# BERKLEY RIVERFRONT DISTRICT







### BERKLEY RIVERFRONT

MIXED-USE DEVELOPMENT - PHASE 1

#### A TRANSFORMATIONAL DEVELOPMENT ON THE MISSOURI RIVERFRONT IN DOWNTOWN KANSAS CITY

Building upon the opening of CPKC Stadium, the first purpose-built women's professional sports stadium in the world, the Berkley Riverfront Mixed-Use District will be anchored by the stadium, Berkley Riverfront Park, and the Missouri Riverfront.

To continue the KC Current's unprecedented commitment to women's sports and the Kansas City region, Phase I will add \$200mm+ in private funding, with all phases of the development exceeding \$800mm in total investment. The project broke ground in 2024, targeting a 2026 completion date.

The development will extend the fabric of Kansas City directly to the water's edge, providing a one-of-a-kind, pedestrian-focused experience for Berkley Riverfront residents, KC Current fans, and visitors alike; the only opportunity in KC for retailers, restaurants and their customers to engage and interact with the waterfront for a truly unique experience.

Along with adding hundreds of multi-family residential units to the neighborhood, the project will create new public gathering and recreational spaces intended for all Kansas Citians with 365 days/year programming including a new town square and a riverfront promenade to bring life and vibrancy to the Missouri Riverfront. Food and beverage offerings will showcase local restauranteurs, creating a new destination for the community and unique amenities for neighborhoods.

# DEMAND DRIVERS



The Project possesses unique and exceptional demand drivers;

- 1. River-adjacent location connecting residents and visitors directly to the water
- 2. CPKC Stadium anchor that drives ~500k visitors per year. CPKC Stadium has received global recognition for Kansas City and the State of Missouri, setting the new standard for women's sports and offering sell out events bringing multi-modal activity to Berkley Riverfront
- **3.** Direct access to one of the largest parks in all of Kansas City, Berkley Riverfront Park
- **4.** Streetcar mobility on site plus immediate interstate proximity with I-29/I-35, providing convenient access to and from the site Crossroads to include imagery of all four of these demand drivers. Streetcar connecting from Country Club Plaza to Berkley Riverfront (2.5 miles through downtown core) upon completion of the north and south extensions











# RIVERFRONT PLAZA

The Project will feature a dynamic mix of food and beverage, retail, and residential offerings, complemented by vibrant public spaces designed to foster year-round activity and consistent foot traffic. The public plaza will be strategically programmed with an engaging activation strategy, including fitness classes, movie nights, pop-up markets, concerts, and holiday celebrations. This diverse mix of events and daily activations will attract a broad audience, enhancing the district's energy and appeal.

Inspired by the success of mixed-use destinations like Gallagher Way at Wrigley Field in Chicago and The Wharf in Washington, D.C., the Project will create an immersive, experience-driven environment. Future phases will expand the district's offerings with additional retail, entertainment, multifamily housing, and office space. This balanced mix of uses will drive continuous activation, generate multiple retail footfall drivers, and deliver one-of-a-kind experiences unavailable elsewhere in Kansas City.













