

HUSCH BLACKWELL

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August 27, 2020

VIA ELECTRONIC MAIL

Ms. Marilyn Sanders
City Clerk
25th Floor, City Hall
414 East 12th Street -
Kansas City, MO 64106

Re: Creekwood Commons Community Improvement District ("District")

Dear Sir or Madame:

On behalf of the District, and as required by the Missouri Community Improvement District Act, Section 67.1401-67.1571 of the Revised Statute of Missouri (the "Act"), and more specifically, Section 67.1471.4 of the Act, we submit the following documentation:

1. Annual report for fiscal year 2020; and
2. Copies of each Resolution passed by the Board of Directors of the District during fiscal year 2020.

If you have any questions concerning any of the enclosed, please contact me as soon as possible.

Sincerely,

A handwritten signature in cursive script that reads "Christina Hall".

Christina Hall,
Paralegal Assistant

ANNUAL REPORT FOR
THE CREEKWOOD COMMONS
COMMUNITY IMPROVEMENT DISTRICT (“CID”)

SECTION I

Date: August 27, 2020

CID Contact Information: Phuong Thai
pthai@bigcentersusa.com
(480)887-0100

Political Subdivision or Not for Profit: Political Subdivision

Date of and Ordinance No: October 6th, 2016 Ordinance No. 160714

SECTION II

PURPOSES OF CID AND SERVICES PERFORMED DURING FISCAL YEAR:

The purposes of the District are to: (a) provide or cause to be provided for the benefit of the District, certain services (the “Eligible Services”) described in Paragraph B of this Article; (b) issue obligations (“CID Obligations”) to finance the costs of the Eligible Services, other costs incurred by the District to carry out its purposes, and costs of issuance, capitalized interest and a debt service reserve fund related to the issuance of the CID Obligations; and (c) authorize and collect a sales tax.

The District’s purposes shall be implemented according to the provisions of Section 67.1461 (“Powers of the District”) of the Act. The District will serve as an economic development tool that allows landowners in the District to: (a) coordinate efforts to improve the District and meet the District purposes; (b) plan Eligible Services and/or any other public improvements which are deemed by the District to be necessary and desirable to the economic viability of the District; (c) implement the Eligible Services and any other public improvements; (d) share the costs incurred by the District through sales taxes, fees, rents and other charges which are imposed and collected in accordance with this Petition and the Act; and (e) support the financing of other economic development undertakings within the boundaries of the District.

The Eligible Services shall generally include, but are not necessarily limited to: (a) preparation and implementation of a Master Plan for the District including the implementation of a comprehensive Image and Marketing Plan; (b) employing and/or contracting for personnel and services necessary to carry out the purposes of the District, including improved safety and assistance to patrons within the District; (c) providing maintenance of public areas within the District; (d) providing site improvement and transportation-related improvements within the District; and (e) advocating and providing assistance to attract further investment within the District.

SECTION III

BOARD MEMBERS AS OF DATE OF MOST RECENT ANNUAL MEETING:

Roxie Curtis

Amanda Habiger

Stephanie Kingrey

Stephanie King

Dan Sweeney

SECTION IV

REVENUE AND EXPENSES FY 2020 (MAY 1, 2019 – APRIL 30, 2020)

| | | |
|---|---------------------|---------------------|
| INCOME: | | |
| a) Beginning Balance | | \$364,964.46 |
| b) MO DOR Sales | | \$495,021.68 |
| c) Use Tax | | \$5,071.88 |
| d) Interest | | \$1,763.49 |
| e) April 2019 sales tax collection received in May 2019 | | \$15,573.66 |
| f) April 2020 sales tax collection due from DOR | | -\$14,968.85 |
| TOTAL INCOME | | \$867,426.32 |
| EXPENSES: | | |
| I. Administrative: | | |
| a) Legal Fees | \$7,186.83 | |
| b) Accounting Fees | \$1,760.00 | |
| c) Audit Fees | \$5,000.00 | |
| c) Bank Fees | \$0.00 | |
| d) Operating Costs - Other | \$221.98 | |
| e) Insurance | \$1,213.00 | |
| SUB-TOTAL | \$15,381.81 | |
| II. Services: | | |
| a) Repairs & Maintenance | \$9,205.60 | |
| b) Landscaping | \$36,525.92 | |
| c) Sweeping | \$21,520.00 | |
| d) Snow Removal | \$0.00 | |
| e) Parking Lot Maintenance & Repair | \$48,339.37 | |
| f) Sidewalk & Curb Repair | \$0.00 | |
| g) Security | \$4,536.00 | |
| h) Trash Clean-Up | \$10,890.18 | |
| SUB-TOTAL | \$131,017.07 | |
| III. Capital Improvements | | |
| a) | | |
| b) | | |
| SUB-TOTAL | \$0.00 | |
| IV. Other | | |
| a) | | |
| b) | | |
| SUB-TOTAL | \$0.00 | |
| EXPENSE TOTAL: | | |
| I. Administrative | \$ | |
| II. Services | \$ | |
| III. Capital Improvements | \$0.00 | |
| IV. Other | \$0.00 | |
| TOTAL EXPENSES | \$146,398.88 | |
| TOTAL INCOME | | \$867,426.32 |
| LESS TOTAL EXPENSES | | \$146,398.88 |
| BALANCE | | \$721,027.44 |

