

EIGHTH AMENDMENT
SOUTHTOWN
TAX INCREMENT FINANCING PLAN
KANSAS CITY, MISSOURI


TIF Commission Consideration:

February 10, 2010 2-13-10
Date Resolution No.

City Council Approval:

April 1, 2010 100201
Date Ordinance No.

Attached herewith is a true and correct copy of the Eighth Amendment to the Southtown TIF Plan that was approved by the Tax Increment Financing Commission of Kansas City, Missouri by Resolution No. 2-13-10 on February 10, 2010.



Chairman

**The Eighth Amendment
To The
Southtown Corridor/31st & Baltimore
Tax Increment Financing Plan**

I. INTRODUCTION

The Eighth Amendment to the Southtown Corridor/31st & Baltimore Increment Financing Plan (the Eighth Amendment") shall amend the Southtown Corridor/31st & Baltimore Tax Increment Financing Plan as approved by the Ordinance No. 940564 on May 19, 1994 (the "Original Plan"), the First Amendment to the Original Plan, as approved by Ordinance No. 30259 on March 27, 2003 (the "First Amendment"), the Second Amendment to the Original Plan, as approved by Ordinance No. 060470 on May 4, 2006 (the "Second Amendment"), the Third Amendment to the Original Plan, as approved by Ordinance No. 070140 on February 8, 2007 (the "Third Amendment"), the Fourth Amendment to the Original Plan, as approved by Ordinance No. 070659 on July 12, 2007 (the "Fourth Amendment"), the Fifth Amendment to the Original Plan, as approved by Ordinance No. 080642 on August 7, 2008 (the "Fifth Amendment") and the Seventh Amendment to the Original Plan, as approved by Ordinance No. 080930 on September 25, 2008 (the "Seventh Amendment," together with the Original Plan, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment are collectively referred to herein as the "Plan"). A Sixth Amendment to the Plan has not been approved by the City.

The Eighth Amendment provides for the rehabilitation of the Metro Plaza Shopping Center in connection with the implementation of Redevelopment Project H of the Plan ("Project H") and certain modifications (i) to the Site Plans for Project H, (ii) to the Budget of Redevelopment Project Costs and Reimbursable Project Costs described by the Plan, (iii) to the Sources and Uses contemplated by the Plan, (iv) to the Redevelopment Schedule included within the Plan, (v) to the projected Payment in Lieu of Taxes and Economic Activity Taxes set forth within the Plan, (vi) to the employment and construction projections set forth within the Plan, (vii) to the But For Analysis contained within the Plan and (viii) to the Cost/Benefit Analysis contained within the Plan. The intent of the Plan remains unchanged other than those changes specifically mentioned in this Eighth Amendment.

SPECIFIC AMENDMENTS

In accordance with this Eighth Amendment, the Plan shall be amended as follows:

Amendment No. 1 - Estimated Redevelopment Project Costs

Delete the first paragraph of Section II of the First Amendment and Section IVA of the Second Amendment and insert in lieu thereof the following:

Estimated Redevelopment Project Costs for the 16 Redevelopment Projects, related public improvements and administrative costs and expenses incurred by the Commission to implement the Plan are projected to be approximately \$237,043,100. The Plan proposes that approximately \$128,929,866 in Redevelopment Project Costs be reimbursed from Payments in Lieu of Taxes and Economic Activity Taxes (collectively, "TIF Revenue") or from proceeds of Obligations secured, at least in part, by TIF Revenue. Such estimated Redevelopment Project Costs, including Redevelopment Project Costs related to the implementation of Project H, are

approximately \$6,147,200, of which \$3,068,200 is to be reimbursed from TIF Revenue, as more specifically identified on Exhibit 4 and Exhibit 4A. Upon reimbursement of all reimbursable redevelopment project costs related to the implementation of Project H, as such costs are identified on Exhibit 4, the City Council, based upon the recommendation of the Tax Increment Financing Commission of Kansas City, Missouri shall take all such necessary action required by Section 99.850 RSMo., (a) to terminate Project H, (b) find that all reimbursable Redevelopment Project Costs identified on Exhibit 4 that relate to Project H have been reimbursed, (c) dissolve the Special Allocation Fund related to Project H and (d) declare as surplus all amounts remaining in the Special Allocation Fund and distribute such amounts in accordance with the Act.

Amendment No. 2 - Payments in Lieu of Taxes

Delete the first and second paragraph of Section III.A. of the First Amendment and the first paragraph of Section IV.C of the Second Amendment and in lieu thereof insert the following:

Calculations of expected proceeds of Payments in Lieu of Taxes are based on current real property assessment formulas and current and anticipated property taxes, both of which are subject to change due to many factors, including reassessment, the effects of real property classification for real property tax purposes, and the rollback in tax levies resulting from reassessment or classification. The estimated total Payments in Lieu of Taxes generated by Redevelopment Projects referenced by the Plan is \$90,689,000, as more specifically identified on Exhibit 6 to this Plan, which include estimated Payments in Lieu of Taxes related to Project H to be \$3,069,734. The Payments in Lieu of Taxes related to Project H are identified on Exhibit 6A to this Plan.

Amendment No. 3 - Economic Activity Taxes

Delete the first sentence of Section III.B. of the First Amendment and the first paragraph of Section IV.D of the Second Amendment and in lieu thereof insert the following:

The projected Economic Activity Taxes generated from the Redevelopment Projects and available for deposit in the Special Allocation Fund, in accordance with the Act, are \$22,185,000, as more particularly set forth on Exhibit 6 to this Plan, which include \$5,630,775 related to Project H, as shown on Exhibit 6A.

Amendment No. 4 - Evidence of Commitments to Finance

Insert the following sentence after the first paragraph of Section IV of the Original Plan and after Section IV.F. of the Second Amendment.

In connection with the implementation of Redevelopment Project H, Exhibit 16A shows a letter of interest from a private mortgage financing source.

Amendment No. 5 - Most Recent Equalized Assessed Valuation

Delete the first paragraph of Section VI. of the Original Plan and the first paragraph of Section V. of the Second Amendment and in lieu thereof insert the following:

According to the assessor's office of Jackson County, Missouri, the total initial equalized assessed valuation of the real property located within Redevelopment Area is \$75,740,258 and more specifically for Project H it is \$642,720. The current combined ad valorem tax levy is projected to be \$7.8448 per \$100 assessed valuation. The current annual tax revenue generated from the Redevelopment Projects is approximately \$6,509,312 and more specifically for Project H it is approximately \$59,998

Amendment No. 6 - Estimated Equalized Assessed Valuation After Redevelopment

Insert the following sentence after first paragraph of Section VII of the First Amendment and Section VI of the Second Amendment.

When Redevelopment Project H improvements have been completed, the total assessed valuation of the Redevelopment Area over 23 years is estimated to be \$3,623,745 as shown in Exhibit 6A.

Amendment No. 7 - "But For TIF"

Delete Section X of the Plan and in lieu thereof insert the following:

The Redevelopment has not been subject to growth and development by private enterprise and would not reasonably be anticipated to be developed without the adoption of this Plan. The best and most economically viable uses for the properties in the Redevelopment Area are set forth on Exhibit 3. Because of the ~~existing~~ condition or the properties within the Redevelopment Area, and particularly the condition and location of the areas selected for the Redevelopment Projects, the properties have not been subject to growth or development in the past. The cost of curing the existing conditions and construction of the improvements contemplated by this Plan is not economically viable if fully born by a Redeveloper. The use of tax increment financing makes this Plan feasible and this attractive to private enterprise investment.

Notwithstanding the above, in order to ensure that the public assistance, through the use of tax increment financing, proposed by this Plan does not subsidize an unreasonable level of earnings to a Redeveloper, each Redevelopment Project, including Project H, has been required to have a leveraged and unleveraged internal rate of return analysis completed and presented to the Commission before any costs related thereto are reimbursed with TIF Revenue.

Acceptable investment returns to real estate investors depend on a large number of external factors and the nature of the specific investment, including, the property sector of land use; the life cycle of the property; local market conditions such as new development, major employers and their plans, demographics and the like; the overall risk associated with the property; inflation expectations, and numerous other factors. The best method of determining the need for assistance and the sizing of the tax increment financing assistance is to study a developer's internal rate of return ("IRR"). The internal rate of return takes into account both the annual income

derived as cash flow as well as the potential return from a hypothetical sale of the private improvements at the end of the forecast period.

Each Redevelopment Agreement shall contain provisions whereby the public may participate in excess of the annual cash-on-cash return. The level of participation will be identified in the financial analysis of each Redevelopment Project.

In the event that any Project Improvement is refinanced or sold, once all cost of the sale or refinancing have been paid, the private debt retired, the investors' equity investment returned, the public will share in residual proceeds. The annual cash-on-cash and residual sales participation shall be in the same proportion as the proportion of public investment in the completed Redevelopment Project or group of Redevelopment Projects bears to the total cost of all Project Improvements in such Redevelopment Project or group of Redevelopment Projects. The proceeds of such participation shall be distributed per the discretion of the Commission.

As shown in Exhibit 17 the analysis shows specific results for Project H.

Amendment No. 9 - Cost-Benefit Analysis

Delete Section X of the Plan and in lieu thereof insert the following:

COST-BENEFIT ANALYSIS

A cost-benefit analysis shall be prepared for the Plan. This analysis and other evidence submitted to the Commission shall describe the (1) impact on the economy of each taxing district if the Plan and the Redevelopment Projects and related improvements contemplated by the Plan are not built; (2) impact on the economy if each taxing district if the Redevelopment Projects and related improvements contemplated by the Plan are built; (3) a fiscal impact study on every affected political subdivision; and (4) sufficient information to determine whether the Redevelopment Projects and related improvements contemplated by the Plan, as proposed, are financially feasible.

A cost-benefit analysis has been prepared for the Plan, including Project H. This analysis and other evidence submitted to the Commission describe the fiscal impact on every affected Taxing District; the Cost-Benefit Analysis can be found on Exhibit 15A.

Amendment No. 10 - Provisions for Amending the Tax Increment Financing Plan

Delete the Section XXII of the Plan and in lieu thereof insert the following:

This Plan may be amended pursuant to provisions of the Act ,except in the event that there are minor inaccuracies contained within this Plan or any exhibit attached hereto, and such inaccuracies do not alter the substance of the Plan or any Redevelopment Project described herein, the City Council of Kansas City, Missouri authorizes the Commission to approve and correct such inaccuracies and to execute any required

instruments and to make and incorporate such amendment or change to this Plan or any exhibit attached hereto.

II. PLAN EXHIBIT AMENDMENTS

Amendment No. 11. Exhibit 3, Conceptual Project Area Site Plans and Estimated Costs

Delete Project H map and text contained in Exhibit 3, entitled “Conceptual Project Area Site Plans and Estimated Costs” and replace it with the addendum attached hereto as Exhibit 3, entitled “Project H”.

Amendment No. 12. Exhibit 4, Estimated Redevelopment Project Costs

Delete Exhibit 4, entitled “Estimated Redevelopment Project Costs,” and replace with the addendums attached hereto as Exhibit 4, entitled “Estimated Redevelopment Project Costs” and Exhibit 4A, entitled “Project H Estimated Redevelopment Project Costs”.

Amendment No. 13. Exhibit 5, Sources of Funds

Supplement Exhibit 5, entitled “Sources of Funds,” with the addendum attached hereto as Exhibit 5A, entitled “Sources of Funds” as an exhibit to the Plan.

Amendment No. 14. Exhibit 6, Estimated Annual Payments in Lieu of Taxes and Economic Activity Taxes over the Life of the Redevelopment Plan

Supplement Exhibit 6, entitled, “Estimated Annual Payments in Lieu of Taxes and Economic Activity Taxes over the Life of the Redevelopment Plan with the addendum attached hereto as Exhibit 6A, entitled “Estimated Annual Payments in Lieu of Taxes and Economic Activity Taxes over the Life of the Tax Increment Financing Plan” as an exhibit to the Plan.

Amendment No. 15. Exhibit 7, Developer’s Proposal

Supplement Exhibit 7, entitled, “Developer’s Proposal” with the addenda attached hereto as Exhibit 7B entitled, “Developer’s Proposal” as an exhibit to the Plan.

Amendment No. 16. Exhibit 9, Development Schedule

Supplement Exhibit 9, entitled “Estimated Redevelopment Schedule”, with the addendum attached hereto as Exhibit 9A, entitled “Development Schedule” as an exhibit to the Plan.

Amendment No. 17. Exhibit 12, Affirmative Action

Delete Exhibit 12, entitled “Affirmative Action Policy”, and incorporate Exhibit 12A, “Affirmative Action Policy” and Exhibit 12B “Officer’s Certificate,” with the attached Exhibits 12A and 12B, entitled “Affirmative Action Policy” and “Officer’s Certificate”, respectively, as exhibits to this Plan.

Amendment No. 18. Exhibit 14, Definitions

Delete Exhibit 14 entitled “Definitions” and incorporate Exhibit 14, entitled, “Definitions” respectively, as an exhibit to this Plan.

Amendment No. 19. Exhibit 15, Cost-Benefit Analysis

Supplement Exhibit 15, entitled, “Cost-Benefit Analysis” with the addenda attached hereto as Exhibits 15A, entitled “Cost-Benefit Analysis”

Amendment No. 20. Exhibit 16, Evidence of Financing

Attach and incorporate Exhibit 16, entitled, “Evidence of Financing”, with the addendum attached hereto as Exhibit 16A, entitled “Evidence of Financing as an exhibit to the Plan

Amendment No. 21. Exhibit 17, “But For TIF” Analysis

Attach and incorporate Exhibit 17, entitled, “But For TIF Analysis” with the addendum attached hereto as Exhibit 17, entitled “But For TIF Analysis” as an exhibit to the Plan

Amendment No. 22. Exhibit 18, Construction and Employment Information

Attach and incorporate Exhibits 18A and 18B, entitled “Construction and Employment Information” as exhibits to the Plan.

Exhibit 3

Conceptual Project Area Site Plans and Estimated Costs

Project Area: H

General Boundary Description:

Bounded by Bushman Drive to the North and West, 63rd Street to the South and the boundary of Blue Hills Centre Tract 1 to the East.

Project Description:

Redevelopment of the existing shopping center for commercial/retail uses.

Estimated Project Costs:

Included in Exhibit 4 labeled "Estimated Redevelopment Project Costs" within the original plan.

Exhibit 4

Estimated Redevelopment Project Costs

Unified Budget
Southtown Corridor/ 31st & Baltimore TIF Plan

Southtown Corridor/31st & Baltimore TIF Plan
8th Amendment Budget

Project H Metro Plaza Shopping Center					
Commission Expenses ①	Current Project Budgets	Reimbursable	8th Amendment Budget	Reimbursable	Difference Between Original Budget and 8th Amendment Project Costs
					Difference Between Original Reimbursable and 8th Amendment Reimbursable
Legal	50,000	50,000	50,000	50,000	
Agenda	2,000	2,000	2,000	2,000	
Staff Time	40,000	40,000	40,000	40,000	
Miscellaneous	4,000	4,000	4,000	4,000	
Final Development Approval Fees	82,880	82,880	82,880	82,880	
Plan & Project Administration & Developer/Consultant/ TIF Expense	96,168,683	9,616,683	9,616,683	9,616,683	
Total Commission Expenses and Fees	\$ 9,775,573	\$ 9,775,573	\$ 9,775,573	\$ 9,775,573	\$ -
Project A - Research Office Facility					
Demolition and General Site Preparation	200,000	200,000	200,000	200,000	
Incidental Costs	752,675	752,675	752,675	752,675	
Infrastructure/Site Improvements	1,134,266	1,134,266	1,134,266	1,134,266	
Redevelopment Project Costs	7,581,305	551,000	7,581,305	551,000	
Retaining Wall Repair and Upgrade	263,636	263,636	263,636	263,636	
Signage and Southtown Area Markers/Monuments	100,000	100,000	100,000	100,000	
Total Project A - Research Office Facility	\$ 10,011,882	\$ 3,001,577	\$ 10,011,882	\$ 3,001,577	\$ -
Project B - Data Processing Center					
Site Acquisition	472,000	-	472,000	-	
Site Preparation	60,000	-	60,000	-	
Redevelopment Project	2,618,000	-	2,618,000	-	
Site Utilities & Infrastructure	180,000	-	180,000	-	
Incidental Costs	670,000	-	670,000	-	
Total Project B - Data Processing Facility	\$ 4,000,000	\$ -	\$ 4,000,000	\$ -	\$ -
Project C - Landscaped Greenbelt					
Acquisition	100,000	100,000	100,000	100,000	
Relocation	20,000	20,000	20,000	20,000	
Demolition	36,200	36,200	36,200	36,200	
Incidental Costs	53,169	53,169	53,169	53,169	
Infrastructure/Site Improvements	100,000	100,000	100,000	100,000	
Redevelopment Project Costs	153,846	153,846	153,846	153,846	
Signage and Southtown Area markers/monuments	250,000	250,000	250,000	250,000	
Curb and Sidewalk repairs	39,695	39,695	39,695	39,695	
Landscaping	156,667	156,667	156,667	156,667	
Walking/Jogging Trail	100,000	100,000	100,000	100,000	
Total Project C - Landscaped Greenbelt	\$ 1,009,577	\$ 1,009,577	\$ 1,009,577	\$ 1,009,577	\$ -
Project D - Baptist Hospital Campus					
Demolition and General Site Preparation	780,454	780,454	780,454	780,454	
Incidental Costs	989,864	989,864	989,864	989,864	
Infrastructure/Site Improvements	1,836,440	1,836,440	1,836,440	1,836,440	
Redevelopment Project Costs	7,888,235	518,400	7,888,235	518,400	
Facility Rehab	1,500,000	1,500,000	1,500,000	1,500,000	
Total Project D - Office On Baptist Hospital Campus	\$ 12,974,993	\$ 5,133,794	\$ 12,974,993	\$ 5,133,794	\$ -
Project E - Mixed Use					
Acquisition	278,866	278,866	278,866	278,866	
Relocation	38,600	38,600	38,600	38,600	
Demolition & General Site Preparation	157,873	157,873	157,873	157,873	
Incidental Costs	471,331	471,331	471,331	471,331	
Infrastructure/Site Improvements	1,303,467	54,600	1,303,467	54,600	
Total Project E - Residential Related Uses	\$ 2,249,937	\$ 1,001,070	\$ 2,249,937	\$ 1,001,070	\$ -

	Current Project Budgets	Reimbursable	8th Amendment Budget	Reimbursable	Difference Between Original Budget and 8th Amendment Project Cost	Difference Between Original Reimbursable and 8th Amendment Reimbursable
Project F - Landscaped Greenbelt						
Acquisition	269,237	269,237	269,237	269,237		
Relocation	-	-	-	-		
Demolition & General Site Preparation	66,800	66,800	66,800	66,800		
Incidental Costs	150,699	150,699	150,699	150,699		
Infrastructure/Site Improvements	100,000	100,000	100,000	100,000		
Redevelopment Project Costs	150,000	150,000	150,000	150,000		
Total Project F - Landscaped Greenbelt	\$ 736,736	\$ 736,736	\$ 736,736	\$ 736,736	\$ -	\$ -
Project G - Mixed Use						
Administrative Expenses	168,869	168,869	168,869	168,869		
Site Improvements	10,251,899	10,251,899	10,251,899	10,251,899		
Building Construction	16,755,453	-	16,755,453	-		
Tenant Reimbursements	475,860	475,860	475,860	475,860		
Architecture & Engineering	1,874,589	1,874,589	1,874,589	1,874,589		
Tenant Allowances	6,383,356	6,383,356	6,383,356	6,383,356		
Retail Tenant Improvements	4,152,701	4,152,701	4,152,701	4,152,701		
Development Management	4,130,796	4,130,796	4,130,796	4,130,796		
Miscellaneous Administration	787,610	-	787,610	-		
Legal	-	373,375	-	373,375		
Accounting/Audit Fees	-	32,445	-	32,445		
Appraisals	-	64,890	-	64,890		
3rd Party Studies/Lender's Inspections	-	172,525	-	172,525		
Interest and Financing	2,432,750	-	2,432,750	-		
Land Acquisition/Lease	12,412,455	-	12,412,455	-		
Project Contingency	900,408	8,923,895	900,408	8,923,895		
Total Project G - Mixed Use	\$ 56,574,045	\$ 28,621,644	\$ 56,574,045	\$ 28,621,644	\$ -	\$ -
Project G1						
Administrative Expenses	58,710	58,710	58,710	58,710		
Site Improvements	1,919,920	1,919,920	1,919,920	1,919,920		
Building Construction	8,755,102	-	8,755,102	-		
Tenant Reimbursements	182,225	182,225	182,225	182,225		
Architecture & Engineering	905,559	905,559	905,559	905,559		
Tenant Allowances	3,700,149	-	3,700,149	-		
Retail Tenant Improvements	2,627,849	-	2,627,849	-		
Development Management	2,433,703	2,433,703	2,433,703	2,433,703		
Miscellaneous	411,211	-	411,211	-		
Legal	-	159,650	-	159,650		
Accounting/Audit Fees	-	32,445	-	32,445		
Appraisals	-	15,836	-	15,836		
3rd Party Studies/Lender's Inspections	-	128,780	-	128,780		
Interest and Financing	886,319	-	886,319	-		
Land Acquisition/Lease	6,920,922	2,845,805	6,920,922	2,845,805		
Project Contingency	438,692	-	438,692	-		
Total Project G1	\$ 28,592,512	\$ 11,291,282	\$ 28,592,512	\$ 11,291,282	\$ -	\$ -
Project G/G1 Infrastructure						
Housing	4,600,000	4,600,000	4,600,000	4,600,000		
Boulevard Streetscape	23,000,000	23,000,000	23,000,000	23,000,000		
Total G/G1 Infrastructure	\$ 27,600,000	\$ 27,600,000	\$ 27,600,000	\$ 27,600,000	\$ -	\$ -
Project H - Mixed Use						
Acquisition	1,180,000	1,180,000	1,250,000	-	90,000	(1,150,000)
Demolition & General Site Preparation	508,970	508,970	-	-	(508,970)	(508,970)
Incidental Costs	3,399,285	3,399,285	-	-	(3,399,285)	(3,399,285)
Infrastructure/Site Improvements	431,325	431,325	1,055,000	1,030,000	623,675	598,675
Redevelopment Project	9,075,000	-	2,490,000	1,235,000	(8,585,000)	1,235,000
Relocation	-	-	-	-	-	-
Professional Fees and TIFC Fees	-	-	704,000	454,000	704,000	454,000
Financing Fees	-	-	203,000	203,000	203,000	203,000
Contingency	-	-	446,200	146,200	446,200	146,200
Total Project H - Mixed Use	\$ 14,574,580	\$ 5,499,580	\$ 6,147,200	\$ 3,068,200	\$ (8,427,380)	\$ (2,431,380)

	Current Project Budgets	Reimbursable	8th Amendment Budget	Reimbursable	Difference Between Original Budget and 8th Amendment Project Costs	Difference Between Original Reimbursable and 8th Amendment Reimbursable
Project I - Trinity Lutheran Campus						
Acquisition						
Demolition & General Site Preparation						
Incidental Costs						
Legal®						
Infrastructure/Site Improvements						
Redevelopment Project Costs						
Total Project I - Trinity Lutheran Campus	\$	\$	\$	\$	\$	\$
Project I - Benefit Area						
Malncor						
Streetscape/Public Improvements Planning, Design, & Construction	2,450,250.00	2,450,250.00	2,450,250.00	2,450,250.00		2,450,250.00
Facade Improvement program	50,000.00	50,000.00	50,000.00	50,000.00		50,000.00
Project Management	245,025.00	245,025.00	245,025.00	245,025.00		245,025.00
Penn Valley Park						
Public Improvements & Sediment Removal	1,379,763.00	1,379,763.00	1,379,763.00	1,379,763.00		1,379,763.00
Signage	234,375.00	234,375.00	234,375.00	234,375.00		234,375.00
Softball field improvements						
Skate park completion	306,375.00	306,375.00	306,375.00	306,375.00		306,375.00
Curbs/Catch Basins/Street Lights	600,000.00	600,000.00	600,000.00	600,000.00		600,000.00
Just Off Broadway						
JOB site, finish work and system upgrades	928,650.00	928,650.00	928,650.00	928,650.00		928,650.00
Liberty Memorial						
Security	1,442,485.00	1,442,485.00	1,442,485.00	1,442,485.00		1,442,485.00
Irrigation system	155,875.00	155,875.00	155,875.00	155,875.00		155,875.00
Repair stone walkways	337,500.00	337,500.00	337,500.00	337,500.00		337,500.00
Energy system upgrades	250,000.00	250,000.00	250,000.00	250,000.00		250,000.00
Professional Fees (Legal, accounting, etc.)	250,000.00	250,000.00	250,000.00	250,000.00		250,000.00
Blue Hills/Avonlea Housing	500,000.00	500,000.00	500,000.00	500,000.00		500,000.00
Trinity Hospital Demolition & Remediation®						
Contingency, Malncor Improvements	478,546.00	478,546.00	478,546.00	478,546.00		478,546.00
Total Project I - Main Street Improvement Area ②	\$ 9,604,824 \$	\$ 9,604,824 \$	\$ 9,604,824 \$	\$ 9,604,824 \$	\$	\$ 9,604,824 \$
Project J - Commercial						
Acquisition						
Demolition & General Site Preparation	780,193	430,729	780,193	430,729		430,729
Drainage, utilities	115,393	745	115,393	745		745
Environmental	125,000	108,757	125,000	108,757		108,757
Redevelopment Project	51,500		51,500			
Relocation	0					
Incidental Costs	0					
Total Project J - Commercial	\$ 1,072,086 \$	\$ 540,231 \$	\$ 1,072,086 \$	\$ 540,231 \$	\$	\$ 540,231 \$

	Current Project Budgets	Reimbursable	8th Amendment Budget	Reimbursable	Difference Between Original Budget and 8th Amendment Project Costs	Difference Between Original Reimbursable and 8th Amendment Reimbursable
Project K - Commercial						
Acquisition	3,068,684	-	3,068,684	-	-	-
Site Preparation/Demolition	1,033,276	-	1,033,276	-	-	-
Redevelopment Project	13,167,000	-	13,167,000	-	-	-
Utilities/Infrastructure	592,515	-	592,515	-	-	-
Relocation	166,800	-	166,800	-	-	-
Incidental Costs	4,778,023	-	4,778,023	-	-	-
Total Project K-Commercial	\$ 22,806,298	\$ -	\$ 22,806,298	\$ -	\$ -	\$ -
Project L - Mixed Use						
Acquisition	3,294,938	3,294,938	3,294,938	3,294,938	-	-
Relocation	30,000	30,000	30,000	30,000	-	-
Demolition & General Site Preparation	771,185	771,185	771,185	771,185	-	-
Incidental Costs	2,791,744	2,791,744	2,791,744	2,791,744	-	-
Infrastructure/Site Improvements	584,122	584,122	584,122	584,122	-	-
Redevelopment Project Costs	11,935,130	11,935,130	11,935,130	11,935,130	-	-
Total Project L - Mixed Use	\$ 19,347,119	\$ 8,545,991	\$ 19,347,119	\$ 8,545,991	\$ -	\$ -
Project M - Residential						
Acquisition	398,780	398,780	398,780	398,780	-	-
Relocation	451,440	451,440	451,440	451,440	-	-
Demolition & General Site Preparation	1,429,404	1,429,404	1,429,404	1,429,404	-	-
Incidental Costs	3,572,482	3,572,482	3,572,482	3,572,482	-	-
Infrastructure/Site Improvements	919,441	919,441	919,441	919,441	-	-
Redevelopment Project Costs	8,518,571	8,518,571	8,518,571	8,518,571	-	-
Total Project M - Residential	\$ 15,286,118	\$ 9,999,167	\$ 15,286,118	\$ 9,999,167	\$ -	\$ -
Project N - Landscaped Greenbelt						
Demolition & General Site Preparation	150,000	-	150,000	-	-	-
Incidental Costs	418,700	-	418,700	-	-	-
Infrastructure/Site Improvements	100,000	-	100,000	-	-	-
Redevelopment Project Costs	1,330,000	-	1,330,000	-	-	-
Total Project N - Landscaped Greenbelt	\$ 1,998,700	\$ -	\$ 1,998,700	\$ -	\$ -	\$ -
Project A1 - Mixed Use						
Acquisition	3,500	-	3,500	-	-	-
Redevelopment Project Costs	250,000	-	250,000	-	-	-
Site Development Costs	253,500	-	253,500	-	-	-
Total Project A1 - Mixed Use	\$ 6,500,000	\$ 6,500,000	\$ 6,500,000	\$ 6,500,000	\$ -	\$ -
Blue Hills/Ivanhoe Housing Program	6,500,000	6,500,000	6,500,000	6,500,000	-	-
Kansas City South Core Housing & Facade Program	2,500,000	2,500,000	2,500,000	2,500,000	-	-
Total All Projects	\$ 245,470,480	\$ 131,361,246	\$ 237,043,100	\$ 128,923,866	\$ (8,427,380)	\$ (2,431,380)

The Commission has determined that certain planning and special services expenses of the Commission, which are not direct Reimbursable Project Costs, are nonetheless necessary and reasonable for the operation of the Commission and are incidental to the Plan. These incidental costs will be recovered by the Commission from the Special Allocation Fund in an amount not to exceed 5% of the Payment in Lieu of Taxes and Economic Activity Taxes paid annually into the Special Allocation Fund.

