City of Topeka Contract No. ________

DEVELOPMENT AGREEMENT FOR THE LAUREN'S BAY DEVELOPMENT SUBDIVISION RHID, CID, AND PAYMENT FOR FORGIVENESS OF HISTORICAL SPECIALS

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into as of March ____, 2025, between the CITY OF TOPEKA, KANSAS, a municipal corporation duly organized under the laws of the State of Kansas (the "City") and LB LOTS, LLC, a Kansas limited liability company, the developer of the district identified as the Lauren's Bay Development Reinvestment Housing Incentive District hereunder (the "Developer").

RECITALS

A. Shawnee County annually holds a Tax Foreclosure Sale (the "Tax Sale") and held said sale on September 19, 2024.

B. In the 2024 Tax Sale were certain lots in Lauren's Bay owned by Klaton Real Estate, LLC, 3420 SW Fairlawn, LLC, and LB Lots LLC ("the Lots").

C. In advance of the Tax Sale, the City passed Resolution 9586 through which it forgave the past due City assessed specials on the Lots in exchange for full payment of past due ad valorem taxes and a negotiated payment between the Public Infrastructure Committee and the Developer to be approved by the entire Governing Body by December 21, 2024.

D. Resolution 9586 also waived, by Governing Body action, the requirement in the Resolution No. 9452 that there be no outstanding past due ad valorem taxes or special assessments prior to application for a reinvestment housing incentive district to allow the Developer to submit for the creation of a reinvestment housing incentive district in Lauren's Bay and committed the City to work with bond counsel and the Developer to decrease the annual yearly special assessments remaining on the Lots through the creation of a community improvement district.

E. The Lots were removed by Shawnee County from the Tax Sale upon payment of the past due ad valorem taxes.

F. Unable to complete negotiations in the timeframe originally provided, the City's Governing Body passed Resolution 9609 on December 17, 2024 extending the deadline for negotiation to March 31, 2025.

G. If no agreement is reached, following good faith negotiations and approved by the entire Governing Body by March 31 with payment rendered to the City by May 31, 2025, the Lots shall be donated by the Developer to the City's land bank. The transfer shall occur no later than June 30, 2025.

H. The Developer has negotiated a payment of $2.25 per square foot of land for the Lots in consideration of the forgiven past due special assessments to be placed in escrow under the terms of this Development Agreement.

I. Pursuant to K.S.A. 12-5241 *et seq.* as amended and supplemented from time to time (the "RHID Act"), the City has the authority to establish a reinvestment housing incentive district and to adopt a plan for development or redevelopment of housing and public facilities in the reinvestment housing incentive district.

J. The City has established a policy and procedure for the utilization of the RHID Act in the City in Resolution Number 9379 and 9452 which were rescinded and replaced by Resolution Number 9627 adopted by the Governing Body on February 18, 2025, "the **RHID Policy**".

K. The Developer has applied for the creation of a reinvestment housing incentive district for an area within the City in accordance with the RHID Policy.

L. The Governing Body of the City adopted Resolution No. _____ on ______________, in which the Governing Body found it necessary and desirable to establish the Lauren's Bay Development Reinvestment Housing Incentive District containing within its boundaries the real property legally described in **Exhibit A** attached to the Agreement pending official approval from the Kansas Department of Commerce (the "RHID") within the City, pursuant to the RHID Act.

M. Pursuant to K.S.A. 12-6a26 et seq.as amended and supplemented from time to time (the "**CID Act**"), the City has the authority to establish a community improvement district.

N. The City has established a policy and procedure for the utilization of the CID Act in the City in Resolution Number 8392 rescinded and replaced in Resolution Number 9625 adopted on February 18, 2025 "the **CID Policy**".

O. The Developer has applied for a community improvement district to help with certain infrastructure project costs assessed as special assessments on the Lots in the support of economic development and refinancing of such special assessments and prior City bonds that financed such infrastructure project costs.

P. Upon approval of the requested RHID by the Department of Commerce, the Developer intends to request the use of RHID Increment (as defined herein) within the RHID to finance the eligible costs of the RHID Project subject to the limitations in this Agreement.

Accordingly, the parties agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Incorporation of Recitals. The parties acknowledge and agree the Recitals set forth above are hereby incorporated as though more fully set forth herein.

Section 102. Definitions. Terms defined in the preamble and the recitals of this Agreement have their assigned meanings, and the following terms have the meanings assigned to them:

"Agreement" means this Agreement as may be amended in accordance with the terms of the Agreement.

"CID Commencement Date" means August 25, 2025.

"CID" means the Lauren's Bay Community Improvement District to be established by the City via ordinance which contains within its boundaries the real property legally described and generally described in **Exhibit B**, including the Lots**.**

"CID Eligible Project Cost" means the costs of the Project described in the column labeled "CID Eligible Project Costs" on **Exhibit C.**

"CID Ordinance" means the ordinance No **_____** proposed to be passed by the Governing Body authorizing the creation of the Community Improvement District and levying a special assessment, as amended from time to time on [**__________**]. This Agreement will be supplemented with the Ordinance number and date upon passage by the Governing Body.

"**CID Petition**" means the petition requesting the creation of the Lauren's Bay Community Improvement District filed with the City Clerk on February 14, 2025.

"CID Term" means a term commencing on the CID Commencement Date and ending on the date twenty-two (22) years following the CID Commencement Date (i.e., August 25, 2025), or the payment of the last installment of special assessments imposed within the CID whichever occurs first.