#### BERKLEY RIVERFRONT











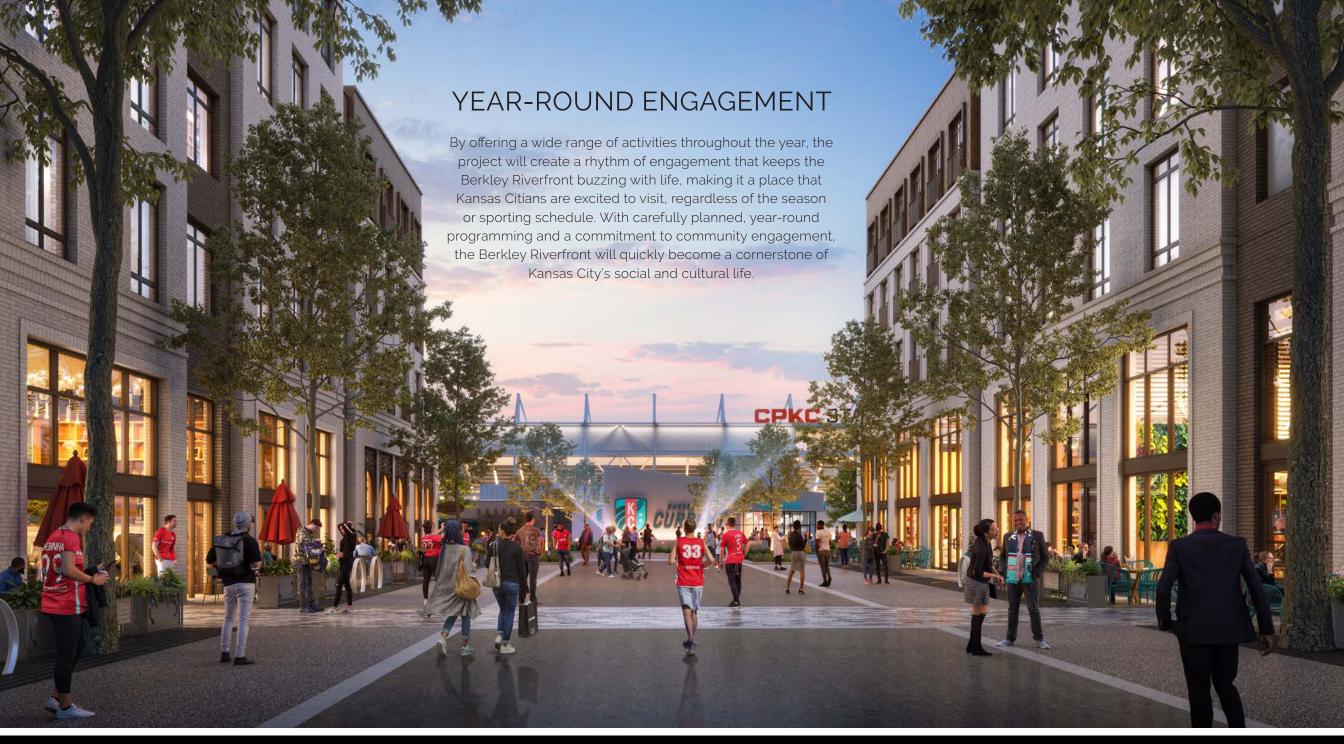




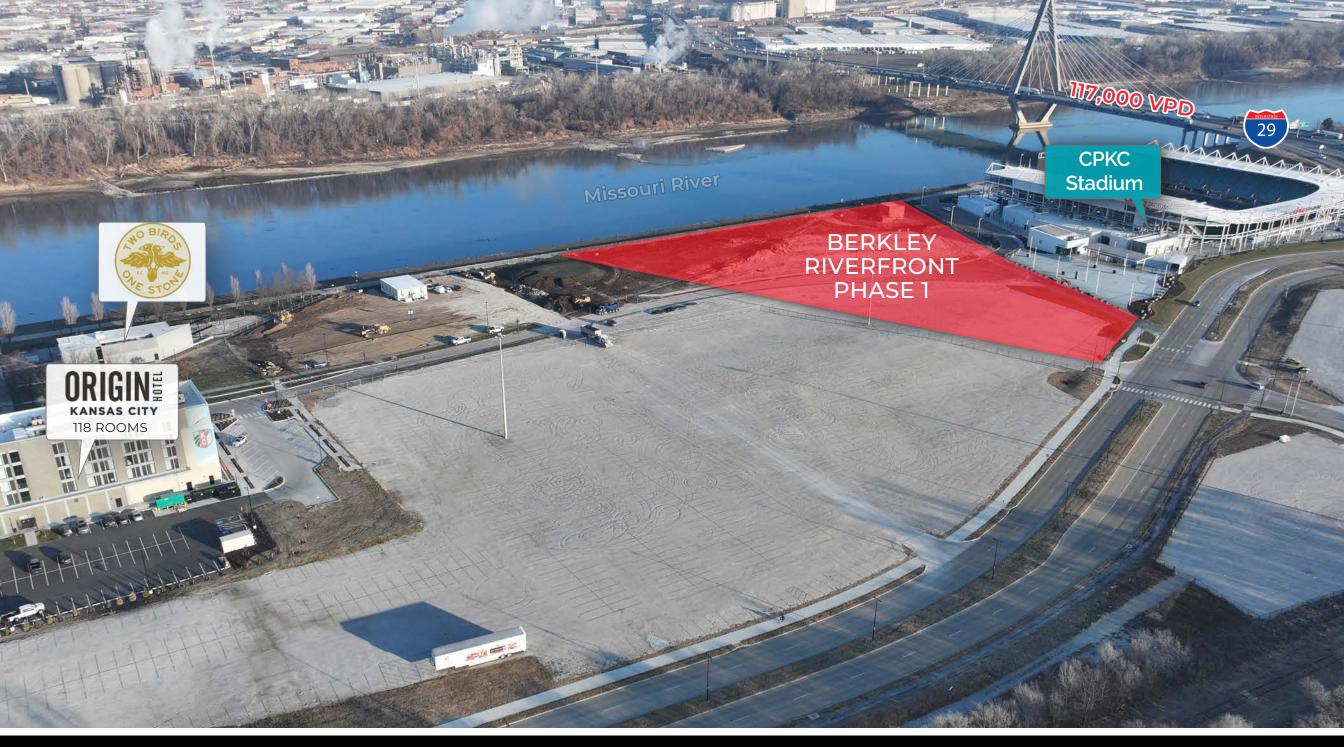


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#### DISCLAIMER

By accepting these materials, the receiving party ("Recipient") accepts the confidentiality provisions outlined below (the "Agreement") between Recipient and KC WFC StadCo Funding, LLC, KC WFC StadCo, LLC and their affiliates (collectively, the "Company"). Recipient desires to engage in discussions with the Company with respect to certain lending activities related to the Company's Stadium (the "Property", with such certain lending activities referred to herein as the "Proposed Partnership"). In connection with the Proposed Partnership, the Company may provide Recipient with certain confidential, non-public or proprietary information regarding the Company, its business and development plans, financial information, properties, tenants, employees, customers, partners, sponsors, vendors and/ or strategies on or after the date hereof in connection with the Proposed Partnership ("Confidential Information"). The term "Confidential Information" includes all non-public, confidential, or proprietary information provided by the Company or its representatives or advisors to Recipient in connection with the Proposed Partnership, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," including but not limited to customer data, financial data, technical data, business data, and any third-party confidential information included with, or incorporated in, any information provided by Company to Recipient, and all notes, compilations, analyses, forecasts, studies, samples, reports, statistics, summaries, interpretations and other materials prepared by Company, Recipient or its Representatives (as defined below) that contain, are based on, or otherwise reflect or are derived from, in whole or in part, such Confidential Information. The term "Confidential Information" specifically includes the fact that Recipient is having discussions with the Company concerning the Proposed Partnership and the development of the Property. Confidential Information shall remain the property of the Company and, except as expressly set forth in this Agreement, no rights to use, license or otherwise exploit the Confidential Information are granted to Recipient or its Representatives by implication or otherwise. For the avoidance of doubt, Recipient and its Representatives shall not publicly discuss any aspect of the Property or Proposed Partnership without the express written consent of the Company, which will be granted or withheld in the Company's sole discretion.

As a condition to and in consideration of the Company providing the Confidential Information, the parties hereto agree as follows:

- 1. Recipient will use the Confidential Information for the sole purpose of evaluating, negotiating, and consummating the Proposed Partnership and not for any other purpose. Except as may be required by applicable law, regulation or legal process, neither Recipient nor its Representatives will disclose the fact that Recipient and the Company are having discussions concerning the Proposed Partnership to anyone other than its Representatives who need to know such information for the purpose of evaluating the Proposed
