

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) sets forth the terms and understanding between the City of Kansas City, Missouri (“City”) and FC Parade Park LLC (“PPH”) regarding the City’s financial support for the Parade Park Homes Phase 1 development project.

1. PPH Obligations

a. **PPH Loan Obligations.** PPH has or will soon enter into a loan agreement with the Kansas City Housing Trust Fund (“HTF”) whereby HTF will provide PPH a no-interest loan of twelve million dollars (\$12,000,000), payable in six (6) annual installments of two million dollars (\$2,000,000). The loan agreement is authorized by Ordinance XXX.

b. **PPH Payment of Obligations.** PPH will abide by all elements of its loan obligations to HTF.

2. City Payment Obligations

a. The City shall make annual payments to PPH in an amount equal to PPH’s annual repayment obligation to the Housing Trust Fund as established in the loan agreement authorized by Ordinance XXXX, referenced in Section 1, which is anticipated to be \$2,000,000.00 per year for six (6) years.

b. The first payment shall be made in Fiscal Year 2025-2026 and subsequent payments shall be made annually thereafter, subject to the provisions of this MOU.

c. The City’s total payment obligation shall not exceed twelve million dollars (\$12,000,000).

3. City Payment Obligation Offset for Outside Contributions

a. **“Outside Qualifying Funds” Defined.** “Outside Qualifying Funds” shall mean financial contributions to the Parade Park Homes Phase 1 development from:

i. Other governmental jurisdictions, including but not limited to county, state, or federal governments or other municipalities; and

ii. Private philanthropic sources not associated with the City.

b. **Annual Report of Outside Qualifying Funds.** By December 31 of each year beginning in 2025, PPH shall submit to the City a report documenting all Outside Qualifying Funds

received during the previous calendar year and anticipated to be received in the following calendar year. The report shall include:

- i. The source of each contribution;
- ii. The amount of each contribution;
- iii. The date each contribution was received;
- iv. Documentation verifying receipt of such funds; and
- v. The total amount of contributions received.

c. **City Payment Reduction.** Upon verification of Outside Qualifying Funds by the City, the City's payment obligation to PPH for the following fiscal year shall be reduced by the amount of Outside Qualifying Funds received by PPH during the reporting period.

d. **End of City Obligation.** The City's obligation to make payments to PPH shall cease when the total of (i) City payments made to PPH plus (ii) verified Outside Qualifying Funds received by PPH equals twelve million dollars (\$12,000,000).

4. Parade Park Homes Future Fund

a. **Parade Park Future Fund Established.** The City shall create an account called the Parade Park Future Fund which shall be used exclusively for future phases of the Parade Park Homes revitalization and redevelopment, and for other long term capital expenditures at Parade Park Homes.

b. **City Payment to Future Fund.** When the City's payment obligation is reduced due to Outside Qualifying Funds as described in Section 3, the City shall deposit into the Parade Park Homes Future Fund an amount equal to twenty-five percent (25%) of the reduction.

c. **Limitation on Annual City Contributions.** The City shall not deposit more than \$2,000,000.00 per year into the Parade Park Homes Future Fund pursuant to this MOU.