

INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT (this “Agreement”) is made and entered into as of the 31st day of December, 2019 (the “Effective Date”), by and between **GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.**, a Kansas non-profit corporation (“GOT”), and **WALMART INC.**, a Delaware corporation, and its successors and assigns as permitted herein (collectively referred to herein as “Business”).

PRELIMINARY STATEMENTS

Business is in good standing in its state of organization and is qualified to do business under the laws of the State of Kansas. Business is contemplating a minimum investment of approximately \$200,000,000 to construct and equip an approximately 1,800,000-square-foot distribution facility (the “Facility”) at Kanza Fire Commerce Park, in the City of Topeka, Kansas (the “City”). In the event that Business constructs the Facility, Business would potentially create an estimated 300 new Full Time Jobs at the Facility. GOT desires to assist and promote Business by offering a number of incentives, as more specifically set forth herein, including real property, training grants, employment incentives, facility incentives, and infrastructure incentives. The parties wish to memorialize their agreement regarding the details of the incentives to be provided by GOT to Business in this Agreement, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of such mutual benefits and of the mutual covenants and agreements expressed herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties covenant and agree as follows:

1. **Employment Incentive.**

(a) *Incentive.* GOT shall pay Business an employment incentive, as described below, for each new Full Time Job created and maintained at or serving the Facility by Business, subject to the exceptions, limitations and conditions below. For purposes of this Agreement, “Full Time Job” shall mean an employment position with Business or any of its wholly-owned or controlled affiliates (provided, however, that all Full Time Jobs described herein shall be located at the Facility regardless of whether hired by Business or an affiliate) paying a Salary, as defined below, of at least \$34,070, averaged and annualized as described below, plus benefits. As used in this Agreement, “Salary” shall mean compensation payable to an employee including vacation pay, bonuses, overtime compensation, but does not include employer-paid payroll taxes nor benefits such as employer-paid health insurance. For purposes of meeting the \$34,070 Salary requirement of this Agreement, the Salary of all Full Time Jobs submitted by Business shall be aggregated and divided by the total number of Full Time Jobs to reach an average Salary of all Full Time Jobs. Such average Salary shall be used to meet the Salary requirement of this Agreement. GOT agrees to pay Business \$3,000 (each, an “Employment Incentive” and, collectively, the “Employment Incentives”) for each Full Time Job, paid in five annual installments of \$600 each for a period of five calendar years, provided such Full Time Job is maintained in each year. Such Employment Incentives shall be paid to Business as follows: on April 30 of each year, GOT will pay

the Employment Incentive to Business for each Full Time Job created and maintained from the prior year. For purposes of determining eligibility for Employment Incentives (and the amount thereof), compensation includes salary, bonuses, allowances, subsidies and other cash incentives paid by Business to the Full Time Job in a calendar year but does not include benefits. Each Full Time Job must be eligible to receive health insurance benefits, at least part of the premiums of which are paid by Business (which payments shall be considered cash payments to the employee for purposes of determining such employee's Salary for purposes of this Agreement), and a limited amount of paid holiday and vacation leave. To qualify for an Employment Incentive, Business must withhold and pay all federal, state and local employment taxes attributable to a Full Time Job.

(b) *Maximum Incentive and Time Limitations.* Notwithstanding anything to the contrary herein, the maximum Employment Incentives payable hereunder shall not exceed \$180,000 in any one year or \$900,000 in the aggregate for the term of this Agreement. To qualify for the Employment Incentives, the Full Time Jobs must be in place by June 30, 2026. Installments of the Employment Incentive shall be available to be earned beginning in 2020, if Full Time Jobs are added on or before June 30, 2020, with the Employment Incentive installment relating thereto paid in 2021. No Employment Incentives will be payable pursuant to this Agreement after January 1, 2032.

(c) *Annual Incentive Payments.* GOT hereby agrees to make an incentive payment on or before April 30th of each year (beginning at the earliest in 2021 and ending at the latest in 2032) for the qualifying Full Time Jobs; provided, however, that Business must first provide GOT with the documentation relating to such employment levels as required by subsection (d) below. Payment of the Employee Incentive is subject to the terms of **Section 6(a)** below.

