

FINANCING AGREEMENT

AMONG

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

THE CITY OF KANSAS CITY, MISSOURI,

THE COUNTY OF PLATTE COUNTY, MISSOURI

AND

**THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF PLATTE
COUNTY, MISSOURI**

May ___, 2018

FINANCING AGREEMENT

This FINANCING AGREEMENT (“**Agreement**”) is dated as of May ___, 2018 among the City of Kansas City, Missouri (the “**City**”), the Tax Increment Financing Commission of Kansas City, Missouri (the “**Commission**”), the County of Platte County, Missouri (the “**County**”) and The Industrial Development Authority of the County of Platte County, Missouri (the “**Authority**”).

WHEREAS, pursuant to the Real Property Tax Increment Financing Allocation Act, Section 99.800-99.865 RSMo, et seq., as amended (the “**Act**”), on March 11, 1999, the City Council of Kansas City, Missouri, by Ordinance No. 990256, approved the KCI Corridor Tax Increment Financing Plan, which was subsequently amended on June 10, 2004 by Ordinance No. 040618, Ordinance No. 040619, Ordinance No. 040620 and Ordinance No. 040621, on February 3, 2005 by Ordinance No. 050107, on March 30, 2006 by Ordinance No. 060326, on March 13, 2008 by Committee Substitute for Ordinance No. 080211, on April 16, 2009 by Ordinance No. 090260 (as partially repealed and amended on June 24, 2010 by Ordinance No. 100497), on December 16, 2010 by Ordinance No. 101007, on September 11, 2011 by Committee Substitute for Ordinance No. 110603, on June 7, 2012 by Ordinance No. 120485, on July 19, 2012 by Ordinance No. 120618, on March 28, 2013 by Committee Substitute for Ordinance No. 13018 on February 6, 2014 by Ordinance No. 140092, on October 30, 2014 by Committee Substitute for Ordinance No. 140907, on July 14, 2016 by Ordinance No. 160416 and on December 14, 2017 by Ordinance No. 170970 (collectively, the “**Plan**”);

WHEREAS, the Plan is a comprehensive program intended to improve an area that had not been subject to growth and development through private enterprise, the existence of which qualified the Redevelopment Area identified under the Plan as an Economic Development Area as defined in Section 99.805(5) of the Act;

WHEREAS, the Plan identifies the area generally bound by NE 108th Street on the North, Barry Road on the South, Interstate 29 on the West and the Platte-Clay County Line on the East in Kansas City, Platte County, Missouri (the “**Redevelopment Area**”);

WHEREAS, the Plan calls for construction of certain Public Improvements (as hereinafter described) within and adjacent to the Redevelopment Area;

WHEREAS, the Commission entered into an Agreement (the “**Hunt Midwest Agreement**”) dated March 11, 2015, with Hunt Midwest Real Estate Development, Inc. (“**Hunt Midwest**”) for the implementation of certain public improvements described therein that relate to Shoal Creek Parkway, beginning at Platte Purchase Road and extending east approximately 500 linear feet to the County line (the “**Hunt Midwest Improvements**”) and the reimbursement of costs related thereto (the “**Hunt Midwest Road Costs**”);

WHEREAS, the Commission entered into an Agreement (the “**City Agreement**”) dated May ___, 2018, with the City for the implementation of certain public improvements that relate to Old Tiffany Springs Road, beginning 500 linear feet east of Congress Avenue and continuing to Skyview Avenue (the “**City Road Improvements**” and together with the Hunt Midwest Improvements, the “**Public Improvements**”) as described on **Exhibit A** and the reimbursement

of certain costs related thereto (the “**City Road Costs**” and, together with the Hunt Midwest Road Costs, shall be referred to hereafter as the “**Redevelopment Project Costs**”);

WHEREAS, the Plan further provides for the financing of the Public Improvements and certain additional public improvements identified by the Plan (“**Additional Public Improvements**”) which are described on Exhibit C, attached hereto, from Economic Activity Tax Revenues generated within certain redevelopment project areas described by the Plan and which are more particularly described on Exhibit B, attached hereto, and such other funds provided by the City and County, as the case may be;