"City Administrative Fee" means an amount equal to two (2) percent of the RHID Increment collected for the preceding calendar year, which fee is in addition to payment by the Developer of the City Expenses.

"City Clerk" means the duly appointed City Clerk of the City of Topeka, Kansas.

"City Expenses" means the reasonable outside expenses actually incurred by the City (with commercially reasonable supporting documentation) in connection with the proceedings creating the CID and the RHID, approving the Development Plan, and implementing this Agreement, including, but not limited to, financial, legal, accounting or engineering consultants and appraisal fees, if any.

“Escrow Agent” means the individual selected by the Parties prior the signing date of the Agreement to hold the payment required under Section 403 until it is eligible for release to the City or until this Agreement is terminated, whichever comes first.

“Event of Default” means an event of default as defined in **Section 1002** of this Agreement.

“Governing Body” means the governing body of the City.

“Housing Development Plan” means the plan submitted by the Developer following the approval of the creation of the district by the Kansas Secretary of Commerce as required in the City’s RHID Policy and available for public inspection, as further described in **Exhibit D** to be added to this Agreement upon submission.

“Parties” means, collectively, the City and the Developer.

“Permitted Delays” means any delay by a party performing its respective obligations hereunder, as a result of a condition or event outside the reasonable control and through no fault of the party so delayed, excluding conditions or events relating to the economic resources of such party or of other parties, it being the intent of this Agreement to construe the terms “Permitted Delays” to mean events such as natural disasters, fires, failure of suppliers or subcontractors to perform in accordance with contractual obligations and similar acts beyond the control of the parties, such as political discourse and does not include changes in home sale market conditions, failure of a party to obtain necessary financing, a business decision to delay or withdraw resources to a project or similar acts related to monetary circumstances.

“Project” means the construction of fifteen (15) homes in a mix of six (6) styles ranging from a minimum of approximately 1700 sf of living space on a single floor with at least three bedrooms and two bathrooms as depicted House Plan Presentation attached as **Exhibit E** attached to this Agreement, together with street and stormwater improvements, site preparations, infrastructure improvements, and all related appurtenances. This definition shall be supplemented by the Housing Development Plan upon submission by the Developer following approval of the district by the Kansas Department of Commerce.

“Reimbursable Project Costs Cap” means reimbursement from RHID Increment in an amount to be determined upon completion of a financial analysis following the submission of the Housing Development Plan for approval; however, the amount shall be equal to an amount that satisfies the but-for qualifications of a maximum equity internal rate of return of 18% and a maximum project rate of return (capitalization rate) of 7.5%, (exclusive of City Administrative Fee and City Expenses), earned as follows:

(a) Upon the completion of four (4) homes, as evidenced by passing the final inspection from the City for each of the four homes, up to 40% of the total Reimbursable Project Costs Cap for the entire Project shall be eligible for draw down;

(b) Upon the completion of eight (8) homes in total, as evidenced by passing the final inspection from the City for each of the eight homes, up to 60% of the total Reimbursable Project Costs for the entire Project shall be eligible for draw down;

(c) Upon the completion of twelve (12) homes in total, as evidenced by passing the final inspection the City for each of the twelve homes, up to 80% of the total Reimbursable Project Costs Cap for the entire Project shall be eligible for draw down;

(d) Upon the completion of fifteen (15) homes in total, as evidenced by passing the final inspection from the City for each of the fifteen homes, the entirety of the Reimbursable Project Costs Cap for the entire Project shall be eligible for draw down.;

"RHID Eligible Expenses" means actual expenses related to the RHID Project commencing with the date of this Agreement, including City Expenses and the City Administrative Fee, to the extent such expenses are permitted pursuant to the RHID Act and the City's RHID Policy (Resolution Number 9627), provide such expenses (except for the City Administrative Fee and City Expenses) are set forth in the Housing Development Plan and agreed upon by the Parties upon completion of the Financial Analysis showing the eligible costs meet the requirements of the maximum Reimbursable Project Costs Cap. For the purposes of clarity, the parties agree that vertical construction costs and prior special assessments related to the RHID Project are RHID Eligible Expenses as the Lots meet the requirements under the RHID Act.

"RHID Fund" means the Lauren's Bay Development Reinvestment Housing Incentive District Fund created pursuant to **Section 502(a)** hereof.

"RHID Increment" means real property taxes produced from that portion of the current assessed valuation of real property within the RHID in excess of an amount equal to the total assessed value of such real property on the effective date of the establishment of the RHID, less such real property taxes attributable to mill levies which, pursuant to State law, cannot be used to finance improvements under the RHID Act.

"RHID Project" means the construction of the portion of the Project consisting of the improvements within the RHID, to the extent financed with RHID Increment and specifically described in the Housing Development Plan submitted following the approval of the RHID by the Kansas Department of Commerce.

"RHID Term" shall have the meaning in **Section 502(c)** of this Agreement.

"State" means the State of Kansas.

Section 103. Rules of Construction. The following rules of construction shall apply in construing the provisions of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

A. The terms defined in this Article and throughout the Agreement include the plural as well as the singular.

B. All accounting terms not otherwise defined in this Agreement shall have the meanings assigned to them, and all computations provided for in the Agreement shall be made, in accordance with generally accepted governmental accounting principles.