(d) *Annual Incentive Reporting.* Before April 1st of each year, commencing April 1, 2021 through April 1, 2026, Business shall provide a report outlining the new Full Time Jobs created and maintained from project inception. The report will contain the employer's identification number (not tax), hire date, termination date (if applicable), hours worked, wages paid, and the annualized wage if employee did not work the entire year. The annualized wage will be determined by multiplying the employee's hourly wage times 2,080 hours. For purposes of computing the Facility's average wage, all full-time wages will be annualized to ensure it meets or exceeds \$34,070. For the period from April 1, 2021 through April 1, 2031, Business must also report the number of employees each month in the calendar year to ensure the full-time jobs are maintained during the ten-year compliance period. After Business delivers the report described above for calendar year 2030 (by not later than April 1, 2031), Business shall have no further obligation to submit annual job reporting to GOT.

2. Facility Incentive.

(a) *Incentive.* GOT hereby agrees to pay Business \$2,000 (the "Facility Incentive") for every \$1,000,000 of Qualifying Facility Costs (as defined below)

expended by Business in connection with the construction and development of the Facility.

(b) *Qualifying Facility Costs.* “Qualifying Facility Costs” as used in this Agreement shall collectively mean all costs, fees and expenses incurred by Business in connection with the construction and development of the Facility, including but not limited to costs, fees and expenses to (i) acquire and/or lease the Facility, as applicable, (ii) design and master plan the Facility and any related public improvements, (iii) obtain all approvals, entitlements and permits needed to lawfully construct, use and occupy the Facility and (iv) improve and construct the Facility and any related clearing, grading, remediation, site work, paving, landscaping, irrigation and other on- or off-site work performed in connection with the same.

(c) *Maximum Incentive and Payment.* The Facility Incentive shall in no event exceed \$300,000 and is subject to the terms of **Section 6(b)** below. GOT agrees to pay the Facility Incentive to Business within 90 days of the completion of the construction of the Facility; provided, however, that Business must first provide GOT with sufficient documentation evidencing completion of the Facility, including occupancy certificates or similar evidence showing that the construction of the Facility is complete and that the Facility is operational.

3. **Infrastructure Incentive.**

(a) *Incentive.* GOT hereby agrees to reimburse Business (the “Infrastructure Incentive”) for all Qualifying Infrastructure Costs (as defined below) expended by Business in connection with the development of the Facility.

(b) *Qualifying Infrastructure Costs.* “Qualifying Infrastructure Costs” as used in this Agreement shall collectively mean all costs, fees and expenses incurred by Business in connection with designing and constructing infrastructure and public and private improvements to serve the Facility, including but not limited to costs, fees and expenses to (i) extend, install, construct and meter utilities such as gas, propane, electricity, solar, wind, telecommunications, uninterrupted power, water, sanitary sewer, storm sewer, storm water transport and treatment (collectively, the “Utilities”) to serve the Facility and surrounding areas, (ii) design and master plan any related public improvements, (iii) obtain all approvals, entitlements and permits needed to lawfully construct and use any infrastructure or public improvements, as applicable, and (iv) finance any related site work, paving, landscaping, irrigation and other on- or off-site work performed in connection with the construction, use and maintenance of any infrastructure or public improvements, as applicable.

(c) *Maximum Incentive and Payment.* The Infrastructure Incentive shall in no event exceed \$100,000. GOT agrees to pay the Infrastructure Incentive to Business within 90 days of the completion of the construction of the Facility; provided, however, that Business must first provide GOT with reasonable documentation evidencing completion of the Facility, including occupancy certificates or similar evidence showing that the construction of the Facility is complete and that the Facility is operational.

4. **Real Property Disposition.**

(a) *Property Donation.* GOT hereby represents and warrants to Business that GOT owns the real property and all improvements and appurtenances thereto (collectively, the “Property”) legally described in the attached Exhibit A in fee, free and clear of all liens, encumbrances, occupancy rights and other interests except those filed of record. Within 30 days of Business’s delivery to GOT of written notice, GOT shall transfer the Property to Business or its designee (including, without limitation, Shawnee County, Kansas (the “County”)) for \$10.00 via special warranty deed (the “Deed”), subject only to matters of title approved by Business. If Business fails to provide the forgoing notice on or before the two-year anniversary of the Effective Date, upon written notice from Business or GOT this Agreement shall terminate, in which event the parties will be released from all further duties and liabilities hereunder, unless Business and GOT have agreed in writing to an extension of such two-year term. Within 30 days of GOT’s provision of the JEDO Approval, as defined below, GOT shall file of record a notice, in form and substance acceptable to Business, that the Property is subject to Business’s right to require conveyance of the same pursuant to this Agreement, and that GOT shall grant no competing rights or other interests in and to the Property while this Agreement is in effect. GOT will use its best efforts to assist Business in obtaining (i) any and all approvals needed to lawfully construct and operate the Facility upon the Property (including but not limited to, upon request of Business, applying for and seeking such approvals in GOT’s name to the extent permitted under applicable law, provided that any application fees payable in connection with such applications shall be paid or reimbursed to GOT by Business) and (ii) a 50% reduction by the City in any and all permitting fees in connection with the development of the Facility. Business will pay all costs and expenses in connection with its acquisition of the Property (other than brokerage fees related to brokers engaged by GOT, transfer taxes and any other costs and expenses which must be paid by grantor pursuant to applicable law), and taxes, Property expenses and income will be prorated to the date of Business’s acquisition of the Property. GOT will at all times be responsible for any so-called ‘greenbelt’ or ‘rollback’ taxes and any other taxes arising from any change in use of the Property.

(b) The representations, warranties and indemnity set forth in the attached Exhibit B are hereby incorporated into this Agreement.

(c) *Conveyance to the County.* Business, on a date it determines is acceptable, upon acquisition of the Property or in connection therewith, shall convey (or cause to be conveyed) the Property to the County pursuant to a special warranty deed (the “County Deed”) for the purpose of causing the County to (i) lease the property back to Business pursuant to the Facility Lease (defined below) and (ii) issue certain industrial revenue bonds on behalf of Business for the purpose of effecting certain real and personal property tax abatement, as may be applicable.

(d) *Facility Construction, Site Plan and Modifications.* Attached as Exhibit C is a site plan generally depicting the Facility which Business may potentially construct on the Property in its sole and absolute discretion. The Facility must comply with all applicable laws, covenants and restrictions. Notwithstanding anything in this Agreement

to the contrary, Business may, in its sole and absolute discretion, either before or after initial construction, alter, modify, enlarge, shrink or make any other changes to the site plan and/or the Facility without the need for any consent, authorization or other approval of GOT, provided, however, that the Facility Incentive shall be decreased in the event that any modification or alteration of the site plan and/or design of the Facility by Business causes the Qualifying Facility Costs to be less than the QFC Minimum (defined below), as further detailed in **Section 6(b)** of this Agreement. Additionally, Business shall provide GOT notice of any material changes to the site plan and/or the design of the Facility to the extent the same have not already been submitted to City staff for review and approval.

(e) *Facility Lease.* The County shall lease the Property and the Facility to Business pursuant to a written building lease agreement (the “Facility Lease”), to be executed by and between the parties, in form and substance reasonably acceptable to the parties, on or after the date of the execution and delivery of the County Deed. The Facility Lease shall be for a term of 10 years (or as otherwise set forth in the Facility Lease), shall provide that Business will pay the County certain amounts, as rent, which are sufficient to pay the debt service (via book entry or otherwise) on the industrial revenue bonds issued by the County, and will provide that Business shall be responsible for payment of all expenses incurred in connection with the ownership and use of the Facility and the Property except as otherwise set forth in this Agreement or the Facility Lease. Upon the expiration of the Facility Lease, the County shall convey all of its right, title and interest in the Property and the Facility to Business or its designee for \$10.00 via special warranty deed.

(f) *Put Option.* At any time on or before the third-year anniversary of the recording of the Deed (the “Option Date”), upon 30 days written notice to GOT, Business or its designee may convey the Property back to GOT (the “Put Option”) in substantially the same condition as existed when the Property was conveyed to Business (with the exception of installed utilities or improvements on the Property which have been deemed acceptable by GOT in writing), without warranty express or implied, without the need for GOT’s consent, for \$10.00 via special warranty deed, subject to all matters of record other than monetary liens created by Business or its designee, which liens must be paid and discharged by Business or its designee prior to such conveyance. In the event that Business exercises the Put Option, Business and the County shall execute a termination of the Facility Lease and deliver the same to GOT in connection with the conveyance of the Property to GOT by Business or the County, as may be applicable at such time. Notwithstanding the forgoing, the Put Option shall expire as of the Option Date. GOT will pay all costs and expenses in connection with its acquisition of the Property (other than brokerage fees related to brokers engaged by Business, transfer taxes and any other costs and expenses which must be paid by grantor pursuant to applicable law), and taxes, Property expenses and income will be prorated to the date of GOT’s acquisition of the Property.

(g) *Call Option.* In the event that Business fails to commence construction of the Facility upon the Property on or before the Option Date, at any time after the Option Date subject to the conditions set forth below, upon 90 days written notice from GOT to

Business that GOT desires to acquire the Property, Business or its designee shall convey the Property back to GOT (the "Call Option"), in substantially the same condition as existed when the Property was conveyed to Business (with the exception of installed utilities or improvements on the Property which have been deemed acceptable by GOT in writing), without warranty express or implied, for \$10.00 via special warranty deed, subject to all matters of record other than monetary liens created by Business or its designee, which liens must be paid and discharged by Business or its designee prior to such conveyance. Notwithstanding anything in this Agreement to the contrary, prior to exercise of the Call Option, GOT shall provide written notice of the same to Business, and Business may nullify such notice and the Call Option by commencing construction of the Facility within 90 days of its receipt of such notice and completing the same within two years therefrom, subject to extension for any force majeure or other events beyond Business' reasonable control. In the event that GOT exercises the Call Option and Business fails to timely commence construction of the Facility, Business and the County shall execute a termination of the Facility Lease and deliver the same to GOT in connection with the conveyance of the Property to GOT by Business or the County, as may be applicable on such date. Notwithstanding the forgoing, the Call Option shall expire as of the five-year anniversary of Business's acquisition of the Property. GOT will pay all costs and expenses in connection with its acquisition of the Property (other than brokerage fees related to brokers engaged by Business, transfer taxes and any other costs and expenses which must be paid by grantor pursuant to applicable law), and taxes, Property expenses and income will be prorated to the date of GOT's acquisition of the Property.

(h) *Broker Compensation.* Upon exercise of either the Put Option by Business or the Call Option by GOT, Business shall reimburse GOT, in a timely manner and upon invoice, for the fee paid by GOT to the commercial real estate broker retained by Business (in the amount of \$420,000) in connection with the selection of the site for the Facility.

5. **Training Incentive.**

(a) *Incentive.* GOT shall reimburse Business up to \$500 per employee (the "Training Incentive") of Qualifying Training Costs (as defined below) expended by Business in connection with the training of employees employed at or in connection with the Facility.

(b) *Qualifying Training Costs.* "Qualifying Training Costs" as used in this Agreement shall collectively mean all direct costs, fees and expenses incurred by Business in connection with the verifiable costs of training, developing and educating employees, which are incurred before December 31, 2031, for or by workers employed at the Facility; provided, however, such costs shall not include incidental costs associated with training such as travel expenses, meals, and lodging.

(c) *Maximum Incentive and Payment.* The Training Incentive shall in no event exceed \$150,000 (based on a maximum of 300 employees). GOT shall pay the

Training Incentive to Business within 30 days of Business providing GOT with reasonable documentation evidencing the expenditure of Qualifying Training Costs.

6. Clawback/Termination Provisions.

(a) If Business fails to maintain at least a minimum of two hundred (200) Full Time Jobs at the Facility in any year from January 1, 2026 until December 1, 2030, tested on an annual basis based on average monthly employment for said year, the Employment Incentives to be paid to Business by GOT in the following year shall be reduced to \$-0-.

(b) If Business fails to invest, as determined upon completion of the Facility, at least one hundred fifty million dollars (\$150,000,000) of new capital investment in the construction, improvement and equipping of the Facility (the "QFC Minimum"), the amount of the Facility Incentive paid upon completion of the Facility shall be decreased by \$100 per million spent such that the Facility Incentive would be calculated based on \$1,900 x \$1 million of Qualifying Facility Costs (not to exceed \$285,000).

(c) Notwithstanding anything to the contrary herein, if Business fails to invest, by the end of calendar year 2026, at least One Hundred and Twenty-Five Million Dollars (\$125,000,000) of new capital investment in the construction of the Facility:

1. This Agreement shall terminate without any further incentives being owed by GOT to Business;

2. Business shall either:

a. Pay GOT Seven Million Dollars (\$7,000,000) for the Property; or

b. Return the Property to GOT or its designee in the same condition as existed when the Property was conveyed to Business (with the exception of installed utilities or improvements on the Property which have been deemed acceptable by GOT in writing), without warranty express or implied, for \$10.00 via special warranty deed, subject to all matters of record other than monetary liens created by Business or its designee, which liens must be paid and discharged by Business or its designee prior to such conveyance; and

3. Business shall reimburse GOT for the broker commission of \$420,000 GOT paid with respect to the initial transfer of the Property to Business.

