or individual designated by the Unified Government to handle legal and financial matters and issues associated with the issuance of temporary notes and bonds by the Unified Government.

CAPITAL INVESTMENT: Capital investment shall include expenditures for land, buildings, or personal property subject to ad valorem taxation.

INCREMENT: The difference between the amount of ad valorem property taxes before and after a project has occurred. For example, if a parcel was being taxed at $1,000 before a development occurred, and $4,000 after a development occurred, there would be $3,000 of increment.

ENVIRONMENTAL CERTIFICATION: A third party green building certification program that offers validation of a Project's green features and verifies that the building is operating the way it was designed to.

LOCAL BUSINESS ENTERPRISE or LBE: A business headquartered or that maintains a major branch that performs the significant functions of the business in Wyandotte County , or businesses 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, Kansas.

MINORITY BUSINESS ENTERPRISE or MBE: 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 one or more minority individuals and which business is certified as a Minority Business Enterprise under Article V of Chapter 18 of the Unified Government Code. A "minority individual " is as defined in Article V of Chapter 18 of the Unified Government Code.

VI. Policy

A. TIF Defined - A Tax Increment Financing (TIF) District allows the Unified Government to work with private developers to authorize redevelopment projects in blighted areas in accordance with State statutory requirements as set forth in **K.S.A 12-1770a.** TIF financing allows for a development project to access the incremental property and/or sales tax revenues generated by the project. TIF diverts all or a portion of new (incremental) local taxes created by a project which includes real property taxes, city sales tax, and county sales tax.

B. Funding Mechanism - TIF funding may be through developer reimbursement ("Pay as you Go") or bond financed. Pay as you go reimbursement will occur as increment is received per terms of the development agreement whereas bond financing will require Special Obligation Revenue Bonds to be issued by the City (who will hold limited obligation). The City can provide a pledge of annual appropriation or general obligation (GO) backing.

C. **Eligible Costs -** TIF Districts may exist for up to twenty (20) years per project. In accordance with Kansas Laws, these funds may only be used for TIF-eligible expenses, which include but are not limited to:

1. Land Acquisition & Relocation (of families)
2. Public Improvements (curb, sidewalks, streets, lighting)
3. Site Preparation (demolition)
4. Utilities, and
5. Sanitary and Storm Sewers

D. **UG Directives -** To supplement the statutory guidelines, staff will also adhere to the following policy directives:

1. Feasibility Studies – shall be conducted to estimate future revenue of the project and account for market fluctuations which could negatively impact revenue generation.
2. Bonding options – the strong preference of the UG is for TIF funding to be on a Pay as you go basis. In certain circumstances special revenue funds and general obligation backing will be considered.
3. Performance measures:
    i. Require certain conditions be met prior to approval of Project Plan.
    ii. Require certain conditions be met prior to debt issuance or reimbursement.
4. The preference of the UG is for public financing not to exceed 20% of the project's total costs.
5. Institute a "sunset" provision for timing between District approval and Project Plan approval.
6. As part of Development, segregate and quantify the dollar amount used for Public infrastructure improvements.
7. Separate criteria may be applied towards developers based on positive and negative reputations and track records.

E. **UG Recourse Options -** For TIF projects that are underperforming, the following recourse options may be considered:

1. Restart TIF
2. Refinance Bond Debt
3. Termination recommendations
4. Development Agreement shall contain non-compliance actions
5. Modify Project Plan
6. Option to take property or part of development area

VII. TIF Term and Level Directives

A. **General Directive -** The TIF incentive is used to fill a financial gap on a development project. As such, the amount of TIF, both percentage of redirected ad valorem taxes and duration, will be determined through a financial assessment of need.

B. Feasibility Study/Financial Analysis – A third party analysis shall be conducted to determine the feasibility of the project, the projected revenues, and the financial gap based on reasonable market returns for comparable projects.

C. TIF Cap – A maximum figure for redirected TIF dollars will be agreed upon in the development agreement. Should the project reach that dollar figure ahead of schedule, the TIF incentive will be terminated at that time.