C. All references herein to "generally accepted governmental accounting principles" refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

D. All references in this Agreement to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

E. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

F. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

ARTICLE II
DISTRICT FORMATION AND PURPOSE

Section 201. RHID District Formation and Purpose. This Agreement is contingent, pursuant to the RHID Act, as well as the proceedings of the City, including the RHID Ordinance, on the City authorizing the creation of the RHID and approving the Housing Development Plan. The purpose of creating the RHID and approving the Housing Development Plan is to provide the Developer with an economic incentive to undertake the Project and to provide for further economic development in particular housing of the City. The purpose of this Agreement is to outline the rights, duties and obligations of the Parties as they relate to the RHID Project and to provide for the reimbursement to the Developer of the RHID Eligible Expenses from the RHID Increment, in accordance with the further terms of this Agreement.

Section 202. CID District Formation and Purpose. This Agreement is contingent upon, pursuant to the CID Act as well as the proceedings of the City including the CID Ordinance, on the City authorizing the creation of the CID. The purpose of creating the CID is to provide an economic incentive to undertake the Project and to provide for further economic development of the City by refinancing City bonds and refinancing and replacing the current special assessments on the Lots with a new assessment in a lower amount over a longer period of time more comparable to similarly situated properties in the area. The purpose of this Agreement is to outline the rights, duties and obligations of the Parties as they relate to the CID, in accordance with the further terms of this Agreement.

ARTICLE III
REPRESENTATIONS OF THE PARTIES

Section 301. Representation of the City. The City is a municipal corporation organized under the laws of the State. The City is authorized pursuant to the RHID Act to create the RHID District and approve the Housing Development Plan; to enter into this Agreement and to perform the duties and obligations of the City contained herein. This Agreement is contingent on the Department of Commerce approving the creation of the RHID, and the Governing Body taking all requisite action to pass the RHID Housing Development Plan Ordinance, which, when it becomes effective, will create the RHID and approve the Housing Development Plan. With the consent of the Developer, the City is authorized pursuant to the CID Act to create the CID and impose special assessments to be levied pursuant to the provisions of the CID Act. This Agreement constitutes a valid and binding obligation of the City in accordance with its terms and conditions.

Section 302. Representation of the Developer. The Developer is a limited liability company duly organized and existing under the laws of Kansas. The Developer has taken all requisite action under its organizational documents to authorize the execution of this Agreement and to perform the duties and obligations of the Developer contained in it. The Agreement constitutes a valid and binding obligation of the Developer in accordance with its terms. Throughout the term of this Agreement, the Developer agrees to maintain its status as such an entity, in good standing and authorized to do business in the State.

ARTICLE IV
DEVELOPMENT STRUCTURE

Section 401. Scope of Agreement RHID. This Agreement applies to the development of the RHID Project with funds available to the Developer with subsequent reimbursement of certain eligible costs from RHID Increment when and if available. Subject to the terms of this Agreement, the parties agree that the Developer shall cause the RHID Project to be completed pursuant to this Agreement, and the Developer shall bear the costs of the development of the RHID Project. Upon satisfaction of the conditions set forth in this Agreement, the City will reimburse the Developer for RHID Eligible Expenses for the RHID Project.

Section 402. Scope of Agreement CID. This Agreement applies the creation of the CID by the City as described in this Agreement. As required by the CID Policy, the Developer shall be responsible for paying all costs necessary to comply with state law, including but not limited to: costs of legal publication notices, resolutions and ordinances. The Developer shall also reimburse the City for reasonable expenses associated with review and evaluation of the CID Petition and this Agreement by the City's financial advisor. Developer payments under this section shall be considered to be CID Eligible Project Costs and may be paid by being included in the special assessments on the Lots. For the purposes of clarity, the City shall retain 100% of all special assessments paid pursuant the CID in satisfaction of bonds previously issued to finance infrastructure supporting the RHID Project and to be refinanced under the CID Act.

Section 403. Scope of Agreement Payment for Forgiveness of Historical Specials. In consideration for the forgiveness of the historical special assessments on the Lots, the Developer shall pay $2.25 per square foot of land area for a total of $525,333.60. This payment will be escrowed by the Developer upon signing of this Agreement and become due to the City upon successful final approval of the RHID and CID by the City's Governing Body. The City shall use $102,000 of this payment to apply to the current outstanding special assessments. In the event, that either the RHID or the CID are not approved, this Agreement will be void, the escrowed sum made pursuant to this section shall return to the Developer and the provisions of Resolution 9686 shall apply to the disposition of the Lots.

Section 404. Modification of Improvements. The Project described herein shall only be materially amended or modified, (i) with the prior written consent of the City, which consent shall not be unreasonably withheld and which shall be granted so long as the proposed amendment or modification is consistent with the general spirit and intent of this Agreement, (ii) with an appropriate reduction in the incentives provided to Developer if the scope the Project is materially reduced, and (iii) in full compliance with applicable law.

ARTICLE V
FINANCING

Section 501. RHID Project Costs, City Expenses and City Administrative Fee. The Developer shall be responsible for the costs of the RHID Project, which costs shall not be an obligation of the City. City Expenses shall be due and payable within 30 days after the City provides the Developer with an invoice therefor. City Expenses shall be paid by the Developer. The City Administrative Fee shall be paid from RHID Increment pursuant to **Section 502** of this Agreement. City Expenses may be paid from the RHID Increment provided that if the RHID Increment then on deposit is insufficient to pay City Expenses due, the Developer shall advance funds to pay the City Expenses. To the extent the Developer has advanced funds to pay the City Expenses, such amounts may be reimbursed from the RHID Increment in accordance with **Section 502** of this Agreement and such reimbursements shall not be counted against the Reimbursable Project Costs Cap.

Section 502. RHID Financing.

