

LEASE AGREEMENT
Kiosk Improvements - 1020 Santa Fe Street, Kansas City, MO

THIS LEASE AGREEMENT (the “**Lease**”) is made on this ____ day of _____, 2026 (“**Effective Date**”) by and between the **City of Kansas City**, a Missouri constitutionally chartered municipal corporation (hereinafter the “**City**”), and **West Bottoms Central Community Improvement District**, a community improvement district and political subdivision of the State of Missouri (the “**CID**”) (collectively, the “**Parties**”).

WHEREAS, the City holds an easement pursuant to a certain Public Access Easement and Maintenance Agreement dated October 16, 2025 and conveyed by the West Bottoms – Propco Master, LLC, recorded with the Jackson County, Missouri Recorder of Deeds on October 20, 2025 as Instrument Number 2025E0078023 (“**Alley Access Easement**”);

WHEREAS, the City holds an easement pursuant to a certain Public Access Easement and Maintenance Agreement by and between West Bottoms – Propco Master, LLC; West Bottoms – Propco Master II, LLC; the CID; and the City, dated January 16, 2026 and recorded with the Jackson County, Missouri Recorder of Deeds on January 21, 2026 as Instrument Number 2026E0005097 (“**Public Access Easement**”);

WHEREAS, pursuant to its easement interests, the City has constructed a kiosk structure located on the eastern portion of the property located at 1020 Santa Fe Street, Kansas City, Missouri, as depicted in bold on Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”);

WHEREAS, the Parties mutually desire and agree that it is in the best interest of the Parties and the success of the surrounding development for the CID to operate the Premises and subcontract as necessary;

NOW, THEREFORE, the Parties hereby agree as follows:

1. PREMISES. City hereby grants to said CID the right to occupy and use, subject to terms and conditions hereinafter stated, the Premises as defined above and depicted on Exhibit A.

2. TERM. The term of this Lease shall be for a period of five (5) years beginning on the Effective Date (“**Term**”), with four (4) options to renew for five (5) years each, subject to the provisions of this Lease.

3. RENT. Commencing on the Effective Date, CID shall pay City the sum of \$1.00 annually.

4. USE OF PREMISES. The Premises shall be used for the purpose of a restaurant, as defined by the City’s Zoning & Development Code, and such activities as may be incidental thereto that may operate between the hours of 5 a.m. – midnight. CID shall utilize rents collected from the sublessee for maintenance of the Premises and shall keep the same in good condition, compliant with building code and property maintenance ordinances. CID’s maintenance obligations shall extend to the entire Premises, including the interior, exterior, and structural elements. CID agrees to notify the City’s Director of General Services regarding any material

changes in its business operations on the Premises. No party shall be deemed a third-party beneficiary of the covenants in this section.

5. ACCEPTANCE, MAINTENANCE, AND REPAIR. CID is responsible for all maintenance and renovations to the interior space including any expense that occurs within the space such as maintenance to appliances, plumbing, lighting, grease traps, cleaning, and window cleaning. CID accepts the Premises and its fixtures “as is” and “where is.” Any repairs or replacements related to the Premises, its appliances, and fixtures are the responsibility of the CID. CID has inspected and knows the condition of the Premises and accepts the same in their present (subject to ordinary wear, tear, and deterioration in the event the Term commences after the date hereof), including the interior walls. CID will return the Premises to the City in substantially the same condition as of the Effective Date, subject to reasonable wear and tear. CID further acknowledges that the structure located on the Premises is constructed upon land leased by the owner in fee from the Kansas City Terminal Railway Company (“**KCT Lease**”). In the event the KCT Lease is terminated, the CID agrees to relocate the kiosk structure at its own cost to such other location as agreed upon by the Parties within the Public Access Easement area, and such Public Access Easement is attached hereto as Exhibit B and incorporated herein by reference. In the event the kiosk structure is damaged or destroyed, regardless of the cause, the CID shall rebuild the same at its own cost to substantially the same condition that existed as of the Effective Date, subject to normal wear and tear, unless otherwise agreed upon by the Parties in writing; provided, however, the City shall be responsible for the cost of any damage to the Premises caused by the gross negligence or willful misconduct of the City or its employees, agents, officers, or contractors.

6. HAZARDOUS SUBSTANCES AND WASTES. CID agrees that it will not, except in a manner and quantity necessary for the ordinary performance of the allowed Premises use, and then in compliance with all Laws, keep, ship to, ship from, permit, or generate any Hazardous Material on the Premises without the express consent of the City. “**Hazardous Material**” shall mean (i) “Hazardous Substances” as defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601 et seq.; (ii) “Hazardous Wastes”, as defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Sections 6902 et seq.; (iii) “Hazardous Waste,” as that term is defined by the Missouri Hazardous Waste Management Law, RSMO Section 260.350, et seq.; (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended; (v) more than 100 gallons of crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60) degrees Fahrenheit and 14.7 pounds per square inch absolute, except for 2000 gallons of recycled oil used for the purpose of heating the Premises; (vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C S 2011 et seq., as amended or hereafter amended; and (vii) asbestos in any form or condition. As used herein, the term “**Laws**” shall mean all federal, state, and local laws, ordinances, rules, and regulations, all court orders, governmental directives, and governmental orders and all interpretations of the foregoing.

7. POSSESSION AT THE BEGINNING OF TERM. CID shall have possession of the Premises as of the Effective Date so long as CID has delivered proof of insurance to City as required by Section 15 of this Lease.

8. QUIET ENJOYMENT. City covenants and agrees that the CID on paying the rents and observing and keeping the covenants, agreements, and stipulations of this Lease, on its part to be kept, shall lawfully, peacefully, and quietly hold, occupy, and enjoy said Premises during the Term without hindrance, objection, or molestation.

9. CITY'S RIGHT OF ENTRY. City or City's agent may enter the Premises at reasonable hours with at least 24 hours' notice to examine the same, to do anything City may be required to do hereunder or which City may reasonably deem necessary for the good of the Premises and (during the last 60 days of the Lease only) to display the Premises to prospective tenants. The City's Health Department reserves the right to inspect the Premises with no advanced notice in accordance with food service permit regulations.

10. UTILITIES AND SERVICES. CID shall pay for and provide utilities and all necessary services such as trash and recycling removal, security, snow removal, landscaping, and any other services needed with respect to the CID's use of the Premises.

11. ALTERATIONS. CID shall not make any material alterations or additions (hereinafter "Improvements") in or to the Premises, without the prior written consent of City. Such consent shall not be unreasonably withheld, conditioned, or delayed. CID shall make or cause CID's Contractor to make all approved improvements in accordance with all Laws.

