

ORIGINATION FEE AGREEMENT

THIS ORIGINATION FEE AGREEMENT (the “**Fee Agreement**”) is made and entered into as of November 18, 2025, by and between Aspen Sunflower Industrial I LLC, a Kansas limited liability company, holding an undivided 62.0% interest, 2 Patriots Investments II, LLC, a Kansas limited liability company, holding an undivided 29.6% interest, SMT Properties 2, LLC, a Kansas limited liability company, holding an undivided 6.8% interest, ETG A, LLC, a Kansas limited liability company, holding an undivided 0.8% interest, and SREV1, LLC, a Kansas limited liability company, holding an undivided 0.8%, as tenants in common (the “**Tenants in Common**”); and the City of Bel Aire, Kansas, a municipal corporation, (the “**City**”).

WHEREAS, the City is empowered to issue industrial revenue bonds pursuant to K.S.A. 12-1740 *et seq.*, and to grant property tax exemptions under K.S.A. 79-201a *Second*, subject to satisfaction of the applicable conditions precedent under State law and City policies; and,

WHEREAS, Tenants in Common are engaged in the business of commercial and industrial facilities and desires to conduct that business within the City; and,

WHEREAS, Tenants in Common have acquired necessary land (the “**Project Site**”) and constructed and equipped thereon a building for use in industrial, manufacturing, warehouse, distribution, flex and/or office purposes, located within the corporate limits of the City immediately northeast of the intersection of 53rd Street North and Webb Road (the “**Project 1**”), for the primary purpose of conducting Tenants in Common’s business within the City; and,

WHEREAS, Tenants in Common have requested the City issue up to \$18,000,000 in taxable industrial revenue bonds and grant a property tax exemption on Project 1 financed with the proceeds of such bonds, subject to payments in lieu of taxes (the “**Abatement**”); and,

WHEREAS, in connection with the issuance of such bonds, Tenants in Common have offered to pay the City an origination fee, subject to the conditions in this Fee Agreement; and

WHEREAS, the City desires to issue such bonds and grant the Abatement, subject to the conditions in this Fee Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Fee Agreement, the parties agree as follows:

1. The City agrees to issue its Taxable Industrial Revenue Bonds (Aspen Sunflower Industrial I, LLC Project), Series 2025, in the maximum principal amount of \$18,000,000 pursuant to K.S.A. 12-1740 *et seq.*, in an aggregate principal amount of \$18,000,000 (the “**Bonds**”), for the purpose of making the proceeds thereof available for the benefit of Tenants in Common to pay the costs of Project 1. The City further agrees, as a part of the issuance of the Bonds, to the request of Tenants in Common for the Abatement on Project 1 for a period of 10 years commencing with the calendar year following the year in which the Bonds are issued. Tenants in Common also have qualified for a Sales Tax Exemption Certificate for all Bond-financed personal property acquired for Project 1. Any such Abatement and exemption shall further be subject to applicable law, the policies of the City, and the provisions of Section 2, hereinafter.

2. The City agrees to take all actions reasonably necessary, and Tenants in Common shall cooperate, to procure the approval by the Kansas Board of Tax Appeals (“BOTA”) of the Abatement. The parties acknowledge that said Abatement is subject to the submission of an appropriate application to, and the approval of such application by, BOTA. Tenants in Common acknowledge that, although the City will execute such application and pursue with Tenants in Common such approval, the City makes no assurance that such approval will be given. Tenants in Common with the City will pursue such application to obtain an order from BOTA approving such application and granting such Abatement. If Tenants in Common determine that it is necessary to appeal the order of BOTA to secure such Abatement, the City shall cooperate with Tenants in Common, at the request and expense of Tenants in Common, in pursuance of such appeal. The continuation of such tax abatement, on an annual basis, shall be subject to the rules and procedures of BOTA and further subject to Tenants in Common’s compliance with this Fee Agreement and with all applicable rules, regulations, statutes and ordinances.

3. On or before the date of closing on the issuance of the Bonds, Tenants in Common will pay an origination fee to the City in an amount equal to 1.00% of the aggregate principal amount of the Bonds or \$100,000, whichever is less. The City shall use the origination fee solely for local economic development activities, pursuant to K.S.A. 12-1742.

4. The City agrees that it shall make no requirement in the Bond documents for any additional or other origination fees than that set forth above (the foregoing not including, however, the costs of issuance or other fees, costs or expenses which are customarily the responsibility of the beneficiary of industrial revenue bond financing), and other than certain in-lieu-of-tax payments, as prescribed by K.S.A. 12-1742.

5. This Fee Agreement is contingent upon the successful and satisfactory completion of the issuance of the Bonds. In the event the Bonds are not issued for any reason, then the parties shall be released from the provisions of this Fee Agreement.

6. All notices or communications herein required or which either party desires to give to the other shall be in writing and shall be sent by: certified or registered, return receipt requested, postage prepaid, mail; personal delivery; recognized commercial courier which maintains evidence of delivery; or confirmed electronic or facsimile transmission, and shall be deemed sufficiently given if mailed, delivered or transmitted to the respective party at the address noted for said party, as set forth hereinafter. Regardless of the actual time of receipt, all notices or communications sufficiently given are deemed given 3 days after the postmarked date if given through the mail, and on the day received if given by personal delivery, commercial courier, electronic transmission or facsimile transmission. The addresses are, as follows:

Tenants in Common: Aspen Sunflower Industrial I, LLC,
5700 West 112th Street, Suite 110
Overland Park, Kansas 66211
Attn.: Manager

The City: City of Bel Aire, Kansas
7651 East Central Park Avenue
Bel Aire, Kansas 67226
Attn: City Clerk

7. This Fee Agreement may be modified, amended or supplemented only by a writing of equal dignity. The parties' legal counsel may, on behalf of their respective clients, execute any writing as aforesaid and such writing shall be deemed authorized and of the same force and effect as if executed by the respective party and may be relied upon by the other party.

8. No party shall delegate or assign this Fee Agreement or any rights or duties hereunder (including by the merger or consolidation of a party with any third person) without the prior, written consent of the other. This Fee Agreement shall be binding upon and shall inure to the benefit of the City and Tenants in Common and the respective successors and permitted assigns of each upon execution hereof by the City and Tenants in Common. This Fee Agreement creates no rights as a third-party beneficiary or otherwise in any person not a party.

9. This Fee Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

10. This Fee Agreement is entered into in the State of Kansas and shall be interpreted under the laws of that state.

11. Each Tenant in Common shall be responsible only for their proportionate share of any obligations hereunder.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Fee Agreement as of the date set forth above.

[SEAL]

ATTEST:

Melissa Krehbiel, City Clerk

CITY OF BEL AIRE, KANSAS

By: _____
Jim Benage, Mayor

TENANTS IN COMMON:

**ASPEN SUNFLOWER INDUSTRIAL I LLC,
a Tenant in Common**

By: _____
Name: _____
Title: Manager
Ownership Interest: 62.0%

**2 PATRIOTS INVESTMENTS II, LLC,
a Tenant in Common**

By: _____
Name: _____
Title: Manager
Ownership Interest: 29.6%

**SMT PROPERTIES 2, LLC,
a Tenant in Common**

By: _____
Name: _____
Title: Manager
Ownership Interest: 6.8%

**ETG A, LLC,
a Tenant in Common**

By: _____
Name: _____
Title: Manager
Ownership Interest: 0.8%

SREV1, LLC, a Tenant in Common

By: _____
Name: _____
Title: Manager
Ownership Interest: 0.8%