

## TAX CONTRIBUTION AND DISBURSEMENT AGREEMENT

THIS TAX CONTRIBUTION AGREEMENT (the “**Agreement**”) is made as of the \_\_\_\_ day of April 2024, (the “**Effective Date**”) by and between the **CITY OF KANSAS CITY, MISSOURI** (the “**City**”), the **TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY, MISSOURI** (the “**Commission**”) **HISTORIC NORTHEAST LOFTS LLC**, a Missouri limited liability company (the “**Redeveloper**”) and \_\_\_\_\_ (the “**Cost Certifier**”).

### RECITALS

WHEREAS, the Historic Northeast Tax Increment Financing Plan, as amended (the “**TIF Plan**”), was approved by the City Council by its passage of Ordinance No. 240258 (the “**TIF Ordinance**”); and

WHEREAS, the TIF Plan designated a redevelopment area (the “**Redevelopment Area**”) within the meaning of the Real Property Tax Increment Allocation Redevelopment Act, §§ 99.800 to 99.865 (the “**TIF Act**”); and

WHEREAS, the City Council intends to designate, by ordinance, a redevelopment project area described by the TIF Plan (the “**Redevelopment Project**”) and, upon such designation, authorize tax increment financing within the area encompassed by the Redevelopment Project (the “**Redevelopment Project Area**”); and

WHEREAS, the TIF Plan provides for the construction of (1) approximately 389 multi-family residential units, of which 322 shall be reserved as “affordable housing” for tenants who earn less than 80% of the Kansas City, Missouri median household income (the “**Affordable Housing Units**”), approximately 13,000 square feet of retail space, an approximately 30,000 square foot daycare center and after school program space, and approximately 500 parking spaces (the “**Project Improvements**”) and (2) the construction or reconstruction of public infrastructure improvements, including, but not limited to sanitary and storm sewer, utilities, sidewalks, and any other required or desired infrastructure, that support and enhance the Project Improvements (collectively, the “**Public Improvements**”); and

WHEREAS, the TIF Plan is a comprehensive program intended to eliminate blight and redevelop substandard property, increase employment opportunities, stimulate construction and commercial development and enhance the tax base within the Redevelopment Area through, inter alia, the implementation of the Project Improvements and the Public Improvements; and

WHEREAS, the TIF Plan further provides for the reimbursement of certain Redevelopment Project Costs described by the TIF Plan, which are certified (“**Certified Costs**”) in accordance with the Redevelopment Agreement (as hereinafter defined) in the amount of \$46,433,000, which are defined as “Reimbursable Project Costs” in the TIF Plan, and described on **Exhibit A**, attached hereto, from Economic Activity Taxes and Additional City EATs (the “**Tax Revenue**”) as each are defined in the TIF Plan and as each shall be generated and collected within the Redevelopment Project Area and deposited into the Special Allocation Fund established in connection with the Redevelopment Project Area and maintained by or on behalf of the Commission (the “**Special Allocation Fund**”); and

WHEREAS, on November 30, 2023, the Council, by Ordinance No. 230962 (the “**Affordable Housing Fund Ordinance**”), accepted certain of the recommendations of the Housing Trust Fund Advisory Board, in connection with its review of responses to the Housing Trust Fund III RFP that was issued on July 24, 2023, which included an allocation of \$1,575,000, which are defined as “Other Public Sources” in the TIF Plan, and described on **Exhibit A**, attached hereto (“**Housing Trust Funds**”) toward the cost of constructing the Affordable Housing Units. Housing Trust Funds, together with the Tax Revenue, collectively, shall hereinafter be referred to as the “**Tax Contributions**”; and

WHEREAS, the Redeveloper intends to utilize (1) the proceeds of a loan from the Kansas City Brownfield Revolving Loan Fund in the amount of \$7,000,000, as authorized by Ordinance No.                     , (2) \$350,000 in Energy Rebates, pursuant to \_\_\_\_\_ RSMo., (3) \$18,374,187 in proceeds from the sale of Federal Housing Credits, (4) \$18,206,492 in proceeds from the sale of State Housing Tax Credits, (5) \$43,867,746 in proceeds from the sale of Federal Low Income Housing Rehabilitation Tax Credits, (6) \$2,114,045 in proceeds from the sale of Federal Investment Tax Credits, (7) \$32,803,211 in private debt and (8) \$8,207,874 in deferred development fees to fund all Redevelopment Project Costs not otherwise funded or financed with the Tax Contributions, as more specifically identified on **Exhibit A**, attached hereto; and

WHEREAS, the Commission and Redeveloper intend to enter into an agreement (the “**Redevelopment Agreement**”), which shall provide, among other things, for the implementation of the Project Improvements and Public Improvements and, subject to certain conditions in the Redevelopment Agreement, for the payment of Certified Costs; and

WHEREAS, in accordance with the Redevelopment Agreement and the policies and procedures of the Commission, all Reimbursable Project Costs must be certified for payment or reimbursement by the Cost Certifier (on behalf of the Commission) in order to be paid from the Tax Contributions; and

WHEREAS, the Cost Certifier has been engaged by the Commission to conduct the reviews and provide the approvals necessary for the Commission to authorize direct payment or reimbursement of the Reimbursable Project Costs identified by the TIF Plan; and

WHEREAS, as indicated on **Exhibit A**, attached hereto, it is expected that (i) Tax Revenue deposited into the Special Allocation Fund will be used to fund, or finance through the issuance of Obligations, Redevelopment Project Costs identified under the column “Reimbursable with TIF Revenue” on **Exhibit A**, attached hereto (the “**TIF Improvements**”) and (ii) the Housing Trust Funds contributed to the Commission for deposit into a separate account of the Special Allocation Fund (“**Affordable Housing Funds Account**”) will be used solely to fund Redevelopment Project Costs related to the Affordable Housing Units and identified under the column “Other Public Sources” on **Exhibit A**, provided such costs related to the Affordable Housing Units have been certified by the Commission; and

WHEREAS, the parties hereto now desire to set forth their agreements regarding the utilization of the Tax Contributions for the payment of Certified Costs.

