EXHIBIT "A"

COOPERATIVE AGREEMENT

among the

CITY OF JOPLIN, MISSOURI,

HOPE VALLEY COMMUNITY IMPROVEMENT DISTRICT,

and

HOPE VALLEY DEVELOPMENT GROUP, INC.

EXHIBIT "A"

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), entered into as of this ____ day of _____, 2015, among the CITY OF JOPLIN, MISSOURI, a constitutional charter city and a political subdivision of the State of Missouri (the "City"), the HOPE VALLEY COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision (the "District") and HOPE VALLEY DEVELOPMENT GROUP, INC. a Missouri corporation (the "Developer") (the City, District, and Developer are collectively referred to herein as the "Parties" and individually as "Party," as the context so requires).

WITNESSETH:

WHEREAS, on July 21, 2014, the City Council adopted Ordinance No. 2014-109, which approved the Hope Valley Tax Increment Financing Plan and Projects (the "Redevelopment Plan"), established a redevelopment area, and selected the Developer to implement Redevelopment Project I in the Redevelopment Plan pursuant to the terms of a redevelopment agreement (the "TIF Contract") with the Developer for the implementation of the Redevelopment Project I; and

WHEREAS, under the terms of the Redevelopment Plan and the TIF Contract, the Developer is required to petition the City to establish a community improvement district to assist in funding reimbursable project costs associated with implementation of the Redevelopment Plan; and

WHEREAS, on December 8, 2014 (revised March 2, 2015), the Petition for Creation of the Hope Valley Community Improvement District (the "Petition") was filed with the City Clerk requesting that the City Council establish the District; and

WHEREAS, the Petition requested authority for the District to impose a CID Sales Tax at a rate of up to one percent (1%) to fund the CID Project and Operating Costs; and

WHEREAS, on April 6, 2015, the City Council held a public hearing to hear and consider information regarding the proposed District; and

WHEREAS, on April 6, 2015, the City Council adopted Ordinance No. 2015-___, pursuant to which the City approved the Petition to establish the District, which includes the property described on **Exhibit A** attached hereto and incorporated herein by reference (the "District Area"), found the area described in the Petition to be be a blighted area, and established the District for the purposes set forth in the Petition; and

WHEREAS, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the CID Sales Tax and the funding of the CID Project and related Financing Costs, and Operating Expenses therefrom.

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

ARTICLE 1: DEFINITIONS, RECITALS, AND EXHIBITS

Section 1.1 Recitals and Exhibits.

The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions.

Unless otherwise defined herein, all capitalized words or terms used in this Agreement and defined in the TIF Contract shall have the meaning ascribed to them in the TIF Contract. In addition thereto and in addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise:

"Affiliate" means any person, entity or group of persons or entities which controls a party, which a party controls or which is under common control with a party. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Applicable Laws and Requirements" means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement, or decision of or agreement with or by any unit of government.

"Board of Directors" means the governing body of the District.

"CID Act" means the Missouri Community Improvement District Act, §§ 67.1401, *et seq*, RSMo.

"CID Project" means the construction of certain improvements within the District Area identified on **Exhibit E** Redevelopment Project I Cost Budget as "Total TIF/CID Reimbursable Cost."

"CID Reimbursable Project Costs" means, all actual and reasonable costs and expenses which are incurred by or at the direction of the District, the City or the Developer with respect to creation of the District and construction of the CID Project (including Operating Costs of the District prior to the City's approval of the Completion Certificate), including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen for the CID Project that is constructed or undertaken by the District, the City or Developer, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the CID Project, including but not limited to the following:

(1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the commencement of construction, Financing Costs, preparation of plans, drawings, and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the creation of the District and construction of the CID Project and all actual and reasonable costs for the oversight of the completion of the CID Project; and

(2) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement, and financing of the CID Project and which may lawfully be paid or incurred under the CID Act.

"CID Revenue Fund" means the trust fund established by the District to be known as the "The Hope Valley Community Improvement District Sales Tax Fund" into which CID Sales Tax Revenues shall be deposited in accordance with this Agreement.

"CID Sales Tax" means a sales tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant and subject to the CID Act in the amount not to exceed one percent (1%).

"CID Sales Tax Revenue" means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of a CID Sales Tax.

"City Council" means the governing body of the City.

"DOR" or "Department of Revenue" means the Missouri Department of Revenue.

"Event of Default" means any event specified in **Section 6.1** of this Agreement.

"Excusable Delays" means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner.

"Financing Costs" means those costs incurred as a result of loans, notes, or other forms of indebtedness issued by the District pursuant to the CID Act subject to the restrictions in this Agreement to pay any portion attributable to CID Reimbursable Project Costs incurred or estimated to be incurred, including but not limited to loan fees,

capitalized interest, legal fees, interest and other costs related to such financing at a rate not to exceed the amount setforth in **Section 4.2.B**.