SECTION V

LIST OF RESOLUTIONS APPROVED DURING FISCAL YEAR 2020 (MAY 1, 2019 – APRIL 30, 2020)

| RESOLUTION NUMBER | RESOLUTION TITLE |
|-------------------|---|
| 2019-04 | Resolution Appointing Interim Directors |
| 2019-05 | Resolution Appointing Officers |
| 2019-06 | Resolution Approving Hiring of Big Shopping Centers USA, Inc. to Serve as District Manager of the District and Authorizing the Execution of the District Manager Agreement |
| 2019-07 | Resolution Approving Hiring of Winbury Group of KC, LLC, to Serve as Assistant District Manager of the District and Authorizing the Execution of the Assistant District Manager Agreement |
| 2020-01 | Resolution Appointing Officers |
| 2020-02 | Resolution Approving the Budget |

SUBMIT FORM AND ATTACHMENTS TO:

Missouri Dept. of Economic Development
Attn: CID Annual Report
301 W. High Street, P. O. Box 118
Jefferson City, MO 65102
Phone: 1-573-526-8004
Fax: 1-573-522-9462
Email: missouridevelopment@ded.mo.gov

City Clerk
25th Floor, City Hall
414 E. 12th Street
Kansas City, MO 64106
Phone: (816) 513-3360
Fax: (816) 513-3353
Email: Marilyn.Sanders@kcmo.org

RESOLUTION NO. 2019-04

THE CREEKWOOD COMMONS COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS (THE "BOARD") OF THE CREEKWOOD COMMONS COMMUNITY IMPROVEMENT DISTRICT (THE "DISTRICT") NOMINATING INTERIM DIRECTORS

WHEREAS, the District, which was formed by Ordinance Number 160714 adopted by the City Council of Kansas City, Missouri, is a public body created under the authority of the "Missouri Community Improvement District Act," Section 67.1401, *et seq.*, RSMo, as may be amended (the "Act"); and is transacting business and exercising powers granted by the Act;

WHEREAS, the Petition authorizes the Board of Directors of the District (the "Board") to select qualified individuals to serve as Interim Directors in accordance with the qualifications set forth in the Petition; and

WHEREAS, the Board desires to appoint a slate Interim Directors to serve the remaining terms of Melissa Goodson, Heather Beem, Cynthia Watkins, Connie Carnal, and Francisco Escobar.

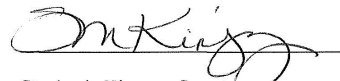
NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Creekwood Commons Community Improvement District, as follows:

1. The Board appoints the following slate to serve as Interim Directors:
 - a. Roxie Curtis shall serve as interim director for the remainder of Melissa Goodson's term ending in October, 2020.
 - b. Amanda Habiger shall serve as interim director for the remainder of Heather Beem's term ending in October, 2020.
 - c. Stephanie Kingrey shall serve as interim director for the remainder of Cynthia Watkins's term ending in October, 2020.
 - d. Stephanie King shall serve as interim director for the remainder of Connie Carnal's term ending in October, 2022.
 - e. Dan Sweeney shall serve as interim director for the remainder of Francisco Escobar's term ending in October, 2022.
2. The District's Legal Counsel is authorized to take all actions necessary to carry out this Resolution;
3. This Resolution shall take effect immediately.

Adopted this 14th day of August, 2019.