WHEREAS, the Authority adopted a Resolution stating the Authority’s approval of revenue bonds in an amount not to exceed \$_____ (the “**Series 2018 Bonds**”) to finance the Public Improvements and, to the extent there remains proceeds from the sale of such Series 2018 Bonds after the payment of the Redevelopment Project Costs, the Additional Public Improvements pursuant to a Trust Indenture dated as of the date hereof between the Authority and First Bank of Missouri (the “**Series 2018 Indenture**”);

WHEREAS, the Authority may issue additional bonds under bond indentures (collectively with the Series 2018 Indenture, the “**Indentures**”) to fund Public Improvements and Additional Public Improvements and/or refund the Series 2018 Bonds (collectively, with the Series 2018 Bonds the “**Bonds**”); and

WHEREAS, the parties to this Agreement desire to assist in financing of the Public Improvements to be completed in accordance with the Plan.

NOW THEREFORE, for and in consideration of the premises and the mutual representations, covenants and agreements contained herein, the City, the Commission, the County and the Authority do hereby represent, covenant and agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the words and terms defined elsewhere in this Financing Agreement and in the Indentures, the following words and terms as used in this Financing Agreement and in the Indentures shall have the following meanings:

“**Additional Public Improvements**” means the public improvements described on Exhibit C, which shall be identical to the improvements described on Exhibit __ to the Plan, as it may be modified from time to time.

“**Economic Activity Tax Revenues**” means fifty percent (50%) of the total additional revenue from taxes which are imposed by the City, the County and other taxing jurisdiction, and which are generated by economic activities within the Redevelopment Project Areas over the amount of such taxes generated by economic activities within the same Redevelopment Project Area in the calendar year prior to the adoption of separate ordinances designating each of the Redevelopment Project Areas, while tax increment financing remains in effect, but excluding

(a) certain taxes identified by Section 99.845 RSMo, and (b) licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon.

“**Public Improvements**” means the public infrastructure improvements described on **Exhibit A**, attached hereto.

“**Redevelopment Agreements**” means the Hunt Midwest Agreement and the City Agreement.

“**Redevelopment Costs**” means the aggregate amount of the Hunt Midwest Road Costs and the City Road Costs.

“**Redevelopment Project Areas**” means the areas described on **Exhibit B**, attached hereto.

“**Special Allocation Fund**” means the Special Allocation Fund established in connection with the Redevelopment Projects.

ARTICLE II REPRESENTATIONS

Section 2.1 **Representations by the County**. The County represents and warrants to the Commission, the City and the Authority as follows:

(a) **Organization and Authority**. The County (i) is a political subdivision duly organized and validly existing under the laws of the State of Missouri, (ii) has lawful power and authority to enter into, execute and deliver this Agreement and to carry out its obligations hereunder, and (iii) by all necessary action, has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(b) **No Defaults or Violations**. The execution and delivery of this Agreement by the County will not conflict with or result in a breach of any of the terms of, or constitute a default under, any agreement or instrument to which the County is a party or by which it or any of its property is bound, or by any of the constitutional or statutory laws, rules or regulations applicable to the County or its property.

(c) **No Litigation**. To the knowledge of the County, there is no litigation or proceeding pending or threatened against the County or any other person affecting the right of the County to execute this Agreement or to otherwise comply with the obligations under this Agreement. Neither the execution and delivery of this Agreement by the County, nor compliance by the County with its obligations under this Agreement, require the approval of any regulatory body or any other entity, which approval has not been obtained.

(d) **Determination and Delivery of County Economic Activity Tax Revenues**. The County, subject to annual appropriation, shall deliver the Economic Activity Tax Revenues that it verifies, using its best efforts, to the Commission for deposit into the Special Allocation Fund within 15 days of the close of each quarter during the Term, commencing with the quarter ending June 30, 2018 (the “**County EATS**”).