"Operating Costs" means an amount not to exceed the actual, reasonable expenses that are necessary or desirable for the operation of the District that shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, accounting, financial auditing services, insurance, administration of the CID Sales Tax, enforcement and collection of the CID Sales Tax, and other consultants or services, as described in Exhibit C Five Year Plan of the Hope Valley Community Improvement District of the Petition.

"Ordinance" means an ordinance enacted by the City Council.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et. seq., RSMo, as amended.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District.

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, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. The District acknowledges that the funding and construction of the CID Project is of significant value to the District, the property within the District and the general public. The District finds and determines that the CID Project is reasonably anticipated to assist in the remediation of blighting conditions within the District and will serve a public purpose by assisting in the remediation of blighting conditions and by the promotion of the economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the District finds that the CID Project conforms to the purposes of the CID Act.

Section 2.2. Representations by the City.

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the City Manager has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction, agreement, or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

E. In accordance with the CID Act, the governing body of the City has determined that the expenditure of the District's revenues pursuant to this Agreement and that the actions to be taken by the Parties pursuant to this Agreement are reasonably anticipated to remediate the blighting conditions within the District and will serve a public purpose by remediating the blighting conditions and by promoting economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax

revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development.

Section 2.3. Representations by Developer.

Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings.

B. 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 corporate or organizational restriction or of any agreement or instrument to which it is now a party which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or threatened against the Developer or the CID Project which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement. In addition, no litigation, proceedings, or investigations are pending or threatened against the Developer seeking to restrain, enjoin, or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity, or performance by the Developer, the terms and provisions of this Agreement.

D. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations, and requirements of every duly constituted governmental authority, commission, and court having jurisdiction over the CID Project.

ARTICLE 3: COLLECTION OF FUNDS

Section 3.1. Imposition of the CID Sales Tax.

The Board of Directors shall adopt a resolution, which, subject to qualified voter approval, imposes the CID Sales Tax. The CID Sales Tax shall be collected by the DOR as provided in the CID Act. The District shall notify the DOR of the CID Sales Tax and direct the DOR to deposit the CID Sales Tax Revenue with the District. The District shall use CID Sales Tax Revenue so deposited to make those payments set forth in **Section 3.5**, in the order of priority set forth in **Section 3.5**. All CID Sales Tax Revenue disbursements shall be subject to annual appropriation of the District. The District shall not reimburse Developer for CID Reimbursable Project Costs until the Reimbursement

Certificate has been approved (as described in **Section 4.3**) and until sufficient CID Sales Tax Revenue has been collected and is available for payment to Developer.

Section 3.2. Administration and Collection of the CID Sales Tax.

A. The DOR. The CID Sales Tax will be collected by the DOR as provided in the CID Act and deposited into the CID Revenue Fund by the District.

B. The District. The District shall perform or provide for the performance of all functions incident to the administration, enforcement, and operation of the CID Sales Tax, to the extent not performed by DOR, pursuant to the CID Act, and subject to this Agreement. If collected by DOR, the District shall receive the CID Sales Tax Revenues from DOR, which shall be used in accordance with this Agreement.

Before the CID Sales Tax is collected, the District shall accomplish the following: (i) enter into any contract required by DOR for the collection of the CID Sales Tax and disbursement thereof to the CID Revenue Fund in accordance with the CID Act and (ii) prescribe any required forms and administrative rules and regulations for reporting the CID Sales Tax. The CID Sales Tax shall be collected and reported in substantially the manner and form as set forth in **Exhibit D** attached hereto and incorporated herein by reference and the District shall deposit all proceeds of the CID Sales Tax that may lawfully be collected by the District into the CID Revenue Fund.

The District shall keep accurate records of the amount of CID Sales Tax Revenue on deposit in the CID Revenue Fund and such records shall be open to the inspection of the City. In the event that any records pertaining to the CID Sales Tax are governed by Section 32.057 of the Revised Statutes of Missouri, as amended, the District shall provide such records in the District's possession to the City upon receipt of a written request that conforms to Section 32.057.2(1)(e) of the Revised Statutes of Missouri, as amended, and only to the extent necessary to assist in collection of the CID Sales Tax.

The District shall report all violations that come to its attention of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statues of Missouri, as amended, to the DOR for enforcement to the extent that such violations result in the District's inability to collect the CID Sales Tax in a timely manner as provided for in the Sales Tax Law. All amounts in the CID Revenue Fund shall be expended solely in accordance with this Agreement. Upon the expiration of the CID Sales Tax, all funds remaining in the CID Revenue Fund shall continue to be used solely in accordance with this Agreement. Any funds in the CID Revenue Fund that are not needed for current expenditures may be invested by the Board of Directors pursuant to applicable laws relating to the investment of other district funds.

Section 3.3. District Operating Costs.

