

**SIXTH AMENDMENT TO
WOODSIDE VILLAGE REDEVELOPMENT AGREEMENT**

THIS SIXTH AMENDMENT TO WOODSIDE VILLAGE REDEVELOPMENT AGREEMENT (this "**Amendment**") is entered into this 12th day of July, 2012, by and between THE CITY OF WESTWOOD, KANSAS ("**City**"), and WOODSIDE REDEVELOPMENT, LLC, a Kansas limited liability company ("**Developer**").

RECITALS

WHEREAS, City and Developer entered into that certain Woodside Village Redevelopment Agreement, dated January 12, 2012, as amended pursuant to that certain First Amendment to Woodside Village Redevelopment Agreement, dated February 9, 2012, as the same was further amended pursuant to that certain Second Amendment to Redevelopment Agreement, dated March 12, 2012, as the same was further amended pursuant to that certain Third Amendment to Woodside Village Redevelopment Agreement, dated April 12, 2012, as the same was further amended pursuant to that certain Fourth Amendment to Woodside Village Redevelopment Agreement, dated May 10, 2012, and as the same was further amended pursuant to that certain Fifth Amendment to Woodside Village Redevelopment Agreement, dated June 14, 2012 (as amended, the "**Redevelopment Agreement**"), pursuant to which the City and Developer set forth those rights and obligations of each party as they relate to the redevelopment of the Redevelopment District (as defined therein);

WHEREAS, pursuant to Section 3.1 of the Redevelopment Agreement, certain conditions are required to be met prior to the General Condition Date, which conditions include, without limitation: (i) allowance of inspections of the City Property; (ii) the execution and delivery of an amendment to the Sublease with the Foundation, which is consistent with the terms of Exhibit I to the Redevelopment Agreement, and the acceptance by the City of the same, (iii) an amendment to the Funding Agreement acceptable to the parties, and the attachment of the same to the Redevelopment Agreement as Exhibit M-1, (iv) mutual agreement upon, and the attachment of, Exhibit E to the Redevelopment Agreement, which Exhibit E relates to the title commitment for the Released Property, and (v) the agreement by the parties of revisions to Exhibits G and H to the Redevelopment Agreement, and the attachment of the same thereto (the "**Conditions**");

WHEREAS, the parties agree and acknowledge that the Conditions have been met, and any exhibits to the Redevelopment Agreement required as a result of such Conditions shall be accepted by this Amendment;

WHEREAS, additionally, due to certain scrivener's errors contained within the Redevelopment Agreement, the parties desire to amend the same for the purposes of correcting the same.

NOW, THEREFORE, in consideration of the foregoing and the covenants and obligations contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between City and Developer as follows:

1. Definitions. Capitalized terms used herein but not defined shall have the meaning given to such terms in the Redevelopment Agreement.

2. Inspections. Pursuant to Section 3.1(a)(i) of the Redevelopment Agreement, the parties agree and acknowledge that Developer has had the opportunity to conduct Investigations of the City Property. Developer is sufficiently satisfied in all respects as to the condition of the City Property and accordingly has not elected to terminate the Redevelopment Agreement pursuant to Section 3.1(a)(i). Therefore Developer agrees to accept the condition of the Site "AS IS, WHERE IS" and Developer is deemed and considered to be fully and completely satisfied with the condition of the City Property and all parts and aspects thereof.

3. Sublease. Pursuant to Section 3.1(a)(ii) of the Redevelopment Agreement, the parties agree and acknowledge that the Sublease has been amended in conformance with Exhibit I to the Redevelopment Agreement, and the City hereby consents to such amendment of the Sublease.

4. Funding Agreement. Pursuant to Section 3.1(a)(iii) of the Redevelopment Agreement, the parties hereby agree that the amendment to the Funding Agreement has been executed and shall be attached to the Redevelopment Agreement as Exhibit M-1.

5. Permitted Exceptions. Pursuant to Section 3.1(a)(iv) of the Redevelopment Agreement, the parties hereby agree that they have mutually agreed upon the contents of Exhibit E, attached hereto, and the same shall be attached to the Redevelopment Agreement as Exhibit E thereunder.