12. SIGNS AND ADVERTISEMENTS. CID shall not put upon, nor permit to be put upon, any part of the Premises, any signs, billboards, or advertising whatever, without the written consent of City Manager or their designee, such consent not to be unreasonably withheld, conditioned, or delayed. Any signs, billboards, or advertising must obtain a permit, if applicable, and comply with the City's Zoning & Development Code.

13. RECYCLING. It is the established policy of the City to promote environmentally sound business practices. CID agrees, where reasonable and practicable, to incorporate similar practices in its operations on the Premises including, but not limited to, encouraging recycling.

14. AMERICANS WITH DISABILITIES ACT. The CID agrees to comply with all provisions, where applicable, of the Americans with Disabilities Act, as amended from time to time during the course of this Lease.

15. INSURANCE: CID shall procure and maintain in effect throughout the duration of this Lease insurance coverage not less than the types and amounts specified in this section. Policies containing a Self-Insured Retention will be unacceptable to City.

- a. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an occurrence basis. The policy shall be written or endorsed to include the following provisions:

1. Severability of Interests Coverage applying to Additional Insureds
 2. Contractual Liability
 3. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 4. No Contractual Liability Limitation Endorsement
 5. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.
- b. Workers' Compensation / Statutory Employers Liability with limits of:
1. \$100,000 per accident
 2. \$500,000 disease, policy limit
 3. \$100,000 disease, each employee
- c. CID agrees to carry property insurance for the Premises and shall be on a replacement cost basis for the full replacement cost of the kiosk structure. CID is responsible for carrying their own personal property insurance.

CID shall furnish certificates including required endorsements and additional insureds as described below to the City for insurance as specified herein. In the event of CID's failure to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. **Delivery of such certificates to City shall be a condition precedent to CID's, or any approved subtenant, right to take possession of the Premises.** All such insurance policies shall provide that the City and its agencies, officials, officers, and employees when acting within the scope of their authority, will be named as additional insureds for the services under this lease. All insurance must be written by companies that have an A.M. Best rating of A- V or better, and are leased or approved by the State of Missouri to do business in Missouri. They shall require ten (10) days prior written notice to both parties hereto of any reduction in coverage or cancellation. Nothing herein shall be construed as a waiver of City's sovereign immunity.

16. SUBROGATION. As part of the consideration for this Lease, each of the parties hereto does hereby release the other party hereto from all liability for damage due to any act or neglect of the other party (except as hereinafter provided), occasioned to property owned by said parties which are or might be incident to or the result of a fire or any other casualty against which loss either of the parties is carrying insurance at the time of the loss; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties hereto, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

17. INDEMNITY AND PUBLIC LIABILITY. The CID shall defend and indemnify, hold harmless, protect and save the City and all of its officers, officials, agents, and employees harmless from and against any and all actions, suits, proceedings, claims and demands, loss, liens, cost, expense, including legal fees, and liability of each kind and nature whatsoever ("**claims**") for the injury to or death of persons or damage to property, including property owned by the City and from any and all other claims whether in equity or in law asserted by others, which may be brought,

made, filed against, imposed upon or sustained by the City, its officers or employees, and that may, in whole or in part, arise from or be attributable to or be caused directly or indirectly by (i) any wrongful act or omission of CID, its officers, agents, employees, including volunteers, contractors, patrons, CIDs or invitees; (ii) any violation of law, ordinance or governmental regulations or orders of any kind by the CID, its officers, agents, employees, including volunteers, contractors, patrons; or (iii) the negligent performance by the CID, its officers, agents, employees, including volunteers or subtenants or subcontractors of any authorized or permitted act contemplated by this Lease; or (iv) any contaminating materials in and around the Premises arising from CID, its officers, agents, visitors, subcontractors, or employees, including volunteers or subtenants. Nothing herein shall be construed as a waiver of City's right to sovereign immunity.

18. DAMAGE TO PROPERTY ON PREMISES. CID agrees that all property of every kind and description kept, stored, or placed in or on the Premises shall be at CID's sole risk and hazard and that City shall not be responsible for any loss or damage to any of such property resulting from fire, explosion, water, steam, gas, electricity or the elements, whether or not originating on the Premises, unless such damage shall be caused by the gross negligence or willful misconduct of the City or its employees, agents, officers, or contractor.

19. EMINENT DOMAIN. If the Premises or any substantial part thereof shall be taken by any competent authority under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the Term of this Lease shall cease and terminate upon the date when the possession of said Premises or the part thereof so taken shall be required for such use of purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of City's building or the land under it or if the grade of any street or alley adjacent to the building is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the building to conform to the changed grade, either party shall have the right to cancel this Lease after having given written notice of cancellation to the other party not less than ninety (90) days prior to the date of cancellation designated in the notice. In either of said events, rent at the then current rate shall be apportioned as of the date of termination. No money or other consideration shall be payable by the City to the CID for the right of cancellation. Nothing in this paragraph shall preclude an award being made to CID for loss of business or depreciation to the cost or removal of equipment or fixtures.

20. PUBLIC REQUIREMENTS. CID shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Premises or the use thereof and save City harmless from expense or damage resulting from failure to do so. Without limiting the foregoing, CID shall comply with the City Standard Terms and Conditions attached hereto as Exhibit B and incorporated herein by reference. CID shall be referred to as "Contractor" and the Lease shall be referred to as the "Agreement" within the meaning of Exhibit C.

21. ASSIGNMENT AND SUBLEASE. CID shall not assign, transfer, or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of City, such consent not to be unreasonably withheld, conditioned, or delayed. If the City fails to either approve or deny the CID's request to assign, transfer, or encumber this Lease within **fifteen (15)** business days after the City's receipt of the CID's written request for such assignment, transfer, or encumber, the City shall be deemed to have denied such assignment, transfer, or encumbrance. Any sublease of Premises must contain a

subrogation provision and an indemnity provision that mirrors the language of Sections 16 and 17 of this Lease, with the Subtenant indemnifying the City. Subtenant also shall require any Subtenant to obtain insurance coverage in amounts equal to those required by this Lease and naming City as an additional insured. CID understands, however, that in the event of a sublease, CID is still responsible for complying with all terms of this Lease. Notwithstanding anything contained in this Lease to the contrary, the CID shall not be required to obtain the City's consent, but will be required to provide written notice to the City within thirty (30) days, for the assignment or sublease of this Lease to (i) West Bottoms – Propco Master, LLC (“**Developer**”), (ii) any affiliate of Developer, or (iii) any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Developer. Consistent with Section 4 of this Lease, CID acknowledges and agrees that all rents collected through any assignment, sublease, or transfer related to the Premises shall be utilized for the sole purpose of maintaining, repairing, or operating the Premises or the Easement Property as defined in the Public Access Easement, and that this requirement shall be included in any assignment or sublease of this Lease or any other transfer regarding the Premises.