VIII. Quality Control and Quality Assurance - Continued Compliance. Any TIF pursuant to this Policy shall be accompanied by a development agreement between the applicant and/or lessee and the Unified Government. Any TIF is subject to annual review and determination by the Unified Government County Administrator that the conditions qualifying the business for the TIF continue to exist. The Unified Government at any time may review information provided by the company, lessee, or State of Kansas, or may request additional information to determine compliance with the development agreement. If the Board of Commissioners finds that the business or Project is not in compliance, then the TIF may be modified pursuant to the development agreement or eliminated as the Board of Commissioners deems appropriate. The County Appraiser and the Board of Tax Appeals shall be notified of such action. Each development agreement shall contain a notice and waiver disclosing to each applicant that the Unified Government reserves the right to grant future incentives on comparable projects in amounts different than the TIF, exemption, or abatement granted to such applicant. Such notice and waiver shall include a provision that the applicant waives any right to request a modification or amendment of such incentive based upon such differences.

IX. Process

A. Initiation

1. Developer Initiated

i. Developer has interest to redevelop an area
ii. Asks City for Incentives
iii. City may issue an RFP to redevelop the proposed area

2. City Initiated

i. City issues RFP to redevelop an eligible area
ii. Offers TIF of other incentives to facilitate interest

B. Process With Sample Timeline

1. Resolution Calling Public Hearing on Redevelopment District – Day 1
2. Mailed Notice to Taxing Districts – Day 5
3. Mailed Notices to Property Owners – Day 5
4. Published Notices – Day 25
5. Public Hearing on Redevelopment Plan – Day 35
6. Ordinance Approving Redevelopment District – Day 35
7. Redevelopment Plan prepared and submitted to City; Planning Commission finding of consistency with intent of comprehensive development plan – Day 60
8. Negotiation of Redevelopment Agreement – Days 60-90
9. City Resolution Calling Public Hearing on Redevelopment Plan – Day 70
10. Mailed Notices to Taxing Districts – Day 75

11. Mailed Notices to Property Owners – Day 75
12. Published Notices – Day 91
13. Public Hearing on Redevelopment Plan – Day 101
14. Ordinance Approving Redevelopment Plan and Agreement – Day 101

X. Fees

Department	Description	Fee
Finance, Legal, & Economic Development	TIF Bonds Issuance Fees	Applicants shall pay an issuance fee of (i) .400 of the first $10 million par amount of Bonds being issued or the amount of TIF being requested, plus (ii) .250 of the par amount in excess of $10 million but less than $25 million of Bonds being issued or the amount of TIF being requested. (iii) .125 of the par amount in excess of $25 million of Bonds being issued.
Finance & Economic Development	Tax Increment Financing (TIF) application fee	$2,500
Finance & Economic Development	TIF retainer (used to pay third-party consultants for review of the application; any amount unused will be refunded to the applicant). This fund shall be continually replenished as necessary.	Minimum $15,000 (dependent on the complexity of the project)
Finance & Economic Development	Substantial request from developer to amend TIF district	$5,000 per request
Finance & Economic Development	Annual TIF administrative fee (City deducts fee when funds are distributed)	1% of TIF property tax increment, and 1% of sales tax increment, disbursed to applicant

Other Items: The County Administrator is authorized to establish fees ranging from $250 to $2,500 per request, including requests for time extensions to agreements & project plans, requests for amendments to existing agreements, and requests for estoppel certificates. The

fee will be determined by the County Administrator based on a variety of factors, including the complexity of the issue and the estimated staff time associated with the request. The Director of Economic Development is also authorized to request retainer payments to cover third-party consultant costs and review requiring significant staff time for projects where a formal application and retainer payment have not been submitted by the applicant. At the UG's discretion, retainer payments may be refunded to the applicant if no activity has occurred for the project within the past 12 months or if the project is completed.

XI. **Authority of UG Commission.** The Board of Commissioners reserves the right to deviate from this Policy, but not any procedure set forth in this Policy or any other procedural requirements of State law, when it considers such action to be of exceptional benefit to the Unified Government or extraordinary circumstances prevail that the Commission believes such deviation is in the best interests of the Unified Government.