6. Exhibits G and H. Pursuant to the Section 3.1(a)(v) of the Redevelopment Agreement, the parties hereby agree that Exhibits G and H, attached hereto, have been mutually agreed upon by the parties, and the current Exhibits G and H to the Redevelopment Agreement shall be deleted in their entireties and replaced with Exhibits G and H hereto, respectively.

7. Developer Name. The parties agree and acknowledge that, due to scrivener's error, the Developer's name was incorrectly stated in the Redevelopment Agreement, and the parties further agree that, the Developer's name is Woodside Redevelopment, LLC, a Kansas limited liability company. For all purposes set forth in the Redevelopment Agreement, when the Developer's name appears as Woodside Redevelopment, Inc. or Woodside Redevelopment, Inc., a Kansas corporation, the same shall be deleted and replaced with Woodside Redevelopment, LLC or Woodside Redevelopment, LLC, a Kansas limited liability company, as appropriate. By its execution of this Amendment, Woodside Redevelopment, LLC hereby ratifies and affirms all of the terms and provisions of the Redevelopment Agreement.

8. Incremental Sales Taxes Definition. The definition of "Incremental Sales Taxes" located within Annex I (Definitions) to the Redevelopment Agreement shall be deleted in its entirety and replaced as follows:

"Incremental Sales Taxes" means that amount of Sales Taxes collected by the City from any transient guest and local sales and use taxes within the Redevelopment District that is in excess of the amount of Sales Taxes collected within the Redevelopment District in the base year.

9. Amendment Controls; Ratification and Affirmation. In the event that the terms of this Amendment and the Redevelopment Agreement are held to be inconsistent, the terms of this Amendment shall control. The parties each agree and warrant that, in all other respects, the Redevelopment Agreement is unmodified, in full force and effect, and each party hereby ratifies and affirms the Redevelopment Agreement and any terms contained therein not otherwise modified by this Amendment.

10. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. Each party may rely upon facsimile or electronic mail counterparts of this Amendment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

CITY:

THE CITY OF WESTWOOD, KANSAS

By: _____

Mayor John Ye

ATTEST:

City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

DEVELOPER:

WOODSIDE REDEVELOPMENT, LLC

By: _____

Blair Tanner

EXHIBIT E
Permitted Encumbrances

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary disputes, shortage in area, or any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.
7. Taxes and assessments for the year 2011 and subsequent years.

Taxes for the year 2011 in the amount of \$37,299.63 are HALF PAID. This amount includes the following installments for special assessments: WASTEWTR CAP TAX PARCEL NO. RP69500000 0002
8. Easements, restrictions and setback lines as per plat, recorded in Plat Book 111, Page 9.
10. An easement to Cities Service Gas Co. in the document recorded in Book 53 Misc., Page 95 of Official Records.
11. An easement to Kansas City Power & Light Company in the document recorded in Volume 1059, Page 13 of Official Records.
14. Resolution No. WD 96-25 approving the proposed enlargement of the Consolidated Main Sewer District recorded July 18, 1996 in Book 4937, Page 720.
16. Ordinance No. 805 repealing Ordinance No. 802 and approving the replat of property commonly known as Woodside Racquet Club recorded July 7, 1999 in Book 6241, Page 615.
17. Terms and provisions of a Cooperative Agreement for Sewer Service, notice of which is given by a Memorandum filed June 25, 1976 in Volume 1126, Page 400.
18. Terms, conditions, rights, and ingress and egress provisions, as set forth in Disposition of Leases and other Interest in Realty and Personalty, recorded June 25, 1976 in Volume 1126, Page 418. (Includes other property).

EXHIBIT G
REQUIRED INFRASTRUCTURE IMPROVEMENTS & SERVICES¹

1. **Redevelopment District.** The parties agree that all references within this Exhibit G to the Redevelopment District shall refer to the Redevelopment District as depicted on Exhibit A-4 to the Agreement. Except as otherwise specifically set forth herein, all responsibilities and obligations of Developer shall be limited to within the Redevelopment District. The parties do however agree that to the extent that Exhibit A-4 does not include the entirety of the Rainbow Blvd. right of way immediately adjacent to the Redevelopment District, including the entirety of the intersection of 47th Street and Rainbow Blvd., that it is the parties intent that the entirety of such adjacent Rainbow Blvd. is to be included within the Redevelopment District. This definition of the Redevelopment District does not in any way limit the City's ability to seek recovery for any damage within any City right-of-way from any contractor or subcontractor of Developer or any insurer of any contractor or subcontractor of Developer.