A. The Operating Costs of the District shall be paid from CID Sales Tax Revenue in accordance with **Section 3.5** of this Agreement. The Operating Costs shall be included in the District's annual budget, as provided in **Section 5.5.**

B. In the event that there are insufficient funds generated by CID Sales Tax Revenue in any fiscal year to cover the Operating Costs incurred with respect to such fiscal year, such costs shall be paid by the Developer, who may seek reimbursement of same as a CID Reimbursable Project Cost in accordance with this Agreement.

Section 3.4. Enforcement of the CID Sales Tax.

The District shall be responsible to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the CID Sales Tax. In the case that either the City has determined that the District has failed to fulfill its obligation under this Section, the City is hereby authorized, to the extent permitted by law, to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the CID Sales Tax in either its name or the name of the District. In such case, the District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit, or proceeding if the City shall so request.

Notwithstanding anything to the contrary in this Agreement, neither the City nor the District shall be required to undertake any enforcement action if the cost of such enforcement is reasonably expected to exceed the amount of revenues sought to be collected. Any costs incurred by any Party in an attempt to enforce and/or collect the CID Sales Tax pursuant to this Section shall be considered as an Operating Cost and distributed to such Party in accordance with **Section 3.5** of this Agreement.

Section 3.5. Distribution of the CID Sales Tax Revenue.

The District shall not disburse any of the CID Sales Tax Revenues for CID Reimbursable Project Costs until the City has approved the Reimbursement Certificate, as defined in **Section 4.3**, and in accordance with the approved annual Budget. After the City has approved any required Reimbursement Certificate in accordance with **Section 4.3**, and to the extent CID Reimbursable Project Costs remain unpaid, the District shall, subject to annual appropriation by the Board of Directors, make disbursements of the CID Sales Tax Revenues Fund on a monthly basis in the following order of priority:

A. Pursuant to the TIF Act and the Redevelopment Plan, one-half (1/2) of the CID Sales Tax Revenue received by the District from the DOR as provided in this Agreement will be captured as Economic Activity Taxes, transferred to the City by the District, and deposited by the City into the Special Allocation Fund, which amounts shall then be subject to distribution pursuant to the TIF Contract.

B. Payment of approved Operating Costs of the District.

C. Payment of the CID Reimbursable Project Costs and related Financing Costs.

Section 3.6. Repeal of the CID Sales Tax and Termination of the District.

Subject to limitations of the CID Act, upon the earlier of (A) thirty (30) years from the date of adoption by the City Council of the ordinance establishing the District or (B) at such time as (i) the CID Project has been completed, (ii) all CID Reimbursable Project Costs and related Financing Costs have been reimbursed, and (iii) all costs included in the column titled "Total TIF/CID Reimbursable Cost" in **Exhibit E** Redevelopment Project I Cost Budget have been reimbursed, the District shall implement the procedures in the CID Act for repeal of the CID Sales Tax and abolishment of the District. The District shall not implement the procedures for repeal or modification of the CID Sales Tax and abolishment of the District if the District, with the prior written consent of the City, has approved another project pursuant to the CID Act.

ARTICLE 4: FINANCING CID PROJECT

Section 4.1. Design and Construction of CID Project.

The District and the City both hereby acknowledge that the CID Project is being undertaken pursuant to the TIF Contract. The District and City hereby further acknowledge that the Developer plans to construct the CID Project in accordance with the Redevelopment Plan, the TIF Contract, and this Agreement. The District's primary role is to fund and/or assist in the funding of the CID Project. The CID Project shall be carried out by or at the direction of Developer or the City, subject to Applicable Laws and Requirements; the District shall have no obligation to design and construct the CID Project. The Developer shall comply with all Applicable Laws and Requirements including laws related to public bidding, the posting of bonds, prohibitions and requirements contained in Chapters 67, 208, 285, 292, and 650, RSMo (as applicable) and the payment of prevailing wages to contractors or subcontractors of Developer for construction of the CID Project, if applicable. Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to applicable laws.

Section 4.2. Financing the CID Project.

A. Developer shall provide or cause to be provided the initial financing of the CID Project (including payment of all Financing Costs), and shall be reimbursed pursuant to this Agreement for Operating Costs and/or CID Reimbursable Project Costs incurred by the Developer. The CID Sales Tax will be an incremental Economic Activity Tax. As such, fifty percent (50%) of the revenues generated by the CID Sales Tax will be directed to the Special Allocation Fund. In addition, pursuant to the TIF Contract and this Agreement, the remaining CID Sales Tax Revenues not captured and directed to the Special Allocation Fund will be pledged to repay qualified CID Reimbursable Project Costs.