Section 2.2 **Representations by the Commission.** The Commission represents and warrants to the City, the County and the Authority as follows:

(a) **Organization and Authority.** The Commission (i) is a real property tax increment financing commission duly organized and existing under the Act; (ii) has lawful power and authority to enter into, execute and deliver this Agreement, and to carry out its obligations hereunder; and, (iii) by all necessary action, has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(b) **No Defaults or Violations.** The execution and delivery of this Agreement by the Commission will not result in a breach of any of the terms of, or constitute a default under, any agreement or instrument to which the Commission is a party or by which it is or any of its property is bound, or its bylaws, or any of the constitutional or statutory laws, rules or regulations applicable to the Commission or its property.

(c) **No Litigation.** To the knowledge of the Commission, there is no litigation or proceeding pending or threatened against the Commission or any other person affecting the right of the Commission to execute or deliver this Agreement or the ability of the Commission to comply with its obligations under this Agreement. Neither the execution and delivery of this Agreement by the Commission, nor compliance by the Commission with its obligations under this Agreement, require the approval of any regulatory body, or any other entity, which approval has not been obtained.

(d) **Delivery of Economic Activity Tax Reporting.** To the extent the Commission receives EATS Documentation (as defined in the Redevelopment Agreement) and other economic activity tax reporting information that is required to be submitted by the Redevelopment Agreement, the Commission shall use its best efforts to cause the same to be submitted to the City for the purpose of aiding the City in performing its obligation under Section 2.3(d) of this Agreement.

Section 2.3 **Representations by the City.** The City represents and warrants to the County, the Commission and the Authority as follows:

(a) **Organization and Authority.** The City (i) is a constitutionally chartered city validity existing under the laws of the State of Missouri; (ii) has lawful power and authority to entire into, execute and deliver this Agreement and to carry out its obligations hereunder; and, (iii) by all necessary action, has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(b) **No Defaults or Violations.** The execution and delivery of this Agreement by the City will not conflict with or result in a breach of any of the terms of, or constitute a default under, any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any of the constitutional or statutory laws, rules or regulations applicable to the City or its property.

(c) **No Litigation.** To the knowledge of the City, there is no litigation or proceeding pending or threatened against the City or any other person affecting the right of the City to execute this Agreement or to otherwise comply with the obligations under this Agreement.

Neither the execution and delivery of this Agreement by the City, nor compliance by the City with its obligation under this Agreement, require the approval of any regulatory body or any other entity, which approval has not been obtained.

(d) Determination and Delivery of City Economic Activity Tax Revenues. The City shall budget and, to the extent necessary, but in the sole discretion of the City, appropriate and thereafter transfer the Economic Activity Tax Revenues that it verifies using its best efforts to the Commission or to an account designated by the Commission for deposit into the Special Allocation Fund within fifteen (15) days of the close of each calendar quarter (June, October, December and April), or as soon thereafter as reasonably practicable, commencing with the quarter ending [June 30, 2018] (the “City EATS”).

Section 2.4 Representations by the Authority. The Authority represents and warrants to the County, the City and the Commission as follows:

(a) Organization and Authority. The Authority (i) is an industrial development corporation duly organized and validly existing under the laws of the State of Missouri, (ii) has lawful power and authority to enter into, execute and deliver this Agreement and to carry out its obligations hereunder, and, (iii) by all necessary action, has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(b) No Defaults or Violations. The execution and delivery of this Agreement by the Authority will not conflict with or result in a breach of any of the terms of, or constitute a default under, any agreement or instrument to which the Authority is a party, or by any of the constitutional or statutory laws, rules or regulations applicable to the Authority.

(c) No Litigation. To the knowledge of the Authority, there is no litigation or proceeding pending or threatened against the Authority or any other person affecting the right of the Authority to execute this Agreement or to otherwise comply with the obligations under this Agreement. Neither the execution and delivery of this Agreement by the Authority, nor compliance by the Authority with its obligations under this Agreement, require the approval of any regulatory body or any other entity, which approval has not been obtained.