- 2. Recipient will not disclose the Confidential Information to anyone other than its affiliates, officers, trustees, partners, shareholders, directors, employees, agents, insurers (including brokers and re-insurers), advisors (including, without limitation, accountants, lawyers, consultants, bankers, and financial advisors), lenders, current and prospective investors and financing sources, and brokers (collectively "Representatives") who need to know the information to assist Recipient, or to act on its behalf, in relation to the Proposed Partnership and are subject to confidentiality duties and obligations to Recipient that are no less restrictive than the terms of this Agreement. All Representatives to whom the Confidential Information is disclosed will be informed of the confidential nature of the Confidential Information. Recipient will be responsible for any disclosures in breach of this Agreement by its Representatives. unless such third-party Representative has agreed in writing through a joinder agreement in respect of the Proposed Partnership to be liable directly to the Company for any such breaches.
- 3. This Agreement will not apply to Confidential Information which (i) is or becomes generally available to the public other than as a result of, directly or indirectly, disclosure by Recipient or its Representatives in violation of this Agreement, (ii) is or becomes available to Recipient or its Representatives on a non-confidential basis from a third-party, provided that such third-party is not and was no prohibited from disclosing such Confidential Information, (iii) was or is independently developed by or for Recipient or any of its Representatives as established by documentary evidence, without reference to or use of, in whole or in part, any of the Confidential Information or (iv) was known by or within Recipient's or its Representatives' possession prior to its being furnished to Recipient or its Representatives.
- 4. The Company may elect at any time to terminate discussions in connection with the Proposed Partnership. At any time and upon the written request of the Company, Recipient and its Representatives will promptly, at Company's option, return all copies of the Confidential Information to the Company or destroy the same and certify in writing to the Company that such Confidential Information has been destroyed. Notwithstanding the foregoing, Recipient and its Representatives may retain copies of the Confidential Information (a) stored in standard archival or computer back-up systems or retained pursuant to such person's normal document retention practices, for legal or regulatory purposes, or to the extent required by law, and/or (b) pursuant to its or their professional accounting obligations or bona fide document retention policy requirements. The Recipient and its Representatives shall continue to be bound the terms and conditions of this Agreement with respect to such retained Confidential Information.
- 5. If Recipient or any of its Representatives are requested or required by law, rule, regulatory authority, the rules of any national securities exchange, legal process, or other applicable judicial or governmental order, or otherwise or become legally compelled