Roxie Curtis, Chairman

ATTEST:


Stephanie Kingrey, Secretary

RESOLUTION NO. 2019-05

THE CREEKWOOD COMMONS COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS (THE "BOARD") OF THE CREEKWOOD COMMONS COMMUNITY IMPROVEMENT DISTRICT (THE "DISTRICT") APPOINTING OFFICERS


WHEREAS, the District, which was formed by Ordinance Number 160714 adopted by the City Council of the City of Kansas City, Missouri, is a public body created under the authority of the "Missouri Community Improvement District Act," Section 67.1401, *et seq.*, RSMo, as may be amended (the "Act"); and is transacting business and exercising powers granted by the Act;

WHEREAS, the Board of Directors (the "Board") of the District shall appoint a Chairman, Vice Chairman, Secretary, Treasurer and District Manager in accordance with the District's bylaws.

NOW, THEREFORE, BE IT RESOLVED by the Board of the District as follows:

1. Roxie Curtis is appointed Chairman of the District.
2. Amanda Habiger is appointed Vice Chairman of the District.
3. Stephanie Kingrey is appointed Secretary of the District.
4. Stephanie King is appointed Treasurer of the District.
5. Big Shopping Centers USA, Inc. is appointed District Manager of the District.
6. This resolution shall take effect immediately.

Adopted this 14th day of August, 2019.



Roxie Curtis, Chairman

ATTEST:



Stephanie Kingrey, Secretary

RESOLUTION NO. 2019-06

THE CREEKWOOD COMMONS COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS (THE "BOARD") OF THE CREEKWOOD COMMONS COMMUNITY IMPROVEMENT DISTRICT (THE "DISTRICT") APPROVING HIRING OF BIG SHOPPING CENTERS USA, INC. TO SERVE AS DISTRICT MANAGER OF THE DISTRICT AND AUTHORIZING THE EXECUTION OF THE DISTRICT MANAGER AGREEMENT

WHEREAS, the District, which was formed by Ordinance Number 160714 adopted by the City Council of the City of Kansas City, Missouri, is a public body created under the authority of the "Missouri Community Improvement District Act," Section 67.1401, *et seq.*, RSMo, as may be amended (the "Act"); and is transacting business and exercising powers granted by the Act;

WHEREAS, pursuant to Section 67.1461 of the Act, the District may employ or contract managerial and other necessary services;

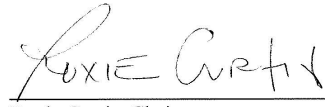
WHEREAS, on August 14, 2019, the Board appointed Big Shopping Centers USA, Inc., to serve as District Manager of the District, by Resolution No. 2019-05 (the "Prior Resolution")

WHEREAS, the Board desires to authorize the Chairman to enter into a contract with Big Shopping Centers USA, Inc. for its services as the District Manager.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board hereby authorizes the Chairman to execute a contract with Big Shopping Centers USA, Inc. for its services as District Manager, which contract shall be in substantially the format attached hereto as **Exhibit A**.
2. That the Chairman is authorized and directed to take all further action necessary to carry out the purpose and intent of the Prior Resolution and this Resolution.
3. This resolution shall take effect immediately.

Adopted this 14th day of August, 2019.


Roxie Curtis, Chairman

ATTEST:


Stephanie Kingrey, Secretary

EXHIBIT A

DISTRICT MANAGER AGREEMENT

This District Management Agreement (the "Agreement") is made effective as of the 31st day of July 2019 (the "Effective Date") by and between **BIG SHOPPING CENTERS USA, INC.**, a Delaware corporation (the "Manager"), and **THE CREEKWOOD COMMONS COMMUNITY IMPROVEMENT DISTRICT** (the "District")

WHEREAS, the District, which was formed by Committee Substitute for Ordinance No. 160714 adopted by the City Council of the City of Kansas City, Missouri (the "City"), is a public body created under the authority of the "Missouri Community Improvement District Act," Section 67.1401, et seq., RSMo, as may be amended (the "Act"); and is transacting business and exercising powers granted by the Act;

WHEREAS, the District was established in order to: (1) provide or cause to be provided, within and for the benefit of the District, the following services (collectively, the "Eligible Services"): (a) prepare and implement a master plan for the District including the implementation of a comprehensive image and marketing plan; (b) employ and/or contract for personnel and services necessary to carry out the purposes of the District, including improved safety and assistance to patrons within the District; (c) provide maintenance, repair and renovation of public areas within the District; (d) advocate and provide assistance to attract further investment within the District; (2) issue obligations, as necessary, to finance: (a) the costs of the Eligible Services; (b) other costs incurred by the District to carry out the District Purposes; (c) costs of issuance; (d) capitalized interest; (e) debt service reserves; (3) authorize and collect sales tax authorized pursuant to the petition to form the District and the Act; and (4) provide for any other actions required in the furtherance of the above stated objectives (collectively, the "District Purposes"), as the Board of Directors of the District (the "Board") deems necessary, and as authorized pursuant to the Act;

WHEREAS, the District acknowledges that Manager does not have the expertise and capacity for the provision of the Eligible Services, however, Manager employs staff who shall engage service providers with the expertise and capacity for the provision of such Eligible Services, as well as to provide for other administrative services and materials required by the District; and

WHEREAS, the District desires to employ Manager to serve as the district manager of the District;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE 1 - TERM OF AGREEMENT.