Funding Source: Projects A, A-1, B (but only after the complete redemption or defeasance of all bonds currently issued, and all bonds that are refunding bonds for any bonds currently issued, to which Project B funds have been obligated) D, F, J and K, in the amount no more than \$500,000 per year starting in 2008. Additionally, a one time funding of \$500,000 from Project 1 PILOTs.

Funding Source: Projects A, A-1, B (but only after the complete redemption or defeasance of all bonds currently issued, and all bonds that are refunding bonds for any bonds currently issued, to which Project B funds have been obligated) D, F, J and K, in the amount no more than \$250,000 per year starting in 2009.

Legal expense in conjunction with Assignment & Assumption Agreement between TIF Commission and Citadel Plaza LLC approved by TIF Resolution No. 3-20-07.

Exhibit 4A

Project H Estimated Redevelopment Project Costs

ESTIMATED REDEVELOPMENT PROJECT COSTS PROJECT AREA H (METRO PLAZA SHOPPING CENTER)		
Item	Estimated Project Costs	Estimated TIF Reimbursable Project Cost
Acquisition Costs	\$1,250,000.00	\$0.00
Sewers (Sanitary, Storm Water and Drainage)	325,000.00	\$325,000.00
Utility Relocations	60,000.00	60,000.00
Parking Lot Improvements (Paving/Concrete Repair/Lighting/Landscape/ Irrigation)	560,000.00	560,000.00
Sidewalks / Retaining Wall	60,000.00	60,000.00
Façade Improvements/Exterior Renovations and Upgrades/Signage	985,000.00	985,000.00
Roof Repair	250,000.00	250,000.00
Interior Finish/Fixture (Small Shops)	805,000.00	0.00
Grocery Store Rehabilitation/Buyout	450,000.00	0.00
City and TIFC Expenses	75,000.00	75,000.00
Leasing Commissions/Professional Fees	479,000.00	379,000.00
Development/Administration Fee	150,000.00	0.00
Studies (Storm Drainage/Traffic Etc.)	50,000.00	25,000.00
Financing Costs	100,000.00	100,000.00
Interest Carry	103,000.00	103,000.00
Contingency	445,200.00	146,200.00
TOTAL	\$6,147,200.00	\$3,068,200.00

Exhibit 5A

Sources of Funds

**PROJECT AREA H
(METRO PLAZA SHOPPING CENTER)
ESTIMATED SOURCES AND USES SCHEDULE**

Sources of Funds	Total
Traditional Financing	\$5,247,200.00
Developer Equity	900,000.00
TOTAL SOURCES	\$6,147,200.00

Uses of Funds	Total
Acquisition Costs	\$1,250,000.00
Sewers (Sanitary, Storm Water and Drainage)	325,000.00
Utility Relocations	60,000.00
Parking Lot Improvements (Paving/Concrete Repair/Lighting/Landscape/ Irrigation)	560,000.00
Sidewalks / Retaining Wall	60,000.00
Façade Improvements/Exterior Renovations and Upgrades/Signage	985,000.00
Roof Repair	250,000.00
Interior Finish/Fixture (Small Shops)	805,000.00
Grocery Store Rehabilitation/Buyout	450,000.00
City and TIFC Expenses	75,000.00
Leasing Commissions/Professional Fees	479,000.00
Development/Administration Fee	150,000.00
Studies (Storm Drainage/Traffic Etc.)	50,000.00
Financing Costs	100,000.00
Interest Carry	103,000.00
Contingency	445,200.00
TOTAL	\$6,147,200.00

Exhibit 6A

**Estimated Annual Payments in Lieu of Taxes and Economic Activity Taxes over the Life of the
Redevelopment Plan**

**Southtown Corridor/31st and Baltimore TIF Plan
Tax Increment Projections for Project Area H (Metro Plaza)**

August 24, 2009

SOUTHTOWN CORRIDOR/1ST AND BALTIMORE TIF PLAN TAX INCREMENT PROJECTIONS FOR PROJECT AREA H (METRO PLAZA)

PAYMENTS ALLEVI OF TAXES (PILOT)

ECONOMIC ACTIVITY TAXES (CENTS (50% of Incremental Taxes))

TIF Year	Real Property Value	Land Assessed Value	Improvements Assessed Value	Property Assessed Value	Taxes (Land)	Taxes (Improvements)	RE Taxes	Payments in lieu of Taxes	Total Taxes and Private Paid	State Revenues	Total Incremental State Taxes	Total Earnings	Total Incremental Earnings Taxes	Utilities	Total Incremental Utilities Taxes	Total Economic Activity Taxes (50% of Incremental Taxes)	Total PILDTs and Economic Activity Taxes (50% of Incremental Taxes)	Cumulative PILDTs and Economic Activity Taxes
Base	\$2,008,000	\$225,489	\$416,861	\$642,350	\$22,525	\$38,485	\$61,000		\$55,516	\$4,000,000	\$110,000	\$1,000,000	\$10,000	\$92,750	\$9,275	\$0	\$0	\$0
1	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
2	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
3	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
4	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
5	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
6	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
7	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
8	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
9	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
10	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
11	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
12	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
13	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
14	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
15	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
16	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
17	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
18	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
19	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
20	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
21	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
22	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0
23	\$1,795,000	\$203,794	\$340,636	\$544,430	\$20,503	\$31,835	\$55,344	\$0	\$55,344	\$4,000,000	\$0	\$1,000,000	\$0	\$92,750	\$9,275	\$0	\$0	\$0

Note: Real Estate Tax and Assessment Information for 2005-2008 obtained from Jackson County Collector's Office.
 Note: Total PILDTs and Taxes Paid amounts for 2005 and 2008 include \$80,000 for the Kansas City Boulevard levy.
 Note: All Levy and Sales Tax rates for 2008 are used to calculate projections for 2009-2027.
 Note: Base year Utilities Information assumes 50,000 square feet of taxed space.

NPV \$3,000,025

SOUTHTOWN CORRIDOR/31ST AND BALTIMORE TIF PLAN
TAX INCREMENT PROJECTIONS FOR
PROJECT AREA H (METRO PLAZA)

Assumptions:

Inflation/Growth Rates:

Land/Improvements	2.0000%
Earnings and Sales	2.0000%
Utilities	2.0000%

Assessed Value Rates:

Land Assessed Rate	32.0000%
Building Assessed Rate	32.0000%

Note: Property is reassessed in odd years

Property Tax Mill Levies (2008 rates):

Kansas City, MO	1.4678%
Jackson County	0.5430%
Handicap Workshop	0.0748%
Junior College	0.2143%
Kansas City Library	0.4731%
Mental Health	0.1218%
School District	4.9500%
 Tax Mill Levy - Disregarding Blind & Replacement Tax	 7.8448%
 Blind Pension - Not eligible for TIF	 0.0300%
Replacement Tax - Not eligible for TIF	1.4370%
 Tax Mill Levy - Including Blind & Replacement Tax	 9.3118%
 Kansas City Parks (Land Value Only)	 0.5000%
Kansas City Trafficway (Land Value Only)	0.2500%

Other Tax Rates:

Earnings Tax Rate (as a percent of gross wages):	1.0000%
Utility Tax Rate	10.0000%

Sales Tax (2008 rate reduced by 1% statutory collection deduction. Does not include state sales tax rate.):

3.0875% Sales Tax - Available for TIF	3.0566%
---------------------------------------	---------

Assumed Utilities:

\$1.75 /per square foot

Base Year Information:

PILOTS	2004 - The real estate tax information shown for the 2004 base year is based on information provided to Applicant by the City Finance Department.
EATS	2003 - The sales tax and earnings tax information shown for the 2003 base year is based on information provided to Applicant by the City Finance Department.

FMV Assumptions:

2010 FMV	\$3,151,140
2011 FMV	\$3,914,260
2013 FMV	\$8,582,330

Metro Plaza TIF Plan Sales Assumptions 2010			
Description	Bldg sq/ft	Sales/Unit	Gross Sales
Grocery Store	31,200		\$8,910,000
Pener Store	22,700	\$132	\$2,996,400
Small Shops	31,000	\$200	\$6,200,000
Warehouse Space	9,000	\$0	\$0
Bank	3,800	\$0	\$0
Total	97,700		\$18,106,400

Note: Grocery store sales assume a 10% increase from 2009 estimated sales provided by Developer.

Metro Plaza TIF Plan Sales Assumptions 2016			
Description	Bldg sq/ft	Sales/Unit	Gross Sales
Grocery Store	31,200		\$10,034,107
Pener Store	22,700		\$3,374,433
Small Shops	31,000		\$6,982,207
Warehouse Space	9,000	\$0	\$0
Retail Pad Site	3,800	\$250	\$950,000
Total	97,700		\$21,340,747

Notes:

1. Grocery Store, Pener Store and Small Shops sales assume 2% increase annually between the 2010 estimated sales shown above and 2016.
2. Retail Pad Site is projected to open in former Bank facility in 2016.

Metro Plaza TIF Plan Earnings Assumptions 2010			
Description	Estimated No. of Employees	Estimated Wage/hour	Estimated Earnings
Grocery Store	32	\$12	\$798,720
Pener Store and Warehouse Space	18		\$975,000
Small Shops	78	\$12	\$1,946,880
Bank	4	\$20	\$166,400
Total	132		\$3,887,000

Metro Plaza TIF Plan Earnings Assumptions 2016			
Description	Estimated No. of Employees	Estimated Wage/hour	Estimated Earnings
Grocery Store	32		\$899,488
Pener Store and Warehouse Space	18		\$1,098,008
Small Shops	78		\$2,192,503
Retail Pad Site	10	\$13.50	\$280,800
Total	138		\$4,470,800

Notes:

1. The estimated number of employees for the Pener Store and Warehouse Space includes part time employees. Estimated Earnings information for Pener Store and Warehouse space provided by Developer.
2. Grocery Store, Pener Store and Warehouse Space and Small Shops earnings assume 2% increase annually between the 2010 estimated earnings and the 2016 estimated earnings.
3. Retail Pad Site is projected to open in former Bank facility in 2016.
4. Grocery Store employment assumes 1 employee per 1000 square feet.
5. Small Shops and Retail Pad Site employment assumes 1 employee per 400 square feet.
6. Bank employment assumes 1 employee per 1000 square feet.

Exhibit 7B

Developer's Proposal

TAX INCREMENT FINANCING DEVELOPER APPLICATION PACKAGE

Please submit 15 copies of the completed application to:

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

PLAN APPLICATION FORM

1. APPLICATION INFORMATION

Applicant Name: **Metro Plaza, LLC ("Developer")**

Contact Person: **Charles Miller/Ralph Bellar**

Business Phone: **816-421-2500** Fax: **816-472-2500**

E-mail: **cfmiller@lrf-kc.com** **rebellar@lrf-kc.com**

Representative authorized to sign/execute documents: **Barry Pener**

Address : **1801 E. 63rd Street** **Phone: 816-363-1676**
Kansas City, MO 64130 **E-mail: bwpener@gmail.com**

General Contractor: **To Be Determined**

Previous development projects or experience of the organization:

The principals of Developer own Pener's Men's Wear Inc. (the "Company") and operate approximately 30 stores in 15 states. The Company has been involved in the retail clothing business for over 80 years. The Company's headquarters is located a few blocks from the Metro Plaza Shopping Center and Developer is very familiar with the retail trade area where the project is located. The Company constructed the approximately 13,000 square foot retail development at 4600 State Avenue, Kansas City, Missouri that includes a Company store and two other retail tenants and also constructed an approximately 15,000 square foot development in South Haven, Mississippi that includes a Company store. One of the principals of Developer is also co-developing retail projects in Coffeerville, Kansas, Carroll, Iowa, Grinnell, Iowa and Jonesboro, Arkansas that range in size between 20,000 and 50,000 square feet.

2. LOCATION OF REDEVELOPMENT AREA

General Boundaries:

Approximately 9.2 acres on the north side of 63rd Street at the intersection of 63rd Street and Bushman Drive.

County: Jackson Council District: 5th District Total Acreage: 9.2 acres

Legal Description: Please attach a legal description prepared by a qualified professional using bearings and distances.

Legal Description of Project Area H is attached as Exhibit B.

Maps: Applicant shall submit the following documents as they relate to the redevelopment area:

- (i) Readable size paper maps of the redevelopment area boundary and for each project area boundary.

Boundary Map of Redevelopment Project Area H is attached as Exhibit C.

- (ii) Electronic version of the redevelopment area boundary and each project area boundary, as per the legal description, to be submitted in either ArcView shapefile (.shp) or in Exchange (.dxf) format

Electronic version of Project Area H boundary map is included with this application.

3. DESCRIPTIVE SUMMARY OF PLAN AND PROJECTS

Developer is proposing to amend the existing Southtown Corridor/31st & Baltimore Tax Increment Financing Plan (as the same has been amended, the “TIF Plan”) by modifying the redevelopment project proposed for Project Area H of the TIF Plan. The Metro Plaza Shopping Center is located in Project Area H. Developer’s proposed redevelopment of the Shopping Center will include the following:

- 1. Storm and sanitary sewer improvements, including rain gardens;**
- 2. Parking lot improvements, including lighting, landscaping and pavement and concrete repair;**
- 3. Utility relocations;**
- 4. The addition of sidewalks and landscaping along Bushman Drive and 63rd Street;**
- 5. Substantial renovations and upgrades to the exterior of the Shopping Center, including improvements to the building facade, signage, roof repair, the addition of a new building entry feature and closing in the existing walkway/breezeway between the 2 existing buildings; and**
- 6. Refurbishment of the interior space of the Shopping Center.**

REDEVELOPMENT PROJECT AREAS

4. PROJECT DESCRIPTION

For each Project Area within the Redevelopment Area, please attach:

- A readable map showing the boundaries of each Project Area within the Redevelopment Area; electronic version of the redevelopment area boundary and each project area boundary, as per the legal description, to be submitted in either ArcView shapefile (.shp) or in Exchange (.dxf) format;

See Exhibit C attached.

- Legal descriptions of each Project Area (also to be included on CD);

See Exhibit B attached.

- Current land use, zoning for each Project Area, and a map indicating such;

Project Area H is currently zoned CP-2. The current land use for Project Area H is retail, office and commercial uses.

- Proposed land use, zoning for each Project Area, and a map indicating such;

The proposed zoning for Project Area H will be URD. The proposed land use for Project Area H will be retail, office and commercial uses.

- Off-site public improvements to be made in each Project Area (i.e., infrastructure, streetscaping, signalization, etc.);

Developer proposes to add sidewalks and additional landscaping along 63rd Street and Bushman Drive.

- A development schedule for the Plan, including when each Project Area will be developed;

Developer is proposing to commence the redevelopment of Project Area H March 1, 2010 and be completed September 1, 2011. Developer reserves the right to commence the redevelopment of Project Area H earlier than the estimated commencement date.

- A list of any nationally or locally historical properties and/or districts within each Project Area (Call the City Landmarks Commission for information regarding local and national historical properties);

Developer is not aware of any nationally or locally historical properties and/or districts within Project Area H.

- Design plans for each Project Area (including site plans & elevations);

The site plan for Project Area H is attached as Exhibit C.

- A list of parcels in each Project Area by county ID and including current

assessed value, separate land and improvement value, owner's name and address, and legal description for each parcel;

Project Area H is comprised of one tax parcel and information regarding that tax parcel is as follows:

1. **County Tax ID No.: 47-120-20-02**
2. **Current Assessed Value: \$625,496**
3. **Owner's Name: Metro Plaza, LLC**
4. **Address: 1801 E. 63rd Street, Kansas City, MO 64130**
5. **Legal Description: Lot A, Blue Hills Centre – Tract 1, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.**

- A list of parcels, by county ID, for which acquisition assistance may be requested;

Not Applicable.

- A list of all businesses within each proposed project area (by address);

Thriftway Supermarket (M-Y Foods)
Metro Beauty
KC Housing Authority (South Sites)
Joe's Barber Shop
King Chef
Jackson Hewitt
Liberty Bank

- Applicant will submit personal property information for each project area categorized by Manufacturing, Furniture & Fixtures and Telecommunication;

Developer estimates that the assessed value of the personal property in Project Area H after the project is redeveloped will be approximately \$979,000.

- Applicant will submit utility information for each project area.

Developer estimates that the total amount of utilities for Project Area H after the project is redeveloped will be \$170,975.

NOTE: Evidence of the TIF Commission's statutory requirement of Blight, Conservation Area or Economic Development Area, and "But For" will be submitted in an independent study by consultants engaged by the TIF Commission at the expense of the Developer.

5. PROJECT BUDGET

For each Project Area, please attach the following:

- A complete development pro forma indicating total development costs by Project;

Developer's proposed budget for redeveloping Project Area H is attached as Exhibit D.

- An operating pro forma indicating expected revenue and expenses over a 10-year period;

Developer's 10-year operating pro forma indicating expected revenues and expenses is attached as Exhibit E.

- Amount and source of equity to be provided;

The amount of equity estimated to be provided by Developer is approximately \$900,000.

- Amount and terms of private financing;

Developer anticipates that the amount of private financing will be at least \$3,000,000 and will be a 20-year loan with an interest rate of 7%.

- Name of Lender(s);

Grandbridge

- A copy of the Developer's Loan Application provided to Lender(s);

Not available at this time.

- Evidence of commitment to provide funds from the lending institution(s) (signed by the Lender(s) and noting conditions and contingencies, if any);

See Financing Letter attached as Exhibit F.

- Itemized sources and uses of any public assistance to be used.

See Developer's Budget attached as Exhibit D.

**6. CONSTRUCTION TOTALS BY PROJECT AREA -
PROJECT AREA H**

	New Construction	Existing Structures to REMAIN as is	Existing Structures to be REHABBED	Total	Existing Structures to be DEMOLISHED
Square feet of Office Space*	0	3,800	0	3,800	0
Square feet of Retail Space *	3,100	0	91,000	94,100	0
Square feet of Institutional Space	0	0	0	0	0
Square feet Industrial Space	0	0	0	0	0
Total Square Feet	3,100	3,800	91,000	97,900	0

Number of Dwelling Units	0	0	0	0	0
Number of Motel Rooms	0	0	0	0	0
Number of Parking Spaces **	470				

* Project Area H is proposed to be a mixed-use project that will include retail,

office and commercial uses. The square footage numbers reflected in the chart above are estimates based on the current uses within the Shopping Center in Project Area H and the amount of square feet devoted to a particular use after Project Area H has been redeveloped has not yet been determined. The square footage numbers for the retail space include approximately 9,000 square feet of warehouse space that will serve the adjacent retail space.

****** The Property currently has 470 parking spaces. Developer is proposing to remove approximately 57 parking spaces along 63rd Street as part of its redevelopment of the Shopping Center, leaving a total of 413 parking spaces after Project Area H is redeveloped.

7. EMPLOYMENT INFORMATION - PROJECT AREA H

Please provide employment information for each Project Area. Reproduce this chart for each Project Area.

PROJECT AREA H

Permanent jobs to be CREATED IN Kansas City	102
Permanent jobs to be RELOCATED TO Kansas City	0
Permanent jobs to be RETAINED IN Kansas City *	36
TOTAL	138
Anticipated Annual Payroll	\$3,887,000
Estimated number of construction workers to be hired during construction phase	40
Estimated construction payroll in all construction phases	\$500,000

* The estimated number of permanent jobs to be retained reflected in the chart above assumes only the estimated jobs in the existing grocery store and bank facility.

8. ECONOMIC IMPACT

For Project Area H, please provide the following:

- Existing Economic Activity Taxes (EATS) (i.e., utilities, food & beverages, sales, hotel room, use, corporate profits and individual earnings taxes).

The estimated EATS for the 2003 base year are approximately \$130,000 based upon information provided to the Developer by the City Finance Department.

- Anticipated EATS;

Developer's estimate of anticipated EATS over the life of the TIF Plan is \$11,261,550.

- Anticipated Payments in Lieu of Taxes (PILOTS), which are 100% of the revenues derived from an increase in assessed value

Developer's estimate of anticipated PILOTS over the life of the TIF Plan is \$3,069,734

9. CONTROL OF PROPERTY

If the Applicant owns the project site, indicate:

Date of Purchase: The Trustee's Deed Under Sale conveying the property to Developer is dated July 7, 2008.

Mortgage(s): UMB BANK, n.a.

Balance of existing Mortgage(s): \$1,131,701

Submit copies of promissory note(s), deed(s) of trust and deed(s) for each mortgage.

If the Applicant has a contract or option to purchase the project site, indicate:

Date purchase/option contract signed: N/A

Closing/expiration date: N/A

Submit a copy of purchase/option contract(s). N/A

If the Applicant will lease the project site, indicate:

Legal Name of Owner: N/A

Owner's Address: N/A

Owner of land upon completion of the Project: Metro Plaza, LLC

10. LAND ACQUISITION

For each Project Area, please provide the following:

- A map showing all parcels to be acquired;
N/A
- Addresses of all parcels to be acquired;
N/A
- Current owners of all parcels to be acquired;
N/A

Is the use of Eminent Domain anticipated: **Not currently.**

11. TAX ABATEMENT

For any property for which tax abatement is requested, please provide the following:

- Current or past tax abatement provided for the subject property;

Developer is not aware of any current or past tax abatement for the property in Project Area H.
- The purchase price of the land;
N/A
- Current assessed value of the land and improvements by parcel;
N/A
- Projected assessed value of the land and improvements upon completion of the project.
N/A

12. COMPLIANCE WITH THE AFFIRMATIVE ACTION POLICY

In accordance with the TIF Commission's Affirmative Action Policy, prior to a TIF Commission public hearing to consider the Applicant's TIF Plan or Project, the Applicant shall have:

- Obtained utilization goals from the Human Relations Department of the City of Kansas City, Missouri for such TIF Plan or Project; and
- Executed and delivered to the TIF Commission an Officer's Certificate, in a form acceptable to the TIF Commission, which certifies that the Applicant has read the TIF Commission's Affirmative Action Policy, has discussed it

with the Human Relations Department of the City of Kansas City, Missouri and intends to comply with it.

13. ECONOMIC DEVELOPMENT AND INCENTIVE POLICY

On September 20, 2007, the City Council passed Committee Substitute for Ordinance No. 070943, accepting the recommendations of a citizens' task force and adopting said recommendations as the city's economic development and incentive policy (full policy recommendations are posted on City's Website). Within that policy were 22 factors to be considered in reviewing application for public incentives. Exhibit A, hereto attached, is a checklist of those 22 factors, or policy measurements, in order of priority and lists the policy objective that each factor addresses.

On Exhibit A, the Developer should indicate which factors the application addresses, which factors it does not address, and which factors are not applicable to the application.

A short narrative should follow Exhibit A indicating how the application addresses the factors indicated by the Developer. The task force report contains the following observation regarding the 22 factors:

"Please note that *every* factor was considered to be important in the application review process. The prioritization process provides some context for how important each factor is relative to another."

Exhibit A

Economic Development and Incentive Policy Rating Factors

Policy Measurement	Policy Objective	Yes	No	N/A
Reduce or remove blight	Quality of Life	X		
Jobs and/or development targeted to economically distressed areas	Strengthen Economy	X		
Generate net new jobs for unemployed residents	Create Quality Jobs	X		
Generate net new Quality Jobs	Create Quality Jobs	X		
High ratio of public to private investment	Stewardship of City Resources	X		
Project focused on building small business or microenterprises	Strengthen Economy	X		
Preserve, enhance, or build infrastructure in priority areas as defined by the City	Quality of Life	X		
Results of City fiscal model show net positive benefit to the City	Stewardship of City Resources			X
Mitigates potential financial impacts on other taxing jurisdictions/provides an immediate share of increment to schools & others	Stewardship of City Resources	X		
Offers workforce development activities (job training, advancement opportunities, skill development)	Create Quality Jobs		X	
Produce affordable housing opportunities	Affordable Housing			X
Project minimizes negative impacts on existing Kansas City businesses	Strengthen Economy	X		
Promote crime reduction and enhance perception of safety	Quality of Life	X		
Promote environmental protection, conservation and the protection of natural resources	Quality of Life	X		
Protect or enhance existing housing stock	Affordable Housing			X
Provide direct support for primary, secondary, post-secondary, vocational or technical education in Kansas City	Education		X	
Requests less than the maximum duration and extent of incentives available .	Stewardship of City Resources	X		
Promote access to and financial support for public transit	Quality of Life		X	
Proposed development adjacent to areas of existing development activity	Strengthen the Economy	X		
Provide workforce support to employees (day care, Housing, transportation)	Create Quality Jobs		X	
Enhance the cultural and arts environment of the City	Quality of Life		X	
Project complements existing Kansas City business/contributes to existing business cluster	Strengthen Economy	X		

ECONOMIC DEVELOPMENT AND INCENTIVE POLICY RATING FACTORS

1. Reduce or Remove Blight.

Developer is proposing to reduce or remove the blighting factors through its proposed redevelopment efforts, which include substantial renovation of and upgrades to the exterior of the Metro Plaza Shopping Center (the "*Shopping Center*"); repair of the Shopping Center roof; refurbishment of the interior space of the Shopping Center; parking lot improvements including lighting, landscape and pavement and concrete repair; closing in the existing walkway/breezeway between the two existing buildings; the addition of sidewalks and landscaping along Bushman Drive and 63rd Street; and storm and sanitary sewer improvements, including the addition of five rain gardens.

