PERFORMANCE AGREEMENT
Dated as of October 1, 2022
BETWEEN
CITY OF INDEPENDENCE, MISSOURI
AND
NP EASTGATE COMMERCE CENTER PHASE 1, LLC
Prepared By:
Gilmore & Bell, P.C. Kansas City, Missouri

#### PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of October 1, 2022 (the "Agreement"), between the CITY OF INDEPENDENCE, MISSOURI, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), and NP EASTGATE COMMERCE CENTER PHASE 1, LLC, a Missouri limited liability company (the "Company");

#### **RECITALS:**

- 1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.
- 2. Pursuant to the Act, the City Council of the City gave notice to the affected taxing jurisdictions in accordance with Section 100.059.1 of the Act and held a public hearing to finance the costs of a project (the "Project") for the Company consisting of acquiring, constructing and improving certain real property located near the southeast corner of Little Blue Parkway and Necessary Road in the City (the "Project Site"), including the construction and improvement of an industrial facility of approximately 285,989 square feet on the Project Site, out of the proceeds of industrial development revenue bonds to be issued under the Act to provide funds to pay the costs of the Project, and to lease or sell the Project to the Company for the purpose of financing the costs of the Project.
- 3. Pursuant to an ordinance or ordinances (the "Ordinance") passed by the City Council, the City has approved a plan for the Company's industrial development project and has been authorized to execute and deliver (a) a Trust Indenture of even date herewith (the "Indenture") between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the "Trustee"), for the purpose of issuing and securing the City's Taxable Industrial Development Revenue Bonds (EastGate Commerce Center Phase 1 Project Building A2), Series 2022 in the maximum principal amount of \$27,500,000 (the "Bonds"), (b) a Lease Agreement of even date herewith (the "Lease") with the Company under which the City, as lessor, will construct, extend and improve the Project and will lease the Project to the Company, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds, and (c) this Agreement for the purpose of setting forth the terms and conditions of the Project's exemption from ad valorem property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.
- **4.** Pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company's desire to construct, extend and improve the Project upon the terms and conditions hereinafter set forth.
- **NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company hereby represent, covenant and agree as follows:

#### ARTICLE I

#### **DEFINITIONS**

- **Section 1.1. Definitions of Words and Terms.** In addition to the terms otherwise defined herein, the following words and terms as used herein shall have the following meanings:
- "Agreement" means this Performance Agreement dated as of October 1, 2022, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.
- "Company" means NP Eastgate Commerce Center Phase 1, LLC, a Missouri limited liability company, and its successors and assigns.
- "Completed Square Footage" means, as of January 1 of a year for which a PILOT Payment is being calculated, the total square footage of interior building space located on the Project Site which is contained in a building for which a certificate of occupancy has been issued by the City, *provided that*, if a certificate of occupancy is issued in January or February of a calendar year, it shall be deemed to have been issued on December 31 of the prior calendar year for purposes of this definition.
- **"Excusable Delay"** means any delay beyond the reasonable control of the Company caused by damage or destruction by fire or other casualty, strike, shortage of materials, civil disorder, war, pandemic, wrongful failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for the construction of the Project, unavailability of labor, adverse weather conditions and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Project, which in fact prevents the Company from continuing construction of the Project.
- **"Indenture"** means the Trust Indenture dated as of October 1, 2022, between the City and BOKF, N.A., Kansas City, Missouri, as Trustee, relating to the issuance of the Bonds, as amended or supplemented from time to time.
- "PILOT Payments" or "PILOTS" means the payments in lieu of taxes provided for in Article III hereof.
- "Project" means, collectively, the Project Site and the Project Improvements as they may at any time exist.
- "Project Improvements" shall have the same meaning as provided in  ${\bf Exhibit}~{\bf B}$  to the Indenture.
- "Project Site" means all of the real estate described in Exhibit A attached hereto and by this reference made a part hereof.

#### **ARTICLE II**

#### REPRESENTATIONS

**Section 2.1.** City's Representations. The City hereby represents that the Project will significantly benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State; and (ii) increasing local and state tax revenues.

**Section 2.2.** Company's Representations. The Company hereby represents that the Project will benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State; and (ii) increasing local and state tax revenues.

#### **ARTICLE III**

## PROPERTY TAX EXEMPTION; PAYMENT IN LIEU OF TAXES

Section 3.1. Property Tax Exemption. So long as the City owns title to the Project, the City expects that the Project will be exempt from ad valorem property taxes. The first year of the exemption period for purposes of this Agreement shall begin with tax year 2022 and the Exhibit B "PILOT per Square Foot" calculations and payments shall begin with tax year 2023. Notwithstanding any other provision of this Agreement to the contrary, the last year of such exemption period shall be tax year 2043. The Company covenants and agrees that, during each year the Project is exempt from ad valorem taxes by reason hereof, the Company will make annual payments in lieu of taxes to the City (each such payment, a "PILOT") as described in this Article III. The City and the Company hereby agree that the tax abatement provided by this Agreement shall only apply to property financed with the proceeds of the Bonds (i.e., property constituting a part of the Project) and shall not apply to property not financed with proceeds of the Bonds. No machinery or equipment other than fixtures and systems that are incorporated into the construction of the building and related site improvements shall be purchased with the proceeds of the Bonds.