2. **Utilities - Performance.** Developer is responsible for the performance and payment of the following, and in all cases Developer must comply with all Applicable Laws and Requirements, including the City's Manual of Infrastructure Standards for Right-of-way Restoration. To the extent any of the required utilities are located within the City's right-of-way, after completion, the City and/or the responsible utility company, will inspect to confirm the utilities were constructed in compliance with the responsible utility company's requirements, and if so, the City and/or the responsible utility company will accept such utilities. Developer will be required to obtain the City's standard right of way permits. Attached hereto as Schedule 1 is a list of utility companies.

(a) Burying of power and utility lines on Rainbow Boulevard within the Redevelopment District and within the public right-of-way;

(b) Sanitary upgrades required for the Project, including all structures and underground piping;

(c) Storm water upgrades, as required for the Project, including all structures and underground piping;

(d) Maintenance, repair and upgrades, which may include replacement, of all private sanitary structures and underground piping within the Redevelopment District but located outside of the City right-of-way, as may be required for the Project; and

(e) Maintenance, repair and upgrades, which may include replacement, of all private storm water structures and underground piping within the Redevelopment District but located outside of the City right-of-way, as may be required for the Project.

With respect to the subsection (c) above, Developer and the City agree that it may be necessary to upgrade certain portions of the referenced stormwater utilities outside of the

¹ The City makes no representations as to the requirements of any other jurisdiction or utility having control over utilities or infrastructure associated with or necessary for the construction and operation of the Project.

Redevelopment District as a result of additional utility impact caused solely by the development of the Project. In such instances, Developer and the City agree to use reasonable, good-faith efforts to mutually determine those referenced stormwater utilities outside of the Redevelopment District that may require upgrade solely as result of the Project, which determinations shall be made during the final site plan approval process. Any such upgrades necessitated by the Project outside of the Redevelopment District shall be upgraded by the Developer at no cost to the City.

With respect to subsection (e) above, Developer and the City agree that they will use reasonable, good-faith efforts in mutually determining if any of the stormwater utilities require upgrade versus replacement, which determinations will be made during the final site plan approval process, and which reasonable, good-faith efforts shall include a determination of whether replacement of such stormwater utilities is the most cost effective solution; provided, that cost shall not be the only determining factor of whether the parties agree upon upgrade or replacement of such utilities.

3. Utilities – Payment. Developer is responsible for the payment of the following costs:

(a) Those items set forth in Item 2 above for which Developer is responsible for the performance;

(b) Costs associated with installation of all necessary infrastructure within the Redevelopment District for the required utility improvements for the construction of the Project, including all soft costs; provided, that to the extent any improvements are required outside the Redevelopment District, as set forth in Section 2 above, Developer shall be responsible for all costs (including soft costs) in connection with the same; and

(c) With regard to storm water, compliance with NPDES Phase II permit requirements, APWA 5600 as well as the BMP Manual developed by MARC and an APWA subcommittee. Developer will maintain all required BMPs as outlined and approved in the storm water management plan for the Project, and will provide documentation of annual inspections by a certified inspector under the direction of a professional engineer licensed in Kansas. A detailed report must be submitted to the City annually as proof of compliance. The requirements of the storm water management plan will be recorded in the Johnson County's Register of Deeds' office as a separate requirement running with the Property.

4. Services.

(a) Developer is responsible for the performance and payment of all trash, recycling, and yard waste removal for the Project.

(i) Developer and City agree that they shall work in good faith during the final site plan approval process in connection with the Project to reach a mutually acceptable solution with respect to the placement and screening of trash receptacles that mitigates impacts on residences.

(ii) To the extent such times may be controlled by Developer, all pick-up times for trash, recycling, and yard waste must be between 8 AM and 8 PM.

(b) Developer is responsible for all construction, maintenance, repair and replacement of sidewalks, streetscape amenities, and public spaces serving the Project outside of the public right-of-way and within the Redevelopment District. This includes:

(i) Landscaping, irrigation, lighting, installation and upkeep of trash receptacles, seating, pruning and maintenance of landscaping, plant material, mulching; repair and replacement of sidewalks, snow removal, deicing, sweeping, cleaning and ADA compliance, within the Redevelopment District.