22. RECORDING. CID shall not, without the prior written approval of City, record this Lease or cause it to be recorded. If necessary for financing or grant compliance, CID may, with City's written consent, not to be unreasonably withheld, conditioned, or delayed, record a Memorandum of Lease. If a Memorandum of Lease is recorded, CID shall execute a Memorandum of Termination of the same at the end of the Term or at the time this Lease is otherwise terminated. CID shall record the Memorandum of Lease and Memorandum of Termination at its own expense.

23. FIXTURES. Upon the termination of this Lease or before, the City will permit the CID or its agents to enter the Premises and remove any and all **non-realty** items that have been contributed or consigned to the CID, except, however, any non-realty items included with CID improvements paid for by City shall remain at the Premises. Non-realty items are defined as items not permanently attached to the structure and removable without significant damage such as drapes, furnishings, portable appliances, and other similar items.

24. SURRENDER AT THE END OF THE TERM. At the expiration of the Term, the City or its agent shall have the right to enter and take possession of the Premises, and the CID agrees to deliver same without process of law, and the CID shall be liable to City for any loss or damage, including attorney's fees and court costs incurred, as a result of CID's failure to comply with the terms hereof.

25. HOLDING OVER. Any holding over by CID after the expiration of the Term, or any lawful extension thereof, shall be construed to be a tenancy from month to month at a monthly rental equal to two hundred percent (200%) of the rent payable during the last month immediately prior to the expiration of the term and shall otherwise be on the terms and conditions herein specified. Nothing herein set out shall be construed to authorize any such holding over.

26. DEFAULT. If the CID shall default in the performance of any agreement in this Lease and such default, continues for thirty days after written notice thereof, or if the Premises be vacated or abandoned, then in any such event this Lease shall terminate, at the option of the City, and City may re-enter the Premises and take possession thereof, with or without force or legal process and without notice or demand, the service of notice, demand or legal process being hereby expressly

waived, and upon such entry, as aforesaid, this Lease shall terminate and the City may exclude CID from the Premises, changing the lock on the door or doors if deemed necessary, if applicable, without being liable to CID for any damages or for prosecution therefor; City's rights in such event may be enforced by action in unlawful detainer or other proper legal action, and the CID expressly agrees, notwithstanding termination of this Lease and re-entry by the City that the CID shall remain liable for a sum equal to the entire rent payable to the end of the Term hereof and shall pay any loss or deficiency sustained by the City on account of the Premises being let for the remainder of the original term for a less sum than before. City, as agent for CID, without notice may re-let the Premises or any part thereof for the remainder of the Term or for any longer or shorter period as opportunity may offer, and at such rental as may be obtained, and CID agrees to pay the difference between sum equal to the amount of rent payable during the residue of the Term and net rent received by the City during the Term after deducting all expenses of every kind for repairs, recovering possession and reletting the same, which differences shall accrue and be payable monthly.

27. WAIVER. The rights and remedies of the City under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by City of any breach or breaches, default, or defaults, of this Lease hereunder, shall not be deemed or construed to be a continuing waiver of such breach or default not as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by City of any installment of rent subsequently to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of CID to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by City after the termination in any way of this Lease shall reinstate, continue or extend the term above demised.

28. BANKRUPTCY. Neither this Lease nor any interest therein nor in any estate hereby created shall pass to any trustee receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law during the term of this lease or any renewal thereof.

29. NOTICE. Any notice hereunder to the parties shall be sufficient if sent by certified U.S. Mail, postage prepaid, addressed to, or if emailed and acknowledged by the recipient:

Addressed to CID:

District Manager
West Bottoms Central Community Improvement District
c/o Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112
Email:

With a copy to:

Husch Blackwell LLP
Attn: Charles Renner

4801 Main Street, Suite 1000
Kansas City, Missouri 64112
Email: Charles.Renner@huschblackwell.com

Addressed to City:

Manager of Real Estate
GSD – Real Estate Services
17th Floor, City Hall
414 E. 12th Street
Kansas City, MO 64106
Email:

With copy to:

City Attorney
23rd Floor, City Hall
414. E 12th Street
Kansas City, MO 64106

30. COVENANTS TO RUN WITH THE PREMISES. The covenants herein contained shall run with the Premises hereby let and bind the heirs, executors, administrators, assigns, and successors of the City and CID respectively and consent of City to assignment, and acceptance of rent from the assignee of the CID shall not release the CID from their obligation to pay rent and comply with the other conditions of this Lease.

31. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by the City and the CID after the date hereof. This Lease may be executed in multiple counterparts and all counterparts taken together shall constitute one complete agreement. This Lease shall not be modified or amended in any respect unless such amendment or modification is in writing executed by the parties to this Lease. Scanned signatures to this Lease shall have the same binding effect as production of original signatures. If any provision of this Lease or any term, paragraph, sentence, clause, phrase, or word appearing herein is judicially or administratively held invalid or unenforceable for any reason, such holding shall not be deemed to affect, alter, modify, or impair in any manner any other provision, term, paragraph, sentence, clause, phrase, or word appearing herein.

32. APPROVAL BY THE CITY COUNCIL. This Lease is not effective until ten (10) working days after approval by the City Council by way of an approved ordinance.

33. ESTOPPEL CERTIFICATES. During the Term of this Lease, either party (a “**Requesting Party**”) may request an estoppel certificate from the other party (the “**Requested Party**”), and, if so requested, the Requested Party shall furnish the requested estoppel certificate to the Requesting Party. The Requested Party agrees, within ten (10) days after written request by the Requesting Party, to execute, acknowledge and deliver to and in favor of (i) the Requesting Party or (ii) any proposed mortgagee of or lender to the Requesting Party, assignee or sublessee of

the Lease (each, individually, hereinafter called the “**Interested Party**”), an estoppel certificate in the form customarily used by such Requesting Party or Interested Party, subject to the Requested Party’s reasonable approval of such form, stating, among other things, (i) whether this Lease is in full force and effect, (ii) whether this Lease has been modified or amended and, if so, identifying and describing any such modification or amendment, (iii) the date to which rent or other charges have been paid, and (iv) whether the Requested Party knows of any default on the part of the Requesting Party or has any claim against the Requesting Party and, if so, specifying the nature of such default or claim. The Requesting Party shall, at the request of the Requested Party, furnish to the Requested Party a certificate similar to the estoppel certificate requested by the Requesting Party.

34. NO DISCRIMINATION. CID shall not discriminate and shall comply with Chapter 38 of the City Code of Ordinances and Chapter 213, RSMo.