- (e.g., by deposition, interrogatory, request for documents, subpoena, civil investigation, demand, order or similar process) to disclose any of the Confidential Information, prior to any such disclosure Recipient will (i) promptly notify the Company in writing to the extent practicable and legally permissible, and (ii) reasonably cooperate with the Company in any attempt it may make to oppose such disclosure or obtain a protective order or other appropriate remedy at its sole cost and expense, or assurance that confidential treatment will be afforded the Confidential Information. If such protective order or other appropriate remedy is not timely obtained, Recipient will furnish only that portion of the Confidential Information that is legally required. Notwithstanding anything in this Agreement to the contrary, Recipient and its Representatives may disclose Confidential Information without notice, a protective order or other remedy where disclosure is in connection with a routine audit or examination by, or a document request from, a regulatory or self-regulatory authority, bank examiner or auditor.
- 6. Except as required by applicable law or regulation, or otherwise approved by Company in writing, Recipient shall not itself disclose, nor permit any of its Representatives to disclose, to any person (i) that the Confidential Information has been made available to it or its Representatives, or that it has inspected any portion of the Confidential Information, (ii) that discussions or negotiations may be, or are, underway between the parties regarding the Confidential Information or the Proposed Partnership, including the status thereof; (iii) any terms, conditions, or other arrangements that are being discussed or negotiated in relation to the Confidential Information or the Proposed Partnership or (iv) the identity of Company or its affiliates, owners, officers, directors, employees, representatives or assigns, by name or by identifiable description, in connection with the Proposed Partnership.
- 7. Recipient acknowledges that Company may be irreparably injured by a breach of this Agreement and agrees that Company will be entitled to seek equitable relief (including injunctive relief and specific performance) without the necessity of posting a bond in the event of any such breach. This remedy will be in addition to all other remedies available to Company at law or in equity. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof.
- 8. Neither Company nor any of its Representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to the Recipient hereunder. Neither Company nor any of its Representatives shall be liable to the Recipient or any of Recipient's Representatives relating to or resulting from the Recipient's use or reliance of any of the Confidential Information or any errors therein or omissions therefrom.
- 9. Except for this Agreement, there are no contracts or commitments between Recipient and the Company with respect to the Proposed Partnership. Unless and until a definitive written commitment or agreement is executed with respect to Proposed Partnership, neither party will be under any legal obligation of any kind whatsoever with respect to the Proposed Partnership (except as expressly set forth in this Agreement). Each party hereto understands and agrees that the other party hereto shall be free at its sole discretion, at any time, to accept or reject any proposal relating to the Proposed Partnership as it, in its sole discretion, shall determine. Either party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other party, in connection with the Proposed Partnership or otherwise.
- 10. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings (whether written, verbal, implied or otherwise) with respect thereto. No term or condition of this Agreement may be waived or otherwise modified except by a written agreement executed by the party to be charged.
- 11. This Agreement and its obligations will terminate, and be of no further force or effect, on the earlier of (i) two (2) years from the date hereof and (ii) the date upon which Recipient (or any of its affiliates) enters into a definitive agreement with respect to the Proposed Partnership.
- 12. This Agreement will be governed and construed in accordance with the laws of the State of Missouri, without reference to its choice of law rules and will be binding on the parties' successors and assigns. Recipient hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Missouri and of the United States of America located in the State of Missouri for any action, suit, or proceeding arising out of or relating to this Agreement and the transactions contemplated by this Agreement (and agrees not to commence any action, suit, or proceeding relating thereto except in such courts). Recipient hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit, or proceeding arising out of this Agreement in the courts of the State of Missouri or the United States of America located in Missouri, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum.
- 13. Recipient may not assign this Agreement, in whole or in part, without the prior written consent of Company. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve Recipient of any of its obligations hereunder. This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement

