
**LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI,
As Lessor,**

AND

**900 BROADWAY KC DEVELOPMENT COMPANY LLC,
OAK HOLDINGS, LLC, and REMSK, LLC, jointly and severally
Collectively as Lessee**

IMPROVEMENTS LEASE AGREEMENT

Dated as of July 1, 2019

Relating to:

**\$ _____
Land Clearance for Redevelopment Authority
of Kansas City, Missouri
Taxable Industrial Revenue Bonds
(Hyatt House Hotel Project)
Series 2019**

The interest of Land Clearance for Redevelopment Authority of Kansas City, Missouri (the “Authority”), in this Improvements Lease Agreement has been pledged and assigned to BOKF, N.A., Kansas City, Missouri, as Trustee under the Trust Indenture dated as of July 1, 2019, between the Authority and the Trustee.

IMPROVEMENTS LEASE AGREEMENT

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IMPROVEMENTS LEASE AGREEMENT

THIS IMPROVEMENTS LEASE AGREEMENT, is dated as of July 1, 2019 (the "Lease"), by and between **LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI**, a public body corporate and politic duly organized and existing under the laws of the State of Missouri and the ordinances of the City of Kansas City, Missouri (the "Authority"), as lessor, and **900 BROADWAY KC DEVELOPMENT COMPANY LLC**, a Missouri limited liability company ("900 Broadway Dev. Co."), **OAK HOLDINGS, LLC**, a Missouri limited liability company ("Oak Holdings"), and **REMSK, LLC**, a Missouri limited liability company ("REMSK"), as tenants-in-common with undivided percentage interests listed on **Exhibit B**, as lessee. 900 Broadway Dev. Co., Oak Holdings and REMSK are collectively and jointly and severally referred to herein as the "Redeveloper."

WITNESSETH:

RECITALS:

WHEREAS, the Authority is governed by Sections 99.300 to 99.715, RSMo, as amended (the "Act"), and is exercising the powers granted by the Act by virtue of Committee Substitute for Ordinance No. 16120, duly passed by the City Council (the "City Council") of the City of Kansas City, Missouri ("City") on November 21, 1952; and

WHEREAS, under the Act, the Authority has the power to enter into this Lease; and

WHEREAS, the Authority adopted the Central Business District Urban Renewal Plan, as amended (the "Urban Renewal Plan"), for the Central Business District Urban Renewal Area (the "Urban Renewal Area"). The Project Improvements are located within the Urban Renewal Area. The City Council has approved the Urban Renewal Plan and determined that the portion of the City located within the Urban Renewal Area is blighted. The Authority acquired the Project Improvements for the purpose of furthering the redevelopment contemplated in the Urban Renewal Plan and for the elimination of the blighting conditions found to exist in the Project Improvements; and

WHEREAS, the Authority, by its Resolution No. 11-1-18, dated November 28, 2018, selected the Pedersen Development Company, L.L.C. ("Pedersen") as the redeveloper for the Project, approved sales tax exemption on construction materials during construction, approved tax abatement of property taxes (above current predevelopment taxes during the first 10 years of 100% abatement) generated by the Project for fifteen (15) years under the LCRA Law (100% abatement in Years 1-10; 37.5% abatement in Years 11-15), and approved a sale/leaseback ownership structure to facilitate the approved tax incentives. Pedersen has assigned, with the consent of the Authority, such redevelopment rights to the Redeveloper; and

WHEREAS, under the sale/leaseback arrangement: (i) 900 Broadway KC LLC ("Land Developer") will deed the Property to the Authority; (ii) the Authority will lease the Land back to the Land Developer; and (iii) the Authority will lease the Project Improvements to the Redeveloper, all as described in greater detail in the Redevelopment Contract; and

WHEREAS, as contemplated in the Redevelopment Contract, the Authority acquired the Land from the Land Developer for the purpose of facilitating Redeveloper Parties' development of the Project on behalf of the Authority; and

WHEREAS, pursuant to the Land Lease, the Land Developer has granted to the Authority the right to enter into this this Improvements Lease with the Redeveloper to provide for the construction of the Project Improvements for the consideration recited therein in order to permit the Authority to undertake the Project; and

WHEREAS, to assist in the development of certain improvements within the Urban Renewal Area and thereby reduce the likelihood of recurrence of blight within the Urban Renewal Area, the Authority is providing assistance to the Redeveloper Parties with respect to the construction of the Project by acquiring the Property and leasing the Project Improvements to the Redeveloper; and

WHEREAS, pursuant to the Act, the governing body of the Authority adopted Resolution No. 6-__-19 dated June 19, 2019, authorizing the issuance of the Bonds, for the purpose of construction and development of the Property located at 900 Broadway in Kansas City, Missouri, and authorizing the Authority to lease the Project Improvements to the Redeveloper; and

WHEREAS, pursuant to such Resolution, the Authority is authorized to enter into a Trust Indenture of even date herewith (the “Indenture”), with BOKF, N.A., as Trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into the Redevelopment Contract and the Leases with the Redeveloper Parties under which the Authority will cause the Redeveloper Parties to improve, develop and construct the Project Improvements enter into this Lease with the Redeveloper pursuant to which the Authority will lease the Project Improvements to the Redeveloper in consideration of rental payments by the Redeveloper which will be sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, pursuant to the foregoing, the Authority desires to lease the Project to the Redeveloper and the Redeveloper desires to lease the Project from the Authority, for the rentals and upon the terms and conditions hereinafter set forth;

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in Section 101 of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

“Additional Rent” means the additional rental described in **Section 5.2** of this Lease.

“Authorized Redeveloper Representative” means Scott Pedersen or such other person designated in writing by 900 Broadway Dev. Co.

“Basic Rent” means the rental described in **Section 5.1** of this Lease.

“Bond Fund” means the “Land Clearance for Redevelopment Authority of Kansas City, Missouri, Industrial Revenue Bond Fund – Hyatt House Hotel Project” created in **Section 601** of the Indenture.

“**Bonds**” means the Taxable Industrial Revenue Bonds in a principal amount not to exceed \$38,000,000 issued by the Authority pursuant to the Indenture.

“**Bondowner**” or “**Owner**” means the registered owner of any Bond as recorded on the books for registration and transfer of the Bonds.

“**Construction Period**” means the period from the date upon which the Authority acquires the Property and issues the Bonds to the date that the City issues a certificate of occupancy allowing Redeveloper to open and operate the Project, provided that the Construction Period shall not extend past _____, 20__, subject to Section 4.03 of the Redevelopment Contract.

“**Deed of Trust**” means any deed of trust executed by the Redeveloper Parties or the Authority in favor of any lender covering the Property.

“**Event of Default**” means any Event of Default as described in **Section 12.1** of this Lease.

“**Environmental Law**” means any applicable federal, state or local law, regulation, order, decree, permit, authorization, opinion, common law relating to: (i) the protection, investigation or restoration of the environment, health, safety, or natural resources; (ii) the handling, use, presence, disposal, release, or threatened release of any Hazardous Substance; (iii) noise, odor, wetlands, pollution, or contamination; or (iv) standards of conduct concerning protection of human health (including, without limitation, employee health and safety), in each case as amended and as now or hereafter in effect.

“**Force Majeure Conditions**” means a condition by reason of which the construction of the Project Improvements or completion of the Project is prevented or materially impeded through no fault of the Redeveloper, due to acts of God, extreme and extraordinary weather conditions, strikes, lockouts, labor troubles, inability to procure materials, failure of power, extreme and extraordinary governmental delay, riots, or other events or circumstances beyond such party's control; provided, however that the Redeveloper has given written notice to the Authority of the existence of the condition reasonably promptly after first becoming aware of the condition; further provided, however that in no event shall the existence of any Force Majeure Condition extend the due date for payment of any installment of Basic Rent or Additional Rent.

“**Full Insurable Value**” means the actual replacement cost of the Project less physical depreciation as determined in accordance with generally accepted accounting principles.

“**Funding Agreement**” means the Funding Agreement dated November 6, 2018 between the Authority and Pedersen, as may be amended from time to time, pursuant to which the Pedersen agreed to pay costs and expenses, including attorney's fees, incurred by the Authority in connection with the Project and the transactions contemplated by this Lease and the Redevelopment Contract, as replaced by the Funding Agreement dated June 19, 2019, among the Authority, Pedersen, the Land Developer, and the Redeveloper Parties to which Pedersen, the Land Developer, and the Redeveloper, jointly and severally, agreed to pay to the Authority the funds necessary to enable the Authority to undertake the Project, as contemplated by the Leases and the Redevelopment Contract.

“**Hazardous Substance**” means any material or substance that is: (A) oil or other petroleum products, (B) “hazardous wastes,” as defined by the Resource Conservation and Recovery Act, as amended, (RCRA), 42 U.S.C. § 6901 *et seq.*, or similar state or local law, ordinance, regulation, or order, (C) “hazardous substances,” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, (CERCLA), 42 U.S.C. § 9601 *et seq.*, or similar state or local law, ordinance, regulation, or order, (D) “hazardous materials,” as defined by the Hazardous Materials Transportation Act, as amended, (MAT), 49 U.S.C. § 1802, or similar state or local law, ordinance, regulation, or order, (E) radioactive materials subject to the Atomic Energy Act, as amended, (AEA), 42

U.S.C. § 2014 *et seq.*, or similar state or local law, ordinance, regulation, or order, and (F) any other pollutant, contaminant, chemical, substance whose presence creates or could create a hazard to health or the environment or a violation of any applicable law or any federal, state, or local Environmental Law.

“Improvements Leasehold Deed of Trust” means any improvements leasehold deed of trust and security agreement executed by the Redeveloper in favor of any Lender covering this Lease.

“Indenture” means the Trust Indenture, dated as of July 1, 2019, between the Authority and the Trustee, as from time to time amended and supplemented in accordance with the provisions thereof.

“Land” means the real property legally described on Exhibit A, attached hereto.

“Land Developer” means 900 Broadway KC LLC, a Missouri limited liability company.

“Land Lease” means the lease agreement to be entered into between the Authority and the Land Developer, as may be amended from time to time, pursuant to which the Authority shall lease the Land to the Land Developer.

“Land Leasehold Deed of Trust” means any leasehold deed of trust and security agreement executed by the Land Developer in favor of any Lender covering the Land Lease.

“Leases” means this Lease and the Land Lease, collectively.

“Lease Term” means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** of this Lease.

“Lender” means Altos Groups, LLC, a Delaware limited liability company, or any other bank financing all or a part of the construction and development of the Project.

“Lender Loan Documents” means, collectively: (a) the Deed of Trust; and (b) all other documents evidencing, securing, or executed in connection with the loan made to the Redeveloper by Lender, as may be amended from time to time.

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the Authority and the Trustee) incurred in the collection of such gross proceeds.

“PACE Assessment Contract” means the Assessment Contract, dated _____, 2019, and recorded as Document No. 2019E_____, by and among the Redeveloper, the PACE Lender and Show Me PACE, pursuant to which the Property is subject to the lien of the PACE Special Assessments, as may be amended from time to time.

“PACE Lender” means Petros PACE Finance, LLC, a Texas limited liability company, and its successors and assigns to its interests in the PACE Loan Documents.

“PACE Loan Documents” means, collectively (a) the PACE Assessment Contract, and (b) the PACE Loan Agreement, dated as of _____, 2019, by and among the Redeveloper and the PACE Lender, as may be amended from time to time.

“PACE Special Assessments” means the special assessments imposed against the Property pursuant to the terms and conditions of the PACE Assessment Contract and the Property Assessment Clean Energy Act, Sections 67.2800 to 67.2835, RSMo, for the purpose of providing an additional funding source for the Project.

“Paying Agent” means the Trustee or any other bank or trust company organized under the laws of any state of the United States of America or any national banking association designated by the Indenture as Paying Agent for the Bonds.

“Permitted Encumbrances” means, as of any particular time (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, (c) the Leases and the Redevelopment Contract, (d) Any Improvements Leasehold Deed of Trust and Land Leasehold Deed of Trust, (e) any Deed of Trust, (f) the Lender Loan Documents, (g) the PACE Loan Documents, (h) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Property or easements granted to the Authority, (i) such minor defects, irregularities, encumbrances, easements, mechanic’s liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the Authority, (j) the Subleases, (k) all encumbrances reflected in the title insurance required to be provided pursuant to Section 7.4 hereof, and (l) any other lien, encumbrance, lease, easements, restrictions or covenants consented to in writing by the Owner of 100% of the outstanding principal amount of the Bonds, the Lender and the PACE Lender, including without limitation certain deed restrictions, subdivision or condominium plats, and condominium or similar declarations.