### **Agreement**

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

1. Items Incorporated, Definitions, and Rules of Interpretation.

(a) Attached hereto and made a part hereof as if fully set out herein are:

**Exhibit A:** Estimated Redevelopment Project Costs

**Exhibit B:** Certification of Costs and Payment Procedures

**Exhibit C:** Economic Activity Tax Documentation and Collection Policy

(b) All capitalized words or terms used in this Agreement shall have the meanings set forth in the Recitals or as set forth herein. All other capitalized words or terms used, but not defined, in this Agreement and defined in the TIF Plan shall have the meaning ascribed to them in the TIF Plan.

(c) Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Agreement:

(i) The terms defined in this Agreement, which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that, nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with the express terms of this Agreement.

(ii) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection and exhibit references are to this Agreement, unless otherwise specified. Whenever an item or items are listed after the word “including”, such listing is not intended to be a listing that excludes items not listed.

(iii) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, limited liability companies, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

(iv) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(v) To the extent one or more of the terms and conditions set forth in this Agreement conflict with any one or more of the terms and conditions provided in the Redevelopment Agreement, the terms and conditions of this Agreement shall supersede the Redevelopment Agreement and prevail.

2. Mutual Assistance and Conditions. The parties hereto agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

3. Estimated Redevelopment Project Costs. The total estimated costs to the Redeveloper to implement the Project Improvements and Public Improvements are approximately \$178,931,655, as set forth in detail on Exhibit A attached hereto. The TIF Plan provides for the reimbursement to the Redeveloper of Certified Costs in the amount of \$1,575,000 from the Housing Trust Fund and approximate amount of \$46,433,000 from the proceeds of Obligations secured with Tax Revenue. Notwithstanding anything to the contrary in this Agreement, the Tax Revenue shall not be used to reimburse any Certified Costs, other than those which are specifically identified on Exhibit A under the Column “Reimbursable with TIF Revenue,” and the Housing Trust Funds shall not be used to pay any Certified Costs other than the those which relate to the Affordable Housing Units up to the amount specifically identified on Exhibit A under the column “Other Public Sources”. Redeveloper will comply with the Commission’s Cost Certification Policy, as may be in effect at the time. shall be entitled to transfer amounts among each line item within a cost category on Exhibit A so long as such transfer does not (a) violate the Commission’s Cost Certification Policy; or (b) transfer to line items that are not approved as Reimbursable Project Costs.

4. Additional City EATs. In accordance with the TIF Ordinance and in furtherance of the objectives of the TIF Plan and Redevelopment Agreement, the City agrees to redirect and deposit into an account designated within the Special Allocation Fund (the “**Additional City EATS Account**”) the Additional City EATs to be used to finance a portion of the Certified Costs. The Commission agrees that the proceeds from Obligations secured with Additional City EATs shall only be used to pay those costs that are identified on Exhibit A, under the column “Reimbursable with TIF Revenue.” Notwithstanding anything to the contrary in this Agreement, City’s obligation shall be limited to the Additional City EATs actually generated and collected within the Redevelopment Project Area, such that if the Additional City EATs actually generated and collected within the Redevelopment Project Area are less than projected, the City shall not be obligated to fund the difference from any other source. Such additional amount is identified in this Agreement as the Additional City EATs and shall be measured and limited as follows:

An amount equal to the remaining revenue from taxes imposed by the City and generated by economic activities within the Redevelopment Project Area, which are not captured pursuant to the Act, but excluding those portions derived from each of the following: (a) the City’s 0.4625% public mass transit tax, pursuant to §68-471 of the City of Kansas City Municipal Code of Ordinances (“Code”) (or any successor provision thereto), (b) the City’s 0.4125% KCATA tax, pursuant to Code § 68-475 (or any successor provision thereto), (c) the City’s 0.5000% parks tax, pursuant to Code § 68-448 (or any successor provision thereto), (d) the City’s 0.1250% Central City Economic Development sales tax, pursuant to Code § 68-449 (or any successor provision

thereto), and (e) the City's 0.5000% fire tax, pursuant to Code § 68-444(or any successor provision thereto), (f) taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, and (g) any other tax authorized after the Effective Date of this Agreement. Provided however, during years 24 through 30 after the Redevelopment Project Area is designated by an ordinance approved by the City Council, the City will continue to redirect an amount equal to 100% of base sales, utility, and earnings tax within the area described by the Redevelopment Project Area, as well as 50% of the total additional sales, utility, and earnings tax within the area described by the Redevelopment Project Area. Such amounts will be determined based on information supplied pursuant to Section 9.

5. Budget for Additional City EATs. The City intends, on or before the last day of each City fiscal year, to budget, specifically with respect to this Agreement, money sufficient to pay to the Commission the Additional City EATs under this Agreement with respect to the next succeeding fiscal year. Notwithstanding the forgoing, the decision to budget funds shall be made in accordance with the City's normal procedures for such decisions, including those required by or provided in the City's Charter and Code; as either may be amended from time to time. The City shall deliver written notice to the Commission no later than 15 days after the commencement of its fiscal year stating whether the Council has approved a budget that identifies funds sufficient for the purpose of paying the Additional City EATs estimated to become due during such fiscal year. Failure to deliver notice shall not constitute a breach, provided that the Additional City EATs shall have been budgeted. The City's obligation to budget the Additional City EATs shall remain in full force and effect until the later of (a) thirty (30) years after the date of passage of an ordinance approving and designating the Redevelopment Project Area or (b) until all Obligations and Reimbursable Project Costs have been paid.

6. Annual Budget Request. The chief executive of the City or other officer of the City at any time charged with the responsibility of formulating budget proposals shall include in the budget proposals submitted to the Council, in each fiscal year in which this Agreement shall be in effect, a budgeted amount of the Additional City EATs to be paid under this Agreement for the ensuing fiscal year; it being the intention of the City that the decision to budget or not to budget under this Agreement shall be made solely by the respective governing body and not by any other official of the City. The City agrees, subject to the provisions above respecting the failure of the City to budget, to contribute the Additional City EATs in accordance with this Agreement. The City agrees to do all things lawfully within its power to obtain and maintain funds from which the Additional City EATs may be made, including making provision for such amounts to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of the City.

