

SECOND AMENDMENT TO TAX CONTRIBUTION AND DISBURSEMENT AGREEMENT

THIS SECOND AMENDMENT (this “**Second Amendment**”), entered into on _____, 2022, by and among the CITY OF KANSAS CITY, MISSOURI (the “**City**”), the TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY, MISSOURI (the “**Commission**”), OZ DEVELOPMENT COMPANY, LLC, a Missouri limited liability company (the “**Redeveloper**”) and NOVAK BIRKS, PC (the “**Cost Certifier**”) (each a “**party**” and collectively, the “**parties**”).

R E C I T A L S

A. On July 9, 2021, the parties entered into a Tax Contribution and Disbursement Agreement (the “**Original Agreement**”).

B. On February 15, 2022, the parties entered into a First Amendment of the Original Agreement (the “**First Amendment**”), to delete Exhibit D entitled “CCED Improvements” in its entirety, and to replace it with Exhibit D attached to the First Amendment. The First Amendment was approved by the City on January 27, 2022, pursuant to Ordinance No. 220066.

C. The Original Agreement, as amended by the First Amendment (hereinafter the “**Agreement**”) sets forth the terms and conditions pursuant to which Redeveloper is eligible to receive reimbursements and payments from the City and the Commission for Certified Costs incurred by Redeveloper in connection with Redeveloper’s construction of various Project Improvements contemplated by the Overlook Tax Increment Financing Plan (the “**TIF Plan**”).

D. The City’s source of funds to pay or reimburse Redeveloper for Certified Costs include, among others, Central City Economic Development Sales Tax funds in the amount of \$5,000,00 (the “**CCED Funds**”), which CCED Funds were authorized by City on December 10, 2020 pursuant to Ordinance No. 200996 (the “**CCED Ordinance**”), to reimburse or pay Redeveloper for certain Certified Costs associated with regrading, parking, curbs and sidewalks, retaining walls, lighting, landscape, storm water management, a Health and Wellness Trail, and designing and installing such infrastructure improvements as may be necessary to create seven market-driven pad sites (the “**CCED Improvements**”) within the Redevelopment Area subject to the TIF Plan, the budget for which CCED Improvements (the “**CCED Budget**”) was appended to the Agreement and a part of Exhibit D.

E. Subsequent to approval of the CCED Ordinance, the TIF Plan and execution by the parties of the Agreement, the cost to design, construct and install the CCED Improvements has been subject to unprecedented increases due to cost increases for materials and labor, as well as supply chain and other adverse market forces resulting from the Covid-19 pandemic.

F. In response to cost increases and adjustment of Estimated Redevelopment Project Costs, on May 26, 2022, Redeveloper requested a supplement to the CCED Funds from the Central City Economic Development Sales Tax Board (the “**CCED Board**”), for the purpose of paying

the increased cost to design, construct and install the CCED Improvements within the Redevelopment Area.

G. On June 22, 2022, the CCED Board unanimously recommended a supplement to the Redeveloper's CCED Funds in the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) (the "**Supplemental CCED Funds**").

H. On July 14, 2022 pursuant to Ordinance No. 220563 (the "**Supplemental Ordinance**"), the City accepted the recommendation of the CCED Board and authorized the payment of the Supplemental CCED Funds to Redeveloper in accordance with the terms of the Agreement.

I. Section 18 of the Agreement provides that the terms, conditions and provisions of this Agreement can be neither modified nor eliminated, except by written agreement between the parties.

J. To implement the City's Supplemental Ordinance and to otherwise provide Redeveloper with the ability to respond to nonmaterial and reasonable fluctuations in the Estimated Redevelopment Project Costs which may result from unpredictable market pressures, the parties desire to enter into this Second Amendment, for the purpose of modifying the Agreement to increase the CCED Funds in an amount authorized by the Supplemental Ordinance, to amend the Redeveloper's CCED Budget to design, construct and install the CCED Improvements, and for such other purposes as are set forth in this First Amendment.

A G R E E M E N T

In consideration of the mutual promises, covenants and conditions set forth in this Second Amendment, the parties hereto mutually agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and incorporated by reference as if fully set forth below. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Agreement.