(ii) Developer and City agree that they shall work in good faith during the final site plan approval process in connection with the Project to reach a mutually acceptable solution with respect to the removal of snow and ice from the angled parking spaces along the south side of 47th Place.

(iii) All installation, maintenance and cost of operation for lighting located outside of the public right-of-way and within the Redevelopment District.

(c) All installation of lighting located within the public right-of-way, and within the Redevelopment District, that is outside the standard contract between the City and the electric utility provider, including non-standard fixtures, new or additional fixtures, and adjustments to the location of fixtures.

5. Farmer's Market. Developer is responsible for the construction and maintenance of the improvements located within City-owned property necessary for the Farmer's Market. Developer and the City agree to work in good faith during the final site plan approval process of the Project to identify a site plan, construction plan, and ongoing maintenance plan for such Farmer's Market.

6. Developer Haul Route. Developer and the City agree that prior to the construction of any improvements as set forth in this Exhibit G, Developer and City shall mutually agree upon a route by which construction vehicles shall enter and exit the Redevelopment District. Prior to the commencement of any construction required by this Exhibit G, the parties shall obtain a video of the agreed upon haul route and provide a copy of the same to the City for the purpose of documenting the pre-construction condition of the right of way.

Schedule 1
Utility Company List

1. **Kansas City Power & Light**
City Franchised Electricity Provider
John Wienstroer, Commercial Representative
16215 W. 108th Street
Lenexa, KS 66219
TEL 913-894-3074
John.wienstroer@kcpl.com
2. **Kansas Gas Service**
City Franchised Natural Gas Provider
Tony Cellitti, P.E., Manager of Engineering
11401 W. 89th Street
Overland Park, KS 66214
TEL 913-599-8912
tcellitti@oneok.com
3. **WaterOne (Water District No. 1 of Johnson County)**
City Water Provider
Matt Carter, P.E., Lead Design Engineer
10747 Renner Boulevard
Lenexa, KS 66219
TEL 913-895-5776
mcarter@waterone.org
4. **Johnson County Wastewater**
City Wastewater Provider
Zack Milburn, P.E.
11811 S. Sunset Drive, Suite 2500
Olathe, Kansas 66061-7061
TEL 913-715-8500
zack.milburn@jcw.org
5. **Time Warner Cable**
City Franchised Telecommunications Provider
Mario Escobar, Construction Manager
8221 W. 119th Street
Overland Park, KS 66213
TEL 913-643-1979
mario.escobar@twcable.com

6. AT&T
City Franchised Telecommunications Provider
Andrew Reed
500 E. 8th, Room 695
Kansas City, MO 64106
TEL 816-275-3910
ar6749@att.com
7. Surewest
City Franchised Telecommunications Provider
Tom Reaves, Commercial Construction Manager
9701 Lackman Road
Lenexa, KS 66219
TEL 913-322-9631
tom.reaves@surewest.com
8. Southern Star Central Gas Pipeline
National Wholesale Natural Gas Supplier
Robert Bath, District Manager
8195 Cole Parkway
Lenexa, KS 66227
TEL 913-422-6301
bob.a.bath@sscgp.com
9. City of Westwood
Municipal Stormwater System, ROW Operator
John Sullivan, Director of Public Works
2545 W. 47th Street
Westwood, KS 66205
TEL 913-432-1550
westwoodpublicworks@kc.rr.com
10. Kansas Department of Transportation
KDOT Controls the State Highways
Burt Morey, P.E., Metro Engineer
1290 S. Enterprise
Olathe, KS 66061
TEL 913-764-4525
bmorey@ksdot.org

EXHIBIT H
TRAFFIC AND RIGHT -OF -WAY MANAGEMENT

1. Developer shall bear the cost of engineering and initial construction of all traffic and right-of-way improvements necessitated by the Project, as more fully set forth in this Exhibit H. Except as otherwise set forth herein, to the extent any of the required traffic and right -of -way improvements are located within the City's right-of-way, after completion, the City and/or appropriate utility company, or county, state, or federal agency, whichever is the responsible party, will inspect to confirm the improvements were constructed in compliance with the applicable requirements, and if so, such parties as applicable, including the City, will accept such improvements, and the City , or such other party as may be applicable, shall become responsible for maintenance and upkeep of such improvements.²

2. Developer and the City agree that prior to the construction of any improvements as set forth in this Exhibit H, Developer and City shall mutually agree upon a route by which construction vehicles shall enter and exit the Redevelopment District. Prior to the commencement of any construction required by this Exhibit H, the parties shall obtain a video of the agreed upon haul route and provide a copy of the same to the City for the purpose of documenting the pre-construction condition of the right-of-way.