7. Restriction on Use of Proceeds. Notwithstanding any provision of this Agreement to the contrary, the parties acknowledge and agree that the Additional City EATs may include sums collected from sales taxes that are restricted in their use to such purposes as are included within the terms of those statutes and ordinances authorizing the imposition and collection of such sales taxes. In the event that a court of competent jurisdiction shall have finally determined that any portion of the Additional City EATs may not lawfully be made for the purposes of reimbursing or paying certain Certified Costs related to the implementation of the Project Improvements, then the proceeds of Obligations attributable to Additional City EATs shall not be used to fund such Certified Costs.

8. Additional City EATs to Constitute Current Expense. The parties acknowledge and agree that the Additional City EATs shall constitute currently budgeted expenditures of the City, and shall not in any way be construed or interpreted as creating a liability or a general obligation or debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of general credit, tax revenues, funds or money of the City. The City's payment obligations under this Agreement shall be from year to year only, and shall not constitute a mandatory payment obligation of the City in any ensuing fiscal year beyond the then current fiscal year.

9. Obligations of Redeveloper.

(a) As required by the Commission's Economic Activity Tax Documentation and Collection Policy and Procedures, attached hereto as **Exhibit C** and as such policy may be adjusted pursuant to the Redevelopment Agreement (the "**EATs Policy**"), the Commission shall contractually obligate the Redeveloper to exert good faith efforts to furnish to the Commission the documentation identified by the EATs Policy that relates to the Redevelopment Project Area ("**EATs Documentation**"), which shall include a tenant list with contact information, as well as the amount of sales taxes, food and beverage taxes, utilities taxes, earnings taxes, net profits taxes, as applicable, or other information reasonably necessary to calculate such taxes (i.e. tax account numbers), and which are attributable to the Redevelopment Project Area.

(b) During the first seven (7) years of the term of this Agreement, as described in Section 17, the Redeveloper shall submit to the City and the Commission by March 31st of each year an annual report related to its application of proceeds from sale of tax credits described in recitals to this Agreement.

10. Certification of Costs. No cost or expense incurred by Redeveloper shall be a Certified Cost eligible for reimbursement under this Agreement, and no such cost or expense shall be payable to Redeveloper from any of the Tax Contributions described in this Agreement, until such cost or expense has been certified pursuant to the Cost Certification and Disbursement Procedure, attached hereto as **Exhibit B**.

11. Deposit by the Commission. As soon as reasonably practicable after the receipt of the City's Tax Contributions, the Commission shall deposit or cause to be deposited the Additional City EATs into the Additional City EATS Account and the Housing Trust Funds into the Affordable Housing Trust Account, which accounts (i) shall be segregated on the books and records of the Commission from all other money, revenue, funds and accounts of the Commission, (ii) the money therein, including all interest accruing thereto, shall be utilized to pay the Certified Costs the Commission is obligated to pay, pursuant to the terms and conditions of the Redevelopment Agreement and this Agreement.

12. Covenants of the City.

(a) The City hereby covenants and agrees that the City, as soon as reasonably practicable after the execution and delivery of this Agreement, shall remit to the

Commission the Housing Trust Funds for deposit into the Affordable Housing Trust Account. The parties acknowledge and agree that the Housing Trust Funds shall only be used for the specific purposes described herein.

(b) Following the receipt of the EATS Documentation and on a semi-annual basis, the City, subject to budgeting, and, to the extent necessary, appropriation, shall deposit in the Additional City EATS Account an amount equal to the Additional City EATs which have been, budgeted, appropriated, and collected by the City during the previous six-month period.

13. Covenants of the Commission. The Commission hereby covenants and agrees:

(a) to pledge all right, title and interest in, to and under, the Additional City EATs to the payment of the Certified Costs the Commission is obligated to disburse, pursuant to the terms and conditions of the Redevelopment Agreement and this Agreement or, if Obligations are issued, to the payment of Debt Service pursuant to the terms of the Redevelopment Agreement and the Indenture; and

(b) to pledge all right, title and interest in, to and under the Affordable Housing Account to the payment of the Certified Costs the Commission is obligated to disburse pursuant to the terms and conditions of the Redevelopment Agreement and this Agreement.

14. Request for Disbursement Procedure. **Exhibit B** attached hereto sets forth the procedures and timelines to be followed by the Redeveloper, the Commission and the Cost Certifier in connection with the preparation and processing of disbursement requests for disbursements of the Housing Trust Funds and the proceeds of any Obligations attributable to the Additional City EATs. Such procedures and timelines will be followed for all “Disbursements” (defined in Section 15 below) pursuant to this Agreement, are set forth on **Exhibit B**, and are referred to collectively herein as the “**Certification of Costs and Payment Procedures**”.

15. Requests for Disbursement.

(a) Redeveloper may request certification and reimbursement or direct payment from the Commission (each, a “**Disbursement**”) not more frequently than once per calendar month by submitting a request to the Cost Certifier and the City (each, an “**Approving Party**” and together, the “**Approving Parties**”) and such request shall be in writing (each, a “**Request for Disbursement**” which is also referred to in **Exhibit B** and certain of the documents described herein as a “**Requisition**”) as described on **Exhibit B**. Requests for Disbursement from the Affordable Housing Funds Account shall be submitted separately from any other Request for Disbursement. The City is an Approving Party hereunder as described in step 3 on **Exhibit B**. The Redeveloper will provide a copy of the Request for Disbursement to the City at the time it provides the Request for Disbursement to the Cost Certifier. The approval of the City to a Request for Disbursement submitted to the City in accordance with the terms hereof and **Exhibit B** shall be deemed to have been given unless the City disapproves or objects, which disapproval or objection must be reasonable, to a Request for Disbursement by the later

of 5 Business Days following the City's receipt of the Request for Disbursement or the 10th of the month. In the event the City has any reasonable objections or disapproval, the City shall provide a written explanation of the reasons for its objections or disapproval to the Redeveloper and the Commission. In the event City fails to respond to a Request for Disbursement within the latter of 5 Business Days following the City's receipt of the Request for Disbursement or the 10th of the month, the City shall have been deemed to have approved the Request for Disbursement and the Redeveloper shall provide written notice of same to the Commission, which written notice shall expressly state that the Redeveloper is exercising its deemed approval right pursuant to this Section 15(a). The City hereby authorizes the Commission to accept and rely upon any such written notice from the Redeveloper as a written approval of the applicable Request for Disbursement as if such approval was provided directly by the City, and Commission shall have no liability to City or any other party as a result of acting in reliance upon any such written notice from the Redeveloper.

