

C. Oates 3/10/16
Execution Copy
R. # 18922

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the "AGREEMENT") is made and entered into the 17th day of December, 2015, by and among **DTC ONE, LLC** ("Redeveloper"), the **TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY, MISSOURI** (the "Commission") and **JACKSON COUNTY, MISSOURI**, (the "County") (each is a "Party" and collectively are the "Parties").

WITNESSETH:

WHEREAS, the City of Kansas City, Missouri (the "City") approved the Fourth Amendment to the Downtown Library Tax Increment Financing Plan (the "TIF Plan") on December 3, 2015 through the passage of Ordinance No. 150989;

WHEREAS, the TIF Plan, as amended by the Fourth Amendment, provides for the construction of certain streetscape and public infrastructure improvements (the "Public Improvements");

WHEREAS, Redeveloper has certain rights, benefits and obligations pursuant to that certain Redevelopment Agreement of even date herewith (the "Redevelopment Agreement") between Redeveloper and the Commission, for implementation of the Public Improvements;

WHEREAS, Redeveloper intends to submit to the Commission for certification and reimbursement of up to \$1,350,854, of which \$863,392 relates to the Public Improvements, of Reimbursable Project Costs identified by the TIF Plan and the Redevelopment Agreement that relate to the Public Improvements. The Redeveloper desires to contribute \$26,835.43, which represents an amount equal to ten percent (10%) of the Payments in lieu of Taxes collected within Redevelopment Project Areas 1 and 2 of the Plan from the date of approval of each such Redevelopment Project and continuing through 2013 (the "Contribution Amount"), to the County for distribution to the taxing districts affected by the TIF Plan (the "Taxing Districts") in the same proportion as the most recent distribution by the County Collector to such Taxing Districts of real property taxes for real property located in the Redevelopment Area described by the TIF Plan; and

WHEREAS, the Commission, Redeveloper and the County desire to establish the terms under which the Contribution Amount is distributed.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Defined Terms.** Capitalized terms used in this Agreement, but not otherwise defined herein, shall have the meaning ascribed to them in the Redevelopment Agreement.
2. **Effective Date.** The effective date (the "Effective Date") of this Agreement shall be the date first written above.
3. **Assignment.** Upon Redeveloper's reimbursement of Reimbursable Project Costs in the amount of the Contribution Amount, Redeveloper hereby grants, conveys, assigns and transfers to the County all of Redeveloper's right, title, interest and authority as Redeveloper pursuant to the Redevelopment Agreement to receive reimbursement for Redevelopment Project Costs in the amount of the Contribution Amount. The following requirements shall apply to the assignment set forth in this **Section 3:**

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MARY JO SPINO COUNTY CLERK

the Contribution Amount. The following requirements shall apply to the assignment set forth in this **Section 3**:

A. Redeveloper, in accordance with the Commission's Certification of Costs and Reimbursement Policy, will submit to the Commission for certification Reimbursable Project Costs it has incurred in an amount not less than the Contribution Amount. The Redeveloper shall comply with all policies and procedures and submit all required documentation that is set forth in the Redevelopment Agreement, including Section 21, that must be satisfied and submitted in order to receive reimbursement for Reimbursable Project Costs.

B. The parties hereto acknowledge and agree that by entering into this Agreement and by the County receiving Redeveloper's right to reimbursement of Reimbursable Project Costs in the amount of the Contribution Amount, the County is not in any way assuming or agreeing to perform, and County shall not have any obligation to perform, any of Redeveloper's obligations under the Redevelopment Agreement.

4. **Distribution of Contribution Amount.** Within ten (10) business days following the Redeveloper's certification of Reimbursable Costs in the amount of the Contribution Amount, the Commission shall transfer to the County an amount equal to the Contribution Amount. The Commission shall not require a vote or any other process before sending the Contribution Amount to the County. The County shall have the sole discretion to determine the amount and proper distribution from the County to the Taxing Districts of the Contribution Amount or any portion thereof received by the County. The County shall distribute to the appropriate Taxing Districts the funds equal to the Contribution Amount received by the Commission, less all amounts unavailable for distribution due to protest or challenge.

5. **Amendments to Redevelopment Agreement.** The Commission and Redeveloper agree that neither shall modify nor amend those portions of the Redevelopment Agreement, including, but not limited to Section 21 and any defined terms, which relate to the payment of the Contribution Amount in a manner that either (a) will adversely affect the Taxing Districts, unless and until the parties obtain prior written consent from the Taxing Districts or (b) will adversely impact the rights or obligations of the County under this Agreement, unless and until the parties obtain prior written consent from the County.

6. **Binding Effect and Benefits.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

7. **Termination.** The County shall have the right to terminate this Agreement upon thirty (30) days written notice to the other Parties. In the event of such termination by the County, the provisions of this Agreement shall continue to apply with respect to the Contribution Amount paid by the Commission to the County under this Agreement prior to such termination.

8. **Release.** Redeveloper hereby releases the County, its representatives, officers, directors, employees and agents from any and all liability related to or arising out of the County's administration of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this assignment as of Effective Date.

DTC ONE, LLC

By:  _____


Name: William Dietrich


Title: President

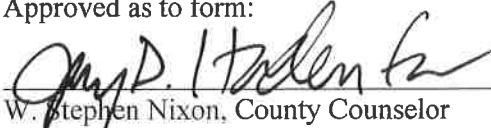
Approved as to form:

Stinson Leonard Street, LLP

COUNTY OF JACKSON COUNTY, MISSOURI
Jackson County Courthouse
415 E. 12th Street
Kansas City, MO 64106

By: 
Michael D. Sanders, County Executive

ATTEST:

Printed Name: Mary Jo Spino
Title: Clerk of the County Legislature

Approved as to form:

W. Stephen Nixon, County Counselor

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

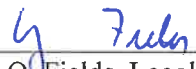
**1100 Walnut, Suite 1700,
Kansas City, Missouri 64108
816-691-2159
hbrown@edckc.com**

By: 
Cynthia M. Circo, Chair

ATTEST:


Heather A. Brown, Executive Director and Secretary

APPROVED AS TO FORM AND LEGALITY


Wesley O. Fields, Legal Counsel to the Tax Increment
Financing Commission of Kansas City, Missouri



MAR - 2 2016

February 29, 2016

Wesley Fields
Partner
Direct: 816-391-7667
Fax: 816-855-3667
wofields@bryancave.com

Johnny Sweeney
Jackson County Economic Development
Jackson County Courthouse
415 E. 12th Street
Kansas City, MO 64106

Re: Downtown Library TIF Plan – Contribution Agreement

Dear Johnny:

Enclosed please find an executed original Contribution Agreement between the TIF Commission, DTC One, LLC and Jackson County, Missouri.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,


Wesley Fields

WOF
Enclosures

cc: Heather A. Brown, w/o encls.