3. Developer and the City agree that Developer shall be responsible for any and all permitting costs required in connection with the construction of any improvements as set forth in this Exhibit H.

4. The parties agree that all references herein to the Redevelopment District within this Exhibit H shall refer to the Redevelopment District as depicted on Exhibit A-4 to the Agreement. Except of otherwise specifically set forth herein, all responsibilities and obligations of Developer shall be limited to within the Redevelopment District. The parties do however agree that to the extent that Exhibit A-4 does not include the entirety of the Rainbow Blvd. right of way immediately adjacent to the Redevelopment District, including the entirety of the intersection of 47th Street and Rainbow Blvd., that it is the parties intent that the entirety of such adjacent Rainbow Blvd. is to be included within the Redevelopment District. This definition of the Redevelopment District does not in any way limit the City's ability to seek recovery for any damage within any City of way from any contractor or subcontractor of Developer or any insurer of any contractor or subcontractor of Developer.

ALL PHASES

5. Developer shall pay all costs for all right-of-way improvements including sidewalk and roadway improvements, inclusive of pavement markings, traffic control devices, storm water inlets and junction boxes, curb and gutter, and additional pavement, required in

² Notwithstanding anything set forth herein to the contrary, the City and Developer recognize and agree that the City may ultimately lease the traffic signals set forth herein from KCP&L or other parties, and in the event that such signals are leased, the parties shall negotiate the terms pursuant to which Developer would share in the cost of those leases, with the understanding that Developer's share shall be roughly equivalent to the costs of installing (and, as applicable, maintaining) the signals as required herein.

connection with the construction of the Project, as set forth herein, and located within the Redevelopment District. All public improvements will be performed by Developer at Developer's cost in compliance with the requirements of the City and/or requisite governing authority in the event the governing authority is not the City, in which case the City will direct the Developer accordingly.

6. Developer and the City agree that the installation of: (i) traffic signage and pavement markings, and (ii) certain curbs and gutters at the intersection of Rainbow Boulevard and 47th Street, may be required outside of the Redevelopment District as a result of the Project. In such instances, Developer and the City agree to use reasonable, good-faith efforts to mutually determine those aforementioned improvements outside of the Redevelopment District that may be required solely as a result of the Project, which determinations shall be made during the final site plan approval process. Any such improvements necessitated by the Project outside of the Redevelopment District shall be completed by the Developer at no cost to the City.

7. Once constructed, the responsibility of the roadway, striping and traffic control devices (unless otherwise noted), curb and gutter, sidewalks, storm water improvements and pavement within the public right-of-way shall become the responsibility of the City and the State of Kansas, as applicable; provided that all such improvements have been constructed in accordance with the City's (or other responsible governmental body's) specifications and Applicable Laws and Requirements and accepted by the City or State, respectively.

8. Developer shall pay all costs for any required additional traffic signage and any damage done to existing roadways due to construction in connection with the Project.

9. Any traffic control devices required to be installed by the Developer herein and located within the public right-of-way will be inspected by the City after completion and transferred to the City upon acceptance. To the extent any traffic control device located within the public right-of-way meets the standard requirements of the public electric utility provider, such device will be included within the City's lease with such provider for all the traffic control devices within the City, and, therefore, City will maintain such devices in accordance with the terms of such lease.

10. Notwithstanding any terms or provisions of this Exhibit H to the contrary, nothing herein shall cause Developer to incur any costs or make any sidewalk, curb and gutter, lighting, or other improvements directly associated with any specific Phase until Developer has commenced construction of such Phase.

REQUIRED FOR THE NORTH PHASE:

11. Developer shall perform and pay all costs in connection with the construction necessary for extending 47th Street into the Redevelopment District.

12. Developer shall perform and pay all costs for the necessary signalization of 47th Place and Rainbow Boulevard, as well as the maintenance, repair and replacement thereof, except to the extent located in the public right-of-way.