(a) RHID Fund. Pursuant to the RHID Act and subject to all applicable laws, the policies and procedures of the City and approval by the Governing Body of the City, the City shall establish the RHID Fund as a segregated fund or account within the treasury of the City, which shall be held and administered by the City in accordance with this Agreement and the RHID Act. Revenues collected from the RHID Increment received by the City shall be deposited in the RHID Fund and shall not be commingled with any other funds of the City.

(b) Reimbursement of RHID Eligible Expenses. Except as otherwise set forth in this Agreement or as required by the RHID Act, all RHID Increment shall be available for and dedicated to pay RHID Eligible Expenses for the RHID Project for the duration of the RHID Term or until the City's obligations under this Agreement have been satisfied, whichever is first, and shall be utilized to reimburse the Developer for RHID Eligible Expenses paid by the Developer and/or the City Administrative Fee and City Expenses, according to the procedures set forth herein, in the following order of priorities:

First, to pay or reimburse the City for the City Administrative Fee, and any City Expenses not paid by the Developer; and

Second, to reimburse the Developer for RHID Eligible Expenses and City Expenses paid by the Developer.

(c) RHID Term. The RHID term shall expire on the earlier of: the date (i) the Developer has been reimbursed for RHID Eligible Expenses in the amount of the Reimbursable Project Costs Cap or (ii) 25 years from the date of adoption of this Agreement ((i) and (ii), collectively, the "RHID Term"), unless the City takes the appropriate actions required by law to terminate the RHID or amend the RHID Term. Except as provided herein or as required by law, the City shall not, under any circumstances without the written consent of the Developer, terminate the RHID or amend the RHID Increment or reduce the RHID Term in a manner which would adversely impact or impair the ability of the Developer to be reimbursed for RHID Eligible Expenses.

(d) "Pay As You Go" RHID Financing. Any RHID Increment available to the Developer for payment of RHID Eligible Expenses shall be paid by reimbursement to the Developer for RHID Eligible Expenses paid by the Developer and no special obligation bonds shall be issued to advance funds for payment of such expenses.

Section 503. CID Project Costs, City Expenses. A description of the scope of the CID Project and the estimated Project Costs, including costs authorized by K.S.A. 10-116a are $330,191.46 belonging to the Lots owned by the Developer and $93,096.16 belonging to the lots held by the City's Land Bank plus an estimated $20,000 in expenses proportionally divided by number of lots between the Developer and the City and are set forth on Exhibit C. The costs of the Projects are proposed to be financed by full faith and credit general obligation bonds of the City, or, as an alternative to such bonds, "pay-as-you-go financing," as defined in the Act. The City's expenses associated with the CID, to the extent possible, will be paid through the special assessment on the Lots. Project Costs does not include the applicable interest to be assessed pursuant to KSA 12-6a10 which is determined upon bond sale if special assessments are not pre-paid.

Section 504. Payment for Forgiveness of Historical Specials. Upon execution of this Agreement, the Parties shall deposit an executed counterpart of this Agreement with the Escrow Agent and this Agreement shall serve as the instructions to the Escrow Agent as the escrow holder for consummation of the forgiveness of historical specials contemplated in the Agreement.

ARTICLE VI
ELIGIBLE EXPENSE REIMBURSEMENT PROCEDURES

Section 601. Reimbursement of Eligible Expenses.

(a) Disbursement Times. Except as provided herein, the City agrees to disburse RHID Increment in accordance with **Section 502** of this Agreement within 60 days of receipt of such RHID Increment by the City; provided, the City is not obligated to disburse RHID Increment if less than $10,000 has been received and is on deposit in the RHID Fund (unless such disbursement is the final disbursement of RHID Increment, in which event all RHID Increment will be disbursed in accordance with the terms hereof regardless of the amount).

(b) Submission of Certification of Expenditures. The Developer shall submit to the City's Chief Financial Officer a Certification of Expenditures not more than once per month (in substantially the form attached to this Agreement as **Exhibit G**, or other form approved by the City) signed by the Developer, with supporting documentation identifying the RHID Eligible Expenses for which the Developer seeks reimbursement, including reference to the specific line item on **Exhibit F** to which each such expense relates. The supporting documentation shall be copies of invoices reflecting amounts billed, copies of checks, evidence of wire transfer or other payment of cash by the Developer for such expenses, lien waivers or other evidence that no mechanic's liens exist with respect to the construction of the RHID Project for which reimbursement is sought, and such other documentation as the City shall reasonably request.

(c) Details of Certification; City Right to Perform Due Diligence. Each Certification of Expenditures shall contain a certification by the Developer that each RHID Eligible Expense submitted for reimbursement is an eligible expense, that such expense has been incurred by the Developer, and that such expense has not been previously submitted for reimbursement hereunder. The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certification of Expenditure is submitted, to retain an outside accountant, engineer or attorney to evaluate and assist with processing Certifications of Expenditures for compliance with this Agreement, to examine the Developer's records and other records relating to all RHID Eligible Expenses to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof. Developer hereby agrees to pay all actual and verifiable third party expenses incurred by the City pursuant to this subsection (c), which expenses shall be City Expenses.

(d) Certification of Expenditures. The City shall either accept and certify or reject each Certification of Expenditures within 60 days after the submission thereof. If the City determines that any cost identified as a RHID Eligible Expense is ineligible for reimbursement, the City shall so notify the Developer in writing not later than the fifth day following expiration of its 60-day review period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other costs of the RHID Project as RHID Eligible Expenses, as applicable, with a supplemental Certification of Expenditures. The City may also request such additional information from the Developer as may be required to process the requested certification and the time limits set forth in this paragraph shall be extended by the duration of time necessary for Developer to respond to such request by the City. The City's identification of any ineligible costs shall not delay the City's approval of the remaining costs on the Certification of Expenditures that the City determines to be eligible.

