

**DEVELOPMENT AGREEMENT
FOR
TURNER LOGISTICS CENTER**

between the

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

and

NORTHPOINT DEVELOPMENT, LLC

DATED AS OF _____, 2019

**DEVELOPMENT AGREEMENT
TURNER LOGISTICS CENTER**

THIS DEVELOPMENT AGREEMENT FOR TURNER LOGISTICS CENTER (this "Agreement") is made as of _____, 2019 (the "Effective Date") between the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"), and NorthPoint Development, LLC, a Missouri limited liability company ("Developer").

RECITALS:

A. The Developer wishes to design, develop, and construct a logistics center, including industrial, distribution and manufacturing space (the "Project," as further defined in Section 2.2 below), on certain real property generally located at Interstate 70 and Turner Diagonal Freeway (the "Project Site"), as legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2**, as attached hereto.

B. The Project requires certain road improvements and public infrastructure to provide adequate access to the Project Site, which road improvements and public infrastructure shall be designed and constructed by the Kansas Turnpike Authority (the "KTA") and which are more fully described on **Exhibit B-3** attached hereto (the "Public Infrastructure"). The UG and Developer have agreed to help pay for the costs of the Public Infrastructure (along with public funding from the Kansas Department of Transportation ["KDOT"] and a Better Utilizing Investments to Leverage Development ["BUILD"] transportation grant from the U.S. Department of Transportation and other sources) by providing funds to the KTA to help finance the Public Infrastructure.

C. In connection with the Project, Developer has requested industrial revenue bond ("IRB") financing in order to pay certain project costs pursuant to K.S.A. 12-1741 *et seq.* Pursuant to the terms and conditions set forth in Section 4.2 below, the parties hereby agree that Developer may use IRB financing to obtain an exemption on ad valorem property taxes, and to obtain an exemption on sales taxes for construction materials, equipment and furnishings.

D. Development of the Project should attract new industrial and manufacturing facilities to the community and stimulate the economy of Wyandotte County through employment, additional taxes and other indirect spending in the community, all of which would promote the public good, health, and welfare within Wyandotte County.

E. The parties agree that the Project is not financially feasible without the public-private partnership as set forth in this Agreement, and therefore the parties wish to enter into this Agreement to provide the necessary financing for the Project.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the UG and Developer hereby agree as follows:

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) the singular number includes the plural number and vice versa;

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(b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(c) reference to any gender includes each other gender;

(d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(e) reference in this Agreement to any article, section, appendix, annex, schedule or exhibit means such article or section thereof or appendix, annex, schedule or exhibit thereto;

(f) each of the items or agreements identified on the attached Index of Exhibits are deemed part of this Agreement to the same extent as if set forth herein;

(g) "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;

(h) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and

(i) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding."

1.2 Accounting Terms. Unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made, in accordance with GAAP.

1.3 Legal Representation of the Parties. This Agreement was negotiated by the parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

1.4 Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed to them in Annex 1 attached hereto and made a part hereof, or as otherwise provided herein.

ARTICLE 2 THE PROJECT

2.1 Undertaking of Developer. Developer hereby agrees, subject to the terms and conditions hereinafter provided, to develop, construct, complete, and operate the Project. The performance of all activities by Developer hereunder shall not be as an agent of the UG, except as otherwise specifically provided herein.

2.2 Development of the Project Site. Developer hereby contemplates that all of the buildings, parking structures and other improvements constituting the Project, as specifically described in this Section 2.2 and as generally depicted on **Exhibit B-1** attached hereto (the "Improvements"), shall be developed, constructed, completed, and operated on the Project Site in substantial accordance and compliance with the terms and conditions of this Section 2.2 and the final site plan approvals as may be granted or amended from time to time by the UG's Planning Commission or other relevant bodies if any (the "Development");

Plan"). On and subject to the terms and provisions set forth in this Agreement, Developer shall have the sole right to, and shall be responsible for, design, construction, equipment and completion of the Improvements, and shall operate and use the Improvements in the manner described herein, all in accordance with the terms of this Section 2.2 and all other Applicable Laws and Requirements. The parties further agree as follows:

(a) The Project shall be designed, developed and constructed as a first class logistics center, including industrial, distribution and manufacturing space and is intended to include up to approximately 2,700,000 square feet of improvements and a capital investment by Developer (and its various tenants and assignees) of over \$125,000,000 at full build-out. As used herein, the term "Capital Investment" shall mean the total investment by Developer, Affiliates, tenants, and other owners or similar entities with the Project including but not limited to acquisition costs, reasonable and customary soft costs (brokerage fees, engineering and design fees, etc.), personal property, building costs, equipment, information technology costs, infrastructure and fixtures.

(b) Within _____ months of the Effective Date, Developer hereby agrees to begin site preparation, site utilities and other infrastructure improvements for the Project Site (the "Phase 1 Private Infrastructure"), which Phase 1 Private Infrastructure is more particularly described on Exhibit B-2 attached hereto along with a budget therefor. Notwithstanding the foregoing, the parties hereby understand and agree that Developer's obligations to commence and complete the Phase 1 Private Infrastructure are hereby expressly contingent upon the KTA timely commencing design and construction of the Public Infrastructure as set forth on Exhibit B-3. If the KTA shall be delayed in its design and commencement of construction for the Public Infrastructure, then Developer shall be entitled to a day-for-day delay in its obligations to commence and complete the Phase 1 Private Infrastructure as set forth herein.

(c) The Project shall include parking improvements containing the number of spaces required by the Applicable Laws and Requirements (the "Parking Improvements").

(d) Developer's plans for landscaping on the Project Site shall be considered in accordance with all Applicable Laws and Requirements.

(e) Developer's design, development and construction of the Improvements shall in all respects comply with the Plans and Specifications (as defined in Section 6.2).

(f) The Project described in this Section 2.2 and Section 2.3 below shall not be amended or modified without: (i) the prior written consent of the UG, which consent shall not be unreasonably withheld, and (ii) full compliance with all Applicable Laws and Requirements.

2.3 Phasing of the Project. The parties agree that the Project is contemplated to be constructed in multiple phases, on a building by building basis as dictated by market demand (each a "Phase" or collectively "Phases"), as described below. The parties hereby agree that the Phases are currently contemplated to be as follows; provided, however, that the Phases may be combined, Developer may proceed with the Phases in any order that it sees fit, and/or the square footages articulated below may be larger or smaller than the estimates below based on market demand:

(a) Phase 1: The design, construction and development of an approximate 366,600 square foot building identified as "Building 1" on Exhibit B-1 attached hereto shall constitute a Phase of the Project ("Phase 1") and shall consist of the design, construction and development of Building 1, along with the Parking Improvements and infrastructure required by Building 1;

(b) Phase 2: The design, construction and development of an approximate 432,640 square foot building identified as "Building 2" on **Exhibit B-1** attached hereto shall constitute a Phase of the Project ("Phase 2") and shall consist of the design, construction and development of Building 2, along with any Parking Improvements and infrastructure required by Building 2;

(c) Phase 3: The design, construction and development of an approximate 226,240 square foot building identified as "Building 3" on **Exhibit B-1** attached hereto shall constitute a Phase of the Project ("Phase 3") and shall consist of the design, construction and development of Building 3, along with any Parking Improvements and infrastructure required by Building 3;

(d) Phase 4: The design, construction and development of an approximate 488,800 square foot building identified as "Building 4" on **Exhibit B-1** attached hereto shall constitute a Phase of the Project ("Phase 4") and shall consist of the design, construction and development of Building 4, along with any Parking Improvements and infrastructure required by Building 4;

(e) Phase 5: The design, construction and development of an approximate 488,800 square foot building identified as "Building 5" on **Exhibit B-1** attached hereto shall constitute a Phase of the Project ("Phase 5") and shall consist of the design, construction and development of Building 5, along with any Parking Improvements and infrastructure required by Building 5;

(f) Phase 6: The design, construction and development of an approximate 436,800 square foot building identified as "Building 6" on **Exhibit B-1** attached hereto shall constitute a Phase of the Project ("Phase 6") and shall consist of the design, construction and development of Building 6, along with any Parking Improvements and infrastructure required by Building 6; and

(g) Phase 7: The design, construction and development of an approximate 349,800 square foot building identified as "Building 7" on **Exhibit B-1** attached hereto shall constitute a Phase of the Project ("Phase 7") and shall consist of the design, construction and development of Building 7, along with any Parking Improvements and infrastructure required by Building 7.

2.4 Minimum Building Improvements. Notwithstanding Developer's intentions to build up to approximately 2,700,000 square feet of improvements in the Project as set forth above, Developer hereby irrevocably covenants and contractually commits to fully construct and complete at least 1,000,000 square feet of buildings in one or more of the Phases set forth in Section 2.3 above (the "Minimum Building Improvements"), and Developer hereby agrees to do so on or before the Completion Date set forth in Section 6.11 below. If Developer shall fail to complete the Minimum Building Improvements by the Completion Date set forth in Section 6.11 below, then (i) the UG shall be entitled to the Annual Shortfall Payments or the proceeds of the Shortfall CID as set forth in subsections (a) and (b) below, and (ii) the UG may terminate this Agreement and/or exercise any other applicable remedies under Section 9.2 below. If and to the extent that Developer constructs and completes the Minimum Building Improvements on or before the Completion Date set forth in Section 6.11 below, the parties hereby agree that the UG shall not have any right to terminate this Agreement as set forth above and Developer shall not be obligated to complete any additional Phases or additional Improvements beyond the Minimum Building Improvements.

(a) If Developer fails to complete the Minimum Building Improvements on or before the Completion Date, Developer hereby agrees to make a payment to the UG on or before January 31st of each year commencing on January 31, 2025 and ending with a final payment on January 31, 2034, which payment shall be equal to one-tenth of the difference between \$7,500,000 and the amount of any PILOTs paid or projected from any Phases completed by Developer on or before the Completion Date (the "Annual Shortfall Payments").

(b) In lieu of the Annual Shortfall Payments described above, if Developer fails to complete the Minimum Building Improvements on or before the Completion Date, Developer may elect to impose community improvement special assessments on the Project Site. The parties hereby agree to create the community improvement district (the "Shortfall CID") pursuant to the CID Petition which is attached hereto as Exhibit G, which Shortfall CID shall be designed to produce proceeds in an amount equal to the Annual Shortfall Payments over a ten (10) year period. No special assessments shall ever be imposed upon the Project Site if and to the extent that Developer shall complete the Minimum Building Improvements on or before the Completion Date. However, if and to the extent that Developer fails to complete the Minimum Building Improvements on or before the Completion Date, Developer must elect the Shortfall CID alternative by written notice to the UG on or before January 31, 2025, in which case the UG shall impose special assessments on the Project Site pursuant to the Shortfall CID, which special assessments shall commence on or before July 1, 2025 and remain in place until such time as the UG has received Shortfall CID proceeds in an amount equal to the Annual Shortfall Payments. Additionally, the UG shall also have the unilateral right to impose special assessments under the Shortfall CID at any time during the Term (as defined in Section 7.1 below) if and to the extent that Developer shall be more than sixty (60) days delinquent in making any of the Annual Shortfall Payments.