**Section 3.2.** Payments In Lieu of Taxes for Project. The Company covenants and agrees to make PILOT Payments to the City on or before each December 31, commencing December 31, 2022, as follows:

For calendar year 2022, the PILOT Payment shall be \$339.00.

For calendar years 2023 through 2043, the PILOT Payment shall be equal to the Completed Square Footage multiplied by the "PILOT per Square Foot" set out for such year on **Exhibit B**; *provided that*, if any buildings are partially complete on January 1 of such calendar years, the PILOT Payment for such partially completed buildings shall be calculated based on the square footage under construction, multiplied by the "PILOT per Square Foot" and pro-rated by percentage of completion at January 1, which percentage shall be certified in good faith to the City by an Authorized Company Representative upon request by the City; *and further provided that*, if construction has yet to start on the Project on January 1 of any such calendar year, the PILOT Payment shall be equal to \$339.00.

#### Section 3.3. Adjustment to PILOT Payments Based on Certain Failures by Company.

- (a) Subject to Excusable Delay, if the Company fails to complete the Project Improvements by December 31, 2024, then in addition to any other remedies that may be available to the City under the Lease or hereunder, the amount of the PILOTS Payments shall be increased to 100% of the ad valorem property taxes that would otherwise have been due on the Project during the year in which the failure occurs and any subsequent year during which such failure persists and during which the Project is exempt from ad valorem property taxes as provided herein.
- (b) If for any reason a cessation of construction of the Project occurs after construction has commenced and prior to completion of the Project, the amount of the PILOT Payments shall be increased to 100% of the ad valorem property taxes that would otherwise have been due on the Project for each year

following such cessation of construction including the year of cessation of construction, during which such cessation of construction continues. "Cessation of construction," for the purpose of this paragraph, means no construction activities have occurred on the Project for a period of 90 consecutive days, except (i) during any period of Excusable Delay; (ii) unless the Project has been subject to a casualty and the Company has elected to rebuild the Project in accordance with the provisions of the Lease; (iii) as permitted by the Development Agreement; or (iv) if the Company's interest in this Agreement has been transferred pursuant to **Article V** hereof and the construction of the Project continues thereafter.

- (c) If the Company ceases operations at the Project, other than temporary closures customary in the applicable industry, then in addition to any other remedies that may be available to the City under the Lease or hereunder, the PILOT Payments shall be increased to an amount equal to 100% of the ad valorem property taxes that would otherwise have been due on the Project during the year in which the failure occurs and any subsequent year during which such failure persists and during which the Project is exempt from ad valorem property taxes as provided herein. "Ceases operations" or "cessation of operations" for the purpose of this paragraph means the Company completely vacates, abandons and permanently ceases operations and fails to maintain the Project Site for a period of 90 consecutive days after completion of the Project, unless the Project has been subject to a casualty and the Company is intending to rebuild the Project or the Company's interest in this Agreement has been transferred pursuant to the provisions hereof and the Project continues in operation thereafter. The Company shall not be deemed to have ceased operations during any time when a tenant is operating at the Project Site and the provisions of the Lease regarding maintenance of the Project are satisfied.
- (d) The maximum PILOT Payment (including all payments under **Section 3.2** and **Section 3.3** hereof) for any year pursuant to this Agreement shall not exceed 100% of the ad valorem property taxes that would otherwise have been due on the Project were it not for ownership of the Project by the City and, as such, no redundant or duplicative payments shall be required on the part of the Company to the City.
- **Section 3.4. Distribution of PILOTS.** Within 30 days of the date of receipt of each PILOT, the City shall or shall cause the County or another designated billing/collection agent to distribute each PILOT among the taxing jurisdictions in proportion to the amount of taxes which would have been paid for such year had the Project not been exempt from taxation pursuant to this Agreement.
- **Section 3.5. Obligation of City to Effect Tax Abatement.** The City agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 3.1** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of Jackson County, Missouri or any other governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of ad valorem taxes on the Project. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project.
- **Section 3.6.** Administration Costs. Under Section 100.050 of the Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the plan including costs associated with this Agreement, in an amount of no greater than \$1,000 per year. The City will provide a statement for such costs to the Company not later than November 15<sup>th</sup> of each year and the Company will reimburse the City for its costs on or before December 31 of each year continuing until December 31 of the year in which this Agreement expires or is terminated.
- Section 3.7. Other Property Taxes In Connection with the Project. The property tax exemption provided by the City's ownership of the Project is expected to apply to all interests in the