(b) The Cost Certifier is an Approving Party hereunder. The approval of the Cost Certifier to a Request for Disbursement shall be deemed to be given when the Cost Certifier sends its report to the Redeveloper, the Commission and the City with its recommendation to certify and pay all or a portion of the amounts set forth on the Request for Disbursement, as described in step 5 on **Exhibit B** and, to the extent applicable, step 8 on **Exhibit B**, and the Commission countersigns the Request for Disbursement as described in said steps 5 and 8 on **Exhibit B**.

16. Conditions to All Disbursements.

(a) No Disbursement from the Tax Contributions or, if Obligations, which are secured with Additional EATs, are issued, than no disbursement from Housing Trust Funds, nor the proceeds of such Obligations shall be made by the Commission unless and until the Commission and the City have received written approval of the applicable Request for Disbursement from each Approving Party, consent to which shall not be unreasonably withheld, conditioned or delayed, or approval is deemed to have been given in accordance with Section 15(a) and Section 15(b) above.

(b) Neither Approving Party shall be required to provide its confirmation to any Request for Disbursement unless such Approving Party has reasonably determined that the conditions precedent set forth herein have been satisfied. If only a portion of any Request for Disbursement satisfies such conditions precedent, the Commission shall, only with the written confirmation (or deemed confirmation in accordance with Section 15(a) and Section 15(b)), disburse that portion of such Request for Disbursement for which such conditions precedent have been satisfied.

(c) Within two (2) Business Days of receipt by the Commission (or deemed confirmation in accordance with Section 15(a) and Section 15(b) that the conditions precedent of any applicable Request for Disbursement (or portion thereof) have been satisfied from each Approving Party), the Commission shall (a) make payment of the Housing Trust Funds, to fund Redeveloper for the Certified Costs that are specifically identified on **Exhibit A** under the column "Other Public Sources and (b) reimburse

Redeveloper or, in the event Obligations are issued, initiate the process for the Redeveloper to be reimbursed from the Tax Revenue or proceeds from the sale of Obligations secured with Additional City EATs for the Certified Costs that are specifically identified on Exhibit A under the Column "Reimbursable with TIF Revenue". Notwithstanding anything contained herein to the contrary, Redeveloper shall be entitled to transfer amounts among each line item category on Exhibit A so long as such transfer does not (a) violate the Commission's Cost Certification Policy, (b) exceed the Redeveloper's portion of the aggregate of the total Reimbursable Project Costs, or (c) transfer to line items that are not approved as Reimbursable Project Costs.

17. Term. This Agreement shall become effective on the Effective Date, and shall remain in full force and effect until the completion of all Project Improvements contemplated by the TIF Plan and the Redevelopment Agreement, and so long thereafter as the later of (a) obligations remain outstanding under this Agreement and the Redevelopment Agreement or (b) there are any remaining Certified Costs that are to be reimbursed using the Additional City EATs and which have not been reimbursed to the Redeveloper in accordance with this Agreement and the Redevelopment Agreement; provided however, the City shall have no obligation to contribute any sums attributable to the period commencing 30 years after the date the passage of an ordinance approving and designating the Redevelopment Project Area; and provided, further, that the City, except as may be limited by applicable law, agrees that the Additional City EATs generated within the Redevelopment Project Areas prior to the time the City's obligation to collect the same shall have expired shall be available for the payment of Redevelopment Project Costs as provided herein even if such revenues are not collected by the City during the 30-year period and for which the Redeveloper requested reimbursement within one (1) year of the expiration of the aforementioned 30-year period.

18. Modification. The terms, conditions and provisions of this Agreement can be neither modified nor eliminated except by written agreement between the parties.

19. Breach; Compliance. If any party does not comply with the provisions of this Agreement, in that a party shall do, permit to be done, or fail or omit to do, or fail or omit to have done, anything contrary to or required of it by this Agreement, and if within thirty (30) days after notice of such default by any party, the party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said thirty (30) day period, then any party may institute such proceedings as may be necessary in its opinion to cure the default including, but not limited to, proceedings to compel specific performance. If any action is instituted by any party hereunder, the non-prevailing party shall pay all costs, fees and expenses, including reasonable attorneys' fees incurred by the prevailing party in enforcing this Agreement; provided, however, any and all costs incurred by the Commission shall be funded with TIF Revenue on deposit in the Special Allocation Fund.

20. Cumulative Rights; Waiver. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by a party shall apply to obligations beyond those expressly waived.

21. Notice. All notices required by this Agreement shall 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 is 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 shall be addressed as follows:

Notices to the City shall be addressed to:

Director of Finance  
City Hall, 3rd Floor  
414 E. 12<sup>th</sup> Street  
Kansas City, MO 64106

And

Director of Housing  
City Hall, 24<sup>th</sup> Floor  
414 E. 12<sup>th</sup> Street  
Kansas City, MO 64106

with a copy to:

City Attorney  
City Hall, 28<sup>th</sup> Floor  
414 E. 12<sup>th</sup> Street  
Kansas City, MO 64106

Notices to the Commission shall be addressed to:

TIF Commission of Kansas City, Missouri  
300 Wyandotte, Suite 400  
Kansas City, MO 64105  
Attn: Executive Director

with a copy to:

Bryan Cave Leighton Paisner LLP  
3800 One Kansas City Place

1200 Main Street  
Kansas City, MO 64105  
Attn: Wesley O. Fields, Esq.

Notices to the Redeveloper shall be addressed to:

Historic Northeast Lofts LLC  
5401 Independence Ave  
Kansas City, Missouri 64124  
Attn: Jonathan Arnold

with a copy to:

Husch Blackwell LLP  
4801 Main Street, Ste. 1000  
Kansas City, MO 64112  
Attn: Charles Renner, Esq.