13. Developer shall perform and pay all costs for necessary updates to the existing signal at 47th Street and Rainbow Boulevard, including interconnections with the new 47th Place and Rainbow Boulevard traffic signal.³

14. Developer shall perform and pay all costs for necessary street improvements on 47th Place from the Club on the east to Rainbow Boulevard.

15. Developer shall perform and pay all costs for the construction of necessary pedestrian cross walks located mid-block on 47th Place and located within the Redevelopment District.

16. Developer shall perform and pay all costs associated with the necessary new turn lanes on Rainbow Boulevard, north and southbound.

17. Developer shall perform and pay all costs associated with necessary new traffic signage on 47th Terrace.

REQUIRED FOR CLUB PHASE AND/OR THE SOUTH PHASE:

18. Any necessary work, costs or expenses due to compliance with the conditions contained in Sections 2.3 and 2.4 of this Agreement.

³ See Footnote 2.

EXHIBIT M-1
Amended Funding Agreement

(attached on following page)

FUNDING AGREEMENT

This Funding Agreement ("Agreement") is entered into this _____ day of July, 2012, between the **CITY OF WESTWOOD, KANSAS** ("Westwood"), and **WOODSIDE REDEVELOPMENT, LLC**, a Kansas limited liability company, (referred to as "Developer").

RECITALS

WHEREAS, Westwood is a political subdivision organized and existing under the laws of the State of Kansas, with its principal office located at 4700 Rainbow Boulevard, Westwood, KS 66205; and

WHEREAS, Woodside Redevelopment, LLC is a Kansas limited liability company engaged in the business of development with its principal office located at 1545 Stone Canyon Road, Los Angeles, CA 90077 and is engaged in the business of development; and

WHEREAS, as of the date of the execution of this Agreement, Westwood has granted approvals necessary to enable Developer to obtain tax increment financing including approval of: (1) Ordinance No. 919, An Ordinance Making Findings and Establishing a Redevelopment District in the City of Westwood, Kansas Pursuant to K.S.A. 12-1770 et seq. and Amendments Thereto, adopted on September 13, 2011; and, (2) Ordinance No. 923, An Ordinance Approving and Adopting a Redevelopment Project Plan for the Woodside Village Redevelopment District Within the City Pursuant to K.S.A. 12-1770, et seq., As Amended (Woodside Project), adopted on December 20, 2011; and

WHEREAS, as of the date of the execution of this Agreement, Westwood has granted approvals necessary to enable Developer to obtain community improvement district financing including approval of Ordinance No. 924, An Ordinance Authorizing the Creation of a Community Improvement District Within the City and Declaring the Intent of the City to Levy a Community Improvement District Sales Tax to be Collected Within Such District Pursuant to K.S.A. 12-6a26 et seq., As May Be Amended (Woodside Project), adopted on December 20, 2011; and

WHEREAS, as of the date of the execution of this Agreement, Westwood has granted planning and zoning approvals including approval of the preliminary site plan #SPA-2011-02 and rezoning application #R-2011-01 both of which were approved on October 13, 2011; and,

WHEREAS, on January 12, 2012 the parties entered into the Woodside Village Redevelopment Agreement defining the parties' rights, duties and responsibilities with respect to the development; and

WHEREAS, Westwood has been requested by the Developer to consider additional approvals necessary to enable the development to proceed including, but not limited to, further planning and zoning submissions to include a final site plan submission and an application for a re-plat of the subject property (hereinafter "Request"); and,

WHEREAS, as recognized by the parties in Section 4.5 of the Redevelopment Agreement, during the term of the Redevelopment Agreement the City shall incur attorney and professional fees necessary to administer such Agreement and carry out the City's obligations under such Agreement (hereinafter "Administration"); and,

WHEREAS, Westwood does not have a source of funds to finance costs incurred for additional legal, professional and planning consultants or for direct out-of-pocket expenses and other reasonable costs resulting from services rendered to the City to review, evaluate, process and consider the Request

for further planning and zoning approvals or associated with administration of the Redevelopment Agreement (collectively referred to as the "Charges"); and

WHEREAS, the parties desire to enter into this Agreement to provide for the funding of consultants used by Westwood.