Project during the period it is owned by the City. If any ad valorem property taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project during the period the City owns the Project (including, without limitation, any ad valorem taxes levied against the Company's rights in the Lease), the amount of ad valorem tax payments related to such levy or levies which are paid by the Company and received by the City and other taxing jurisdictions shall be credited against and reduce on a *pro rata* basis the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement so that no duplicative payments are made. The Company shall be responsible for any taxes related to any interest in the Project which the Company owns in its own name or granted to the Company other than pursuant to the Lease.

- **Section 3.8.** Credits for Certain Payments. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit hereunder to the extent it has made any payment for ad valorem property taxes on the Project to the City, to Jackson County, Missouri or to the State of Missouri.
- **Section 3.9.** Company's Right To Protest Taxes. Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action. However, no such appeal, protest or contest shall affect the amount or timing of PILOT Payments to be made under this Agreement.
- **Section 3.10. No Abatement on Special Assessments, Licenses or Fees.** The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if such Project was not owned by the City.

### **ARTICLE IV**

### COVENANTS, REPRESENTATIONS AND AGREEMENTS

- **Section 4.1. Inspection.** The Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance written notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement.
- **Section 4.2. Compliance with Laws.** The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.
- **Section 4.3.** Construction and Improvement of the Project. The Project will be constructed and improved consistent with the provisions of the Lease. In the event the Project is not constructed and improved in compliance with the provisions of the Lease, the City reserves the right to declare an Event of Default in accordance with **Section 6.1** hereof.

## **Section 4.4.** Representations and Warranties.

- (a) The Company represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:
  - (1) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and is authorized to do business in the State of Missouri;
  - (2) The Company has the right, power and authority to enter into, execute, deliver and perform this Agreement;
  - (3) The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary corporate action, and does not violate the organizational documents of the Company, as the same may be amended and supplemented, or to the best of the Company's knowledge, any applicable provision of law, nor does it constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound;
  - (4) To the best of the Company's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Company that would impair its ability to perform under this Agreement; and
  - (5) The Company has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project.
- (b) The City represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:
  - (1) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri;
  - (2) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary City actions;
  - (3) The City has the right, power and authority to enter into, execute, deliver and perform this Agreement; and
  - (4) To the best of the City's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the City that would impair its ability to perform under this Agreement.
- **Section 4.5. Survival of Covenants.** All warranties, representations, covenants and agreements of the Company and the City contained herein shall survive termination of this Agreement for any reason.
- **Section 4.6. Indemnification.** The Company shall indemnify and defend the City to insure that the City and the Trustee are held harmless from and against all claims, demands, costs, liabilities,

damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of the Lease, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the term of the Lease from any event described in **Section 10.5** of the Lease to the extent and subject to the limitations provided therein. This section shall not apply to the negligence or willful misconduct of the City or its officers, employees or agents.

- **Section 4.7. Costs of Issuance of the Bonds.** The Company agrees to pay on the date of the initial issuance of the Bonds, all costs of issuance incurred in connection therewith.
- Section 4.8. Sales Tax Exemptions. Upon request of the Company, the City will issue a sales tax exemption certificate to the Company for construction materials to be purchased for the Project and the City shall provide such other documentation as may be necessary from time to time to effect said sales tax exemption. The Company shall use the exemption certificate only for the purchase of construction materials to be incorporated into the Project on the Project Site and shall not use the exemption certificate for the purchase of any personal property other than construction materials. The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the utilization of the sales tax exemption certificate.

#### **ARTICLE V**

#### SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred (other than to an affiliate of the Company), assigned, pledged or in any other manner hypothecated without the express written consent of the City which shall not be unreasonably conditioned, withheld or delayed; but nothing herein shall preclude the Company from assigning or pledging its interest in the Project so long as the Company continues to occupy the Project and otherwise remains responsible for its undertakings herein. Notwithstanding the foregoing, the Company may, without the City's consent, transfer its interests in this Agreement to any entity or person to whom the Lease has been assigned in accordance with **Article XIII** thereof.

#### **ARTICLE VI**

#### **DEFAULT AND REMEDIES**

- **Section 6.1. Events of Default.** If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:
  - (a) the Company fails to make any PILOT Payments required to be paid hereunder within 10 days after written notice and demand by the City; or
  - (b) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 30 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied; provided, that if such matter is not subject to cure within such 30 days (or such longer period as

the City and Company agree in writing) after such notice, the Company fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently.