B. Financing Costs

1. Third Party Borrowing. In the event Developer incurs Financing Costs on amounts Developer was loaned to finance and pay for Operating Costs and/or CID Reimbursable Project Costs from a "non-Affiliate" third party in an arms-length transaction, the District shall reimburse the Developer as Operating Costs and/or CID Reimbursable Project Cost the actual out-of-pocket Financing Costs incurred and certified pursuant to **Section 4.3**. For purposes of calculating interest expenses, Developer shall certify its interest expense pursuant to **Section 4.3** as a separate line item expense. For the month in which interest expense is initially incurred with respect to any advance of funds, the interest expense shall accrue from the 15th day of the month incurred for costs certified from the 1st through the 14th day of a month and from the last day of the month incurred for costs certified after the 15th day of a given month.

2. Affiliate Borrowing. In the event Developer incurs Financing Costs on amounts Developer was loaned to finance and pay for Operating Costs and/or CID Reimbursable Project Costs from an Affiliate of Developer, the District shall reimburse Developer as Operating Costs and/or CID Reimbursable Project Costs with the actual out-of-pocket Financing Costs incurred and certified pursuant to **Section 4.3**. Financing Costs under this **Section 4.2.B.2** shall not exceed the lesser of (i) the lowest rate at which any Affiliate of Developer, loans any funds to any other first tier Affiliate of Developer for any purpose, (ii) the actual lowest cost of funds at which an Affiliate of Developer is able to borrow funds for its corporate purposes from time to time, or (iii) the rate at which the Developer could have acquired private financing from a non-Affiliate lender. For purposes of calculating interest expenses, Developer shall certify its interest expense pursuant to **Section 4.3** as a separate line item expense, and as part of such certification Developer shall certify to the District the actual lowest cost of funds at which any Affiliate of Developer is able to borrow funds for its corporate purposes as of the date such interest was incurred. For the month in which interest expense is initially incurred with respect to any advance of funds, the interest expense shall accrue from the 15th day of the month incurred for costs certified from the 1st through the 14th day of a month and from the last day of the month incurred for costs certified after the 15th day of a given month.

3. Interest on Developer Equity – CID Project. In the event Developer finances a portion of the CID Project with equity, Developer shall receive as a CID Reimbursable Project Cost, in addition to the return of its equity, interest on said equity as and from the date the equity was advanced at the same rate charged to Developer by its lender for debt financing. For purposes of calculating interest expense on Developer

advanced equity, Developer shall certify its interest expense pursuant to **Section 4.3** as a separate line item expense. For the month in which interest expense is initially incurred with respect to any advance of funds, the interest expense shall accrue from the 15th day of the month incurred for costs certified from the 1st through the 14th day of a month and from the last day of the month incurred for costs certified after the 15th day of a given month.

4. Limit on Total Interest Expense. Notwithstanding any other provision in this **Section 4.2.B.** or elsewhere in this Agreement, the total amount of interest expense to be reimbursed by the District to the Developer for Redevelopment Project I from CID Sales Tax Revenue (excluding that portion of CID Sales Tax Revenue deposited in the Special Allocation Fund) shall not exceed $2,100,460 as shown on **Exhibit E**.

Section 4.3. Certificate of Completion and CID Reimbursable Project Costs.

A. Upon substantial completion of the CID Project, Developer shall submit a Certificate of Completion substantially in the form attached hereto as **Exhibit B** ("Completion Certificate") to the District and the City for approval. The District shall submit the Completion Certificate to the City to verify that the CID Project has been completed in accordance with all Applicable Laws and Requirements. If the City, determines, in its reasonable discretion, that the District Project has been completed in accordance with all Applicable Laws and Requirements, then the City shall approve the Completion Certificate, which approval shall not be unreasonably withheld. If the City determines not to approve the Completion Certificate, the City shall notify the District and the Developer as appropriate in writing within fifteen (15) days after receiving the Completion Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the City shall hold a hearing at which the Developer may challenge the City's determination, including presentation of new and/or additional evidence.

1. The issuance of a Completion Certificate by the District and the City shall be a conclusive determination of the satisfaction of the covenants in this Agreement with respect to the obligations of Developer to complete the CID Project, but shall not prevent District or City from future action in the event of any subsequent default by Developer in the performance of any of its other obligations under this Agreement.

2. Each such certificate issued by District and City shall contain a description of the real property affected thereby and shall be in such form as will enable it to be accepted for recording in the Office of the Recorder of Deeds for Newton County, Missouri.

B. Developer shall submit its request for certification of CID Reimbursable Project Costs ("Reimbursement Certificate") to the District and the City Finance Director using substantially the form attached as **Exhibit C** for such costs incurred by Developer,

within one hundred twenty (120) days of incurring such costs. Developer shall provide itemized invoices, receipts, or other information, if any, to confirm that any submitted cost has been so incurred and qualifies as a CID Reimbursable Project Cost. If the District and the City Finance Director determine, in their reasonable discretion, that the costs submitted for reimbursement are CID Reimbursable Project Costs, then the Reimbursement Certificate and the amounts stated therein for payment from the CID Revenue Fund in accordance with this Agreement shall be approved. If the District and the City Finance Director determine to not approve the Reimbursement Certificate for payment, the Developer shall be notified as appropriate in writing within fifteen (15) days after receiving the Reimbursement Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the District Board shall hold a hearing at which the Developer may challenge the District's or the City Finance Director's determination, including presentation of new and/or additional evidence. Developer shall have the right to identify and substitute other CID Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that the District or the City Finance Director determine does not qualify as a CID Reimbursable Project Cost. Developer shall not be required to obtain the approved Completion Certificate pursuant to **Section 4.3.A** prior to receiving reimbursement in accordance with this Agreement.