Cost Certifier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days written notice thereof.

22. Validity and Severability.

(a) It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

(b) If this Agreement contains any unlawful provisions not an essential part of this Agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder. In the event any provision of this Agreement is capable of more than one interpretation, one which would render the provision invalid and one which would render the provision valid,

the provision shall be interpreted so as to render it valid.

23. Time is of the Essence. Time and exact performance are of the essence of this Agreement.

24. Choice of Law. The interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri. Venue for any cause of action arising out of or in connection with this Agreement shall be in Jackson County, Missouri.

25. Multiple Counterparts. This Agreement may be executed in multiple counterpart copies, each of which will be considered an original and all of which shall constitute but one and the same instrument, binding on all parties hereto, even though all the parties are not signatory to the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages which together contain the signatures of all parties hereto shall be deemed for all purposes a fully executed original.

26. Assignment. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns; provided, however, that the Redeveloper shall not have the right to assign this Agreement without the consent of the City and the Commission, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Redeveloper shall have the right to assign this Agreement with notice to the City (a) as collateral to lenders providing financing or refinancing for the Project Improvements from time to time, and/or (b) to an entity to which Redeveloper is contemporaneously lawfully assigning the Redevelopment Agreement.

27. Estoppel. Each party agrees to provide from time to time to another party upon request certification in writing, for the benefit of the requesting party, and its actual or prospective lenders, transferees and other interested third parties (i) that this Agreement is in full force and effect, (ii) that there are no defaults or unperformed obligations hereunder on the part of a party (or if such defaults or unperformed obligations are believed to exist, specifying the nature and extent thereof), (iii) a history of sums paid toward the Tax Contributions prior to such certification, and (iv) such other matters as may be reasonably requested to be certified, all in form and content as reasonably requested by the requesting party

28. Continued Cooperation of Parties. Each party agrees that, upon the request of the other from time to time, it will provide such other information, documents or instruments and/or undertake such further actions as may be reasonably requested in order to give full force and effect to the intent of the provisions, terms and covenants of this Agreement or in order to allow, subject to applicable law, for confirmation that the Additional City EATs has been properly computed.

29. MBE/WBE.

(a) Redeveloper will comply fully with the City's Minority and Women's Business Enterprise Program (as codified in Chapter 3, Article IV, Divisions 2 and 3 of the Code) and with the Instructions for Tax-Incentivized Construction Contracts, a copy of which is attached hereto as Exhibit D. No reimbursement shall be provided under this Agreement until Redeveloper's Contractor Utilization Plan and Letters of Intent are submitted to and approved by the City's Civil Rights and Equal Opportunity Department

(“CREO”).

(b) Redeveloper will allow CREO (or its designee) to monitor the MBE/WBE achievement levels through reporting and onsite monitoring. This includes access to all books and records of Redeveloper at reasonable times.

(c) If the Redeveloper fails to make good faith efforts to achieve the goals for MBE/WBE, the City could sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, the monetary difference between either (1) the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, or (2) the goals established (whichever is lower) and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function may at the City’s option be deducted from the Redeveloper’s payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director, unless the Director determines that the Redeveloper acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Redeveloper, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met. Such determination shall be subject to the provisions of the appeal procedure outlined in Chapter 3, Article IV, Division 2 of the Code.

30. Quality Services Assurance. The Redeveloper shall itself and shall require that all contractors working on the Redevelopment Project pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour as provided in Code § 3-66.

31. Construction Workforce. Redeveloper agrees to comply with all requirements of City’s Construction Employment Program as enacted in Code §§ 3-501 through 3-525 and as hereinafter amended. Redeveloper shall meet or exceed the construction employment goals. Redeveloper and its subcontractors will submit monthly workforce hour reports through the City’s designated electronic reporting system. Redeveloper’s compliance with this provision is a material part of this Agreement.

32. Affirmative Action.

(a) Redeveloper shall itself and shall require all contractors utilized in connection with this Agreement maintain in effect, throughout the duration of this Agreement, an Affirmative Action Program in accordance with the provisions of Chapter 3, Article IV, Division 1 of the Code and the rules and regulations relating thereto, as amended.

(b) If Redeveloper or their contractors fail, refuse or neglect to comply with the provisions of Chapter 3 and the rules and regulations relating thereto, then such action shall be deemed a total breach of this Agreement may be terminated, canceled or suspended, in whole or in part, and the contractor or developer may be declared ineligible for any further contracts funded by City for a period of one (1) year.

33. Non-discrimination. Redeveloper shall itself not and shall require that any contractor working on the Redevelopment Project 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, including limited English proficiency, or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of the Code. Redeveloper shall itself not and shall require that any contractor not engage in any discrimination as prohibited by Chapter 3 of the Code. Furthermore, Redeveloper shall comply with Title VI of the Civil Rights Act of 1964.

34. Ban the Box. Redeveloper shall itself and shall require that all subcontractors working on the Redevelopment Project comply with Code § 38-104 regarding criminal records in employment.

35. Affordable Housing.

(a) The City acknowledges that the Redevelopment Project is exempt from the Affordable Housing Set Aside ordinance, pursuant to Code § 74-11, because federal/state low income housing tax credits have been issued for the Redevelopment Project.

(b) In accordance with Redeveloper's application for funding from the Housing Trust Fund, Redeveloper agrees to provide 389 total housing units as part of the Redevelopment Project. 19 of the total units created shall be rented to tenants with an income of 30% percent or less of AMFI, 138 of the units created shall be rented to tenants with an income equal to or less than 50% AMFI, 192 of the units created shall be rented to tenants with incomes equal to or less than 60% AMFI, and 322 of the units created shall be rented to tenants with incomes equal to or less than 80% AMFI.