“Plans and Specifications” means the plans and specifications prepared for and showing the Project Improvements, as amended by the Redeveloper from time to time prior to the Completion Date and as approved by the City by permit or otherwise, the same being duly certified by the Redeveloper, and on file at the principal office of the Redeveloper and which shall be available for reasonable inspection, upon reasonable prior written notice, by the Authority, the Trustee and their duly appointed representatives.

“Project” means the construction and development of the Project Improvements in accordance with the Urban Renewal Plan, the Redevelopment Contract and this Lease.

“Project Costs” means all costs of improving, developing and constructing the Project as enumerated in **Section 4.3** of this Lease.

“Project Fund” means the “Land Clearance for Redevelopment Authority of Kansas City, Missouri, Industrial Revenue Project Fund – Hyatt House Hotel Project” created in **Section 501** of the Indenture.

“Project Improvements” means the following to be constructed: (1) a multi-story, extended-stay hotel with approximately 154 guest rooms, approximately 2,500 square feet of meeting space, and approximately 6,000 square feet of common area that will be available to hotel guests and the public; and (2) other related improvements to be accomplished on the Property in accordance with this Contract and the Urban Renewal Plan.

“Property” means the Land and the Project Improvements and related improvements to be constructed on the Land and any and all alterations, additions or improvements to the Land or the Project Improvements.

“Redeveloper” means, collectively, 900 Broadway Dev. Co., Oak Holdings and REMSK, and any assignee or designee.

“Redeveloper Parties” means the Redeveloper and the Land Developer, collectively.

“Redevelopment Contract” means the Sale/Leaseback Redevelopment Contract dated June 19, 2019 between the Authority and the Redeveloper Parties, as amended from time to time.

“State” means the State of Missouri.

“Subleases” means leases or subleases with one or more persons or entities in the ordinary course of the Redeveloper’s business of the various Project Improvements to be used for residential or commercial purposes or other uses commonly associated with commercial mixed-use development comparable to the Project.

“Tax Abatement Period” means the period beginning upon the expiration of the Construction Period and ending upon the date that is fifteen (15) years after the expiration of the Construction Period, which period is intended to facilitate implementation of the approved tax abatement incentive for the Project as follows: abatement of property taxes (above current predevelopment taxes) generated by the Project for fifteen (15) years (100% abatement in Years 1-10; 37.5% abatement in Years 11-15).

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including governmental entities, as well as natural persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the Authority. The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority is a public body corporate and politic duly organized under the laws of the State and ordinances of the City and has corporate power to enter into this Lease. The Board has duly authorized the negotiation, execution and delivery of this Lease.

(b) To finance the costs of the Project, the Authority proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture.

(c) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project, including all rents, revenues and receipts to be derived by the Authority from the leasing or sale of the Project Improvements, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds.

(d) Except as provided herein, the Authority will not mortgage the Project Improvements or pledge the revenues derived therefrom for any bonds or other obligations other than the Bonds except with the written consent of the Authorized Redeveloper Representative.

(e) The Authority shall, during the Lease Term, have no authority to operate the Project Improvements as a business or in any other manner except as the lessor thereof.

(f) The improving and constructing of the Project and the leasing of the Project Improvements by the Authority to the Redeveloper will further the public purposes of the Act.

(g) No member of the governing body of the Authority or any other officer of the Authority has any significant or conflicting interest, financial, employment or otherwise, in the Redeveloper or in the transactions contemplated hereby.

(h) To the best knowledge of the Authority, (i) the execution, delivery or performance by the Authority of the Bond Documents will not conflict with or create a material breach of or material default under the Act or any other law, rule, regulation or ordinance applicable to the Authority, or any agreement to which the Authority is a party or by which it is bound, and (ii) there is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body, pending or, to the Authority's knowledge, threatened against the Authority which seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of any of the Bond Documents or in any matter questions the validity or enforceability of the Bonds or any of the Bond Documents.

Section 2.2. Representations by the Redeveloper. Each of the limited liability companies comprising the Redeveloper makes the following representations as the basis for the undertakings on its part herein contained:

(a) 900 Broadway Dev. Co. is a Missouri limited liability company, duly created and existing under the laws of the State and is authorized to do business in the State.

(b) Oak Holdings is a Missouri limited liability company, duly created and existing under the laws of the State and is authorized to do business in the State.

(c) REMSK is a Missouri limited liability company, duly created and existing under the laws of the State and is authorized to do business in the State.

(d) Each of the limited liability companies comprising the Redeveloper has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and by proper corporate action,

the Redeveloper has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(e) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Redeveloper will not conflict with or result in a material breach of any of the terms, conditions or provisions of, or constitute a material default under, any applicable deeds of trust in all or any portion of the Property, lease or any other corporate restrictions or any agreement or instrument to which the Redeveloper is a party or by which it or any of its property is bound, or the Redeveloper's Articles of Organization or operating agreement or any order, rule or regulation applicable to the Redeveloper or any of its property of any court or governmental body, or constitute a material default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Redeveloper under the terms of any instrument or agreement to which the Redeveloper is a party.

(f) The estimated costs of improving and constructing the Project Improvements are in accordance with sound accounting principles.

(g) The Project will comply, in all material respects, with the Redevelopment Contract and the Urban Renewal Plan, and with all presently applicable building and zoning, health, environmental and safety ordinances and laws and, to the best of its knowledge, without independent investigation, with all other applicable laws, rules and regulations.

(h) The improving and constructing of the Project Improvements and the leasing of the Project Improvements by the Authority to the Redeveloper will further the public purposes of the Act.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The Authority hereby rents, leases and lets the Project Improvements to the Redeveloper, and the Redeveloper hereby rents, leases and hires the Project Improvements from the Authority, subject to the Permitted Encumbrances, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and terminating on December 31, 203*[6]* (“Lease Term”), which is anticipated to be the 15th calendar year following the calendar year in which the Construction Period ends. The Authority and the Redeveloper acknowledge that the Lease Term is intended to coincide with the Construction Period plus the Tax Abatement Period as contemplated in this Lease, the Redevelopment Contract, and the Urban Renewal Plan for the purpose of granting a sales tax exemption incentive on Materials (as defined in the Redevelopment Contract) to facilitate construction of the Project Improvements on behalf of the Authority and tax abatement as provided in the Redevelopment Contract. Upon expiration of the Lease Term, the Authority shall convey all of its right, title and interest in and to the Project Improvements to the Redeveloper, and the Redeveloper shall accept such title and ownership of the Project Improvements, as provided in this Lease and the Redevelopment Contract. The term of this Lease may be extended by written agreement of the Authority and the Redeveloper, with written notice to the Trustee.

Section 3.3. Possession and Use of the Project Improvements.

(a) The Authority covenants and agrees that as long as neither the Authority nor the Trustee has exercised any of the remedies set forth in **Section 12.2(b)** or **12.2(c)** of this Lease following the occurrence and continuance of an Event of Default, the Redeveloper shall have sole and exclusive possession of the Project Improvements (subject to Permitted Encumbrances and the Authority's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project Improvements during the Lease Term. The Authority covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** of this Lease, **Section 11.5**, or the security instruments referred to in **Section 10.8** of this Lease, to prevent the Redeveloper from having quiet and peaceable possession and enjoyment of the Project Improvements during the Lease Term and will, at the request and expense of the Redeveloper, cooperate with the Redeveloper in order that the Redeveloper may have quiet and peaceable possession and enjoyment of the Project Improvements.

(b) Subject to the provisions of this Section, the Redeveloper shall have the right to use the Project Improvements for any lawful purpose allowed by law and contemplated by the Act. The Redeveloper shall comply in all material respects with all presently applicable statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project Improvements or to any adjoining public ways, as to the manner of use or the condition of the Project Improvements or of adjoining public ways. The Redeveloper shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Redeveloper shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Redeveloper to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Redeveloper shall have the right, at its own cost and expense, to in good faith contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Redeveloper may refrain from complying therewith.

ARTICLE IV

ACQUISITION, IMPROVEMENT AND CONSTRUCTION OF THE PROJECT

Section 4.1. Issuance of the Bonds.

(a) In order to provide funds for the payment of the Project Costs, the Authority agrees that it will issue, sell and cause to be delivered to the purchaser thereof the Bonds in accordance with the provisions of the Indenture and the bond purchase agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the Authority. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Article and in the Indenture. Alternatively, the Trustee may (pursuant to Section 208 of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to Section 4.4 below. In that event, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in the requisition certificate.

(b) The Authority may authorize the issuance of additional bonds (the "Additional Bonds") from time to time upon the terms and conditions provided in **Section 209** of the Indenture for the purposes described therein.

(c) If the Redeveloper is not in default hereunder, the Authority will, at the request of the Redeveloper, from time to time, use its best efforts to issue the amount of Additional Bonds specified by the Redeveloper; provided that the terms of such Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds therefrom are to be disbursed shall have been approved in writing by the Redeveloper; provided further that the Redeveloper and the Authority shall have entered into a supplement to this Lease to provide for rent in an amount at least sufficient to pay principal and interest on the Additional Bonds when due and the Authority shall have otherwise complied with the provisions of the Indenture with respect to the issuance of such Additional Bonds.

Section 4.2. Acquisition, Improvement and Construction of the Project Improvements; Title to the Project Improvements. The Authority and the Redeveloper agree that the Authority will and the Redeveloper on behalf of the Authority shall for the public purpose of eliminating blighting conditions found to exist on the Project Improvements, but solely from the Project Fund, acquire, improve and construct the Project Improvements as follows:

(a) The Authority shall acquire the Property from the Land Developer at the execution hereof. To evidence such acquisition concurrently with the execution of this Lease: (i) the Land Developer will deed the Property to the Authority; (ii) the Authority will lease the Land back to the Land Developer; and (iii) the Authority will lease the Project Improvements to the Redeveloper. The cost of such transactions shall be paid with the proceeds of the Bonds.

(b) The Redeveloper will, on behalf of the Authority, improve and construct the Project Improvements on the Property in a good and workmanlike manner without encroaching upon any easement, right-of-way, or land of others and substantially in accordance with the Redevelopment Contract, the Urban Renewal Plan, the Plans and Specifications, and applicable zoning laws.

(c) The Redeveloper agrees that it will use its best efforts to cause the improvement and construction of the Project Improvements to be completed as soon as practicable subject to Force Majeure Conditions. In the event such improvement and construction commences prior to the receipt of proceeds from the sale of the Bonds, the Redeveloper agrees to advance all funds necessary for such purpose.

(d) The Redeveloper shall have and keep on file and available for inspection by the Trustee and the Authority copies of the Plans and Specifications, the construction contracts, all policies of insurance with respect to the Project Improvements required by this Lease, all environmental reports, notices and assessments related to the Project Improvements and all other documents executed by or furnished to the Redeveloper in connection with the construction of the Project Improvements, throughout the Lease Term, or as soon after the commencement of the Lease Term as such documents become available to the Redeveloper.

Section 4.3. Project Costs. The term "Project Costs" shall mean the following:

(a) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, and other preliminary investigations and items necessary to the preparation of plans, drawings and specifications and supervision of construction or installation, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the completion of the Project Improvements or the issuance of the Bonds;

(b) all costs and expenses of every nature incurred in acquiring, improving and constructing the Project Improvements, including the actual cost of labor, materials, machinery, furnishings and equipment as payable to contractors, builders and materialmen in connection with the Project Improvements;

- (c) interest accruing on the Bonds during the Construction Period;
- (d) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, underwriting expenses, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the improvement and construction of the Project;
- (e) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds; (2) the completion of the Project; and (3) the financing thereof; and
- (f) reimbursement to the Redeveloper Parties or any of their affiliates or those acting for any of them for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of this Lease.

The Authority hereby agrees to pay for, but solely from moneys available therefor in the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from moneys available therefor in the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof.