2. Jobs and/or Development Targeted to Economically Distressed Areas.

The Shopping Center is located in an area of the Kansas City metropolitan area that has seen little new development and is economically distressed. The City has recognized that this project is in an area of the City that is in need of public assistance to stimulate growth and economic development as evidenced, in part, by the City's approval of the Southtown Corridor/31st and Baltimore TIF Plan (the "*TIF Plan*"), a Plan that includes the redevelopment of the Shopping Center. This project will provide new jobs and stability to the area and will provide residents of an Economically Distressed Area with jobs and a neighborhood retail center.

3. Generate Net New Jobs for Unemployed Residents.

The project is estimated to provide 102 new jobs and 40 construction jobs affording an opportunity for unemployed residents of the area.

4. Generate Net New Quality Jobs.

The project is projected to generate net new "quality jobs" in Kansas City, as defined in the City's Economic Development and Incentive Policy. The jobs created by the Company's store in the project will be quality jobs. Since some of the new jobs will be created by new businesses occupying space in the project and those businesses have not yet been identified, the Developer cannot project whether all the new jobs will be quality jobs.

5. High Ratio of Public to Private Investment.

The estimated total development cost for the project is \$6,147,200. Developer is requesting that \$3,068,200 of the estimated costs of the project be reimbursed from TIF revenue resulting in a higher than average ratio of public to private investment. However, the financial feasibility analysis for this project indicates that this higher than average ratio of public to private investment is needed in order to generate a yield that will make the project financially feasible.

6. Project Focused on Building Small Business or Microenterprises.

While Developer has not determined the exact mix of tenants in the project, the tenants in the project are expected to include a grocery store and a number of small shops which will serve the local neighborhood and/or be locally owned.

7. Preserve, Enhance or Build Infrastructure in Priority Areas as Defined by the City.

The Shopping Center is a priority area as evidenced by the fact it is included within the boundaries of the TIF Plan and approved for redevelopment. Developer is proposing to dedicate additional right-of-way along 63rd Street and construct new sidewalks and add additional landscaping along 63rd Street and Bushman Drive in conformance with the 63rd Street Corridor land use plan, which will help preserve, enhance and build infrastructure. The project will also retain more storm water on site than the existing property does.

8. Results of City Fiscal Model Show Net Positive Benefit to the City.

Results of the City Fiscal Model are not yet available, but Developer believes it will show a net positive benefit to the City.

9. Mitigates Potential Financial Impacts on Other Taxing Jurisdictions/Provides an Immediate Share of Increment to Schools and Others.

Developer's current proposal does not seek the full 23 years of tax increment financing available under the TIF statute. This will result in the taxing jurisdiction receiving the full amount of the increased tax revenues earlier than they would have if Developer sought the maximum 23 years of tax increment financing that is available under the TIF statute. The taxing jurisdictions will also immediately receive additional revenue from the merchants and manufacturer's replacement tax and from additional personal property taxes generated by the project. Additionally, those taxing jurisdictions receiving revenue from economic activity taxes will immediately receive the benefit of fifty percent of the additional EATS revenue generated by the project (the portion of EATS not captured by TIF).

10. Offer Workforce Development Opportunities.

Developer does not know what businesses will occupy space in the Shopping Center and therefore does not know whether some of those businesses will offer workforce development opportunities to their employees.

11. Provide Affordable Housing Opportunities.

This factor is not applicable to this project because Developer is proposing to redevelop an existing Shopping Center that will continue to have retail and commercial uses.

12. Project Minimizes Negative Impacts on Existing Kansas City Businesses.

The current use of the property is a Shopping Center and Developer is not proposing to change the use in a way that would negatively impact existing businesses. The redevelopment

of this existing Shopping Center will provide an opportunity for new businesses to be established that will serve the surrounding neighborhoods.

13. Promote Crime Reduction and Enhance Perception of Safety.

Developer is proposing a number of improvements to the Shopping Center as part of this redevelopment project that will promote crime reduction and enhance the perception of safety in and around the project. Specifically, the addition of sidewalks along Bushman Drive and 63rd Street and increasing the number of businesses in the Shopping Center will increase pedestrian and vehicular traffic around the Shopping Center and the proposed lighting improvements to the parking lot will offer better lighting around the Shopping Center, all of which will enhance the perception of safety and promote the reduction of crime. Additionally, Developer believes the elimination of the existing breezeway between the existing buildings is a safety design feature that will improve security and safety in the Shopping Center.

14. Promote Environmental Protection, Conservation and Protection of Natural Resources.

Developer is proposing significant on-site improvements to the sanitary sewer system and the storm water sewer and drainage systems. Developer is removing over 5% of the total paved area in the parking lot and is replacing it with 16 new attractively landscaped islands, including five new rain gardens. Developer is also proposing to construct a bioretention basin that will reduce the overall imperviousness of the site. With the proposed removal of impervious surfaces and the installation of BMPs, the site will meet the storm water management and water quality requirements of the City and will limit the project's impact on the storm water environment.

15. Protect or Enhance Existing Housing Stock.

This factor is not applicable to this project.

16. Provide Direct Support for Education in Kansas City.

Developer does not believe that this project will provide direct support for primary, secondary, post secondary, vocation or technical education in Kansas City.

17. Requests Less Than the Maximum Duration and Extent of Incentives Available.

Under the TIF statute, tax increment financing is available for 23 years and Developer is requesting less than the maximum duration and extent of incentives available. Under the current proposal, Developer is not seeking a new TIF Plan for the project that would allow the full 23 years of tax increment financing but is instead amending the existing TIF Plan, which will result in Developer only receiving approximately 17 years of tax increment financing. Developer is not pursuing other incentives.

18. Promote Access To and Financial Support for Public Transit.

Developer is not aware of whether this project will promote access to and financial support for public transit. As previously discussed, Developer is proposing to grant the City additional right-of-way along 63rd Street and is constructing sidewalk improvements along 63rd

Street and Bushman Drive which may provide better access to public bus routes along 63rd Street.

19. Proposed Development Adjacent to Areas of Existing Development Activity.

While there is no existing development activity directly adjacent to the Shopping Center, there have been redevelopment activities undertaken in the vicinity of the project as part of the TIF Plan and there are other projects that have been proposed in the vicinity of the Shopping Center. Specifically, new commercial development has occurred on the south side of 63rd Street adjacent to Bruce R. Watkins Drive and a commercial development project is proposed for the north side of 63rd Street at Bruce R. Watkins Drive. In addition, Developer has had discussions with representatives of a developer that intends to develop a senior affordable living project that will be in close proximity to the Shopping Center.

20. Provide Workforce Support to Employees.

The Developer does not know what businesses will occupy space in the Shopping Center and therefore does not know whether some of those businesses will provide workforce support to their employees.

21. Enhance the Cultural and Arts Environment of the City:

The project will not directly enhance the cultural and arts environment of the City.

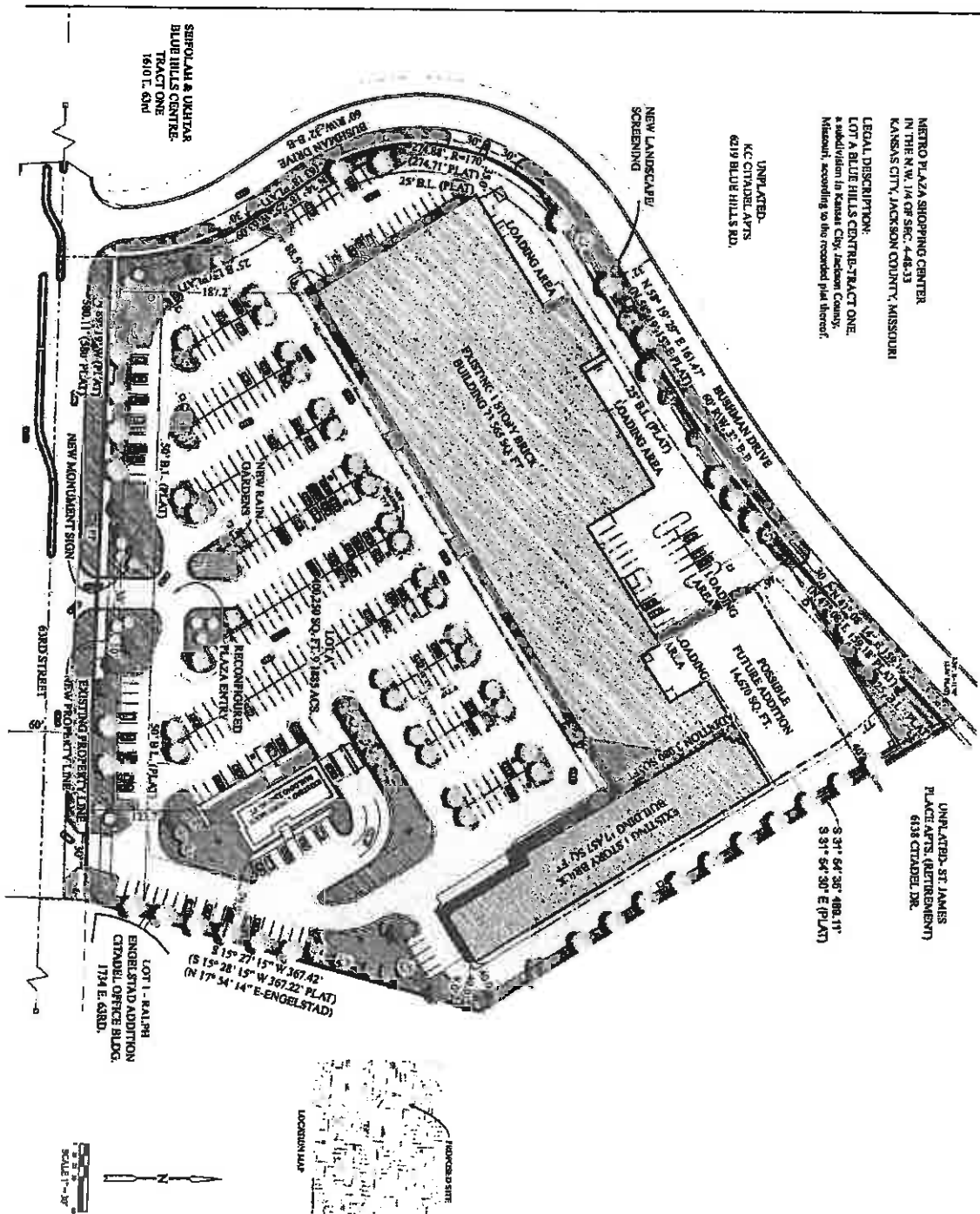
22. Project Complements Existing Kansas City Businesses.

As a neighborhood shopping center, this project complements the existing business cluster along the 63rd Street corridor and will serve the surrounding neighborhoods.

EXHIBIT B
LEGAL DESCRIPTION OF PROJECT AREA H

Lot A, BLUE HILLS CENTRE – TRACT ONE, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

EXHIBIT C **BOUNDARY MAP/SITE PLAN OF REDEVELOPMENT PROJECT AREA H**



<p>A1.0.1</p>	<p>METRO PLAZA SHOPPING CENTER</p>	<p>ACI BOLAND</p> <p>ARCHITECTS PLANNERS INTERIOR DESIGNERS</p> <p>1001 E. 12TH STREET, SUITE 100, JACKSON, MISSISSIPPI 39201</p> <p>PHONE: (601) 576-1001</p> <p>FAX: (601) 576-1002</p> <p>WWW.ACIBOLAND.COM</p>
	<p>DATE: 10/1/01</p> <p>BY: [Signature]</p>	

EXHIBIT D
DEVELOPER'S PROPOSED BUDGET FOR PROJECT AREA H

ESTIMATED REDEVELOPMENT PROJECT COSTS PROJECT AREA H (METRO PLAZA SHOPPING CENTER)		
Item	Estimated Project Costs	Estimated TIF Reimbursable Project Cost
Acquisition Costs	\$1,250,000.00	\$0.00
Sewers (Sanitary, Storm Water and Drainage)	325,000.00	\$325,000.00
Utility Relocations	60,000.00	60,000.00
Parking Lot Improvements (Paving/Concrete Repair/Lighting/Landscape/ Irrigation)	560,000.00	560,000.00
Sidewalks / Retaining Wall	60,000.00	60,000.00
Façade Improvements/Exterior Renovations and Upgrades/Signage	985,000.00	985,000.00
Roof Repair	250,000.00	250,000.00
Interior Finish/Fixture (Small Shops)	805,000.00	0.00
Grocery Store Rehabilitation/Buyout	450,000.00	0.00
City and TIFC Expenses	75,000.00	75,000.00
Leasing Commissions/Professional Fees	479,000.00	379,000.00
Development/Administration Fee	150,000.00	0.00
Studies (Storm Drainage/Traffic Etc.)	50,000.00	25,000.00
Financing Costs	100,000.00	100,000.00
Interest Carry	103,000.00	103,000.00
Contingency	445,200.00	146,200.00
TOTAL	\$6,147,200.00	\$3,068,200.00

EXHIBIT E **DEVELOPER'S 10-YEAR OPERATORING PRO FORMA**

Water Plaza Pro Forma May 11th 2009
Schedule Of Prospective Cash Flow
Fiscal Year Beginning 1/1/2010

For the Years	Year 1 Jan-10	Year 2 Jan-11	Year 3 Jan-12	Year 4 Jan-13	Year 5 Jan-14	Year 6 Jan-15	Year 7 Jan-16	Year 8 Jan-17	Year 9 Jan-18	Year 10 Jan-19
Gross Revenue										
Thriftway	\$64,563	\$64,563	\$64,563	\$64,563	\$64,563	\$187,140	\$187,140	\$187,140	\$187,140	\$187,140
Pavir	\$249,524	\$249,524	\$249,524	\$249,524	\$249,524	\$249,524	\$249,524	\$249,524	\$249,524	\$249,524
Small Ejects	\$126,000	\$126,000	\$126,000	\$126,000	\$126,000	\$202,415	\$202,415	\$202,415	\$202,415	\$202,415
Rental Revenue	180,553	440,087	397,182	477,182	547,202	729,079	729,079	729,079	729,079	729,079
Expense Reimbursement Revenue										
Cam	0	48,369	62,482	77,437	91,808	159,436	164,215	169,145	174,219	179,448
Taxes	250	62,429	80,347	98,582	118,245	204,595	211,188	217,472	223,598	230,716
Ins	0	8,912	11,494	14,243	16,016	29,329	30,204	31,111	32,044	33,005
Total Reimbursement Revenue	250	118,809	154,353	191,742	227,128	393,746	405,561	417,728	430,266	443,167
Total Potential Gross Revenue	790,813	939,783	951,515	948,424	774,420	1,122,427	1,134,940	1,146,807	1,159,338	1,172,246
5% Varying Rate	(9,541)	(27,869)	(27,876)	(23,421)	(38,722)	(88,141)	(98,732)	(87,349)	(97,587)	(98,012)
Effective Gross Revenue	181,272	531,784	823,639	825,003	735,708	1,034,286	1,077,208	1,059,458	1,101,751	1,113,634
Operating Expenses										
Cam	101,103	141,659	145,906	150,583	154,732	159,436	164,215	169,145	174,219	179,448
Taxes	80,710	182,179	187,603	193,221	198,016	204,595	211,135	217,472	223,596	230,716
Ins	28,219	25,055	28,636	27,041	28,471	29,325	30,204	31,111	32,044	33,005
Total Operating Expenses	189,789	348,894	360,335	371,145	382,280	393,748	405,581	417,728	430,269	443,167
Net Operating Income	(8,517)	181,954	163,604	203,857	353,428	672,938	672,347	671,739	671,112	670,467
Debt Service										
Interest Payments	0	228,823	223,142	217,048	210,514	203,697	195,994	187,938	179,259	170,026
Principal Payments	0	78,612	84,286	89,589	93,973	103,880	111,443	119,489	128,138	137,401
Total Debt Service	0	307,437	307,437	307,437	307,437	307,437	307,437	307,437	307,437	307,437
Leasing & Capital Costs										
Tenant Improvements		205,000	168,424	168,424	168,424	168,424	0	0	0	0
Leasing Commissions			24,929	24,000	21,036	73,769	0	13,465	12,009	10,816
Interest Carry Capital	103,108									
Total Leasing & Capital Costs	103,108	205,000	193,353	192,520	179,473	634,664	0	13,465	12,009	10,816
Cash Flow After Debt Service	(\$109,022)	(\$339,463)	(\$33,718)	(\$28,100)	(\$152,051)	(\$284,593)	\$364,919	\$361,637	\$361,675	\$362,512
But Before Taxes										
FTR at Year 10: 2.145%										

Micro Plaza Pro Forms with TIF May 11th 2009
Schedule CF Prospective Cash Flow
Fiscal Year Beginning 1/1/2010

	Year 1 Jan-10	Year 2 Jan-11	Year 3 Jan-12	Year 4 Jan-13	Year 5 Jan-14	Year 6 Jan-15	Year 7 Jan-16	Year 8 Jan-17	Year 9 Jan-18	Year 10 Jan-19
For the Years										
Gross Revenue										
Thruway	\$64,563	\$64,563	\$64,563	\$64,563	\$64,563	\$167,140	\$167,140	\$167,140	\$167,140	\$167,140
Pavement	\$249,524	\$249,524	\$249,524	\$249,524	\$249,524	\$249,524	\$249,524	\$249,524	\$249,524	\$249,524
Small Shops	\$126,000	\$126,000	\$83,096	\$163,096	\$238,216	\$292,416	\$292,416	\$292,416	\$292,416	\$292,416
Rental Revenue	100,563	440,087	397,182	477,182	547,302	729,079	729,079	729,079	729,079	729,079
TIF Revenues	\$66,301	\$266,430	\$279,497	\$266,402	\$402,824	\$408,967	\$423,579	\$444,207	\$465,693	\$466,694
Expensing Reimbursement Revenue										
Gain	0	48,359	62,492	77,437	91,968	169,435	164,218	169,146	174,219	179,446
Taxes	290	62,426	60,947	59,582	118,245	204,988	211,138	217,472	223,890	220,716
Ins	0	8,912	11,494	14,243	16,916	29,325	30,204	31,111	32,044	33,005
Total Reimbursement Revenue	290	119,696	134,933	191,242	227,128	393,748	405,561	417,728	430,259	442,167
Total Potential Gross Revenue	267,114	815,222	831,012	863,326	1,177,264	1,551,794	1,559,219	1,591,014	1,816,691	1,833,806
5% Vacancy Rate	(12,266)	(27,366)	(27,376)	(33,421)	(34,722)	(55,141)	(56,732)	(67,340)	(67,467)	(66,612)
Effective Gross Revenue	244,226	787,233	803,436	829,905	1,138,553	1,473,653	1,501,487	1,523,673	1,749,224	1,767,194
Operating Expenses										
Gain	101,183	141,669	144,906	150,283	164,762	159,426	164,218	169,146	174,219	179,446
Taxes	60,710	182,128	167,693	183,221	189,018	204,966	211,138	217,472	223,906	220,716
Ins	26,296	24,066	26,636	27,641	28,471	29,325	30,204	31,111	32,044	33,005
Total Operating Expenses	187,189	347,863	339,235	361,145	382,260	393,748	405,561	417,728	430,259	442,167
Net Operating Income	57,070	437,396	444,101	468,269	756,293	1,079,906	1,095,926	1,115,946	1,326,306	1,317,101
Debt Service										
Interest Payments		226,626	223,142	217,046	210,514	203,507	195,994	187,836	179,299	170,036
Principal Payments	0	76,812	64,295	50,593	40,923	30,630	11,443	110,408	128,138	137,401
Total Debt Service	0	307,437	307,437	307,437	307,437	307,437	307,437	307,437	307,437	307,437
Leasing & Capital Costs										
Tenant Improvements		206,000								
Leasing Commissions			168,424	168,620	157,817	580,304	0	0	0	0
Interest Carry Capital	103,166		24,629	24,000	21,636	73,760	0	12,465	12,000	10,516
Total Leasing & Capital Costs	103,166	206,000	193,053	192,620	179,453	634,064	0	12,465	12,000	10,516
Cash Flow After Debt Service										
But Before Taxes	(\$46,076)	(\$76,044)	(\$57,689)	\$46,302	\$269,833	\$146,404	\$786,489	\$786,044	\$907,268	\$919,146
IRR at Year 10: 8.35%										

EXHIBIT F
FINANCING LETTER



September 30, 2009

Metro Plaza LLC
1801 E. 63rd Street
Kansas City, MO 64130
Attn: Barry Peneer and David Peneer

Re: Metro Plaza Shopping Center

Dear Barry and David:

Thank you for meeting with us to discuss your plans for redeveloping the Metro Plaza Shopping Center located on the north side of 63rd Street at the intersection of 63rd Street and Bushman Drive.

Based on our discussions and the information you provided to us, it is our understanding that your proposed redevelopment of the Shopping Center will include, among other things, storm and sanitary sewer improvements, parking lot improvements, refurbishment of the interior space and substantial renovations to the exterior of the Shopping Center. You have advised us that you are proposing to amend the existing Southtown Corridor/31st and Baltimore Tax Increment Financing Plan by modifying the redevelopment project proposed for Project Area H (the "Shopping Center") and that your proposed redevelopment of the Shopping Center is contingent upon approval of your proposed amendment and tax increment financing for the project.

We have reviewed the preliminary information that you provided to us regarding the project and we are pleased to provide you with this letter serving as an indication of our interest in providing approximately \$5,500,000 in financing for the redevelopment of the Metro Plaza Shopping Center. Our interest in financing the project is conditioned upon completing our normal underwriting and loan approval process. This interest could also be subject to future financial market conditions.

We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Duffin", is written over a horizontal line.

Michael R. Duffin
Vice President

MRD/clb

2001 Shawnee Mission Parkway • Mission Hills, KS 66205 • 913.677.2001 • www.gbrecap.com

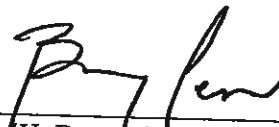
AFFIDAVIT

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

Comes now Barry W. Pener, the Manager of Metro Plaza, LLC, a Missouri limited liability company, who being first duly sworn and of lawful age, upon oath, does depose and say:

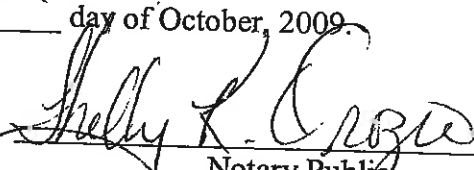
1. He is the Manager of Metro Plaza, LLC, which is the proposed developer ("**Developer**") of Project Area H of the Southtown Corridor/31st & Baltimore TIF Plan, as amended (the "**TIF Plan**").
2. Developer has filed an application with the TIF Commission of Kansas City, Missouri, to amend the TIF Plan as it relates to the redevelopment of Project Area H (the "**Property**").
3. This Affidavit is given as required by Section 99.810 of the Missouri Revised Statutes with respect to the Property.
4. As evidenced by the Existing Conditions Study that is part of the TIF Plan, the Property is part of a conservation area and the Property has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing.
5. The undersigned attest that the provisions of subdivision (1) of Section 99.810.1 have been met.

Dated this 15th day of October, 2009.



Barry W. Pener, Manager of Metro Plaza, LLC

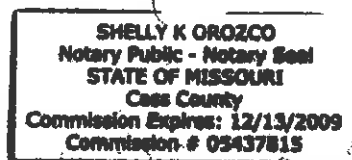
Subscribed and sworn to this 13th day of October, 2009.



Notary Public

Commission Expires:

12/13/09



OFFICER'S CERTIFICATE

THE UNDERSIGNED, as Manager of Metro Plaza, LLC, a Missouri limited liability company (the "**Developer**"), in connection with the Developer's proposal (the "**Proposal**") to develop Project Area H of the Southtown Corridor/31st & Baltimore Tax Increment Financing Plan, as amended (the "**TIF Plan**") hereby certify that:

1. The Developer has received a copy and reviewed the terms of the Affirmative Action Policy (the "**Policy**") of the Tax Increment Financing Commission of Kansas City, Missouri (the "**Commission**") and has had an opportunity to discuss and ask questions of the staff of the Commission and the Human Relations Department of the City of Kansas City, Missouri (the "**Department**") with respect to the Policy.
2. All capitalized terms within this Certificate that are not defined shall have the meanings ascribed to them in the Policy.
3. The Developer acknowledges that the Policy, a copy of which is attached hereto as **Exhibit A**, is intended to implement the goals established by the Department (the "**Utilization Goals**") with respect to the utilization of Minority Business Enterprises ("**MBEs**") and Women Business Enterprises ("**WBEs**"), which have been certified by the Department, in providing (i) Professional Services and Construction Services and (ii) an equal opportunity for minorities and women to be employed in the workforces of all contractors, subcontractors and assignees of the Developer in connection with the implementation of Project Area H of the TIF Plan.
4. The Developer agrees to (i) comply with all record keeping and reporting requirements referenced in the Policy, as such requirements may change from time to time, (ii) contractually require each contractor, subcontractor and assignee of the Developer to comply with the Policy and (iii) enforce such contractual provisions.
5. The Developer acknowledges that although the Utilization Goals established by the Department, which may change from time to time, are not "set-asides" nor requirements, the Developer agrees to (i) exert a best faith effort, as determined by the Commission, to meet such Utilization Goals, (ii) contractually require each contractor, subcontractor and assignee of the Developer to exert a best faith effort to meet the Utilization Goals and (iii) enforce such contractual provisions.
6. The Developer acknowledges and agrees that a best faith effort to meet the Utilization Goals requires, at least, the following:
 - i. Request in writing the assistance of the Department with respect to efforts to promote the utilization of MBE/WBE's.
 - ii. Solicit in writing proposals from known MBE/WBE's, at least 15 calendar days prior to the utilization of any Professional or Construction Services in furtherance of each Redevelopment Project, setting forth in

sufficient detail a description of Project Area H of the TIF Plan, identification of the Developer or contractor, the amount and scope of work to be performed, the time frame of the performance so that meaningful proposals may be submitted sufficiently in advance to be considered prior to awarding of contracts.

iii. Advertise in Minority/Women's Trade Association Newsletters and/or minority owned media, at least 15 calendar days prior to the utilization of any Professional or Construction Services in furtherance of Project Area H of the TIF Plan, identifying specific opportunities, at least equal to the Utilization Goals (but not a reserved set-aside) and maintain a log or copies of such ads showing the date of publication and identifying the publication.

iv. Adequately segment the work request for proposal documents or any other communication or publication intended to solicit Professional or Construction Services in furtherance of Project Area H of the TIF Plan to be subcontracted to the extent consistent with the size and capability of MBE/WBEs in order to provide reasonable subcontracting opportunities.

v. Notify in writing Minority/Women Contractor Associations, at least 15 calendar days prior to the utilization of Professional or Construction Services in furtherance of Project Area H of the TIF Plan, of the availability of specific opportunities, at least equal to the percentage set forth in the Utilization Goals.

vi. Make telephone calls to MBE/WBE contractors and make a log thereof, including date, time, name of the person talked to and subject of discussion.

vii. Conduct good faith negotiations with those MBE/WBE's from whom proposals were received in an effort to reach a mutually acceptable agreement. Documentation in support thereof must include (a) copies of solicitation letters, (b) bid price of MBE/WBE, (c) bid price of the non-MBE/WBE bidder and (d) reason for non-selection of the MBE/WBE bidder.

