EXHIBIT "A"

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (**"Agreement"**), entered into as of this ____ day of _____, 2017, between **EVC-WOODSONIA JOPLIN, LLC** (the **"Developer"**), the **510 RANGELINE COMMUNITY IMPROVEMENT DISTRICT** (the "**District**"), and the **CITY OF JOPLIN, MISSOURI** (the "**City**") (the City, the Developer and the District being collectively referred to herein as the **"Parties,"** and individually as a **"Party,"** as the context so requires).

WITNESSETH:

WHEREAS, on December 16, 2016, the Developer filed a petition (the **"Petition"**) with the City Clerk of the City pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the **"CID Act"**), which proposed the formation of the District to pay for certain costs associated with remediation of blighted conditions and construction of a retail development in the City located at 510 Rangeline Road; and

WHEREAS, the City, pursuant to Ordinance No. _____, found the area described in the Petition to be a blighted area, and established the District for the purposes set forth in the Petition and in accordance with the CID Act; and

WHEREAS, the District is authorized under the CID Act to undertake the CID Project and CID Services (as such terms are defined in the Petition) and to impose the CID Sales Tax (as defined in the Petition) for purposes of paying for or reimbursing the Developer for the costs of the CID Project and the CID Services and to pay the operating costs of the District; and

WHEREAS, the Parties desire to enter into this Agreement regarding the CID Project and CID Services to be carried out with revenues from the CID Sales Tax, for reviewing the District's annual budget and other annual reports required to be filed with the City, and to provide the City with certain approval rights relating to the District's issuance of CID Obligations (as defined in the Petition); and

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

Section 1. Representations by the District. As of the date of this Agreement, the District represents that: (a) the District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri (the "**State**"), including particularly the CID Act; (b) by proper action of its board of directors (the "**Board of Directors**"), the District has been duly authorized to execute and deliver this Agreement and to carry out its obligations hereunder, acting by and through its duly authorized officers and (c) this Agreement constitutes the legal valid and binding obligation of the District, enforceable in accordance with its terms.

Section 2. Representations by the Developer. As of the date of this Agreement, the Developer represents that: (a) the Developer has all necessary limited liability company power and authority to execute and deliver and perform the terms and obligations of this Agreement, and such execution and delivery has been duly and validly authorized and approved; (b) this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms; and (c) the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

Section 3. Representations by the City. As of the date of this Agreement, the City represents that: (a) the City is a home rule charter city, duly organized and existing under the laws of the State; (b) by proper action of its City Council, the City has been duly authorized to execute and deliver this Agreement and to carry out its obligations hereunder, acting by and through its City Manager; and (c) this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

Section 4. Submission of Annual Budget and Annual Report by the District.

(a) The District shall annually prepare or cause to be prepared a budget (the "**Budget**") for the District's upcoming fiscal year, which is consistent with the purposes of the District. The Budget shall be submitted to the City Clerk for submission to the City Council for review and comment not less than ninety (90) days prior to the intended date of approval of the Budget. Not later than the first day of each fiscal year of the District, the Board of Directors shall adopt a Budget for the District for the ensuing fiscal year, with expected expenditures, revenues, and rates of assessments and taxes, if any, in such a manner as may be provided by law. If the Board of Directors fails to adopt a Budget by the first day of the fiscal year, the District shall be deemed to have adopted for such fiscal year a Budget, which provides for the application of the CID Sales Tax revenues collected in such fiscal year in accordance with the Budget for the prior fiscal year as provided by law.

(b) The District shall, if requested by the City, provide in written form or testimony, information as to how the proposed Budget is consistent with the purposes of the District.

(c) The District shall prepare and submit to the City Clerk and the Missouri Department of Economic Development an annual report (the "**Annual Report**") within one hundred twenty (120) days after the end of the then fiscal year stating the services provided, revenues collected and expenditures made by the District during the fiscal year, and copies of all written resolutions approved by the Board of Directors during the fiscal year.

(d) The District shall, if requested by the City, provide testimony as to the actions represented in the Annual Report that are in furtherance of the purposes and priorities as set forth in the Petition.

(e) The District shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied. The District shall make its books and records available to the City and will furnish to the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms, and provisions of this Agreement have been met.