Section 4.4. Ownership and Maintenance of CID Project.

The District shall have no ownership of the CID Project, and title to the CID Project shall remain in the name of its current owners, including, *inter alia*, Developer, and their successors and assigns, except for public streets, which shall be dedicated to the City. The District shall not be responsible for maintenance of the CID Project. The owner of the CID Project shall be responsible for the maintenance of the CID Project.

Section 4.5. New CID Projects.

The District shall not undertake new improvement projects without the prior approval of the City Council and any changes to the CID Project contemplated herein shall be governed by the terms and processes of the CID Act and the TIF Contract.

Section 4.6. District Eligible Services.

The District shall not undertake the provision of CID Eligible Services as authorized in Section 67.1461 RSMo without the prior approval of the City Council.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1. Records of the District.

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, and will furnish the City upon written request (within a reasonable time not to exceed three business days) such information as it may request concerning the District,

including such statistical and other operating information requested by the City on a periodic basis, in order to determine whether the covenants, terms, and provisions of this Agreement have been met.

In addition, the District shall prepare financial statements each fiscal year. The District shall be responsible for having the financial statements audited. The annual audited financial statements of the District for each fiscal year shall be prepared and submitted to the City no later than March 31st following the end of such fiscal year. For that purpose, all pertinent books, documents, and vouchers relating to the District's business, affairs, and properties shall at all times during regular business hours be open to the inspection of such accountant, other agent, or City official or employee (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

Section 5.2. Records.

The Parties shall keep and maintain adequate records pertaining to the costs of the CID Project, and disbursements for reimbursement or payment of the costs of the CID Project and related Financing Costs, and Operating Expenses. Such records shall be available for inspection by the City and/or District at any time.

Section 5.3. Notice to and Consent by Tenants and Transferees.

A. Developer shall use its reasonable best efforts to cause all leases of all or any part of property located in the District entered into after the date of this Agreement by Developer to contain a provision that is in substantial compliance with the following:

> Community Improvement District: Tenant acknowledges and consents that (i) all or a portion of the Leased Premises are located within the boundaries of the Hope Valley Community Improvement District ("District") created by Joplin, Missouri (the "City"), (ii) that the District imposes a sales tax on economic activities occurring within the District, which tax will be applied toward the costs of improvements that will provide a generalized benefit to the District. If any of Tenant's sales activities occur within the District, upon request of the City, Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the District is a third party beneficiary of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

Developer shall use its reasonable best efforts to cause a provision in substantial compliance with this provision to be included in all sales contracts entered into after the date of this Agreement by Developer with purchasers of property located within the District, requiring said sales information be provided to the District.

B. Promptly following the execution of any instrument transferring of all or any part of property located in the District, Developer shall provide a certification to the District, signed by Developer and such transferee, confirming that the instrument includes the provisions satisfying Developer's obligation as set forth in this **Section 5.3**. Failure of Developer to require that such restrictions be placed in any such instrument shall in no way modify, lessen, or diminish the obligations and restrictions set forth herein relating to the District's rights of enforcement and remedies under this Agreement, nor shall it affect the Developer's right to reimbursement of its CID Reimbursable Project Costs or otherwise form the basis of a default on the part of the Developer hereunder.

C. The District, and, to the extent necessary Developer, shall use reasonable efforts to enforce the sales contract obligation set forth in paragraph A of this Section and shall use reasonable efforts to require any purchaser or other transferee or possessor of all or part of property located in the District, to timely pay any CID Sales Tax due. This obligation shall be a covenant running with the land and shall be enforceable against Developer and against any purchaser or other transferee or possessor from Developer as if such purchaser or possessor were originally a party to and bound by this Agreement and shall only terminate upon the end of the term of the District. All costs incurred by the District and/or Developer in using reasonable efforts to enforce the obligations contained in this Section shall be deemed to be CID Reimbursable Project Costs that are reimbursable from the CID Sales Tax Revenue.

Section 5.4. Developer's Obligations to the City Under Bond or Surety.

A. The Parties agree that the CID Project, or any portion thereof, which the Developer is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, does not diminish the consideration to the District as recited in **Section 2.1** and shall be a CID Reimbursable Project Cost that may be reimbursed in accordance with this Agreement.

B. The Parties agree that in the event that the City constructs or causes to be constructed any portion of the CID Project pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or a City ordinance, then the City shall be entitled to reimbursement from the District for such CID Reimbursable Project Costs that are not paid or reimbursed to the City under such bond or surety.