2. **Amendments to Agreement.**

A. Section 3 of the Agreement, entitled "Estimated Redevelopment Project Costs", is hereby deleted in its entirety and replaced with the following:

3. Estimated Redevelopment Project Costs. The total estimated costs to the Redeveloper to implement the Project Improvements and the Blight Remediation are approximately \$23,283,520, as set forth in detail on **Exhibit A** attached hereto. The TIF Plan provides for the reimbursement to the Redeveloper of Certified Costs in the approximate amount of \$2,995,838 from TIF Revenue, \$2,995,838 from Additional City EATS, \$5,150,000 from Central City Sales Tax and \$150,000 from PIAC Funds. Notwithstanding anything to the contrary in this Agreement, the TIF Revenue shall not be used to reimburse any Certified Costs, other than those which are specifically identified on **Exhibit A** under the Column "TIF," the Additional

City EATs shall not be used to reimburse any Certified Costs, other than those which are specifically identified on **Exhibit A** under the Column “STIF,” the Central City Sales Tax shall not be used to pay any Certified Costs, other than those which are specifically identified on **Exhibit A** under the column “CCED” which shall be directly related to the CCED Improvements and shall not include any costs associated with retail development, and the PIAC Funds shall not be used to pay any Certified Costs other than the those which are specifically identified on **Exhibit A** under the column “PIAC” which shall be directly related to the PIAC Improvements.

- B. **Exhibit A** to the Agreement entitled “Budget of Estimated Redevelopment Project Costs” is hereby deleted in its entirety and replaced with **Exhibit A** attached hereto.
- C. **Exhibit D** to the Agreement entitled “**CCED Improvements**” is hereby deleted in its entirety and replaced with **Exhibit D** attached hereto.
- D. The Agreement is hereby amended to add a new paragraph 29 which states as follows:

Notwithstanding anything herein to the contrary, with no fewer than ten (10) days’ written notice to each party to this Agreement, the Redeveloper, with the written consent of the Commission and the City, which shall not be unreasonably withheld or delayed, may amend the amounts of individual line items in the CCED Budget set forth on **Exhibit D**, provided that no individual line item fluctuates by no more than ten percent (10%), and further provided the total CCED Budget for the CCED Improvements does not exceed \$5,150,000.

- 3. **Miscellaneous**. Except as amended hereby, the Agreement remains unmodified and in full force and effect.
- 4. **Multiple Counterparts**. This First Amendment may be executed in multiple counterpart copies, each of which will be considered an original and all of which shall constitute but one and the same instrument, binding on all parties hereto, even though all the parties are not signatory to the same counterpart. Any counterpart of this First Amendment which has attached to it separate signature pages which together contain the signatures of all parties hereto shall be deemed for all purposes a fully executed original.
- 5. **No Default**. As of the date of this First Amendment, the City, the Commission and the Cost Certifier acknowledge that, to their respective knowledge and without independent investigation, Redeveloper is in compliance with the terms and requirements of the Agreement.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGES FOLLOW]**

**SIGNATURE PAGE TO SECOND AMENDMENT TO TAX CONTRIBUTION AND
DISBURSEMENT AGREEMENT AMONG THE TAX INCREMENT FINANCING
COMMISSION OF KANSAS CITY, MISSOURI, CITY OF KANSAS CITY, MISSOURI
OZ DEVELOPMENT COMPANY, LLC AND NOVAK BIRKS, PC**

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

CITY OF KANSAS CITY, MISSOURI

By: _____
Tammy L. Queen, Director of Finance

By: _____
Jane Pansing Brown, Director of Housing and
Community Development

Approved as to form:

Emalea Kaye Black
Associate City Attorney

**SIGNATURE PAGE TO SECOND AMENDMENT TO TAX CONTRIBUTION AND
DISBURSEMENT AGREEMENT AMONG THE TAX INCREMENT FINANCING
COMMISSION OF KANSAS CITY, MISSOURI, CITY OF KANSAS CITY, MISSOURI
OZ DEVELOPMENT COMPANY, LLC AND NOVAK BIRKS, PC**

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

By: Alissia Canady
Alissia R. Canady, Chair

ATTEST:

Heather A. Brown, Secretary

Approved as to form:
Wesley Fields

Counsel to the Commission

SIGNATURE PAGE TO SECOND AMENDMENT TO TAX CONTRIBUTION AND DISBURSEMENT AGREEMENT AMONG THE TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY, MISSOURI, CITY OF KANSAS CITY, MISSOURI OZ DEVELOPMENT COMPANY, LLC AND NOVAK BIRKS, PC