1.1 This Agreement shall commence on the Effective Date and shall terminate upon dissolution of the District in accordance with the Act or the earlier termination of this Agreement in accordance with the terms set forth herein.

1.2 Notwithstanding anything contained in this Agreement to the contrary, either party may terminate this Agreement with or without cause upon giving thirty (30) days written notice to the other party. In the event of termination, each party shall cooperate with the other to effectuate the timely transition of services to the new district manager.

ARTICLE 2 – SCOPE OF SERVICES.

Manager shall serve as the district manager of the District and, subject to the control of the Board, shall in general supervise and engage service providers with the expertise and capacity for the provision of the Eligible Services on behalf of the District and shall perform the daily duties as outlined below (the "Services"):

- (a) establish and/or maintain, with the consent of the Board, financial accounts, deposit and disbursement procedures, and accounting procedures.
- (b) annually prepare a budget (the "Budget"), consistent with the District Purposes, and submit the Budget to the City Clerk no later than January 31st of each year.
- (c) prepare and submit to the City Clerk and the Missouri Department of Economic Development an annual report (the "Annual Report") no later than August 28th of each year stating the services provided, revenues collected and expenditures made by the District during the District's prior fiscal year, and copies of all written resolutions approved by the Board during the prior fiscal year.
- (d) sign and deliver all agreements, documents and instruments executed in the name of the District to the extent reasonably acceptable to Manager after advice of all representatives and service providers engaged by Manager for the District.
- (e) oversee and manage the District Purposes as approved by the Board and provide reports as reasonably requested by the Board.
- (f) monitor insurance contracts for renewal/expiration and maintain asset inventory and contractor files, the cost(s) of which shall be paid for by the District.
- (g) provide other service and materials that the district manager may reasonably request.

ARTICLE 3 – COMPENSATION.

Manager shall not receive any fee or other compensation for performing the Services; provided however, the District will reimburse Manager for all reasonable expenses incurred in connection with performing the Services, including without limitation, the cost of legal counsel and insurance (as required herein).

ARTICLE 4 - STANDARD OF CARE.

The District acknowledges that Manager does not have the expertise and capacity for the provision of the Eligible Services, however, Manager employs staff who shall exercise that degree of care, expertise, skill and diligence in the hiring of service providers for the performance of the Eligible Services, who shall then perform said Eligible Services with the same degree of care, expertise, skill and diligence as possessed and exercised by other persons providing the same type of services, under similar circumstances.

ARTICLE 5 – INDEMNIFICATION AND LIABILITY.

5.1 Indemnification. Manager agrees to indemnify and hold the District harmless from and against all losses, damages, costs and expenses incurred by the Manager, if and to the extent such losses, damages, costs or expenses are caused by Manager's negligence or willful misconduct in performing or failing to perform any covenant, agreement or obligation imposed or created by this Agreement. To the extent permitted by law, the District shall indemnify Manager and hold Manager harmless with respect to any loss or damage claimed by third parties solely arising out of Manager's actions as an agent for the District, provided that such loss or damage was not caused by the fault or negligence of Manager.

5.2 Survival. The terms and conditions of this Article 5 shall survive expiration or earlier termination of this Agreement by five (5) years.

ARTICLE 6 – INSURANCE.

The District, at the District's expense, shall maintain Directors and Officers liability insurance insuring the District and Manager (as an officer of the District), and shall provide Manager with certificate(s) of insurance naming the District and Manager as named insureds on all policies required to be carried by the District. Notwithstanding anything contained herein to the contrary, during the term of this Agreement, Manager shall maintain and pay, at Manager's sole expense, such workers' compensation, employers' liability or similar insurance as may be required by law for its staff.

ARTICLE 7 – NOTICES.