(c) As a condition of Redeveloper's receipt of funds from the Housing Trust Fund, Redeveloper agrees to restrict the use of the Project Improvements by recording a restrictive covenant in form and with the same content as that executed under the contract provided herewith. The restrictive covenant shall state that for thirty years following the date that construction of the Residential Units has been substantially completed and all Residential Units are ready for occupancy 19 of the total units created shall be rented to tenants with an income of 30% percent or less of AMFI, 138 of the units created shall be rented to tenants with an income equal to or less than 50% AMFI, 192 of the units created shall be rented to tenants with incomes equal to or less than 60% AMFI, and 322 of the units created shall be rented to tenants with incomes equal to or less than 80% AMFI. Such restrictive covenants shall run with the land included within the Project Improvements and shall be binding on all parties having any right, title or interest in or to the Project Improvements, their respective heirs, personal representatives, successors for a period of for thirty years following the date construction is complete and all units are ready for occupancy.

(d) The parties agree that no reimbursement shall be provided under this Agreement until the deed restriction provided under Subsection (c) has been recorded with the Jackson County Recorder of Deeds.

36. Construction Completion Timeline. Pursuant to Code § 74-12, all incentives granted pursuant to this Agreement, including the Tax Contribution, are contingent on the

Redeveloper substantially completing the Redevelopment Project within three years of the date of the Redevelopment Agreement), as may be further extended by City Council in the future. If the Redevelopment Project is not substantially complete within five years of the date of the Redevelopment Agreement, the City Council may terminate this Agreement upon written notice to Redeveloper and the City Council may require Redeveloper to pay to the City any Tax Contribution Funds that were previously paid to the Redeveloper by the City for the Redevelopment Project. Such repayment shall be made within sixty (60) days of the City notifying Redeveloper of its failure to substantially complete the Redevelopment Project within the time provided by this Agreement.

37. ADA Accessible. The Redevelopment Project shall be constructed according to ADA accessibility requirements as outlined by the Fair Housing Act Design Manual.

38. Reporting. Redeveloper shall submit the following reports to the City Director of Housing or their designee in the manner requested thereby.

(a) Bimonthly Performance Report. The bimonthly performance report shall contain a comprehensive narrative to evaluate and compare Redeveloper's actual activities to its services and goals required under this Agreement which shall contain a description of significant problems, if any, experienced by Redeveloper or its patrons and proposed changes to remedy those problems. The bimonthly (every two months) reports shall be due to City no later than the 10<sup>th</sup> day of each bimonthly during the construction of the Project Improvements.

(b) Annual Performance Report. The Annual Performance Report shall be submitted in a form reasonably determined by the City within 30 days of the annual anniversary of the Effective Date and prior to the final payment of funds under this Contract. It must identify accomplishments, problems or conditions contributing to a failure to achieve goals or perform services under this Agreement, and proposing changes to correct such failures.

(c) Closeout Performance Report. The Closeout Performance Report shall evaluate and compare Redeveloper's actual completed activities to its services, goals, and all other compliance requirements under this Agreement. The closeout report shall be due to City no later than the 10<sup>th</sup> day after the submission of the final Annual Performance Report.

(d) Redeveloper is responsible for maintaining supporting documentation on file for all reports. Failure to submit the reports shall result in suspension of payments under this Agreement until all reports have been received and approved by City.

**SIGNATURE PAGE TO  
TAX CONTRIBUTION AND DISBURSEMENT AGREEMENT  
BY AND AMONG BY THE CITY OF KANSAS CITY, MISSOURI,  
TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY,  
HISTORIC NORTHEAST, LLC AND \_\_\_\_\_**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed pursuant to due authority as of the date first above set forth.

**CITY OF KANSAS CITY, MISSOURI**

By: \_\_\_\_\_  
Tammy L. Queen, Director of Finance

By: \_\_\_\_\_  
Director of Housing and Community Development

Approved as to form:

\_\_\_\_\_  
Associate City Attorney

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said county and state, personally appeared Tammy L. Queen, Director of Finance, and \_\_\_\_\_, Director of Housing and Community Development, of the City of Kansas City, Missouri who are personally known to me to be the same people who executed, as an official, the within instrument on behalf of said City and duly acknowledged to me that they executed the same for the purposes therein stated, and that the execution of the same was the free act and deed of said City.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**SIGNATURE PAGE TO  
TAX CONTRIBUTION AND DISBURSEMENT AGREEMENT  
BY AND AMONG BY THE CITY OF KANSAS CITY, MISSOURI,  
TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY,  
HISTORIC NORTHEAST, LLC AND \_\_\_\_\_**

**TAX INCREMENT FINANCING  
COMMISSION OF KANSAS CITY,  
MISSOURI**

By: \_\_\_\_\_  
Alissia R. Canady, Chair

ATTEST:

\_\_\_\_\_  
Heather A. Brown

Approved as to form:

\_\_\_\_\_  
Counsel to the Tax Increment  
Financing Commission

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said county and state, personally appeared Alissia R. Canady, Chair of the Tax Increment Financing Commission of Kansas City, Missouri, body politic and corporate and a public instrumentality, personally known by me to be the person who executed the within instrument in behalf of said entity and acknowledged to me that she executed the same for the purposes therein stated.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_



**SIGNATURE PAGE TO  
TAX CONTRIBUTION AND DISBURSEMENT AGREEMENT  
BY AND AMONG BY THE CITY OF KANSAS CITY, MISSOURI,  
TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY,  
HISTORIC NORTHEAST, LLC AND \_\_\_\_\_**

**HISTORIC HORTHEAST LOFTS LLC,**  
a Missouri limited liability company

By: \_\_\_\_\_

Name: Jonathan Arnold.