Section 4.4. Payment for Project Costs. All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund, and the Authority hereby authorizes and directs the Trustee to make disbursements within 15 calendar days from moneys available therefor in the Project Fund, upon receipt by the Trustee of a requisition certificate in substantially the form attached hereto as **Exhibit C**, signed by an Authorized Redeveloper Representative. The Trustee may rely conclusively on any such requisition certificate and shall not be required to make any independent inquiry or investigation in connection therewith.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee, Lender, and the Redeveloper by a certificate signed by the Authorized Redeveloper Representative stating (a) that the improvement and construction of the Project Improvements has been completed in accordance with the Plans and Specifications, (b) that all costs and expenses incurred in the improvement and construction of the Project Improvements have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Redeveloper, and (c) amounts to be retained by Trustee with respect to item (b) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Redeveloper and the Authority agree to cooperate in causing such certificate to be furnished to the Trustee. The Redeveloper anticipates that the Completion Date shall be no later than 1, 2020, subject to Force Majeure Conditions.

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon receipt of the certificate described in **Section 4.5** hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Redeveloper solely to (1) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Redeveloper, to the purchase of a principal portion of the Bonds at such earlier date or dates as the Redeveloper may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project lien free, the Redeveloper shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Redeveloper shall save the Authority and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Property of Authority. During the Lease Term, the Authority is and shall be the owner of title in and to the Project Improvements. The Property, any partially completed Project Improvements, the Project Improvements as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project Improvements, and the Project Improvements as repaired, rebuilt, rearranged, restored or replaced by the Redeveloper under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when installed become part of the Project Improvements and shall be the absolute property of the Authority, subject only to the Permitted Encumbrances.

Section 4.8. Sales Tax Exemption. The sales tax exemption granted by the Authority pursuant to Section 4.01 of the Redevelopment Contract shall only apply to construction materials that are part of the Project Costs and paid for with funds deposited in the Project Fund. The Authority will provide a sales tax exemption certificate to the Redeveloper for use with the Project and will cooperate, at the Redeveloper's expense, with the Redeveloper with respect to any audit or investigation by any taxing authority in connection with the Project but solely at the expense of the Redeveloper, including attorney's fees incurred by the Authority in connection with any audit or investigation. If it is determined that contested sales or use tax is due on any portion of the Project Improvements, the Redeveloper shall pay all applicable sales or use taxes. Notwithstanding anything in this Lease or the Redevelopment Contract to the contrary, the Redeveloper acknowledges and agrees that the Authority has made no representation or warranty concerning availability of the sales tax exemption and that the Authority shall have no liability to the Redeveloper if any taxing authority shall deny exemption from the payment of sales or use tax.

Section 4.9 Personal Property. Any item of personal property, the entire purchase price of which is paid for by the Redeveloper with the Redeveloper's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Redeveloper. No personal property shall be entitled to a sales tax exemption or a personal property tax exemption. The Redeveloper acknowledges that the tax incentives approved by the Authority do not include a personal property tax exemption on any personal property located at the Project Improvements.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Redeveloper covenants and agrees to pay to the Trustee in same day funds for the account of the Authority during this Lease Term, for deposit in the Bond Fund on or before 10:00 A.M., Trustee's local time, on the appropriate dates and in the appropriate amounts, the principal of and the interest on the Bonds in accordance with the provisions of the Indenture, as Basic Rent for the Project Improvements, in an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal on the Bonds and the interest thereon on such payment date, shall be equal to the amount payable on such payment date as principal of the Bonds and the interest thereon as provided in the Indenture. All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for

the purposes set forth in this Lease and the Indenture. The Redeveloper may at its option make principal payments of Basic Rent by tendering a portion of the principal amount of the Bonds equal to such principal payment to the Trustee for cancellation.

Section 5.2. Additional Rent. The Redeveloper shall pay as Additional Rent the following amounts and all such payments shall be deemed “rent” under this Lease:

(a) all reasonable fees, charges and expenses, including agent and counsel fees, of the Trustee and the Paying Agent incurred under this Lease, the Indenture or any other document entered into in connection with the Bonds, as and when the same become due in accordance with the separate agreement between the Trustee and the Redeveloper;

(b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all outstanding Bonds;

(c) all fees, charges and expenses (including, without limitation, attorney’s fees) incurred in connection with the enforcement of any rights against the Redeveloper or the Project Improvements under this Lease, the Indenture or any other document entered into in connection with the Bonds, by the Authority, the Trustee or the Bondowners, provided, however, the Redeveloper shall not be obligated to pay such fees, charges and expenses as may be incurred by the Authority or the Trustee solely as a result of its own gross negligence or willful misconduct of the Authority, the Trustee or both;

(d) the payment by the Redeveloper of rent to the Land Developer on behalf of the Authority as consideration for the right to enter into this Lease pursuant to Section 10.13 hereof; and

(e) all other payments or expenditures of whatever nature which Redeveloper has agreed to pay or assume under the provisions of this Lease, the Redevelopment Contract, the Funding Agreement (including, specifically, without limitation, \$1,500 as an annual bond administrative fee of the Authority payable on each anniversary of the Effective Date during the Lease Term), the Indenture, or any other document entered into in connection with the Bonds or the Project necessary to complete the Project Improvements, including, without limitation, any equity payments made by the Redeveloper, which equity payments shall be applied to the payment of Project Costs and the costs and expenses incident thereto.

Section 5.3. Obligations of Redeveloper Absolute and Unconditional.

(a) The obligations of the Redeveloper under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project Improvements shall have been started or completed, or whether the Authority's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project Improvements or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project Improvements, legal curtailment of the Redeveloper's use thereof, the eviction or constructive eviction of the Redeveloper, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the Authority's legal organization or status, or any default of the Authority hereunder, and regardless of the invalidity of

any action of the Authority, and regardless of the invalidity of any portion of this Lease; provided, however, that nothing in this Section 5.3(a) or Section 5.3(b) is intended or shall be deemed to affect or impair in anyway the rights of the Redeveloper to tender the Bonds for redemption in satisfaction of Basic Rent as provided in Section 5.1 and Section 5.4 hereof, nor the right of the Redeveloper to terminate this Lease and repurchase the Project Improvements as provided in Article XI hereof.

(b) Nothing in this Lease shall be construed to release the Authority from the performance of any agreement on its part herein contained or as a waiver by the Redeveloper of any rights or claims the Redeveloper may have against the Authority under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the Authority separately, it being the intent of this Lease that the Redeveloper shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Bondowners. The Redeveloper may, however, at its own cost and expense and in its own name, prosecute or defend any action or proceeding or take any other action involving third persons which the Redeveloper deems reasonably necessary in order to secure or protect its right of possession, occupancy and use of the Project Improvements hereunder, and in such event the Authority hereby agrees to cooperate with the Redeveloper and to take all action necessary to effect the substitution of the Redeveloper for the Authority in any such action or proceeding if the Redeveloper shall so request; provided, however, that the Redeveloper shall pay all costs and expenses, including attorney's fees, incurred by the Authority in connection with any such action or proceeding.

Section 5.4. Prepayment of Basic Rent. The Redeveloper may at any time prepay all or any part of the Basic Rent provided for hereunder. During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Redeveloper shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

Section 5.5. Redemption of Bonds. The Authority and the Trustee, at the written direction of the Redeveloper, at any time the aggregate moneys in the Bond Fund are sufficient for such purposes, shall (a) if the same are then redeemable under the provision of **Article III** of the Indenture, take all steps that may be necessary under the applicable redemption provisions of the Indenture to effect the redemption of all or such part of the then outstanding Bonds as may be specified by the Redeveloper, on such redemption date as may be specified by the Redeveloper or (b) cause such moneys in the Bond Fund or such part thereof as the Redeveloper shall direct, to be applied by the Trustee for the purchase of Bonds, pursuant to the written instructions of the Redeveloper, for the purpose of cancellation at prices not exceeding the principal amount thereof, or (c) a combination of (a) and (b) as provided in such direction.

Section 5.6. Tax Exemption; PILOTS; Loan Payments; and PACE Special Assessments.

(a) The Authority and the Redeveloper acknowledge and agree that while the Project Improvements are owned by the Authority and are subject to the Lease, the Project Improvements will be exempt from all real property and sales and use taxes by reason of such ownership.

(b) Notwithstanding the foregoing, the Redeveloper will annually pay or cause to be paid the payments in lieu of taxes (PILOTs) in accordance with the Redevelopment Contract. The Redeveloper will indemnify and defend the Authority and its officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, tax assessments or tax liability, claims, damages, loss, costs or expenses of any nature whatsoever by any person or entity (including, without limitation, attorney's fees), which would not have occurred but for the Authority's furnishing of the exemption certificate under this Lease and the Redevelopment Contract or the Authority's ownership of the Project Improvements, as the case may be. Furthermore, notwithstanding anything in this Lease to the contrary,

the Redeveloper acknowledges that the Authority does not represent, warrant, or guarantee that any tax exemptions will be available to the Redeveloper throughout duration of the Lease Term.

(c) The Authority and the Redeveloper agree that, notwithstanding the Authority's ownership of the Property, the payments owed by the Redeveloper under the Lender Loan Documents (the "Loan Payments") and the PACE Special Assessments shall continue to be due and payable pursuant to the terms of the Lender Loan Documents and the PACE Loan Documents and that payment of the Loan Payments and the PACE Special Assessments shall be the sole responsibility of the Redeveloper. In furtherance thereof, the Redeveloper agrees to pay as Additional Rent the amount of the Loan Payments and the annual PACE Special Assessments, which shall be paid in the manner that PACE Special Assessments are paid in the PACE Loan Documents.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Redeveloper shall, at its own expense, keep the Project Improvements in as reasonably safe condition as the operation thereof will permit, and keep the Project Improvements in good repair and in good operating condition, taking into account normal wear and tear, as needed for its operation making from time to time all necessary repairs thereto and renewals and replacements thereof.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) The Authority and the Redeveloper acknowledge that the Project Improvements shall be exempt from real property and sales and use taxes as more fully described in **Section 5.6** hereof. Notwithstanding anything to the contrary in **Section 5.6**, The Redeveloper shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges or lien of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project Improvements (including, without limitation, the PACE Special Assessments, the TDD Special Assessments, and the CID Special Assessments as provided in this Lease), or any part thereof or interest therein (including the leasehold estate of the Redeveloper therein) or the income therefrom and Basic Rent and Additional Rent and other amounts payable under this Lease, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the Authority's title to the Project Improvements; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Redeveloper shall be obligated to pay only such installments thereof as become due and payable during the Lease Term (collectively, "Taxes"). The Redeveloper shall pay all Taxes on or before the respective due dates thereof and shall, upon request of the Authority, provide to the Authority evidence of the payment of the same. The parties acknowledge that the Jackson County, Missouri Assessor might determine that "bonus value" exists under Missouri law and declare all or a portion of the leasehold interest in the Project Improvements created by this Lease taxable and in such event the Redeveloper shall be solely responsible for payment of any taxes on "bonus value" assessed against the leasehold interest in the Project Improvements created by this Lease, subject to the Redeveloper's right to protest any such amount as set out below. Notwithstanding anything in this Lease to the contrary, the Redeveloper acknowledges that the Authority makes no representation or warranty that the Authority's tax-exempt status will remain in effect throughout the duration of the Lease Term. In the event that the Authority's

tax-exempt status is reduced or eliminated, or the Authority is otherwise unable to effectively extend a tax exemption as a result of circumstances, including, but not limited to: (i) a change in applicable law; (ii) a lawsuit or administrative proceeding challenging the validity or legality of the Authority's tax exempt status and which results in a determination by a court of competent jurisdiction or by a federal, state, or local governing body, agency, or department that the Authority's tax-exempt status is invalid or illegal; or (iii) some other reason, as to all or any part of the Authority's ownership interest in the Project Improvements, then the Redeveloper shall be solely responsible for payment of any taxes, fees, charges, interest, penalties, special assessments or other costs assessed, charged, or imposed against the Authority's ownership interest in the Project Improvements and for the actions of the Redeveloper hereunder on behalf of the Authority. The Redeveloper shall indemnify, defend and hold the Authority and the Trustee harmless from any taxes, fees, charges, penalties, special assessments, "bonus value" assessment, or any other costs assessed or imposed against the Project Improvements or the leasehold interest created by this Lease, including, without limitation, attorney's fees incurred by the Authority or the Trustee in connection with any such assessment or imposition. The Redeveloper's indemnification obligation shall survive the expiration, cancelation or termination of this Lease.

(b) The Redeveloper shall have the right to contest the validity or amount of any tax, assessment or other governmental charge which the Redeveloper is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Redeveloper, before instituting any such contest, gives the Authority and the Trustee written notice of its intention so to do, (2) the Redeveloper diligently prosecutes any such contest and at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Redeveloper promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The Authority agrees to cooperate with the Redeveloper in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Redeveloper shall indemnify and hold the Authority whole and harmless from any costs and expenses the Authority may incur, including attorneys' fees, related to any of the above.