AGREEMENT

1. Services to be Performed by Westwood. Westwood shall:

A. Prepare or consult with the Developer on the preparation of and consider the Request and conduct necessary Administration in accordance with the provisions of state and local laws and ordinances, and pursuant to the terms of the Redevelopment Agreement, and give all notices in a timely manner, make all legal publications and hold hearings as legally required;

B. Provide necessary staff, legal, financial, and planning assistance to prepare and present the Request to Westwood and to prepare and present required resolutions and ordinances to the Westwood City Council and the Westwood Planning Commission, including the use of the City's counsel and consultants; and,

C. Provide necessary staff, legal, and financial assistance associated with Administration and satisfaction of all duties and responsibility under the Redevelopment Agreement.

2. Initial Deposit. In order to insure the prompt and timely payment of the Charges, the Developer shall establish a fund in the amount of Fifteen Thousand Dollars (\$15,000.00) (the "Deposit") by paying such amount to Westwood contemporaneously with initiation of Developer's activities and initial communications with the Westwood relating to the Request. Westwood shall pay initial Charges, including Charges incurred prior to the execution of this Agreement, from the Deposit and shall promptly submit an itemized statement therefore to the Developers to re-establish the Deposit so that there is always a Fifteen Thousand Dollar (\$15,000.00) cash balance available against which additional charges and payments may be applied on a current basis. Westwood shall submit monthly statements itemizing the Charges paid from the Deposit during the preceding month. Charges shall be paid from this fund until such time as Public Financing Proceeds, as defined under the Redevelopment Agreement, are available to pay such charges. At the time that Public Financing Proceeds are available for payment of such Charges, any balance left in the Deposit shall be returned to Developer and all further Charges shall be paid from Public Financing Proceeds.

3. Additional Funding.

A. Westwood and the Developer agree that the Developer shall reimburse Westwood for its reasonable actual out-of-pocket expenses necessary to perform Westwood's obligations hereunder using McAnany, Van Cleave & Phillips, P.A. as legal counsel for the City with respect to the Request and Administration, and such other special consultants and advisors to perform the following functions:

- i. peer review of the Developer's traffic study; and,
- ii. peer review of traffic signal designs.

Westwood shall obtain and submit estimates or bids from such other special consultants and advisors, providing a copy to the Developer and conferring with Developer relating to such estimates or bids prior to engaging any such other special consultants and advisors. Prior to engaging additional third parties (or allowing them to be engaged through one of the listed consultant / advisors herein) Westwood shall obtain written approval of Developer, which shall not be unreasonably withheld. The payment of these expenses does not relieve the Developer of its obligation to pay for all permits, bonds or other requirements of the City Code, including, but not limited to, building permit, land disturbance application, land disturbance permit, grading plan review, and grading fees.

B. Westwood shall submit to Developers an itemized statement for expenses due hereunder. Such statements shall be submitted on a regular periodic basis, but no more often than monthly. The Developers shall pay Westwood the amounts set forth on such statements (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received, the unpaid balance shall be subject to a penalty of one and one half percent (1.5%) per month until paid, but in no event shall such penalty exceed eighteen percent (18%) per annum, and Westwood shall be relieved of any and all obligations hereunder until paid or may terminate this Agreement pursuant to Section 5.a. Developers shall supply the Additional Funds in a timely manner so that Westwood activities may continue without interruption.

4. Disbursement of Funds. Westwood shall disburse the Deposit and Additional Funds and/or Public Financing Proceeds for reimbursement of costs to Westwood on or before the thirtieth (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by Westwood in connection with the performance of its obligations under this Agreement as payment for such expenses become due. Upon reasonable notice, Westwood shall make its records available for inspection by Developers with respect to such disbursements.

5. Termination.

A. In the event the Developers fail to perform any of its obligations herein, Westwood may terminate this Agreement, and/or suspend any other agreement between the parties, at its sole discretion if the Developers fail to cure the default within thirty (30) days after written notice to the Developers of the default. Termination by Westwood shall also suspend any duties and obligations of Westwood with respect to this Agreement, including, but not limited to, Westwood's processing of Developers' Request. Upon such termination, Westwood shall retain the Deposit and Additional Funds, if any, necessary to reimburse Westwood for all reasonable expenses incurred under this Agreement to the date of termination and any monies due and owing to Westwood pursuant to any other agreement. Alternatively, Westwood may elect to seek reimbursement of such reasonable expenses incurred under this Agreement from available Public Financing Proceeds as provided in this Agreement and/or as provided in Section 4.5 of the Redevelopment Agreement.