7. The Developer acknowledges and agrees that if the Commission finds, after due notice and hearing, that the Developer has not made a best faith effort to meet the goals set forth in the Policy, the Commission may take such action as it deems appropriate, including but not limited to the temporary suspension of development rights, ordering a cessation of development activity, noting such non-compliance in any future applications by Developer to implement any future redevelopment plans or projects or any such other remedy for a breach under a Redevelopment Agreement between the Commission and the Developer for the implementation of Project Area H of the TIF Plan. Additionally, the Developer acknowledges and agrees to the amount of liquidated damages, as set forth in the Policy, that the Developer may be obligated to pay, if the Commission finds the Developer has not complied with the Policy.

8. The Developer acknowledges and agrees that prior to reimbursement of any eligible redevelopment project costs identified in the Plan, as amended, that the Developer shall have (i) entered into a Teaming Agreement, in a form substantially similar to Exhibit B, attached hereto, with an MBE or WBE, which shall provide, inter alia, that such MBE or WBE shall provide Professional Services, on behalf of the Developer, in connection with the implementation of Project Area H of the TIF Plan or delivered to the Commission letters from MBEs and WBEs evidencing their participation in Project Area H of the TIF Plan, and (ii) delivered to the Commission written evidence that the Department has approved the Utilization Plans for Construction Services, Professional Services and Workforce in connection with the implementation of Project Area H of the TIF Plan.

9. The Developer acknowledges and agrees that prior to reimbursement of any eligible redevelopment costs identified in the Plan, as amended, that (i) the Department has certified compliance with the Policy and (ii) the Commission's independent cost certifier has certified all expenditures paid to MBEs and WBEs.

10. The undersigned has delivered this Officer's Certificate to the Commission in consideration of the Commission's review and approval of the Proposal. The undersigned acknowledges and agrees that this Certificate is being materially relied upon by the Commission in connection with the approval of the Proposal and a redevelopment agreement to the implement the same and, to the extent any statement or representation made herein is not true and correct in all material respects, the Commission may withdraw the Developer's development rights with respect to the implementation of the Proposal and terminate any agreement entered into between the Developer and the Commission regarding the implementation of Project Area H of the TIF Plan.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of this 13th day of October, 2009.

DEVELOPER:

METRO PLAZA, LLC

By: _____


Barry W. Fener, Manager

Exhibit 9A

Development Schedule

Developer to Commence Redevelopment of Project H

June 1, 2010

Developer to Complete Redevelopment of Project H

September 1, 2011

***Developer reserves the right to commence the redevelopment of Project H earlier than the estimated commencement date.**

Exhibit 12A Affirmative Action Policy

Exhibit 12B Officer's Certificate

Policy Name: Affirmative Action Policy

Date Approved: May 26, 1988; Revised November 10, 1992, December 15, 1992, December 8, 1993, January 10, 1996, January 8, 1997, April 9, 1997, March 14, 2001, April 11, 2001, June 11, 2003, March 9, 2005, June 8, 2005, July 13, 2005, April 12, 2006, June 13, 2007, February 13, 2008

Resolution Number: 88-10, 92-61, 92-70, 93-70, 96-01, 1-3-97, 4-1-97, 3-6-01, 4-1-01, 6-1-03, 3-3-05, 6-2-05, 7-2-05, 4-2-06, 6-2-07, 2-23-08

Policy Statement: WHEREAS, the Kansas City, Missouri Disparity Study, dated October 1, 1994, determined that women and certain minority groups were being underutilized in the Kansas City, Missouri Metropolitan Area. As a result, the City of Kansas City, Missouri (the "City") has adopted City-wide affirmative action goals applicable to firms doing business with the City, through its departments and agencies. In accordance with Chapter 38, Article II, Section 38-85.5 of the Code of Ordinances of the City, the Tax Increment Financing Commission of Kansas City, Missouri ("TIFC") has adopted this Policy, which is intended to secure equal opportunities and maximize the participation of certified Minority Business Enterprises ("MBE") and certified Women's Business Enterprises ("WBE") in providing professional and construction services contracted for by the TIFC and its Redevelopers, and an equal opportunity for minorities and women to be employed in the workforces of all contractors, subcontractors and assignees of TIFC and its Redevelopers.

THEREFORE, TIFC shall adhere to the requirements set forth herein and shall contractually require its Redevelopers to do the following:

- (1) meet or exert good faith efforts to meet the goals established by the Human Relations Department of the City and, if necessary, any adjustments required by the Fairness in Construction Board,
- (2) comply or exert good faith efforts to comply with the Utilization Plans approved by the Human Relations Department of the City and TIFC,
- (3) comply with all reporting requirements set forth in this Policy, and
- (4) contractually require each contractor, subcontractor and assignee to comply with this Policy and to enforce such contractual provisions.

I. DEFINITIONS

Commercially Useful Function - Real and actual services that are a distinct and verifiable element of the contracted work based upon private sector trade or industry standards. Determination that an enterprise performs a commercially useful function will be made based on the following considerations:

a. An MBE or WBE performs a commercially useful function when it is responsible for execution of the ordinary and necessary work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE or WBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining the quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. To determine whether an MBE or WBE is performing a commercially useful function, one must evaluate the following:

1. The amount of work subcontracted; and
2. Industry practices; and
3. Whether the amount the enterprise is to be paid under the contract is commensurate with the work it is actually performing; and
4. Whether the MBE or WBE has the skill and expertise to perform work for which it is being utilized; and
5. The credit claimed for its performance of the work; and
6. Other relevant factors.

b. An MBE or WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MBE or WBE participation. In determining whether an MBE or WBE is such an extra participant, one must examine similar transactions, particularly those in which MBEs or WBEs do not participate.

c. An MBE or WBE firm is not performing a commercially useful function if the MBE or WBE subcontracts a greater portion of the work on a contract or purchases a greater amount of material than would be expected on the basis of normal industry practice for the type of work involved.

d. Whether the MBE or WBE is participating in the contract as a middle person or broker in the normal course of that business or trade by purchasing the goods and/or services from another business, thereby qualifying expenditures for such goods and/or services to be counted toward utilization requirements for MBEs and WBEs.

e. Whether the MBE or WBE is responsible for the purchase and quality of, and payment for, materials used to perform its work under the contract.

There shall be a rebuttable presumption that, when the MBE or WBE subcontracts a greater portion of the contract work than normal industry practice, the MBE or WBE is not performing a commercially useful function.

Construction Services - Activities undertaken to complete the construction, reconstruction, improvement, enlargement or alteration of any fixed work that relates to the implementation of a Redevelopment Plan, Project or Public Improvement, including environmental remediation and demolition, but excluding Professional Services.

Disparity Study - An undertaking dated October 1, 1994, commissioned by the City of Kansas City, Missouri, the Kansas City Area Transportation Authority, and the Kansas City, Missouri School District to determine whether or not defined minority groups or women were underutilized in the Kansas City Metropolitan Area.

Kansas City Metropolitan Area - The Missouri counties of Cass, Clay, Jackson and Platte and the Kansas counties of Johnson, Leavenworth and Wyandotte.

Minorities - Persons who are citizens or lawful permanent residents of the United States and who:

- a. Have origins in any of the Black racial groups of Africa, and who has historically and consistently identified himself or herself as being such a person ("Black Americans");
- b. Have origins in any of the peoples of Mexico, Puerto Rico, Cuba, Central or South America, or any of the Spanish speaking islands of the Caribbean, regardless of race and who has historically and consistently identified himself or herself as being such a person ("Hispanic Americans");
- c. Have origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent or the Islands of the Pacific or the Northern Marianas, and who has historically and consistently identified himself or herself as being such a person ("Asian Americans"); and
- d. Maintain cultural identification through tribal affiliation or community recognition with any of the original peoples of the North American continent; or those who demonstrate at least one-quarter descent from such groups, and who has historically and consistently identified himself or herself as being such a person. ("Native Americans").

Minority Business Enterprise ("MBE") - A business or professional entity that (a) is at least 51% owned and independently controlled by one or more Minorities and is certified as such by the Human Relations Department of the City of Kansas City, Missouri prior to a Redeveloper, who seeks to utilize such entity, submitting a bid, a request for qualifications or proposal to or entering into negotiations with such entity for Construction Services or Professional Services to be utilized in connection with

implementing a Redevelopment Plan or Redevelopment Project, (b) either has its principal place of business in the Kansas City Metropolitan Area or has made substantial efforts to become a market participant in Kansas City, Missouri, (c) meets the size standards imposed by 13 CFR 121.201, (d) possesses the professional qualifications necessary to perform the work contemplated by a Redevelopment Agreement or contract between TIFC, a Redeveloper, or a Redeveloper's contractors, subcontractors or assignees in furtherance of a Redevelopment Agreement or Redevelopment Plan, and performs a commercially useful function, and (e) is capable of providing the necessary equipment and labor force independent of any other contractor, subcontractor or assignee and can perform the work itself without subcontracting. The Kansas City Human Relations Department maintains a list of certified MBEs, which is available at any time upon request, but shall be submitted to the TIFC on an annual basis.

Professional Services - Advisory or consulting activities including, but not limited to, architectural, engineering, legal, accounting, marketing, environmental studies, and financial services contracted for by any Redeveloper necessary to complete Project Improvements, but excluding Construction Services.

Project Improvements - Those activities undertaken and facilities constructed in order to implement the provisions of a Redevelopment Plan pursuant to a Redevelopment Agreement.

Redeveloper - Any person or entity which enters into a Redevelopment Agreement.

Redevelopment Agreement - Any agreement between TIFC and a Redeveloper for the implementation of a Redevelopment Plan, Project or Public Improvement .

TIFC - The Tax Increment Financing Commission of Kansas City, Missouri, created pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, 1986, as amended (the "Act"), and by Ordinance No. 54556 of the City Council of Kansas City, Missouri, adopted on November 24, 1982, and amended by Ordinance No. 911076 adopted on August 29, 1991, for the purpose of holding hearings and making recommendations to the City Council of Kansas City, Missouri, with respect to proposed tax increment financing plans, and carrying out the responsibilities delegated to it by the City Council, among which, are entering into agreements with redevelopers to implement said plans when approved, and monitoring compliance therewith.

TIFC Representative - A representative designated by the TIFC, who shall make regular reports at TIFC meetings regarding Redevelopers' compliance with this Policy.

Utilization Goals – The goals described in Section II of this Affirmative Action Policy.

Women's Business Enterprise ("WBE")^{1/} - A business or professional entity that (a) is at least 51% owned and independently controlled by one or more women and is certified as such by the Human Relations Department of the City of Kansas City, Missouri prior to a Redeveloper, who seeks to utilize such entity, submitting a bid, a request for qualifications or proposal to or entering into negotiations with such entity for Construction Services or Professional Services to be utilized in connection with implementing a Redevelopment Plan or Redevelopment Project, (b) either has its principal place of business in the Kansas City Metropolitan Area or has made substantial efforts to become a market participant in Kansas City, Missouri, (c) meets the size requirements imposed by 13 CFR 121.201, (d) possesses the professional qualifications necessary to perform the work contemplated by a Redevelopment Agreement or contract between TIFC, a Redeveloper, or a Redeveloper's contractors, subcontractors or assignees in furtherance of a Redevelopment Agreement, and performs a commercially useful function, and (e) is capable of providing the necessary equipment and labor force independent or any other contractor, subcontractor or assignee, and can perform the work itself without subcontracting. The Kansas City Human Relations Department maintains a list of WBEs, which is available at any time upon request, but shall be submitted to the TIFC on an annual basis.

Workforce - Those persons employed to perform Construction Services.

All terms not otherwise defined herein, shall have the meaning set forth in the Redevelopment Agreement.

II. TIFC COMPLIANCE

A. The TIFC, pursuant to Chapter 38, Article II, Section 38-87(1) of the Code of Ordinances of the City, shall prepare and deliver to the Director of the Human Relations Department by April 1 an annual MBE/WBE Utilization Plan for each upcoming fiscal year of the City. Each MBE/WBE Utilization Plan shall include the TIFC's goals for participation by qualified, certified MBEs and WBEs as prime contractors and subcontractors in the procurement of goods and professional and construction services for the upcoming year. The goals should be expressed as a percentage of the TIFC's estimated total fiscal contract expenditures.

B. The TIFC, pursuant to Chapter 38, Article II, Section 38-97(5), shall make reasonable efforts to:

1. advertise contract opportunities in general circulation media, trade and professional publications, small business media and publications of minority and women's business organizations;

^{1/} The Disparity Study included minority women as part of the minority population and goals and, therefore, minority women should be included in MBE statistical categories furnished to the TIFC. As a result, the WBE category includes only those firms owned or controlled by white women.

2. send written notice of specific contract opportunities to minority and women's business organizations and those MBEs/WBEs listed on the TIFC's approved professional service provider list;
3. with the assistance of the Director of Human Relations Department of the City, shape the scope, specifications and size of a contract to enhance participation opportunities for qualified, certified MBEs and WBEs;
4. include certified, qualified MBEs/WBEs on the TIFC's approved professional service provider list, which shall be updated, if necessary, no less frequently than annually; and
5. add a provision within all RFQ's and advertisements to bid a provision that encourages MBEs/WBEs to become certified with the City, the Kansas Department of Transportation and the Missouri Department of Transportation.

III UTILIZATION GOALS FOR REDEVELOPMENT PROJECTS AND PUBLIC IMPROVEMENTS

Unless the Director of the Human Relations Department of the City establishes separate goals for a specific Redevelopment Agreement (the "Utilization Goals"), the goals listed in Section III.A. through C. (the "Default Goals") for the participation of MBEs and WBEs (in the case of Professional Services and Construction Services), and minority and female individuals (in the case of Workforces), which are identical to the city-wide goals of the City, shall apply and be incorporated as a part of each Redevelopment Agreement. The Utilization Goals or Default Goals for participation of such MBEs and WBEs are expressed as a percentage of the totals of (a) the dollar amount spent for professional services (b) the dollar amount spent for Construction Services, and (c) hours worked by individuals employed in the Workforce. The Default Goals are as follows:

A.	<u>Professional Services</u>	<u>Percentages</u>
1.	Minority Business Enterprises	
	Black-American	8
	Hispanic American	3
	Native American/Asian American	<u>2</u>
		13
2.	Women's Business Enterprises	8
B.	<u>Construction Services</u>	
1.	Minority Business Enterprises	
	Black-American	9
	Hispanic American	5

	Native American/Asian American	<u>1</u> 15
2.	Women's Business Enterprises	7

C. Workforce

1.	Minorities	
	Black-American	9
	Hispanic American	5
	Native American/Asian American	<u>1</u> 15
2.	Women	7

D. Identification. The following codes will be used to identify the appropriate reporting classification assigned to each MBE or WBE firm:

- 01 MBE Certified Black Male Ownership
- 02 Non-MBE/WBE (Minority Business Enterprise/Women owned
Business Enterprise) Ownership
- 03 MBE Certified Hispanic Male Ownership
- 04 MBE Certified American Indian Male Ownership
- 05 MBE Certified Asian American Male Ownership
- 06 MBE Certified Black Female Ownership
- 07 WBE Certified White Female Ownership
- 08 MBE Certified Hispanic Female Ownership
- 09 MBE Certified American Indian Female Ownership
- 10 MBE Certified American Asian Female Ownership

Staff to the TIFC shall notify Redevelopers verbally and in writing, within each Redeveloper's Application for the implementation of a Redevelopment Plan, Redevelopment Project or Public Improvement, of the requirement that Redevelopers obtain Utilization Goals from the Human Relations Department of the City for each such Redevelopment Plan, Redevelopment Project or Public Improvement, prior to a hearing at which time the TIFC shall consider approving and recommending such Redevelopment Plan, Redevelopment Project or Public Improvement to the City Council for approval. At least seven (7) days prior to the date of the public hearing at which time such Redevelopment Plan, Redevelopment Project or Public Improvement is to be considered for approval by the TIFC, the Redeveloper shall communicate, in writing, to the TIFC Representative either (1) the specific scopes of work for the Redevelopment Plan, Redevelopment Project or Public Improvement in sufficient detail, as determined by the Human Relations Department, so that specific Utilization Goals can be established or (2) that specific

scopes of work for such Redevelopment Plan, Redevelopment Project of Public Improvement have not been established, and in which case, the Default Goals shall apply; provided however, such Default Goals may be modified by the Human Relations Department at such time as the specific scopes of work for such Redevelopment Plan, Redevelopment Project or Public Improvement are presented by the Redeveloper to the Human Relations Department.

IV. RECORDS AND REPORTS

A. Records. The Redeveloper shall maintain such records as reasonably may be required in order to demonstrate Policy compliance including, but not limited to, (1) a copy of the Utilization Goals established by the Director of the Human Relations Department for each Redevelopment Plan, Project or Public Improvement, (2) Utilization Plans approved by the Human Relations Department, (3) teaming agreements or other documentation that evidences the Redeveloper's intent to enter into agreements with MBEs and WBEs for the implementation of a Redevelopment Plan, Project or Public Improvement, (4) documentation that evidences the good faith requirements set forth in Sections V.A.1.b. and V.B.1.b. to meet the Utilization Goals. Such records shall be made available for audit by the TIFC Representative from time to time upon reasonable notice.

B. Reports. The Redeveloper shall provide to the TIFC Representative by the 15th day of each month, commencing on the month after the Redeveloper incurs any costs or expenses related to construction or professional services utilized in connection with the implementation of a Redevelopment Plan, Redevelopment Project or Public Improvement. Such monthly reports shall be in a format provided by the TIFC Representative. In addition to the monthly reports, the Redeveloper shall provide such additional information requested by the TIFC Representative, including but not limited to, checks, invoices and receipts, in order to verify that the percentages submitted on the reports are accurate. As a condition to the reimbursement of eligible Redevelopment Project Costs, the Redeveloper shall have delivered all monthly reports on a timely basis to the TIFC Representative. A copy of each monthly report, together with a copy of all checks, invoices, receipts and all other documentation evidencing payments to MBEs and WBEs, shall be submitted simultaneously to the TIFC's independent cost certifier, who has been designated by the TIFC to certify costs for the Redevelopment Plan, Project or Public Improvement to be implemented by the Redeveloper. In the sole discretion of TIFC, for good cause shown, waivers of the monthly reports may be granted. Each monthly report, which shall be in a form substantially similar to Exhibit A, attached hereto, shall summarize the data in the following three (3) categories:

1. Professional Services: Total dollars spent in connection with the Redevelopment Project(s) and/or Public Improvement(s) and dollars spent with MBE and WBE firms, respectively, for professional services.
2. Construction Services: Total dollars spent in connection with the Redevelopment Project(s) and/or Public Improvement(s) and dollars spent with MBE and WBE firms, respectively, for construction services.

3. Workforce: Total construction worker hours utilizing minorities and women.

V. REDEVELOPER COMPLIANCE

A. Professional Services and Construction Services

1. The Redeveloper shall be presumed conclusively to be in compliance with this Policy as it relates to good faith efforts to meet the Utilization Goals or Default Goals, as applicable, with respect to Professional and Construction Services if:

a. the Redeveloper can demonstrate, to the satisfaction of the TIFC, that each of the Utilization Goals or Default Goals set forth in Section III have been met for each Redevelopment Project and Public Improvement in which Construction or Professional Services have been utilized;^{2/}

b. in the event, any of the Utilization Goals or Default Goals have not been met, the Redeveloper has taken the following actions:

(1) requested in writing the assistance of the TIFC Representative with respect to efforts to promote the utilization of MBE/WBE and acted upon the TIFC's recommendations;

(2) solicited in writing proposals from certified MBE/WBE in sufficient time to allow MBE and WBE firms to participate effectively (in any event no later than 15 calendar days prior to the bid date or the date a request for qualifications or proposal is distributed in connection with any Professional or Construction Services contemplated for each Redevelopment Project or Project Improvement), setting forth in sufficient detail a description of the Plan and Redevelopment Project, identification of the Redeveloper or contractor, the amount and scope of work to be performed, the time frame of performance so that meaningful proposals may be submitted sufficiently in advance to be considered prior to awarding of contracts.

(3) advertised in Minority/Women's Trade Association Newsletters and/or minority owned media in sufficient time to allow MBE and WBE firms to participate effectively (in any event no later than 15 calendar days prior to the bid date or the date a request for qualifications or proposal is distributed in connection with any Professional or Construction Services contemplated for each Redevelopment Project or Project Improvement), identifying

^{2/} It is sufficient if the overall goal for MBE has been met without regard to the specific "mix" of MBEs.

specific opportunities at least equal to the Utilization Goal (but not a reserved set-aside) for MBE/WBE utilization specified for the contract and maintained a log or copies of such ads showing the date of publication and identifying the publication.

(4) adequately segmented the work in request for proposal documents or any other communication or publication intended to solicit Professional or Construction Services for the Redevelopment Project or Redevelopment Plan to be subcontracted to the extent consistent with the size and capability of MBE/WBE so that reasonable subcontracting opportunities exist.

(5) notified in writing Minority/Women Contractor Associations at least 15 calendar days prior to the bid date or the date a request for qualifications or proposal is distributed in connection with any Professional or Construction Services contemplated for each Redevelopment Project or Project Improvement of the availability of specific opportunities at least equal to the Utilization Goal given for MBE/WBE specified in this Policy.

(6) conferred with qualified, certified MBEs and WBEs and explained the work for which their bids or proposals were solicited;

(7) made telephone calls to MBE/WBE contractors and made a log thereof, including date, time, name of person talked to, and subject of discussion.

(8) conducted good faith negotiations, as determined by TIFC, with those MBE/WBE from whom proposals were received in an effort to reach a mutually acceptable agreement. Documentation in support thereof must include:

- (a) copies of solicitation letters
- (b) bid price of MBE/WBE
- (c) bid price of the non-MBE/WBE bidder
- (d) reason for non-selection of the MBE/WBE bidder.

(9) sent certified letters, verifiable e-mails or proof of facsimiles to qualified MBE/WBEs listed on the M/W/DBE Kansas City Mo. Online Directory within 5 business days after drawing the bid specifications.

2. Business arrangements with MBE/WBE must be in the form of a written agreement which may be a contract to perform services or formation of a partnership or joint venture.

3. Prior to the TIFC approving and recommending a Redeveloper Plan or Project to the City Council for approval, the Redeveloper and staff to the TIFC shall meet with the Director of the Human Relations Department of the City, who shall establish Utilization Goals or apply the Default Goals for the Redevelopment Project or Public Improvement and the Redeveloper shall submit to TIFC, (i) written evidence that the Human Relations Department has established Utilization Goals or applied the Default Goals for the Redevelopment Plan, Project or Public Improvement, and (ii) an Officer's Certificate, in a form substantially similar to Exhibit B attached hereto. During the public meeting, at which time TIFC reviews and considers the approval of any Redevelopment Project initiated by a Redeveloper, the TIFC Representative shall certify to TIFC that the Redeveloper has complied with this Section V.A.3.

4. As soon as reasonably practicable after the TIFC approval and recommendation of a Redevelopment Plan or Project to the City Council for approval, but in any event, unless provided otherwise below, prior to the TIFC's consideration of a Redevelopment Agreement, the Redeveloper must deliver to the TIFC Representative:

(i) A project budget, in a form substantially similar to Exhibit F, attached hereto (the "Project Budget"), identifying all construction and professional services costs for the Redevelopment Project and/or Project Improvements and including the specific scopes of work, the value of those scopes of work, and anticipated areas where MBE/WBE participation can be obtained,

(ii) A Utilization Plan for Professional Services, in a form substantially similar to Exhibit C, attached hereto (the "Professional Services Utilization Plan"), that has been approved by the Human Relations Department, which if not submitted prior to the TIFC's consideration of a Redevelopment Agreement, then no later than thirty (30) days after contracting for Professional Services,

(iii) A Utilization Plan for Construction Services, in a form substantially similar to Exhibit D, attached hereto (the "Construction Services Utilization Plan") that has been approved by the Human Relations Department, which if not submitted prior to the TIFC's consideration of a Redevelopment Agreement, then no later than thirty (30) days after contracting for Construction Services, and

(iii) verification letters from MBEs and WBEs listed on the Professional Services Utilization Plan and Construction Services Utilization Plan or a teaming agreement, in a form substantially similar to Exhibit E, attached hereto.

As a condition to the reimbursement of any costs, (a) the TIFC Representative shall certify to the TIFC the continued compliance or adherence to this Policy and the Utilization Plans submitted by the Redeveloper; and (b) the TIFC's independent cost certifier, who has been designated to certify costs related to such Redevelopment Plan or Project, shall certify to the TIFC all payments made to MBEs and WBEs that are referenced in monthly reports. If such certification has not been made in a timely manner, the Redeveloper may request a hearing by TIFC, which shall be held within thirty-five (35) days. At such hearing, Redeveloper and the TIFC Representative, or their respective counsel, shall present evidence relevant to Redeveloper's compliance with this Policy. TIFC shall act within thirty-five (35) days of the close of such hearing and may make such ruling as the evidence may justify in its reasonable discretion. TIFC may certify compliance, specify actions that may be taken to gain certification or avail itself of any of the remedies set forth in Section VI hereof.

5. In the event that after an MBE/WBE is selected, such MBE/WBE's certification is withdrawn, or should an MBE/WBE be unable to perform, the Redeveloper shall promptly notify the Director of Human Relations Department of the City and the TIFC Representative in writing and, where reasonably possible, exert good faith efforts, as determined by the TIFC and the Director of the Human Relations Department, to find a replacement in accordance with the standards and procedures set forth in this Affirmative Action Policy. In the event no replacement MBE/WBEs are qualified and available to perform the same services, the Redeveloper shall, to the extent possible, as an alternative to substitution, adjust the MBE/WBE involvement in another area of the contract in order to meet the Utilization Goals established or the Default Goals applied by the Human Relations Department.

B. Workforce

1. Redeveloper shall be presumed conclusively to be in compliance with this Policy as it relates to Workforce if:

a. each of the Utilization Goals set forth in Section III.C. has been met on a monthly basis for each Redevelopment Project in which Construction Services have been utilized;^{3/}

b. in the event, any of the Utilization Goals have not been met, the Redeveloper has taken the following actions:

(1) Requested in writing the assistance of the TIFC Representative with respect to efforts to promote the utilization of

^{3/} It is sufficient if the overall goal for minorities has been met without regard to the specific "mix" of minorities.

minorities and women in the Workforce and acted upon the TIFC's recommendations.