Section 5.5. Annual Budget.

The Board shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's first fiscal year and submit that budget to the City's Director of Finance ("Finance Director") within sixty (60) days after the date the City Council approves the ordinance to establish the District. The fiscal year of the District shall be the same as that of the City. For each subsequent fiscal year of the District, the Board shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's upcoming fiscal year and, no earlier than one hundred eighty (180) days

and no later than ninety (90) days prior to the first day of each fiscal year, shall submit a proposed budget to the Finance Director for review (the "Annual Budget"). Within a reasonable time after obtaining the Finance Director's comments regarding the Annual Budget, the Board shall approve the same. In no event shall any budget provide funding for services or maintenance within the District. Each Annual Budget for the District shall be prepared in accordance with all applicable state statutes including Sections 67.010 and 67.1471 RSMo, as amended.

Section 5.6. Board of Directors.

Pursuant to Section 6 of the Petition, Successor Directors to the Board of Directors shall be appointed by the Mayor with the consent of the City Council. The City shall be entitled to appoint the Finance Director as an ex officio member of the District's Board of Directors. Such ex officio member shall be permitted to attend District Board of Directors meetings but shall not have any voting power. The District shall notify the City in writing of each meeting of the District's Board of Directors by sending a copy of such notice and an agenda for the noticed meeting to the Finance Director at City Hall, 602 S. Main Street, Joplin, Missouri 64801.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. Events of Default.

If the following event shall occur and be continuing following the expiration of any cure provisions herein, then such event shall constitute an Event of Default under this Agreement: failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement (except as otherwise provided in **Section 5.3**), and the continuance of such default for ninety (90) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2. Remedies on Default.

If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while 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 to 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 CID due to an Event of Default, costs incurred by the City for such enforcement shall be Operating Costs.

Section 6.3. Rights and Remedies Cumulative.

The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding

availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4. Waiver of Breach.

No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5. Excusable Delays.

No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such excusable delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term.

This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. Upon the expiration of the CID Sales Tax as provided in **Section 3.6**, and the abolishment of the District in accordance with Section 67.1481 RSMo and the terms of this Agreement, this Agreement shall terminate.

Section 7.2. Notice.

Any notice pursuant to this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the District shall be addressed to:

Hope Valley Development Community Improvement District
Attn: Chairman
2702 Richard Joseph Blvd., Ste. 106
Joplin, MO 64801

With a copy to:

Gross & Associates
Attn: Darrell Gross
8270 West Farm Road 160
Republic, Missouri 65738

Any notice to City shall be addressed to:

Sam Anselm
City Manager
City Hall
602 South Main Street
Joplin, MO 64801

With a copy to:

Peter C. Edwards
City Attorney
City Hall
602 South Main Street
Joplin, MO 64801

Any notice to Developer shall be addressed to:

Hope Valley Development Group, Inc.
Attn: Kevin L. Steele
2702 Richard Joseph Blvd., Ste. 106
Joplin, MO 64801

With a copy to:

Gross & Associates
Attn: Darrell Gross
8270 West Farm Road 160
Republic, Missouri 65738

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

Section 7.3. 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 officer, member, employee, director or agent of the City, Developer or the District, or of any successor thereto, as such, either directly or through the City; Developer or the District, 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 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 7.4. Modification.

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

Section 7.5. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and all actions shall be heard in Newton County Circuit Court.

Section 7.6. Validity and Severability.

It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, 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 shall be 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 7.7. 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.

Section 7.8. City Approvals.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council. The City Manager, at his/her discretion, may seek the advice or consent of the City Council for any requested approval.

Section 7.9. District Approvals.

Unless specifically provided to the contrary herein, all approvals of District hereunder may be given by the Chairman or his/her designee without the necessity of any action by the Board of Directors.

Section 7.10. Developer Approvals.

Unless specifically provided to the contrary herein, all approvals of Developer hereunder may be given by the agent of Developer.

Section 7.11. Recording of Agreement.

Upon full execution by the District, Developer and City, this Cooperative Agreement or a memorandum of this Agreement, shall be recorded by the City, at the District's expense, in the Office of the Recorder of Deeds for Newton County, in Neosho, Missouri.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Developer, the District, and the City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF JOPLIN, MISSOURI

By:_____
Sam Anselm, City Manager

ATTEST:

_____
Barbara Hogelin, City Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF _____)

On this ___ day of _____, in the year 2015, before me, a Notary Public in and for said state, personally appeared Sam Anselm, the City Manager of the City of Joplin, known to me to be the person who executed the within Cooperative Agreement on behalf of the City of Joplin, Missouri and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2015.

_____
Notary Public

My Commission Expires:

DEVELOPER:

HOPE VALLEY DEVELOPMENT GROUP, INC.