**Section 6.2. Remedies on Default.** Upon an Event of Default hereunder this Agreement may be terminated by written notice to the Company from the City. Within thirty days of written notice of the dollar amounts due (which shall be given to the Company by the City as soon as possible after such amounts are ascertainable), the Company shall make a PILOT to the City equal to (i) the pro rata amount payable pursuant to **Section 3.3** hereof from January 1 of the year in question through the effective date of termination, plus (ii) the pro rata amount of taxes that would be due for the remaining portion of the year assuming the Project was placed on the tax rolls effective on the date of termination through December 31; provided, however, the payment of PILOTS following cessation of construction or operations shall be governed by **Section 3.3**.

Upon any termination of this Agreement the Company agrees to pay interest and penalties on all amounts due hereunder to the same extent as if such payments were taxes under Missouri law.

- **Section 6.3.** Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Missouri law on overdue ad valorem real estate taxes from the date such payment was first due.
- **Section 6.4. Enforcement.** In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments due and owing under this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.
- **Section 6.5. Failure of the City to Perform its Obligations.** In the event the City shall fail to perform any of its obligations hereunder for (i) a period of 30 days (or such longer period as the Company and the City may agree in writing) following written notice to the City from the Company of such failure which notice shall include a specific description of the City's failure hereunder), or (ii) if such failure is not subject to cure within such 30 days, the City shall have failed to initiate action to cure such default and shall pursue such action diligently; the Company may declare that the City is in default under this Agreement and may pursue any legal remedy available to it to enforce this Agreement.

#### ARTICLE VII

### TERM OF AGREEMENT

This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article VI** hereof), shall have an initial term commencing as of the date of this Agreement and terminating on **December 1, 2043** (the "**Stated Expiration Date**"). This Agreement shall automatically terminate prior to the Stated Expiration Date in the event the Bonds (or any Bonds issued to refund the Bonds) are no longer outstanding.

#### ARTICLE VIII

#### MISCELLANEOUS PROVISIONS

- **Section 8.1. Severability.** If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.
- **Section 8.2. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.
- **Section 8.3. Execution in Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.
- **Section 8.4. Waiver.** The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.
- **Section 8.5. Entire Agreement.** This Agreement constitutes the entire agreement relating to the subject matter contained herein and supersedes all prior agreements and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof.
- **Section 8.6. Electronic Storage of Documents.** The City and the Company agree that the transaction described herein may be conducted and related documents may be stored by electronic means.
- **Section 8.7. Notices.** All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Lease.
- **Section 8.8. Employee Verification.** The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before November 15 of each year during the term of this Agreement, beginning November 15, 2023, and also upon execution of this Agreement.
- **Section 8.9.** Complete Agreement. The Company and the City understand that oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Company and the City from misunderstanding or disappointment, any agreements the Company and the City reach covering such matters are contained in this Agreement and the Lease, which are the complete and exclusive statements of the agreement between the Company and the City, except as the Company and the City may later agree in writing to modify this Agreement and the Lease.

[The remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in their respective corporate names, all as of the date first above written.

## CITY OF INDEPENDENCE, MISSOURI

	Ву:
	Name: Zachary Walker
	Title: City Manager
[SEAL]	
ATTEST:	
D	
By:	
Name: Rebecca Behrens	
Title: City Clerk	

# NP EASTGATE COMMERCE CENTER PHASE 1, LLC,

a Missouri limited liability company

By: NPD Management, LLC,

a Missouri limited liability company,

its Manager

By:\_

Nathaniel Hagedorn, Manager

## **EXHIBIT A**

## **Legal Description**

The following described real estate located in Jackson County, Missouri:

[\*\*INSERT LEGAL DESCRIPTION\*\*]

EXHIBIT B
PILOT SCHEDULE

# PILOT per

	F	
	Square	
Year	Foot	Notes
2023	\$0.14	Construction Year
2024	\$0.14	Abatement Year 1
2025	\$0.14	Abatement Year 2
2026	\$0.14	Abatement Year 3
2027	\$0.14	Abatement Year 4
2028	\$0.14	Abatement Year 5
2029	\$0.14	Abatement Year 6
2030	\$0.14	Abatement Year 7
2031	\$0.14	Abatement Year 8
2032	\$0.14	Abatement Year 9
2033	\$0.14	Abatement Year 10
2034	\$0.14	Abatement Year 11
2035	\$0.14	Abatement Year 12
2036	\$0.18	Abatement Year 13
2037	\$0.23	Abatement Year 14
2038	\$0.29	Abatement Year 15
2039	\$0.38	Abatement Year 16
2040	\$0.48	Abatement Year 17
2041	\$0.62	Abatement Year 18
2042	\$0.79	Abatement Year 19
2043	\$1.01	Abatement Year 20