(2) advertised in Minority/Women's Trade Association Newsletter and/or minority owned media at least 15 calendar days prior to the utilization of any Construction Services for each Redevelopment Project seeking employees, appropriately describing the work available, pay scale, how to apply, etc., and maintained a log or copies of such ads showing the date of publication and identifying the publication; and

(3) contacted minority and women's organizations. A list of such organizations may be provided by the TIFC Representative upon request.

C. Records and Reports. Redeveloper shall be conclusively presumed to be in compliance with this Policy as it relates to records and reports if all records have been kept and reports have been timely made as set forth in Section IV.

D. Contractors, Subcontractors and Assignees. Redeveloper shall incorporate in all agreements with contractors, subcontractors and assignees contain a provision requiring compliance with this Policy, as it may be amended from time to time, and appropriate measures, as determined by the TIFC, have been taken to enforce such provisions.

E. Waiver. For good cause shown, the requirements of this Section V may be waived or modified by TIFC.

F. Burden of Proof. It is the responsibility of Redeveloper to demonstrate compliance with this Policy. The TIFC Representative will monitor Redeveloper's compliance and make periodic reports to TIFC relative thereto. It is not the responsibility of TIFC or its Representative to conduct any investigation or take any other action to verify Redeveloper's compliance.

VI. PARTICIPATION CREDIT

Whether or not the participation of MBEs, WBEs, minorities and women satisfies the Utilization Goals set forth in Section III shall be determined as set forth herein.

A. Professional and Construction Services

1. The total dollars paid to an MBE/WBE which contracts to provide goods or services directly to the Redeveloper, or contractor or consultant of Redeveloper.
2. Additional Credit - Suppliers. A sub-contract with an MBE/WBE certified supplier may be credited toward the MBE/WBE requirement for construction

contracts only if the MBE/WBE is involved in the manufacture or distribution of the supplies or materials, or otherwise warehouses and ships the supplies or materials. The following rules apply to the use of MBE/WBE suppliers:

a. **Manufacturers.** If the MBE/WBE business supplier is the manufacturer of part or all of the supplies or materials, up to one hundred percent (100%) of the cost will be allowed towards meeting the MBE/WBE goal, [e.g., If the supplier is the manufacturer of all (or essentially all) of the supplies or materials, one hundred percent (100%) will be allowed. If the MBE/WBE is involved in the manufacture of a lesser percentage, the amount to be allowed will be determined on a case-by-case basis.]

b. **Non-Manufacturers.** If the supplier is not a manufacturer, one hundred percent (100%) of the total expenditure to a MBE/WBE supplier, may be counted toward the MBE/WBE goal provided the MBE/WBE supplier performs a commercially useful function in the supply process. However, no more than sixty percent (60%) of the overall goal may be satisfied by expenditures to non-manufacturer suppliers. Packagers, brokers, manufacturers representatives, or other persons who arrange or expedite transactions are not included within the meaning of non-manufacturer suppliers.

3. **Additional Credit - Administrative Functions.** If the MBE/WBE performs administrative functions with respect to contracts awarded to non-minority enterprises, then up to 10% of the dollar value of these non-minority contracts may be counted toward the MBE/WBE goals. In order to be considered as performing these administrative functions, the MBE/WBE must demonstrate that it, she or he is in control of the complete sub-contract. Proof of such control will include the following:

a. The MBE/WBE has provided to the Redeveloper or its general contractor (if the MBE/WBE contractor is himself a sub-contractor), a performance and/or payment bond for the job (if required by the contract).

b. The MBE/WBE has finances/resources in a sufficient amount to perform the sub-contract (i.e. is financially capable of handling a contract of that size without undue reliance on the payments of the redeveloper/general contractor).

c. Payment is made to the MBE/WBE for the percentage of work completed on the project (and not in advance for the purpose of funding the MBE/WBE).

d. MBE/WBE has the expertise to perform such administrative functions.

4. No Credit. No credit toward achieving the goals on an individual contract shall be given for:

a. Participation in a contract by any qualified MBE or WBE that does not perform a commercially useful function.

b. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE.

c. An MBE or WBE prime contractor's own participation in its contract.

d. Materials and supplies used on the contract unless the MBE/WBE is responsible for negotiating price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself.

e. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

B. Workforce. 100% of the hours worked by minorities and women.

VII. REMEDIES

In addition to remedies set forth in the Redevelopment Agreement, if TIFC finds, after due notice and hearing, the Redeveloper has not made a good faith effort to comply with the Utilization Goals set forth herein or has otherwise not complied with this Policy, TIFC may take such action as it deems appropriate, including but not limited to the temporary suspension of development rights, ordering a cessation of development activity, or may note such non-compliance in any future application by the Redeveloper to implement any future Redevelopment Plans. In addition, TIFC may take into account the past compliance record of any Redeveloper's proposed contractors and subcontractors in evaluating such Redeveloper's applications to implement a Redevelopment Plan.

The Redeveloper and TIFC acknowledge that MBEs and WBEs are third party beneficiaries to the Redevelopment Agreement with respect to compliance with this Policy. Because the amount of harm caused to MBEs and WBEs by the Redeveloper not exerting good faith efforts to meet the Utilization Goals set forth herein is uncertain, if not impossible, to determine, the Redeveloper agrees to pay to TIFC liquidated damages in an amount not to exceed the fees and expenses incurred by TIFC in investigating and determining that the Redeveloper has not complied with this Policy; plus an amount equal to the percentage of the total amount of

dollars spent in the Kansas City Metropolitan Area for Professional and/or Construction services that MBEs or WBEs would have otherwise received or money that otherwise would have been spent to employ minorities and women in the Workforce had the respective Utilization Goals set forth herein, been attained by the Redeveloper. The liquidated damages shall not be a reimbursable Redevelopment Cost. To illustrate the application of this liquidated damages provision, please refer the example below:

Example

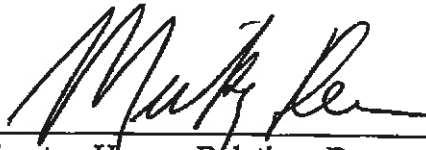
1. Pursuant to the implementation of Redevelopment Project A ("Project A"), a Redeveloper spends a total of \$100,000 for construction services. Such amount is paid exclusively to contractors, subcontractors and assignees, located within the Kansas City Metropolitan Area.
2. A Redeveloper utilized MBEs at a rate of 2% and WBEs at a rate of 1% for construction services in the development of Project A. Thus, the Redeveloper paid \$2,000 to MBEs and \$1,000 to WBEs for such construction services.
3. The Utilization Goals established for Project A for the utilization of MBEs and WBEs in construction services is 9% and 7%, respectively and such Utilization Goals were set forth in a Utilization Plan approved by the Human Relations Department.
4. TIFC finds that the Redeveloper did not exercise good faith efforts to meet the Utilization Goals for the utilization of MBEs and WBEs in construction services for the development of Project A. The cost associated with determination is \$25,000.
5. The additional amount that MBEs would have otherwise received had the Utilization Goals been met would be an amount equal to: the Utilization Goal of 9% minus the 2% actually attained of the total amount of \$100,000 spent. Thus, the Redeveloper would have spent an additional \$7,000 with MBEs. The additional amount WBEs would have otherwise received had the Utilization Goals been met would be an amount equal to: the Utilization Goal of 7% minus the 1% actually attained of the total amount of \$100,000 spent. Thus, the Redeveloper would have spent an additional \$6000 with WBEs.
6. Pursuant to the liquidated damages provision of this Policy, the Redeveloper may be obligated to pay to TIFC liquidated damages in an amount up to \$25,000 (the cost associated with TIFC finding); plus \$7,000 (the amount MBEs would have otherwise received had the Utilization Goals been met); plus \$6,000 (the amount WBEs would have otherwise received had the Utilization Goals been met) for an aggregate amount of \$38,000 in liquidated damages.

VIII. COMPLIANCE EXPENSE

To the extent the Redeveloper is in compliance with this Policy, the reasonable and necessary administrative expenses associated with determining compliance may be reimbursed as Redevelopment Project Costs.

HUMAN RELATIONS DEPARTMENT ACKNOWLEDGEMENT & APPROVAL

The Director of the Human Relations Department of the City of Kansas City, Missouri (the "City"), pursuant to Chapter 38, Article II, Section 38-85.5 has reviewed this Affirmative Action Policy and hereby determines that it is consistent with the City's affirmative action program and minority, and women's business enterprise program.



Director, Human Relations Department

Exhibit A
Monthly Reports

Exhibit B

OFFICER'S CERTIFICATE

I, _____, president of _____, a _____ (the "Developer"), in connection with the Developer's Proposal (the "Proposal") to develop _____ of the _____ Tax Increment Financing Plan, as amended (the "Plan") hereby certify that:

1. The Developer has received a copy and reviewed the terms of the Affirmative Action Policy (the "Policy") of the Tax Increment Financing Commission of Kansas City, Missouri (the "Commission") and has had an opportunity to discuss and ask questions of the staff of the Commission and the Human Relations Department of the City of Kansas City, Missouri (the "Department") with respect to the Policy.

2. All capitalized terms within this Certificate that are not defined shall have the meanings ascribed to them in the Policy.

3. The Developer acknowledges that the Policy, a copy of which is attached hereto as **Exhibit A**, is intended to implement the goals established by the Department (the "Utilization Goals") with respect to the utilization of Minority Business Enterprises ("MBEs") and Women Business Enterprises ("WBEs"), which have been certified by the Department, in providing (i) Professional Services and Construction Services and (ii) an equal opportunity for minorities and women to be employed in the workforces of all contractors, subcontractors and assignees of the Developer in connection with the implementation of the _____.

4. The Developer agrees to (i) comply with all record keeping and reporting requirements referenced in the Policy, as such requirements may change from time to time, (ii) contractually require each contractor, subcontractor and assignee of the Developer to comply with the Policy and (iii) enforce such contractual provisions.

5. The Developer acknowledges that although the Utilization Goals established by the Department, which may change from time to time, are not "set-asides" nor requirements, the Developer agrees to (i) exert a good faith effort, as determined by the Commission, to meet such Utilization Goals, (ii) contractually require each contractor, subcontractor and assignee of the Developer to exert a good faith effort to meet the Utilization Goals and (iii) enforce such contractual provisions.

6. The Developer acknowledges and agrees that a good faith effort to meet the Utilization Goals requires, at least, the following:

- i. Request in writing the assistance of the Department with respect to efforts to promote the utilization of MBE/WBE's.
- ii. Solicit in writing proposals from known MBE/WBE's, at least 15 calendar days prior to the utilization of any Professional or Construction

Services in furtherance of each Redevelopment Project, setting forth in sufficient detail a description of the _____, identification of the Developer or contractor, the amount and scope of work to be performed, the time frame of the performance so that meaningful proposals may be submitted sufficiently in advance to be considered prior to awarding of contracts.

iii. Advertise in Minority/Women's Trade Association Newsletters and/or minority owned media, at least 15 calendar days prior to the utilization of any Professional or Construction Services in furtherance of the _____, identifying specific opportunities, at least equal to the Utilization Goals (but not a reserved set-aside) and maintain a log or copies of such ads showing the date of publication and identifying the publication.

iv. Adequately segment the work request for proposal documents or any other communication or publication intended to solicit Professional or Construction Services in furtherance of the _____ to be subcontracted to the extent consistent with the size and capability of MBE/WBEs in order to provide reasonable subcontracting opportunities.

v. Notify in writing Minority/Women Contractor Associations, at least 15 calendar days prior to the utilization of Professional or Construction Services in furtherance of the _____, of the availability of specific opportunities, at least equal to the percentage set forth in the Utilization Goals.

vi. Make telephone calls to MBE/WBE contractors and make a log thereof, including date, time, name of the person talked to and subject of discussion.

vii. Conduct good faith negotiations with those MBE/WBE's from whom proposals were received in an effort to reach a mutually acceptable agreement. Documentation in support thereof must include (a) copies of solicitation letters, (b) bid price of MBE/WBE, (c) bid price of the non-MBE/WBE bidder and (d) reason for non-selection of the MBE/WBE bidder.

7. The Developer acknowledges and agrees that if the Commission finds, after due notice and hearing, that the Developer has not made a good faith effort to meet the goals set forth in the Policy, the Commission may take such action as it deems appropriate, including but not limited to the temporary suspension of development rights, ordering a cessation of development activity, noting such non-compliance in any future applications by Developer to implement any future redevelopment plans or projects or any such other remedy for a breach under a Redevelopment Agreement between the Commission and the Developer for the implementation of

the _____. Additionally, the Developer acknowledges and agrees to the amount of liquidated damages, as set forth in the Policy, that the Developer may be obligated to pay, if the Commission finds the Developer has not complied with the Policy.

8. The Developer acknowledges and agrees that prior to reimbursement of any eligible redevelopment project costs identified in the Plan, as amended, that the Developer shall have (i) entered into a Teaming Agreement, in a form substantially similar to **Exhibit B**, attached hereto, with an MBE or WBE, which shall provide, inter alia, that such MBE or WBE shall provide Professional Services, on behalf of the Developer, in connection with the implementation of the _____ or delivered to the Commission letters from MBEs and WBEs evidencing their participation in the _____ and (ii) delivered to the Commission written evidence that the Department has approved the Utilization Plans for Construction Services, Professional Services and Workforce in connection with the implementation of the _____.

9. The Developer acknowledges and agrees that prior to reimbursement of any eligible redevelopment costs identified in the Plan, as amended, that (i) the Department has certified compliance with the Policy and (ii) the Commission's independent cost certifier has certified all expenditures paid to MBEs and WBEs.

10. The undersigned has delivered this Officer's Certificate to the Commission in consideration of the Commission's review and approval of the Proposal. The undersigned acknowledges and agrees that this Certificate is being materially relied upon by the Commission in connection with the approval of the Proposal and a redevelopment agreement to the implement the same and, to the extent any statement or representation made herein is not true and correct in all material respects, the Commission may withdraw the Developer's development rights with respect to the implementation of the Proposal and terminate any agreement entered into between the Developer and the Commission regarding the implementation of the _____.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of _____, 200_.

DEVELOPER:

By: _____
Name: _____
Title: _____

Exhibit C

Utilization Plan for Professional Services

(Tax Increment Financing Plan)

(Redeveloper)

State of _____)
County of _____)

Comes now _____, of lawful age and being duly sworn upon his/her oath, states as follows:

1. I am the _____ (position) of Redeveloper and am authorized to make this statement on its behalf. This affidavit is for the purpose of complying with the TIF Commission's Affirmative Action Policy requirements for utilization of Minority/Women Business Enterprises (MBE/WBE), as MBE's and WBE's are defined by the TIF Commission's Affirmative Action Policy, for professional services.

2. The Redeveloper acknowledges and agrees that the aggregate amount it intends to spend on professional services in connection with the implementation of the above-mentioned project is \$ _____.

3. The Human Relations Department has established and the Redeveloper that agrees there should be a minimum of _____ percent (___%) Minority Business Enterprise (MBE) and _____ percent (___%) Women's Business Enterprise (WBE) professional service participation in the above-named project.

4. In order to meet the Utilization Goals for professional services, the following is a true and accurate list of the professional services providers, regardless of tier, with whom Redeveloper intends to contract:

- a. Name of M/WBE Company: _____
Address: _____
Phone Number: _____
Contact Person: _____
I.R.S. No. _____
Race, ethnic origin, or gender _____
Area/Scope of work _____
Dollar amount _____
- b. Name of M/WBE Company: _____
Address: _____
Phone Number: _____
Contact Person: _____
I.R.S. No. _____
Race, ethnic origin, or gender _____
Area/Scope of work _____
Dollar amount _____
- c. Name of M/WBE Company: _____
Address: _____
Phone Number: _____
Contact Person: _____
I.R.S. No. _____
Race, ethnic origin, or gender _____
Area/Scope of work _____
Dollar amount _____
- d. Name of M/WBE Company: _____
Address: _____
Phone Number: _____
Contact Person: _____
I.R.S. No. _____
Race, ethnic origin, or gender _____
Area/Scope of work _____
Dollar amount _____
- e. Name of M/WBE Company: _____
Address: _____
Phone Number: _____

Contact Person: _____
I.R.S. No. _____
Race, ethnic origin, or gender _____
Area/Scope of work _____
Dollar amount _____

DEVELOPER

By: _____
Name: _____

Subscribed and sworn to before me, a Notary Public, this ____ day of _____, 200_.

Notary Public

My Commission expires:

Exhibit D

Utilization Plan for Construction Services

(Tax Increment Financing Plan)

(Redeveloper)

State of _____)

County of _____)

Comes now _____, of lawful age and being duly sworn upon his/her oath, states as follows:

1. I am the _____ (position) of Redeveloper and am authorized to make this statement on its behalf. This affidavit is for the purpose of complying with the TIF Commission's Affirmative Action Policy requirements for utilization of Minority/Women Business Enterprises (MBE/WBE), as MBE's and WBE's are defined by the TIF Commission's Affirmative Action Policy, for construction services.

2. The Redeveloper acknowledges and agrees that the aggregate amount it intends to spend on construction services in connection with the implementation of the above-mentioned project is \$_____.

3. The Human Relations Department has established and the Redeveloper that agrees there should be a minimum of _____ percent (___%) Minority Business Enterprise (MBE) and _____ percent (___%) Women's Business Enterprise (WBE) construction service participation in the above-named project.

4. In order to meet the Utilization Goals for construction services, the following is a true and accurate list of the professional services providers, regardless of tier, with whom Redeveloper intends to contract:

- a. Name of M/WBE Company: _____
Address: _____
Phone Number: _____
Contact Person: _____
I.R.S. No. _____
Race, ethnic origin, or gender _____
Area/Scope of work _____
Dollar amount _____
- b. Name of M/WBE Company: _____
Address: _____
Phone Number: _____
Contact Person: _____
I.R.S. No. _____
Race, ethnic origin, or gender _____
Area/Scope of work _____
Dollar amount _____
- c. Name of M/WBE Company: _____
Address: _____
Phone Number: _____
Contact Person: _____
I.R.S. No. _____
Race, ethnic origin, or gender _____
Area/Scope of work _____
Dollar amount _____
- d. Name of M/WBE Company: _____
Address: _____
Phone Number: _____
Contact Person: _____
I.R.S. No. _____
Race, ethnic origin, or gender _____
Area/Scope of work _____
Dollar amount _____
- e. Name of M/WBE Company: _____
Address: _____
Phone Number: _____

Contact Person: _____
I.R.S. No. _____
Race, ethnic origin, or gender _____
Area/Scope of work _____
Dollar amount _____

DEVELOPER

By: _____
Name: _____

Subscribed and sworn to before me, a Notary Public, this ____ day of _____, 200__.

Notary Public

My Commission expires:

Exhibit E

TEAMING AGREEMENT

THIS TEAMING AGREEMENT, including all Exhibits attached hereto or referenced herein (hereinafter referred to as this **“Agreement”**), is made and entered into this ____ day of ____, 2003, by and between XYZ, a _____ corporation with offices located at _____ (the **“Developer”**) and ABC (**“Independent Contractor”**). The Developer and Independent Contractor are sometimes referred to collectively herein as the **“Parties”** and individually as a **“Party.”**

WHEREAS, the Developer desires to implement a [Redevelopment Plan/Redevelopment Project] pursuant to Sections 99.800-99.865 of the Real Property Tax Increment Allocation Redevelopment Act (the **“TIF Act”**);

WHEREAS, the Tax Increment Financing Commission of Kansas City, Missouri (the **“Commission”**) adopted an Affirmative Action Policy (the **“Policy”**), which requires that a developer of any Redevelopment Plan, Redevelopment Project or Project Improvement exert good faith efforts to utilize Minority-Owned Businesses (**“MBEs”**) and Women-Owned Businesses (**“WBEs”**), which have been certified by the City of Kansas City, Missouri, for Professional Services and Construction Services (as defined in the Policy) in connection with the implementation of any Redevelopment Plan, Redevelopment Project or Public Improvement;

WHEREAS, Independent Contractor is an [MBE/WBE], which has been certified by the City of Kansas City, Missouri;

WHEREAS, pursuant to and in accordance with the Policy, prior to engaging any professional services or construction services in furtherance of any Redevelopment Plan, Redevelopment Project or Public Improvement a developer shall deliver to the Commission an executed Teaming Agreement, which shall demonstrate the developer’s contractual commitment to enter into negotiations with each MBE and WBE the Developer intends to utilize in connection with the implementation of a Redevelopment Plan, Redevelopment Project or Public Improvement; and

WHEREAS, pursuant to and in accordance with the Policy, the Parties wish to enter into this Agreement to demonstrate the Developer’s commitment to utilize the Independent Contractor in connection with the implementation of the _____ [Redevelopment Plan/Redevelopment Project] (the **“Proposed TIF Plan”**);

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual promises and obligations contained herein, the Parties hereby agree as follows:

1. **Definitions.** Capitalized terms set forth herein, which are not defined, shall have the meanings ascribed to them in the Policy.
2. **Developer’s Responsibilities.** The Developer will work with the Commission, and its designated representatives, in good faith in developing a plan to utilize MBEs and WBEs to

provide Professional Services and Construction Services in connection with the implementation of the Proposed Redevelopment Plan, Project or Public Improvement (the "Utilization Plan"), and the Developer shall continue to exert reasonable, good faith efforts toward this objective throughout the approval and implementation of the Proposed TIF Plan, including but not limited to, compliance with Section 9 of this Agreement.

3. Identification of Parties. It is understood that in the Developer's Utilization Plans submitted to the Commission and the Human Relations Department of the City of Kansas City, Missouri, the Developer will identify the Independent Contractor as a certified [MBE/WBE], and describe the respective areas of responsibility of the Independent Contractor in furtherance of the implementation of the Proposed Redevelopment Plan, Project or Public Improvement.
4. Additional MBE and WBE's. Notwithstanding any other provision herein to the contrary, the Developer, in order to meet the Utilization Goals of the Redevelopment Plan, Project or Public Improvement, or otherwise, reserves the right to utilize additional MBEs and WBEs in implementing the Proposed Redevelopment Plan, Project or Public Improvement.
5. Independent Contractor Responsibilities. The Independent Contractor, upon written request by the Developer, will furnish, for incorporation into the Developer's Utilization Plans, all materials, information and data pertinent to the work assigned to the Independent Contractor.
6. Independent Contractor Personnel. Upon the Developer's written request, the Independent Contractor shall make available appropriate management and technical personnel to assist the Developer in any discussions, communications or any public meeting before the Commission relating to the Proposed Redevelopment Plan, Project or Public Improvement.
7. Costs/Limitation of Liability. Except as provided in the Policy, each Party shall bear all costs, expenses, risks and liabilities incurred by it arising out of or relating to its obligations, efforts or performance under this Agreement. In no event shall either Party be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost revenues, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the Parties have been advised of the possibility of such damages or loss.
8. Submissions to the Commission. The Developer shall have the sole right to decide the form and content of all documents submitted to the Commission. The Developer will make reasonable efforts to insure that the Independent Contractor's data is accurately and adequately portrayed, and identified as the Independent Contractor's portion. The Developer will afford the Independent Contractor the opportunity to review, upon request, prior to the submission of the Developer's Application, that portion of the proposal that includes the effort to be performed by the Independent Contractor.
9. Negotiations with Independent Contractors. If, during the term of this Agreement, the Commission approves the Proposed TIF Plan or Project submitted by the Developer and subsequently enters into an agreement for the implementation of the Proposed TIF Plan or Project, the Parties will engage in good faith negotiations toward entering into an agreement

for that portion of the work set forth on Exhibit I of this Agreement, as may be modified by the Parties. Such work shall be performed by the Independent Contractor in accordance with the specifications as set forth on Exhibit I, which may be modified as the Parties may mutually agree, and subject to the stipulation that such an agreement be reached within a reasonable period of time, which shall in no event exceed 120 days from the time the Commission approves the proposed Redevelopment Plan, Project or Public Improvement.

10. Communications with the Commission. Although the Developer is contemplated as the sole interface with the Commission with respect to the implementation of the Proposed Redevelopment Plan, Project or Public Improvement, it is recognized that the Independent Contractor may have continuing relations with the Commission and may be the recipient of inquiries concerning the Proposed Redevelopment Plan, Project or Public Improvement. Therefore, any communications initiated by the Commission directly with the Independent Contractor concerning this Redevelopment Plan, Project or Public Improvement are permissible.
11. Points of Contact. The Parties each will designate one or more individuals within their respective organizations as their representative(s) responsible for directing performance of the Parties' obligations under this Agreement.
12. Proprietary/Confidential Information. In carrying out the terms of this Agreement, it may be necessary for the Parties to provide proprietary and/or confidential information to one another. In such event, the disclosure and use of all proprietary and/or confidential information shall be in accordance with a separate Non-Disclosure Agreement, which shall be in a form substantially similar to Exhibit II, attached hereto (the "**Non-Disclosure Agreement**").
13. Inventions/Patents. Nothing contained in this Agreement shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest, or license in or to the inventions, patents, computer software or software documentation of the other Party.
14. Termination/Expiration. This Agreement shall remain in effect until the first of the following shall occur:
 - a. A decision by the Developer that it does not wish to submit the Proposed Redevelopment Plan, Project or Public Improvement to the Commission for consideration, provided that, such decision is communicated in writing to the Independent Contractor at least 30 days prior to the date of the scheduled public hearing. In the event of the foregoing, the Developer shall be prohibited from participating in the implementation of the Proposed Redevelopment Plan, Project or Public Improvement, in any manner, either independently, or in conjunction with any other Party.
 - b. The termination of the Proposed Redevelopment Plan, Project or Public Improvement or the agreement by and between the Commission and the Developer for the implementation of the Proposed Redevelopment Plan, Project or Public Improvement.
 - c. Inability of the Developer and the Independent Contractor, after negotiating in good faith, as determined by the Commission, for a reasonable period of time, to reach

agreement on the terms and conditions of a contract. If such agreement has not been reached within 120 days from the initiation of negotiations, it will be deemed that the Parties were unable to reach agreement.

- d. Either Party becomes insolvent, is placed into receivership, becomes the subject of proceedings under the laws relating to bankruptcy, the relief of debtors or assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.
 - e. The suspension or debarment of the Independent Contractor as a certified MBE or WBE with the City of Kansas City, Missouri.
15. Survival. The termination or expiration of this Agreement shall not supersede or affect the obligations of the Parties with respect to the protection of Proprietary Information, as set forth in the Non-Disclosure Agreement, which shall survive such termination or expiration and remain in full force and effect.
16. Notices. All notices, certificates, acknowledgments or other written communications (hereinafter referred to as "Notices") required to be given under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Party at its address as follows, or to such other address as either Party may, by written notice, designate to the other. Additionally, Notices sent by any other means (i.e., facsimile, overnight delivery, courier, and the like) are acceptable subject to written confirmation of both the transmission and receipt of the Notice.

Developer

XYZ

Independent Contractor

ABC

Attn: _____

Attn: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

17. Relationship of Parties. This Agreement is not intended by the Parties to constitute or create a joint venture, limited liability company, pooling arrangement, partnership, or other formal business organization of any kind, other than a team arrangement, and the rights and obligations of the Parties shall be only those expressly set forth herein. Neither Party shall have authority to bind the other except to the extent expressly authorized herein. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out

of the efforts of either or both Parties. It is also understood that no division of markets is attempted by this Agreement.