By:_____

Name:_____

Title:_____

ATTEST:

By: _____

Name: _____

Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF _____)

On this ____ day of _____ in the year 2015 before me, a Notary Public in and for said state, personally appeared _____, of the Hope Valley Development Group, Inc., known to me to be the person who executed the within Cooperative Agreement on behalf of said corporation and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2015.

_____
Notary Public

My Commission Expires:

CID:

HOPE VALLEY COMMUNITY IMPROVEMENT DISTRICT

By:_____

Name:_____

Chairman

ATTEST:

By: _____

Name: _____

Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this ___ day of _____, in the year 2015, before me, a Notary Public in and for said state, personally appeared_____, the Chairman of the Hope Valley Community Improvement District, known to me to be the person who executed the within Cooperative Agreement on behalf of the Hope Valley Community Improvement District and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2015.

_____
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION -DISTRICT AREA

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER (SE 1/4) TO THE NORTH RIGHT-OF-WAY LINE OF 44 TH STREET, THENCE EAST ALONG NORTH RIGHT OF WAY LINE OF 44TH STREET 600 FEET FOR A POINT OF BEGINNING, THENCE NORTH 31 ° 46' 37" EAST 1571.21 FEET TO A POINT WHICH IS 200 FEET SOUTH 3° 46' 03" EAST OF THE SOUTH RIGHT-OF-WAY LINE OF RICHARD JOSEPH BOULEVARD, THENCE NORTH 86°13'57" EAST, 460.00 FEET TO A POINT ON THE NORTHWESTERN RIGHTOF-WAY LINE OF KANAN AVENUE, THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF KANAN AVENUE NORTH 22° 26' O5" EAST TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44, THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD, THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD TO THE NORTH RIGHT-OF-WAY OF 44TH STREET, THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF 44 TH STREET TO THE POINT OF BEGINNING, ALL PUBLIC RIGHT-OF-WAYS AND EASEMENTS WITHIN , ALL WITHIN NEWTON COUNTY AND THE CITY OF JOPLIN, MISSOURI.

EXHIBIT B

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

To: Chairman, Hope Valley Community Improvement District
City Manager, City of Joplin, Missouri

Copy: Director of Finance, City of Joplin, Missouri

Re: Completion of Hope Valley CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of ____, 2015 (the "Agreement") between the City of Joplin, the Hope Valley Community Improvement District, and Hope Valley Development Group, Inc.. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. The CID Project has been completed in accordance with the Agreement, and all required approvals, certificates, or permits have been granted or issued by the appropriate governmental entity or agency to commence operation of all improvements in the CID Project.

2. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Event of Default on the part of the Developer under the Agreement.

3. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

On behalf of Hope Valley Development Group, Inc.

EXHIBIT C

FORM OF CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

To: Chairman, Hope Valley Community Improvement District

Copy: Director of Finance, City of Joplin, Missouri

Re: Certification of Hope Valley CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of ____, 2015 (the "Agreement") between the City of Joplin, the Hope Valley Community Improvement District, and Hope Valley Development Group, Inc.. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. Each item listed on *Schedule 1* attached hereto is a CID Reimbursable Project Cost and was incurred in connection with the construction of the CID Project.

2. These CID Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Agreement and, to the knowledge of the Developer, the CID Act.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the CID Sales Tax, and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the work for which this certificate relates have been issued and, to the knowledge of the Developer, are in full force and effect.

7. To the knowledge of the Developer, all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

8. If any cost item to be reimbursed under this Certificate is deemed not to constitute a CID Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible CID Reimbursable Project Costs for payment hereunder.

9. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Event of Default on the part of the Developer under the Agreement.

10. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

On behalf of _____ (Developer)

Approved for Payment this ____ day of _____, 20_____:

HOPE VALLEY COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

Approved for Payment this ____ day of _____, 20_____:

CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

EXHIBIT D

SALES TAX REPORTING FORM

Hope Valley Community Improvement District

_____

_____

_____

MISSOURI TAX NUMBER
*DO NOT WRITE IN SHADED AREAS
YYYY YY YY

SALES TAX RETURN
Check box if Amended Return Y Or Additional Return Y

OWNER'S NAME	REPORTING PERIOD	ADDRESS CORRECTION Y MAILING ADDRESS Y BUSINESS ADDRESS	
BUSINESS NAME	FEDERAL IDENTIFICATION NUMBER	BUSINESS PHONE NUMBER	Check here if phone # changed Y
MAILING ADDRESS	TELEPHONE NUMBER ( )	DUE DATE:	
CITY	STATE / ZIP		

IMPORTANT: THIS RETURN MUST BE FILED FOR THE REPORTING PERIOD INDICATED ENVEN THOUGH YOU HAVE NO GROSS RECEIPTS/TAX TO REPORT.