B. The parties hereto acknowledge that the Developer may determine to abandon the Request. Upon notice of abandonment by the Developer, this Agreement shall terminate. Upon receipt of notice of abandonment by the Developer, Westwood shall promptly notify all consultants and advisors to cease any further work relating to the development. Upon notice of abandonment by Developers, Westwood shall retain only that portion of the Deposit and Additional Funds, if any, necessary to reimburse Westwood for all expenses incurred under this Agreement to the date of termination. Any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by, or reimbursed to,

Westwood shall be returned to the Developers. Alternatively, Westwood may elect to seek reimbursement of such reasonable expenses incurred under this Agreement from available Public Financing Proceeds as provided in this Agreement and/or as provided in Section 4.5 of the Redevelopment Agreement.

C. In the event the Deposit and Additional Funds are insufficient to reimburse Westwood for the outstanding expenses of Westwood payable hereunder, the Developers shall reimburse Westwood as set forth in Section 3. Alternatively, Westwood may elect to seek reimbursement of the remaining outstanding expenses incurred under this Agreement from available Public Financing Proceeds as provided in this Agreement and/or as provided in Section 4.5 of the Redevelopment Agreement.

6. Reimbursement By Westwood. All amounts paid by the Developers to Westwood pursuant to this Agreement are expected to be eligible "redevelopment project costs" and/or "costs" in accordance with the Tax Increment District Financing Act, K.S.A. 12-1770 *et seq.* and the Community Improvement District Act, K.S.A. 12-6a26 *et seq.*, which would be eligible to be reimbursed to the Developers from bonds or on a pay-as-you basis from tax increment or community improvement district revenues.

7. No Obligation to Approve the Request. The Developer acknowledges that the City is not obligated by the execution of this Agreement to approve any planning or zoning application of the Developer or approve a proposed project and that the approval of any planning or zoning application or a proposed project are subject to the sole discretion of the Governing Body and/or Planning Commission of the City and other applicable federal, state and local laws.

8. Notice. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the Westwood:

City of Westwood, Kansas
Attn: City Clerk
4700 Rainbow Blvd.
Westwood, KS 66205

With a copy to:

Ryan B. Denk
McAnany, Van Cleave & Phillips, P.A.
10 E. Cambridge Circle, Dr., Ste. 300
P.O. Box 171300
Kansas City, KS 66117-1300

To the Developer:

Woodside Redevelopment, LLC
Attn: Blair Tanner
1545 Stone Canyon Rd.
Los Angeles, CA 90077

With a copy to:

Chase Simmons
Polsinelli Shughart PC
700 West 47th Street, Suite 1000
Kansas City, Missouri 64112

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

8. Counterparts. This Agreement may be executed in multiple originals or counterparts, each of which will be an original and when all of the parties to this Agreement have signed at least one (1) copy, such copies will constitute a fully executed and binding Agreement.

9. Miscellaneous.

a. Amendments. This Agreement may be supplemented or amended only by written instrument executed by the parties affected by such supplement or amendment.

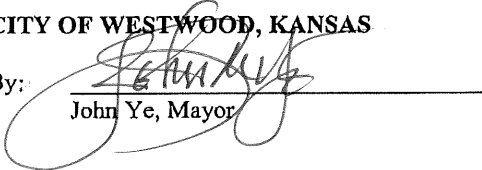
b. Applicable Law and Venue. This Agreement shall be deemed to be entered into in the State of Kansas, and shall be construed in accordance with the laws of the State of Kansas. The sole and exclusive venue for any legal action based upon or in any way relying upon this Agreement shall be within the District Court of Johnson County, Kansas.

c. Non-liability of City Officials and Employees. No member of the Governing Body, official or employee of the City shall be personally liable to Developers, or any successor in interest to the Developers, pursuant to this Agreement, nor for any default or breach of the Agreement by the City.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.


CITY OF WESTWOOD, KANSAS

By:


John Ye, Mayor

ATTEST:

By:

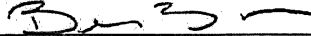

Fred Sherman, City Clerk

APPROVED AS TO FORM:

By:


Ryan Denk, City Attorney

WOODSIDE REDEVELOPMENT, LLC

By: 
Name: BLAIR TANNER
Title: PRESIDENT

END OF DOCUMENT