18. Assignment. This Agreement may not be assigned, novated or otherwise transferred by operation of law or otherwise by either Party without the prior written consent of the other Party. Any change of control of a Party shall be deemed an assignment of this Agreement that requires the prior written consent of the other Party. For purposes of this Agreement, "change of control" means any merger, consolidation, sale of all or substantially all of the assets or sale of a substantial block of stock, of a Party. Any such assignment, novation or transfer by one Party not in accordance with this provision shall be a material breach of this Agreement and shall be grounds for immediate termination thereof by the non-breaching Party, in addition to any other remedies that may be available at law or in equity to the non-breaching Party.
19. Modifications/Non -Waiver of Rights. This Agreement shall not be amended, modified or extended, nor shall any waiver of any right hereunder be effective, unless set forth in a document executed by duly authorized representatives of both Parties, specifically referencing the provision of this Agreement to be amended, modified, extended or waived. The failure of either Party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be construed or deemed as a waiver of the right to assert any of the same at any time thereafter.
20. Commission's Right to Negotiate. Nothing herein is intended to affect the rights of the Commission to negotiate directly with the Developer on any basis the Commission may desire.
21. Entire Agreement. This Agreement, including any and all Exhibits hereto which are incorporated herein by reference, constitutes the entire agreement and understanding between the Parties hereto, and supersedes and replaces any and all previous or contemporaneous understandings, commitments, agreements, proposals or representations of any kind, whether oral or written, relating to the subject matter hereof.
22. Severability. If any term, condition or provision of this Agreement is held or finally determined to be void, invalid, illegal, or unenforceable in any respect, in whole or in part, such term, condition or provision shall be severed from this Agreement, and the remaining terms, conditions and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.
23. Governing Law. This Agreement shall be governed by and construed, enforced and interpreted under the laws of Missouri, without regard to its laws relating to conflict or choice of laws. Any dispute, claim, action or suit arising out of or relating to this Agreement may only be brought exclusively in a court of competent jurisdiction in Missouri.
24. Headings. The headings and titles of the various sections of this Agreement are intended solely for convenience of reference and are not intended to define, limit, explain, expand, modify or place any construction on any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties represent and warrant that this Agreement is executed by duly authorized representatives of each Party as set forth below on the date first stated above.

Developer

By: _____

Name: _____

Title: _____

Date: _____

Independent Contractor

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT I

SCOPE OF WORK

EXHIBIT II

NON-DISCLOSURE AGREEMENT

This is an Agreement, effective _____, between XYZ (hereinafter referred to as "**Developer**") and ABC (hereinafter referred to as "**Independent Contractor**"). It is recognized that it may be necessary or desirable to exchange information between the **Developer** and **Independent Contractor** for the purpose of teaming in pursuit of the implementation of the _____ Redevelopment Plan.

It may be necessary for either Party to provide proprietary information to the other. With respect to such information, the Parties agree as follows:

- (1) "Proprietary Information" shall include, but not be limited to, performance, sales, financial, contractual and special marketing information, ideas, technical data and concepts originated by the disclosing Party, not previously published or otherwise disclosed to the general public, not previously available without restriction to the receiving Party or others, nor normally furnished to others without compensation, and which the disclosing Party desires to protect against unrestricted disclosure or competitive use, and which is furnished pursuant to this Non-Disclosure Agreement and appropriately identified as being proprietary when furnished.
- (2) In order for proprietary information disclosed by one Party to the other to be protected in accordance with this Non-Disclosure Agreement, it must be: (a) in writing; (b) clearly identified as proprietary information at the time of its disclosure by each page thereof being marked with an appropriate legend indicating that the information is deemed proprietary by the disclosing Party; and (c) delivered by letter of transmittal to the individual designated in Paragraph 3 below, or his designee. Where the proprietary information has not been or cannot be reduced to written form at the time of disclosure and such disclosure is made orally and with prior assertion of proprietary rights therein, such orally disclosed proprietary information shall only be protected in accordance with this Non-Disclosure Agreement provided that complete written summaries of all proprietary aspects of any such oral disclosures shall have been delivered to the individual identified in Paragraph 3 below, within 20 calendar days of said oral disclosures. Neither Party shall identify information as proprietary which is not in good faith believed to be confidential, privileged, a trade secret, or otherwise entitled to such markings or proprietary claims.

- (3) In order for either Party's proprietary information to be protected as described herein, it must be submitted in written form as set forth in Paragraph (2) above to the individuals identified below:

XYZ

ABC

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

FAX No.: _____

FAX No.: _____

- (4) Each Party covenants and agrees that it will, notwithstanding that this Non-Disclosure Agreement may have terminated or expired, keep in confidence, and prevent the disclosure to any person or persons outside its organization or to any unauthorized person or persons, any and all information which is received from the other under this Non-Disclosure Agreement and has been protected in accordance with paragraphs 2 and 3 hereof; provided however, that a receiving Party shall not be liable for disclosure of any such information if the same:

- A. Was in the public domain at the time it was disclosed, or
- B. Becomes part of the public domain without breach of this Agreement, or
- C. Is disclosed with the written approval of the other Party, or
- D. Is disclosed after 3 years from receipt of the information, or
- E. Was independently developed by the receiving Party, or
- F. Is or was disclosed by the disclosing Party to a third Party without restriction, or
- G. Is disclosed pursuant to the provisions of a court order.

As between the Parties hereto, the provisions of this Paragraph 4 shall supersede the provisions of any inconsistent legend that may be affixed to said data by the disclosing Party, and the inconsistent provisions of any such legend shall be without any force or effect.

Any protected information provided by one Party to the other shall be used only in furtherance of the purposes described in this Agreement, and shall be, upon request at any time, returned to the disclosing Party. If either Party loses or makes unauthorized disclosure of the other Party's protected information, it shall notify such other Party immediately and

take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.

- (5) The standard of care for protecting Proprietary Information imposed on the Party receiving such information, will be that degree of care the receiving Party uses to prevent disclosure, publication or dissemination of its own proprietary information.
- (6) Neither Party shall be liable for the inadvertent or accidental disclosure of Proprietary Information if such disclosure occurs despite the exercise of the same degree of care as such Party normally takes to preserve its own such data or information.
- (7) In providing any information hereunder, each disclosing Party makes no representations, either express or implied, as to the information's adequacy, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such information, nor shall either Party incur any liability or obligation whatsoever by reason of such information, except as provided under Paragraph 4, hereof.
- (8) Notwithstanding the termination or expiration of any Teaming Agreement executed in conjunction with this Agreement, the obligations of the Parties with respect to proprietary information shall continue to be governed by this Non-Disclosure Agreement.
- (9) This Non-Disclosure Agreement contains the entire agreement relative to the protection of information to be exchanged hereunder, and supersedes all prior or contemporaneous oral or written understandings and agreements regarding this issue. This Non-Disclosure Agreement shall not be modified or amended, except in a written instrument executed by the Parties.
- (10) Nothing contained in this Non-Disclosure Agreement shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest, or license in or to the inventions, patents, technical data, computer software, or software documentation of the other Party.
- (11) Nothing contained in this Non-Disclosure Agreement shall grant to either Party the right to make commitments of any kind for or on behalf of any other Party without the prior written consent of that other Party.
- (12) The effective date of this Non-Disclosure Agreement shall be the date stipulated at the beginning of this Agreement.
- (13) This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the Parties represent and warrant that this Agreement is executed by duly authorized representatives of each Party as set forth below on the date first stated above.

XYZ

Name: _____

Title: _____

Address: _____

Telephone No.: _____

FAX No.: _____

ABC

Name: _____

Title: _____

Address: _____

Telephone No.: _____

FAX No.: _____

Exhibit 14

Definitions

I. DEFINITIONS

As used in this Tax Increment Financing Plan, the following terms shall have the following meanings:

- A. "Act," the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et. seq., Revised Statutes of Missouri, as amended.
- B. "Blighted area," an area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use.
- C. "City," City of Kansas City, Missouri.
- D. "Commission," the Tax Increment Financing Commission of Kansas City, Missouri.
- E. "Economic Activity Taxes," the total additional revenue from taxes which are imposed by a municipality and other taxing districts, and which are generated by economic activities within a redevelopment area over the amount of such taxes generated by economic activities within such redevelopment area in the calendar year prior to the adoption of the ordinance designating such a redevelopment area, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500, RSMo., taxes levied for the purpose of public transportation pursuant to Section 94.660, RSMo., licenses, fees or special assessments other than Payments in Lieu of Taxes and interest and penalties thereon. For redevelopment projects or redevelopment plans approved after December 23, 1997, if a retail establishment relocates within one (1) year from one facility to another facility within the same county and the governing body of the municipality finds that the relocation is a direct beneficiary of tax increment financing, then for purposes of this definition the economic activity taxes generated by the retail establishment shall equal the total additional revenues from economic activity taxes which are imposed by a municipality or other taxing district over the amount of economic activity taxes generated by the retail establishment in the calendar year prior to its relocation to the redevelopment area. For redevelopment plans or projects approved by ordinance that result in net new jobs from the relocation of a national headquarters from another state to the area of the redevelopment project, the economic activity taxes and new state tax revenues shall not be based on a calculation of the incremental increase in taxes as compared to the base year or prior calendar year for such redevelopment project, rather the incremental increase shall be the amount of total taxes generated from the net new jobs brought in by the national headquarters from another state.

- F. "Gambling Establishment," an excursion gambling boat as defined in section 313.800, RSMo., and any related business facility including any real property improvements which are directly and solely related to such business facility, whose sole purpose is to provide goods or services to an excursion gambling boat and whose majority ownership interest is held by a person licensed to conduct gambling games on an excursion gambling boat or licensed to operate an excursion gambling boat as provided in Sections 313.800 to 313.850, RSMo.
- G. "Obligations," bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the City, or by any other appropriate issuer, approved by the City, to pay or reimburse all or any portion of the Redevelopment Project Costs or to otherwise carry out a redevelopment project or to fund outstanding obligations.
- H. "Ordinance," an ordinance enacted by the governing body of a city, town, or village or a county or an order of the governing body of a county whose governing body is not authorized to enact ordinances.
- I. "Payment in Lieu of Taxes," those estimated revenues from real property in the area selected for a redevelopment project, which revenues according to the redevelopment project or plan are to be used for a private use, which taxing districts would have received had a Municipality not adopted tax increment allocation financing, and which would result from levies made after the time of the adoption of tax increment allocation financing during the time the current equalized value of real property in the project area exceeds the total initial equalized value of real property in such area until the designation is terminated pursuant to subsection 2 of Section 99.850. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate of the Redevelopment Project from which they are derived, the lien of which may be foreclosed in the same manner as a special assessment lien as provided in Section 88.861 RSMo.
- J. "Project Improvements," those development activities undertaken within the Redevelopment Area intended to accomplish the objectives of the Redevelopment Plan.
- K. "Redeveloper," the business organization or other entity selected by the Commission to implement the Redevelopment Plan, or a Redevelopment Project (s)
- L. "Redevelopment Agreement," the agreement between the Commission and Redeveloper for the implementation of the Redevelopment Plan.
- M. "Redevelopment Area," the real property legally described on Exhibit 2.
- N. "Redevelopment Plan" or "Plan," The Southtown Corridor/31st & Baltimore Tax Increment Financing Plan.
- O. "Redevelopment Project," any development project located within the Redevelopment Area that is in furtherance of the objectives of the Redevelopment Plan and that is approved pursuant to the Act.

- P. "Redevelopment Project Area," the area selected for a specific redevelopment project.
- Q. "Redevelopment Project Costs" include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, any such costs incidental to the Redevelopment Plan and/or a Redevelopment Project. Such costs include, but are not limited to the following:
1. Costs of studies, surveys, plans and specifications;
 2. Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services. Except the reasonable costs incurred by the commission established in section 99.820 for the administration of sections 99.800 to 99.865, such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Redevelopment Plan or a Redevelopment Project;
 3. Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
 4. Costs of rehabilitation, reconstruction, repair or remodeling of existing buildings and fixtures;
 5. Cost of construction of public works or improvements;
 6. Financing costs, including, but not limited to all necessary and incidental expenses related to the issuance of Obligations, and which may include payment of interest on any Obligations issued hereunder accruing during the estimated period of construction of any Redevelopment Project for which such Obligations are issued and for not more than eighteen months thereafter, and including reasonable reserves related thereto;
 7. All or a portion of a taxing district's capital cost resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and Redevelopment Project, to the extent the municipality by written agreement accepts and approves such costs;
 8. Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law;
 9. Payments in lieu of taxes.
- R. "Special Allocation Fund," the fund maintained by the City or the Commission, which contains at least two (2) separate segregated accounts for the Redevelopment Plan, maintained by the treasurer of the City or the treasurer of the Commission into which payments in lieu of taxes and other revenues are deposited in the other account.

- S. "Tax Increment Financing," tax increment allocation financing as provided pursuant to Chapter 99.800, et seq. RSMo.
- T. "Taxing Districts," any political subdivision of Missouri located wholly or partially within the Redevelopment Area having the power to levy taxes.
- U. "TIF Revenue," Payments in Lieu of Taxes and Economic Activity Taxes.

Exhibit 15A
Cost-Benefit Analysis



Memo

To: Jenna Wilkinson, Development Services
From: David Macoubrie, Development Services
Date: November 9, 2009
Re: Metro Plaza Cost Benefit Analysis

Jenna,

I have completed the cost/benefit model for the proposed Metro Plaza shopping center. In completing the analysis, I have reviewed the assumptions that were submitted.

Please find below a summary of the results. In addition, I am attaching copies of the cost/benefit summary pages for your review.

Taxing Jurisdiction	Net Economic Benefits vs. Public Costs	Net Public Revenues vs. Public Costs
Kansas City, Mo	\$111,424,768	\$4,762,501
Jackson County	\$117,477,486	\$1,290,223
Kansas City SD		\$318,425
Library		\$28,879

Summary of Costs and Benefits
Analysis
11/03/09

	Construction Period Single Year	Additional Years	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
I. Kansas City Impacts														
Total Economic Benefits														
Construction	\$2,438,359	\$0												
Operations			\$1,947,845	\$3,687,643	\$3,810,695	\$4,254,209	\$4,705,801	\$4,748,303	\$4,769,544	\$4,812,911	\$4,856,456	\$4,901,465	\$4,946,191	\$4,992,204
Offsite Employee Effects			\$61,177	\$163,487	\$197,506	\$227,447	\$258,278	\$262,676	\$265,481	\$268,318	\$271,187	\$274,089	\$277,024	\$279,992
Secondary Effects			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Visitor Impacts			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Economic Benefits	\$2,438,359	\$0	\$2,009,022	\$3,851,130	\$4,008,201	\$4,481,657	\$4,964,079	\$5,010,979	\$5,035,025	\$5,081,228	\$5,127,643	\$5,175,554	\$5,223,215	\$5,272,196
Total Public Revenues														
Construction	\$45,793	\$0												
Operations			\$476,599	\$498,139	\$498,828	\$503,227	\$507,248	\$508,054	\$507,741	\$508,572	\$509,155	\$510,772	\$511,671	\$513,418
Offsite Employee Effects			\$1,397	\$7,513	\$14,563	\$17,012	\$19,819	\$21,832	\$22,229	\$22,633	\$23,046	\$23,466	\$23,885	\$24,332
Secondary Effects			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Visitor Impacts			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Public Revenues	\$45,793	\$0	\$477,996	\$505,651	\$513,392	\$520,239	\$527,067	\$529,886	\$529,970	\$531,205	\$532,201	\$534,238	\$535,566	\$537,750
Total Public Costs														
Construction	\$8,117	\$0												
Operations			\$238,009	\$263,063	\$269,586	\$276,897	\$283,682	\$285,318	\$286,274	\$287,973	\$288,957	\$290,721	\$291,734	\$293,566
Offsite Employee Effects			\$9,700	\$25,321	\$29,713	\$34,193	\$38,764	\$39,169	\$39,579	\$39,992	\$40,410	\$40,833	\$41,260	\$41,691
Secondary Effects			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Visitor Impacts			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Public Costs	\$8,117	\$0	\$247,710	\$288,384	\$299,299	\$311,090	\$322,446	\$324,487	\$325,853	\$327,965	\$329,367	\$331,554	\$332,993	\$335,257
NET ECONOMIC BENEFITS														
vs. PUBLIC COSTS	\$2,430,243	\$0	\$1,761,312	\$3,562,746	\$3,708,903	\$4,170,567	\$4,641,633	\$4,686,492	\$4,709,172	\$4,753,263	\$4,798,276	\$4,844,000	\$4,890,221	\$4,936,939
NET PUBLIC REVENUES														
vs. PUBLIC COSTS	\$37,676	\$0	\$230,287	\$217,267	\$214,093	\$209,149	\$204,621	\$205,399	\$204,117	\$203,240	\$202,834	\$202,684	\$202,573	\$202,493

Summary of Costs and Benefits
Analysis
11/03/09

Metro Plaza

	2022 Year 13	2023 Year 14	2024 Year 15	2025 Year 16	2026 Year 17	2027 Year 18	2028 Year 19	2029 Year 20	2030 Year 21	2031 Year 22	2032 Year 23	Total
I. Kansas City Impacts												
Total Economic Benefits												
Construction												
Operations	\$5,087,898	\$5,084,917	\$5,131,556	\$5,179,558	\$5,227,147	\$5,276,154	\$5,324,712	\$5,374,747	\$5,424,293	\$5,475,378	\$5,525,934	\$2,438,359
Offsite Employee Effects	\$282,994	\$286,031	\$289,102	\$292,208	\$295,350	\$298,527	\$301,742	\$304,993	\$308,282	\$311,608	\$314,974	\$110,495,561
Secondary Effects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,092,472
Visitor Impacts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Economic Benefits	\$5,320,892	\$5,370,947	\$5,420,658	\$5,471,766	\$5,522,497	\$5,574,682	\$5,626,454	\$5,679,740	\$5,732,575	\$5,786,987	\$5,840,908	\$119,026,392
Total Public Revenues												
Construction												
Operations	\$514,403	\$516,266	\$517,296	\$519,233	\$520,295	\$522,309	\$523,404	\$525,500	\$526,628	\$528,809	\$529,972	\$45,793
Offsite Employee Effects	\$24,777	\$25,232	\$25,695	\$26,167	\$26,648	\$27,139	\$27,639	\$28,150	\$28,670	\$29,201	\$29,741	\$11,797,536
Secondary Effects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$520,797
Visitor Impacts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Public Revenues	\$539,181	\$541,497	\$542,991	\$545,399	\$546,943	\$549,448	\$551,043	\$553,649	\$555,298	\$558,009	\$559,713	\$12,364,126
Total Public Costs												
Construction												
Operations	\$294,608	\$296,513	\$297,586	\$299,565	\$300,669	\$302,727	\$303,864	\$306,003	\$307,175	\$309,400	\$310,606	\$8,117
Offsite Employee Effects	\$42,127	\$42,567	\$43,012	\$43,462	\$43,916	\$44,375	\$44,839	\$45,307	\$45,781	\$46,260	\$46,743	\$6,684,495
Secondary Effects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$909,013
Visitor Impacts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Public Costs	\$336,735	\$339,080	\$340,598	\$343,026	\$344,585	\$347,102	\$348,703	\$351,311	\$352,956	\$355,659	\$357,349	\$7,601,625
NET ECONOMIC BENEFITS												
vs. PUBLIC COSTS	\$4,984,157	\$5,031,868	\$5,080,060	\$5,128,740	\$5,177,911	\$5,227,580	\$5,277,751	\$5,328,429	\$5,379,619	\$5,431,327	\$5,483,558	\$111,424,768
NET PUBLIC REVENUES												
vs. PUBLIC COSTS	\$202,446	\$202,417	\$202,393	\$202,373	\$202,358	\$202,346	\$202,340	\$202,338	\$202,342	\$202,350	\$202,364	\$4,762,501

Summary of Costs and Benefits
Analysis
11/03/09

IV. Jackson County Impacts
Total Economic Benefits

Construction Period		Operating Period											
Single Year	Additional Years	2010 Year 1	2011 Year 2	2012 Year 3	2013 Year 4	2014 Year 5	2015 Year 6	2016 Year 7	2017 Year 8	2018 Year 9	2019 Year 10	2020 Year 11	2021 Year 12
\$2,280,100	\$0	---	---	---	---	---	---	---	---	---	---	---	---
	---	\$1,708,515	\$3,430,035	\$3,475,475	\$3,914,512	\$4,361,692	\$4,403,595	\$4,419,602	\$4,462,353	\$4,505,384	\$4,549,377	\$4,593,704	\$4,638,859
	---	\$157,247	\$426,058	\$501,693	\$575,272	\$643,590	\$651,151	\$657,780	\$664,479	\$671,247	\$678,085	\$684,995	\$691,976
	---	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$2,280,100	\$0	\$1,865,762	\$3,856,093	\$3,977,168	\$4,489,783	\$5,005,281	\$5,054,745	\$5,077,383	\$5,126,832	\$5,176,631	\$5,227,662	\$5,278,699	\$5,330,835
\$8,750	\$0	---	---	---	---	---	---	---	---	---	---	---	---
	---	\$143,220	\$146,390	\$146,089	\$145,915	\$145,430	\$145,540	\$145,012	\$145,129	\$145,099	\$145,799	\$145,998	\$146,785
	---	\$1,171	\$5,692	\$10,783	\$12,451	\$14,235	\$15,503	\$15,776	\$16,054	\$16,338	\$16,627	\$16,922	\$17,223
	---	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$8,750	\$0	\$144,391	\$152,082	\$156,872	\$158,366	\$159,665	\$161,043	\$160,788	\$161,183	\$161,437	\$162,426	\$162,920	\$164,008
\$3,377	\$0	---	---	---	---	---	---	---	---	---	---	---	---
	---	\$81,416	\$88,297	\$90,147	\$92,494	\$94,422	\$95,246	\$95,595	\$96,457	\$96,818	\$97,719	\$98,094	\$99,036
	---	\$2,323	\$6,402	\$7,331	\$8,497	\$9,467	\$9,566	\$9,666	\$9,767	\$9,869	\$9,972	\$10,076	\$10,181
	---	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$3,377	\$0	\$83,739	\$94,699	\$97,479	\$100,992	\$103,888	\$104,812	\$105,260	\$106,223	\$106,687	\$107,691	\$108,170	\$109,217
\$2,276,724	\$0	\$1,782,024	\$3,761,394	\$3,879,690	\$4,388,792	\$4,901,393	\$4,949,933	\$4,972,122	\$5,020,609	\$5,069,944	\$5,119,972	\$5,170,529	\$5,221,618
\$5,374	\$0	\$60,652	\$57,383	\$59,394	\$57,375	\$55,777	\$56,231	\$55,527	\$54,960	\$54,750	\$54,736	\$54,751	\$54,791

Summary of Costs and Benefits
Analysis
11/03/09

Metro Plaza

2022 Year 13	2023 Year 14	2024 Year 15	2025 Year 16	2026 Year 17	2027 Year 18	2028 Year 19	2029 Year 20	2030 Year 21	2031 Year 22	2032 Year 23	Total
IV. Jackson County Impacts											
Total Economic Benefits											
Construction											
Operations	\$4,683,925	\$4,730,047	\$4,776,039	\$4,823,116	\$4,870,041	\$4,918,092	\$5,015,016	\$5,063,865	\$5,113,929	\$5,163,770	\$2,280,100
Offsite Employee Effects	\$699,029	\$706,157	\$713,358	\$720,634	\$727,986	\$735,414	\$750,504	\$758,168	\$765,911	\$773,735	\$102,587,112
Secondary Effects											\$15,097,389
Visitor Impacts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Economic Benefits	\$5,382,955	\$5,436,204	\$5,489,397	\$5,543,750	\$5,598,027	\$5,653,506	\$5,765,520	\$5,822,033	\$5,879,840	\$5,937,505	\$119,964,601
Total Public Revenues											
Construction											
Operations	\$147,039	\$147,900	\$148,178	\$149,082	\$149,373	\$150,322	\$151,623	\$151,942	\$152,989	\$153,322	\$8,750
Offsite Employee Effects	\$17,529	\$17,841	\$18,159	\$18,483	\$18,813	\$19,150	\$19,494	\$20,200	\$20,564	\$20,934	\$3,398,803
Secondary Effects											\$369,784
Visitor Impacts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Public Revenues	\$164,568	\$165,741	\$166,337	\$167,565	\$168,186	\$169,473	\$171,467	\$172,142	\$173,552	\$174,256	\$3,777,338
Total Public Costs											
Construction											
Operations	\$99,424	\$100,409	\$100,811	\$101,842	\$102,259	\$103,337	\$104,897	\$105,346	\$106,526	\$106,992	\$3,377
Offsite Employee Effects	\$10,288	\$10,395	\$10,504	\$10,614	\$10,725	\$10,837	\$11,065	\$11,180	\$11,297	\$11,415	\$2,261,353
Secondary Effects											\$222,386
Visitor Impacts											
Total Public Costs	\$109,712	\$110,804	\$111,315	\$112,455	\$112,984	\$114,174	\$115,962	\$116,527	\$117,823	\$118,407	\$2,487,115
NET ECONOMIC BENEFITS											
vs. PUBLIC COSTS	\$5,273,243	\$5,325,400	\$5,378,082	\$5,431,294	\$5,485,043	\$5,539,333	\$5,649,559	\$5,705,506	\$5,762,017	\$5,819,097	\$117,477,486
NET PUBLIC REVENUES											
vs. PUBLIC COSTS	\$54,856	\$54,937	\$55,021	\$55,110	\$55,202	\$55,299	\$55,505	\$55,615	\$55,729	\$55,849	\$1,290,223

Summary of Costs and Benefits
Analysis
11/03/09

VII. School District Impacts
Total Public Revenues

Construction Period Single Additional Year Years	Operating Period											
	2010 Year 1	2011 Year 2	2012 Year 3	2013 Year 4	2014 Year 5	2015 Year 6	2016 Year 7	2017 Year 8	2018 Year 9	2019 Year 10	2020 Year 11	2021 Year 12
Construction	\$0	\$0	---	---	---	---	---	---	---	---	---	---
Operations	\$81,193	\$97,525	\$110,965	\$109,994	\$107,538	\$108,032	\$106,353	\$106,881	\$106,783	\$110,330	\$111,422	\$115,414
Offsite Employee Effects	\$0	\$1,455	\$2,043	\$2,086	\$2,130	\$3,756	\$3,835	\$3,915	\$3,998	\$4,082	\$4,167	\$4,255
State Revenue per Pupil	\$0	\$0	\$0	\$0	\$4,616	\$4,662	\$4,709	\$4,756	\$4,803	\$4,852	\$4,900	\$4,949
Total Public Revenues	\$81,193	\$99,980	\$113,008	\$112,080	\$114,284	\$116,450	\$114,897	\$115,553	\$115,584	\$119,264	\$120,489	\$124,618