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS.

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IN WITNESS WHEREOF, each party hereto has caused this Lease to be executed on behalf of such party by an authorized representative as of the date first set forth above.

CID:

West Bottoms Central Community Improvement District,

By: _____

Print Name: _____

Title: _____

Date: _____

CITY:

CITY OF KANSAS CITY, MISSOURI

A Constitutionally Chartered Municipal

Corporation of the State of Missouri

By: _____

Yolanda McKinzy

Director, General Services Department

Date: _____

APPROVED AS TO FORM

By: _____

Abigail Judah, Assistant City Attorney

Finance Certification

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

William Choi

Interim Director of Finance

EXHIBIT A

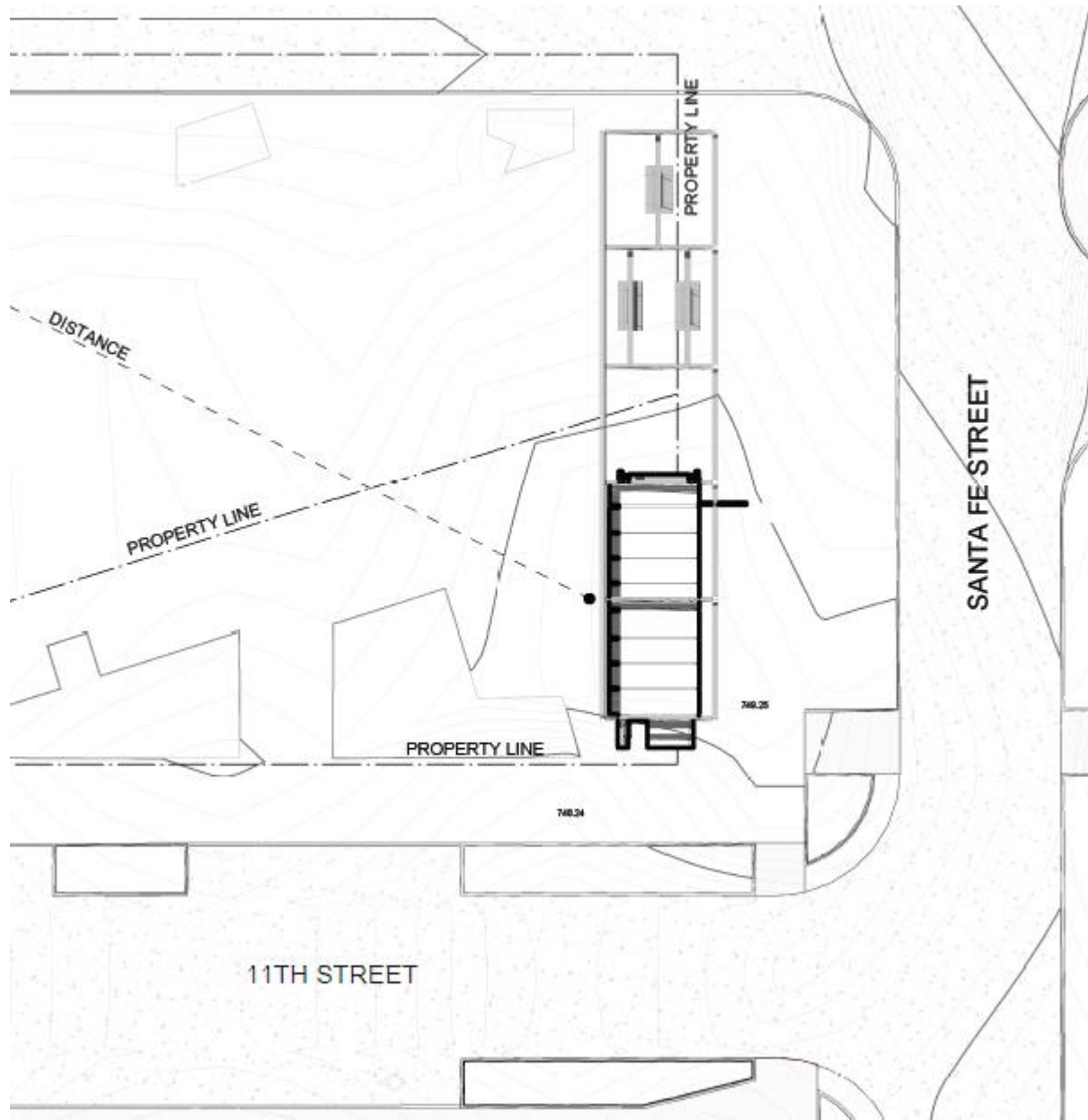


EXHIBIT B

Public Access Easement



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI

01/21/2026 2:45 PM

FEE: \$63.00 15 PGS

INSTRUMENT NUMBER

2026E0005097

THIS SPACE FOR RECORDER'S USE ONLY

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Charles Renner
Husch Blackwell, LLP
4801 Main Street, Ste. 1000
Kansas City, Missouri 64112

Title of Document: Public Access Easement and Maintenance Agreement

Grantor: West Bottoms – Propco Master, LLC, a Delaware limited liability company; West Bottoms – Propco Master II, LLC, a Delaware limited liability company

Grantee: The City of Kansas City, Missouri

Date of Document: January 16, 2026

Grantee's Mailing Address: 1215 Union Ave., Kansas City, MO 64101

Statutory Recording Reference, if any: N/A

Legal Description: See Exhibit A attached hereto

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 R.S.Mo. 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall prevail and control.

PUBLIC ACCESS EASEMENT AND MAINTENANCE AGREEMENT

THIS PUBLIC ACCESS EASEMENT AND MAINTENANCE AGREEMENT (this “**Agreement**”) is dated the 16th day of January, 2026 (“**Effective Date**”), by and between West Bottoms – Propco Master, LLC, a Delaware limited liability company (“**Grantor**”), West Bottoms – Propco Master II, LLC, a Delaware limited liability company (“**Co-Grantor**”), West Bottoms Central Community Improvement District, a community improvement district and political subdivision of the State of Missouri (“**CID**”), and the City of Kansas City, Missouri, a constitutionally chartered municipal corporation of the State of Missouri (“**Grantee**”) (Grantor, Co-Grantor, CID, and Grantee each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

WHEREAS, Grantor is the fee simple owner of that certain real property legally described on **Exhibit “A”** attached hereto and made a part hereof by this reference (“**Grantor Property**”) and Co-Grantor has a leasehold interest in that certain real property as generally depicted on **Exhibit “B”** attached hereto and made a part hereof by this reference (“**KCT Property**”) (Grantor Property and KCT Property are collectively, the “**Property**”); and

WHEREAS, the owner of the KCT Property acknowledges and approves of this Agreement and the incumbrance of the Public Access Easement during the term of the leasehold interest; and

WHEREAS, Grantor, Co-Grantor, and Grantee desire to enter into this Agreement to, inter alia, provide for a non-exclusive public access easement over that certain portion of the Property as legally described on **Exhibit “C”** attached hereto and made a part hereof by this reference (“**Easement Property**”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Easement.