Title: Manager

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said county and state, personally appeared Jonathan Arnold, the Manager of Historic Northeast Lofts LLC, a Missouri limited liability company, personally known by me to be the person who executed the within instrument in behalf of said entity and acknowledged to me that he executed the same for the purposes therein stated.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

## Exhibit A

### ESTIMATED BUDGET OF REDEVELOPMENT PROJECT COSTS

Cost Category	Estimated Total Development Costs	Reimbursable with TIF Revenue	Other Public Sources	Brownfield Revolving Loan	Energy Rebates	Federal HTC Equity	State HTC Equity	Federal LIHTC Rehab Equity	Federal ITC Tax Credit Equity	Deferred Fees	Permanent Financing
Acquisition	12,300,000	12,300,000	-	-	-	-	-	-	-	-	-
Hard Costs	94,113,247	2,000,000	1,575,000	7,000,000	350,100	18,374,187	18,206,492	43,867,746	2,114,045	-	625,677
Solar	2,900,000	2,900,000	-	-	-	-	-	-	-	-	-
Building 1 Retail	520,000	100,000	-	-	-	-	-	-	-	-	420,000
Apartment Appliances (Bldg 1)	1,668,212	-	-	-	-	-	-	-	-	-	1,668,212
General Conditions	3,960,602	3,044,314	-	-	-	-	-	-	-	-	916,288
GC Overhead	2,384,282	1,900,000	-	-	-	-	-	-	-	-	484,282
Construction CM Fee	3,564,542	3,000,000	-	-	-	-	-	-	-	-	564,542
Hard Cost Contingency (10%)	10,911,089	5,000,000	-	-	-	-	-	-	-	-	5,911,089
Construction Loan Interest	5,693,637	5,693,637	-	-	-	-	-	-	-	-	-
Energy Efficiency Consultant	166,084	166,084	-	-	-	-	-	-	-	-	-
Survey Update	10,000	10,000	-	-	-	-	-	-	-	-	-
Special Inspections	30,000	30,000	-	-	-	-	-	-	-	-	-
Building Permit	161,736	24,260	-	-	-	-	-	-	-	-	137,475
MHDC Fees	342,178	-	-	-	-	-	-	-	-	-	342,178
Preconstruction Marketing	200,000	200,000	-	-	-	-	-	-	-	-	-
Cost Certification/Consulting	125,000	125,000	-	-	-	-	-	-	-	-	-
Environmental Report	26,025	26,025	-	-	-	-	-	-	-	-	-
Architect - Design	3,321,456	3,321,456	-	-	-	-	-	-	-	-	-
Architect - Supervisory	830,364	830,364	-	-	-	-	-	-	-	-	-
Taxes	208,580	-	-	-	-	-	-	-	-	-	208,580
Liability Insurance	100,000	-	-	-	-	-	-	-	-	-	100,000
LIHTC Financing Fees	1,342,989	1,342,989	-	-	-	-	-	-	-	-	-
FF&E	415,000	-	-	-	-	-	-	-	-	-	415,000
Title & Recording	91,000	-	-	-	-	-	-	-	-	-	91,000
State HTC Issuance Fee	785,186	-	-	-	-	-	-	-	-	-	785,186
Tax Credit Investor Legal Fees	130,000	-	-	-	-	-	-	-	-	-	130,000
Additional Contingency	9,212,227	1,000,000	-	-	-	-	-	-	-	-	8,212,227
Organizational / Other Fees	450,625	-	-	-	-	-	-	-	-	-	450,625
Borrower Legal Fees	147,260	147,260	-	-	-	-	-	-	-	-	-
Tax Credit Consultants	42,116	-	-	-	-	-	-	-	-	-	42,116
Soft Cost Contingency (8%)	2,383,146	1,835,861	-	-	-	-	-	-	-	-	547,285
Leasing Commission	12,000	-	-	-	-	-	-	-	-	-	12,000
LIHTC Bond Issuance Cost	435,750	435,750	-	-	-	-	-	-	-	-	-
Debt Service Reserve Fund / IOD	3,859,702	1,000,000	-	-	-	-	-	-	-	-	2,859,702
Working Capital	1,313,448	-	-	-	-	-	-	-	-	-	1,313,448
Overhead and Fee	14,774,173	-	-	-	-	-	-	-	-	8,207,874	6,566,299
<b>Total Costs</b>	<b>178,931,655</b>	<b>46,433,000</b>	<b>1,575,000</b>	<b>7,000,000</b>	<b>350,100</b>	<b>18,374,187</b>	<b>18,206,492</b>	<b>43,867,746</b>	<b>2,114,045</b>	<b>8,207,874</b>	<b>32,803,211</b>

\* Total reimbursement to Redeveloper shall not exceed \$46,433,000 from TIF Revenue, plus Financing Costs for any Obligations. To the extent applicable, Redeveloper may shift amounts among statutorily qualified line items.

## Exhibit B

### Cost Certification and Payment Procedures

*Capitalized terms used in this Exhibit B and not otherwise defined herein shall have the meaning set forth in the Redevelopment Agreement. In the event any day provided below falls on a Saturday, Sunday or holiday, the applicable day shall be the following Business Day.*

1. 1st of month, All of the Redeveloper contractors shall submit their respective pay applications to Redeveloper for the previous month's Work and purchases.

2. No later than the 5th of the month, The Redeveloper sends payment requisition ("Requisition") for all Redevelopment Project Costs incurred to the City and Cost Certifier. The Requisition shall categorize all costs in accordance with the Budget of Estimated Redevelopment Project Costs set forth on Exhibit A to the Redevelopment Agreement and shall identify the source of Project Financing from which the category of costs is to be paid as follows:

- (a) Economic Activity Taxes or the proceeds of Obligations secured with Economic Activity Taxes (Commission or Trustee, in the event Obligations are issued, as disburser)
- (b) Additional City EATs or the proceeds of Obligations applicable to Additional City EATs (City/Commission or Trustee, in the event Obligations are issued, as disburser)
- (c) Housing Trust Funds (City/Commission as disburser)
- (d) Redeveloper Private Debt
- (e) Proceeds from Sale of Tax Credits
- (f) Proceeds from Brownfield Loan

and shall identify:

- (a) from which line item shown on Exhibit A to the Redevelopment Agreement he costs apply, and
- (b) a cumulative reduction, by line item on Exhibit A to the Redevelopment Agreement, of Redevelopment Project Costs previously certified, along with a remaining amount of Redevelopment Project Costs remaining to be certified.