(c) The parties hereby agree that Developer's obligation to pay any unpaid Annual Shortfall Payments owed by Developer, and the payment of special assessments under the Shortfall CID shall survive the expiration or earlier termination of the Term of this Agreement.

2.5 General Agreements. Developer agrees to promptly and completely perform each and all of its duties and obligations under this Agreement and the other Transaction Documents. The UG agrees to promptly and completely perform each and all of its duties and obligations under this Agreement and the other Transaction Documents.

ARTICLE 3 INTENTIONALLY DELETED.

ARTICLE 4 FINANCING — SOURCE OF FUNDS

4.1 Financing; Source of Funds. Reference is hereby made to the Total Project Budget attached hereto as Exhibit C-1, and by this reference made a part hereof. However, it is understood and agreed by the parties that the Total Project Budget is for illustrative purposes only, and is intended only to describe and identify the general scope of the Project; the parties hereby agree that this Total Project Budget will necessarily evolve and be modified as the Project progresses and specific tenants come to the Project. Developer shall not be deemed to be in default of this Agreement if the actual costs and investments in particular elements of the Project are less or more than those sums reflected on the attached Total Project Budget. Additionally, a Phase 1 Private Infrastructure description and budget is attached hereto as Exhibit C-2. The costs of the Project (the "Project Costs") will generally be funded by private equity and debt. Developer, using private equity and debt, will pay all of the costs for the design, development and construction of the Project, except for and excluding the Public Infrastructure Improvements, which shall be paid with combination of the Developer's Contribution (as defined below in Section 5.2), along with UG, State and/or federal funding.

4.2 Industrial Revenue Bonds. Developer has requested IRB financing in order to pay certain Project Costs pursuant to K.S.A. 12-1741 *et seq.* For any building to be constructed on the Project Site during the Term, which is consistent with this Agreement and subject to compliance by Developer with all of the UG's current requirements for the issuance of IRBs (as set forth in the UG's IRB policy, as the same may be amended from time to time) and all other Applicable Laws and Requirements, the parties hereby agree that Developer may use IRB financing to obtain certain property tax abatements as set forth below and to obtain an exemption on sales taxes for construction materials for the Project.

(a) Abatements and PILOT. The parties hereby recognize and agree that Developer will request one hundred percent (100%) abatements of ad valorem property taxes for each of the buildings that it intends to develop in the Project (the "Abatements"). Therefore, the UG shall adopt a master resolution of intent indicating its intention to abate the taxes by one hundred percent (100%) and also a payment-in-lieu of taxes ("PILOT" or collectively "PILOTs") per square foot of each constructed building annually via the issuance of individual IRBs, which PILOTs shall be as scheduled on Exhibit D-2 attached hereto for each building developed on the Project Site during the Term according to the procedures set forth herein. A copy of this master resolution of intent is hereby attached hereto as Exhibit D-1 (the "Resolution of Intent"). The parties further agree as follows:

(i) During the Term, the UG shall track the amount of (a) PILOTs actually paid by Developer, and (b) the UG's 44.6% of the ad valorem property taxes from any completed buildings within the various Phases of the Project that come back onto the tax rolls after the Abatements have expired (collectively, the "Infrastructure Reimbursement Credits"); and

(ii) The increases in the annual PILOTs set forth on the schedule attached hereto as Exhibit D-2 shall cease and the PILOTs for any buildings in Phases of the Project that are subject to Abatements shall thereafter be frozen at the then-current PILOT rate following the date during the Term on which the UG has received Infrastructure Reimbursement Credits in an amount equal to or greater than \$7,500,000.

(iii) If and only to the extent that Developer shall timely complete the Minimum Building Improvements on or before the Completion Date, the parties hereby agree that notwithstanding the PILOT schedule attached hereto as Exhibit D-2, on January 1st of the year following a date during the Term on which the UG has received Infrastructure Reimbursement Credits in an amount equal to or greater than the UG's Infrastructure Contribution (as defined in Section 5.2 below), then the PILOTs required to be paid by Developer shall be reduced to Fifteen Cents (\$0.15) per completed building square foot for any buildings in Phases of the Project that are subject to Abatements for the remainder of the term of any such Abatements.

(b) Approval of IRBs. The parties hereby understand and agree that the individual IRBs shall be approved prior to construction but issued on January 1st of the year following the date of Substantial Completion of each such building for which Abatements are sought by Developer and shall mature and be redeemed ten (10) years after such issuance. Each building shall have an individual ten (10) year "clock" commencing upon the aforementioned issuance. The parties hereby agree that no Abatements shall be granted or commence after December 31, 2029.

(c) UG's IRB Policy. The parties hereby understand and agree that the Abatements herein represent a variance from the UG's non-binding IRB Policy dated as of October 21, 2010.

(d) IRB Origination Fee and Costs of Issuance. In connection with each individual IRB, the parties hereby agree that the UG shall assess and collect, and Developer shall pay (or cause to be paid), the UG's customary origination fees and any normal and customary costs of issuance, including the UG's counsel fees.

(e) Compliance with LBE/MBE/WBE Goals. The Developer understands and agrees that the availability of the Abatements is hereby expressly conditioned upon the Developer's compliance with and satisfaction of the terms and conditions of the goals in Section 8.2. In the event that Developer, or Developer's tenant or transferee, shall fail to comply with and fully satisfy the terms and conditions of Section 8.2 for a particular building, then it is hereby understood and agreed that the PILOT for such building shall be increased as set forth in Section 8.2.

(e) Relocations. Notwithstanding anything set forth herein to the contrary, Developer understands and agrees that the Abatements and the IRB financing described in this Section 4.2 are always subject to approval of the UG's Commission, which may grant or deny any such approvals in its sole discretion. Without limiting the generality of the foregoing, the parties hereby understand and agree that the UG's policy is to reduce or deny Abatements for relocations of businesses already operating in Wyandotte County ("Relocations"). The parties agree that in making its Abatement decision regarding Relocations, the UG will consider factors such as whether or not the business has outgrown its current facility, occupies a facility with certain functional obsolescence, or seeks a new facility in order to accommodate a merger or acquisition.

ARTICLE 5

PUBLIC INFRASTRUCTURE IMPROVEMENTS

5.1 Public Infrastructure Improvements. The parties hereby understand and agree that the KTA shall design and construct a new interchange to replace the existing Interstate 70 and Turner Diagonal interchange, as more particularly described on Exhibit B-3.

5.2 Payment of Costs for the Public Infrastructure. Notwithstanding the foregoing, the parties hereby understand and agree that KTA has agreed to design, commence and complete the Public Infrastructure with a combination of funding, including funds from KDOT, the BUILD transportation grant and (a) a \$1,500,000 private contribution from the Developer (the "Developer's Contribution"), and (b) a contribution from the UG which is not to exceed \$7,500,000 (the "UG's Infrastructure Contribution"), it being expressly understood and agreed that the UG's Infrastructure Contribution may be reduced depending upon the final overall project costs for the Public Infrastructure Improvements, and therefore the actual amount of the UG's Infrastructure Contribution (for purposes of Section 4.2(a)(iii) and otherwise) may be less than \$7,500,000. Developer hereby covenants and agrees to pay, deliver and provide the Developer Contribution to KTA within thirty (30) days of a request from KTA. The UG hereby covenants and agrees to pay, deliver and provide the UG's Infrastructure Contribution to KTA within thirty (30) days of a request from KTA.

5.3 Timing of Design and Construction. KTA has indicated its intention to let the Public Infrastructure on or before _____, 2019 and to complete the Public Infrastructure on or before October 31, 2020.

ARTICLE 6

CONSTRUCTION OF IMPROVEMENTS AND INFRASTRUCTURE IMPROVEMENTS

6.1 Architect. Developer shall select such architects, engineers and other design professionals and consultants as are necessary to provide construction documents and construction oversight services for the Improvements. All agreements respecting architectural and engineering services shall be between

Developer and such Persons, and a copy of each such agreement shall be timely provided to the UG upon a request for the same.

6.2 Design and Plans and Specifications. Developer shall, as soon as practicable, provide the UG with plans and specifications for the Improvements (collectively, the "Plans and Specifications"), which Plans and Specifications shall include cost estimates for the Improvements, the design of which is compatible with the Development Plan, and all Applicable Laws and Requirements. Developer recognizes, stipulates and agrees that the Plans and Specifications will be presented to and subject to approval by the appropriate Government Authorities. Without the prior written approval of the appropriate Government Authorities, there shall be no Material Changes to the Plans and Specifications subsequent to the initial approval.

6.3 General Contractor and Construction Documents. Developer shall select a general contractor (the "General Contractor") for the Improvements. Developer represents that its construction documents relative to the Improvements (the "Construction Documents") will require and provide for (a) the design, development, construction, equipping and completion of the Improvements in accordance with the Development Plan, the Plans and Specifications and all Applicable Laws and Requirements; (b) a guaranteed maximum price; (c) guaranteed Substantial Completion not later than the Completion Date (with liquidated damages for failure); and (d) surety of performance and labor and material payment bonds in the full amount of the Construction Documents. Developer shall, as soon as practicable, provide the UG with a copy of the Construction Documents.

6.4 Changes or Amendments. Developer shall promptly deliver to the UG copies of all change orders or other changes or amendments to the Construction Documents. Developer agrees with the UG that it will (a) perform its duties and obligations under the Construction Documents and (b) enforce the obligations of all other parties thereunder.

6.5 INTENTIONALLY DELETED.

6.6 Terms and Requirements of Improvements. The contracts for all Improvements in the Project shall comply with all Applicable Laws and Requirements. Any Material Changes to the Improvements require the prior written consent of the UG. The UG, or its designee, shall have the right to inspect, observe, and oversee the construction of the Improvements in order to ascertain and determine that the standards of the UG have been met. Developer shall obtain the UG's approval of all change orders relating to the Improvements.

6.7 Responsibility for Design and Construction. Developer shall, subject to the terms of this Agreement and the Development Plan, have the sole right, and the responsibility, to design, manage, operate and construct the Project. Developer shall receive no separate fee from the UG for acting as construction manager or developer of the Project.

6.8 Payment and Performance Bonds. If required by Applicable Laws and Requirements, the General Contractor shall be required under the Construction Documents to furnish and maintain in full force and effect performance and labor and material payment bonds in the full amount of the Project Costs, as set forth in the Construction Documents. Said bonds shall be in form and substance and issued by a corporate surety satisfactory to Developer and the UG.

6.9 Permits and Reviews. Developer hereby recognizes, stipulates and agrees that: (a) in the design, construction, completion, use or operation of the Improvements and Phase 1 Private Infrastructure, Developer, or its General Contractor, shall procure and pay for any and all permits, licenses or other forms of authorizations that are, from time to time, required; and (b) nothing herein shall be construed as any

release by the UG of the responsibility of Developer to comply with, and satisfy the requirements of, all Applicable Laws and Requirements.

6.10 Periodic Meetings with Master Developer. From the Effective Date until Substantial Completion of the Project, Developer hereby agrees to meet with the UG at such intervals as Developer, the UG and any such designee of the UG shall mutually agree upon or reasonably request, not more frequently than monthly, to review and discuss the design, development and construction of the Improvements and the Project.