A. Grantor and Co-Grantor hereby establish and create for the benefit of the public a perpetual, non-exclusive easement over, on, and across the Easement Property (“**Public Access Easement**”) for the purposes of temporary gathering, pedestrian ingress and egress, and other general recreational uses to be used for, and accessible to, the public consistent with City-owned parks and remain open to the public between the hours of 5:00 am and midnight (“**Easement Uses**”).

B. Grantor and Co-Grantor grant and convey to Grantee a perpetual, non-exclusive easement over, on, and across the Easement Property for the purpose of constructing, maintaining, repairing, replacing, installing, and removing any public utilities located within the Easement Property. Grantee shall, as soon as practicable after installation of any public utilities

and after all subsequent alterations or repairs thereto or removal thereof, restore the surfaces of the Easement Property to substantially the same condition such surfaces were in prior to such activities. Notwithstanding anything to the contrary in this Agreement, Grantor reserves the right to modify the Easement Property for purposes of maintenance, safety, or logistics, or for any other reason, provided that Grantor gives Grantee prior notice of such modification and such modification does not materially alter the nature of the Easement Property. Grantor shall provide thirty (30) days' notice of proposed modifications to Grantee who shall have the right to reject the proposed modification within fourteen (14) days of such notice. Grantor shall have the right, however, to modify the Easement Property to abate conditions posing an imminent threat to human life or safety and shall provide Grantee notice of the same within twenty-four (24) hours. Except as set forth in Section 5(C) below, no barriers, fences, or other obstructions shall be erected by any Party so as to impede or interfere with use of the Public Access Easement.

2. Maintenance of Easement Property.

A. Upon the terms and subject to the conditions contained in this Agreement, Grantor shall maintain the improvements located on the Easement Property in good repair and condition at Grantor's sole cost and expense in a manner consistent with the City Code of Ordinances. If Grantor fails to maintain the Public Access Easement in the condition required by this Agreement, Grantee shall provide Grantor with a written notice setting forth the maintenance or repair work that Grantee reasonably determines has not been done. In the event Grantor does not commence or contract to commence such maintenance or repair work within forty-five (45) days from the date of receipt of the aforesaid written notice, then (i) Grantee may perform such maintenance or repair work at the cost of Grantor and/or Co-Grantor, invoicing Grantor and/or Co-Grantor for the same; seek default remedies set forth in Section 4; (ii) Grantee may, in its sole determination, terminate this Agreement; or (iii) Grantor may, in its sole determination, terminate this Agreement. In the event Grantor terminates this Agreement pursuant to subsection (iii) of this Section, the CID shall, within one hundred eighty (180) days of such termination, reimburse the City for the cost attributable to the remaining useful life of the City-funded improvements located on the Easement Property, as calculated by the City. Upon such reimbursement, all City-funded improvements located on the Easement Property, shall remain in place and shall automatically become the property of Grantor or Kansas City Terminal Railway Company, a Missouri corporation, as applicable, and their respective successors or assigns.

B. In the event the lease between Co-Grantor and Kansas City Terminal Railway Company, a Missouri corporation, terminates for any reason, the CID, at its sole cost and expense, shall promptly remove and relocate any and all above-ground structural or architectural improvements located on the KCT Property to the Grantor's Property, in a location reasonably acceptable to the Grantor and the Grantee. Such relocation shall be completed in a good and workmanlike manner.

C. Grantor and Co-Grantor hereby grant and convey to Grantee a perpetual easement to enter upon and access the Easement Property for the purpose of accessing, inspecting, repairing, maintaining, and replacing its infrastructure within or near the Public Access Easement.

D. Grantor shall indemnify, defend, and hold harmless Grantee from and against any and all claims, actions, liability and expenses (including reasonable attorney fees)

arising from or out of Grantor's use and ownership of the Easement Property, or the failure of Grantor to maintain and repair the Public Access Easement, except to the extent such claims arise from or relate to the gross negligence or intentionally malicious acts of an indemnified party.

3. **Amendment.** Except as set forth in Section 2(A), this Agreement and any provision herein contained may be terminated, extended, modified or amended only with the express written consent of the Parties.

4. **Default and Remedies.** The Parties agree that the provisions of this Agreement will be enforced as follows:

A. **Injunctive Relief.** In the event of any violation or threatened violation by any Party of any of the provisions of this Agreement, in addition to the right to collect damages and other remedies available at law or equity, each Party will have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of the violation will be given to the Party claimed to have committed such violation.

B. **Force Majeure.** If performance of any action by any Party is prevented or delayed by act of God, war, labor disputes, or other cause beyond the reasonable control of such Party, the time for the performance of such action will be extended for the period that such action is delayed or prevented by such cause beyond the control of such Party.

C. **Notice of Default.** A Party will not be in default under this Agreement unless the Party has received written notice specifying the nature of such default and has failed to cure or commence appropriate action to cure such default within the times herein provided.

5. Prohibited Uses and Restrictive Covenants.

A. The Public Access Easement shall only be used for the Easement Use. For the sake of clarity, the Public Access Easement shall not be used for any loitering or overnight sleeping or long-term occupancy of any kind.

B. Grantor shall have the right to establish and enforce such rules and regulations applicable to the Public Access Easement for construction, maintenance, operation, safety, and security, including but not limited to setting quiet hours, setting hours of availability, or restricting activities within the Public Access Easement that are outside the Easement Use, notwithstanding the foregoing, such rules, regulations, and restrictions shall be consistent with those imposed in City-owned parks.

C. Grantor may temporarily close the Public Access Easement, in full or in part, for a reasonable amount of time to effectuate construction works, events, or any other lawful purpose, provide that (i) Grantor gives Grantee prior notice of said temporary closure, (ii) Grantor does not close the Public Access Easement more than thirty (30) days per calendar year for events, and (iii) Grantor does not close the Public Access Easement for more than three (3) consecutive days. If the Grantor wishes to close the Public Access Easement for more than three (3) consecutive days, then the Grantor shall obtain written approval from the Grantee.

6. Insurance. Grantor and Co-Grantor shall procure and maintain, and shall require its contractors to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below. Grantor and Co-Grantor shall ensure that City is named as an additional insured on its and its contractors' policies.

A. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.

B. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers' Compensation	Statutory
Employers' Liability with limits of:	\$100,000 each accident \$500,000 disease –policy limit \$100,000 disease - each employee

C. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Agreement.

D. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$ 2,000,000.

E. Grantor and Co-Grantor shall deliver to City, prior to the start of any work at the Property area, properly completed certificates of insurance or other evidence that the required insurance is in full force and effect, in a form acceptable to City. The receipt or acceptance of a certificate of insurance that does not incorporate the required terms and coverage shall not constitute a waiver by City of the insurance requirements contained in this License.

F. All policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Property Owner and its contractors will contain waiver provisions. The certificates of insurance will also contain a provision stating that should any of

the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

G. If the coverage afforded is cancelled or changed or its renewal is refused, Grantor and Co-Grantor shall endeavor to give at least thirty (30) days prior written notice to City.

H. Regardless of any approval by City, it is the responsibility of Grantor and Co-Grantor to ensure that the required insurance coverage is procured and maintained in effect at all times. In the event Grantor and Co-Grantor fail to ensure that the required insurance is procured and maintained in effect, or that City is named as an additional insured, City may pursue any other remedies for breach of this Agreement as provided for herein and by law.

7. Miscellaneous. The Parties further agree as follows:

A. **Notices.** All notices, statements, demands, approvals, and other communications given pursuant to this Agreement will be in writing and shall be served either personally or by certified mail, or by any other delivery service which obtains a receipt for delivery unless any such notice required by law and such law provides a different form of delivery or service. Any such notice or demand served personally shall be delivered to the Party being served (provided that such notice may be delivered to the receptionist or any other person apparently in charge of such Party's office at its address hereinafter set forth), and shall be deemed complete upon the day of actual or attempted delivery, as shown by an affidavit of the person so delivering such notice. Any notice so served by certified mail shall be deposited in the United States Mail with postage thereon fully prepaid and addressed to the party or parties so to be served at its address hereinafter stated and service of any such notice by Certified Mail shall be deemed complete on the date of actual or attempted delivery as shown by the Certified Mail receipt. Service of any such notice by another delivery service shall be deemed complete upon the date of actual or attempted delivery as shown on the receipt obtained by such delivery service.

Notices to the Grantor shall be addressed to:

c/o SomeraRoad
One Hanover Square
New York NY 10004
Attn: Bronte Prins, Esq.
Email: bronte@someraroadinc.com

with a copy to:

Charles Renner
Husch Blackwell LLP
4801 Main Street, Ste. 1000
Kansas City, MO 64112
Email: Charles.Renner@huschblackwell.com

Notices to the Co-Grantor shall be addressed to:

c/o SomeraRoad
One Hanover Square
New York NY 10004
Attn: Bronte Prins, Esq.
Email: bronte@someraroadinc.com

Notices to the CID shall be addressed to:

District Manager
West Bottoms Central Community Improvement District
c/o Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112

Notices to the Grantee shall be addressed to:

Office of City Manager
City of Kansas City, Missouri
Attn: City Manager
414 East 12th Street, 29th Floor
Kansas City, Missouri 64106

with a copy to:

Law Department
City of Kansas City, Missouri
Attn: City Attorney
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106

B. **Attorneys' Fees.** If any Party institutes any action or proceeding against the other Party relating to the provisions of this Agreement or any default hereunder, each Party shall bear its own expenses incurred.

C. **Waiver of Default.** No waiver of any default by any Party will be implied from the failure by any other Party to take any action in respect of such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. The rights and remedies provided by this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any Party might otherwise have by virtue of a default under this Agreement and the exercise of any right or remedy by any Party will not impair such Party's standing to exercise any other right or remedy.

D. **Governing Law; Severability.** This Agreement will be construed in accordance with the laws of the State of Missouri. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the

provisions hereof shall remain in full force and effect and shall not be otherwise affected, impaired or invalidated.

E. **Binding Effect.** The provisions of this Agreement will be binding on the Parties hereto and their respective successors, assigns, and mortgagees to the extent herein provided, including, but not limited to, Co-Grantor's successors and assigns with respect to the leasehold or any other interest in the KCT Property.

F. **Counterparts.** This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

G. **Further Cooperation.** Each Party agrees to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this Agreement. This Agreement will be recorded in the office of the Recorder of Deeds for Jackson County, Missouri.

H. **No Waiver of Sovereign Immunity.** In no event shall the language in this Public Access Easement constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions and by law.

[Signature pages follow]

IN WITNESS WHEREOF, this instrument has been executed effective as of the date first above written.

GRANTOR:

West Bottoms – Propco Master, LLC, a Delaware limited liability company

By: [Signature]
Name: Fergus Campbell
Title: Authorized Signatory

STATE OF New York §
COUNTY OF New York §

The foregoing instrument was ACKNOWLEDGED before me this 8 day of January, 2025, by Fergus Campbell, the Authorized Signatory of West Bottoms – Propco Master, LLC, a Delaware limited liability company, on behalf of said company.

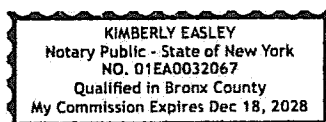
[SEAL]

My Commission Expires:

12/18/2028

Kimberly Easley
Notary Public, State of New York

Kimberly Easley
Printed Name of Notary Public



IN WITNESS WHEREOF, this instrument has been executed effective as of the date first above written.

CO-GRANTOR:

West Bottoms – Propco Master II, LLC, a Delaware limited liability company

By: _____

Name: Fergus Campbell

Title: Authorized Signatory

STATE OF New York §
§
COUNTY OF New York §

The foregoing instrument was ACKNOWLEDGED before me this 8 day of January, 2025, by Fergus Campbell, the Authorized Signatory of West Bottoms – Propco Master II, LLC, a Delaware limited liability company, on behalf of said company.

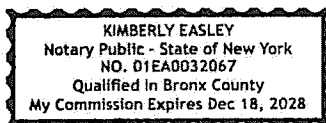
[SEAL]

My Commission Expires:

12/18/2028

Kimberly Easley
Notary Public, State of New York

Kimberly Easley
Printed Name of Notary Public



IN WITNESS WHEREOF, this instrument has been executed effective as of the date first above written.

CID:

**WEST BOTTOMS CENTRAL COMMUNITY
IMPROVEMENT DISTRICT**, a community
improvement district and political subdivision of the
State of Missouri

By: Mark G. Horne
Name: Mark G. Horne D.
Title: President of CID

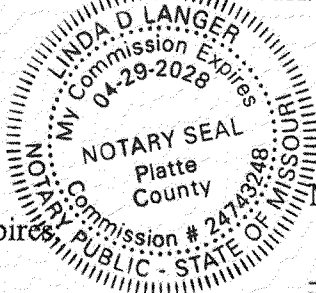
STATE OF Missouri §
§
COUNTY OF Jackson §

The foregoing instrument was ACKNOWLEDGED before me this 16 day of January, 2026, by Mark G. Horne D. the President of West Bottoms Central Community Improvement District, a community improvement district and political subdivision of the State of Missouri.