(e) Conditions Precedent. As a condition precedent to disbursement of RHID Increment to the Developer, the Developer and the Developer's principals must (i) not be, in the sole judgment of the City, in material default under this Agreement (subject, however, to any applicable cure period), (ii) be current on the payment of all taxes and assessments to the State and its political subdivisions, including the City with the exception of the remaining additional parcels owned by the Developer and the Developer's principals in Lauren's Bay not subject to this Agreement but that the Governing Body waived the RHID requirement regarding past due taxes and assessments in order to apply for the RHID (iii) have submitted a Certification of Expenditure for an RHID Eligible Expense, along with reasonable documents of such expenditure, and (iv) the expense identified in the Certification of Expenditure must be one that has occurred and for which the Developer is seeking reimbursement. If funds are available for disbursement in the RHID Fund but the conditions set forth in this paragraph have not, in the reasonable judgment of the officer or agent of the City charged with disbursing such funds, been met, the City shall provide written notice of such failure to the appropriate party (a "Conditional Failure Notice") within 30 days of receipt of such RHID Increment and shall retain the funds that would have otherwise been disbursed to such party. If the condition(s) are met to the reasonable satisfaction of such officer or agent of the City within 30 days from the date of the Conditional Failure Notice, the disbursement that was withheld shall be promptly made. In the event a party disagrees in good faith with the determination of such officer or agent of the City, such party may appeal the determination to the Governing Body of the City by providing written notice to the City Clerk within 10 days of the end of the 30-day period, and the retained funds shall not be disbursed until the Governing Body directs the disbursement. Such notice of appeal shall reasonably describe the basis for such appeal. The City agrees to conduct a public hearing on such appeal within 60 days of receipt of such notice and to provide the party requesting such appeal with not less than 10 days written notice of the hearing date, time and location. The determination of the Governing Body with respect to the disbursement shall be final. Any determination by the officer or agent of the City or by the Governing Body under this **Section 601** that funds should not be disbursed shall apply as to that particular disbursement only and shall not impair or in any manner affect future disbursements.

Section 602. Effect of Reimbursement if Termination. Notwithstanding anything herein to the contrary, if this Agreement has been terminated in accordance with its terms, the City shall have no obligation to reimburse the Developer for any RHID Eligible Expenses following the termination of this Agreement regardless of when the expense was submitted to the City.

ARTICLE VII
DEVELOPMENT OF THE RHID PROJECT; TIMING AND APPROVALS

Section 701. Development of the Project and RHID Project.

(a) Developer agrees to pursue the Project in accordance with the requirements of this Agreement and all City zoning and building requirements applicable to the Project.

(b) The City may elect to terminate this Agreement if, on or before 30 days after the City's written notice to Developer of such default, Developer has not cured such default:

a. if construction of the Project, including the RHID Project, has not commenced by April 1, 2026 (subject to Permitted Delays), as evidenced by the issuance of a building permit by the City for at least one home; <u>or</u>

b. if the Developer has not constructed at least four homes, as determined by the City's passing the final inspection for all four homes, by August 1, 2027 (subject to Permitted Delays); <u>or</u>

c. if the Developer has not sold at least two homes and constructed at least eight homes, as determined by the City's passing the final inspection for all eight homes, by August 1, 2028 (subject to Permitted Delays); <u>or</u>

d. if the Developer has not sold at least four homes and constructed at least twelve homes, as determined by the City's passing the final inspection for all twelve homes, by August 1, 2029 (subject to Permitted Delays); <u>or</u>

e. if construction of the Project, including the RHID Project, is not substantially completed by December 31, 2030 (subject to Permitted Delays), as evidenced by the City passing the final inspection for all residential units included in the Project.

(c) The provisions of **Section 1002(b)** of this Agreement relating to the ability to cure default shall not apply to the City's option to terminate pursuant to this Section.

Section 702. RHID Project Approval. The Developer shall submit to the City all engineering plans for public infrastructure and construction plans as required by the building and construction codes adopted by the City for the RHID Project. Whenever this Agreement requires the Developer to submit plans, drawings or other documents to the City for approval, the City shall use its standard procedures for review and approval of such submissions so as to not unduly hinder or delay the RHID Project; provided, however, that the City may issue permits for the construction of dwelling units prior to the completion of site improvements, and provided, further, that no final inspection shall be approved for any dwelling unit until site improvements are completed.

Section 703. Insurance and Indemnification.

(a) Indemnification. The Developer agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless from and against all liability for damages, costs and expenses, including attorney fees, arising out of any claim, suit, judgment or demand to the extent resulting from the negligent and/or intentional acts or omissions of the Developer, its contractors, subcontractors, agents or employees in the performance of this Agreement. The Developer shall give the City written notice of any claim, suit or demand which may be subject to this provision at the earliest feasible date.

(b) Insurance. Not in derogation of the indemnification provisions set forth herein, the Developer shall, at its sole cost and expense, throughout the term of this Agreement (to the extent the Developer has not sold the Project, or any portion thereof, to unrelated third parties), insure and keep insured any vertical structures built in the RHID against direct loss or damage occasioned by fire, flood and extended coverage perils through insurers with a Best's rating of no less than "A" and/or that is reasonably acceptable to the City and without co-insurance. The insurance shall be for an amount that is not less than the full replacement cost of such structures and insurance proceeds shall be used to restore the vertical structures after a triggering event.