Any notice, approval or other communication pursuant to this Agreement shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by electronic mail, personal delivery, courier, reliable overnight delivery, or deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party:

| | |
|-----------|--|
| District: | Creekwood Commons Community Improvement District |
| | c/o Husch Blackwell, LLP |
| | Attention: Charles Renner |
| | 4801 Main Street, Suite 1000 |
| | Kansas City, MO 64112 |

Manager: BIG Shopping Centers USA, Inc.
One E Washington Street, Suite 430
Phoenix, AZ 85004
Attn: Rajanuma Srinarayana

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

ARTICLE 8 – DISPUTES.

In the event any litigation ensues with respect to the rights, duties and obligations of the parties under this Agreement, the unsuccessful party in any such action or proceeding shall pay for all costs, expenses and reasonable attorney's fees incurred by the prevailing party in enforcing the covenants and agreements of this Agreement. The term "prevailing party," as used herein, shall include, without limitation, a party who (i) obtains legal counsel and either brings an action against the other party or asserts counterclaims in an action brought by the other party, in either case by reason of the other party's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment. During the pendency of any dispute, the Parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 9 – WAIVER.

Failure by either party to enforce any of the provisions hereof for any length of time shall not be deemed a waiver of its rights set forth in this Agreement. Such a waiver may be made only by an instrument in writing signed by the party sought to be charged with the waiver. No waiver of any condition or covenant of this Agreement shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant.

ARTICLE 10 – SEVERABILITY.

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

ARTICLE 11 – ENTIRE AGREEMENT; GOVERNING LAW.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations

with respect thereto. This Agreement may be amended only by a written instrument signed by both parties. This Agreement shall be governed by the laws of the State of Missouri.

ARTICLE 12 – ASSIGNMENT.

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

ARTICLE 13 – REPRESENTATIONS AND WARRANTIES.

15.1 Manager represents and warrants as follows:

- a. Manager is a duly established limited liability company, validly existing and in good standing under the laws of the State of Missouri.
- b. The execution, delivery and performance of this Agreement have been approved by all required action of Manager, and when executed and delivered, this Agreement constitutes a valid obligation binding on Manager. To the best knowledge of Manager, the execution, delivery and performance of this Agreement does not violate the terms of any other agreement to which Manager is a party.


15.2 The District represents and warrants as follows:

- a. The District is a Missouri political subdivision organized for the purpose of operating as a community improvement district pursuant to the Act.
- b. The execution, delivery and performance of this Agreement has been approved by all required action of District and, when executed and delivered, this Agreement constitutes a valid obligation binding on the District. To the best knowledge of the District, the execution, delivery and performance of this Agreement does not violate the terms of any other agreement to which the District is a party.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Manager and the District have executed this Agreement as of the Effective Date.

BIG Shopping Centers USA, Inc., LLC,
a Delaware corporation

By: 
Name: Elad Pedy
Title: CFO
Date: 7/31/2019

Creekwood Commons Community Improvement District

By: 
Name: ROXIE CURTIS
Title: Chairman of the Board
Date: 7/31/2019

RESOLUTION NO. 2019-07

THE CREEKWOOD COMMONS COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS (THE "BOARD") OF THE CREEKWOOD COMMONS COMMUNITY IMPROVEMENT DISTRICT (THE "DISTRICT") APPROVING HIRING OF WINBURY GROUP OF KC, LLC, TO SERVE AS ASSISTANT DISTRICT MANAGER OF THE DISTRICT AND AUTHORIZING THE EXECUTION OF THE ASSISTANT DISTRICT MANAGER AGREEMENT

WHEREAS, the District, which was formed by Ordinance Number 160714 adopted by the City Council of the City of Kansas City, Missouri, is a public body created under the authority of the "Missouri Community Improvement District Act," Section 67.1401, *et seq.*, RSMo, as may be amended (the "Act"); and is transacting business and exercising powers granted by the Act;

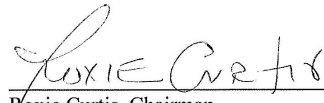
WHEREAS, pursuant to Section 67.1461 of the Act, the District may employ or contract managerial and other necessary services;

WHEREAS, the Board desires to employ Winbury Group of KC, LLC, ("Winbury") to provide certain administrative services and to serve as the assistant district manager of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board hereby authorizes the Chairman to execute a contract with Winbury to provide certain administrative services and to serve as the assistant district manager of the District, which contract shall be in substantially the format attached hereto as **Exhibit A**.
2. That the Chairman is authorized and directed to take all further action necessary to carry out the purpose and intent of the this Resolution.
3. This resolution shall take effect immediately.