Section 6.3. Utilities. All utilities and utility services used by the Redeveloper in, on or about the Project Improvements shall be paid for by the Redeveloper and shall be contracted for by the Redeveloper in the Redeveloper's own name, and the Redeveloper shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4 Streetcar TDD Assessments. The Authority and the Redeveloper acknowledge that due solely to the Authority's fee ownership of the Property, the Property is not subject to any tax or assessment, including the annual special assessments (the "TDD Assessments") imposed by the Kansas City Downtown Streetcar Transportation Development District (the "Downtown Streetcar TDD") or as may in the future be imposed (in lieu of and not in addition to the special assessments imposed by the Downtown Streetcar TDD) by the Kansas City Main Street Rail Transportation Development District (the "Main Street Rail TDD"). The Authority hereby agrees to voluntarily participate with respect to the TDD Assessments for so long as the Leases are in effect. The Redeveloper agrees to pay as Additional Rent on or before December 31 of each year during the Lease Term that amount which would be payable as the TDD Assessments with respect to the Property if the Property was owned by the Redeveloper on January 1 of such respective annual assessment year. Such annual payment shall be tendered directly to the Jackson County Collector or such other entity with responsibility for the collection of the TDD Assessments, or as otherwise directed by the Downtown Streetcar TDD or the Main Street Rail TDD, as applicable, and a copy of documentation evidencing payment shall be submitted to the Authority within twenty (20) days after payment. Notwithstanding the foregoing, the Authority makes no representation or warranty as to the validity or legality of the TDD Assessments imposed against the Property or the priority of the TDD Special Assessments with respect to any other lien. The Authority shall have no

responsibility or obligation in connection with the imposition, administration, payment, collection, and enforcement of the TDD Assessments. If the TDD Assessments are deemed invalid or illegal by a court or a local, state, or federal agency or department or other governmental authority having competent jurisdiction, the Authority shall have no liability therefor to the Redeveloper or any other third-party. The Redeveloper shall indemnify and agrees to protect, defend and hold harmless the Authority and the Authority's commissioners, officers, directors, employees, agents, affiliates, successors and assigns, from and against all claims, liens, demands, losses, damages, fees, expenses, liabilities, taxes, special assessments, fines, penalties, charges, administrative or judicial proceedings, orders, judgments, causes of action, and/or costs of any kind (including, without limitation, attorney's fees and court or similar costs) directly or indirectly arising out of or attributable to in whole or in part the TDD Assessments. The Redeveloper's obligation to pay the TDD Assessments shall be a covenant running with the land and shall bind Redeveloper and Redeveloper's successors and assigns and subsequent owners of the Property. This Section shall survive termination of this Lease.

Section 6.5 CID Assessments. The Authority and the Redeveloper acknowledge that due solely to Authority's fee ownership of the Property, the Property is not subject to any tax or assessment including any special assessments imposed by the Downtown Community Improvement District (the "CID Special Assessments"). The Authority hereby agrees to voluntarily participate with respect to the CID Special Assessments for so long as the Leases are in effect. The Redeveloper agrees to pay as Additional Rent during the Lease Term the CID Special Assessments assessed against the Property at such times and in such manner as the CID Special Assessments are payable in accordance with applicable State law. Except as provided in this Lease and the Redevelopment Contract, the Authority will not subject the Property to any other tax or assessment without the consent of the Redeveloper. Notwithstanding the foregoing, the Authority makes no representation or warranty as to the validity or legality of the lien of the CID Special Assessments imposed against the Property or the priority of the CID Special Assessments with respect to any other lien. The Authority shall have no responsibility or obligation in connection with the imposition, administration, payment, collection, and enforcement of the CID Special Assessments. If the CID Special Assessments are deemed invalid or illegal by a court or a local, state, or federal agency or department or other governmental authority having competent jurisdiction, the Authority shall have no liability therefor to the Redeveloper or any other third-party. The Redeveloper shall indemnify and agrees to protect, defend and hold harmless the Authority and the Authority's commissioners, officers, directors, employees, agents, affiliates, successors and assigns, from and against all claims, liens, demands, losses, damages, fees, expenses, liabilities, taxes, special assessments, fines, penalties, charges, administrative or judicial proceedings, orders, judgments, causes of action, and/or costs of any kind (including, without limitation, attorney's fees and court or similar costs) directly or indirectly arising out of or attributable to in whole or in part the CID Special Assessments. The Redeveloper's obligation to pay the CID Special Assessments shall be a covenant running with the land and shall bind Redeveloper and Redeveloper's successors and assigns and subsequent owners of the Property. This Section shall survive termination of this Lease.

Section 6.6 PACE Special Assessments. The Redeveloper intends to make energy-efficient or renewable energy improvements as a part of the Project Improvements and, in connection with the same, equity will be provided by Petros Partners or any other PACE lender, which equity shall be repaid to Petros Partners or such other PACE lender via the PACE Special Assessments, which will act as a lien on the Property. The Authority and the Redeveloper acknowledge that due solely to Authority's fee ownership of the Property, the Property is not subject to any tax or assessment, including the PACE Special Assessments. The Authority hereby agrees to voluntarily participate with respect to the PACE Special Assessments for so long as the Leases are in effect or such earlier date if the PACE financing supported by the PACE Special Assessments is fully paid off and satisfied before the Leases expire or are terminated. The Redeveloper agrees to pay as Additional Rent during the Lease Term the PACE Special Assessments assessed against the Property at such times and in such manner as the PACE Special Assessments are payable in accordance with state law and the PACE Assessment Contract, as applicable.

Notwithstanding the foregoing, the Authority makes no representation or warranty as to the validity or legality of the lien of the PACE Special Assessments imposed against the Property or the priority of the PACE Special Assessments with respect to any other lien. The Authority shall have no responsibility or obligation in connection with the imposition, administration, payment, collection, and enforcement of the PACE Special Assessments. If the PACE Special Assessments are deemed invalid or illegal by a court or a local, state, or federal agency or department or other governmental authority having competent jurisdiction, the Authority shall have no liability therefor to the Redeveloper, Petros Partners, any other PACE lender, or any other third-party. The Redeveloper shall indemnify and agrees to protect, defend and hold harmless the Authority and the Authority's commissioners, officers, directors, employees, agents, affiliates, successors and assigns, from and against all claims, liens, demands, losses, damages, fees, expenses, liabilities, taxes, special assessments, fines, penalties, charges, administrative or judicial proceedings, orders, judgments, causes of action, and/or costs of any kind (including, without limitation, attorney's fees and court or similar costs) directly or indirectly arising out of or attributable to in whole or in part the PACE Special Assessments. The Redeveloper's obligation to pay the PACE Special Assessments shall be a covenant running with the land and shall bind Redeveloper and Redeveloper's successors and assigns and subsequent owners of the Property. This Section shall survive termination of this Lease.

ARTICLE VII

INSURANCE

Section 7.1. Casualty Insurance.

(a) The Redeveloper shall at all times prior to the Completion Date maintain at its sole cost and expense, or cause the contractors under construction contracts to maintain, in full force and effect a policy or policies of Builder's Risk-Completed Value Form Insurance insuring the Project Improvements against fire, lightning and all other risks covered by the extended coverage endorsement then in use in the State of Missouri to the Full Insurable Value of the Project Improvements (subject to reasonable loss deductible clauses not to exceed \$100,000).

(b) Prior to or simultaneously with the expiration of said Builder's Risk Insurance, the Redeveloper shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance to keep the Project Improvements constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The initial determination of Full Insurable Value shall be made at the Completion Date, and thereafter, the Full Insurable Value of the Project Improvements shall be provided annually by the certificate of an Authorized Redeveloper Representative. The insurance required pursuant to this Section shall be maintained at the Redeveloper's sole cost and expense and shall be maintained with generally recognized responsible insurance company or companies authorized to do business in the State of Missouri. All such certificates of insurance pursuant to this Section, and all renewals thereof, shall name the Authority, the Redeveloper and the Trustee and any secured party to whom the Authority has pledged a security interest in certain Project Improvements consisting of personal property pursuant to **Section 10.8** hereof ("Secured Party") as insureds as their respective interests may appear, and shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least 10 days' advance written notice to the Authority, the Redeveloper, the Trustee and the Security Party, and shall be payable as provided in **Section 9.1** hereof.

Section 7.2. Commercial General Liability Insurance.

(a) The Redeveloper shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and commercial general liability insurance under which

the Authority, the Redeveloper and the Trustee shall be named as additional insureds, properly protecting and indemnifying the Authority and the Trustee, in an amount not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate and a policy providing umbrella coverage of at least \$5,000,000 (subject to reasonable liability retention amounts not to exceed the amounts normally or generally carried by the Redeveloper or its affiliates). The policies of said insurance shall contain a provision that the issuer of such insurance will provide at least 30 days' advance written notice to the Redeveloper of the cancellation of such insurance. Redeveloper agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the Authority and Trustee. The Trustee shall be entitled to rely upon the certificates required in Section 7.6 as to the Redeveloper's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.3. Blanket Insurance Policies. The Redeveloper may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with.

Section 7.4. Title Insurance. The Redeveloper will purchase, on behalf of the Authority and the Trustee, at the Redeveloper's expense, from a company duly qualified to issue such insurance in the State of Missouri, an owner's policy of title insurance, including such policy endorsements as the Authority may request, naming the Authority as the insured in the amount of \$38,000,000. Copies of said policy or a commitment therefor will be delivered to the Authority and the Trustee by the Redeveloper on or before the date of issuance of the Bonds.

Section 7.5 Lender Insurance Requirements. Notwithstanding the forgoing, the insurance requirements of Lender and the PACE Lender concerning the dollar amount of required coverage and loss deductible clauses will control so long as the Redeveloper (i) has an obligation under its agreements with Lender and the PACE Lender to maintain casualty and general liability insurance, and (ii) continues to comply with all other provisions in this Article VII.

Section 7.6 Insurance Certificates. The Redeveloper shall provide the Authority and the Trustee, on an annual basis, commencing on [REDACTED] 1, 2019, with a certificate of an Authorized Redeveloper Representative certifying compliance with this Article VII and shall provide copies of certificates of insurance for the insurance policies required conforming to the provisions set forth in this Article VII, each bearing notations evidencing payment of the premiums or other evidence of such payment.

ARTICLE VIII

ALTERATION OF THE PROJECT IMPROVEMENTS

Section 8.1. Additions, Modifications and Improvements of the Project Improvements. The Redeveloper shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project Improvements as the Redeveloper from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Redeveloper pursuant to the authority of this Section shall (a) be made in workmanlike manner and substantially in compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when

completed, be deemed a part of the Project Improvements. Notwithstanding the foregoing, all items of machinery and equipment installed in the Project Improvements by the Redeveloper not purchased or acquired from funds deposited with the Trustee shall remain the property of the Redeveloper and may be removed by the Redeveloper; provided, however, in all cases, the Redeveloper shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage to the Project Improvements caused thereby.

Section 8.2. Permits and Authorizations. The Redeveloper shall not do or permit others under its control to do any work on the Project Improvements related to any repair, rebuilding, restoration, replacement, modification or addition to the Project Improvements, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. All such work shall be done in a good and workmanlike manner and in substantial compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and substantially in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII** hereof.

Section 8.3. Mechanics' Liens.

(a) Neither the Authority nor the Redeveloper shall do or suffer anything to be done whereby the Project Improvements, or any part thereof, may be encumbered by any mechanics' or other similar lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project Improvements, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project Improvements, the Redeveloper shall discharge the same of record within 90 days after the date of filing. Notice is hereby given that the Authority and the Trustee shall not be liable for any labor or materials furnished the Redeveloper or anyone claiming by, through or under the Redeveloper upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the Authority in and to the Project Improvements or any part thereof.