Section 2.5 Survival of Representations. All representations of the County, Commission, City and Authority contained in this Agreement or in any certificate or other instrument delivered by the County, City, Commission or Authority pursuant to this Agreement, or in connection with the transactions contemplated thereby, shall survive the execution and delivery thereof.

ARTICLE III BUDGET AND TRANSFER OF EATS

Section 3.1 Budget and Transfer of EATS. The City and the County intend, on or before the last day of each Fiscal Year, to budget and, to the extent necessary, appropriate, and thereafter transfer City EATS and County EATS to the Special Allocation Fund for the next succeeding Fiscal Year. The City and the County shall deliver written notice to the Commission no later than 15 days after the commencement of its Fiscal Year stating whether or not the City and the County governing bodies, respectively, have budgeted and/or appropriated funds

sufficient for the purpose of paying the City EATS and the County EATS estimated to become due during such Fiscal Year, provided however that the inclusion of the same within the budget adopted by the City Council may serve in lieu of such written notice with respect to the City. The Commission shall be entitled to make an independent inquiry as to whether such annual appropriations shall have been made.

Section 3.2 **Annual Budget Request.** The chief executive of each of the City and the County, respectively, or other officer of the City or County, at any time charged with the responsibility of formulating budget proposals, shall include in the budget proposals submitted to the City and County governing bodies, in each Fiscal Year in which this Agreement shall be in effect, an obligation and/or appropriation for all payments required for the ensuing Fiscal Year; it being the intention of the City and the County that the decision to appropriate or not to appropriate under this Agreement, to the extent necessary to transfer City EATS and County EATS to the Special Allocation Fund, shall be made solely by the respective governing body and not by any other official of the City or the County. The City and the County intend, subject to the provisions above respecting the failure of the City or County to budget and, if necessary, appropriate funds, to pay the City EATS and County EATS, respectively. Each of the City and County further intends to do all things lawfully within its power to obtain and maintain funds from which the City EATS and County EATS, respectively, 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 and County. Notwithstanding the foregoing, the decision to budget and, if necessary, appropriate funds shall be made in accordance with the City's and County's normal procedures for such decisions.

Section 3.3 **Economic Activity Tax Revenues to Constitute Current Expenses.** The Commission, the City and the County acknowledge and agree that the City EATS and the County EATS shall constitute currently budgeted expenditures of the City and the County respectively, and shall not in any way be construed or interpreted as creating a liability or a general obligation or debt of the City or the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City or County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City or County. The City's and the County's obligations under this Agreement shall be from year to year only, and shall not constitute a mandatory payment obligation of the City and the County in any ensuing Fiscal Year beyond the then current Fiscal Year. Notwithstanding anything to the contrary herein, this Agreement shall not be construed to obligate the City or County to levy or pledge any form of taxation or make any appropriation or make any payments beyond which may be appropriated for the then current fiscal year.

Section 3.4 **Deposit by Commission.** Within 5 days of receipt of the County EATS and 5 days of receipt of the City EATS, the Commission agrees to deposit or cause to be deposited such monies in the Special Allocation Fund. The monies on deposit in the Special Allocation Fund shall be expended pursuant to the terms of Section 3.5 hereof and the Redevelopment Agreements.

Section 3.5 **Indentures.** Prior to the Commission disbursing any Economic Activity Taxes to the Authority, the Authority shall have received a written acknowledgement from the

Commission that the form of any Indentures to be executed by and between the Authority and its designated trustee (the “**Trustee**”), to which any of the Economic Activity Taxes shall be pledged or shall otherwise be deemed as part of the Trust Estate, is reasonably acceptable to the Commission. Each such Indenture shall provide that:

(a) except for proceeds of the Bonds to be used to pay the costs of issuing the Bonds, which shall be paid from the Cost of Issuance Account of the Project Fund under the Indenture, none of the other proceeds of the Bonds shall be paid or disbursed to the City or Hunt Midwest for Redevelopment Costs unless and until the Trustee receives, prior to the time of each disbursement, documentation evidencing approval of each draw by the Commission, as follows:

- (i) a copy of a resolution duly adopted by the Commission (the “**TIF Resolution**”), which sets forth: (1) the amount of Redevelopment Costs previously certified by the Commission and (2) the amount of Redevelopment Costs certified by the Commission which may be then reimbursed or paid from the proceeds of the Bonds; and
- (ii) a written acknowledgment approving the disbursement request executed by the Executive Director and the Chair of the Commission;

(b) the Trustee shall not disburse any proceeds of the Bonds in excess of the amount specified in the TIF Resolution;

(c) the Commission shall receive, upon request, but no less frequently than monthly (until all proceeds of the Bonds are expended), a report or statement that details all proceeds paid to or on behalf of the City and Hunt Midwest;

(d) no proceeds of the Bonds shall be paid to the City in excess of City Road Costs previously certified by the Commission’s Cost Certifier and approved by resolution of the Commission; and

(e) no proceeds of the Bonds shall be paid to Hunt Midwest in excess of Hunt Midwest Costs previously certified by the Commission’s Cost Certifier and approved by resolution of the Commission.

Section 3.6 **Bond Payments.** Upon the satisfaction of the conditions set forth in Section 3.5, on the 15th day of each month, so long as the Bonds remain outstanding, the Commission agrees to disburse the monies available in the Special Allocation Fund to the Authority, after disbursement of amounts in the Special Allocation Fund in payment of the Commission’s administrative fees in an amount equal to 5% of the City EATS and County EATS collected and deposited into the Special Allocation Fund annually, for payment of the debt service on the Bonds (“**Bond Payment**”). The Commission’s obligations to make such disbursement are limited to monies available in the Special Allocation Fund and shall not be construed as creating a general liability, debt or obligation of the Commission. The Commission, the City and Hunt Midwest hereby confirm and certify that the disbursement of monies to the Authority as provided herein constitutes a payment of reimbursable Redevelopment Costs under the Redevelopment Agreements.

Section 3.7 **Acceptance of Bond Payment.** The Authority agrees to accept the Bond Payment and apply the Bond Payment to the debt service on the Bonds in accordance with the Indenture.

ARTICLE IV MISCELLANEOUS

Section 4.1 **Terms of Agreement.** This Agreement shall be effective from and after its execution and delivery and shall continue in full force and effect until twenty-three (23) years after the approval by separate ordinance of the last Redevelopment Project Area to be or that has been approved by ordinance of the City (the “**Term**”).

Section 4.2 **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 ten (10) 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 reasonable take longer than said ten (10) days 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 defaulting party shall pay all costs, fees and expenses, including attorneys’ fees incurred by the non-defaulting parties in enforcing this Agreement, if the non-defaulting parties prevail on their claim, as the case may be.

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.

Section 4.3 **Notices.** All written 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 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 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.

Any notice to the Commission shall be addressed to the Secretary of the Commission at:

Tax Increment Financing Commission of Kansas City, Missouri
1100 Walnut, Suite 1700
Kansas City, Missouri 64106

with a copy to:

Wesley O. Fields, Esq.
Bryan Cave Leighton Paisner LLP
3800 One Kansas City Place
1200 Main Street
Kansas City, Missouri 64105

Notices to the County shall be addressed to

Presiding Commissioner
415 Third Street, Suite 105
Platte City, Missouri 64079

with a copy to:

Robert H. Shaw, Esq.
McGinness & Shaw, LLC
P.O. Box 168
Platte City, Missouri 64079

Notices to the City shall be addressed to:

Director of Finance/CFO
City Hall
414 East 12th Street, 3rd Floor
Kansas City, Missouri 64106

with a copy to:

City Attorney
City Hall
414 East Twelfth Street, 28th Floor
Kansas City, Missouri 64106

Notices to the Authority shall be addressed to:

Platte County Industrial Development Authority
11724 NW Plaza Circle Drive, Suite 400
Kansas City, Missouri 64153

with a copy to:

Gary Anderson, Esq.
Gilmore & Bell, P.C.
2405 Grand Blvd., Ste. 1100
Kansas City, Missouri 64108

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.