(d) The foregoing provisions of this **Section 6** shall only be effective after the date on which the Deed is conveyed by GOT to Business (or its designee) so long as neither the Put Option or the Call Option has been exercised after that date.

7. Notices. All notices, demands, consents, and reports provided for in this Agreement must be given in writing and will be deemed received by the addressee on the day

after mailing if mailed by FedEx or other nationally-recognized overnight courier, or on the day delivered if personally delivered at the following addresses:

If to GOT: Growth Organization of Topeka/Shawnee County, Inc.
719 South Kansas Avenue, Suite 100
Topeka, Kansas 66603
Attention: Molly Howey

With Copy to: Coffman, DeFries & Nothern, P.A.
534 S. Kansas Ave., Suite 925
Topeka, Kansas 66603
Attention: Jeffrey A. Wietham

If to Business: Walmart Inc.
2608 SE J. Street
Bentonville, Arkansas 72716-5515
Attn: Industrial Real Estate

With Copy to: Kutak Rock LLP
1650 Farnam Street
Omaha, Nebraska 68102
Attention: Rich Rosenblatt

The above addresses may be changed by the appropriate party giving written notice of the change to the other party.

8. **Miscellaneous.** The following miscellaneous provisions shall apply to this Agreement:

(a) Subject to the terms and conditions below, Business agrees to participate in a public event (the “Event”) with GOT in the County, celebrating the new Facility and employment expansion contemplated by this Agreement. Such event will include general recognition of JEDO’s (defined below) and GOT’s involvement in the development of the Facility. Notwithstanding the foregoing, Business will choose the timing of the Event and GOT will comply with any reasonable request of Business as to the information disclosed during the Event.

(b) Business agrees to make every reasonable commercial effort to use (i) vendors based in the County for the purchase or procurement of the machinery and equipment for the Facility as contemplated herein (not including any machinery or equipment not readily available in the County or purchased by Business as part of an ongoing vendor relationship), (ii) contractors based in the County for the construction and improvement of the Facility and (iii) residents of the County to fill the new Full Time Jobs at the Facility, but only to the extent such residents meet Business’ employment qualifications. The foregoing to be determined at all times in Business’ sole and absolute discretion.

(c) This Agreement contains the entire agreement reached between the parties hereto with respect to the subject matter hereof and may be amended only in writing, duly executed by all parties concerned.

(d) This Agreement shall be interpreted under the laws of the State of Kansas, with venue being solely in the state District Court of Shawnee County, Kansas. In the event any provision is found to be unenforceable or unconstitutional, all other provisions shall remain in full force and effect.

(e) Time is of the essence of this Agreement.

(f) By signing this Agreement, the undersigned affirm that they have binding authority on behalf of their respective organizations to enter into this Agreement and bind their respective organizations.

(g) This Agreement shall bind and inure to the benefit of the parties to this Agreement and their heirs, legal representatives, assignees, transferors and successors.

(h) No failure by a party to insist on prompt performance by the other party of its obligations hereunder shall constitute a waiver of rights under this Agreement. Similarly, the waiver by a party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

(i) This Agreement may be executed in counterparts, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all parties.

(j) The parties acknowledge and agree that Business shall not assign, transfer, hypothecate or otherwise encumber this Agreement and its rights hereunder without the prior written approval of GOT. Notwithstanding the forgoing, Business may assign its rights and obligations under this Agreement to any third-party under common ownership or control with Business without the prior written approval of GOT.

(k) GOT makes no representation as to the taxability or tax effect of this Agreement and the incentive payments hereunder.

(l) GOT's obligations hereunder are contingent upon the approval (the "JEDO Approval") of this Agreement by the Joint Economic Development Organization, a duly organized separate legal entity authorized by K.S.A. 12-2904(a) which was created by that certain Interlocal Agreement between the Board of County Commissioners of the County and the City dated November 1, 2001 ("JEDO").

(m) In carrying out the terms and provisions of this Agreement, Business shall not unlawfully discriminate against any employee, applicant for employment, recipient of service or applicant to receive or provide services because of race, color, religion, sex, age, disability, or national origin, or any other status protected by applicable federal or state law or local ordinance.