Section 704. Federal, State and Local Laws. The Developer agrees to abide by, and the Project shall be completed in conformity with, all applicable federal, state and local laws and regulations.

Section 705. Nondiscrimination. The Developer, for itself and its successors and assigns, agrees that throughout the RHID Term:

(a) Developer shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, national origin, ancestry or age;

(b) If Developer is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, Developer shall be deemed to have breached the Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; and

Developer further agrees that throughout the RHID Term, Developer shall abide by the

Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) as well as all other federal, state and local laws, ordinances and regulations applicable to the Project and to furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to the Project.

Section 706. City and Other Governmental Permits. Before commencement of construction or development of any buildings, structures or other work or improvement the Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction as to such construction development or work.

ARTICLE VIII
REAL ESTATE TAXES

Section 801. Agreement to Pay Taxes and Assessments; Right to Protest. The Developer agrees that it shall (to the extent the Developer has not sold the Project, or any portion thereof, to third parties) pay taxes and assessments for the Project promptly on or before the due date of such tax bills. The Developer shall have the right to pay said taxes under protest in accordance with applicable law and agrees to provide prompt written notice to the City if it elects to pay said taxes under protest or of any appeal of real estate taxes or valuation of any property within the RHID by the County Appraiser.

ARTICLE IX
USE, ASSIGNMENT, SALE AND LEASE

Section 901. Use Restrictions. The allowable uses on the property and within the RHID will be subject to the lawful zoning power of the City and will not be subject to use restrictions solely by virtue of this Agreement.

Section 902. Restriction on Transfer. There shall be no restriction in the sale, transfer or leasing of the property within the RHID to a subsequent homeowner; however, the transfer of any Developer's right or obligation hereunder is governed by **Section 903 and 904**.

Section 903. Transfer of Obligations. The rights, duties and obligations hereunder of the Developer may be assigned, in whole or in part, to another entity, subject to the approval of the Governing Body following receipt of an opinion by the City's City Attorney, or other designee, that the assignment complies with the terms of this Agreement. Any proposed assignee shall have qualifications and financial responsibility, as reasonably determined by the Governing Body, necessary and adequate to fulfill the obligations of the Developer under this Agreement. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the applicable conditions and restrictions to which the Developer is subject. The City shall notify the Developer within 45 days of receipt by the City of a written request to approve a proposed assignment under this Section of its approval or disapproval. All written requests for approval of a proposed assignment shall include a description of the qualifications and financial resources of the proposed assignee and the form of a proposed assignment and assumption agreement. If the City elects to disapprove a requested assignment, it will include in its notice to the Developer the basis for the disapproval. The Developer shall not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer. The Developer agrees to record the assignment in the office of the register of deeds of Shawnee County, Kansas, in a timely manner following the execution of such agreement. Notwithstanding anything herein to the contrary, the Developer may, upon prior written notice to the City (and without the need for the City's approval), assign this Agreement to an entity that is more than 50% owned or controlled by the Developer; provided such entity assumes in writing all obligations of the Developer under this Agreement.

Section 904. Assumption of Obligations. The Parties' obligations pursuant to this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no property owner (other than the Developer, its affiliates or any of their principals) of any part of the RHID shall be bound by any obligation of Developer solely by virtue of being a property owner; provided, however, that no transferee or owner of property within the RHID shall be entitled to any rights whatsoever or claim upon the RHID Increment, except as specifically authorized in writing by the Developer and as provided in this Agreement.

Section 905. Change of Ownership. The Developer shall promptly provide written notice to the City of any change in the owners/members owning/comprising more than 25% of such entity. Change in the owners/members owning/comprising more than 50% of such entity shall require consent of the Governing Body.

ARTICLE X
BREACH, DEFAULTS AND REMEDIES

Section 1001. Breach. Any noncompliance by the Developer or City with the provisions of this Agreement, including the time limits and the manner for the completion of the Project as herein stated, except for Permitted Delays, shall constitute a breach of this Agreement and the breaching party shall be granted an opportunity to cure as provided in **Section 1002** prior to such breach being deemed an "Event of Default" as defined in **Section 1002.**

Section 1002. Event of Default—General. The following events shall constitute an "Event of Default" under this Agreement:

(a) Subject to the extensions of time set forth in **Section 1007**, failure or delay by either party to perform any term or provision of this Agreement, after receiving written notice and failing to cure, as set forth in subsection (b) below, constitutes an Event of Default under this Agreement. A party claiming a breach (claimant) shall give written notice of breach to the other party, specifying the breach complained of.

(b) The claimant shall not institute proceedings against the other party, nor be entitled to damages if the Developer and/or the City within 14 days from receipt of such written notice, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within 30 days from the date of receipt of such notice or, if such cure, correction or remedy by its nature cannot be effected within such 30 day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof. In the event the breaching party refuses or is unable to cure, correct or remedy such breach within the time limits stated in this subsection, then such failure shall be deemed an Event of Default and the nonbreaching party shall be entitled to the remedies set forth in **Section 1003**.

(c) If the Developer has assigned, in whole or in part, rights, duties and obligations under this Agreement to another entity in accordance with **Section 903** of the Agreement, a failure of an assignee to perform any of the duties and obligations assigned to the assignee by the Developer in accordance with **Section 903** shall not constitute an "Event of Default" with respect to the Developer and will not give rise to any remedies against the Developer under this Agreement, including, but not limited to, any remedies which would adversely affect the Developer's rights to reimbursement, whether or not such remedies are specifically directed towards the Developer.