Section 4.4 **Performance Date Not a Business Day**. If any date for the taking of any action hereunder is on a Saturday, Sunday or business holiday of the State of Missouri, then such action shall be taken, on the first business day thereafter with the same force and effect as if made on the date fixed for payment or performance.

Section 4.5 **Binding Effect**. This Agreement shall inure to the benefit of and shall be binding upon the City, County, Commission and Authority, and their respective successors and assigns.

Section 4.6 **Amendments, Changes and Modifications**. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior concurring written consent of all the parties hereto.

Section 4.7 **Execution in Counterparts**. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4.8 **No Pecuniary Liability**. All covenants, obligations and agreements of the County, City, Commission and Authority contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future director, officer, agent or employee of the County, City, Commission or Authority in other than their official capacity.

Section 4.9 **Entire Agreement**. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior oral agreements or written agreements, arrangements, and understandings related thereto.

Section 4.10 **Severability**. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken thereunder, or any application of such provision, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Such illegality or invalidity of any application thereof shall not affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part thereof, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 4.11 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 4.12. **Electronic Transactions**. The arrangement described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies,

facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page left intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf as of the date first above written.

ATTEST:

PLATTE COUNTY, MISSOURI
A Political Subdivision of the State of Missouri

By: _____
County Clerk

By: _____
Presiding Commissioner

APPROVED AS TO FORM & LEGALITY:

By: _____
Platte County Counselor

STATE OF MISSOURI)
) ss.
COUNTY OF PLATTE)

BE IT REMEMBERED, that on this ___ day of _____, 2018, before me, the undersigned, a notary public in and for the county and state aforesaid, came _____, _____, of Platte County, Missouri, existing under and by virtue of the laws of the State of Missouri, and _____, _____, of Platte County, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of said political subdivisions, and such persons duly acknowledge this execution of the same to be the act and deed of said political subdivisions.

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

Notary Public

My Commission Expires:

ATTEST:

CITY OF KANSAS CITY, MISSOURI,
A Constitutionally Chartered City of the State of
Missouri

By: _____

By: _____

APPROVED AS TO FORM & LEGALITY:

By: _____
City Attorney

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this ___ day of _____, 2018, before me, the undersigned, a notary public in and for the county and state aforesaid, came _____, _____, of the City of Kansas City, Missouri, existing under and by virtue of the laws of the State of Missouri, and _____, _____, of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of said political subdivisions, and such persons duly acknowledge this execution of the same to be the act and deed of said political subdivisions.

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

Notary Public

My Commission Expires:

ATTEST:

THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE COUNTY OF PLATTE
COUNTY, MISSOURI

By: _____
Name: _____
Title: Secretary

By: _____
Name: _____
Title: President

APPROVED AS TO FORM & LEGALITY:

By: _____
Attorney

STATE OF MISSOURI)
) ss.
COUNTY OF PLATTE)

BE IT REMEMBERED, that on this _____ day of _____, 2018, before me, the undersigned, a notary public in and for the county and state aforesaid, came _____ and _____, to me personally known, who being by me duly sworn did say that they are the President and Secretary of The Industrial Development Authority of the County of Platte County, Missouri, a Missouri industrial development corporation, and that the seal affixed to the foregoing instrument is the seal of said corporation and that said instrument as signed on behalf of said duly authorized officers by authority of its Board of Directors, and said officers acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

My Commission Expires:

EXHIBIT A

LIST OF PUBLIC IMPROVEMENTS

1. Project 4B: Design and engineering of Tiffany Springs Road Overpass, beginning 500 linear feet east of Congress Avenue and continuing to Skyview Avenue
2. Project 16: 108th Street/Shoal Creek Parkway, beginning at Platte Purchase road and extending to Platte County Line
3. Any other improvements approved within or adjacent to the Redevelopment Area that permitted by the Act and approved by a resolution of the Commission for payment from the Bonds.

EXHIBIT B
REDEVELOPMENT PROJECT AREAS

EXHIBIT C
ADDITIONAL PUBLIC IMPROVEMENTS