6.11 Completion Date for Minimum Building Improvements. Developer hereby agrees that, subject only to Force Majeure (as defined in Section 10.2 below) and to any delay of completion of the Public Infrastructure Improvements, Developer shall complete construction of the Minimum Building Improvements as described in Section 2.4 on or before January 1, 2025 (the "Completion Date").

ARTICLE 7 USE AND OPERATION

7.1 Term. The Term of this Agreement shall commence on the Effective Date and shall expire on the last day of the later of (a) the expiration of the last Abatement issued within the Project, or (b) December 31, 2039 (the "Term"), if not earlier terminated by one of the parties pursuant to the terms and conditions of this Agreement.

7.2 Use and Operation. Developer covenants that at all times during the Term, it will, at its expense:

(a) Use the Project only for the Permitted Uses.

(b) Conduct its business at all times in a dignified quality manner and in conformity with the first-class industry standards and in such manner as to help establish and maintain a high reputation for the Project.

7.3 Development Plan. During the Term, Developer agrees that it shall perform and comply with each and all of the terms and provisions of the Development Plan and not suffer or permit any default or breach of any such terms or provisions of the Development Plan.

7.4 Maintenance and Use. During the Term, Developer shall cause the Project, and all parts thereof, the Project Site and all other of its property used or useful in the conduct of its business and operations on the Project Site, to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other first-class industrial space in the greater metropolitan Kansas City area, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Project Site. Developer may make additions, alterations and changes to the Project so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements and the Development Plan, and as long as the same do not materially adversely affect Developer's ability to perform its obligations under this Agreement. Developer agrees to set aside on its books such reasonable reserves for future maintenance and capital expenditures.

7.5 Compliance. Developer shall conduct its affairs and carry on its business and operations in such a manner as to comply with all Applicable Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any Government Authorities applicable to the conduct of its business and operations and the ownership of the Project; provided, however, that nothing contained in this Agreement shall require Developer to comply

with, observe and conform to any such law, order, regulation or requirement of any Government Authorities so long as the validity thereof shall be contested by Developer in good faith by appropriate proceedings, and provided that Developer shall have set aside on its books adequate reserves in accordance with GAAP or secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of Developer to meet its obligations under this Agreement. Developer agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Laws and Requirements, unless contested in good faith with the assurances provided in the preceding sentence.

7.6 Payment of Taxes and Other Charges. During the Term, Developer and/or each successor owner within the Project shall pay or cause to be paid as they become due and payable all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon parcels owned by the Developer or upon any income therefrom, including, but not limited to, any taxes, assessments, PILOTs or other governmental charges levied, assessed or imposed on the Project, the Project Site, and/or the Improvements. Ad valorem property taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which said amount is required to be paid, and will be considered delinquent if not paid by such dates of each year or as otherwise determined by Applicable Laws and Requirements. The obligation to make ad valorem property tax payments shall be a covenant running with the land and shall create a lien in favor of the UG on each such tax parcel as constituted from time to time and shall be enforceable against Developer and its successors and assigns in ownership of property on the Project Site. Additionally, Developer hereby understands and agrees that if Developer shall fail to timely pay its ad valorem property taxes as set forth herein, that Developer's access to the IRB financing and Abatements shall be suspended until such taxes are paid in full.

7.7 Payment of Obligations. During the Term, Developer shall promptly pay or otherwise satisfy and discharge all of its obligations and all demands and claims against it as and when the same become due and payable, unless the validity, amount or collectability thereof is being contested in good faith or unless the failure to comply or contest would not materially impair its ability to perform its obligations under this Agreement nor subject any material part of the Project to loss or forfeiture.

7.8 Liens and Encumbrances. During the Term, except for a Permitted Mortgage (as defined below), Developer shall not create or incur or permit to be created or incurred or to exist any mortgage, lien, security interest, charge or encumbrance upon the Project, or any part thereof, and shall promptly cause to be discharged, challenged or terminated all mortgages, liens, security interests, charges and encumbrances that are not a Permitted Mortgage. For purposes hereof, the term "Permitted Mortgage" shall mean any security interest placed on the Project Site or any part thereof by Developer in connection with any construction or permanent financing of the Project. Notwithstanding the foregoing, any Permitted Mortgage shall be subject to the terms and conditions of this Agreement, including without limitation, Section 9.2 of this Agreement.

7.9 Licenses and Permits. During the Term, Developer shall procure and maintain all licenses and permits, and allow all inspections and/or investigations required by Applicable Laws and Requirements or otherwise necessary in the operation of its business and affairs in, on or about the Project.

7.10 Insurance. During the Term, Developer shall maintain or cause to be maintained insurance with respect to the portions of the Project which it owns and operations covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in such amounts as, in the reasonable judgment of the UG, are adequate to protect Developer, the UG and the Project, but in no event in an amount less than that required by the Insurance Specifications attached hereto as **Exhibit E**, and made a part hereof,

or as otherwise required by the terms of the Transaction Documents. Each policy or other contract for such insurance shall: (i) name the UG as an additional insured with respect to liability insurance (but only in an amount equal to Five Hundred Thousand Dollars (\$500,000)), and (ii) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to Developer and each other insured, additional insured, loss payee and mortgage payee named therein. The rights of the UG to any insurance proceeds shall be subject and subordinate to the rights of any Permitted Mortgagee. Throughout the Term, Developer shall ensure the UG is provided with a current and accurate certificate of insurance ("Certificate of Insurance") for each coverage applicable to the Project, the Site, and the Improvements, and for all coverages required herein. Each Certificate of Insurance shall be on ACORD forms or on other forms which the UG may approve in writing.

7.11 Damage, Destruction or Condemnation. The parties hereby agree as follows:

(a) In the event of damage to or destruction of any portion of the Improvements resulting from fire or other Casualty during the Term, or in the event any portion of the Improvements is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, the net proceeds of any insurance relating to such damage or destruction, the net proceeds of such condemnation or taking, or the net proceeds of any realization on title insurance shall be paid into, and used in accordance with, a construction escrow agreement satisfactory to the UG, Developer and any Permitted Mortgagee ("Casualty Escrow").

(b) If, at any time during the Term, the Improvements or any part thereof shall be damaged or destroyed by a Casualty (the "Damaged Facilities"), Developer, to the extent insurance proceeds are made available to Developer and to the extent made possible with said proceeds shall proceed as promptly as possible to repair, restore and replace the Damaged Facilities as nearly as possible to their condition immediately prior to the Casualty and shall be entitled to draw upon the Casualty Escrow for payment of said costs.

(c) If at any time during the Term, title to the whole or substantially all of the Improvements shall be taken in condemnation proceedings or by right of eminent domain, Developer, at its sole discretion, may terminate this Agreement as of the date of such taking. For purposes of this Section 7.11(c), "substantially all of the Improvements" shall be deemed to have been taken if the UG and Developer, each acting reasonably and in good faith, determine that the untaken portion of the Project, including the Parking Improvements, cannot be practically and economically used by Developer for the purposes and at the times contemplated by this Agreement. In the event of condemnation of less than the whole or substantially all of the Improvements during the Term, Developer, to the extent made possible by the proceeds in the Casualty Escrow, shall commence and thereafter proceed as promptly as possible to repair, restore and replace the remaining part of the Project, as nearly as possible, to their former condition, and shall be entitled to draw upon the Casualty Escrow for payment of said costs.

7.12 Indemnity. Developer shall pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of: (a) the acquisition of the Project Site; (b) the design, construction and completion of the Project by Developer; (c) the use or occupation of the Project by Developer or anyone acting by, through or under it; (d) damage or injury, actual or claimed, of whatsoever kind or character occurring after the Effective Date, to persons or property occurring or allegedly occurring in, on or about the Project; (e) any breach, default or failure to perform by Developer under this Agreement; (f) any act by an employee of the UG at the Project Site which are within or under the control of Developer or pursued for the benefit of or on behalf of Developer; and (g) any claims or challenges related to the legality of the approval of, or terms

contained in the planning, zoning, platting or other governmental approvals necessary for this Project, this Agreement, the Development Plan, the IRBs and the terms thereof, and of the financing structure contemplated by this Agreement. Developer shall also pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Developer in any action or proceeding brought by reason of any such claim, demand, expense, penalty or fine. If any action or proceeding is brought against the UG or its governing board members, directors, officers, employees or agents by reason of any such claim or demand, Developer, upon notice from the UG, covenants to resist and defend such action or proceeding on demand of the UG or its governing body members, directors, officers, employees or agents. Notwithstanding the foregoing, no party benefited by this indemnity shall be indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by the said party's own respective willful and malicious acts or omissions or gross negligence. The foregoing covenants contained in this Section 7.12 shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument.

7.13 Prohibition on Sales, Etc. Except for a Permitted Mortgage and except as otherwise provided herein, during the Term, Developer will not, without the prior written consent of the UG: (a) assign, sell, lease, mortgage or otherwise transfer the Project Site, the Improvements or equipment that comprise the Project or any part thereof or any interest therein; (b) merge with or into another corporation or sell or transfer to another corporation substantially all of its assets; or (c) assign this Agreement, or any of the rights, benefits or obligations hereunder. Any such assignment, sale, lease, mortgage, merger or other transfer which is consented to by the UG shall be an "Approved Assignment" and the assignee, purchaser, lessee, mortgagee or transferee shall be an "Assignee." The UG shall have the right to grant or withhold its consent to any of the aforesaid in its reasonable discretion after inquiry and delivery of information to the UG as to whether the proposed Assignee has sufficient financial wherewithal and experience to successfully complete the Project according to the terms of this Agreement. If and to the extent that the proposed Assignee has sufficient experience to complete the Project, is not a convicted felon and demonstrates a net worth of not less than Thirty Million Dollars (\$30,000,000) to the UG (the "Assignment Standards"), then the UG shall not be deemed to be "reasonable" in withholding its consent to such an assignment or transfer. If there is an Approved Assignment, the Assignee shall assume and agree to pay and perform each and all of the terms and provisions of this Agreement. Notwithstanding the foregoing, the parties hereby agree as follows:

(a) that Developer may, subject always to the terms of this Agreement, in the ordinary course of its business, but without the prior written approval of the UG, make leases of portions of the Project to reputable tenants; and

(b) that upon completion of the Minimum Building Improvements, Developer may freely assign, sell, lease, mortgage or otherwise transfer the Project Site, the Improvements, or any equipment that comprise any completed Phase of the Project or any part thereof or any interest therein to a transferee that meets the Assignment Standards without the consent of the UG; provided, however, that Developer shall provide the UG with written notice of any such transfer.

7.14 Access. During the Term, Developer hereby recognizes, acknowledges and agrees that the UG, and its duly authorized representatives and agents, shall have the right to enter the Project at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement or, to the extent Developer has failed to cure any breach within applicable notice and cure periods, to cure any defaults under this Agreement. In exercising its rights hereunder, the UG shall use reasonable efforts to avoid unreasonable interference with the operation of the Project. Except as otherwise provided in this Agreement, the UG shall pay all costs it incurs under this provision. Nothing contained in this Section 7.14

shall restrict or impede the right of the UG to enter the Project pursuant to any Applicable Laws and Requirements.