Section 1003. Remedies on Event of Default.

(a) Whenever any Event of Default by Developer shall have occurred and be continuing, subject to applicable cure periods, the City may take one or more of the following remedial steps:

(i) compel specific performance;

(ii) withhold or apply funds from the RHID Fund to such extent as is necessary to protect the City from loss and/or to ensure that such portions of the RHID Project that the City deems are in the best interest of the City are successfully implemented in a timely fashion;

(iii) refuse to approve any further reimbursements for RHID Eligible Expenses and make any disbursements until such Event of Default is cured by Developer;

(iv) pursue any remedy at law and in equity; and/or

(v) terminate this Agreement.

(b) The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the Developer as set forth in this Agreement (except for specific performance of the construction of the Project), to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages as provided by State law incurred by the City resulting from such Developer default.

(c) Whenever any material Event of Default by the City shall have occurred and be continuing, subject to applicable cure periods, the Developer shall have the right, but not the obligation to:

(i) terminate this Agreement; and/or

(ii) pursue any remedy at law or in equity.

(d) The Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages as provided by State law incurred by the resulting from such City default.

(e) Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default of the other party. No waiver made by either party shall apply to obligations beyond those expressly waived. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or limit them in any way.

(f) Notwithstanding any termination of this Agreement by the Developer as permitted herein, the Developer shall continue to be liable for all City Expenses, only to the extent such City Expenses are incurred through the date of termination of this Agreement.

Section 1004. Acceptance of Service of Process.

(a) In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

(b) In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made to:

LB Lots, LLC
Jennifer Sourk
3024 SW Wanamaker Rd, St. 300
Topeka, KS 66614

as its agent to receive service of process or other legal summons for purposes of any such action or proceeding.

Section 1005. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 1006. Inaction Not a Waiver of Default. Any failures or delays by any party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 1007. Permitted Delays. Notwithstanding anything in this Agreement to the contrary, any Permitted Delays by a party performing its respective obligations hereunder shall not render such party in default or breach hereof (or give rise to any other party's exercise of rights or remedies hereunder, including, without limitation, the City's termination of this Agreement) and shall result in automatic good faith extensions of any starting or completion dates affected thereby, provided such delayed party continues to exercise good faith and due diligence in attempting to resolve the cause of any such delay and to continue to perform hereunder.

ARTICLE XI
GENERAL PROVISIONS

Section 1101. Time of Essence. Time is of the essence of this Agreement. Each party to this Agreement will make every reasonable effort to expedite the subject matters hereof and acknowledges that the successful performance of this Agreement requires its continued cooperation.

Section 1102. Amendment. This Agreement, and any exhibits attached to the Agreement, may be amended only by the mutual consent of the parties, upon official action of the City's Governing Body approving said amendment, and by the execution of said amendment by the parties to this Agreement or their successors in interest.

Section 1103. Immunity of Officers, Employees and Members. No personal recourse shall be had for the payment of the cost of the RHID Project or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement against any past, present or future owner, officer, manager, member, employee or agent of a party to the Agreement, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and any liability of any such officers, members, directors, employees or agents is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. Furthermore, no past, present or future owner, officer, manager, member, employee or agent of a party to this Agreement shall be personally liable to the City, the Developer or any successor in interest, for any default or breach by the City, Developer or any successor in interest.

Section 1104. Right of Access. For the purposes of assuring compliance with this Agreement, representatives of the City shall have the right of access to the RHID Project, without charges or fees, at normal construction hours during the period of construction for purposes strictly related to this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of the City shall carry proper identification, and shall not in any manner impair, hinder or interfere with the construction activity; provided, however, nothing herein is intended to limit or restrict rights the City has to inspect or otherwise have access to the RHID Project in the performance of its governmental role.

Section 1105. No Other Agreement. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersedes all prior agreements, negotiations and discussions, both written and oral, relative to the subject matter of this Agreement and is a full integration of the agreement of the parties.

Section 1106. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement or the Development Plan in order to render the same valid and enforceable. In no such event shall the validity or enforceability of the remaining valid portions hereof be affected.

Section 1107. Amendment to Carry Out Intent. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the parties shall take such reasonable measures including but not limited to reasonable amendment of this Agreement to cure such invalidity where the invalidity contradicts the clear intent of the parties in entering into this Agreement.

Section 1108. Governing Law and Venue. For any claims arising out of this Agreement, performance or non-performance under this Agreement, and for any request or demand for damages resulting from the breach or default under this agreement, the sole and exclusive venue for litigation shall be the District Court in Shawnee County, Kansas or the U.S. District Court for the District of Kansas in Topeka, Kansas. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to conflict of laws principles. In the event litigation is filed by one party against another to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorneys' fees and litigation expenses for the relief granted, to the extent permitted by law.

Section 1109. Notice. All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To the City:

Brenda Younger, City Clerk
City of Topeka
City Hall
215 SE 7th St.
Topeka, KS 66603

To the Developer:

LB Lots, LLC
Attention Jennifer Sourk
3024 SW Wanamaker Rd. Ste. 300
Topeka, KS 66614

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, national recognized overnight courier (*e.g.*, FedEx), or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

Section 1110. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

Section 1111. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 1112. Recordation of Agreement. The parties agree to execute and deliver this Agreement or a **memorandum** of this Agreement in mutually acceptable form for recording in the real property records of Shawnee County, Kansas.