Section 5. Costs of CID Project and CID Services. As set forth in Section D. of Exhibit D of the Petition, the total estimated costs of the CID Project and CID Services (excluding financing, professional fees and expenses, underwriting, and issuance costs related to CID Obligations) is Nine Hundred Ninety Thousand Dollars ($990,000) and the breakdown of the costs is attached hereto as Exhibit A and incorporated herein by this reference. The District may only use the CID Sales Tax and/or proceeds of CID Obligations (excluding financing, professional fees and expenses, underwriting, and issuance costs related to CID Obligations) to finance and/or reimburse the Developer for the categories of costs set forth on Exhibit A. Savings in the amount expended with respect to any specific line item in the attached breakdown of costs may be used to fund cost overruns in another line item. Any increase in the estimated costs of the CID Project and CID Services (excluding financing, professional fees and expenses, underwriting, and issuance costs related to CID Obligations) above Nine Hundred Ninety Thousand Dollars ($990,000) will require approval by the parties as an amendment to this Agreement.

Section 6. CID Obligations. The District, or a third party on behalf of the District, may issue CID Obligations (as defined in the Petition) for purposes of financing or reimbursing costs of the CID Project and the CID Services; provided that the City, acting through the City Manager, must first approve the District's issuance of CID Obligations, which approval shall not be unreasonably withheld, conditioned, or delayed.

Section 7. Default and Remedies.

(a) An event of default as specified in this Section (an "**Event of Default**") shall occur upon the failure by any Party in the performance of any covenant,

agreement, or obligation imposed or created by this Agreement and the continuance of such failure for fifteen (15) days after a non-defaulting Party has given written notice to such defaulting Party specifying such failure.

(b) If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or any time after its election which such default continues, by mandamus or other suit, action or proceedings at law or in equity enforce its rights against the defaulting Party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement. To the extent that the City must enforce its rights against the District due to an Event of Default, costs incurred by the City for such enforcement shall be operating costs of the District.

Section 8. Immunities. No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future elected official, officer, member, employee, director or agent of any Party, or of any successor thereto, as such, either directly or through such Party, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected officials, officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the State, is responsible for compliance with all applicable state laws and agrees, to the extent permitted by law, to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys fees, resulting from, arising out of, or in any way connected with the District's failure to comply with any applicable State law.

Section 9. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 10. Notices. Notices required by this Agreement shall be deemed given if deposited in the United States mail, first class, postage prepaid and addressed as hereinafter specified.

(a) In the case of the District to:

510 Rangeline Community Improvement District
c/o EVC-Woodsonia Joplin, LLC
3501 SW Fairlawn Road, Suite 200
Topeka, Kansas 66614

With copy to:

Baird Lightner Millsap, PC

1901 South Ventura, Building C
Springfield, Missouri 65804
Attention: Brett Roubal

(b) In the case of the Developer to:

EVC-Woodsonia Joplin, LLC
3501 SW Fairlawn Road, Suite 200
Topeka, Kansas 66614
Attention: Mark McPherson

With copy to:

Baird Lightner Millsap, PC
1901 South Ventura, Building C
Springfield, Missouri 65804
Attention: Brett Roubal

(c) In the case of the City to:

Joplin City Hall
602 S. Main St.
Joplin, MO 64801
Attention: City Manager

With copies to:

Joplin City Hall
602 S. Main St.
Joplin, MO 64801
Attention: City Attorney

Williams & Campo, P.C.
400 Longview Boulevard, Suite 210
Lee's Summit, Missouri 64081
Attn: Chris Williams

or to such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the other.

Section 11. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of Jasper County, Missouri. The Parties consent to the jurisdiction and venue of that court.

Section 12. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 13. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

510 RANGELINE COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name: _____
Title: Chairman

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the **510 RANGELINE COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district, and that said instrument was signed in behalf of said district by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____
Name:_____
Notary Public in and for said State
Commissioned in _____ County

(SEAL)

My commission expires: _____

EVC-WOODSONIA JOPLIN, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of **EVC-WOODSONIA JOPLIN, LLC**, and that said instrument was signed in behalf of said company by authority of its members, and said officer acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____
Name:_____
Notary Public in and for said State
Commissioned in _____ County

(SEAL)

My commission expires: _____

[SEAL] **CITY OF JOPLIN, MISSOURI**

By: _____
Name: _____
Title: _____

ATTEST:

_____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JASPER)

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **SAM ANSELM**, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the **CITY OF JOPLIN, MISSOURI**, and that said instrument was signed in behalf of said city by authority of its City Council, and said City Manager acknowledged said instrument to be the free act and deed of said city.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____
Name:_____
Notary Public in and for said State
Commissioned in _____ County

(SEAL)

My commission expires: _____

[END OF DOCUMENT]

EXHIBIT A

Demolition:	$ 75,000
Parking Lot/Site Work:	120,000
Utilities:	30,000
Landscaping:	50,000
Structure Rehabilitation:	715,000
Total:	$990,000