(b) Notwithstanding paragraph (a) above, the Redeveloper, at its sole cost and expense, shall have the right to contest any such mechanics' or other similar lien if within said 90-day period stated above it notifies the Authority and the Trustee in writing of its intention so to do, and provided the Redeveloper diligently prosecutes such contest, at all times effectively stays or prevents any official or judicial sale of the Project Improvements, or any part thereof or interest therein, under execution or otherwise, and pays or otherwise satisfies any final judgment enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof. The Redeveloper shall indemnify, defend, and hold the Authority and the Trustee whole and harmless from any loss, costs or expenses (including without limitation attorneys' fees and expenses) the Authority or the Trustee may incur related to any such contest. The Authority shall cooperate with the Redeveloper in any such contest at the Redeveloper's sole cost and expense.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project Improvements shall be damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Redeveloper, as promptly as practicable, shall either (i) make the determination described in subsection (g) below or (ii) repair, restore, replace or rebuild the same to as nearly as may be practicable their condition and character immediately prior to such damage or destruction, and so that upon completion of such repairs, restoration, replacement or rebuilding such

Project Improvements shall be of a value not less than the value thereof immediately prior to the occurrence of such damage or destruction. If the Redeveloper shall elect to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

So long as the Redeveloper is the 100% owner of the Bonds, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project Improvements shall be disbursed in accordance with the Lender Loan Documents and the PACE Loan Documents so long as such documents contain provisions governing the disbursement of casualty insurance proceeds. If the Redeveloper is not the 100% owner of the Bonds, then the Net Proceeds of casualty insurance required by **Article VII** hereof payable with respect to such damage or loss to the Project Improvements shall be paid (i) to the Redeveloper if such Net Proceeds are equal to or less than \$750,000, or, (ii) if an Event of Default here or under the Indenture shall have occurred and is continuing, to the Trustee, or (iii) if such Net Proceeds exceed \$750,000, to the Trustee. Any amounts received by the Trustee shall be held in trust and disbursed in the following manner:

(i) to reimburse the Redeveloper for making such temporary repairs or doing such other work, as, in the Redeveloper's reasonable opinion, may be necessary in order to protect the Project Improvements pending adjustment of the insurance loss or the making of permanent repairs, restoration, replacement or rebuilding;

(ii) to reimburse the Redeveloper for repairing, restoring, replacing or rebuilding the Project Improvements or any part thereof;

(iii) if no Event of Default shall have occurred and is continuing, payment to the Redeveloper pursuant to subdivisions (i) or (ii) of this subsection (a) from such Net Proceeds shall be made to the Redeveloper from time to time as the work progresses, in amounts equal to the cost of labor and material incorporated into and used in such work, the architects' and engineers' fees, and other charges in connection with such work, upon delivery to the Trustee (with a copy to the Lender and the PACE Lender) of a certificate of the Authorized Redeveloper Representative in form and substance substantially as provided in **Section 4.4** hereof, and certifying: (1) that the amounts so to be paid to the Redeveloper are payable to the Redeveloper in accordance with the provisions of this Article and that such amounts are then due and payable by the Redeveloper or have theretofore been paid by the Redeveloper; (2) the progress of the work; (3) that the work has been done substantially in accordance with the plans and specifications therefor and all insurance requirements of **Article VII** hereof; (4) that the sum requested when added to all sums previously paid out under this Article for the work does not exceed the value of the work done to the date of such certificate; (5) the estimated cost of completing the work, in reasonable detail; and (6) that the remaining Net Proceeds are sufficient to pay the estimated cost of completing the work or that the Redeveloper will pay any deficiency in accordance with **Section 9.1(c)** (the Trustee shall be entitled to rely fully upon such certificate);

(iv) at the request of the Authority, the Trustee, the Lender or the PACE Lender, the Redeveloper shall furnish to the person requesting the same, at the time of any such payment, with an official search, or other evidence reasonably satisfactory to such person, that there has not been filed with respect to the Property or the Project Improvements any mechanic's or other lien which has not been discharged of record or is being contested in accordance with **Section 8.3(a)**, in respect of any work, labor, services or materials performed, furnished or supplied, in connection with the work and that all of said materials have been purchased free and clear of all security interest or other encumbrances. Neither the Trustee, nor the Lender or the PACE Lender shall pay out any such sum when the Property or the Project Improvements shall be encumbered

with any such security interest or encumbrance. Upon the termination of this Lease and the payment in full of the Bonds, any monies then held by the Trustee or the Lender shall be paid over to the Redeveloper.

(b) The insurance monies, if any, paid to the Redeveloper as provided under this Article, on account of any loss or destruction to the Project Improvements, shall be held by it in trust and applied only for the purposes of repairing, reconstructing, restoring or replacing the Project Improvements.

(c) If any of the insurance monies paid by the insurance company to the Trustee or the Redeveloper as hereinabove provided, shall remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease shall not have terminated, the excess shall be deposited in the Bond Fund. If the Net Proceeds shall be insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Redeveloper shall pay the deficiency.

(d) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Redeveloper shall remain and continue liable for the payment of all Basic Rent and Additional Rental and all other charges required hereunder to be paid by the Redeveloper, as though no damage by fire or any other casualty has occurred.

(e) The Authority and the Redeveloper agree that they will cooperate with each other, at the Redeveloper's sole cost and expense (including, without limitation, attorneys' fees incurred by the Authority), to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(f) The Redeveloper agrees to give prompt notice to the Authority and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Improvements.

(g) If the Redeveloper shall determine that rebuilding, repairing, restoring or replacing the Project Improvements is not practicable and desirable, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of the Lender and the PACE Lender under the Lender Loan Documents and the PACE Loan Documents. The Redeveloper agrees to be reasonable in exercising its judgment pursuant to this subsection (g). Alternatively, if the Redeveloper is the sole owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project Improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance, and retain such proceeds for its own account, but subject to the rights of the Lender under any applicable deeds of trust in all or any portion of the Property.

(h) The Redeveloper shall not, by reason of its inability to use all or any part of the Project Improvements during any period in which the Project Improvements are damaged or destroyed or are being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the Authority, the Trustee or the Bondowners or to any abatement or diminution of the rentals including without limitation the Basic Rent and the Additional Rent, payable by the Redeveloper under this Lease, the Indenture or any other document entered into in connection with the Bonds, or of any other obligations of the Redeveloper under this Lease, the Indenture or any other document entered into in connection with the Bonds, except as expressly provided in this Section.

(i) Unless the Redeveloper provides the evidence of insurance coverage required by this Lease, the Authority or the Trustee may purchase insurance at the expense of the Redeveloper to protect the interests of the Authority, the Trustee and the Bondowner. This insurance may, but need not, protect the interests of the Redeveloper. The coverage that the Authority or the Trustee purchase may not pay any claim the Redeveloper may make or that is made against the Redeveloper. The Redeveloper may later cancel or cause to be cancelled any insurance purchased by the Authority or the Trustee, but only after providing evidence to the Authority and the Trustee that the Redeveloper has obtained insurance as required by this Lease. If the Authority or the Trustee purchase insurance relating to the insurance coverage required by this Lease, the Redeveloper will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges that the Authority or the Trustee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the total balance of the obligations due hereunder. The costs of the insurance may be more than the cost of insurance that the Redeveloper may be able to obtain on its own.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project Improvements shall be condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$1,000,000, the Redeveloper shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the Authority, the Trustee, the Lender and the PACE Lender under the Lender Loan Documents and the PACE Loan Documents in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Redeveloper shall determine that such substitution is practicable and desirable, the Redeveloper shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project Improvements in substantially the same condition as existed prior to the exercise of the said power of eminent domain, including the acquisition or construction of other improvements suitable for the Redeveloper's operations at the Project Improvements (which improvements will be deemed a part of the Project Improvements and available for use and occupancy by the Redeveloper without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the Authority subject to no liens, security interests or encumbrances prior to the lien and/or security interest afforded by the Indenture, other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project Improvements or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Redeveloper is the sole owner of the Bonds and it has determined or Lender shall direct that it is not practicable and desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Redeveloper shall be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, all subject to the rights of the Lender and the PACE Lender under the Lender Loan Documents and the PACE Loan Documents.

(d) The Redeveloper shall not, by reason of its inability to use all or any part of the Project Improvements during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the Authority, the Trustee or the Bondowners or to any abatement or diminution of the rentals, including without limitation the

Basic Rent and the Additional Rent, payable by the Redeveloper under this Lease, the Indenture or any other document entered into in connection with the Bonds, nor of any other obligations hereunder except as expressly provided in this Section.

(e) The Authority, at the Redeveloper's sole cost and expense, shall cooperate with the Redeveloper in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Improvements or any part thereof, and shall, to the extent it may lawfully do so, permit the Redeveloper to litigate in any such proceeding in the name and on behalf of the Authority. In no event will the Authority voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Improvements or any part thereof without the prior written consent of the Redeveloper, Lender and the PACE Lender. The Redeveloper shall pay for all costs and expenses incurred by the Authority, including attorneys' fees, in connection with any such condemnation proceedings.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, but subject to the provisions of any applicable deeds of trust in all or any portion of the Property, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may prior to the application thereof by the Authority or the Trustee be applied as directed by the Owners of 100% of the principal amount of Bonds outstanding, subject and subordinate to the rights of the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the Trustee) incurred in the collection of such gross proceeds.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the Authority; Exculpation and Indemnification. The Authority makes no covenant, representation, or warranty, express or implied, as to the suitability of the Project Improvements for any purpose whatsoever or as to any existing conditions or defects, hidden, latent, or otherwise which may affect the Project Improvements, all such warranties being expressly WAIVED by the Redeveloper. The Redeveloper acknowledges having inspected the Project Improvements, having observed its physical characteristics and existing conditions, and having had the opportunity to conduct such investigation and study on and of the Project Improvements as it deems necessary. The Redeveloper further acknowledges and agrees that the Authority is leasing the Project Improvements to the Redeveloper pursuant to this Lease "AS IS", and the Redeveloper expressly assumes the risk that adverse physical characteristics and existing conditions of any nature or description may not have been revealed by the Redeveloper's investigation.

The Redeveloper releases the Authority from, agrees that the Authority shall not be liable for and agrees to indemnify and hold the Authority harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project Improvements or the use thereof; unless such loss is the result of the Authority's gross negligence or willful misconduct.

Section 10.2. Surrender of Possession. Upon accrual of the Authority's right of re-entry because of the Redeveloper's default hereunder or upon the cancellation or termination of this Lease for any reason other than the Redeveloper's purchase of the Project Improvements pursuant to **Article XI** hereof, the Redeveloper shall peacefully surrender possession of the Project Improvements to the Authority in good condition and repair, ordinary wear and tear excepted; provided, however, the Redeveloper shall have the right within 90 days (or such later date as the Authority may agree to) after the termination of this Lease to remove from the Property any buildings, improvements, furniture, trade

fixtures, machinery and equipment owned by the Redeveloper and not constituting part of the Project Improvements. All repairs to and restorations of the Project Improvements required to be made because of such removal shall be made by and at the sole cost and expense of the Redeveloper, and during said 90-day (or extended) period the Redeveloper shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Redeveloper and which are not so removed from the Project Improvements prior to the expiration of said period shall be the separate and absolute property of the Authority.

Section 10.3. Authority's Right of Access to the Project Improvements. Subject to the rights of tenants under the Subleases, if any, the Redeveloper agrees that the Authority and the Trustee and their duly authorized agents shall have the right at reasonable times upon reasonable prior written notice during business hours, subject to the Redeveloper's usual safety and security requirements, to enter upon the Property (a) to examine and inspect the Project Improvements without interference or prejudice to the Redeveloper's operations, (b) as may be reasonably necessary to cause to be completed the, improvement and construction provided for in **Section 4.2** hereof, and (c) to perform such work in and about the Project Improvements made necessary by reason of the Redeveloper's continued default under any of the provisions of this Lease.

Section 10.4. Permitted Encumbrances; Leasehold Deed of Trust.

(a) If no default under this Lease shall have happened and be continuing, and subject to the rights of the Lender and the PACE Lender, the Redeveloper may at any time or times (1) grant easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project Improvements, or part thereof, by the grantee, (2) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Redeveloper shall determine, (3) incur Permitted Encumbrances, or (4) modify or amend existing Permitted Encumbrances (except any Permitted Encumbrance that requires approval of the Authority, the Trustee, or other party to effectuate any modification or amendment thereto). The Authority agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Authority and the Trustee of: (i) a copy of the instrument of grant or release or of the agreement or other arrangement, (ii) a written application signed by an Authorized Redeveloper Representative requesting such instrument, and (iii) a certificate executed by an Authorized Redeveloper Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Redeveloper, will not impair the effective use or interfere with the efficient and economical operation of the Project Improvements, and will not materially adversely affect the security intended to be given by or under the Indenture; provided, however, that no such agreement or instrument shall cause or result in any liability to or obligation of the Authority or the Trustee. The Authority shall have the right to approve the form of any such agreement or instrument, which approval shall not be unreasonably withheld, conditioned, or delayed. If the instrument of grant shall provide that any such easement or right and the rights of such other parties thereunder shall be superior to the rights of Authority and the Trustee under this Lease and the Indenture and shall not be affected by any termination of this Lease or default on the part of the Redeveloper hereunder then such easement shall not have any effect whatsoever without the prior written consent of the Authority and subject to the rights of the Lender and the PACE Lender. If no default shall have happened and be continuing beyond any applicable grace period, any payments or other consideration received by the Redeveloper for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Redeveloper, but, in the event of the termination of this Lease or during the continuation of a default, all rights then existing of the Redeveloper with respect to or under such grant shall inure to the benefit of and be exercisable by the Authority and the Trustee.

(b) The Redeveloper may mortgage the leasehold estate created by this Lease, subject to the rights of the Lender and the PACE Lender, with the prior notice to but without the written consent of the Trustee, the Lender, the PACE Lender and the Authority, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such Leasehold Deed of Trust, and the note or other obligation secured thereby, is delivered to the Authority and the Trustee not later than thirty (30) days after the execution thereof.

(c) The Authority acknowledges and agrees that the Redeveloper may finance and refinance its rights and interests in the Project Improvements, this Lease and the leasehold estate created hereby and, in connection therewith, the Redeveloper may execute financing documents or Leasehold Deeds of Trust with one or more Lenders. Notwithstanding anything contained to the contrary in this Lease, the Redeveloper may, at any time and from time to time, with prior notice to but without the consent of the Authority (i) execute one or more financing documents or Leasehold Deeds of Trust upon the terms contained in this **Section 10.4** and (ii) sublease or assign this Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Lender.

(d) If (1) the Redeveloper shall execute and deliver a Land Leasehold Deed of Trust and/or the Improvements Leasehold Deed of Trust, and (2) the provisions and conditions of subsection (b) above shall have been fully complied with and observed with respect to such Land Leasehold Deed of Trust and/or the Improvements Leasehold Deed of Trust, and (3) the Redeveloper or the Lender under such Land Leasehold Deed of Trust and/or the Improvements Leasehold Deed of Trust shall have notified the Authority and the Trustee in writing of the making thereof and of the name and address of such leasehold Lender; then:

(i) this Lease may not be modified, amended, canceled or surrendered by agreement between the Authority and the Redeveloper, without the prior written consent of such leasehold Lender;

(ii) there shall be no merger of this Lease or of the leasehold estate created hereby with title to the Property, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same person or persons, without the prior written consent of such leasehold Lender;

(iii) the Authority shall serve upon each such leasehold Lender a copy of each notice of default and each notice of termination given to the Redeveloper under this Lease, at the same time as such notice is served upon the Redeveloper;

(iv) each leasehold Lender shall have the same period of time after the service of such notice upon it within which the Redeveloper may remedy or cause to be remedied the default which is the basis of the notice plus twenty (20) days; and the Authority shall accept performance by such leasehold Lender as timely performance by the Redeveloper;

(v) such leasehold Lender shall not be required to continue possession or continue foreclosure proceedings under paragraph (vii) of this subsection if the particular default has been cured;

(vi) the Authority may exercise any of its rights or remedies with respect to any other default by the Redeveloper occurring during the period of such forbearance provided for under said paragraph (vii), subject to the rights of the leasehold Lender under this Section as to such other defaults;

(vii) in case of the occurrence and continuance of default by the Redeveloper under this Lease, other than a default in the payment of money, the Authority shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving to such leasehold Lender a reasonable time within which either to obtain possession of the Project Improvements and to remedy such default in the case of a default which is susceptible of being cured when such leasehold Lender has obtained possession of the Project Improvements, or to institute and with reasonable diligence to complete foreclosure proceedings or otherwise acquire the Redeveloper's leasehold estate under this Lease in the case of a default which is not susceptible of being remedied by such leasehold Lender, provided that the leasehold Lender shall deliver to the Authority within thirty (30) days after the expiration of the grace period applicable to the particular default, an instrument unconditionally agreeing to remedy such default other than a default not susceptible of being remedied by such leasehold Lender. The Authority's right to terminate this Lease by reason of a default which is not susceptible of being remedied by such leasehold Lender shall end with respect to such default when the leasehold Lender obtains possession of the Project Improvements as aforesaid, which possession shall be deemed to include possession by a receiver;

Section 10.5. Indemnification of Authority and Trustee. Each of the limited liability companies comprising the Redeveloper shall indemnify, defend, and save the Authority and the Trustee and their respective members, commissioners, directors, officers, employees and agents harmless from and against all claims, liens, losses, liabilities, damages, costs, or expenses, including without limitation reasonable attorneys' fees and expenses, of any character by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project Improvements during the Lease Term, and against and from all claims, liens, losses, liabilities, damages, costs, or expenses, including without limitation attorneys' fees and expenses, of any character arising during the Lease Term from (a) any condition of the Project Improvements caused by the Redeveloper's use, lease, occupancy, possession, or development of the Project Improvements, (b) any breach or default on the part of the Redeveloper in the performance of any of its obligations under this Lease, (c) any contract entered into in connection with the improvement and construction of the Project Improvements, (d) any act of negligence or omission of the Redeveloper or of any of its agents, contractors, servants, members, employees, invitees, licensees, or subtenants, (e) any loss or damage to property or any injury to or death of any person, (f) a material inaccuracy of any representation or the material breach of any representation, covenant, or warranty of the Redeveloper in this Lease, (g) any act of negligence or omission of any assignee or sublessee of the Redeveloper, or of any agents, contractors, servants, members, employees, invitees, or licensees of any assignee or sublessee of the Redeveloper, (h) any dispute between the Land Developer and the Redeveloper or among the Redeveloper entities; and (i) any dispute between or among the Land Developer and/or the Redeveloper (or one or more of the Redeveloper entities) and the Lender and/or the PACE Lender or any dispute between or among the Lender, the PACE Lender, or any other Project lender; provided, however, the indemnification contained in this **Section 10.5** shall not extend to the Authority if (i) such claim is the result of work being performed at the Project Improvements by employees of the Authority, or (ii) such claim is the result of the Authority's gross negligence or willful misconduct. The Redeveloper shall indemnify, defend, and save the Authority and the Trustee harmless from and against all claims, losses, damages, costs and expenses, including without limitation attorney's fees and expenses, (except those of the Authority which have arisen from the willful misconduct or gross negligence of the Authority or those of the Trustee which have arisen from the willful misconduct or negligence of the Trustee) incurred in or in connection with any action or proceeding brought thereon or in connection with this Lease, the Redevelopment Contract, the Indenture, or any other document entered into in connection with the Bonds, and upon notice from the Authority or the Trustee, the Redeveloper shall defend them or either of them in any such action or proceeding.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The Authority agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project Improvements or any part thereof shall be made fully available to the Redeveloper, and the Authority, at the Redeveloper's sole cost and expense (including, without limitation, attorney's fees incurred by the Authority), will cooperate with the Redeveloper in any effort by the Redeveloper to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Redeveloper to Maintain its Existence. The Redeveloper agrees that, subject to compliance with any agreements between the Redeveloper and the Lender, until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Redeveloper may, without violating the agreement contained in this Section, consolidate with or merge into another limited liability company, a domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee expressly assumes in writing all the obligations of the Redeveloper contained in this Lease. In addition, notwithstanding the foregoing: (i) any one Redeveloper limited liability company may acquire the interest of or merge into any other Redeveloper limited liability company; and (ii) one or more but not all of the Redeveloper limited liability companies may dissolve so long as at least one Redeveloper limited liability company survives and acquires the interests of any dissolved Redeveloper limited liability company, provided that the acquisition must include the dissolved limited liability company's ownership interest in the Bonds, and each entity comprising the Redeveloper shall adhere to the Bond transfer requirements in the Indenture as part of any such acquisition, merger, or dissolution.

If, at any time during the term of this Lease, any of the limited liability companies comprising the Redeveloper changes its state of incorporation, changes its form of organization, changes its name, or takes any other action which could affect the proper location for filing of Uniform Commercial Code financing statements or continuation statements or which could render existing filings seriously misleading or invalid, the Redeveloper shall immediately provide written notice of such change to the Authority and the Trustee, and thereafter promptly deliver to the Authority or the Trustee such additional information or documentation regarding such change as the Authority or the Trustee may reasonably request for the purpose of amendment and/or refiling, at the expense of the Redeveloper, as may be reasonably determined to be necessary by the Authority or the Trustee, and their respective attorneys and agents.

Section 10.8. Security Interests. At the written request of the Owner of the Bonds, the Authority and the Redeveloper agree to enter into all instruments (including financing statements and statements of continuation) as may be reasonably requested for perfection of and continuance of the perfection of the security interests of the Authority and the Trustee in the Rent. Upon the written instructions of the Owner of the Bonds, the Trustee shall, at the expense of the Redeveloper, file all instruments the Owner of the Bonds shall deem necessary to be filed and shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding. The Authority and the Redeveloper shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens.

Section 10.9. Environmental Matters.

(a) Each of the limited liability companies comprising the Redeveloper covenants that it shall not place or cause to be placed, nor permit any other person to place or cause to be placed, any Hazardous Substances on or about the Project Improvements above any *de minimis* non-reportable levels reasonably necessary to the Redeveloper's use of the Project Improvements.

(b) Each of the limited liability companies comprising the Redeveloper indemnifies and agrees to protect, defend and hold harmless, the Authority and the Authority's officers, directors, commissioners, employees, agents, affiliates, successors and assigns (except to the extent intentionally and directly caused by any such indemnified party), from and against any and all claims, liens, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative or judicial proceedings, orders, judgments, causes of action, defects in title, remedial action requirements, and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, (i) the breach of the covenants of the Redeveloper contained in this Section, or (ii) the use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal, and/or presence of Hazardous Substances on, under, from or about the Project Improvements, or (iii) any other activity carried on or undertaken on or off the Project Improvements, whether prior to or during the ownership of the Project Improvements by the Authority, and whether by the Redeveloper or any other predecessor in title or any employees, agents, contractors, or subcontractors of the Redeveloper or any other predecessor in title, or any third persons at any time occupying or present on the Project Improvements, in connection with the use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal, and/or presence of any Hazardous Substance at any time located, transported or present on, under, from, to or about the Project Improvements, including without limitation: (A) all consequential damages; (B) the cost of any required or necessary repair, cleanup, or detoxification of the Project Improvements and the preparation and implementation of any closure, remedial or other required plans; and (C) liability for personal injury or property damage arising under any statutory or common-law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of any abnormally dangerous activity.

(c) The foregoing indemnity obligation includes without limitation: (i) the costs of removal or remedial action incurred by the United States government or the State or response costs incurred by any other person, or damages from injury to, destruction of, or loss of natural resources, including the cost of assessing such injury, destruction or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended ("CERCLA"), 42 U.S.C. §9601 *et seq.*; (ii) the clean-up costs, fines, damages or penalties incurred pursuant to any applicable provisions of State law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs or penalties which arise from the provisions of any other applicable law.

(d) The foregoing indemnity shall further apply to any residual contamination on, under, from or about the Project Improvements, or affecting any natural resources, arising in connection with the use, handling, generation, manufacturing, production, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal, and/or presence of any such Hazardous Substance on, under, from or about the Project Improvements and irrespective of whether any of such activities were or will be undertaken in accordance with any applicable laws. This indemnity is intended to be operable under 42 U.S.C. Section 9607(e)(1), and any successor section thereof, and shall survive the termination of this Contract in all respects.

Section 10.10. Affirmative Action. The Redeveloper shall comply with all requirements of the Redevelopment Contract for the construction of the Project Improvements. The Redeveloper shall ensure that it and its Contractors and subcontractors collectively meet both the MBE and WBE goals established by the Human Relations Department of the City for this Project. Notwithstanding anything to the contrary, the Developer may achieve compliance with this Section by complying with, or demonstrating good faith efforts to comply with, the goals for M/WBE utilization.

Section 10.11. Americans with Disabilities Act. Redeveloper agrees to comply, during the term of this Lease, with all provisions of the Americans With Disabilities Act, Public Law 101-336 as well as 28 C.F.R. Parts 35 and 36 and 29 C.F.R. Part 1630, as applicable and as amended from time to time.