OZ DEVELOPMENT COMPANY, LLC, a Missouri limited liability company

By: Community Builders of Kansas City
Its: Member

By: _____
Name: Emmet Pierson, Jr.
Title: President and CEO

ATTEST:

Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 2022, before me, a Notary Public in and for said county and state, personally appeared Emmet Pierson, Jr., the President and CEO of Community Builders of Kansas City, the member of OZ DEVELOPMENT COMPANY, LLC, a Missouri limited liability company, personally known by me to be the person who executed the within instrument in behalf of said entity and acknowledged to me that he executed the same for the purposes therein stated.

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

Notary Public

My Commission Expires:

**SIGNATURE PAGE TO SECOND AMENDMENT TO TAX CONTRIBUTION AND
DISBURSEMENT AGREEMENT AMONG THE TAX INCREMENT FINANCING
COMMISSION OF KANSAS CITY, MISSOURI, CITY OF KANSAS CITY, MISSOURI
OZ DEVELOPMENT COMPANY, LLC AND NOVAK BIRKS, PC**

NOVAK BIRKS PC

DocuSigned by:
William J. Miller
By: _____
A5B8FC8BFE7C4E1...
William J. Miller, CEO

Exhibit A**Budget of Estimated Redevelopment Project Costs**

Project Costs	Sources					
		TIF	CCED	PIAC	Debt/Equity	STIF
Land Costs						
Acquisition	\$650,000	\$650,000				
Demolition	\$350,000	\$350,000				
Holding Costs	\$30,000				\$30,000	
Environmental	\$50,000				\$50,000	
Pre-Development						
Legal	\$72,000				\$72,000	
Civil	\$125,327				\$125,327	
Survey	\$24,000				\$24,000	
Architectural Design	\$449,444				\$449,444	
Platting/Zoning	\$10,000				\$10,000	
Entitlements	\$45,000				\$45,000	
Arterial Street Impact	\$28,000				\$28,000	
Market Study	\$10,000				\$10,000	
Traffic Study	\$13,000				\$13,000	
Environmental Study	\$29,150				\$29,150	
Other	\$35,000				\$35,000	
Hard Costs						
Construction Bid	\$12,685,082	\$1,995,838			\$7,693,406	\$2,995,838
Site Prep ¹	\$5,550,000		\$5,150,000		\$400,000	
Public Improvements	\$150,000			\$150,000		
Tenant Allowance(s)	\$1,863,280				\$1,863,280	
Development Fee	\$809,934				\$809,934	
Financing Costs						
Construction Interest	\$259,303				\$259,303	
Closing	\$20,000				\$20,000	
Reserves	\$25,000				\$25,000	
Totals	\$23,283,520	\$2,995,838	\$5,150,000	\$150,000	\$12,141,844	\$2,995,838

¹ Site Prep is described on Exhibit D and referenced for the purposes of certifying and reimbursing costs.

Exhibit D

CCED Improvements

CCED Improvements	Budget
Design & Engineering	\$ 215,000
Building & Site Demolition	\$ 723,023
Environmental Remediation	\$ 465,000
Landscaping	\$ 663,000
Fencing Walls/Pavers	\$35,710
Concrete	\$ 1,090,000
Site Utilities	\$ 591,000
Electrical	\$ 201,000
Asphalt Paving & Base	\$ 170,630
Excavation/Earthwork	\$ 444,000
General Contractor	\$328,060
Insurance, Bonds, Permits	\$118,225
Misc. Metals	\$ 21,260
Site Furnishings	\$ 17,845
Contingency	\$70,247
	\$ 5,150,000

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT (this “**Amendment**”), entered into on December ___, 2022, amends that certain Tax Contribution and Disbursement Agreement among the TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY, MISSOURI (the “**Commission**”), OZ DEVELOPMENT COMPANY, LLC, a Missouri limited liability company (the “**Redeveloper**”) and the PLANNED INDUSTRIAL EXPANSION AUTHORITY OF KANSAS CITY, MISSOURI (“**PIEA**”), dated July 9, 2021 (the “**Original Agreement**”) (capitalized terms used herein without definition shall have the meanings ascribed thereto in the Original Agreement).