(n) Every duty, right, or obligation contained in this Agreement imposes an obligation of good faith in its performance or enforcement. For the purposes of this Agreement, “good faith” dealing means honesty in fact in the conduct of the transaction concerned.

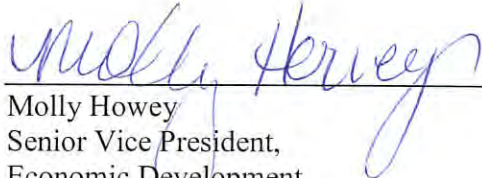
(o) Nothing herein contained shall be construed or held to make any party a partner, joint venturer or associate of another party in the conduct of its business, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

(p) The parties agree to execute and deliver such other documents, agreements or instruments as may be necessary or convenient to effect the purposes of this Agreement and to comply with any of the terms hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**GROWTH ORGANIZATION OF
TOPEKA/SHAWNEE COUNTY, INC.,**
a Kansas non-profit corporation

By 
Molly Howey
Senior Vice President,
Economic Development

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

WALMART INC.,
a Delaware corporation

By 
Name John Clarke
Title VP Store Planning and Construction

DocuSigned by:
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EXHIBIT A

LEGAL DESCRIPTION

All of Lots 1, 2 and 3, Block B, Final Plat for Kanza Fire Commerce Park, Shawnee County, Kansas

EXHIBIT B

PROPERTY DONATION REPRESENTATIONS AND WARRANTIES

GOT makes the following representations and warranties which are true and accurate as of the Effective Date and as of the date Business acquires the Property:

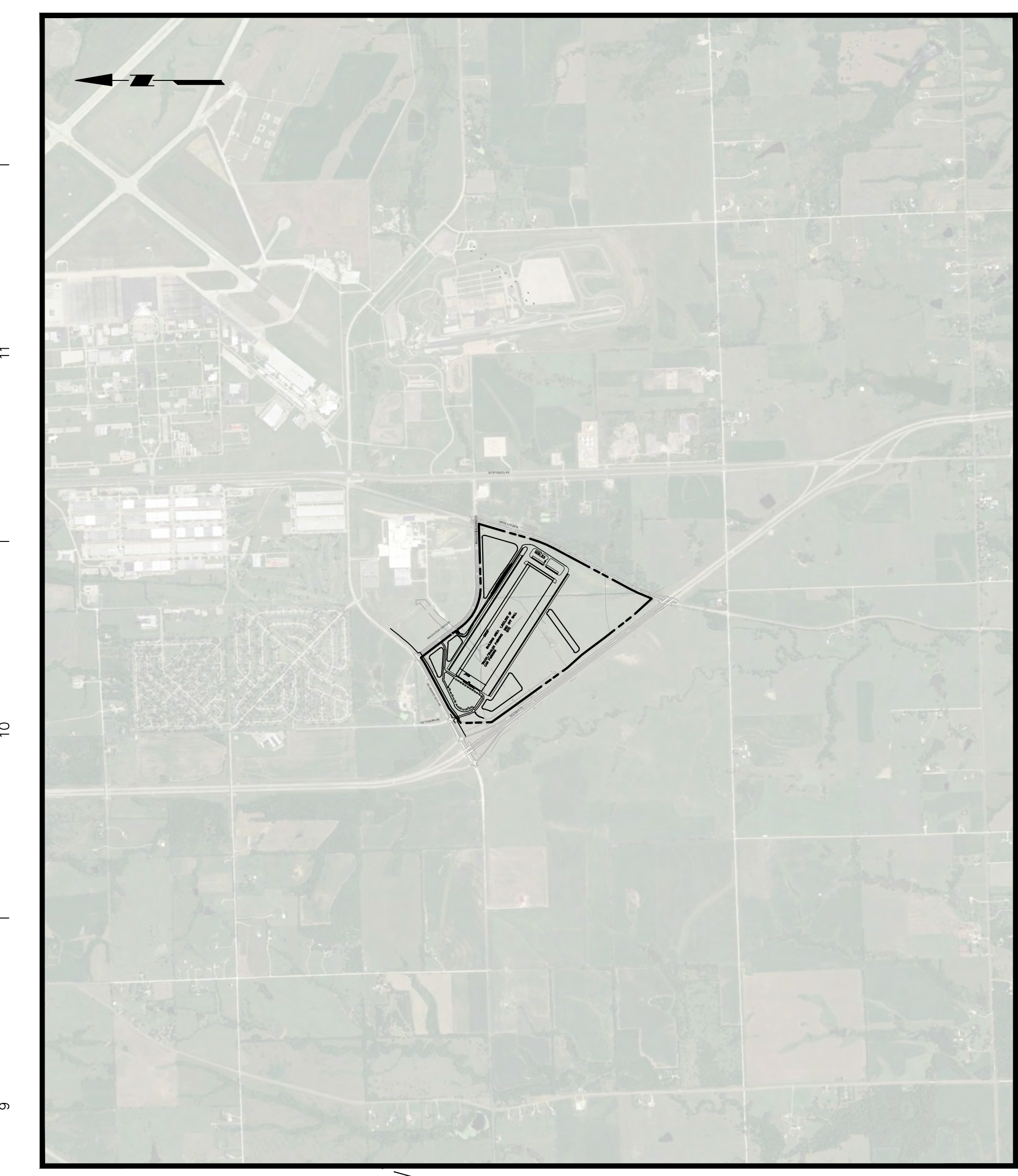
- (i) GOT has no knowledge of any violations or alleged violations of city, county, state, federal, building, land use, fire, health, safety, environmental, Hazardous Materials or other governmental or public agency codes, ordinances (including tax ordinances), regulations, or orders with respect to the Property or any lands adjacent to the Property.
- (ii) No litigation is pending, or, to the best of GOT's knowledge, threatened or likely with respect to the Property, GOT's interest in the Property, or that would inhibit Business obtaining clear title to the Property.
- (iii) Except as disclosed to Business in writing, there are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Property in any way.
- (iv) To the best of GOT's knowledge, the Property does not contain sinkholes, caverns, faults, conduits, voids, mines, or other geological anomalies which could affect the development of the Property.
- (v) Except to the extent this Agreement provides otherwise, the Property will remain in the condition existing as of the Effective Date until Business acquires the Property.
- (vi) GOT has fee title to the Property and has the full right, power and authority to convey the Property to Business in full accordance with the terms of this Agreement.
- (vii) GOT has no knowledge of any facts concerning the Property that would adversely affect the ability of Business to develop the Property as a warehouse or distribution center, including but not limited to any restrictions upon the hours, size, number or routing of truck deliveries serving the Property.
- (viii) "Hazardous Materials" shall mean those materials, substances, wastes, pollutants or contaminants which are deemed to be hazardous, toxic or radioactive and shall include but not be limited to those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," or other similar designations in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, the Hazardous Materials Transportation Act 49 U.S.C. § 1801 *et seq.*, and any other federal, state or local governmental statutes,