Section 10.12. Obligations under Indenture. The Redeveloper will perform the obligations assigned to it in the Indenture.

Section 10.13. Payment of Rent by the Redeveloper (on behalf of the Authority). Pursuant to the Land Lease, the Land Developer granted the Authority the right to enter into this Lease with the Redeveloper in exchange for periodic payments agreed upon by the Land Developer and the Redeveloper, which payments shall be made to the Land Developer directly by the Redeveloper on behalf of the Authority.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT IMPROVEMENTS

Section 11.1. Option to Purchase the Project Improvements. The Redeveloper shall have, and is hereby granted, the option to purchase the Project Improvements at any time, prior to the expiration of the Lease Term upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Redeveloper shall give written notice to the Authority and to the Trustee, if any portion of the Bonds shall then be unpaid or provision for their payment shall not have been made in accordance with the provisions of the Indenture, and shall specify therein the date of closing such purchase, which date shall be not less than 10 business days nor more than 180 days from the date such notice is mailed and in no event later than the Lease Term expiration date, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture the Redeveloper shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. The purchase price payable by the Redeveloper in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's and the Paying Agent's reasonable fees and expenses under the Indenture, this Lease and any other documents entered into in connection with the Bonds, accrued and to accrue until such redemption of the Bonds; plus

(c) the sum of \$10; plus

(d) an amount of money equal to the costs and expenses, including attorney's fees, incurred by the Authority in connection with the Redeveloper's exercise of its option to purchase the Project Improvements, together with any other amounts payable to the Authority under this

Lease, the Land Lease, the Indenture, in the Redevelopment Contract, or the Funding Agreement, or any other document entered into in connection with the Bonds.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Redeveloper may tender and deliver to the Trustee for cancellation Bonds not previously paid, and the Redeveloper shall receive a credit against the purchase price payable by the Redeveloper in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Notwithstanding the foregoing, any exercise by the Redeveloper of the option to purchase the Project Improvements must include the exercise of the option by the Land Developer to purchase the Land pursuant to the Land Lease, with conveyance by the Authority of the Land to the Land Developer and of the Project Improvements to the Redeveloper and such conveyances shall occur contemporaneously. The purchase price set forth in Section 11.1 above with respect to the Project Improvements and in Section 11.1 of the Land Lease shall be on deposit with the title company or other agreed upon party prior to such transfers. **Section 11.2. Conveyance of the Project Improvements.** At the closing of the purchase of the Project Improvements or transfer by the Authority pursuant to this Article, the Authority will upon receipt of the purchase price set forth in Section 11.1 deliver to the Redeveloper the following:

(a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project Improvements from the lien and/or security interest of the Indenture, in such form as reasonably requested by the Redeveloper.

(b) A special warranty deed, bill of sale and/or such other documents, in such form as reasonably requested by the Redeveloper and as acceptable to the Authority, conveying to the Redeveloper fee simple title to the Project Improvements, as it then exists, subject to the following: (1) those liens and encumbrances, if any, to which title to the Project Improvements was subject when conveyed to the Authority; (2) those liens and encumbrances created by the Redeveloper or to the creation or suffering of which the Redeveloper consented; (3) Permitted Encumbrances other than the Indenture and this Lease; and (4) if the Project Improvements or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The options and obligation to purchase the Project Improvements granted to the Redeveloper in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Redeveloper is in default under this Lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project Improvements. The Redeveloper hereby agrees to purchase, and the Authority hereby agrees to sell, the Project Improvements for the sum of \$10 at the expiration of the Lease Term following full payment of the Bonds and all other fees, charges and expenses (including without limitation attorneys' fees and expenses having been made in accordance with the provisions of the Indenture, the Redevelopment Contract, the Funding Agreement, this Lease and any other document entered into in connection with the Bonds).

Section 11.5. Option of Authority to Transfer. Notwithstanding any other provision of this Lease to the contrary, but subject to the remainder of this Section 11.5 the Authority shall have the right at any time, whether or not an Event of Default has occurred, to transfer its ownership interest in and to the Project Improvements, with or without terminating this Lease, to Redeveloper in its then "as is" condition without representation or warranty of any kind from the Authority via special warranty deed and if the Lease is not terminated, transferring all of the Authority's rights as the Authority in and to the Lease to Redeveloper, but only if (i) the Redevelopment Contract is terminated by reason of Redeveloper's default (beyond applicable notice and/or cure periods) thereunder, or (ii) the Authority reasonably determines that the Authority's continued ownership of the Project Improvements has subjected or would subject the Authority or its officers, commissioners, agents or employees to any material obligation, cause of action, judgment, Taxes, fine, penalty, claim or other liability, in each case due to a change in applicable law affecting the Authority's tax exempt status which results in a loss of the tax exempt status for the Project Improvements (a "Tax Event") or some other material cause or event that the parties acknowledge cannot be easily ascertained or predicted as of the Effective Date (a "Material Adverse Event"); provided, however, (1) the Authority shall provide prior written notice to Redeveloper, Lender and the PACE Lender of the Authority's intent pursuant to this Section to terminate this Lease and transfer the Project Improvements to Redeveloper by special warranty deed not less than sixty (60) days after the date of receipt of the Authority's notice to Redeveloper, and the reason(s) therefor, (2) Redeveloper shall have the right, but not the obligation, to cure the stated reason(s) for the termination and transfer within thirty (30) days after the date of receipt of the Authority's notice to Redeveloper, Lender and the PACE Lender ("Redeveloper Cure Period"), (3) if Redeveloper declines or is unable to cure the stated reason(s) for the intended termination and transfer within the Redeveloper Cure Period, Lender and the PACE Lender shall each have the right, but not the obligation, to cure the stated reason(s) for the termination and transfer commencing immediately upon the expiration of the Redeveloper Cure Period (or earlier if Redeveloper provides written notice to the Authority, Lender and the PACE Lender stating Redeveloper declines to attempt a cure, in which case the Lender and the PACE Lender's right to cure shall commence upon the date of Redeveloper's notice) and Lender and the PACE Lender shall each have the right to cure so long as Lender and the PACE Lender are proceeding diligently, as reasonably determined by the Authority, to achieve a cure, and (4) during such cure periods the Authority and Redeveloper agree to reasonably cooperate with each other and with Lender and the PACE Lender, at Redeveloper's sole cost and expense, to allow Redeveloper, Lender and/or the PACE Lender to achieve a cure if feasible within the cure periods. If the stated reason(s) of the Authority's decision to transfer its ownership interest in the Project Improvements under this Section 11.5 is not susceptible to cure by Redeveloper, Lender or the PACE Lender (and the Authority, Redeveloper, Lender and the PACE Lender each acknowledge that the stated reason(s) is not susceptible to cure), then neither Redeveloper, Lender nor the PACE Lender shall have any right or obligation to pursue a cure. Notwithstanding the foregoing, the Authority agrees not to exercise its right to terminate this Lease as provided above as a result of a Tax Event or a Material Adverse Event so long as (1) Redeveloper indemnifies the Authority for any obligation, cause of action, judgment, Taxes, fine, penalty, claim or other liability (including, without limitation, reasonable attorney's fees and administrative expenses of the Authority even if performed by its own staff or officials) pursuant to this Lease, (2) Redeveloper pays, or contests as set forth in the second to last sentence of this Section 11.5, the obligation, cause of action, judgment, Taxes, fine, penalty, claim or other liability arising from the Tax Event or Material Adverse Event, and (3) Redeveloper pays all costs and expenses payable or incurred by the Authority, including, without limitation, reasonable attorney's fees and administrative expenses of the Authority even if performed by its own staff or officials, in connection with any obligation, cause of action, judgment, Taxes, fine, penalty, claim or other liability imposed on or alleged against the Authority arising out of such Tax Event or Material Adverse Event. If Redeveloper contests any such obligation, cause of action, judgment, Taxes, fine, penalty, claim or other liability, the Authority, at Redeveloper's request, shall cooperate with Redeveloper as may be reasonably necessary for Redeveloper to contest, provided that (A) Redeveloper shall pay all costs and expenses incurred by the Authority, including, without limitation, reasonable attorney's fees and administrative expenses of the Authority even if performed by its own staff or officials, in connection with any such contest or defense, (B) all actions are taken in compliance with applicable law, and (C) any such contest or defense is made after Redeveloper pays the

applicable amount, if required by applicable law, or, if applicable law does not require Redeveloper to pay the applicable amount prior to the contest, then, upon written demand of the Authority, Redeveloper shall promptly provide to the Authority security reasonably acceptable to the Authority. In connection with any termination of this Lease, Redeveloper shall pay to the Authority all sums and amounts due to the Authority hereunder.

In the event this Lease is terminated, the Owners shall tender, or be deemed to have tendered, the outstanding principal amount of the Bonds for cancellation with instructions that such tender is in lieu of payment in accordance with Section 11.1 hereof and this Lease shall thereupon be terminated and the Authority will promptly convey the Project Improvements in accordance with Section 11 hereof.

Section 11.6 Closing. For any transfer of title to the Project Improvements under this Article XI, the Redeveloper shall pay all closing costs and expenses, including attorney's fees incurred by the Authority in connection with such transfer.

Furthermore, as a material inducement for the Authority to enter into this Lease, the Redeveloper irrevocably waives any right to reject any conveyance of the Project Improvements, including all improvements thereon, by the Authority. The Redeveloper hereby names the Jackson County, Missouri Director of Records and its agents or employees as the Redeveloper's agent for acceptance of a deed executed by the Authority pursuant to this Article XI conveying title to the Redeveloper. The Redeveloper authorizes the Authority to send any deed executed pursuant to this Article XI directly to the Office of the Jackson County, Missouri Director of Records for acceptance and recording, with a copy of such deed to be sent to the Redeveloper, and acknowledges that receipt of such deed by the Office of the Jackson County, Missouri Director of Records shall constitute acceptance of the deed by the Redeveloper.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" under this Lease:

(a) Default in the payment of Basic Rent or Additional Rent on the date due or within 15 days thereafter; or

(b) Default in the due observance or performance of any covenant, agreement, obligation or provision of this Lease other than as specified in subsections (a), (c), or (d) of this **Section 12.1** on the Redeveloper's part to be observed or performed, and such default shall continue for 30 days after the Authority or the Trustee has given the Redeveloper written notice specifying such default (or such longer period as determined by the Authority to be reasonably required to cure such default; provided that (1) the Redeveloper has commenced such cure within said 30-day period, and (2) the Redeveloper diligently prosecutes such cure to completion); or

(c) Any of the limited liability companies comprising the Redeveloper shall: (1) admit in writing its inability to pay its debts as they become due; or (2) file a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or file a pleading asking for such relief; or (3) make an assignment for the benefit of creditors; or (4) consent to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or shall fail to have the appointment of any trustee, receiver or liquidator made without the Redeveloper's

consent or acquiescence, vacated or set aside; or (5) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) be subject to any proceeding, or suffer the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, shall not be dismissed, vacated, denied, set aside or stayed within 60 days after the day of entry or commencement; or (7) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) The Redeveloper shall vacate or abandon the Project Improvements, and the same shall remain uncared for and unused for 90 days, unless the Project Improvements has been subject to a casualty and the Redeveloper is intending to rebuild the Project Improvements or the Redeveloper's interest in this Agreement has been transferred to a financing party or a lender and the Project Improvements continues in operation thereafter; or

(e) The occurrence of an Event of Default as defined in the Land Lease, the Redevelopment Contract or the Funding Agreement which is not cured within any applicable cure period set forth in the Land Lease, the Redevelopment Contract or the Funding Agreement.

(f) The occurrence of an Event of Default as defined in the Lender Loan Documents or the PACE Loan Documents which is not cured within any applicable cure period set forth therein.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond the period provided to cure, then the Authority may at the Authority's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable after giving ten (10) days prior written notice thereof to the Redeveloper, as provided in the Indenture; or

(b) give the Redeveloper written notice of the Authority's intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1** hereof and this Lease shall thereupon be terminated, and the Authority will promptly convey the Project Improvements in accordance with **Section 11.2** hereof; or

(c) institute such proceedings as may be necessary or desirable to enforce performance or observance of any obligation, agreement, or covenant of the Redeveloper under this Lease; or

(d) without terminating this Lease, re-enter the Project Improvements, by summary proceedings or otherwise.