Section 1113. Consent or Approval. Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld.

Section 1114. Survivorship. Notwithstanding the termination of this Agreement, Developer's obligations with respect to **Section 703(a), Section 1103** and any other terms and conditions which by their nature should survive termination, shall survive the termination of this Agreement.

Section 1115. Incorporation of Exhibits. The Exhibits attached to the Agreement and incorporated in the Agreement by reference are a part of this Agreement to the same extent as if fully set forth herein.

Section 1116. Cash Basis and Budget Laws. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. §§10-**1100** *et seq*.), the Budget Law (K.S.A. § 79-2935 *et seq.*), and other laws of the State. This Agreement shall be construed and interpreted in such a manner as to ensure the City shall at all times remain in conformity with such laws.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Parties to the Agreement have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

LB LOTS, LLC

____
Its:

STATE OF KANSAS)
) ss.
COUNTY OF SHAWNEE)

BE IT REMEMBERED, that on this ___ day of _______________, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came __________________ who is personally known to me to be the same person who executed the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

MY APPOINTMENT EXPIRES:

____

____
Notary Public
Printed Name:_____________________________

CITY OF TOPEKA, KANSAS

____
Dr. Robert Perez, City Manager

ATTEST:

____
Brenda Younger, City Clerk

APPROVED AS TO FORM AND LEGALITY

DATE ________________ BY _____________

EXHIBITS

Exhibit A	RHID Legal Description
Exhibit B	CID Legal Description
Exhibit C	CID Eligible Project Costs
Exhibit D	Housing Development Plan (to be added upon submission)
Exhibit E	House Plan Presentation
Exhibit F	RHID Eligible Project Costs (to be added upon submission)
Exhibit G	Certification of Expenditures
Exhibit H	Forms for Reimbursement

EXHIBIT A

RHID Legal Description

Lot 2, Block A, Lauren's Bay Subdivision No. 2, In the City of Topeka, Shawnee County, Kansas
Lot 3, Block A, Lauren's Bay Subdivision No. 2, In the City of Topeka, Shawnee County, Kansas
Lot 1, Block A, Lauren's Bay Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 2+, Block A, Lauren's Bay Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 12, Block A, Lauren's Bay Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 13, Block A, Lauren's Bay Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 11, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 12, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 13, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 14, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 20, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 21, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 1, Block C, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 2, Block C, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 3, Block C, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 5, Block C, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas

EXHIBIT B

CID Legal Description

Lots 11, 12, 13, 14, 20, 21, 22, 24 and 28, Block B, Lauren’s Bay Estates Subdivision; Lots 1, 2, 3 and 5, Block C, Lauren’s Bay Estates Subdivision; Lot 2 and part of Lot 1 (Parcel ID 1442004005052000), and Lots 12 and 13, Block A, Lauren’s Bay Subdivision; and Lots 2 and 3, Block A, Lauren’s Bay Subdivision No. 2, all in and to the City of Topeka, Shawnee County, Kansas

EXHIBIT C

CID Eligible Project Costs

EXHIBIT D
Housing Development Plan

Exhibit E

House Plan Presentation

EXHIBIT F
RHID Eligible Project Costs

EXHIBIT G

CERTIFICATION OF EXPENDITURES

Date:____________________

Certification #____________

City Clerk of the
City of Topeka, Kansas

In accordance with the Development Agreement for the Lauren's Bay Development RHID dated ______________, 2025 (the "Agreement"), between the City of Topeka, Kansas, (the "City"), and LB Lots, LLC, (the "Developer"), the Developer hereby certifies, with respect to all payment amounts requested pursuant to this Certificate to be reimbursed to the Developer, as follows:

1. All amounts are RHID Eligible Project Costs (as defined in the Agreement) that are reimbursable to the Developer pursuant to the Agreement and the RHID Act, (as defined in the Agreement).

2. All amounts have been advanced by the Developer for RHID Eligible Project Costs (as defined in the Agreement) in accordance with the Agreement and represent the fair value of work, materials or expenses.

3. No part of such amounts has been the basis for any previous reimbursement under the Agreement from the Reimbursement Funds or request for reimbursement from the RHID Fund (as defined in the Agreement).

4. All taxes and assessments currently due on any property owned by the Developer in the City of Topeka have been paid.

5. No uncured Events of Default under the Agreement currently exist.

The Developer further certifies that all insurance policies required to be in force under the Agreement are in full force and effect and that the Developer is in compliance, in all material respects, with all further terms of the Agreement.

The total amount of reimbursement requested by this Certificate is $___________, which amount is itemized on Attachment D-1 attached to the Certificate and which Attachment D-1 includes ____ page(s), is incorporated herein by reference and has been initialed by the authorized representative of the Developer who signed this Certificate. Attached to Attachment D-1 are copies of the contract, invoice or other billing for the RHID Eligible Project Costs for which the Developer seeks reimbursement, along with copies of checks, evidence of wire transfers or other evidence of payment by the Developer of such RHID Eligible Project Costs and hereby certify that such copies are true and accurate copies of the original documents.

LB Lots, LLC
A Kansas Limited Liability Company

By: ____________________________________

____
Print Name and Title

EXHIBIT H
REIMBURSEMENT FORM

Date: ___________________

Certificate # _____________

Description of Expense (attach additional supporting documentation)	Amount of Expense
____	$______________
____	$______________
____	$______________
____	$______________
Total Expenses	$______________

____
Initials of Developer