BUSINESS LOCATION	CODE	GROSS RECEIPTS	ADJUSTMENTS (INDICATE + OR -)	TAXABLE SALES	RATE (%)	AMOUNT OF TAX	
TOTALS.....							

FINAL RETURN: If this is your final return, enter the close date below and check the reason for closing your account. The Sales Tax law requires any person selling or discounting business to make a final sales tax return within fifteen (15) days of the sale or closing.

Date Business Closed: _____

Y Out of Business Y Sold Business Y Leased Business

SIGN AND DATE RETURN: This must be signed and dated by the taxpayer or by the taxpayer's authorized agent. Mail to: Hope Valley Community Improvement District, _____, _____.

I have direct control, supervision, or responsibility for filing this return and payment of the tax due. Under penalties of perjury, I declare that this is a true, accurate, and complete return.

I ATTEST THAT I HAVE NO GROSS RECEIPTS TO REPORT FOR LOCATIONS LEFT BLANK.

SIGNATURE OF TAXPAYER OR AGENT	TITLE
DATE SIGNED	TAX PERIOD (MMDDCCYY) THRU (MMDDCCYY)

EXHIBIT E

REDEVELOPMENT PROJECT I COST BUDGET

TOTAL RPA-I PROJECT COST REIMBURSABLE ALLOCATION	UNIT QUANTITY	COST PER UNIT	TOTAL PROJECT COST	TOTAL DEVELOPER PORTION	TOTAL TIF/CID REIMBURSABLE	
Land Acquisition Cost	75.39 Acres	$171,100	$12,899,229	$7,665,280	$5,233,949	*
Building Construction Cost	162,000 Sq Ft	$150	$24,300,000	$24,300,000	$0	
Site Improvement Cost	1,233,619 Sq Ft	$2.00	$4,694,738	$2,467,238	$2,227,500	*
Marketing Cost-Commissions-Advertising Street &			$5,200,000	$5,200,000	$0	
Street & Utility Construction			$4,687,500		$4,687,500	*
Landscaping/Engineering/Planning/Permits/Testing			$853,250		$853,250	
Mitigation Cost-Construction			$2,155,000		$2,155,000	
Walking Trails/Mitigation Professional fees			$2,000,000		$2,000,000	
TOTAL			**$56,789,717**	**$39,632,518**	**$17,157,199**	
COST SHARE PERCENTAGE			**100%**	**70%**	**30%**	
POSSIBLE COST REDUCTIONS TO TIF REIMBURSABLE COST-Tax Credits or Grants					($3,535,480)	*
TOTAL POSSIBLE REDUCTION IN TIF REIMBURSABLE PROJECT COST					**6%**	
City of Joplin providing a portion of Transpiration Sales Tax to assist in paving of 44th Street					($500,000)	*
TOTAL POSSIBLE REDUCTION IN TIF REIMBURSABLE PROJECT COST					**1%**	
TOTAL POSSIBLE REDUCTION IN TIF REIMBURSABLE PROJECT COST					**($4,035,480)**	
PERCENTAGE OF OUTSIDE FUNDING POSSIBLE					**7%**	
POSSIBLE REVISED PROJECT COST			**$56,789,717**	**$39,632,518**	**$13,121,719**	
POSSIBLE REVISED COST SHARE PERCENTAGE			**100%**	**70%**	**23%**	

EXHIBIT F

HOPE VALLEY REDEVELOPMENT AREA (TIF)
TIF/CID REIMBURSABLE PROJECT COST
PRIVATE PROJECT COST
TOTAL PROJECT COST
REDEVELOPMENT AREA 1

DESCRIPTION OF COST	TOTAL ITEM COST	PRIVATE COST	TIF/CID REIMBURSABLE COST	CID ONLY REIMBURSABLE COST	TOTAL PROJECT COST
Professional Fees	$800,000		$800,000		$800,000
Trail Construction	$2,000,000		$2,000,000		$2,000,000
Mitigation Cost	$2,155,000		$2,155,000		$2,155,000
Land Acquisition Cost	$12,899,229	$7,665,280	$5,233,949		$12,899,229
Marketing	$5,200,000	$5,200,000			$5,200,000
Storm Water Site Grading and Construction	$2,227,500		$2,227,500		$2,227,500
Street & Road Construction	$3,000,000		$3,000,000		$3,000,000
Utility Construction	$1,687,500		$1,687,500		$1,687,500
Permits	$53,250		$53,250		$53,250
Finish Site Grading	$2,467,238	$2,467,238			$2,467,238
Building Construction	$24,300,000	$24,300,000			$24,300,000
TOTAL COSTS WITHOUT FINANCING	$56,789,717	$39,632,518	$17,157,199	$0	$56,789,717
Total Financing Costs	$25,614,432	$ 17,835,000	$ 5,678,972	$ 2,100,460	$ 25,614,432
GRAND TOTAL PROJECT COSTS	$82,404,149	$57,467,518	$22,836,171	$ 2,100,460	$82,404,149