Section 12.3. Survival of Obligations. The Redeveloper covenants and agrees with the Authority and Bondowners that its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Redeveloper shall continue to pay the Basic Rent and Additional Rent and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that upon the payment of all Basic Rent and Additional Rent required under **Article V** hereof, and upon the satisfaction and discharge of the Indenture under **Section 1301** thereof, the Redeveloper's obligation under this Lease shall thereupon cease and terminate in full, except that obligations with respect to indemnification of the Authority and the Trustee shall not so terminate.

Section 12.4. Performance of the Redeveloper's Obligations by the Authority. If the Redeveloper shall fail to keep or perform any of its obligations as provided in this Lease in the making of any payment or performance of any obligation, then the Authority, or the Trustee in the Authority's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Redeveloper's part for 30 days after written notice of such failure is given the Redeveloper by the Authority or the Trustee, and without waiving or releasing the Redeveloper from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the Authority or the Trustee and all necessary incidental reasonable costs and expenses (including, but not limited to, interest at the Trustee's prime rate plus 2% on any sums so paid and attorneys' fees and expenses) incurred by the Authority or the Trustee in performing such obligations shall be deemed Additional Rent and shall be paid to the Authority or the Trustee on demand, and if not so paid by the Redeveloper, the Authority or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Redeveloper in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the Authority and the Redeveloper hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Authority and the Redeveloper shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 12.6. Waiver of Breach; Inaction Not a Waiver. 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 the Redeveloper of any covenant, agreement or undertaking by the Redeveloper, the Authority or the Trustee may nevertheless accept from the Redeveloper any payment or payments hereunder without in any way waiving Authority's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Redeveloper which were in existence at the time such payment or payments were accepted by the Authority or the Trustee. In addition, failure of the Authority to complain of any act or omission on the part of the Redeveloper no matter how long the same may continue, shall not be deemed to be a waiver by the Authority of any of its rights under this Lease. No waiver by the Authority at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

Section 12.7. Notice of Defaults Under Section 12.1; Opportunity of Redeveloper to Cure Defaults.

(a) Anything herein to the contrary notwithstanding, no default specified in **Section 12.1(a), (b), (c) or (d)** shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given by the Authority, by the Trustee or by the Owners of 25% in aggregate principal amount of all Bonds Outstanding to the Redeveloper, the Lender, the PACE Lender and the Redeveloper shall have had 30 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within such period; provided, however, if any such 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 Redeveloper within such period and diligently pursued until the default is corrected.

(b) With regard to any alleged default concerning which notice is given to the Redeveloper under the provisions of this Section, the Authority hereby grants the Redeveloper full authority for account of the Authority to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the Authority, with full power to do any and all things and acts to the same extent that the Authority could do and perform any such things and acts in order to remedy such default.

Section 12.8. Trustee's Exercise of the Authority's Remedies. Whenever any default or Event of Default shall have occurred and be continuing, the Trustee may, but shall not be obligated to, exercise any or all of the rights of the Authority under this Article, upon notice as required of the Authority unless the Authority has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

Section 12.9 Recovery of Attorneys' Fees. In the event the Authority commences an action to enforce this Lease or defend its rights hereunder, the Authority, if the Authority is the substantially prevailing party in any such action, shall be entitled to recover from the Redeveloper all costs and expenses including attorneys' fees incurred by the Authority in connection therewith.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) Notwithstanding the right of the Redeveloper to assign its interests in this Lease to secure financing as provided in Section 10.4, neither the Redeveloper nor its successors or permitted assigns may assign or in any manner transfer this Lease or any estate or interest herein nor sublet the Project Improvements in whole or in part (each a "Transfer") without first obtaining the written consent of the Authority, which consent may be granted, denied, or conditioned in the sole discretion of the Authority. Notwithstanding the foregoing, the Redeveloper shall: (i) have the right without the Authority's prior written consent to rent hotel rooms and meeting space and to sublet individual commercial space as such units may be configured within the Project Improvements in the usual course of the Redeveloper's business; and (ii) have the right, upon prior written notice to the Authority, to assign this Lease without consent of the Authority to any Controlled Affiliate (as defined in the Indenture) of the Redeveloper and such affiliate shall be deemed to assume and agree to keep, observe and perform all of the terms, covenants, obligations (including specifically, without limitation, indemnification obligations) and provisions of this Lease. Upon any assignment by the Redeveloper as permitted under this Lease, this Lease shall be binding upon and shall inure to the benefit of the assignee or to any successor entity and the assignment instrument shall be recorded in the Office of the Recorder of Deeds for Jackson County, Missouri. Notwithstanding anything in **Section 13.1** to the contrary with respect to an assignment to a Controlled Affiliate, the form of any such assignment instrument shall be subject to the approval of the Authority, which approval shall not be unreasonably withheld. Consent by the Authority to one or more Transfers shall not operate as a waiver of the Authority's rights as to any subsequent Transfers. In addition, consent of the Authority is not necessary for any one Redeveloper limited liability company to transfer its interest in the Lease to either of the other Redeveloper limited liability companies with a tenant in common interest under this Lease, provided that the form of any such assignment instrument shall be subject to the approval of the Authority, which approval shall not be unreasonably withheld. Upon the occurrence of any event described in this subsection, the assigning or transferring Redeveloper entity shall also transfer its interest in the Bonds to the transferee or assignee entity, such that following the transfer or assignment the resulting tenant entities shall at all times also be 100% owner of the Bonds. Each entity comprising the Redeveloper shall adhere to the Bond transfer requirements in the Indenture as part of any such assignment.

With respect to any assignment, the Redeveloper shall comply with the following conditions:

- (1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;
- (2) Such assignment shall include the entire then unexpired term of this Lease;
- (3) A duplicate original of such assignment shall be delivered to the Authority, the Lender, the PACE Lender and the Trustee not later than fifteen (15) days prior to the proposed effective date, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Redeveloper to be performed and observed;
- (4) At the time of any such assignment there shall be no damage or destruction to the Project Improvements which has not been repaired, restored and replaced in accordance with the provisions of this Lease, unless any funds then held by the Redeveloper for the purposes of such repair, restoration and replacement are simultaneously transferred to the assignee; and

(5) There shall be delivered to the Trustee and the Authority written evidence that all conditions precedent to such assignment have been satisfied.

Upon the satisfaction of the conditions set forth herein, the assignor shall be relieved of all further liability occurring on and after the effective date of such assignment, provided, however, such assignment shall not relieve the assignor of its obligations pursuant to **Sections 10.5 and 10.9** hereof.

Section 13.2. Assignment of Revenues by Authority. The Authority shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Redeveloper hereby consents to such pledge and assignment.

Section 13.3. Restrictions on Sale or Encumbrance of Project Improvements by Authority. During this Lease Term, the Authority agrees that, except to secure the Bonds to be issued pursuant to the Indenture and except as otherwise provided in **Section 10.4** and **Articles XI** and **XII** hereof, it will not sell, assign, encumber, mortgage, transfer or convey the Project Improvements or any interest therein, except with the prior written consent of the Redeveloper and the Bondowners.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. This Lease may not be amended, modified or waived orally except by a written instrument approved and signed by both parties. In addition, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with **Article XII** of the Indenture.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Lease to be given to or filed with the Authority, the Trustee, the Redeveloper or the Owners of the Bonds if the same is given or filed in the manner and at the addresses specified in the Indenture. Notwithstanding the forgoing, any notice required under this Lease shall be provided in writing to each party required to receive such notice.

Section 15.2. Authority Shall Not Unreasonably Withhold Consents and Approvals. Except as otherwise provided herein, wherever in this Lease it is provided that the Authority shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the Authority shall not unreasonably or arbitrarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the Authority and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the Authority and the Trustee with funds sufficient for the purposes aforesaid, the Redeveloper

shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all fees, expenses and costs incident to the payment of the Bonds have been paid in full the Trustee or the Authority holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Redeveloper under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Redeveloper.

Section 15.4. No Pecuniary Liability. Notwithstanding any other provision herein to the contrary, the obligations, liabilities, and any amounts due and owing by the Authority pursuant to the provisions hereof shall be non-recourse as to the Authority. No provision, representation, covenant, or agreement (including, without limitation, any indemnity obligation) contained in this Lease, the Redevelopment Contract, the Indenture, the Bonds, the Lender Loan Documents, the PACE Loan Documents, or any obligation herein or therein imposed upon the Authority, or the breach thereof, shall constitute or give rise to or impose upon the Authority a pecuniary liability or a charge upon the general credit or the taxing powers of the City or the State of Missouri. No provision hereof shall be construed to impose a charge against the general credit of the Authority or any personal or pecuniary liability upon any commissioner, officer, agent or employee of the Authority.

All covenants, obligations and agreements of the Authority contained in this Lease shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future commissioner, officer, agent or employee of the Authority in other than his or her official capacity, and no official executing this Lease shall be liable personally for this Lease or be subject to any personal liability or accountability by reason of the execution and delivery of this Lease or by reason of the covenants, obligations or agreements of the Authority contained in this Lease.

Section 15.5. Electronic Storage. The parties agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.6. Governing Law. This Lease shall be construed in accordance with and governed by the laws of Missouri.

Section 15.7. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the Authority and the Redeveloper and their respective successors and assigns.

Section 15.8. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.9. Execution in Counterparts. This Lease may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.10 Holdover. If at the expiration of this Lease, the Redeveloper should hold over for any reason whatever, it is agreed that in the absence of a written agreement to the contrary, such tenancy shall be from month-to-month only.

Section 15.11 Incorporation. The Recitals and exhibits attached to this Lease are incorporated into and made a part of this Lease as if they were fully included herein.

Section 15.12 Recordation of Lease. The Authority and the Redeveloper agree that this Lease shall not be recorded, but that a short form lease shall be executed and recorded in accordance with the laws governing and regulating recording of such documents in the State of Missouri. The costs and expenses of the recordation of such short form lease shall be borne by the Redeveloper.

Section 15.13. Joint and Several Liability. If Redeveloper is comprised of more than one entity, each such entity shall be jointly and severally liable for Redeveloper's obligations under this Lease and in relation to any right of action which shall accrue to the Authority under this Lease, the Authority may, at its option, proceed from time to time jointly or severally against each or all of entities comprising the Redeveloper.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

**LAND CLEARANCE FOR
REDEVELOPMENT AUTHORITY OF
KANSAS CITY, MISSOURI**

By: _____
Chairman

[SEAL]

ATTEST:

By: _____
Secretary

**900 BROADWAY KC DEVELOPMENT
COMPANY LLC**

By: _____

Name: _____

Title: _____

OAK HOLDINGS, LLC

By: _____

Name: _____

Title: _____

REMSK, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A
PROPERTY

Lots 8 and 9, Block 2, HOPKINS RESURVEY OF BLOCKS 1, 2, 3 AND 4, COATES ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

EXHIBIT B

UNDIVIDED OWNERSHIP INTERESTS OF THE REDEVELOPER

	TIC INTEREST IN THE PROPERTY	
900 Broadway Dev. Co.		77.73%
Oak Holdings		12.172%
REMSK		10.90%
	Total	100%

EXHIBIT C

[FORM OF REQUISITION CERTIFICATE]

Requisition No. _____

Date: _____

REQUISITION CERTIFICATE

TO: BOKF, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF *[CLOSING MONTH]* 1, 2019, BETWEEN LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, AND THE TRUSTEE, AND LEASE AGREEMENT DATED AS OF _____, 2019, BETWEEN LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, AND 900 BROADWAY KC DEVELOPMENT COMPANY LLC, OAK HOLDINGS, LLC, AND REMSK, LLC

The undersigned hereby request that a total of \$_____ be paid for Project Costs (as defined in said Lease) in such amounts, to such payees and for such purposes as set forth on **Schedule 1** attached hereto.

We hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the improvement and construction of the Project, have been properly incurred and are a proper charge against the Project Fund, and have been paid by or are justly due to the persons whose names and addresses are set forth on Schedule 1, and have not been the basis of any previous requisition from the Project Fund; (ii) as of this date, except for the amounts referred to above, there are, to the best of our knowledge, no outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the improvement and construction of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof; and (iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any moneys from the Project Fund in any previous or pending application for payment made pursuant to said Lease.

For any payee which is the Redeveloper the undersigned hereby instructs the Trustee to make such payment by wire transfer to the following account: Bank Name: _____, Bank Location: _____, ABA No. _____, Credit Account No. _____ (900 Broadway KC Development Company LLC), Contact Person: _____.

900 Broadway KC Development Company LLC,
a Missouri limited liability company

By: _____
Authorized Company Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

Amount

Payee and Address

Description