Adopted this 14th day of August, 2019.


Roxie Curtis, Chairman

ATTEST:


Stephanie Kingrey, Secretary

EXHIBIT A

ASSISTANT DISTRICT MANAGER AGREEMENT

This Assistant District Management Agreement (the "Agreement") is made effective as of the 31st day of July 2019 (the "Effective Date") by and between **WINBURY GROUP OF KC, LLC**, a Missouri limited liability corporation (the "Assistant Manager"), and **THE CREEKWOOD COMMONS COMMUNITY IMPROVEMENT DISTRICT** (the "District")

WHEREAS, the District, which was formed by Committee Substitute for Ordinance No. 160714 adopted by the City Council of the City of Kansas City, Missouri (the "City"), is a public body created under the authority of the "Missouri Community Improvement District Act," Section 67.1401, et seq., RSMo, as may be amended (the "Act"); and is transacting business and exercising powers granted by the Act;

WHEREAS, the District was established in order to: (1) provide or cause to be provided, within and for the benefit of the District, the following services (collectively, the "Eligible Services"): (a) prepare and implement a master plan for the District including the implementation of a comprehensive image and marketing plan; (b) employ and/or contract for personnel and services necessary to carry out the purposes of the District, including improved safety and assistance to patrons within the District; (c) provide maintenance, repair and renovation of public areas within the District; (d) advocate and provide assistance to attract further investment within the District; (2) issue obligations, as necessary, to finance: (a) the costs of the Eligible Services; (b) other costs incurred by the District to carry out the District Purposes; (c) costs of issuance; (d) capitalized interest; (e) debt service reserves; (3) authorize and collect sales tax authorized pursuant to the petition to form the District and the Act; and (4) provide for any other actions required in the furtherance of the above stated objectives (collectively, the "District Purposes"), as the Board of Directors of the District (the "Board") deems necessary, and as authorized pursuant to the Act; and

WHEREAS, the District desires to employ Assistant Manager to provide certain administrative services and to serve as the assistant district manager of the District;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE 1 - TERM OF AGREEMENT.

1.1 This Agreement shall commence on the Effective Date and shall terminate upon dissolution of the District in accordance with the Act or the earlier termination of this Agreement in accordance with the terms set forth herein.

1.2 Notwithstanding anything contained in this Agreement to the contrary, either party may terminate this Agreement with or without cause at any time upon giving thirty (30) days written notice to the other party. In the event of termination, each party shall cooperate with the other to effectuate the timely transition of services to the new assistant district manager.

ARTICLE 2 - SCOPE OF SERVICES.

Assistant Manager shall perform the duties as outlined below (the "Services"):

- (a) review and analyze the District's proposed annual budget (the "Budget"), to ensure compliance with the District Purposes, and submit the Budget to the Board no later than January 30th of each year.
- (b) review and analyze the District's proposed annual report (the "Annual Report"), for compliance with the requirements set forth in the Act, and submit the Annual Report to the Board no later than August 27th of each year.
- (c) provide other services and materials that the Board may reasonably request at the sole cost and expense of the District.

Notwithstanding anything contained in this Agreement to the contrary, the Services shall not include any services Assistant Manager may perform in connection with Assistant Manager's duties as a director on the Board.

ARTICLE 3 – COMPENSATION.

Assistant Manager shall not receive any fee or other compensation for performing the Services; provided however, the District will reimburse Assistant Manager for all reasonable expenses incurred in connection with performing the Services, including without limitation, the cost of legal counsel and insurance (as required herein).

ARTICLE 4 - STANDARD OF CARE.

Assistant Manager shall exercise that degree of care, expertise, skill and diligence in the performance of the Services as possessed and exercised by other persons providing the same type of services, under similar circumstances.

ARTICLE 5 –LIABILITY.

5.1 Neither party shall be entitled to business interruption, or for any indirect, incidental, special, exemplary, consequential, or punitive damages, including lost profits.

5.2 Survival. The terms and conditions of this Article 5 shall survive expiration or earlier termination of this Agreement.

ARTICLE 6 – INSURANCE.

The District, at the District's expense, shall maintain Directors and Officers liability insurance insuring the District and Assistant Manager (as an officer of the District), and shall provide the Assistant Manager with certificate(s) of insurance naming the District and the Assistant Manager as named insureds on all policies required to be carried by the District. Notwithstanding anything contained herein to the contrary, during the term of this Agreement, the Assistant Manager shall maintain and pay, at the Assistant Manager's sole expense, such

workers' compensation, employers' liability or similar insurance as may be required by law for its staff.