laws, codes, ordinances, rules, regulations and precautions, or by common law decision, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents; (ii) petroleum products or byproducts, or petroleum, including crude oil or any fraction thereof, or natural gas, natural gas liquids, liquefied natural gas, synthetic gas or mixtures of synthetic gas and natural gas; (iii) asbestos; (iv) polychlorinated biphenyls; and (v) pesticides or herbicides.” “Contamination” or “Contaminated” means the presence of any Hazardous Material at, under, on, or emanating from the Property in a concentration which may give rise to liability or governmental agency requests or requirements for assessment, investigation, or remediation under any federal, state or local law, ordinance, requirement, rule, regulation, license, permit, judicial or administrative order, injunction, judgment or decree relating to zoning, land use or the environment. The Property is not Contaminated, nor threatened with Contamination, is in compliance with all Hazardous Material laws, rules and regulations and has never been used for a landfill, dump site, gas station, railroad, underground improvements, fruit orchard or other agricultural use, storage of Hazardous Materials, or by a manufacturer of any product or for any other industrial use, nor is the Property subject to any wetlands or other environmental limitation.

GOT will indemnify, protect, defend and hold harmless Business and its affiliates and its and their respective directors, stockholders, members, managers, officers, employees, agents, consultants, representatives, successors, transferees and assigns (collectively, the “Business Indemnified Parties”) from and against any and all liabilities, liens, losses, rights, demands, damages, expenses, causes of action, suits, fees, claims, fines, penalties, judgments, awards, injuries, sanctions, deficiencies, settlement payments, liabilities, remediation expenses, corrective action costs, and other costs (including, but not limited to, attorney's fees and costs of investigations and litigation) arising from, relating to or associated with any representations and warranties in this Exhibit C being untrue.