3. No later than the later of 5 Business Days following receipt of the Requisition or the 10<sup>th</sup> of the month, the City, shall determine if it has objections to the payment of (a) any Redevelopment Project Costs to be funded with Additional City EATs or the proceeds of Obligations secured with the Additional City EATs (as described by the Tax Contribution and Disbursement Agreement) or (c) any of the Redevelopment Project Costs to be funded with Housing trust Funds (as described

by the Tax Contribution and Disbursement Agreement). If the City objects to all or any the portion of the Requisition that relates to the improvements to be funded with Additional City EATs or the Affordable Housing Units, the City shall provide a written explanation of the reasons for such objection and such additional documentation required to clear the City's objections, if applicable. If there are no objections, then the City shall indicate it has no objections. If the City receives the Requisition on or before the 5<sup>th</sup> day of the month as provided herein, but does not provide written objections to the Requisition to either the Redeveloper or Cost Certifier on or before the 10<sup>th</sup> day of the month, the Requisition shall be deemed approved by the City.

4. No later than the 10<sup>th</sup> of the month, the **Redeveloper** will provide the Requisition (as the same shall have been amended by Redeveloper to clear any outstanding objections of the City) to the Cost Certifier.

5. No later than 21st of month, **Cost Certifier** sends a report to the Redeveloper, the Commission and the City with its recommendation to certify and pay all or a portion of the amounts set forth on the Requisition and, to the extent any portion thereof is not recommended by the Cost Certifier for certification and payment, the Cost Certifier shall include in such written report a detailed explanation of the reasons for the lack of recommendation and such additional documentation required to certify such costs for payment.

If the Cost Certifier receives the Requisition by the 10<sup>th</sup> of the month, but does not submit its written report on or before such twenty-first (21st) day of the month, then the Requisition shall be deemed approved by the Cost Certifier, and the Commission (as provided in paragraph 7 below) shall (a) countersign the Requisition, (b) provide a copy to the Redeveloper, and (c) cause the same to be submitted to the City and Trustee (if Obligations are issued), such that the applicable disburser can disburse such funds on or before the twenty-eighth (28th) day of such month, but the cost certification review will be deferred until the Cost Certifier submits his/her report.

6. If the Cost Certifier shall reasonably request any additional documentation in accordance with the procedures and time periods provided in paragraph 5 above, then on or before the twenty-eighth (28<sup>th</sup>) day of such month, the **Redeveloper** shall provide to the Cost Certifier any such additional documentation reasonably required that is identified by the Cost Certifier in such written report so that such costs may be continued to be processed pursuant to paragraphs 8, 9 and 10 below.

7. On or before the 26<sup>th</sup> of the month, if the Requisition is recommended to be certified by the Cost Certifier, then the Commission shall (a) countersign the Requisition, (b) provide a copy to the Redeveloper, and (c) cause the same to be submitted to the City and the Trustee (if Obligations are issued), such that the Commission or Trustee, as the case may be, can disburse such funds in accordance with Exhibit A on or before the twenty-eighth (28<sup>th</sup>) day of such month.

If only a portion of the Requisition is recommended to be certified for payment by the Cost Certifier, then the Commission shall (a) revise such Requisition to delete any non-certified costs,

(b) countersign the Requisition, (c) provide a copy to the Redeveloper, and (d) cause the same to be submitted to the City and the Trustee (if Obligations are issued), such that the applicable disburser, which shall include the Commission or the Trustee (if Obligations are issued) can disburse such funds in accordance with Exhibit A on or before the twenty-eighth (28<sup>th</sup>) day of such month.

If the Cost Certifier does not make a recommendation within thirty (30) days following submission of a Requisition, or to the extent of any item on the Requisition is not recommended to be certified, then the Requisition, or such portion not recommended for certification, shall be placed upon the agenda of the Commission for its review at the next Commission meeting following the passage of such 30-day period.

8. On or before the 7<sup>th</sup> of the following month, as to any costs included in a Requisition for which the Cost Certifier has requested additional documentation in accordance with the procedures and time periods provided in paragraphs 5 and 6 above, the Cost Certifier shall provide to the Commission, the Redeveloper and the City a written report as to whether such Redevelopment Project Costs supported by such additional documentation are recommended to be certified for payment.

9. At the TIF Meeting of the month following the initial submittal of the Requisition, the Commission shall consider a resolution for certification of such Redevelopment Project Costs funded pursuant to 5 or 7 above, or recommended but not yet funded pursuant to 7 or 8 above, which approval shall not be unreasonably withheld.

10. Following the adoption of a resolution by the Commission, certifying any Redevelopment Project Costs which have not previously been disbursed as provided above, the Commission shall (a) countersign the Requisition, (b) provide a copy to the Redeveloper, and (c) cause the same to be submitted to the City and Trustee (if Obligations are issued), such that the applicable disburser can disburse such funds in accordance with Exhibit A to the Redevelopment Agreement within five (5) days of the approval of the resolution by the Commission.

Notwithstanding anything to the contrary herein, in the event that the Commission fails to meet or to certify Redevelopment Project Costs on or before the second Tuesday of the month following the month the Requisition was first submitted, the Commission shall nonetheless (a) countersign the Requisition, (b) provide a copy to the Redeveloper, and (c) cause the same to be submitted to the City and the Trustee (if Obligations are issued), such that the applicable disburser can disburse such funds within five (5) days after the second Tuesday of the month following the month the Requisition was first submitted,

- (a) If the Commission has failed to meet, the certification shall be delayed until the Commission's next regularly scheduled meeting; or
- (b) If the Commission meets, but fails to certify Redevelopment Projects Costs, the Commission and Redeveloper hereby agree to submit the dispute to binding arbitration administered by the American Arbitration Association in accordance

with its Construction Industry Arbitration Rules (Regular Track Procedures, but without application of the optional mediation procedures provided therein) by a single arbitrator (the “Arbitrator”) selected by the American Arbitration Association as provided in the Construction Industry Arbitration Rules. Judgment on the award entered by the Arbitrator may be entered by any court having jurisdiction. The Arbitrator’s fees and any expenses of the Arbitrator shall be shared equally by the Commission and Redeveloper, provided any costs incurred by the Commission shall be limited to amounts available in the Special Allocation Fund. The Arbitrator shall have no authority to award costs or expenses, and the Arbitrator shall have no authority to award attorneys’ fees.

Requisitions shall be submitted, and the certification of Reimbursable Project Costs shall be completed, based on actual costs incurred in lieu of a percentage of work completed.

**Exhibit C**

**Economic Activity Tax Documentation and Collection Policy**