R E C I T A L S

A. A plan for redevelopment known as the Overlook Tax Increment Financing Plan (the “**TIF Plan**”) for an area designated therein as the redevelopment area (the “**TIF Area**”) was approved by the City Council of the City (the “**Council**”) by its passage of Ordinance No. 200942 (the “**TIF Ordinance**”).

B. A plan known as the Overlook PIEA General Development Plan (the “**PIEA Plan**”) for an area designated therein (the “**PIEA Area**”) was approved by the Council by its passage of Ordinance No. 200990 (the “**PIEA Ordinance**”).

C. The PIEA Area and the TIF Area are coterminous (together, the “**Redevelopment Area**”).

D. The TIF Plan and the PIEA Plan provides for the construction within the Redevelopment Area of up to 60,000 square feet of new office building and 185 surface parking spaces, along with interior driveways, and potentially a health fitness trail and public plaza areas associated with the building, together with the construction or reconstruction of such other public infrastructure improvements such as signage, signaling, sidewalks, storm drainage facilities, utility relocation and upgrades, structured parking facilities, curbs, and such other related public infrastructure improvements that support and enhance the Project Improvements (collectively, the “**Project Improvements**”).

E. On July 9, 2021, the Commission, PIEA and the Redeveloper entered into a Redevelopment Agreement (the “**Redevelopment Agreement**”), which provides for, among other things, the construction of the Project Improvements.

F. The TIF Plan further provides for the reimbursement of certain Redevelopment Project Costs described by the TIF Plan and certified (“**Certified Costs**”) in accordance with the Redevelopment Agreement in the amount of \$2,995,838, which are defined as “TIF Reimbursable” in the TIF Plan, and described on Exhibit A to the Original Agreement, from Payments in Lieu of Taxes (if any) and Economic Activity Taxes (the “**TIF Revenue**”) generated and collected within the Redevelopment Project Area and deposited into the Special Allocation Fund established in

connection with the Redevelopment Project Area and maintained by or on behalf of the Commission (the “**Special Allocation Fund**”).

G. On December 10, 2020, the Council, by Ordinance No. 200996 (the “**CCED Ordinance**”), agreed to provide additional financing in the amount of \$5,000,000 for certain Certified Costs associated with regrading, parking, curbs and sidewalks, retaining walls, lighting, landscape, storm water management, Health and Wellness Trail and 7 market driven pad sites (the “**CCED Improvements**”), which are defined as “Central City EDI” in the TIF Plan, and described on Exhibit D to the Original Agreement.

H. By letter dated April 28, 2020, the Public Improvements Advisory Committee of the City approved funding in the amount of \$188,000 from the sales tax for public improvements for certain other Certified Costs associated with the construction and/or reconstruction of sidewalks, curbs and driveway approaches as approved by PIAC (the “**PIAC Improvements**”), which are defined as “PIAC Grant” in the TIF Plan, and described on Exhibit A to the Original Agreement (the “**PIAC Funds**”), of which \$150,000 will remain to reimburse the Redeveloper for said costs incurred.

I. Pursuant to the TIF Ordinance, the Council agreed to provide additional financing for certain Redevelopment Project Costs, by committing, subject to actual collection, in addition to the revenues available under the TIF Act, earnings taxes, utility taxes and the capital improvements portion of sales taxes generated by the Redevelopment Project Area which are not subject to capture, in accordance with the Act, and that would otherwise be deposited into the City’s general fund (the “**Additional City EATs**”) to be used for payment of Certified Costs not to exceed \$2,995,838. Additional City EATs, together with the TIF Revenue, Central City Sales Tax and the PIAC Funds, collectively, shall hereinafter be referred to as the “**Tax Contributions**”.

J. The Council, pursuant to Ordinance No. 221036, approved the First Amendment to TIF Plan to, inter alia, modify the Budget of Redevelopment Project Costs to reduce the amount of private debt and equity and increase the amount of CCED Sales Tax described therein that relate to funding CCED Improvements (the “**First Amendment Modifications**”).

K. The Redeveloper desires to amend the Original Agreement for the purpose of incorporating the First Amendment Modifications.

L. Section 37 of the Original Agreement provides that the terms, conditions and provisions of this Agreement can be neither modified nor eliminated, except by written agreement among the parties.