Total Public Costs

Construction	---	---	---	---	---	---	---	---	---	---	---	---
Operations	\$77,050	\$77,855	\$78,669	\$81,876	\$82,732	\$86,105	\$87,005	\$90,552	\$91,498	\$95,228	\$96,224	\$100,146
Offsite Employee Effects	\$0	\$0	\$0	\$0	\$9,024	\$9,114	\$9,205	\$9,297	\$9,390	\$9,484	\$9,579	\$9,675
State Cost per Pupil	\$0	\$0	\$0	\$0	\$4,616	\$4,662	\$4,709	\$4,756	\$4,803	\$4,852	\$4,900	\$4,949
Total Public Costs	\$77,050	\$77,855	\$78,669	\$81,876	\$96,372	\$99,881	\$100,919	\$104,605	\$105,692	\$109,564	\$110,703	\$114,770

NET PUBLIC REVENUES
vs. PUBLIC COSTS

\$0	\$4,144	\$21,125	\$34,339	\$30,204	\$17,912	\$16,569	\$13,978	\$10,948	\$9,892	\$9,700	\$9,786	\$9,848
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VIII. Special District Impacts
Total Public Revenues

Construction	\$0	---	---	---	---	---	---	---	---	---	---	---
Operations	\$7,284	\$8,828	\$10,087	\$9,995	\$9,751	\$9,797	\$9,626	\$9,676	\$9,654	\$9,989	\$10,079	\$10,457
Offsite Employee Effects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Public Revenues	\$7,284	\$8,828	\$10,087	\$9,995	\$9,751	\$9,797	\$9,626	\$9,676	\$9,654	\$9,989	\$10,079	\$10,457

Total Public Costs

Construction	\$0	---	---	---	---	---	---	---	---	---	---	---
Operations	\$7,284	\$7,360	\$7,437	\$7,740	\$7,821	\$8,140	\$8,225	\$8,560	\$8,650	\$9,003	\$9,097	\$9,467
Offsite Employee Effects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Public Costs	\$7,284	\$7,360	\$7,437	\$7,740	\$7,821	\$8,140	\$8,225	\$8,560	\$8,650	\$9,003	\$9,097	\$9,467

NET PUBLIC REVENUES
vs. PUBLIC COSTS

\$0	\$1,468	\$2,450	\$2,650	\$2,255	\$1,929	\$1,657	\$1,401	\$1,116	\$1,004	\$987	\$983	\$989
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Summary of Costs and Benefits
Analysis
11/03/09

Metro Plaza

2022 Year 13	2023 Year 14	2024 Year 15	2025 Year 16	2026 Year 17	2027 Year 18	2028 Year 19	2029 Year 20	2030 Year 21	2031 Year 22	2032 Year 23	Total
VII. School District Impacts											
Total Public Revenues											
Construction	---	---	---	---	---	---	---	---	---	---	\$0
Operations	\$116,793	\$121,168	\$122,671	\$127,267	\$128,840	\$133,668	\$138,840	\$142,109	\$147,438	\$149,240	\$2,737,336
Offsite Employee Effects	\$4,344	\$4,436	\$4,529	\$4,624	\$4,721	\$4,821	\$4,922	\$5,025	\$5,131	\$5,239	\$88,863
State Revenue per Pupil	\$4,999	\$5,048	\$5,099	\$5,150	\$5,201	\$5,253	\$5,305	\$5,413	\$5,467	\$5,521	\$96,064
Total Public Revenues	\$126,136	\$130,652	\$132,299	\$137,041	\$138,762	\$143,742	\$146,542	\$152,652	\$158,144	\$160,111	\$2,922,253
Total Public Costs											
Construction	---	---	---	---	---	---	---	---	---	---	\$0
Operations	\$101,193	\$105,318	\$106,419	\$110,758	\$111,915	\$116,478	\$117,695	\$122,493	\$128,820	\$130,166	\$2,319,957
Offsite Employee Effects	\$9,772	\$9,869	\$9,968	\$10,068	\$10,168	\$10,270	\$10,373	\$10,477	\$10,581	\$10,687	\$187,797
State Cost per Pupil	\$4,999	\$5,048	\$5,099	\$5,150	\$5,201	\$5,253	\$5,305	\$5,413	\$5,467	\$5,521	\$96,064
Total Public Costs	\$115,963	\$120,236	\$121,486	\$125,975	\$127,285	\$132,001	\$133,374	\$138,329	\$144,973	\$146,482	\$2,603,828
NET PUBLIC REVENUES	\$10,173	\$10,416	\$10,813	\$11,066	\$11,477	\$11,741	\$12,168	\$12,442	\$13,170	\$13,629	\$318,425
VIII. Special District Impacts											
Total Public Revenues											
Construction	---	---	---	---	---	---	---	---	---	---	\$0
Operations	\$10,573	\$10,987	\$11,115	\$11,550	\$11,694	\$12,140	\$12,281	\$12,908	\$13,412	\$13,566	\$248,201
Offsite Employee Effects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Public Revenues	\$10,573	\$10,987	\$11,115	\$11,550	\$11,694	\$12,140	\$12,281	\$12,908	\$13,412	\$13,566	\$248,201
Total Public Costs											
Construction	---	---	---	---	---	---	---	---	---	---	\$0
Operations	\$9,566	\$9,956	\$10,061	\$10,471	\$10,590	\$11,011	\$11,127	\$11,580	\$11,701	\$12,305	\$219,322
Offsite Employee Effects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Public Costs	\$9,566	\$9,956	\$10,061	\$10,471	\$10,590	\$11,011	\$11,127	\$11,580	\$11,701	\$12,305	\$219,322
NET PUBLIC REVENUES	\$1,007	\$1,031	\$1,055	\$1,079	\$1,104	\$1,129	\$1,155	\$1,180	\$1,207	\$1,261	\$28,879

Exhibit 16A

Evidence of Financing

FINANCING LETTER



September 30, 2009

Metro Plaza LLC
1801 E. 63rd Street
Kansas City, MO 64130
Attn: Barry Pener and David Pener

Re: Metro Plaza Shopping Center

Dear Barry and David:

Thank you for meeting with us to discuss your plans for redeveloping the Metro Plaza Shopping Center located on the north side of 63rd Street at the intersection of 63rd Street and Bushman Drive.

Based on our discussions and the information you provided to us, it is our understanding that your proposed redevelopment of the Shopping Center will include, among other things, storm and sanitary sewer improvements, parking lot improvements, refurbishment of the interior space and substantial renovations to the exterior of the Shopping Center. You have advised us that you are proposing to amend the existing Southtown Corridor/31st and Baltimore Tax Increment Financing Plan by modifying the redevelopment project proposed for Project Area H (the "Shopping Center") and that your proposed redevelopment of the Shopping Center is contingent upon approval of your proposed amendment and tax increment financing for the project.

We have reviewed the preliminary information that you provided to us regarding the project and we are pleased to provide you with this letter serving as an indication of our interest in providing approximately \$5,500,000 in financing for the redevelopment of the Metro Plaza Shopping Center. Our interest in financing the project is conditioned upon completing our normal underwriting and loan approval process. This interest could also be subject to future financial market conditions.

We look forward to working with you on this project.

Sincerely,



Michael R. Dumm
Vice President

MRD/clh

2001 Shawnee Mission Parkway • Mission Hills, KS 66205 • 913.677.2001 • www.gbrecap.com

Exhibit 17

“But For TIF” Analysis

Consulting Service

Metro Plaza Shopping Center Request for Incentive

Project Area H – Southtown TIF Plan

1610-1670 East 63rd St

But For Analysis

Kansas City, Missouri 64110

PREPARED FOR:

Jenna M. Wilkinson

Economic Development Corporation

Of Kansas City, Missouri

11100 Walnut, Suite 1700

Kansas City, Missouri 64106

EFFECTIVE DATE OF THE ASSIGNMENT:

July 24, 2009

INTEGRA REALTY RESOURCES KANSAS CITY

FILE NUMBER: 119-2009-0368

July 24, 2009

Jenna M. Wilkinson
Economic Development Corporation
Of Kansas City, Missouri
1100 Walnut, Suite 1700
Kansas City, Missouri 64106

RE: **Consulting Service: Review of Financial Incentives**
1610-1670 East 63rd St
Request for Incentives
Kansas City, Missouri 64110
INTEGRA REALTY RESOURCES KANSAS CITY FILE NO.: 119-2009-0368

Dear Ms. Wilkinson:

Pursuant to your authorization, we have completed a consulting service relating to the above-captioned redevelopment project. This consulting service has been completed in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Standards of Professional Practice of the Appraisal Institute. This is neither an appraisal nor a feasibility study. It is a limiting condition of this consulting assignment that it be used only by the EDC and its respective agencies, and only to assist the Economic Development Corporation of Kansas City and the City of Kansas City, Missouri in evaluating the aforementioned redevelopment project. This is neither an appraisal nor a feasibility study. *The users of this consulting assignment are cautioned that the financial markets are highly volatile and there are no current transactions for this property type from which a benchmark investor yield or IRR can be extracted. This analysis uses market data existing prior to the economic crisis which has expanded beyond the financial markets to affect the global economy.* The effective date of our consulting service is July 24, 2009. All pertinent exhibits to this assignment and our qualifications are included in the report.

The subject is a neighborhood shopping center located at 63rd and Bushman Street in Kansas City, Missouri. The existing improvements consist of 94,800 square feet of retail space, which includes a grocery anchor, in line retail space and a bank pad. The center is approximately 80% leased. The developer, Metro Plaza, LLC, is proposing to complete a redevelopment of the site that will include infrastructure improvements, parking lot and sidewalk repairs and additions, lighting upgrades, utility relocations and substantial renovations and upgrades to the interior and exterior of the current shopping center. Additionally, the developer expects to enclose a breezeway, adding 3,100 square feet so that the total square footage of the property will be 97,900 square feet. The total project cost is

estimated at \$6,147,200 including the acquisition price of approximately \$1.25 million, which was comprised of a \$725,000 cash payment and assumption of a \$514,500 note. The project is located within a designated TIF district known as "Southtown Project Area H." The TIF district was activated in 2004, with eligible revenues being collected from 2005 until 2027. This report explores the incentive available through Tax Increment Financing (TIF).

Our financial analysis in the following pages will demonstrate that by the measure typically employed for private development, the project does not generate adequate cash flow. On the basis of the projections provided by the developer and our independent analysis, the project generates a yield, or IRR, of 4.75% without incentive, 6.89% with a ten year tax abatement and 12.00% with TIF. This project contains both elements of strip center retail investment and land development, with significant speculation elements as of this time. Based on a review of market publications such as the Korpacz Real Estate Investor Survey, the average discount rate for a strip shopping center is 8.98% and the average discount rate for land development is 20.08%. Recently, a portfolio of Johnson County, Kansas shopping centers was sold for a cap rate range of 8.4% to 10.0%. These centers were sold as performing investments in strong markets and are not currently being considered for redevelopment or repositioning. Therefore, their implied risk is lower than the property being evaluated in this report. Considering both local transaction data and published investor surveys, we therefore determine that the market will require a yield, or IRR, for this project of 14.0% to 18.0% based on its location, market demand factors and level of rent which is typical of such property.

Shown on the following page is our conclusion of the projected return that this project demonstrates without any incentive and our conclusion of the relative benefit of TIF.

Reconciliation of Requested Public Incentive	
Development Cost	\$6,147,200
IRR W/O Incentive	4.75%
IRR With Abatement	6.89%
IRR With TIF	12.00%
Recommended Incentive: Tax Increment Financing	

If you have any questions or comments regarding our analysis or this report, please contact the undersigned. Thanking you for the opportunity to be of service, we remain,

Very truly yours,
INTEGRA REALTY RESOURCES KANSAS CITY



Kenneth Jagers, MAI, FRICS
Managing Director
State of Missouri Certified General
Real Estate Appraiser (RA 003190)



Thomas McGannon
Analyst

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CERTIFICATION

The analysts certify that, to the best of their knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are the analysts' personal, unbiased professional analyses, opinions and conclusions.
3. The analysts have no present or prospective interest in the property that is the subject of this report and no personal interest or bias with respect to the parties involved. The services performed herein are intended to result in an analysis, opinion or conclusion of a disinterested third party. This analysis has been conducted on an arms-length basis subject to the Standards of Professional Practice (USPAP) and the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
4. The analysts' compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.
5. Receipt of the assignment was not based upon a requested minimum value, a specific value or result or approval of a loan.
6. The analysts' analyses, opinions and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP). The analysts have not relied upon any departure provision of USPAP.
7. The analysts' analyses, opinions and conclusions were developed and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. The context of the consulting service and the scope of the assignment do not require an inspection of the improvements currently existing on the subject site. Kenneth Jagers, MAI, FRICS and Thomas McGannon have inspected the project areas from the street.

METRO PLAZA – “BUT FOR ANALYSIS”

10. No one provided significant professional assistance to the persons signing this report.
11. As of the date of this report, Kenneth Jagers, MAI, FRICS has completed the continuing education program of the Appraisal Institute.



Kenneth Jagers, MAI, FRICS
Managing Director
State of Missouri Certified General
Real Estate Appraiser (RA 003190)



Thomas McGannon
Analyst

ASSUMPTIONS AND LIMITING CONDITIONS

This consulting report is subject to the following general assumptions and limiting conditions:

1. Title to the property is assumed to be good and marketable and the legal description correct.
2. No responsibility for legal matters is assumed. All existing liens, mortgages or other encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management.
3. All sketches in this report are intended to be visual aids and should not be construed as surveys or engineering reports.
4. All information in this report has been obtained from reliable sources. We cannot, however, guarantee or be responsible for the accuracy of information furnished by others.
5. This opinion of rates of return applies to land and improvements only. The value of trade fixtures, furnishings and other equipment has not been included with the value of the real estate.
6. Possession of this report or a copy thereof does not imply the right of publication or use for any purpose by any other than the addressee without the written consent of we.
7. We are not required to give testimony or attendance in court by reason of this appraisal, unless prior agreements have been made in writing.
8. The land, and particularly the soil, of the area under appraisement appears firm and solid. Subsidence in the area is unknown or uncommon, but we do not warrant against this condition or occurrence.
9. Subsurface rights (minerals and oil) were not considered in making this appraisal.
10. We did not inspect the building involved in this assignment and damage, if any, by termites, dry rot or other infestations was reported as a matter of information and no guarantee of the amount or degree of damage, if any, is implied.

11. The market data relied upon in this assignment is believed to be from reliable sources; however, it was not possible to inspect the comparables completely, and it was necessary to rely on information furnished by others as to said data, therefore, the cash flow and yield conclusions are subject to the correctness and verification of said data.
12. We have inspected, as far as possible, by observation from the street, the land and the improvements thereon; however it was not possible to personally observe conditions beneath the soil or hidden structural components within the improvements, therefore, no representations are made herein as to these matters and unless specifically considered in the report, the value estimate is subject to any such conditions that could cause a loss in value. Condition of heating, cooling, ventilating, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated.
13. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of me or this firm with which they are connected or any reference to the Appraisal Institute.
14. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation, asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did we become aware of such during inspection. We have no knowledge of the existence of such materials on or in the property unless otherwise stated. We, however, are not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde, foam insulation or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field of environmental impacts upon real estate if so desired.
15. We are not considered experts with regard to compliance with the Americans with Disabilities Act (ADA) of 1991. Unless otherwise stated, no responsibility is assumed for any non-compliance with the provision of the ADA. The client is urged to retain an expert in the field of ADA assessment impacts upon real estate if so desired. As the improvements will be new construction, we presume them to be ADA compliant upon completion.

SPECIAL ASSUMPTIONS AND LIMITING CONDITIONS

The following assumptions and limiting conditions have been specifically established for this consulting report:

1. It is assumed that any reader of this consulting report is familiar with the applicant's redevelopment project.
2. We have reviewed exhibits provided on July 8, 2009. Any changes, corrections, or additions since that date have not been considered here.
3. This consulting assignment is neither an appraisal nor a feasibility study. The consultant here neither discourages nor encourages the EDC's or PIEA's participation in the project that is the subject of this report. This report is intended for the use of the EDC, PIEA and the City of Kansas City, Missouri and only to assist in evaluating the aforementioned redevelopment project. The effective date of our consulting service is July 24, 2009.
4. It is important to note that this analysis is prospective in nature. Development of a prospective analysis involves an extraordinary assumption, specifically that the improvements are completed as described and in a timely and workmanlike manner. The analysis does not address unforeseeable events that alter the site or building improvements and/or the market conditions reflected in the analyses.

GENERAL INFORMATION

PURPOSE AND EFFECTIVE DATE

The purpose of the consultation is to report to the client the reasonableness of the Applicant's request for Tax Increment Financing (TIF) and to develop and report our opinion of the Applicant's internal rate of return, applying the “but for” test to the Project. The effective date of this consultation is July 24, 2009. Unless otherwise stated, all factors pertinent to a determination of value have been considered as of this date.

INTENDED USE AND INTENDED USER

This report has been prepared for the Economic Development Corporation of Kansas City Missouri for use in the client's consideration of the aforementioned redevelopment project.

SCOPE OF ASSIGNMENT

As part of this consulting assignment, we have taken the following steps to gather, confirm, and analyze relevant data.

- ❖ Although a physical inspection of the property is not a requirement of this type of report, Kenneth Jagers, MAI, FRICS and Thomas McGannon have inspected the subject property from the street and the surrounding neighborhood.
- ❖ Collected factual information about the redevelopment area and reviewed the Applicant's submission.
- ❖ Collected, confirmed and analyzed market information.
- ❖ Prepared a consulting report setting forth the conclusions developed in this analysis as well as the information upon which the conclusions are based.

This is a consulting assignment reported in a summary report that conforms to the requirements of the *Uniform Standards of Professional Appraisal Practice (USPAP)*, the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute.

REVIEW OF THE APPLICANT’S ANALYSIS

The first step in performing our duties as outlined in the scope of services above is to review the Plan submitted by the Applicant and comment on its relation to the Commission’s objectives as outlined to us.

The redevelopment of the Metro Plaza Shopping Center should increase employment opportunities in the area, enhance the tax base, encourage private development, and reduce urban blight in the area east of Troost Avenue.

In keeping with our scope of services we have completed a financial analysis on the project. We have reviewed the project cost estimates and developed a model which demonstrates the level of incentive needed to achieve a market rate yield on the project. The following is a summary of our analysis:

PROJECT COST DETAIL

We have reconstructed the total cost detail provided by the Applicant, as shown in the following table.

Metro Plaza Redevelopment - Kansas City, MO			
Budget		Jul-09	
Square Feet		97,900	
DEVELOPER'S BUDGET			
Item	Estimated Cost	\$/SF	
Acquisition Costs	\$ 1,250,000	\$ 12.77	
Sewers (Sanitary, Storm Water and Drainage)	\$ 325,000	\$ 3.32	
Utility Relocations	\$ 60,000	\$ 0.61	
Parking Lot Improvements	\$ 560,000	\$ 5.72	
Sidewalks / Retaining Wall	\$ 60,000	\$ 0.61	
Façade Improvements/Exterior Renovations/Signage	\$ 985,000	\$ 10.06	
Roof Repair	\$ 250,000	\$ 2.55	
Interior Finish/Fixture	\$ 805,000	\$ 8.22	
Grocery Store Rehabilitation/Buyout	\$ 450,000	\$ 4.60	
City and TIFC Expenses	\$ 75,000	\$ 0.77	
Leasing Commissions/Professional Fees	\$ 479,000	\$ 4.89	
Development/Administration Fee	\$ 150,000	\$ 1.53	
Studies (Storm Drainage/Traffic Etc.)	\$ 50,000	\$ 0.51	
Financing Costs	\$ 100,000	\$ 1.02	
Interest Carry	\$ 103,000	\$ 1.05	
Contingency	\$ 445,200	\$ 4.55	
Total	\$ 6,147,200	\$ 62.79	

The estimated improvement cost of \$62.79 per square foot is slightly below what would generally be expected for the construction of a new neighborhood shopping center. According to Marshall & Swift Valuation Service, a structure categorized as a Class C-Average Retail Store costs \$68.44 per square foot to construct. Considering the improvements and upgrades that will be made to the project, we determine that the redevelopment budget provided by the developer is reasonable.

CURRENT AND FORECAST REAL ESTATE TAXES

We have used the property's assessed value, which was established in 2007, to estimate the base year taxes from which the incentives will be determined. In order to project future assessed values we have relied on the our estimates of existing land and improvements, plus the real estate costs associated with the redevelopment of the shopping center as the basis for determining an assessed value upon completion of the redevelopment. Additionally, we have compared the result of this method to the market value of the property upon stabilization to verify its reasonableness. While we believe that the basis for our projection of future assessed values is accurate, the forecast of taxes in this analysis is entirely speculative as the taxing authority has no policy or standard of which we are aware that allows an accurate forecast of the

METRO PLAZA – “BUT FOR ANALYSIS”

valuation, thus the taxes. Additionally, we project that real estate taxes are expected to increase at 2% every other year, as real property is assessed every other year in the state of Missouri.

Metro Plaza

<hr/>				
	Building SF (Current)	90,640	Per SF	
	Land SF	394,654		
<hr/>				
Base Year 2007	Assessed	Land	\$233,764	\$0.59
	Assessed	Bldg	<u>\$391,732</u>	\$4.32
	Total		\$625,496	\$6.90
<hr/>				
	Tax Rate	0.06407	\$40,075	
	KCMO	0.01739	\$10,875	
	Replacement - Bldg	<u>0.02295</u>	\$14,352	
	Land Rate	0.08146		
	Building Rate	0.10440		
<hr/>				
As Redeveloped	Assessed	Land	\$233,764	\$0.59
	Base Assessed			
	Assessed	Bldg	<u>\$1,284,636</u>	\$22.69
	Hard costs only / Based on new total SF			
	Total		\$1,518,400	\$15.51
<hr/>				
	Redeveloped Assessed Value			
	Growth Yrs. 1-10	2% every other year		
<hr/>				

PROJECTION OF TAX SAVINGS FROM CHAPTER 99 ABATEMENT

One of the options for providing public incentive to the project is to grant a ten year Chapter 99 Tax Abatement. Following is a projection of the total tax savings that would be realized by the developer over the term of the ten year abatement period. This projection is based on information contained in the financial projections for the project provided by the developer.

METRO PLAZA – “BUT FOR ANALYSIS”

In Chapter 99, the taxes are abated for a period of up to 10 years. The abatement is for a period of 10 years and it fixes the assessed valuation of the improvements while the assessed valuation of the land may or may not be subject to change. We use the current assessed value as the base land value for taxes.

Abatement	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Improvements	\$40,897	\$40,897	\$40,897	\$40,897	\$40,897	\$40,897	\$40,897	\$40,897	\$40,897	\$40,897
Land	\$19,041	\$19,041	\$19,422	\$19,422	\$19,811	\$19,811	\$20,207	\$20,207	\$20,611	\$20,611
Total	\$59,939	\$59,939	\$60,320	\$60,320	\$60,708	\$60,708	\$61,104	\$61,104	\$61,508	\$61,508
No Abatement	\$59,939	\$153,159	\$153,159	\$156,222	\$156,222	\$159,347	\$159,347	\$162,534	\$162,534	\$165,784
Annual Tax Savings	\$0	\$93,220	\$92,839	\$95,903	\$95,514	\$98,639	\$98,242	\$101,429	\$101,025	\$104,276
Total Tax Savings over 10 years	\$881,088									

TAX INCREMENT FINANCING***REAL ESTATE TAXES***

Alternative to the pursuit of a ten year tax abatement, Tax Increment Financing (TIF) is also being considered as a means for incentivizing the project. The use of TIF enables the capture of a portion of the incremental real estate taxes as well as the capture of selected future incremental economic activity taxes (EATs). Following is a breakdown of real estate tax levies which are eligible to be dedicated to the TIF.

Real Property Tax Rate			
	Levy (%)	Capture %	Net %
BOARD OF DISABLED SERVICES	0.074800%	100%	0.074800%
CITY - KANSAS CITY	1.738615%	100%	1.738615%
JACKSON COUNTY	0.542999%	100%	0.542999%
KANSAS CITY LIBRARY	0.473099%	100%	0.473099%
KANSAS CITY SCHOOL #33	4.949992%	100%	4.949992%
MENTAL HEALTH	0.121800%	100%	0.121800%
METRO JUNIOR COLLEGE	0.214300%	100%	0.214300%
REPLACEMENT TAX	2.294518%	0%	0.000000%
STATE BLIND PENSION	0.030000%	0%	0.000000%
Total	10.4401%		8.1156%

RETAIL SALES TAXES

The developer has indicated that upon redevelopment, the project will be comprised of a grocery store, Peneer menswear store and small shops. Additionally, the developer has projected that a current bank pad site will be converted to a retail pad site in 2016. Using industry sources such as *Dollar & Cents* which is published by the Urban Land Institute, we have utilized the following assumptions for the project's retail sales upon completion of the redevelopment. These projections for retail sales are based on the current tenant mix, as well as the representations provided by the developer. According to the developer, 88,900 square feet of the project are expected to produce retail sales. We have based our projections on this representation. A change in the tenant composition, particularly as it relates to the mix of retail goods selling tenants versus service providers, could significantly alter the level of sales taxes generated by the project.

Retail Sales			
	Square Feet	Sales/SF	Total Sales
Grocery Store	31,300	\$250.00	\$7,825,000
Peneer Store	22,800	\$75.00	\$1,710,000
Small Shops	31,000	\$150.00	\$4,650,000
Retail Pad Site	3,800	\$250.00	\$950,000
Total Retail	88,900	\$170.25	\$15,135,000

The TIF which is being considered includes the dedication of 50% of certain incremental retail sales taxes. Following is a breakdown of the retail sales tax and the amount which will be dedicated to the TIF. The total sales tax rate captured by the TIF will equal 1.5438%.

Retail Sales Tax Rate				
Kansas City, Missouri		Rate	Capture %	Net%
State	General	3.0000%	0%	0.0000%
	Other	1.2250%	0%	0.0000%
County				
	General	0.5000%	50%	0.2500%
	Stadium	0.3750%	0%	0.0000%
	Drug Enforcement	0.2500%	50%	0.1250%
City				
	Public Mass Transit	0.0375%	0%	0.0000%
		0.4625%	50%	0.2313%
	Capital Improvements	1.0000%	50%	0.5000%
	Fire Sales Tax	0.2500%	50%	0.1250%
	Public Safety Sales Tax	0.2500%	50%	0.1250%
	KCATA Transit Sales T	0.3750%	50%	0.1875%
Total Sales Tax Rate		7.725%		1.5438%

EARNINGS TAX

The developer has projected that, upon completion, the development will employ 111 people. We believe this is a reasonable projection of employment. Following is a projection of the development's employment, as well as projected earnings levels. Earnings levels have been projected based on data obtained from the Bureau of Labor Statistics regarding earnings levels in the Kansas City MSA. The following table summarizes the assumptions for determining future income levels. The developer will be able to capture 50% of the earnings tax, or 0.5%.

	Employment Income		
	FTE Equivalent	Annual Salary	Total Income
Grocery Store	32	\$25,380.00	\$812,160
Pener Store	18	\$25,380.00	\$456,840
Small Shops	58	\$25,380.00	\$1,472,040
Retail Pad Site	11	\$35,000.00	\$385,000
Total Income	119	\$26,269.24	\$3,126,040

UTILITY USAGE TAX

We project the total utility usage on a basis of \$1.80 per square foot based on previous experience with similar centers in the area. The TIF will capture incremental utility taxes at a percentage equal to 7.0994%, which is based on standard sales tax rates and a KCPL franchise fee.