ARTICLE 7 – RELATIONSHIP.

It is the intent of the parties that Assistant Manager shall be an independent contractor in its capacity hereunder. Assistant Manager shall not be deemed or construed to be a partner or joint venturer of or with the District solely by virtue of, or under, this Agreement, and Assistant Manager shall not have the power to bind or obligate the District except as set forth in this Agreement or as otherwise approved in writing by the Party intended to be bound or obligated. Assistant Manager shall not contract on behalf of either the District with any third parties in connection with the rendering of the Services except as authorized in writing by the District.

ARTICLE 8 – NOTICES.

Any notice, approval or other communication pursuant to this Agreement shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by electronic mail, personal delivery, courier, reliable overnight delivery, or deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party:

District: Creekwood Commons Community Improvement District
c/o Husch Blackwell, LLP
Attention: Charles Renner
4801 Main Street, Suite 1000
Kansas City, MO 64112

Assistant Manager: Colliers International
4520 Main Street, Suite 1000
Kansas City, MO 64111
Attn: Jim Unruh

With copy to: Colliers International
666 Fifth Avenue
New York, New York 10103
Attention: Legal Department

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

ARTICLE 9 – DISPUTES.

In the event any litigation ensues with respect to the rights, duties and obligations of the parties under this Agreement, the unsuccessful party in any such action or proceeding shall pay

for all costs, expenses and reasonable attorney's fees incurred by the prevailing party in enforcing the covenants and agreements of this Agreement. The term "prevailing party," as used herein, shall include, without limitation, a party who (i) obtains legal counsel and either brings an action against the other party or asserts counterclaims in an action brought by the other party, in either case by reason of the other party's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment. During the pendency of any dispute, the Parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 10 – WAIVER.

Failure by either party to enforce any of the provisions hereof for any length of time shall not be deemed a waiver of its rights set forth in this Agreement. Such a waiver may be made only by an instrument in writing signed by the party sought to be charged with the waiver. No waiver of any condition or covenant of this Agreement shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant.

ARTICLE 11 – SEVERABILITY.

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

ARTICLE 12 – ENTIRE AGREEMENT; GOVERNING LAW.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by both parties. This Agreement shall be governed by the laws of the State of Missouri.

ARTICLE 13 – ASSIGNMENT.

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

IN WITNESS WHEREOF, Assistant Manager and the District have executed this Agreement as
of the Effective Date.

ASSISTANT MANAGER:

Winbury Group OF KC, LLC,
a Missouri limited liability corporation

By: 

Name: Pat May

Title: CFO/COO

Date: 7/31/2019

DISTRICT:

Creekwood Commons Community Improvement District

By: 

Name: Roxie Curtis

Title: Chairman of the Board

Date: 7/31/2019

RESOLUTION NO. 2020-01

THE CREEKWOOD COMMONS COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS (THE "BOARD") OF THE CREEKWOOD COMMONS COMMUNITY IMPROVEMENT DISTRICT (THE "DISTRICT") APPOINTING OFFICERS

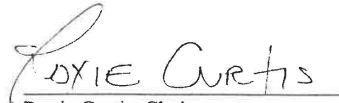
WHEREAS, the District, which was formed by Ordinance Number 160714 adopted by the City Council of the City of Kansas City, Missouri, is a public body created under the authority of the "Missouri Community Improvement District Act," Section 67.1401, *et seq.*, RSMo, as may be amended (the "Act"); and is transacting business and exercising powers granted by the Act;

WHEREAS, the Board of Directors (the "Board") of the District shall appoint a Chairman, Vice Chairman, Secretary, Treasurer and District Manager in accordance with the District's bylaws.

NOW, THEREFORE, BE IT RESOLVED by the Board of the District as follows:

1. Roxie Curtis is appointed Chairman of the District.
2. Amanda Habiger is appointed Vice Chairman of the District.
3. Stephanie Kingrey is appointed Secretary of the District.
4. Stephanie King is appointed Treasurer of the District.
5. Big Shopping Centers USA, Inc. is appointed District Manager of the District.
6. This resolution shall take effect immediately.

Adopted this 27th day of March, 2020.