[SEAL]

My Commission Expires

4.29.28



Notary Public, State of Missouri

Linda D. Langer
Printed Name of Notary Public

IN WITNESS WHEREOF, this instrument has been executed effective as of the date first above written.

GRANTEE:

CITY OF KANSAS CITY, MISSOURI,

By: 
Mario Vasquez, City Manager

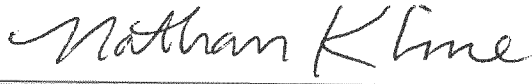
Approved as to form:


Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

BE IT REMEMBERED that on this 5th day of DECEMBER, 2025, before me, the undersigned, a notary public in and for the county and state aforesaid, came Mario Vasquez, City Manager, of Kansas City, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, pursuant to Ordinance No. 250972, who is personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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


Notary Public

My Commission Expires: 5/8/29

Nathan Kline
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires 5/8/2029
Commission # 17501732

EXHIBIT A

LOTS 17, 18, 19, 20, 21, 22, AND 23, BLOCK 43, TURNER & CO'S ADDITION TO THE CITY OF KANSAS, NOW KANSAS CITY, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, EXCEPT THE NORTH 2.00 FEET THEREOF.

ALSO, LESS AND EXCEPT, that 0.13 acre triangular tract of land beginning at the Southeast corner of the above described property; thence Westerly along the North right of way line of 11th Street a distance of 192.11 feet; thence Northeasterly a distance of 201.19 feet to a point on the east line of the above described property; thence southerly along said east line a distance of 60.00 feet to the point of beginning, as generally depicted below.

EXHIBIT B

That 0.13 acre triangular tract of land beginning at the Southeast corner of the property described as LOTS 17, 18, 19, 20, 21, 22, AND 23, BLOCK 43, TURNER & CO'S ADDITION TO THE CITY OF KANSAS, NOW KANSAS CITY, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, EXCEPT THE NORTH 2.00 FEET THEREOF; thence Westerly along the North right of way line of 11th Street a distance of 192.11 feet; thence Northeasterly a distance of 201.19 feet to a point on the easy line of the above described property; thence southerly along said east line a distance of 60.00 feet to the point of beginning, as generally depicted below.

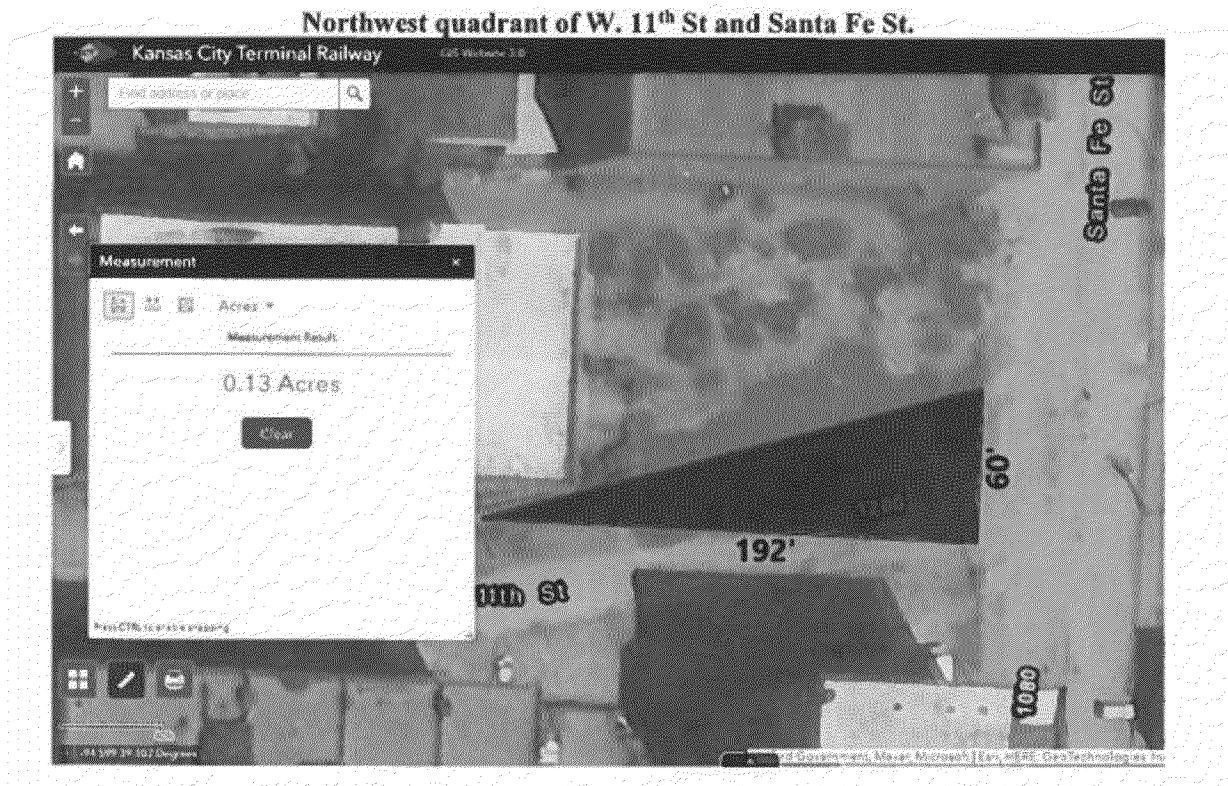


EXHIBIT C

LOTS 17, 18, 19, 20, 21, 22, AND 23, BLOCK 43, TURNER & CO'S ADDITION TO THE CITY OF KANSAS, NOW KANSAS CITY, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, EXCEPT THE NORTH 2.00 FEET THEREOF, AS MORE GENERALLY DEPICTED BELOW:

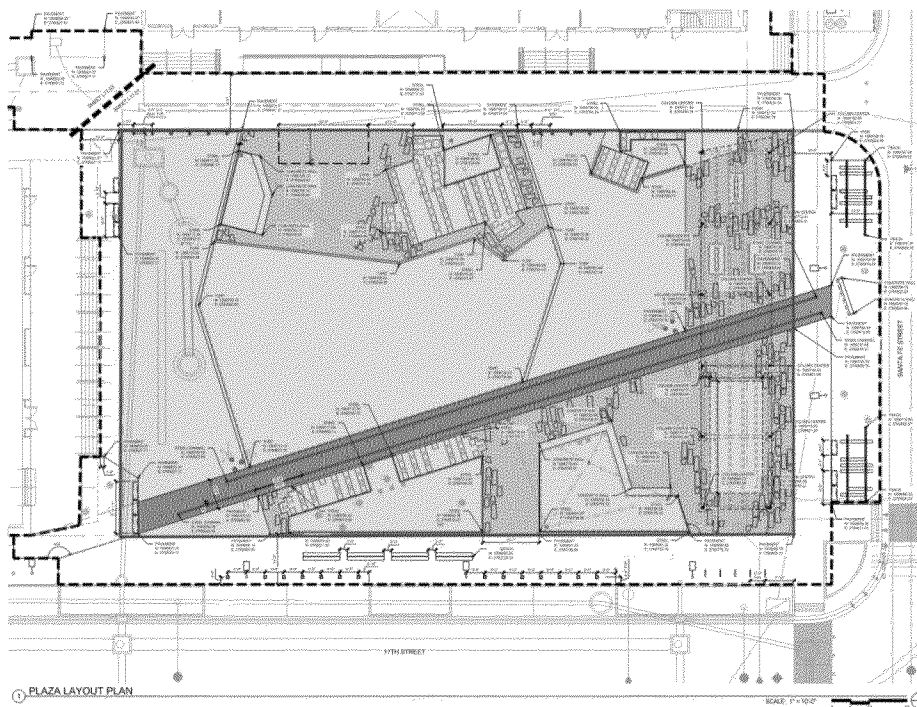
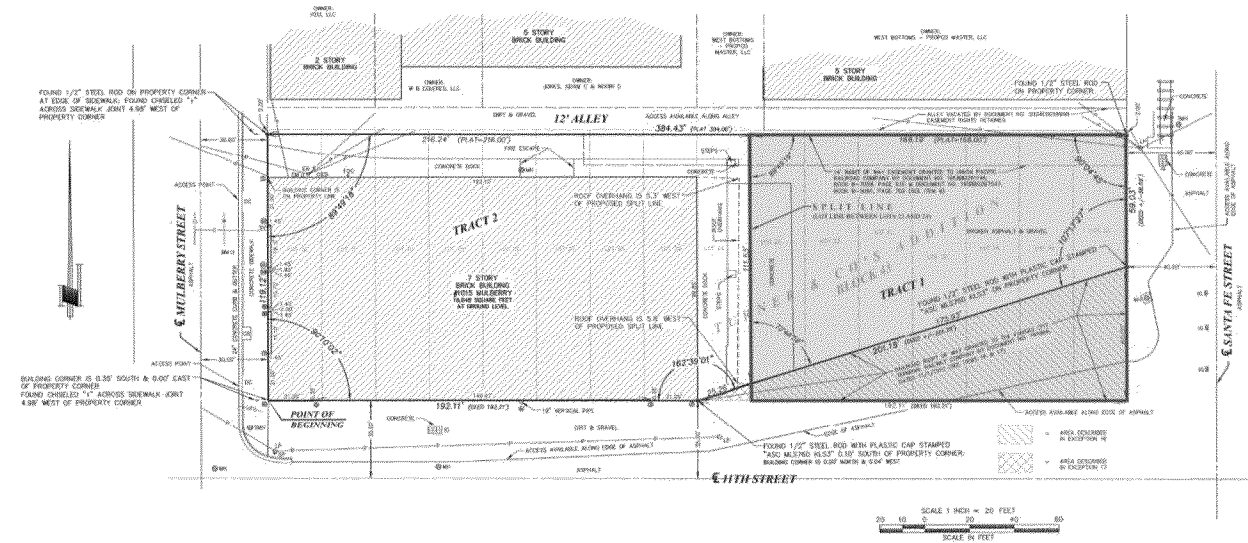


EXHIBIT C
Addendum
City Required Terms and Conditions

1. Records and Audit Requirements.

a. For the purposes of this Section:

1) The “City” shall mean the City Auditor, the City’s Internal Auditor, the City’s Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Agreement and their delegates and agents.

2) “Records” shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Agreement and all amendments and renewals of this Agreement.

b. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Agreement and all Agreement amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days’ written notice from the City.

2. Affirmative Action. If this Agreement exceeds \$300,000.00 and Contractor employs fifty (50) or more employees, Contractor shall comply with the City’s Affirmative Action requirements in accordance with the provisions of Chapter 3 of the City’s Code, the rules and regulations relating to those sections, and any additions or amendments thereto. In executing this Agreement subject to said provisions, if such conditions are triggered, Contractor warrants that it will put into place an affirmative action program and will maintain the affirmation action program in place for the duration of the Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement provides for a pro bono engagement where the City will only be responsible for reimbursement of Contractor’s expenses, which will not exceed \$50,000.00, as set forth herein. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City’s Code.

a. For the purposes of this Section, “Subcontractor” shall mean any subcontractors, affiliates, or delegates with whom Contractor subcontracts or to whom Contractor delegates any of its obligations under this Agreement.

b. In the event this Agreement exceeds \$300,000.00 and Contractor employs fifty (50) or more employees, Contractor shall:

1) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Agreement;

2) Submit, in print or electronic format, a copy of Contractor’s current certificate of compliance to the City’s Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Agreement, unless a copy has already been submitted to CREO at any point within the previous

two calendar years, and if, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Agreement, unless a copy has already been submitted to CREO at any point within the previous two calendar years;

3) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract; and

4) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

c. The City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision, if applicable. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Agreement and this Agreement may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by the City for a period of one (1) year. This is a material term of this Agreement.

3. Tax Compliance. Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this Agreement or any contract renewal when the total contract amount exceeds \$160,000.00. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement provides for a pro bono engagement where the City will only be responsible for reimbursement of Contractor's expenses, which will not exceed \$50,000.00, as set forth herein. If Contractor performs work on a contract that is for a term longer than one year, Contractor also shall submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the contract.

4. Employee Eligibility Verification. If this Agreement exceeds five thousand dollars (\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U. S. C. § 1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security

(E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at [www.dhs.gov/ files/programs/gc_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm). For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to the City prior to execution of this Agreement, or at any point during the term of this Agreement if requested by the City.

5. Anti-Discrimination Against Israel. If this Agreement exceeds \$100,000.00 and Contractor employs at least ten (10) employees, pursuant to Section 34.600, RSMo., by executing this Agreement, Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement provides for a pro bono engagement where the City will only be responsible for reimbursement of Contractor's expenses, which will not exceed \$50,000.00, as set forth herein.

6. Non-Discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

7. Ban the Box in Hiring and Promotion.

a. Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

b. Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

c. This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

8. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be

denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

9. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.