7.15 Environmental Matters. Developer hereby agrees that as of the Effective Date, Developer shall assume responsibility for the costs of any remediation of any environmental conditions upon the Project Site. Further, Developer shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Project Site in violation of any Environmental Regulation; shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulations; shall cause all Hazardous Substances to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations; shall not install or permit to be installed any underground storage tank therein or thereunder in violation of any Environmental Regulation; and shall comply with all other Environmental Regulations which are applicable to the Project. Developer shall indemnify the UG against, shall hold the UG harmless from, and shall reimburse the UG for, any and all claims, demands, judgments, penalties, fines, liabilities, costs, damages and expenses, including court costs and attorneys' fees incurred by the UG (prior to trial, at trial and on appeal) in any action against or involving the UG, resulting from any breach of the foregoing covenants or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from, the Project Site, whether or not Developer is responsible therefor, it being the intent of Developer and the UG that the UG shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or otherwise with respect to, Hazardous Substances, which arises subsequent to the Effective Date. The foregoing covenants contained in this Section 7.15 shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument. Any amounts covered by the foregoing indemnification shall bear interest from the date incurred at the Prime Rate plus two percent (2%), or, if less, the maximum rate permitted by law, and shall be payable on demand.

7.16 Power of the UG. Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the UG to act in its capacity as a public body. Further, nothing herein shall relieve Developer from complying with all Applicable Laws and Requirements.

ARTICLE 8 SPECIAL PROVISIONS

8.1 Special Agreements of Developer.

(a) Developer recognizes, stipulates and agrees that it will actively market and advertise the Project in the Kansas City Metropolitan area and regionally.

(b) During the Term, Developer agrees to actively participate in the civic, charitable, educational, philanthropic and economic development of the Kansas City, Kansas/Wyandotte County community in activities of its choice. Without limiting the generality of the foregoing, Developer specifically agrees that during the Term, Developer shall be an active, dues-paying member in good standing with the KCK Area Chamber of Commerce and the Wyandotte Economic Development Council ("WYEDC"). Developer further agrees to encourage its tenants and transferees to join and become dues-paying members of the KCK Area Chamber of Commerce and WYEDC.

(c) With regard to businesses that are located in Kansas City, Kansas/Wyandotte County, Developer hereby agrees that it and its Affiliates shall use best efforts to cause their agents, representatives and brokers not to solicit, call upon or otherwise directly market the other properties of the Developer and its Affiliates located outside Kansas City, Kansas/Wyandotte County without first offering and marketing the Project to such businesses. Notwithstanding the foregoing, Developer shall be permitted to respond to direct inquiries from Kansas City, Kansas/Wyandotte County businesses who are actively in the market or who have issued requests for proposals.

(d) Following construction of each building within the Project, Developer shall use best efforts to cause each of its tenants or users of the buildings within the Project to hire Wyandotte County residents for employment at its building within the Project. Developer further agrees to encourage its tenants and transferees to work with WYEDC and the Workforce Partnership to help provide such employment opportunities to Wyandotte County residents.

8.2 LBE/MBE/WBE Employment Opportunity Goals. Developer agrees to comply with the goals set forth on Exhibit F, attached hereto and made a part hereof, in order to identify and provide employment opportunities for local businesses and contractors, women and local minority owned businesses. Developer shall use best efforts to comply with such LBE/MBE/WBE goals for construction of the Project, with limited exceptions for the "Specialized Services" portions of the Project which, due to the nature of the Project, have limited or no qualified bidders for the type and size of building to be completed herein. Except for the Specialized Services described in Exhibit F, if and to the extent that Developer fails to comply with goals that it performs at the Project (including the Phase 1 Private Infrastructure), then such failure shall be a default under the terms of this Agreement and the remedy shall be as set forth herein. If, upon completion of any Phase of the Project, Developer or an Assignee shall have failed to meet the LBE/MBE/WBE goals, then the UG shall have the right to increase each of the PILOT payments scheduled on Exhibit D-2 by five percent (5%) for the term of the IRBs related to the Phase(s) of the Project for which Developer or an Assignee failed to meet the LBE/MBE/WBE goals.

8.3 Green Globes Certification. Developer hereby agrees that it shall comply with the Environmental Design Bonus for Green Globes Certification as set forth on Exhibit H for all buildings in the Project.

ARTICLE 9 DEFAULT AND REMEDIES

9.1 Default Provisions. Developer shall be in default under this Agreement if:

(a) Developer fails to make any of the payments of money required by the terms of this Agreement or any of the Transaction Documents, and Developer fails to cure or remedy the same within twenty (20) days after the UG has given Developer written notice specifying such default;

(b) Developer fails to keep or perform any covenant or obligation herein contained on Developer's part to be kept or performed, and Developer fails to remedy the same within sixty (60) days after the UG has given Developer written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected;

(c) Developer or any Affiliate shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against any such party in a court having jurisdiction and said petition is not dismissed within sixty (60) days; or Developer or any Affiliate

generally is not paying its debts as such debts become due; or Developer or any Affiliate makes an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Developer, or any Affiliate, and such appointment is not dismissed within sixty (60) days; or any execution or attachment shall issue against Developer whereupon the Project, or any part thereof, or any interest therein of Developer under this Agreement shall be taken and the same is not released prior to judicial sale thereunder (each of the events described in this subparagraph being deemed a default under the provisions of this Agreement); or

(d) Developer breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within fifteen (15) days of notice from the UG.

In the event of such default, the UG may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity, and Developer covenants to pay and to indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies.

9.2 Rights and Remedies. Upon the occurrence and continuance of a Developer default, the UG shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(a) Whenever any default by Developer shall have occurred and be continuing, subject to applicable cure periods as set forth above, the UG may: (i) refuse to approve any further IRB financing or Abatements and/or terminate existing Abatements; (ii) terminate this Agreement; and/or (iii) exercise any remedies provided to the UG under the Transaction Documents. The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions.

(b) The UG may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the UG under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the UG resulting from such Developer default.

(c) In the event of such default by Developer, the UG may take such actions, or pursue such remedies, as exist hereunder or at law or in equity and Developer covenants to pay and to indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies.

(d) The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. If a default by Developer occurs under this Agreement and is continuing, the UG may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by Developer of any provision of this Agreement. The UG shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Failure by the UG to enforce any such rights shall not be deemed a waiver thereof.

(e) The UG shall be entitled to interest payments at a rate equal to the lesser of (i) fifteen percent (15%) or (ii) the highest rate which is allowed by Applicable Laws and Requirements on any payments of money required by the terms of this Agreement which are not paid by Developer on or before the date that such payments are due.

9.3 Default by the UG. The UG shall be in default under this Agreement if the UG fails to keep or perform any covenant or obligation herein contained on the UG's part to be kept or performed, and the UG fails to remedy the same within thirty (30) days after Developer has given the UG written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the UG within such period and diligently pursued until the default is corrected. If a default by the UG occurs under this Agreement and is continuing, Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by the UG of any provision of this Agreement; provided, however, that the UG's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the UG be liable for any remote or consequential damages. Developer shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceedings in equity. Under no circumstances shall the UG be liable for remote or consequential damages.

In the event of such default, Developer may take such actions, or pursue such remedies, as exist hereunder or at law or in equity; and if Developer is the prevailing party in an action to enforce its remedies hereunder, Developer shall be entitled, subject to Applicable Laws and Requirements, to reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of Developer in connection with the enforcement of such actions or remedies.

ARTICLE 10 MISCELLANEOUS

10.1 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

10.2 Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God; strikes; lockouts; failure of power or other insufficient utility service; riots; insurrection; environmental remediation required by the appropriate Government Authorities; discovery of cultural, archeological or paleontological resources or endangered species; any lawsuit seeking to restrain, enjoin, challenge or delay construction; war; terrorism; labor difficulties (including jurisdictional labor disputes); judicial or administrative writ, order or decree; legislative decisions or actions, or delay by, applicable local, State or federal governments; casualties at the job site and resulting in direct physical damage to the Project, or occurring off-site and directly disrupting or delaying the supply of labor or materials to the Project; moratoria on the issuance of applicable permits or other governmental approvals; or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement ("Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this

Section 10.2 shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

10.3 Covenants of Parties.

(a) Representations and Warranties of Developer. Developer represents and warrants to the UG as follows:

(i) Organization. Developer is a Missouri limited liability company duly formed and validly existing under the laws of the State. Developer is duly authorized to conduct business in each other jurisdiction in which the nature of its properties or its activities requires such authorization. Developer shall: (1) preserve and keep in full force and effect its corporate or other separate legal existence and (2) remain qualified to do business and conduct its affairs in the State and each jurisdiction where ownership of its property or the conduct of its business or affairs requires such qualification.

(ii) Authority. The execution, delivery and performance by Developer of this Agreement are within Developer's powers and have been duly authorized by all necessary action of Developer.

(iii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the organizational documents of Developer or any provision of law, statute, rule or regulation to which Developer is subject, or to any judgment, decree, license, order or permit applicable to Developer, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which Developer is a party, by which Developer is bound, or to which Developer is subject.

(iv) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by Developer of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the performance by Developer of this Agreement or the consummation of the transactions contemplated hereby except for zoning, building and other customary permits to be obtained from the UG or other governmental units.

(v) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with the terms hereof.

(b) Representations and Warranties of the UG. The UG represents and warrants to the Developer as follows:

(i) Authority. The execution, delivery and performance by the UG of this Agreement are within its powers and have been duly authorized by all necessary action.

(ii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor

compliance with the terms and provisions hereof or thereof, will contravene the ordinances, rules, regulations of the UG or the laws of the State nor result in a breach, conflict with or be inconsistent with any terms, covenants, conditions or provisions of any indenture, agreement or other instrument by which the UG is bound or to which the UG is subject.

(iii) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by the UG of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the performance by the UG of this Agreement or the consummation of the transactions contemplated hereby.

(iv) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of the UG enforceable against the UG in accordance with its terms.

10.4 Amendments. This Agreement may be amended, changed or modified only by a written agreement duly executed by the UG and Developer.

10.5 Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State.

10.6 Invalidity of Any Provisions. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

10.7 Headings. The Article and Section headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

10.8 Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10.9 Time. Time is of the essence in this Agreement.

10.10 Consents and Approvals. Wherever in this Agreement it is provided that the UG or Developer shall, may or must give its approval or consent, the UG or Developer shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for Developer or the UG in any action concerning the other's reasonableness will be action for declaratory judgment and/or specific performance, and in no event shall either such party be entitled to claim damages of any type or nature in any such action.