EXHIBIT C
PRELIMINARY SITE PLAN

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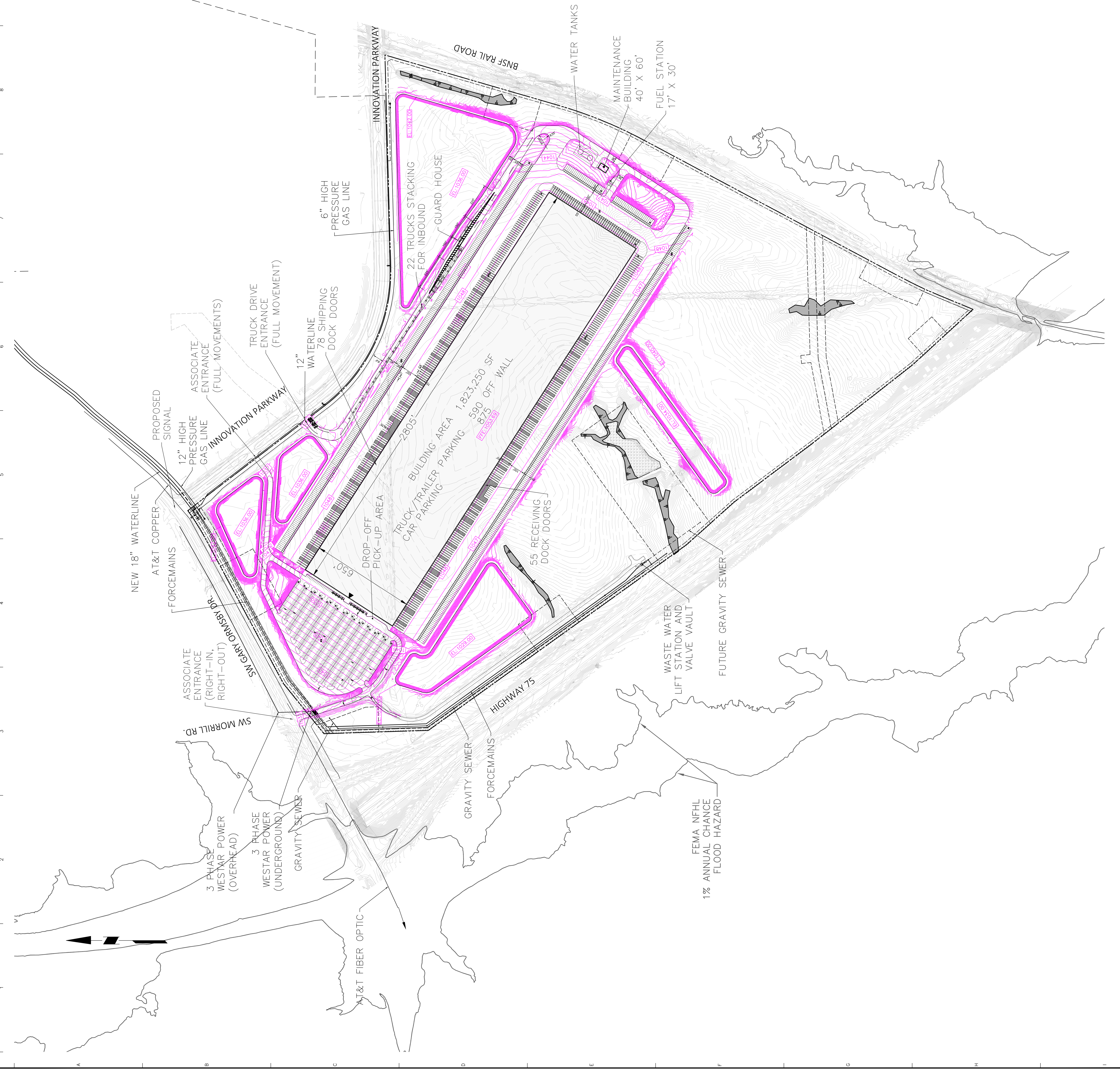


VICINITY PLAN
SCALE IN FEET
0 1000 2000

ESTIMATED EARTHWORK CUT/FILL QUANTITY TABLE

UNADJUSTED SOIL CUT (CU YD)	UNADJUSTED FILL (CU YD)	ADJUSTED CUT WITH 20% SOIL SHRINKAGE (CU YD)	NET (CU YD)
-450,320	409,000	-45,030	-3,730 CLOSELY BALANCED

SW TOPEKA BLVD



SCALE IN FEET
0 100 200