Roxie Curtis, Chairman

ATTEST:


Stephanie Kingrey, Secretary

RESOLUTION NO. 2020-02

THE CREEKWOOD COMMONS COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS (THE "BOARD") OF THE OF THE CREEKWOOD COMMONS COMMUNITY IMPROVEMENT DISTRICT (THE "DISTRICT") APPROVING THE BUDGET FOR FISCAL YEAR 2021

WHEREAS, the District, which was formed by Ordinance Number 160714 adopted by the City Council of the City of Kansas City, Missouri, is a public body created under the authority of the "Missouri Community Improvement District Act," Section 67.1401, *et seq.*, RSMo, as may be amended (the "Act"); and is transacting business and exercising powers granted by the Act;

WHEREAS, the Board of Directors ("Board") desires to approve the District's proposed budget for fiscal year 2021, in substantially the form attached hereto as Exhibit A.


NOW, THEREFORE, BE IT RESOLVED by the Board of the District, as follows:

Section 1. The Board approves the proposed budget for fiscal year 2021.

Section 2. The Chairman is authorized and directed to take all further action necessary to carry out the purposes and intent of this Resolution.

Section 3. This resolution shall take effect immediately.

Adopted this 27th day of March, 2020.


Roxie Curtis, Chairman

ATTEST:

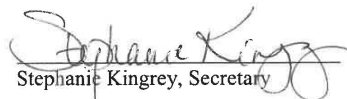

Stephanie Kingrey, Secretary

EXHIBIT A

MAY 1, 2020 – APRIL 30, 2021 BUDGET (FYE-2021) BUDGET MESSAGE:

The Creekwood Commons Community Improvement District (the "District") was formed as a political subdivision of the State of Missouri on July 21, 2016 by virtue of an ordinance approved by the City Council of Kansas City, Missouri. The District will serve as an economic development tool that allows landowners in the District to provide public and private improvements. The District has adopted a fiscal year of May 1st to April 30th.

Important Budget Features:

The District's source of revenue is sales and use taxes pursuant to the Missouri Community Improvement District Act, Sections 67-1545 to 67-1551 of the Missouri Statutes and approved by the qualified voters of the District by a sale tax election held on December 6, 2016.

The District was formed to (i) provide or cause to be provided for the benefit of the District, certain services ("the Eligible Services"), (ii) issue obligations ("CID Obligations") to finance the costs of the Eligible Services, other costs incurred by the District to carry out its purposes, and costs of issuance, capitalized interest and a debt service reserve fund related to the issuance of the CID Debt, (iii) authorize and collect a sales and use tax ("District Sales Tax"), (iv) coordinate efforts to improve the District and meet the District purposes, (v) implement the Eligible Services and public improvements; and (vi) share the costs incurred by the District through sales taxes, fees, rents and other charges which are imposed and collected in accordance with this Petition and the Act, and (vii) support the financing of other economic development undertakings within the boundaries of the District. The Eligible Services may generally include, but are not necessarily limited to, providing maintenance of public areas within the District, site improvement and transportation related improvements within the District, and providing assistance to attract further investment within the District.

Major Changes: None.

| | FYE | 2021* |
|--|-----|--------------|
| FUNDS AVAILABLE: | | |
| - Cash on Hand (Beginning of Fiscal Year) | \$ | 705,409.95 |
| ESTIMATED REVENUE: | | |
| - Sales/Use Tax (1% effective April 1, 2017) | \$ | 486,468.62 |
| TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE: | \$ | 1,191,878.57 |
| ESTIMATED EXPENDITURES: | | |
| -Administrative Costs (e.g., insurance & legal fees) | \$ | 4,213.00 |
| -Audit Costs | \$ | 2,000.00 |
| -Accounting Fees | \$ | 3,500.00 |
| -Janitorial Services | \$ | 12,516.00 |
| -Pressure Washing | \$ | 9,180.00 |
| -Landscaping | \$ | 35,700.00 |
| -Signs & Directories | \$ | 400.00 |
| -Sweeping | \$ | 16,800.00 |
| -Repairs & Maintenance | \$ | 20,000.00 |
| -Parking Lot Maint. & Repair | \$ | 25,000.00 |
| -Sidewalk & Curb Repair | \$ | 219,000.00 |
| -Snow Removal | \$ | 45,000.00 |
| -Security | \$ | 17,248.00 |
| -Holiday Décor | \$ | 2,800.00 |
| TOTAL ESTIMATED EXPENDITURES | \$ | 396,109.00 |
| FUNDS AVAILABLE: | | |
| -Cash on Hand End of Fiscal Year | \$ | 795,769.57 |

*Estimated values.