10.11 Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if delivered: (i) by nationally recognized overnight delivery service; (ii) by electronic mail (with follow up within one (1) business day by United States Mail or by nationally recognized overnight delivery service); or (iii) in person, in each case if addressed to the parties set forth below:

To the UG:

The Unified Government Clerk
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 323
Kansas City, Kansas 66101
Telephone: 913-573-5260
Email: bcobbins@wycokck.org

with a copy to:

Kenneth J. Moore, Esq.
Chief Counsel
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 961
Kansas City, Kansas 66101
Telephone: 913-573-5060
Email: kjmoore@wycokck.org

and a copy to:

Douglas G. Bach
County Administrator
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, 9th Floor
Kansas City, Kansas 66101
Telephone: 913-573-5030
Email: dbach@wycokck.org

and a copy to:

Todd A. LaSala, Esq.
Stinson Leonard Street LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Telephone: 816-842-8600
Email: todd.lasala@stinson.com

To the Developer:

Turner Logistics Center
c/o NorthPoint Development, LLC
4825 NW 41st Street, Suite 500
Riverside, Missouri 64150
Attn: Nathaniel Hagedorn
Telephone: 816-888-7381
e-mail: nathaniel@northpointkc.com

with a copy to:

F. Chase Simmons. Esq.
Polsinelli Shughart PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Telephone: 816-360 4207
Email: csimmons@polsinelli.com:

All notices given by: (i) nationally recognized overnight delivery service, or (ii) electronic mail, and followed up by regular United States mail or nationally recognized overnight delivery service in accordance with the above procedures, shall be deemed duly given one (1) business day after they are so delivered. All notices given in person shall be deemed duly given when delivered.

10.12 Entire Agreement. Together with the Exhibits hereto, this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces all prior oral or written agreements concerning the subject matter hereof.

10.13 Run with the Land. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and shall run with the land. However, Developer shall remain liable in the event of a violation of any of the terms or restrictions set forth in Sections 7.8 and 7.13. Within ten (10) business days after the Effective Date, the parties shall record a memorandum describing this Agreement in the Office of the Register of Deeds of Wyandotte County, Kansas.

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

ANNEX 1
DEFINITIONS

"Abatements" means those certain abatements of ad valorem property taxes for each building developed on the Project Site as described in Section 4.2(a).

"Affiliate" means any person, entity or group of persons or entities which controls Developer, which Developer controls or which is under common control with Developer. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise. However, the parties understand and agree that the term "Affiliate" shall not include passive investors or capital partners without day to day operational control of the Project

"Agreement" means this Development Agreement [Turner Logistics Center] by and between the UG and Developer.

"Annual Shortfall Payments" means the payments to be made by Developer to the UG if Developer fails to complete the Minimum Building Improvements on or before the Completion Date, as described in Section 2.4(a).

"Applicable Laws and Requirements" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by government authorities, and all requirements of any insurers. Applicable Laws and Requirements shall include, without limitation, the Development Plan, the Kansas Cash Basis Law (K.S.A. § 10-1100 *et seq.*) and Budget Law (K.S.A. § 75-2935 *et seq.*).

"Approved Assignment" means any assignment, sale, lease, mortgage, merger or other transfer which is consented to by the UG pursuant to Section 7.13.

"Assignee" means the assignee, purchaser, lessee, mortgagee, or transferee of an Approved Assignment pursuant to Section 7.13.

"Assignment Standards" means that a proposed Assignee has sufficient experience to complete the Project, is not a convicted felon and demonstrates a net worth of not less than Thirty Million Dollars (\$30,000,000) to the UG, as described in Section 7.13.

"Capital Investment" means the total investment by Developer, affiliates, tenants, and other owners or similar entities with the Project including but not limited to acquisition costs, reasonable and customary soft costs (brokerage fees, engineering and design fees, etc.), personal property, building costs, equipment, information technology costs, infrastructure and fixtures, as set forth in Section 2.2(a).

"Casualty" means any fire, storm, earthquake, tornado, flood or natural disaster or other sudden, unexpected or unusual cause of damage or destruction.

"Casualty Escrow" means that certain escrow agreement for the net proceeds of any insurance relating to damage or destruction of any portion of the Improvements, the net proceeds of condemnation or taking of any portion of the Improvements, or the net proceeds of any realization on title insurance for the Project as set forth in Section 7.11(a).

"Certificate of Insurance" means a current and accurate certificate of insurance for each coverage applicable to the Project, the Project Site, and the Improvements, and for all coverages required in Section 7.10 and Exhibit E.

"Completion Date" means the date by which Developer must complete construction of the Minimum Building Improvements, as set forth in Section 6.11.

"Construction Documents" means the construction documents relative to the Improvements, as described in Section 6.3.

"Damaged Facilities" means any part or the whole of the Project to the extent that the same is damaged or destroyed by a Casualty as described in Section 7.11(b).

"Developer" means NorthPoint Development, LLC, a Missouri limited liability company.

"Developer's Contribution" means the \$1,500,000 private contribution from the Developer for the Public Infrastructure, as described in Section 5.2.

"Development Plan" means the plan agreed to by Developer and the UG as more fully described in Section 2.2.

"Effective Date" means the date of this Agreement first above written.

"Environmental Regulation" means any and all present and future laws, statutes, ordinances, rules, regulations and orders of any governmental authority having jurisdiction over the parties hereto or the Project Site or any portion thereof and pertaining to the protection of human health, hazardous substances, pollution, or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as the same may be further amended from time to time (collectively, "CERCLA").

"Force Majeure" is defined in Section 10.2.

"GAAP" means generally accepted accounting principles.

"General Contractor" means that general contractor selected by Developer pursuant to Section 6.3.

"Government Authority" or "Government Authorities" shall mean any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipal, city or otherwise), whether now or hereafter in existence.

"Hazardous Substance" means any substance that is defined or listed as a hazardous or toxic substance and which is regulated as such or may form the basis of liability under any present or future Environmental Regulation, or that is otherwise prohibited or subject to investigation or remediation under any present or future Environmental Regulation because of its hazardous, toxic, or dangerous properties, including, without limitation; (i) any substance that is a "hazardous substance" under CERCLA, and (ii) petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), only to the extent that the constituents of such synthetic gas are released or threatened to be released into the environment.

"Improvements" means those certain improvements to be constructed in the Project as more particularly described in Section 2.2 and generally depicted on **Exhibit B-1**.

"Infrastructure Reimbursement Credits" means the amount of (a) PILOTs actually paid by Developer, and (b) the UG's 44.6% of the ad valorem property taxes from any completed buildings within the various Phases of the Project that come back onto the tax rolls after the Abatements have expired, as described in Section 4.2(a)(i).

"Insurance Specifications" means the insurance requirements on Developer in connection with the Project as generally described in Section 7.10 and more fully set forth in **Exhibit E**.

"Interchange Improvements" means the interchange improvements to be paid for by State and/or federal government funding, as described in Section 2.2(b) and on **Exhibit B-3**.

"IRB" means industrial revenue bond financing pursuant to K.S.A. 12-1741 *et seq.*

"KDOT" means the Kansas Department of Transportation.

"KTA" means the Kansas Turnpike Authority.

"Material Changes" means any substantial change to any agreement, plan or other document referred to herein, which change would require changes to Developer's permits or approval of the appropriate government authorities or is required by Applicable Laws and Requirements.

"Minimum Building Improvements" means the minimum of 1,000,000 square feet of buildings that Developer irrevocably covenants and contractually commits to fully construct, as set forth in Section 2.4.

"Parking Improvements" means the parking improvements containing the number of spaces required by the Applicable Laws and Requirements for the Project, as set forth in Section 2.2(c).

"Permitted Mortgage" means any mortgage placed on the Project Site or any part thereof in connection with any construction or permanent financing of the Project as described in Section 7.8.

"Permitted Mortgagee" means the holder of the Permitted Mortgage.

"Permitted Uses" means a first-class logistics center, including industrial, distribution and manufacturing space.

"Person" shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body or government or other entity.

"Phase" or collectively **"Phases"** means the multiple phases in which the Project is contemplated to be constructed, on a building by building basis as dictated by market demand, as set forth in Section 2.3.

"Phase 1" means the design, construction and development of an approximate 366,600 square foot building identified as "Building 1" on **Exhibit B-1**, along with the Parking Improvements and infrastructure required by Building 1, as set forth in Section 2.3(a).

"Phase 1 Private Infrastructure" means site preparation, site utilities and other infrastructure improvements for the Project Site, as described in Section 2.2(b) and on **Exhibit B-2**.

"Phase 2" means the design, construction and development of an approximate 432,640 square foot building identified as "Building 2" on **Exhibit B-1**, along with any Parking Improvements and infrastructure required by Building 2, as set forth in Section 2.3(b).

"Phase 3" means the design, construction and development of an approximate 226,240 square foot building identified as "Building 3" on **Exhibit B-1**, along with any Parking Improvements and infrastructure required by Building 3, as set forth in Section 2.3(c).

"Phase 4" means the design, construction and development of an approximate 488,800 square foot building identified as "Building 4" on **Exhibit B-1**, along with any Parking Improvements and infrastructure required by Building 4, as set forth in Section 2.3(d).

"Phase 5" means the design, construction and development of an approximate 488,800 square foot building identified as "Building 5" on **Exhibit B-1**, along with any Parking Improvements and infrastructure required by Building 5, as set forth in Section 2.3(e).

"Phase 6" means the design, construction and development of an approximate 436,800 square foot building identified as "Building 6" on **Exhibit B-1**, along with any Parking Improvements and infrastructure required by Building 6, as set forth in Section 2.3(f).

"Phase 7" means the design, construction and development of an approximate 349,800 square foot building identified as "Building 7" on **Exhibit B-1**, along with any Parking Improvements and infrastructure required by Building 7, as set forth in Section 2.3(g).

"PILOT" or "PILOTs" means payment-in-lieu-of-taxes, as further described in Section 4.2(a).

"Plans and Specifications" means those plans and specifications generally described in Section 6.2.

"Prime Rate" means the rate of interest announced from time to time by Security Bank of Kansas City, or any successor to it. If such bank, or any successor to it, ceases to announce a prime rate, the UG shall designate a reasonably comparable financial institution for purposes of determining the Prime Rate.

"Project" means the design, development, and construction of certain improvements on the Project Site for a first-class industrial park as more particularly set forth in Section 2.2.

"Project Costs" means the costs of designing, developing, constructing and completing the Project as more particularly set forth in Section 4.1 and **Exhibit C-1**.

"Project Site" means that certain real property legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2**.

"Public Infrastructure" those certain infrastructure improvements to improve access to the Project Site which are to be designed and constructed by the KTA and paid for by the UG and Developer (along with public funding from the federal government, KDOT and other sources), as described in Recital B.

"Relocations" means relocations of businesses already operating in Wyandotte County to the Project Site, as described in Section 4.2(e).

"Resolution of Intent" means that certain master resolution of intent indicating the UG's intention to grant to Developer the Abatements for each building developed on the Project Site during the Term, as described in Section 4.2(a) and **Exhibit D**.

"Shortfall CID" means the special assessment community improvement district that Developer or the UG may elect to impose on the Project Site in lieu of the Annual Shortfall Payments, if Developer fails to complete the Minimum Building Improvements on or before the Completion Date, as described in Section 2.4(b).

"State" means the State of Kansas.

"Substantial Completion" means the stage in the progress of the construction of the Project, or as to any particular portion thereof, when said construction is sufficiently complete so that the Project or such particular portion can be occupied or utilized for its intended use.

"Term" means the term of this Agreement as set forth in Section 7.1.

"Transaction Documents" means the lease, along with any bond trust indentures, bond purchase agreements, tax compliance agreements, financing agreements, and other similar documents executed and delivered by the parties in connection with the IRB financing.

"Total Project Budget" means the budget attached hereto as **Exhibit C-1**.

"UG" means the Unified Government of Wyandotte County/Kansas City, Kansas.

"UG's Infrastructure Contribution" means and the contribution from the UG which is not to exceed \$7,500,000 for the Public Infrastructure, as described in Section 5.2.

"WYEDC" means the Wyandotte Economic Development Council.

INDEX OF EXHIBITS

Exhibit A-1	The Project Site - Legal Description
Exhibit A-2	The Project Site – Map
Exhibit B-1	The Project – General Depiction
Exhibit B-2	Phase 1 Private Infrastructure
Exhibit B-3	Public Infrastructure
Exhibit C-1	Total Project Budget
Exhibit C-2	Phase 1 Private Infrastructure Budget
Exhibit D-1	Resolution of Intent
Exhibit D-2	PILOT Schedule
Exhibit E	Insurance Specifications
Exhibit F	LBE/MBE/WBE Goals and Requirements
Exhibit G	Shortfall CID Petition
Exhibit H	Green Globes Certification

EXHIBIT A-1

THE PROJECT SITE – LEGAL DESCRIPTION

EXHIBIT A-2

THE PROJECT SITE – MAP

GENERAL SITE PLAN – IMPROVEMENTS



C:\USERS\CO-CHANCELLOR\NORTHPOINT\SITEPOINT DROPBOX\01 PROJECTS\TURNER I (KANSAS CITY, KS)\MASTER PLANNING\02 CAD FILES\01 CIVIL 3D\PLANS\CONCEPT INFRASTRUCTURE PLAN A.DWG

EXHIBIT B-2

DEVELOPER'S PHASE 1 PRIVATE INFRASTRUCTURE

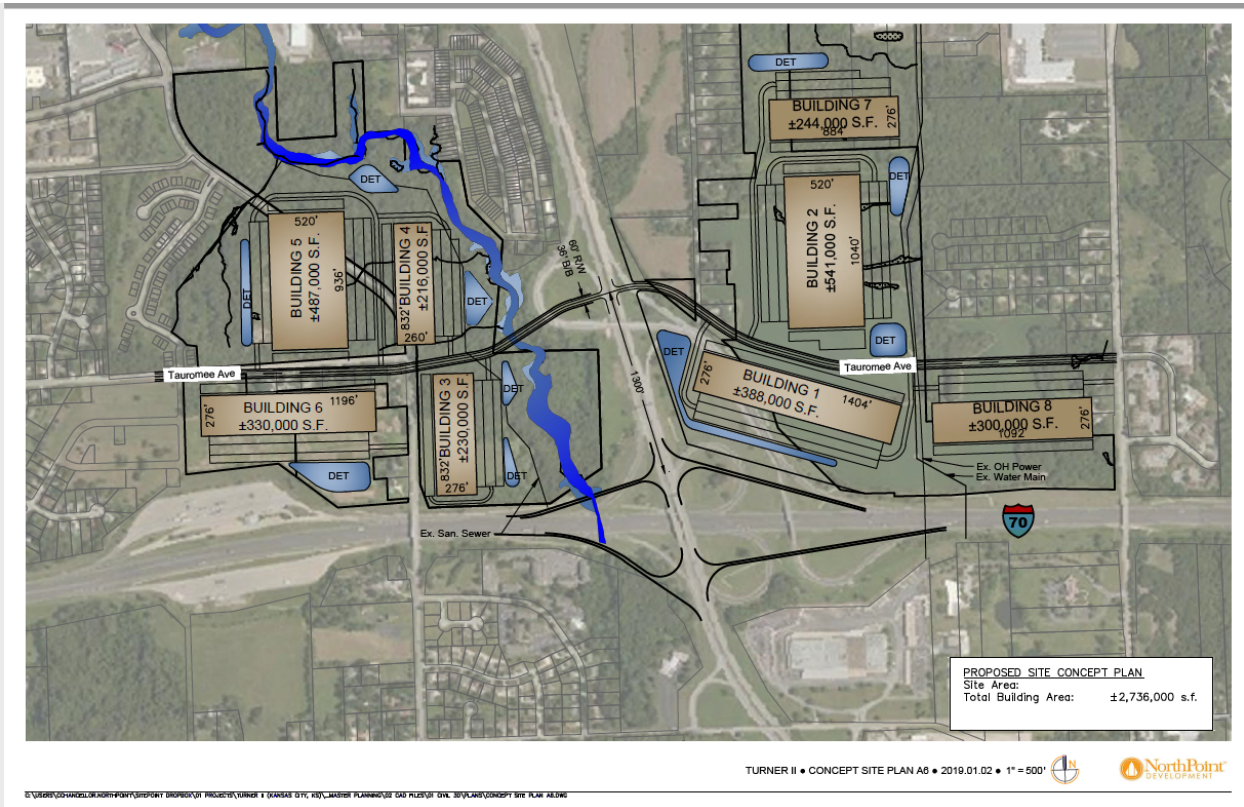


EXHIBIT B-3

INTERCHANGE IMPROVEMENTS

The Public Infrastructure includes a reconfiguration of the interchange at Interstate 70 and Turner Diagonal with a diverging diamond interchange, reusing the existing concrete bridges. An illustration of the proposed interchange improvements is attached.

As part of the Public Infrastructure project, more short-term truck staging space will also be made available by reconfiguring the adjacent truck staging area to utilize the space more efficiently. Because KTA operates this stretch of I-70, triple trailers will be allowed on the facilities, and so the truck-staging area would provide a location for triple trailers to drop off their 3rd trailer prior to entering the KDOT and local facilities where the same are prohibited.

[Illustration on following page]

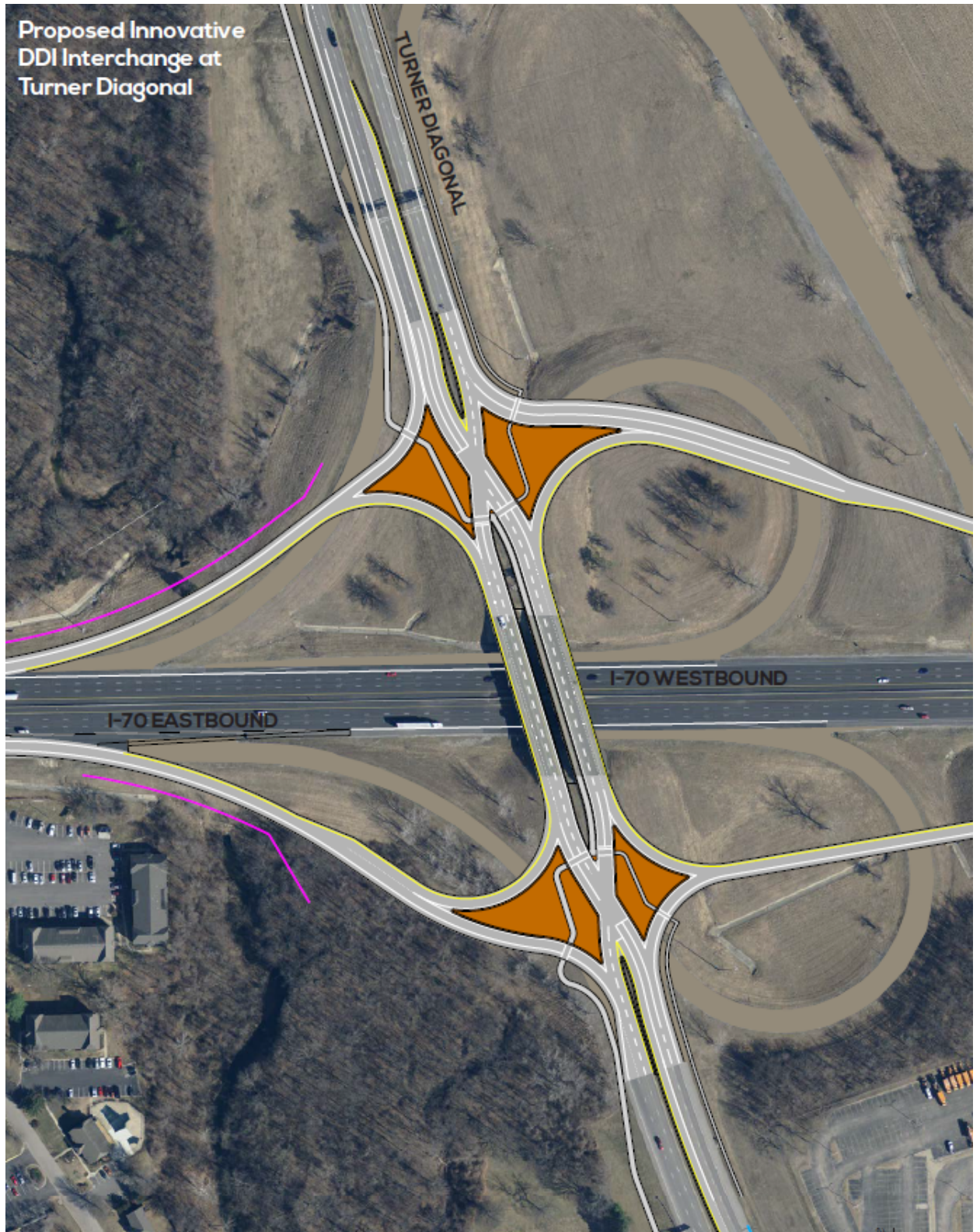


EXHIBIT C-1

TOTAL PROJECT BUDGET

EXHIBIT C-2

PHASE 1 PRIVATE INFRASTRUCTURE BUDGET

EXHIBIT D-1

RESOLUTION OF INTENT

EXHIBIT D-2
PILOT SCHEDULE

Year	Per Square Foot PILOT
2020	\$ 0.14
2021	\$ 0.1600
2022	\$ 0.1800
2023	\$ 0.1800
2024	\$ 0.2000
2025	\$ 0.2000
2026	\$ 0.2200
2027	\$ 0.3000
2028	\$ 0.3200
2029	\$ 0.3400
2030	\$ 0.3400
2031	\$ 0.3600
2032	\$ 0.3800
2033	\$ 0.4800
2034	\$ 0.4800
2035	\$ 0.4800
2036	\$ 0.4800
2037	\$ 0.4800
2038	\$ 0.4800
2039	\$ 0.4800

EXHIBIT E

INSURANCE SPECIFICATIONS

1. Worker's Compensation. Developer may self-insure, to the extent allowed by applicable law. The self-insured retention shall be that which is standard in the industry. Developer will then purchase excess Worker's Compensation Insurance with statutory limits over the self-insured retention. If self-insurance is not available under applicable state law, coverage will be purchased in accordance with the statutory requirements.
2. Comprehensive General Liability. Developer will purchase and maintain with primary limits of \$2,000,000.
3. Automobile Liability. Developer will purchase and maintain with primary limits of \$1,000,000.
4. Excess Liability. Developer will purchase and maintain excess liability insurance in an amount not less than \$5,000,000.
5. Special Perils Form Property Insurance. Developer will purchase on a replacement cost basis. Deductibles and limits will be standard to those in the industry, and the policy shall include an "Agreed Amount" endorsement.

EXHIBIT F

LBE/MBE/WBE GOALS AND REQUIREMENTS

This Exhibit sets forth the guidelines for the utilization of local business, minority and women enterprises and local resident, minority and women participation and equal employment opportunity referenced in **Section 8.2** of the Development Agreement for Turner Logistics Center ("**Development Agreement**") between the Unified Government of Wyandotte County/Kansas City, Kansas ("**UG**") and NorthPoint Development, LLC ("**Developer**"). The parties agree as follows:

I. SCOPE

These procedures are applicable to the construction of the Project, including but not limited to all aspects of the construction of the Improvements and all related facilities, including labor, materials and supplies and construction-related services, but not including Specialized Services.

II. DEFINITIONS

All capitalized terms used in this Exhibit shall have the meaning ascribed to them in the Development Agreement and made a part thereof, or as otherwise set forth herein.

A. "Best Efforts" has the meaning set forth in Section III.C.3.b herein.

B. "Construction" means all aspects of the construction of the Improvements, all related facilities and the Project, including labor, materials and supplies and construction-related services, whether performed or contracted for by or on behalf of Developer.

C. "Contractor" means the Proposer selected by Developer for the design, development, or construction of the Project.

D. "Developer" means _____, and any of its successors, assigns or anyone holding portions of the Project by or through them.

E. "Local Business Enterprises or LBE" means businesses headquartered or which maintain a Substantial Local Office that performs the significant functions of the business in Wyandotte County or businesses of which at least 51% of the stock, equity or beneficial interest is owned, held, or controlled and whose day-to-day management is under the control of an individual residing in Wyandotte County. There is no formal certification process for LBE designation. It is determined and assigned based on the criteria referenced in this definition and payment of all applicable Wyandotte County taxes and/or licensing fees.

F. "Local Resident" means an individual that, during his or her employment with the Project, maintains his or her place of domicile in Wyandotte County, Kansas.

G. "Minority Business Enterprise or MBE" means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of a person who is a member of an American ethnic minority group including African-American, Asian-Indian, Asian-Pacific, Hispanic and Native American.

H. "Professional Services" means advisory or consulting activities including, but not limited to, architectural, engineering, legal, accounting, financial, marketing, environmental studies, and financial

services contracted for by or on behalf of Developer for the operations of the Project but specifically excluding professional services that have historically been sourced and performed at the holding company level by Developer (i.e. legal and accounting services).

I. "Proposer" means a person who submits a proposal in response to a solicitation for proposals issued by Developer or one of its Contractors with respect to the design, development or Construction of the Project or with respect to the annual operations of the Project.

J. "Specialized Services" means expertise, services or products, the application of which are unique to the business of the Project and which are only available through sole or limited source providers or national vendors. Specialized Services shall also include the services provided by the Contractors and designers who have been involved with and have previous experience on similar projects with Developer and which Developer has engaged or intends to engage to perform similar services for the Project.

K. "Substantial Local Office" means an office operated and financially supported by a firm that has sufficient space, staff, and equipment to carry on the local business of the firm and that is engaged in significant, on-going local involvement with the business community in Wyandotte County, Kansas.

L. "Women Business Enterprise or WBE" means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of one or more women who are U.S. citizens or legal resident aliens.

III. DESIGN, DEVELOPMENT AND CONSTRUCTION OF THE PROJECT

A. GOALS FOR LBE/MBE/WBE PARTICIPATION

1. Project Design, Development and Construction Goals.

Developer will use its best efforts, as defined in Section III.C.3.b, to meet the following goals based upon the total cost of the Improvements and all related facilities for the Project. In no event shall Developer be required to incur higher costs as a result of its commitment to attempt to meet such goals. These goals are based upon a disparity study performed for the Kansas City Metropolitan Area for LBE, MBE and WBE participation. These goals are not to act as quotas or set asides.

	Construction	Professional
LBE	18%	18%
MBE	15%	13%
WBE	7%	8%

It is the intent of the UG to give preference to the utilization of LBEs so long as all other factors relating to the award of an individual contract are equal. If the factors relating to an award of an individual contract are equal, Developer shall give preference to the utilization of LBEs over the utilization of MBEs and WBEs. Developer shall strive to meet each individual goal listed.

2. Contract Specific Goals.

Where appropriate, the UG may agree to different specific goals for specific elements of the Project to be awarded by Developer, when proposed by Developer, relating to the design, development and construction of the Project, based upon the availability of qualified LBEs and certified MBEs and WBEs to perform the specific scopes of work delineated in Developer's Project Utilization Plan.

3. Eligibility for Credit.

a. Only LBE businesses that are qualified and/or MBE or WBE businesses that are certified or undergoing certification at the time of submittal of the subject bid or proposal and ultimately certified as MBEs or WBEs by the Kansas Department of Commerce, State of Missouri, Missouri Department of Transportation (MODOT), City of Kansas City, Missouri, MidAmerica Minority Business Development Council (MAMBDC), Women's Business Enterprise National Council or any other public or private entity reasonably acceptable to the UG, may be counted towards the participation goals set forth in Section III.A.1.

b. In the event that a contract has been awarded on the Project to an approved LBE/MBE/WBE business, and such LBE/MBE/WBE business later becomes unapproved prior to the completion and acceptance of all the work to be provided under such contract, then Developer shall receive credit towards the goal for only that portion of work performed or services provided up to the point such business becomes unapproved.

4. Construction Workforce.

a. Recruitment and outreach. Developer will use its best efforts to employ and to ensure its Contractors employ Local Residents, minorities and women in all aspects of the design, development and construction of the Project except for Specialized Services. These efforts shall include but not be limited to:

i. advertising in appropriate publications, describing the work available, pay scales, and application procedures and maintaining a log or copies of these ads showing the date of publication and identifying the publication;

ii. working with local community organizations, minority and women's community organizations and other appropriate organizations to seek qualified Local Residents, minorities and women (a list of these organizations may be provided by the UG upon request); and

iii. working with the UG to promote diversity and inclusion in all aspects of the Project.

b. Employment Procedures. Developer and its Contractors shall implement equal employment opportunity hiring and job action procedures as those terms are commonly understood.

B. DEVELOPMENT AND PROJECT UTILIZATION PLANS

1. Submissions, Content, and Fulfillment of Developer's Project Utilization Plan.

a. Fourteen (14) calendar days before the solicitation of the first proposal for the Construction of part of the Project, Developer will submit a Project Utilization Plan to the UG for review and approval. The Project Utilization Plan shall be on the form attached to this Exhibit as Attachment A or on another form provided or approved by the UG. The Project Utilization Plan shall set forth: all categories of work that will be covered within solicitations that Developer or its Contractors intend to issue for all Construction and Professional Services providers necessary for Construction of the Project; an estimate of the dollar value of all work covered by these solicitations and an estimate of the dollar value of work within each identified work category; the dollar value of the work for each identified work category that is projected to be performed by LBEs, MBEs and WBEs; the potential joint ventures with LBEs, MBEs and WBEs within each identified work category; an overall schedule of all work projected to be performed, related to the design, development and construction of the Project laid out sequentially over time; and the actions Developer intends to take, with respect to each of these solicitations, to make its best efforts to meet the goals set forth in Section III.A.1.

b. Developer, in the Project Utilization Plan, shall designate one person as the project manager to serve as the point of contact with the UG on all matters related to the Project Utilization Plan. Developer shall provide the project manager's name, address (including e-mail address if available) and phone number to the UG. The project manager shall be an individual with administrative authority with regard to enforcement of the stipulations of this Exhibit.

c. The goals of Section III.A.1. may be met by the expenditure of dollars with approved LBE, MBE or WBE prime Contractors, material suppliers, subcontractors, or through joint ventures with approved LBEs, MBEs or WBEs.

i. The participation of certified MBE and WBE Proposers may count toward each goal for which they qualify, and the participation may be divided between two goals but may not be double-counted. These prime Proposers shall receive credit towards the goals for the dollar value of the contract.

ii. Approved or certified MBE, and WBE and/or qualified LBE material suppliers, regular dealers and manufacturers shall be credited towards the goals for the dollar value of the contract.

iii. A joint venture involving an approved LBE, MBE or WBE as a partner may be counted towards the applicable goal only to the extent of the dollar amount that the approved LBE, MBE or WBE is responsible for and at risk, except, however, if the LBE/MBE/WBE is the majority partner in the joint venture, the entire joint venture contract amount shall be counted, less any work subcontracted to the non LBE/MBE/WBE joint venture partner. To receive credit, the approved LBE, MBE or WBE must be responsible for a clearly defined portion of the work, profits, risks, assets and liabilities of the joint venture.

iv. Participation by a certified MBE owned by a minority woman may be counted as MBE participation or as WBE participation; however, this participation cannot be double-counted. A certified MBE or WBE may also be counted towards the LBE goal, if qualified as LBE. The amount of participation by these businesses may be divided between the MBE or the WBE goals but may not be double-counted. A qualified LBE that is certified as MBE and WBE shall be counted toward the LBE and the MBE or WBE goals, but shall not be counted toward both the MBE and WBE goals.

v. Only the participation of LBEs, MBEs and WBEs that provide a commercially useful function required for the work of the specific solicitation shall be counted toward achievement of the goals. The LBE, MBE or WBE must be responsible for the execution of a distinct element of the work by actually performing, managing, or supervising its function in the work identified in the solicitation. Brokering is not credited. Purchases from LBEs, MBEs and WBEs that constitute indirect or general overhead costs to a projected Proposer's business may not be counted toward the goals. Costs directly incurred solely to perform the work with respect to a Project contract may be counted toward the goals.

2. Evaluation of Project Utilization Plans.

a. The UG will review Developer's Project Utilization Plan respecting each category of work identified by Developer. In conducting its review, the UG shall evaluate the extent to which the actions Developer proposes to take to meet the goals constitute best efforts, as set forth in Section III.C.3.b. below. In no event shall Developer or any of its Contractors be required to engage any LBE, MBE or WBE that is not the low bidder or is not qualified or capable of performing the work to acceptable standards in the reasonable discretion of Developer.

b. No changes to the Project Utilization Plan are permitted after its submission to the UG without the prior submission of the proposed change to the UG and receipt of the UG's written approval, which shall not be unreasonably withheld or delayed.

C. CONTRACT AWARD COMPLIANCE PROCEDURES

1. Solicitation Documents.

Five (5) calendar days before the issuance of each solicitation, Developer shall submit the solicitation documents and the bid list to the UG. This submittal is mandatory for each bid subject to L/M/WBE goals. The solicitation documents for each contract for which goals are established shall contain a description of the requirements set forth in this Exhibit; the LBE, MBE and WBE goals; and the areas of projected subcontracting.

2. Developer's Report of Solicitation Results.

Within seven (7) working days after the date set for receipt of proposals by each solicitation issued for Developer for the Construction of the Project, the Project Manager shall submit to the UG, on a form provided or approved by the UG, a Report of Solicitation Results (the "Report") fully describing all proposals received in response to the solicitation. The Report shall: (1) state the estimated total dollar value of the work covered by the solicitation; (2) state the name of all Proposers; (3) state the total dollar value of work covered by proposals submitted by approved

LBEs, MBEs and/or WBEs (for both Construction and Professional Services); (4) provide all relevant information concerning each joint venture Proposer; and (5) state the names of all subcontractors to Proposers (to the extent then available), which are approved LBEs, MBEs and/or WBEs, and the dollar value of work covered by proposed subcontracts between Proposers and LBEs, MBEs and/or WBEs. The Report shall also indicate to which of the Proposers, including joint venture Proposers, the Developer or any of its Contractors is intending to award contracts resulting from the solicitation. In addition, with respect to any LBE, MBE, or WBE goal established in the Developer's Project Utilization Plan that it appears from the proposals received will not be met, Developer shall include in the Report a precise description of all best efforts it has undertaken or caused to be undertaken to meet the established goals. These submittals are mandatory for all solicitations subject to LBE/MBE/WBE goals.

3. UG Review of Developer's Report of Solicitation Results.

a. Within seven (7) calendar days of receiving a Report of Solicitation Results for review, the UG, based on its review of the Report, shall advise Developer whether it appears that, in light of Developer's indication of the Proposers to whom it intends to award contracts, Developer will meet the goals set forth in the Project Utilization Plan or if not, whether Developer has established best efforts to meet these goals, and shall state the reasons for this conclusion, referring to the specific best efforts criteria contained in Section III.C.3.b. below. As a part of its review, the UG may ascertain whether LBE, MBE or WBE subcontractors agree with the dollar value of the work and the scope of the work, as identified in the proposal.

b. For each Project Utilization Plan goal that is not achieved, Developer shall be deemed to have used best efforts ("**best efforts**") to meet the Project Utilization Plan goals for Construction and Professional Services set forth in Section III.A.1. of this Exhibit if Developer shall have taken substantially all the following actions:

i. Developer is seeking or has sought timely assistance of the UG to identify qualified LBEs, MBEs and WBEs;

ii. Developer is advertising or has advertised contract opportunities in local, minority and women media;

iii. Developer is providing or has provided reasonable written notice of opportunities and informational meetings to approved LBEs, MBEs and WBEs;

iv. Developer is following up or has followed up initial solicitations of interest by contacting LBEs, MBEs and WBEs;

v. Developer is segmenting or has segmented portions of the work to increase the likelihood of LBE, MBE and WBE participation, where feasible;

vi. Developer is providing or has provided interested LBEs, MBEs and WBEs with timely and accurate information about the plans, specifications, requirements, deadlines, and bidding procedures of the contracts;

vii. Developer is negotiating or has negotiated in good faith with interested LBEs, MBEs and WBEs, not rejecting them as unqualified without

sound reasons, based on a thorough review of their capabilities and prior work histories;

viii. Developer is seeking or has sought to educate and assist LBEs, MBEs, and WBEs in obtaining bonding, lines of credit, or insurance required to perform the contract; and

ix. Developer is or has worked with local, minority and women contracting, professional, civic and community organizations, government officers and any other organization or persons, as identified by the UG, that provide assistance in the recruitment of LBEs, MBEs and WBEs.

Failure by the Developer to take all of the foregoing actions shall not be determinative that Developer has not used its best efforts.

4. Signed Contracts.

Within thirty (30) days of provision of the UG's evaluation of the Report of Solicitation Results to Developer, the project manager shall submit signed contracts with successful Proposers to the UG. This submittal must be made before any contracts are awarded.

D. SUBCONTRACTOR RELATIONS

1. Documentation of Subcontracting Agreements.

All subcontracting services shall be evidenced by a written agreement stating, at a minimum, the scope of work to be performed and the amount to be paid for performance of the work. Unit price subcontracts are acceptable if appropriate to the type of work being performed.

2. Documentation of Schedules.

a. For Construction contracts, the Contractor must present a work schedule that includes when the LBE, MBE and WBE subcontractors will be utilized at the job site. This schedule is due on or before the pre-construction meeting with the UG and the project manager representing Developer.

b. For Professional Services contracts, Developer must present a written schedule of when the LBE, MBE and WBE consultants will be working on the Project. This schedule must be submitted to the UG on the day of execution of the contract for services.

3. Substitutions, Additions or Deletions.

Where a substitution for a LBE, MBE or WBE subcontractor must occur after submission of proposals by Developer to the UG, Developer's project manager must submit the proposed change or substitution to the UG for review. The UG shall have no authority to approve or reject any change or substitution. The sole purpose of the review by the UG shall be to determine whether the LBE, MBE or WBE should be counted toward achievement of the goals of Section III.A.1.

IV. UG'S ASSISTANCE TO DEVELOPER

The UG shall use its best efforts to provide assistance to Developer in fulfilling its obligations as set forth in this Exhibit. Developer assumes all responsibility for its best efforts in meeting the goals and complying with the procedures and processes set forth herein. The UG assumes no duty or responsibility to the Developer with respect to Developer's fulfillment of the goals set forth in this Exhibit by reason of the provision of assistance to Developer. Examples of assistance the UG may provide include but are not limited to:

- A.** providing information and technical assistance regarding the Project to Developer and its agents, including Contractors, subcontractors, LBEs, MBEs, WBEs, officials, and other interested persons;
- B.** developing and maintaining a registry of approved LBE/MBE/WBE businesses;
- C.** assisting with identifying potential LBEs, MBEs, and WBEs and reviewing their qualifications to participate in the Project;
- D.** updating Developer and its agents on current or proposed affirmative action legislation that may affect the Project;
- E.** recommending contract specific goals, as appropriate;
- F.** providing assistance in pre-award activities, such as provision of model or example Project Utilization Plans and work segmentation;
- G.** reviewing Developer, Contractor, and subcontractor performance and LBE/MBE/WBE participation on the Project;
- H.** providing advice relative to utilization and compliance matters;
- I.** conducting compliance reviews and audits of LBE/MBE/WBE participation;
- J.** evaluating requests for substitutions, additions, and deletions;
- K.** assisting Developer and its agents in addressing issues related to the goals and procedures set forth in this Exhibit;
- L.** reviewing payments to subcontractors, as documented by monthly reports submitted by Developer;
- M.** reviewing complaints from LBEs, MBEs WBEs, Contractors, subcontractors, and any other interested persons regarding these goals and procedures;
- N.** assisting in Developer's development of forms to document compliance with these procedures; and
- O.** reviewing and approving utilization plans and contract award submittals.

V. DEVELOPER COMPLIANCE RECORDS AND REPORTS.

A. RECORDS

Developer shall maintain those records as may reasonably be required to demonstrate compliance with the goals and procedures set forth in this Exhibit. These records shall be available to the UG upon reasonable notice.

B. DEVELOPMENT AND PROJECT UTILIZATION PLAN REPORTS

Developer shall update the Project Utilization Plan quarterly on the form attached hereto as Attachment B or another form provided or approved by the UG and shall include information requested thereon. In addition, each quarterly report shall include the following for each LBE, MBE or WBE whose participation is utilized by Developer to be applied to the goals set forth herein: business name and address of each LBE, MBE and WBE and a brief description of the work to be performed by each. Developer also shall document the change orders to contracts awarded in each quarterly report.

VII. PROJECT COMPLIANCE EVALUATION.

A. RECORDS

Developer shall maintain those records as may reasonably be required to demonstrate compliance with the goals and procedures set forth in this Exhibit. These records shall be available to the UG upon reasonable notice.

B. PROJECT UTILIZATION PLAN REPORTS

Developer shall provide the UG with information sufficient to document the participation under this Exhibit, including monthly compliance reports on the forms attached hereto as Attachments B and C or another form provided or approved by the UG. In addition, each monthly report shall include the following for each LBE/MBE/WBE whose participation is utilized by Developer to be applied to the goals set forth herein: business name and address of each LBE/MBE/WBE; and a brief description of the work to be performed by each. Developer also shall document the change orders to contracts awarded in each monthly report.

C. REMEDIES

Subject to the provisions of Section 9.1 of the Development Agreement, if Developer should fail to provide a Report required by this Exhibit, and fail to cure such failure within fourteen (14) days after receipt of written notice from the UG, then such failure to cure shall constitute an event of default and the UG shall have those remedies set forth in the Development Agreement.

If, after reviewing Developer's Reports, UG believes that the participation goals contained in this Exhibit have not been met, and that the best efforts described herein have not been met, then the UG shall inform Developer of this determination in writing. Remedies shall be available as set forth in Section 8.2 of the Development Agreement, including increases to the PILOT payments.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

**UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

By: _____
County Administrator
Dated: _____, 2019

NORTHPOINT DEVELOPMENT, LLC

By _____

Dated: _____, 2019

Attachment A
Unified Government
Project Utilization Plan

Date: _____

Project Name: _____

Bid Package	Estimated Contract Value	Estimated LBE Value	Estimated LBE %	Estimated MBE Value	Estimated MBE %	Estimated WBE Value	Estimated WBE %	Total Combined Value	Total Combined %
DIVERSITY TOTAL	0			0	#DIV/0!	0	#REF!		

Attachment B
LBE/MBE/WBE Utilization Report

LBE/MBE/WBE - UTILIZATION REPORT										Month, Year				
CONSTRUCTION														
APPLICABLE TRADES					Total by Classification		Goal		Actual					
							0.00%		LBE				0.00%	
							0.00%		MBE				0.00%	
							0.00%		WBE				0.00%	
Discipline	Subcontractor/Supplier Name	Original Contract Value	Change In Contract Value	Total Contract (Excluding CCIP)	LBE		MBE		WBE		Certifying Agency or Local Zip Code			
					\$	%	\$	%	\$	%				
Bid Package #1														
Bid Package #2														
Bid Package #3														
Bid Package #4														
Bid Package #5														
Total Applicable Contract Volume Awarded To Date														
					\$	%	\$	%	\$	%				
					TOTAL - LBE		TOTAL - MBE		TOTAL - WBE					

Attachment C

LBE/MBE/WBE COMPLIANCE

**SUMMARY REPORT
EXPENDITURES FOR REPORTING PERIOD**

GOODS SUPPLIES and OTHER SERVICES	Total	Class	Percent	Comments
Total \$ Awarded				
Total \$ Expended				
Total \$ MBE		% MBE		
Total \$ WBE		%WBE		
Total \$ M/WBE		%M/WBE		

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MINORITY AND WOMEN EMPLOYEES

List the name, address, trade, classification, date hired, sex and ethnic origin for each minority/women employed by your company.

Name & Address	Trade	Classification	Date Hired	Sex	Ethnic Origin

EXHIBIT G
SHORTFALL CID PETITION

EXHIBIT H
GREEN GLOBES CERTIFICATION