

CONTRIBUTION AGREEMENT

(Project Decoy)

THIS CONTRIBUTION AGREEMENT (the "Agreement") is made as of the ____ day of _____, 2019, by and between the CITY OF KANSAS CITY, MISSOURI (the "City") and WADDELL & REED FINANCIAL, INC. (the "Company").

RECITALS

WHEREAS, the Company is exploring a potential presence in Kansas City, Missouri, located at 1400 Baltimore (the "Business Site"); and

WHEREAS, the Company, if it selects Kansas City, anticipates creating 919 new full-time jobs at the Business Site, with an anticipated average annual salary of \$166,337 and 120 additional new full-time jobs over 6 years which would generate a projected payroll of \$172,824,143 per year; and

WHEREAS, the Company's selection of the Business Site will result in the expenditure of approximately \$148,000,000 for the construction of improvements at the Business Site for occupancy by the employees of the Company and its Affiliates (as used herein, the term "Affiliate" shall mean any entity that the Company controls, that controls the Company, or which is under common control as the Company); and

WHEREAS, the Company's job creation and investments in Kansas City would be economic activities that would result in tax revenues to the City including, without limitation, expenditures of funds to construct, rehabilitate, remodel or otherwise improve the Business Site; investments in equipment to render the Business Site suitable for the Company's intended use; business operations with resulting consumption of goods, services and utilities; employee activity in being located at or traveling to and from the Business Site through retail purchases, and the consumption of goods and services and patronage of restaurant, entertainment and other facilities in the City; and

WHEREAS, the City has determined that the primary purpose of participating in such investments serves a public municipal purpose because it will, without limitation, (i) result in at least 919 jobs within the City and potentially create additional new jobs within the City, (ii) establish the Company's economic presence in the City, (iii) promote economic development in the area of the City in which the Business Site is located, (iv) result in generation of tax revenues to the City from the conduct of business and other activities in the City that would not otherwise occur, (v) serve as a catalyst for additional investment in and further redevelopment and rehabilitation of the area of the City in which the Business Site is located, and (vi) further the City's policy of encouraging economic stability and growth; and

WHEREAS, the City and Company are pursuing various additional economic incentives related to the Project, including Enhanced Enterprise Zone and Chapter 100 incentives; and

WHEREAS, the parties desire to enter into this Agreement for the purpose of setting forth the covenants, agreements and obligations of the City and the Company;

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

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

(a) All capitalized words or terms used in this Agreement shall have the meanings set forth in the Recitals or as set forth herein.

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

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

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

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

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

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

3. Partial Property Tax Abatement. Pursuant to the provisions of Section 135.963, RSMo, the board for Enhanced Enterprise Zone 1 has recommended, and the City Council has approved, a partial abatement of ad valorem real property taxes for the Business Site at the level of 75% abatement for a period of fifteen (15) years (the "Tax Abatement"). The term of the Tax Abatement shall commence on the "Commencement Date" (as defined herein). City, Company and Developer (as defined herein) shall cooperate in good faith to complete all actions necessary to finalize and effectuate the Tax Abatement.

4. City Contribution. The City agrees to contribute to the Company (the "City Contribution") over the Term of this Agreement in support of the public purposes and objectives identified by the City. The City Contribution shall be paid in annual installments utilizing such sources as may be lawful to draw upon for the purposes of funding the City's obligation under this Agreement. The amount of each annual installment shall be measured by reference to the following formula, which is being applied for purposes of calculation only, and shall not be construed as an obligation to redirect any particular tax proceed(s):

An amount equal to (1) 50% of all earnings taxes collected by the City pursuant to Section 68-382 of the City's Code of Ordinances (or any successor provision thereto) on earnings of the Company's employees located at the Business Site, plus (2) 50% of the City's sales taxes on utility costs levied pursuant to Article VII of Chapter 68 of the City's Code of Ordinances (or any successor provision thereto) from the Company's operations at the Business Site. For the purpose of determining the amounts due under (1) above, the Company's employees shall include any employees of any parent, subsidiary or affiliate of the Company.

5. Development and Operational Standards and Remedies.

- (a) Company's Development and Operational Standards. Subject to the provisions of Section 15 hereof, Company or its Affiliates shall employ, not later than the last day of the calendar year following the calendar year in which the Company relocates its headquarters operation to the Property and commences the operation of its business at the Property (the "Achievement Date"), nine hundred (900) persons based at the Property in Qualifying Employment (as hereinafter defined). For purposes of this Agreement, "Qualifying Employment" shall mean the full time employment by Company or its Affiliates of persons having average salaries (including bonuses, excluding equity compensation) totaling at least \$99,000 per year. "Qualifying Employment" shall not mean contract or temporary employees, and all employment by Company or its Affiliates shall be attributed to Company for purposes of determining Company's achievement of the employment and salary targets set forth in this Section 5. Once the Achievement Date occurs, subject to the provisions of Section 5(d) hereof, Company agrees to cause the total payroll generated at the Property annually thereafter to be not less than the amount set forth on Exhibit A with respect to the calendar year in question (the "Target Payroll") until the earliest of (i) termination of the Lease, (ii) that anniversary of the Achievement Date upon which Company has achieved the employment and salary targets for six (6) consecutive calendar years, and (ii)

that date which is the tenth (10th) anniversary of the Achievement Date (the period commencing on the Achievement Date and ending upon the earliest of these three (3) dates is referred to herein as the "Clawback Period"). If Company shall fail to achieve the Target Payroll for any year during the Clawback Period, City's sole remedy shall be as set forth in Section 5(b) hereof, and in no event shall Company be liable for damages, or be subject to a claim for specific performance to enforce the Company's covenants and agreements set forth in this Section 5. City and Company agree that equity compensation, including stock options or grants of stock or the right to acquire stock, shall not be included in payroll for the purpose of determining if the Company achieved Target Payroll.

- (b) Company Failure to Perform; Clawback; General Provisions. City has approved, with respect to the Company's development of its headquarters at the Property, ad valorem real property tax abatement for a period of fifteen (15) years in the amount of 75% of the ad valorem real property taxes that would otherwise be payable with respect to the Property (the "Tax Abatement"). Attached to this Agreement as Exhibit B (spreadsheet entitled "Excused Property Taxes") is a schedule setting forth the amount of ad valorem real property taxes that are not payable with respect to the Property as a result of the Tax Abatement (the "Excused Property Taxes"). In the event that in any full calendar year during the Clawback Period, the Company and its Affiliates fail to achieve the applicable Payroll Target at the Property, then Company shall pay to City, within sixty (60) days following the anniversary of the Achievement Date which is the last day of the calendar year in which Company failed to achieve the applicable Payroll Target, an amount equal to result of the calculation multiplying the amount of the Excused Property Taxes by the Reduction Factor set forth on Exhibit A (spreadsheet entitled "Target Payroll Clawback") opposite the highest percentage of Target Payroll achieved in the calendar year in question. The parties agree that the performance standards set forth in this Agreement represent the shared public policy objectives of the City and Enhanced Enterprise Zone Board 1 to attract and retain high quality jobs in the City. Even though this Agreement requires the reduction of funds paid to the Company from the City Contribution, the mutual intent of the parties is to reduce the value of the tax abatement granted under the Enhanced Enterprise Zone tax abatement based upon the Company's failure to achieve the performance standards set forth herein, and that the recovery of amounts due from the City Contribution, rather than by way of a payment of an increased amount of PILOT payment under the Enhanced Enterprise Zone tax abatement, is done to achieve those shared public policy objectives.

By way of example, if for the calendar year in which the Achievement Date occurs, Company and its Affiliates produced more than 80% achievement but less than 90% achievement with regard to Target Payroll, then Company would be obligated to pay to City \$93,750 which represents the amount of Excused Property Taxes for such calendar year set forth on Exhibit B multiplied by 10%,

which is the Reduction Factor applicable to achievement of Target Payroll between 80% and 90% for the applicable calendar year.

- (c) Carryforward of Payroll Credit. If, during any calendar year within the Clawback Period, the Company and its Affiliates produce payroll at the Property that exceeds the Target Payroll for such calendar year, such excess payroll amount shall be carried forward as a credit against Company's required minimum annual payroll for future calendar years as set forth in Section 5(b) above, and may be used to offset against shortfalls in the minimum annual payroll under Section 5(b) above for such future years (the "Payroll Credit"). The amount of the Payroll Credit shall be cumulative and may be carried forward by Company from year to year until fully used. Payroll made to contract or temporary employees shall not be included within the Payroll Credit.
- (d) Release of Clawback. If at any time during the term of this Agreement the aggregate payroll created by the Company and its Affiliates at the Property from Qualified Employment from and after the Effective Date equals One Billion, One Hundred Seventy-Nine Million Seven Hundred Thirty-Six Thousand Dollars (\$1,179,736,000), then the provisions of Section 5(b) hereof shall be of no further force or effect, and thereafter Company shall have no further obligations with respect to achievement of Target Payroll.

6. Job Reduction Notice. In the event Company intends to close the Business Site, permanently or temporarily, which results in job loss for 50 or more employees (not including those who work fewer than 20 hours per week) during a consecutive 30-day period, Company shall notify City in writing of such closing 60 calendar days in advance.

7. Budget for City Contribution. The City intends, on or before the last day of each City fiscal year, to budget, specifically with respect to this Agreement, money sufficient to fulfill its obligation with respect to the next succeeding fiscal year. City's obligation to budget the City Contribution shall expire at such time as the Term of this Agreement shall have expired, or this Agreement shall have been terminated, whichever shall first occur.

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

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

10. Obligations of the Company. The Company is aware that the City's ability to budget and make the City Contribution as provided for by this Agreement are contingent upon the Company's providing the City with such data as the City may require for purposes of applying the formula provided for in Section 4 of this Agreement. The Company shall deliver to City, promptly following the completion of the relocation of its employees and the commencement of its operations at the Business Site, written notice (the "Company Notice") to City notifying City of such relocation and commencement of operations. The Company shall submit the Economic Activity Tax Summary Form, attached hereto and incorporated herein by reference, to City not less than twice per year at such times as have been provided for therein. The failure of the Company to submit the Economic Activity Tax Summary Form shall deprive the City of the ability to perform its obligation under this Agreement and such failure, unless otherwise cured by the Company, shall relieve the City from the obligation to tender any installment of the City Contribution for which such Economic Activity Tax Summary Form shall not have been provided.

11. Chapter 100. Ordinance 190930 authorizes the City to issue Chapter 100 bonds for the benefit of the Company in connection with the development of the Project Site. In connection with the development of the Project Site, the developer of the Project Site ("Developer") will purchase materials to be used or consumed in constructing the buildings to be located on the Project Site (the "Construction Materials"). As part of the Chapter 100 financing, Developer will be entitled to purchase the Construction Materials without payment of state or local sales taxes until ninety (90) days after the final certificate of occupancy is issued.. City hereby agrees that it will, subject to the execution by Developer of agreements acceptable to City with respect to Developer's obligations, provide to Developer a certificate (the "Sales Tax Exemption Certificate") allowing Developer and its contractors and subcontractors to purchase the Construction Materials without the payment of state or local sales taxes. City agrees to issue the sales Tax Exemption Certificate to Developer prior to the issuance of the Chapter 100 bonds, subject to the execution by Developer of agreements acceptable to City with respect to Developer's obligations in the event that the issuance of Chapter 100 bonds is not completed for any reason.

12. Duration. This Agreement shall become effective on December 31, 2019 (the "Effective Date"), and shall remain in full force and effect until the earliest to occur of the following: (a) that date which is fifteen (15) years following the "Commencement Date" (as defined herein), (b) that date upon which the City Contribution shall have been fully paid to the Company, or (c) that date upon which the Company achieves the release of its obligations to achieve Target Payroll pursuant to Section 5. As used herein, the term "Commencement Date" shall mean and refer to the first (1st) day of the January next following the delivery of the Company

Notice to the City. No termination of this Agreement shall reduce or affect in any way the ongoing obligations of the City, subject to the terms and provisions of Section 4, to provide to Company the City Contribution and the Tax Abatement as set forth in Section 3 and Section 4 hereof in accordance with their respective terms.

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

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

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

15. Force Majeure. For the purpose of any of the provisions of this Agreement, neither the City nor the Company, as the case may be, nor any successor in interest, shall be considered in breach of or default in any of its obligations, including, but not limited to, the beginning and completion of construction, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to causes beyond its control, including but not restricted to, strikes, lockouts, actions of labor unions, riots, storms, floods, litigation, explosions, acts of God or of the public enemy, acts of government, insurrection, mob violence, civil commotion, sabotage, malicious mischief, vandalism, inability (notwithstanding good faith and diligent efforts) to procure labor, equipment, facilities, materials, or supplies in the open market, defaults of independent contractors or subcontractors (provided that remedies are being diligently pursued against the same), failures of transportation, fires, other casualties, epidemics, quarantine restrictions, freight embargoes, severe weather, inability (notwithstanding good faith and diligent efforts) to obtain governmental permits or approvals, or delays of subcontractors due to such causes, it being the purpose and intent of this Section 15 that in the event of the occurrence of any such enforced delays, the time or times for the performance of the covenants, provisions, and agreements of this Agreement shall be extended for the period of the enforced delay (including any time reasonably required to recommence performance due to such enforced delay). The affected party shall use reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its agreements; and provided further, that the settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of the affected party, and the affected party shall not be required to make settlement of strikes, lockouts, and other industrial disturbances by acceding to the demands of the opposing party or parties when

such course is, in the judgment of the affected party, unfavorable to the affected party. Notwithstanding the above, (a) the Company may not rely on its own acts or omissions as grounds for delay in its performance, (b) the City may not rely on its own acts or omissions or the acts or omissions of the City's instrumentalities and agencies as grounds for delay in its performance, and (c) the absence of immediately available funds shall not be grounds for delay. If the Company shall desire to assert any claim under this Section 15 to excuse, in whole or in part, its failure to achieve the Company's Development and Operational Standards under Section 5(a) and Section 5(b) hereof, Company shall provide written notice to City not later than March 15 of the year following the year in which the failure to achieve the Company's Development and Operational Standards under Section 5(a) and Section 5(b) hereof. Such notice shall identify the event or occurrence that the Company contends excuses its performance hereunder, the Company's rationale for attributing any delay to such event and the actions taken or proposed to be taken by the Company to prevent or minimize any delay. Without limiting the generality of the foregoing, City acknowledges that a substantial portion of compensation to Company's employees is in the form of bonus payments to employees, and that such bonuses may vary based upon the performance of the Company and conditions (such as but not limited to the performance of the overall economy or markets in the economy), and that Company may seek relief from the enforcement of the performance standards hereunder to the extent that the Company contends that any such performance standards were not achieved as a result of any such conditions.

16. Notice. All notices required by this Agreement shall be in writing and shall be served either personally or by certified mail, or by any other delivery service which obtains a receipt for delivery unless any such notice is required by law and such law provides a different form of delivery or service. Any such notice or demand served personally shall be delivered to the party being served (provided that such notice may be delivered to the receptionist or any other person apparently in charge of such party's office at its address hereinafter set forth), and shall be deemed complete upon the day of actual or attempted delivery, as shown by an affidavit of the person so delivering such notice. Any notice so served by certified mail shall be deposited in the United States Mail with postage thereon fully prepaid and addressed to the party or parties so to be served at its address hereinafter stated, and service of any such notice by certified mail shall be deemed complete on the date of actual or attempted delivery as shown by the certified mail receipt. Service of any such notice by another delivery service shall be deemed complete upon the date of actual or attempted delivery as shown on the receipt obtained by such delivery service. Notices shall be addressed as follows:

City: Director of Finance
 City Hall, 3rd Floor
 414 E. 12th Street
 Kansas City, MO 64106

with a copy to: City Attorney
 City Hall, 23rd Floor
 414 E. 12th Street
 Kansas City, MO 64106

Company: 6300 Shawnee Mission Parkway
 Shawnee Mission, KS 66202

Attention: Chief Operating Officer

With a copy to: 6300 Shawnee Mission Parkway
Shawnee Mission, KS 66202
Attention: General Counsel

with a copy to: David Frantze
Stinson LLP
1201 Walnut, Suite 2600
Kansas City, MO 64106

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

17. Validity and Severability.

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

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

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

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

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

21. Assignment. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns; provided, however, that the Company shall not have the right to assign this Agreement without the consent of the City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Company shall have the right to assign this Agreement with notice to the City as collateral to lenders providing financing or refinancing for the Project from time to time.

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

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

[SIGNATURE PAGES FOLLOW]

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

ATTEST:

Marilyn Sanders, City Clerk

By: _____
Tammy Queen, Director of Finance

Approved as to form:

Associate City Attorney

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this ____ day of _____, 20__, before me, a Notary Public in and for said State, personally appeared Tammy Queen, Director of Finance of the City of Kansas City, Missouri, and Marilyn Sanders, City Clerk of the City of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of said City and such persons duly acknowledged to me that they executed the same for the purposes therein stated, and that the execution of the same was the free act and deed of said City.

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

Notary Public

My Commission Expires:

WADDELL & REED FINANCIAL, INC.

By: _____
Printed Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____ before me, a Notary Public in and for said state, personally appeared _____, 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 as the free act and deed of said corporation.

Notary Public

My Commission Expires:

Exhibit A

<u>Calendar Year</u>	<u>Target Payroll</u>	<u>90% of Target Payroll</u>	<u>90% Reduction Factor</u>	<u>80% of Target Payroll</u>	<u>80% Reduction Factor</u>	<u>70% of Target Payroll</u>	<u>70% Reduction Factor</u>	<u>60% of Target Payroll</u>	<u>60% Reduction Factor</u>	<u>50% of Target Payroll</u>	<u>50% Reduction Factor</u>
Calendar Year in Which Achievement Date Occurs	\$89,100,000	\$80,190,000	10%	\$71,280,000	20%	\$62,370,000	30%	\$53,460,000	40%	\$44,550,000	100%
Calendar Year in Which 1st Anniversary of Achievement Date Occurs	\$92,862,000	\$83,575,800	10%	\$74,289,600	20%	\$65,003,400	30%	\$55,717,200	40%	\$46,431,000	100%
Calendar Year in Which 2nd Anniversary of Achievement Date Occurs	\$96,699,240	\$87,029,316	10%	\$77,359,392	20%	\$67,689,468	30%	\$58,019,544	40%	\$48,349,620	100%
Calendar Year in Which 3rd Anniversary of Achievement Date Occurs	\$100,613,225	\$90,551,902	10%	\$80,490,580	20%	\$70,429,257	30%	\$60,367,935	40%	\$50,306,612	100%
Calendar Year in Which 4th Anniversary of Achievement Date Occurs	\$104,605,489	\$94,144,940	10%	\$83,684,391	20%	\$73,223,843	30%	\$62,763,294	40%	\$52,302,745	100%
Calendar Year in Which 5th Anniversary of Achievement Date Occurs	\$108,677,599	\$97,809,839	10%	\$86,942,079	20%	\$76,074,319	30%	\$65,206,559	40%	\$54,338,800	100%
Calendar Year in Which 6th Anniversary of Achievement Date Occurs	\$112,831,151	\$101,548,036	10%	\$90,264,921	20%	\$78,981,806	30%	\$67,698,691	40%	\$56,415,576	100%
Calendar Year in Which 7th Anniversary of Achievement Date Occurs	\$115,087,774	\$103,578,997	10%	\$92,070,219	20%	\$80,561,442	30%	\$69,052,664	40%	\$57,543,887	100%
Calendar Year in Which 8th Anniversary of Achievement Date Occurs	\$117,389,530	\$105,650,577	10%	\$93,911,624	20%	\$82,172,671	30%	\$70,433,718	40%	\$58,694,765	100%
Calendar Year in Which 9th Anniversary of Achievement Date Occurs	\$119,737,320	\$107,763,588	10%	\$95,789,856	20%	\$83,816,124	30%	\$71,842,392	40%	\$59,868,660	100%
Calendar Year in Which 10th Anniversary of Achievement Date Occurs	\$122,132,067	\$109,918,860	10%	\$97,705,653	20%	\$85,492,447	30%	\$73,279,240	40%	\$61,066,093	100%
	\$1,179,735,395	\$1,061,761,855		\$943,788,316		\$825,814,776		\$707,841,237		\$589,867,697	

Exhibit B

<u>Calendar Year</u>	<u>Excused Property Taxes</u>
Calendar Year in Which Achievement Date Occurs	\$937,500
Calendar Year in Which 1st Anniversary of Achievement Date Occurs	\$937,500
Calendar Year in Which 2nd Anniversary of Achievement Date Occurs	\$965,625
Calendar Year in Which 3rd Anniversary of Achievement Date Occurs	\$965,625
Calendar Year in Which 4th Anniversary of Achievement Date Occurs	\$994,594
Calendar Year in Which 5th Anniversary of Achievement Date Occurs	\$994,594
Calendar Year in Which 6th Anniversary of Achievement Date Occurs	\$1,024,432
Calendar Year in Which 7th Anniversary of Achievement Date Occurs	\$1,024,432
Calendar Year in Which 8th Anniversary of Achievement Date Occurs	\$1,055,165
Calendar Year in Which 9th Anniversary of Achievement Date Occurs	\$1,055,165
Calendar Year in Which 10th Anniversary of Achievement Date Occurs	\$1,086,819

Economic Activity Tax Summary Form

Period/s of Submission:

1st Half 20____ (Jan. – June, due July 31st)
2nd Half 20____ (July – Dec., due January 31st)

Business Name (dba): _____

Business Address (local): _____

Contact Name/Telephone: _____

E-Mail Address: _____

Individual Earnings Tax, Net Profits Tax, Convention & Tourism Tax:

Federal Identification Number (FEIN): _____

1. Total Employees Working in Kansas City, MO: _____

2. Total Employees Working at Business Site: _____

Percentage of Employees at Business Site (divide line 2 by line 1): _____

Missouri Sales and Use Tax:

Missouri Tax Identification Number (8 digits): _____

Business Location Code: Sales Tax (38000-XXX-XXXX) (as shown on MO DOR Sales Tax Return form): _____

Business Location Code: Use Tax (38000-XXX-XXXX) (as shown on MO DOR Use Tax Return form): _____

Utility Tax:

Please provide photocopies reflecting the tax break down portions on the following applicable utility bills for the Business Site (Be sure to provide a copy of each bill for each month within the reporting period):

- KCP&L
- Missouri Gas Energy (or other provider)
- Kansas City MO Water Department
- AT&T (or other local & long-distance telephone service provider)
- Time Warner Cable (or other cable service provider, if applicable)

I/We, _____ (insert name of signator for business), in my capacity as the
_____ (insert title of signator), hereby certify that I am authorized by _____
(insert authorizing entity), to release such confidential tax information referenced herein to the City of Kansas City, Missouri,
and that such records are true and correct, as of _____ (Insert date), and in the event any such records should
be proven incorrect, I will notify the City via the addresses shown below.

(Signature)

(Date)

Please PDF email or Mail ONE copy of this completed and signed form to:

Email: Sean.Carroll@kcmo.org

Mail: City of Kansas City, MO
Development Finance
Attn: Sean Carroll, Financial Manager
414 E. 12th Street, 3rd Floor
Kansas City, Missouri 64106