PROJECTION OF TIF REVENUES

Based on the assumptions outlined in the previous section and the representations offered by the developer, we have compiled the following projection of TIF revenues over the remaining 18 years of the TIF District term.

Year	Base Appraised	Base Assessed	Base Capturable Taxes	Projected Appraised	Projected Assessed	Projected Capturable Taxes	Net PILOTS Available for Reimbursements	Net EATS Available for Reimbursements (Sales Tax)	Net EATS Available for Reimbursements (Income Tax)	Net EATS Available for Reimbursements (Utility Tax)	EATS	Total
1 2010	\$1,954,673	\$625,495	\$50,763	\$1,954,673	\$625,495	\$50,763	\$0	\$85,447	\$5,426	\$2,845	\$93,718	\$0
2 2011	\$1,954,673	\$625,495	\$50,763	\$3,349,836	\$1,071,947	\$86,995	\$36,232	\$111,064	\$9,216	\$6,673	\$126,973	\$36,232
3 2012	\$1,954,673	\$625,495	\$50,763	\$3,349,836	\$1,071,947	\$86,995	\$36,232	\$116,648	\$6,143	\$3,477	\$126,269	\$36,232
4 2013	\$1,954,673	\$625,495	\$50,763	\$4,839,900	\$1,548,768	\$125,692	\$74,929	\$121,473	\$7,508	\$4,744	\$133,725	\$74,929
5 2014	\$1,954,673	\$625,495	\$50,763	\$4,839,900	\$1,548,768	\$125,692	\$74,929	\$123,903	\$8,807	\$5,892	\$138,602	\$74,929
6 2015	\$1,954,673	\$625,495	\$50,763	\$4,936,698	\$1,579,743	\$128,206	\$77,443	\$126,381	\$9,780	\$6,673	\$142,834	\$77,443
7 2016	\$1,954,673	\$625,495	\$50,763	\$4,936,698	\$1,579,743	\$128,206	\$77,443	\$164,546	\$9,976	\$6,806	\$181,328	\$77,443
8 2017	\$1,954,673	\$625,495	\$50,763	\$5,035,432	\$1,611,338	\$130,770	\$80,007	\$167,837	\$10,176	\$6,942	\$184,955	\$80,007
9 2018	\$1,954,673	\$625,495	\$50,763	\$5,035,432	\$1,611,338	\$130,770	\$80,007	\$171,194	\$10,379	\$7,081	\$188,654	\$80,007
10 2019	\$1,954,673	\$625,495	\$50,763	\$5,136,141	\$1,643,565	\$133,385	\$82,622	\$174,617	\$10,587	\$7,223	\$192,427	\$82,622
11 2020	\$1,954,673	\$625,495	\$50,763	\$5,136,141	\$1,643,565	\$133,385	\$82,622	\$178,110	\$10,798	\$7,367	\$196,275	\$82,622
12 2021	\$1,954,673	\$625,495	\$50,763	\$5,238,863	\$1,676,436	\$136,053	\$85,290	\$181,672	\$11,014	\$7,514	\$200,201	\$85,290
13 2022	\$1,954,673	\$625,495	\$50,763	\$5,238,863	\$1,676,436	\$136,053	\$85,290	\$185,305	\$11,235	\$7,665	\$204,205	\$85,290
14 2023	\$1,954,673	\$625,495	\$50,763	\$5,343,641	\$1,709,965	\$138,774	\$88,011	\$189,012	\$11,459	\$7,818	\$208,289	\$88,011
15 2024	\$1,954,673	\$625,495	\$50,763	\$5,343,641	\$1,709,965	\$138,774	\$88,011	\$192,792	\$11,689	\$7,974	\$212,455	\$88,011
16 2025	\$1,954,673	\$625,495	\$50,763	\$5,450,513	\$1,744,164	\$141,549	\$90,787	\$196,648	\$11,922	\$8,134	\$216,704	\$90,787
17 2026	\$1,954,673	\$625,495	\$50,763	\$5,450,513	\$1,744,164	\$141,549	\$90,787	\$200,581	\$12,161	\$8,297	\$221,038	\$90,787
18 2027	\$1,954,673	\$625,495	\$50,763	\$5,559,524	\$1,779,048	\$144,380	\$93,618	\$204,592	\$12,404	\$8,462	\$225,459	\$93,618
Totals			\$913,730			\$2,237,992	\$1,324,261	\$2,891,840	\$180,682	\$121,387	\$3,194,108	\$1,324,261

Notes:

- (1) Projected appraised and assessed values assume that 50% of the incremental increase in the assessed value will occur in 2011, with full assessment occurring in 2013.
- (2) Appraised and assessed values projected to increase at a rate of 2% every two years.
- (3) Projected EATS from Incremental sales tax assumed that incremental sales tax will be calculated from a base of \$4,000,000, per the developer.
- (4) Sales tax EATS projected in accordance with project absorption per information provided by the developer.
- (5) All EATS projected to increase at a rate of 2% per year.
- (6) EATS from Income Taxes projected in accordance with projected absorption per developer, on the basis of a \$1,000,000 base income level.
- (7) EATS from Utility Taxes projected with a base level of \$92,750 and increase in accordance with project absorptions, per information provided by the developer.
- (8) EATS from sales and income taxes stabilize at 8.5% to account for projected vacancy.
- (9) Ad valorem base taxes and projected taxes based on captable tax levies only. Thus levies for Replacement Tax and Blind Pension have been omitted in calculations.

MARKET ASSUMPTIONS

In order to determine the need for incentive we have explored what type of rent the property would generate if leased at market for its intended use. Recent leases and lease offering for retail properties similar in size, construction quality and tenant base are in the range of \$6.15 - \$10.00 per square foot. Following is a summary table of such leases.

No.	Property Information	Description	SUMMARY OF COMPARABLE RENTALS - RETAIL					
			Tenant	SF	Lease Start	Term (Mos.)	Rent/SF	Lease Type
1	Strip Retail 17003 US Highway 24 Independence Jackson County MO	Yr Blt: 1983 Stories: 1 RA: 2,850 Parking Ratio: --	Krispy Krunchy Chicken	1,600	4/1/2009	24	\$ 7.50	Triple Net
2	Wornall Village Shopping Center 8400 Wornall Road Kansas City Jackson County MO	Yr Blt: -- Stories: -- RA: 4,027 Parking Ratio: --	OFFERED	4,027	OFFERED	OFFERED	\$ 10.00	NNN
3	Red Bridge Shopping Center Holmes & Red Bridge Road Kansas City Jackson County MO	Yr Blt: -- Stories: -- RA: 28,235 Parking Ratio: --	OFFERED	28,235	OFFERED	OFFERED	\$ 10.00	Modified Net
4	Kroger Store #120 2101 N. Highway 7 Pleasant Hill Cass County MO	Yr Blt: 1995 Stories: 1 RA: 31,709 Parking Ratio: 6.5912	Associated Wholesale Grocers, Inc.	31,709	2/12/2008	240	\$ 6.15	Net

Based on recently completed studies, as well as an examination of local and regional lease offerings of similar properties, we conclude the project's market rent to be \$6.00 per square foot for the grocery store and \$10.00 per square foot for the remaining project space. Both of these lease rates are based on a NNN lease. We have concluded a market rent for the shop space which is on the higher end of our comparable set due to the fact that this will be a newly renovated shopping center, which is not generally available in this submarket. Market lease rates will be incorporated to the proforma at the termination of current leases.

PROFORMA

Shown on the following page is our proforma developed with the project's market rent as outlined above. These projections have been made in accordance with the absorption schedule included in the proforma provided by the developer. We believe this absorption schedule is reasonable and have therefore included it as a basis for our projections.

METRO PLAZA – “BUT FOR ANALYSIS”

	Year 1 2010	Year 2 2011	Year 3 2012	Year 4 2013	Year 5 2014	Year 6 2015	Year 7 2016	Year 8 2017	Year 9 2018	Year 10 2019
Revenue										
Rental Revenue										
Thriftway	\$64,563	\$64,563	\$64,563	\$64,563	\$64,563	\$187,800	\$187,800	\$187,800	\$187,800	\$187,800
Penar	\$0	\$228,000	\$228,000	\$228,000	\$228,000	\$228,000	\$228,000	\$228,000	\$228,000	\$228,000
Small Shops	\$126,000	\$126,000	\$87,950	\$175,950	\$255,750	\$310,000	\$310,000	\$310,000	\$310,000	\$310,000
Gross Rental Revenue	\$190,563	\$418,563	\$380,513	\$468,513	\$548,313	\$725,800	\$725,800	\$725,800	\$725,800	\$725,800
Expense Reimbursement Revenue										
CAM (\$/SF)	\$ 1.50	\$80,000	\$101,898	\$69,283	\$84,677	\$99,327	\$110,298	\$165,377	\$168,684	\$172,058
Taxes (Per Projections)		\$43,663	\$153,159	\$118,421	\$134,831	\$147,565	\$159,347	\$159,347	\$162,534	\$162,534
Insurance (\$/SF)	\$ 0.25	\$17,825	\$24,965	\$19,688	\$22,417	\$25,024	\$27,022	\$27,563	\$28,114	\$28,676
Total Reimbursement Revenue		\$121,478	\$280,022	\$207,392	\$241,925	\$271,917	\$296,667	\$352,286	\$358,332	\$363,268
Total Potential Gross Revenue		\$312,041	\$688,585	\$687,905	\$710,438	\$820,230	\$1,022,467	\$1,078,086	\$1,085,132	\$1,089,068
Less 15% Vacancy		\$0	-\$104,768	\$0	-\$9,289	-\$77,582	-\$153,370	-\$161,713	-\$162,770	-\$163,360
Effective Gross Rental Revenue		\$312,041	\$583,787	\$687,905	\$701,149	\$742,647	\$869,097	\$916,373	\$922,362	\$925,708
Expenses										
CAM (\$/SF)	\$ 1.50	\$146,850	\$149,787	\$152,783	\$155,838	\$158,955	\$162,134	\$165,377	\$168,684	\$172,058
Taxes (Per Projections)		\$59,938	\$153,159	\$153,159	\$156,222	\$156,222	\$159,347	\$159,347	\$162,534	\$162,534
Insurance (\$/SF)	\$ 0.25	\$24,475	\$24,965	\$25,484	\$25,973	\$26,493	\$27,022	\$27,563	\$28,114	\$28,676
Management (% of Effective Rental Rev.)	4%	\$12,482	\$23,752	\$23,516	\$28,046	\$29,706	\$34,764	\$36,555	\$36,894	\$37,028
G&A (\$/SF)	\$ 0.30	\$29,857	\$30,557	\$31,168	\$31,791	\$32,427	\$33,075	\$33,737	\$34,412	\$35,100
Total Operating Expenses		\$273,703	\$382,219	\$386,089	\$397,871	\$403,803	\$416,343	\$422,678	\$430,638	\$435,396
Net Operating Income		\$38,338	\$211,578	\$201,815	\$303,278	\$338,844	\$452,754	\$493,695	\$491,724	\$490,312
Leasing & Capital Costs										
Tenant Improvements		\$0	\$205,000	\$168,424	\$166,520	\$157,817	\$560,304	\$0	\$0	\$0
Leasing Commissions		\$0	\$0	\$24,929	\$24,000	\$21,036	\$73,760	\$0	\$12,465	\$12,000
Interest Carry Capital		\$103,106	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Leasing & Capital Costs		\$103,106	\$205,000	\$193,353	\$192,520	\$178,853	\$634,064	\$0	\$12,465	\$12,000
Development Costs		\$1,250,000	\$3,355,321							
Reversion Sale										\$4,882,728
Less: Selling Costs (5%)										-\$244,136
Total Cash Flow W/O TIF		-\$1,314,768	-\$3,348,743	\$8,462	\$110,758	\$159,991	-\$161,310	\$493,695	\$479,259	\$478,312
IRR W/O TIF or Abatement		4.753%								
Tax Savings from Abatement		\$0	\$93,220	\$92,839	\$95,903	\$95,514	\$98,639	\$98,242	\$101,429	\$101,025
Total Cash Flow With Abatement		-\$1,314,768	-\$3,255,523	\$101,302	\$206,661	\$255,506	-\$62,671	\$591,938	\$580,688	\$579,337
IRR with Chapter 99 Abatement		6.894%								
TIF Proceeds		\$89,032	\$155,045	\$154,376	\$198,221	\$202,855	\$209,263	\$245,832	\$251,714	\$255,228
Total Cash Flow With TIF		-\$1,225,736	-\$3,193,698	\$162,838	\$306,980	\$362,846	\$27,953	\$739,528	\$730,973	\$733,539
IRR With TIF		12.002%								

Assumptions:

- 1: According to REIS, the vacancy for retail properties in the South Kansas City/Jackson County submarket is 14.4%. Considering the location and surrounding vacancy trends, we have projected the center's vacancy at 15%. A factor for vacancy has been projected for years in which the occupancy is projected to exceed 85%.
- 2: Development costs, less developer provided projection of Leasing & Capital Costs, project to be expended in Year 2.
- 3: Sale of property at the end of 10 year holding period projected at a cap rate of 10%.
- 4: In Year 10, the NPV of remaining projected TIF proceeds are discounted at a rate of 10%.
- 5: CAM expense reimbursements from Thriftway limited to \$0.10 through 2015, per the tenant's lease.
- 6: Leasing and Capital Costs projected in accordance with developer's projection of expenses. Sum of Total Leasing & Capital Costs plus Development Costs equals \$6,147,200.

METRO PLAZA – “BUT FOR ANALYSIS”

It is apparent from the analysis above that a market rent on this project and a market yield do not support the cost of the development. Without public finance incentives the project is expected to generate an IRR which is significantly below the return requirements of the market.

ANALYSIS OF PROJECT WITH LEVERAGE

Based on the preceding proforma, we have calculated the expected return of the project on the basis of using anticipated market rate permanent financing to leverage the developer's equity investment. According to our database, as well as national commercial real estate financing reports such as the “Commercial Mortgage Commitments: Second Quarter 2009” published by the American Council of Life Insurers (ACLI), we determine that market rate, permanent financing for this project would enable the developer to obtain financing, in the currently constricted capital markets, with a 20 year term at a ratio of 60% loan-to-value (LTV) with a 7% interest rate. Based on these assumptions, we have completed an analysis of the project using a band of investments method. The following depicts the projected return on a leveraged basis.

METRO PLAZA					
BAND OF INVESTMENT METHOD					
MARKET RATE BORROWER					
MORTGAGE / EQUITY ASSUMPTIONS					
Loan To Value Ratio	60%				
Interest Rate	7.00%				
Amortization (Years)	20				
Mortgage Constant	0.0944				
Equity Ratio	40%				
ANALYSIS OF ESTIMATED PROJECT RETURN WITH LEVERAGE					
WITHOUT INCENTIVE					
Mortgage Requirement	60%	x	9.44%	=	5.66%
Equity Requirement	40%	x	-2.28%	=	-0.91%
Indicated Project Rate of Return					4.75%
WITH CHAPTER 99 ABATEMENT					
Mortgage Requirement	60%	x	9.44%	=	5.66%
Equity Requirement	40%	x	3.07%	=	1.23%
Indicated Project Rate of Return					6.89%
WITH TAX INCREMENT FINANCING					
Mortgage Requirement	60%	x	9.44%	=	5.66%
Equity Requirement	40%	x	15.84%	=	6.34%
Indicated Project Rate of Return					12.00%

Analysis of Estimated Return With Leverage		
	Unleveraged	Leveraged
IRR W/O Incentive	4.75%	-2.28%
IRR With Abatement	6.89%	3.07%
IRR With TIF	12.00%	15.84%

Considering that the market required overall yield concluded earlier in this report is based on unleveraged return expectations, we must identify a market required return on a leveraged basis so as to allow a comparison of the return profile of this project with what is typically required by market participants. Implicit in the estimation and reporting of an overall rate of return is access to market rate, permanent financing. Whatsoever the current financing is expected to be, that is considered and reflected in the overall yield. Because leveraged returns are highly dependent on financing conditions and can distort the characteristics of the underlying development, leveraged returns are not typically considered to be good indicators of a project's feasibility or return characteristics. Accordingly, leveraged return expectations are not broadly referenced for benchmarking purposes. Due to the fact that there are no published sources for a leveraged return benchmark that we are aware of, we have calculated a range of market required returns on a leveraged basis using the band of investments method, with the unleveraged return range as the project return input. Utilizing the same financing inputs discussed previously, we conclude the following required market returns on a leveraged basis.

PRIVATE DEVELOPMENT BAND OF INVESTMENT METHOD					
MARKET RATE BORROWER					
MORTGAGE / EQUITY ASSUMPTIONS					
Loan To Value Ratio			60%		
Interest Rate			7.00%		
Amortization (Years)			20		
Mortgage Constant			0.0944		
Equity Ratio			40%		
ANALYSIS OF MARKET REQUIRED RETURN WITH LEVERAGE					
LOWER END OF RANGE - 14% UNLEVERAGED RETURN					
Mortgage Requirement	60%	x	9.44%	=	5.66%
Equity Requirement	40%	x	20.84%	=	8.34%
Indicated Unleveraged Return					14.00%
UPPER END OF RANGE - 18% UNLEVERAGED RETURN					
Mortgage Requirement	60%	x	9.44%	=	5.66%
Equity Requirement	40%	x	30.84%	=	12.34%
Indicated Unleveraged Return					18.00%

As indicated in the table above, we determine that the market required rate of return for the subject project is from 20.84% to 30.84%. Comparing this range to the

projected leveraged returns of the subject development, we again note that without public finance incentives the project is expected to generate an IRR which is significantly below the return requirements of the market.

We caution that a leveraged return is a less meaningful and less reliable indicator of project economics. Considering a project on the basis of a leveraged return introduces varying elements of financial risk as a result of debt service payments that will be required over the life of the project, but are otherwise unrelated to the attributes of the development. The use of leveraged assumptions adds an additional layer of speculation that will almost certainly incorrectly portray equity return requirements.

CONCLUSION

Without incentive, this project generates a yield or IRR of 4.75%. As projected, the project will generate an IRR of 6.89% with abatement and 12.00% with TIF. As noted previously, based on recent transactions in the Kansas City MSA, as well as consideration of national publications, we determine that the market will require a yield, or IRR, for this project of 14% to 18%, considering its location and market demand factors. This rate of return reflects that this project contains both elements of land development and retail investment. Therefore, its required rate of return is projected as a blend of yields which would typically be required for retail and land development investment in this market area.

Shown below is our conclusion of the gap or shortfall that this project demonstrates without any incentive and our conclusion of the relative benefit of Tax Increment Financing.

Reconciliation of Requested Public Incentive	
Development Cost	\$6,147,200
IRR W/O Incentive	4.75%
IRR With Abatement	6.89%
IRR With TIF	12.00%
Recommended Incentive: Tax Increment Financing	

ADDENDUM A

ANALYST'S QUALIFICATIONS

**PROFESSIONAL QUALIFICATIONS
KENNETH JAGGERS, MAI, FRICS**

EXPERIENCE:	<p>Mr. Jagers, Managing Director, has been with Integra Realty Resources – Kansas City, since May 1993. He started his career in commercial real estate in 1987 as an investment officer with a subsidiary of Metropolitan Life in Overland Park, Kansas then in the Washington D.C., and Boston, Massachusetts's offices. In 1991, Mr. Jagers joined BankBoston and supervised field and review appraiser for two years. Duties included quality control over acquired banks in Maine and Vermont.</p> <p>Since that time he has completed appraisals on commercial properties of all types, primarily for institutional investors and for litigation. Unique properties include the 1,140,000 SF IRS Processing facility and the 600,000 SF Overland Park Trade Center and exhibition hall. Mr. Jagers appraised Corporate Woods in Overland Park Kansas. The largest single investor owned real estate asset in the Kansas City area, it has 21 buildings totaling 2.2 million SF of Class A and B office space. He has also appraised the former headquarters of H&R Block, the Sanofi Aventis (>500,000 SF), and Town Pavilion (>900,000 SF) offices in Kansas City and finally, Branson Landing a destination mixed use project with over 400,000 SF of lifestyle retail, marina, boutique hotel, and 170 condominium units. Mr. Jagers is a Director of IRR's Hospitality Specialty Practice Group. A recent assignment in this capacity was the Lodge of Four Seasons at Lake Ozark, MO with over 300 rooms, 146 proposed Condotel units, marina, and two golf courses. Mr. Jagers also serves as a Director for both the St. Louis and Chicago offices. Significant portfolios managed include >800 office and retail properties for an investment bank, 34 apartment properties for a pension advisor, 19 office and flex industrial properties for a pension advisor, as well as numerous multiple property projects for eminent domain.</p>
LITIGATION EXPERIENCE:	<p>Mr. Jagers has performed appraisal services and/or provided expert trial or deposition testimony in many legal proceedings, including the following: State of Kansas vs. Westgate, LC 04 C 214, State of Kansas v. Domino LC, and Northland LC, WD1 of Johnson County v. Highlands Group, Debra L. Miller v. Aida Oil Company etal, Moore v. United States No. 93-134 L, Illig v. United States 98-934L, City of Lenexa v. RREEF American REIT II Corp., VVV etal, Colliers v. City of Oak Grove, MO 03CV223403, Gailloyd Enterprises v Centertainment 98-CV-5115.</p>
QUALIFIED BEFORE COURTS AND ADMINISTRATIVE BODIES	<p>Circuit Court of Jackson County, Missouri Kansas District Court, 7th Judicial District State Tax Commission of Missouri</p>
EXPERIENCE WITH MUNICIPALITIES/ ADMINISTRATIVE BODIES:	<p>Mr. Jagers has provided expert testimony to a number of taxing authorities, city councils, boards of planning and zoning, commissioners' hearings, and bodies providing public finance (TIF and Tax Abatement). His expertise is sought by the administrative bodies and by the private developers.</p>
PROFESSIONAL ACTIVITIES:	<p>Member of the Appraisal Institute, Vice President and Regional Representative of the Kansas City Chapter Fellow of the Royal Institution of Chartered Surveyors Westwood City Planning Commission Lecturer – UMKC Bloch School Lewis White Real Estate Center – Hospitality Feasibility 2007 and 2008 Lecturer – Real Estate Trends & Investment Criteria: Annual Economic Forecasting Seminar 2003-2009 Lecturer – Blue Springs EDC – Market Trends 2006-2009 Lecturer – Employee Relocation Council 2005 – The Housing Bubble</p>
STATE LICENSES:	<p>State of Kansas Certified General Real Property Appraiser (G-969) State of Missouri Certified General Real Estate Appraiser (RA 003190) State of Nebraska Certified General Real Estate Appraiser (CG970204) State of Wyoming Certified Real Estate Appraiser (863)</p>
EDUCATION:	<p>Bachelor of Arts (1983) Chadron State College, Chadron, Nebraska Economics and Marketing, Minor in Business Administration</p>
APPRAISAL TRAINING:	<p>Mr. Jagers has successfully completed numerous Appraisal Institute courses and attended seminars in keeping current, the educational and professional work product requirements of the Appraisal Institute and states in which he is licensed.</p> <p>Completed 3rd Party Multifamily Accelerated Processing (MAP), September 18, 2002.</p>

February 6, 2009

IRR.

State of Missouri

Department of Insurance, Financial Institutions and Professional Registration

Division of Professional Registration

Real Estate Appraisers Commission

State Certified General Real Estate Appraiser



VALID THROUGH JUNE 30, 2010

ORIGINAL CERTIFICATE/LICENSE NO. RA003490

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Varma Beauchamp
EXECUTIVE DIRECTOR

David J Brooker
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**PROFESSIONAL QUALIFICATIONS OF
 THOMAS C. MCGANNON**

EXPERIENCE:	<p>Thomas C. McGannon joined Integra Realty Resources in October of 2007. Prior to joining Integra, Thomas served as a Financial Analyst for a privately-held land development group specializing in mixed-use development throughout the Southeast United States. Since joining Integra, he has worked on numerous valuation projects, as well as many corporate and public financing transactions for property types including retail, multi-family, industrial, office and mixed-use. Mr. McGannon possesses expertise in structured finance involving public-private partnerships, valuations of entities with significant direct and indirect interests in real property and in-depth research of economic and capital market factors which affect real estate values.</p>
EDUCATION:	<p>Creighton University</p> <ul style="list-style-type: none"> • Summa cum laude graduate of the College of Business Administration, BSBA in Finance and a Co-Major in Theology. • Relevant coursework completed: Advanced Managerial Finance, Statistical Analysis, International Economic Development and Securities and Portfolio Analysis.
PROFESSIONAL TRAINING:	<p>Mr. McGannon has successfully completed the following professional exams:</p> <p>Financial Industry Regulatory Authority (FINRA)</p> <ul style="list-style-type: none"> • Current – Series 66 License • Current – Series 7 License <p>CFA Institute, Charlottesville, Virginia</p> <ul style="list-style-type: none"> • Level III CFA Candidate

August 17, 2009

Exhibit 18A Construction Information

Exhibit 18B Employment Information

Exhibit 18A

6. CONSTRUCTION TOTALS BY PROJECT AREA - PROJECT AREA H

	New Construction	Existing Structures to REMAIN as is	Existing Structures to be REHABBED	Total	Existing Structures to be DEMOLISHED
Square feet of Office Space*	0	3,800	0	3,800	0
Square feet of Retail Space *	3,100	0	91,000	94,100	0
Square feet of Institutional Space	0	0	0	0	0
Square feet Industrial Space	0	0	0	0	0
Total Square Feet	3,100	3,800	91,000	97,900	0

Number of Dwelling Units	0	0	0	0	0
Number of Motel Rooms	0	0	0	0	0
Number of Parking Spaces **	470				

* Project Area H is proposed to be a mixed-use project that will include retail,

office and commercial uses. The square footage numbers reflected in the chart above are estimates based on the current uses within the Shopping Center in Project Area H and the amount of square feet devoted to a particular use after Project Area H has been redeveloped has not yet been determined. The square footage numbers for the retail space include approximately 9,000 square feet of warehouse space that will serve the adjacent retail space.

** The Property currently has 470 parking spaces. Developer is proposing to remove approximately 57 parking spaces along 63rd Street as part of its redevelopment of the Shopping Center, leaving a total of 413 parking spaces after Project Area H is redeveloped.

Exhibit 18B

7. EMPLOYMENT INFORMATION - PROJECT AREA H

Please provide employment information for each Project Area. Reproduce this chart for each Project Area.

PROJECT AREA H

Permanent jobs to be CREATED IN Kansas City	102
Permanent jobs to be RELOCATED TO Kansas City	0
Permanent jobs to be RETAINED IN Kansas City *	36
TOTAL	138
Anticipated Annual Payroll	\$3,887,000
Estimated number of construction workers to be hired during construction phase	40
Estimated construction payroll in all construction phases	\$500,000

* The estimated number of permanent jobs to be retained reflected in the chart above assumes only the estimated jobs in the existing grocery store and bank facility.