M. In accordance with the Section 37 of the Original Agreement and pursuant to City Ordinance No. 221036 and Commission Resolution No. 11-12-22, the parties hereto now desire to amend the Original Agreement, as provided herein.

A G R E E M E N T

In consideration of the mutual promises, covenants and conditions set forth in this Amendment, the parties hereto mutually agree as follows:

1. **Amendment No. 1.** The Original Amendment is hereby amended by deleting Section 1.a(xii) of the Redevelopment Agreement and replacing with the following:

(xii) **Central City Economic Development Sales Tax or CCED Tax.** A 1/8 percent economic development sales tax devoted to projects located within the area bounded by 9th Street on the north, Gregory Boulevard on the south, The Paseo on the west, and Indiana Avenue on the east, which are deposited by the City in the Central City Economic Development Sales Tax Fund and, subject to the terms and conditions of this Agreement, shall be used to fund Redevelopment Project Costs in an amount not in excess of \$5,150,000, awarded to the Redeveloper to implement a portion of the Public Improvements, in furtherance of the CCED Plan.
2. **Amendment No. 2.** The Original Agreement is hereby amended by replacing **Exhibit E,** entitled **Redevelopment Project Costs,** with **Exhibit E,** attached hereto, entitled **Redevelopment Project Costs.**
3. **Amendment No. 3.** The Original Amendment is hereby amended by replacing **Exhibit E-1** entitled **Source of Financing** with **Exhibit E-1,** entitled **Source of Financing.**
4. **Amendment No. 4.** The Original Amendment is hereby amended by replacing **Exhibit H** entitled **Redevelopment Schedule** with **Exhibit H,** entitled **Redevelopment Schedule.**
5. **Miscellaneous.** Except as amended hereby, the Original Agreement remains in full force and effect. This First Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGES FOLLOW]

**SIGNATURE PAGE TO FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT
AMONG THE TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY,
MISSOURI, OZ DEVELOPMENT COMPANY, LLC AND PLANNED INDUSTRIAL
EXPANSION AUTHORITY OF KANSAS CITY, MISSOURI**

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

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

By: Alissia Canady
Alissia R. Canady, Chair

ATTEST:

Heather A. Brown, Secretary

Approved as to form:

Wesley Fields
Wesley O. Fields, Counsel to the Commission

**SIGNATURE PAGE TO FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT
AMONG THE TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY,
MISSOURI, OZ DEVELOPMENT COMPANY, LLC AND PLANNED INDUSTRIAL
EXPANSION AUTHORITY OF KANSAS CITY, MISSOURI**

OZ DEVELOPMENT COMPANY, LLC, a
Missouri limited liability company

By: Community Builders of Kansas City
Its: Member

By: _____
Name: Emmet Pierson, Jr.
Title: President and CEO

ATTEST:

Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 20__, before me, a Notary Public in and for said county and state, personally appeared Emmet Pierson, Jr., the President and CEO of Community Builders of Kansas City, the member of OZ DEVELOPMENT COMPANY, LLC, a Missouri limited liability company, personally known by me to be the person who executed the within instrument in behalf of said entity and acknowledged to me that he executed the same for the purposes therein stated.

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

Notary Public

My Commission Expires:

**SIGNATURE PAGE TO FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT
AMONG THE TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY,
MISSOURI, OZ DEVELOPMENT COMPANY, LLC AND PLANNED INDUSTRIAL
EXPANSION AUTHORITY OF KANSAS CITY, MISSOURI**

**PLANNED INDUSTRIAL EXPANSION
AUTHORITY OF KANSAS CITY, MISSOURI**

DocuSigned by:
Tom Porto
By: _____
5DF0A4FB00EC40E...
Tom Porto, Chairman

ATTEST:

DocuSigned by:
David Macoubrie

David Macoubrie, Executive Director & Assistant Secretary

Approved as to form:

DocuSigned by:
Peter Chung

Peter J. Chung
Counsel to the Authority

EXHIBIT E**Redevelopment Project Costs**

Project Costs	Sources				
	TIF	CCED	PIAC	Debt/Equity	STIF
Land Costs					
Acquisition	\$650,000	\$650,000			
Demolition	\$350,000	\$350,000			
Holding Costs	\$30,000			\$30,000	
Environmental	\$50,000			\$50,000	
Pre-Development					
Legal	\$72,000			\$72,000	
Civil	\$125,327			\$125,327	
Survey	\$24,000			\$24,000	
Architectural Design	\$449,444			\$449,444	
Platting/Zoning	\$10,000			\$10,000	
Entitlements	\$45,000			\$45,000	
Arterial Street Impact	\$28,000			\$28,000	
Market Study	\$10,000			\$10,000	
Traffic Study	\$13,000			\$13,000	
Environmental Study	\$29,150			\$29,150	
Other	\$35,000			\$35,000	
Hard Costs					
Construction Bid	\$12,685,082	\$1,995,838		\$7,693,406	\$2,995,838
Site Prep ¹	\$5,550,000		\$5,150,000	\$400,000	
Public Improvements	\$150,000		\$150,000		
Tenant Allowance(s)	\$1,863,280			\$1,863,280	
Development Fee	\$809,934			\$809,934	
Financing Costs					
Construction Interest	\$259,303			\$259,303	
Closing	\$20,000			\$20,000	
Reserves	\$25,000			\$25,000	
Totals	\$23,283,520	\$2,995,838	\$5,150,000	\$11,991,844	\$2,995,838

¹ Site Prep is described on Exhibit D and referenced for the purposes of certifying and reimbursing costs.

Exhibit E-1

Source of Financing

EATs/PILOTs	\$ 2,995,838
Additional EATs	\$ 2,995,838
Central City Sales Tax	\$ 5,150,000
PIAC Grant	\$ 150,000
Private Debt/Equity	<u>\$11,991,844</u>
Total	\$23,283,520

EXHIBIT H

Redevelopment Schedule

EVENT	YEAR OF COMPLETION
Design Completion	2023
City and Agency Approvals	2023
Financing Closing	2023
Begin Construction	2024
Complete Construction	2025

Certificate Of Completion

Envelope Id: 23D893C8BB0E4ECB9D11471BDB5CC389	Status: Sent
Subject: Complete with DocuSign: TIF - Overlook - two Agreements	
Matter Number: 1040186.000277	
Authorized Timekeeper ID / Employee ID: 003468	
Source Envelope:	
Document Pages: 18	Signatures: 8
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Patti Soliman
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	211 N Broadway, Suite 3600
	St. Louis, MO 63102
	patti.soliman@bclplaw.com
	IP Address: 156.47.15.10

Record Tracking

Status: Original	Holder: Patti Soliman	Location: DocuSign
12/15/2022 1:21:58 PM	patti.soliman@bclplaw.com	

Signer Events

Alissia Canady
 alissia@canadylawkc.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 3FE4D7DD59AA48A...

Timestamp

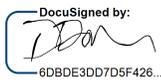
Sent: 12/15/2022 1:35:15 PM
 Viewed: 12/15/2022 2:26:31 PM
 Signed: 12/15/2022 2:26:50 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 136.32.55.14

Electronic Record and Signature Disclosure:

Accepted: 12/15/2022 2:26:31 PM
 ID: cb756c34-9413-4f70-9ec4-36ecb6fa3faa

David Macoubrie
 dmacoubrie@pieakc.com
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 6DBDE3DD7D5F426...

Sent: 12/15/2022 1:35:17 PM
 Viewed: 12/15/2022 1:36:54 PM
 Signed: 12/15/2022 1:37:48 PM

Signature Adoption: Drawn on Device
 Using IP Address: 12.248.98.118

Electronic Record and Signature Disclosure:

Accepted: 12/15/2022 1:36:54 PM
 ID: 76cc104e-88c0-453c-9aa6-27b160a2559a

Emalea Kaye Black
 emalea.black@kcmo.org
 Assistant City Attorney
 Security Level: Email, Account Authentication (None)

Sent: 12/15/2022 1:35:16 PM
 Viewed: 12/15/2022 7:41:48 PM

Electronic Record and Signature Disclosure:

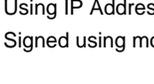
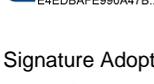
Accepted: 12/15/2022 7:41:48 PM
 ID: e51aa39c-701e-43c4-ae00-f55f28035bf0

Heather Brown
 hbrown@edckc.com
 Executive Director
 Security Level: Email, Account Authentication (None)

Sent: 12/15/2022 1:35:15 PM

Electronic Record and Signature Disclosure:

Accepted: 11/10/2022 2:12:15 PM
 ID: 974b007f-662b-4a24-8b20-2200f02ff6dd

Signer Events	Signature	Timestamp
<p>Jane Pansing Brown jane.brown@kcmo.org Director of Housing & Community Development City of Kansas City Missouri Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		<p>Sent: 12/15/2022 1:35:14 PM</p>
<p>Peter Chung peter@blcfirm.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/16/2022 11:11:29 AM ID: 9b3540d3-57c9-4f40-a34b-c98b510fea71</p>	<p>DocuSigned by:  B85F399D2A1D427...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 136.32.153.253</p>	<p>Sent: 12/15/2022 1:35:17 PM Viewed: 12/16/2022 11:11:29 AM Signed: 12/16/2022 11:21:12 AM</p>
<p>Tammy Queen tammy.queen@kcmo.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/15/2022 2:05:27 PM ID: e7b1964e-fa2f-45d9-9887-c4a08df94cd5</p>		<p>Sent: 12/15/2022 1:35:18 PM Viewed: 12/15/2022 2:05:27 PM</p>
<p>Tom Porto tporto@pophamlaw.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/15/2022 2:34:58 PM ID: 41ce4f86-b1a4-40a5-88c0-c29cadb4d5d9</p>	<p>DocuSigned by:  5DF0A4FB80EC40E...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 174.210.167.151 Signed using mobile</p>	<p>Sent: 12/15/2022 1:35:16 PM Viewed: 12/15/2022 2:34:58 PM Signed: 12/15/2022 2:35:18 PM</p>
<p>Wesley Fields WOFIELDS@BCLPLAW.COM Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/15/2022 8:04:15 PM ID: 2efa180e-e3ed-4f2e-8584-bb099c03b360</p>	<p>DocuSigned by:  E4EDBAFE990A47B...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 156.47.15.10</p>	<p>Sent: 12/15/2022 1:35:18 PM Viewed: 12/15/2022 8:04:15 PM Signed: 12/15/2022 8:04:45 PM</p>
<p>William J. Miller bmiller@novakbirkspsc.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/15/2022 3:36:26 PM ID: d4fafc81-079c-40e8-9f49-4425828a2a87</p>	<p>DocuSigned by:  A5B8FC8BFE7C4F1...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 150.220.252.226</p>	<p>Sent: 12/15/2022 1:35:16 PM Viewed: 12/15/2022 3:36:26 PM Signed: 12/15/2022 3:36:37 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 12/15/2022 3:36:26 PM ID: d4fafc81-079c-40e8-9f49-4425828a2a87</p>		<p>Sent: 12/15/2022 1:35:16 PM Viewed: 12/15/2022 3:36:26 PM Signed: 12/15/2022 3:36:37 PM</p>
In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
-------------------------------	---------------	------------------

Agent Delivery Events	Status	Timestamp
------------------------------	---------------	------------------

Intermediary Delivery Events	Status	Timestamp
-------------------------------------	---------------	------------------

Certified Delivery Events	Status	Timestamp
----------------------------------	---------------	------------------

Carbon Copy Events	Status	Timestamp
---------------------------	---------------	------------------

La'Sherry Banks
lbanks@edckc.com

COPIED

Sent: 12/15/2022 1:35:18 PM
Viewed: 12/15/2022 3:55:15 PM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 11/15/2022 4:51:20 PM
ID: 7a94b4c4-88e2-49dc-94a7-bc401e398e99

Witness Events	Signature	Timestamp
-----------------------	------------------	------------------

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	12/15/2022 1:35:19 PM
Certified Delivered	Security Checked	12/15/2022 3:36:26 PM
Signing Complete	Security Checked	12/15/2022 3:36:37 PM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure		
---	--	--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Bryan Cave Leighton Paisner LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Bryan Cave Leighton Paisner LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: renee.denbeste@bclplaw.com

To advise Bryan Cave Leighton Paisner LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jennifer.schumacher@bryancave.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Bryan Cave Leighton Paisner LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to renee.denbeste@bclplaw.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Bryan Cave Leighton Paisner LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to renee.denbeste@bclplaw.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Bryan Cave Leighton Paisner LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Bryan Cave Leighton Paisner LLP during the course of your relationship with Bryan Cave Leighton Paisner LLP.