EXHIBIT "A"

TAX INCREMENT FINANCING FUNDING AGREEMENT

THIS TAX INCREMENT FINANCING FUNDING AGREEMENT ("Agreement") is entered into this ____ day of _____, 2020, by Woodsonia Joplin, LLC. (the "Company") and the CITY OF JOPLIN, MISSOURI (the "City").

RECITALS

A. The City is a constitutional charter city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Statutes of the State of Missouri. The principal office of the City is located at City Hall, 602 South Main Street, Joplin, Missouri 64801.

B. The City created the Tax Increment Financing Commission of the City of Joplin, Missouri (the "Commission") pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), and under Ordinance No. 2003-53, adopted by the City Council of the City.

C. The Company is a _____ with offices at _____.

D. The Commission and the City have been requested by the Company to prepare or consult on the preparation of a tax increment financing plan (the "Plan") within the City, and to consider the Plan in accordance with the Act and, if such Plan is approved by the City, to provide such other services and assistance as may be required to implement and administer the Plan through its completion.

E. The Commission and the City do not have a source of funds to finance costs incurred by them, in the form of additional City staff time; legal, fiscal, planning consultants; direct out-of-pocket expenses and other costs resulting from, services rendered to Company to review, evaluate, process and consider applications for tax increment financing assistance authorized by the Act.

F. If the Plan is approved by the City Council and if sufficient revenues are generated by the redevelopment contemplated by the Plan, Commission and City costs covered by this Agreement and paid by Company shall be reimbursed to Company from monies deposited into the Special Allocation Fund pursuant to 99.845, RSMo.

AGREEMENT

1. Services to be Performed by the Commission and/or the City. The Commission and/or the City shall:

a. Prepare or consult with the Company on the preparation of and consider the Plan in accordance with the provisions of the Act, give all notices, make all publications and hold hearings as required by the Act;

b. Review documents submitted by the Company and prepare and present required ordinances, analyses, and other necessary documents to the City Council of the City for consideration for approval.

c. If the City Council of the City approves the Plan, provide the necessary staff and legal assistance to prepare and negotiate a definitive agreement between the Company and the City for implementation of the Plan;

d. If a definitive agreement is entered into, provide the necessary staff and legal assistance to administer such agreement and the Plan until funds are available in the Special Allocation Fund.

2. Initial Deposit. The City acknowledges receipt of Twenty-five Thousand Dollars and no cents ($25,000.00) (the "Deposit") from the Company. The City shall disburse the Deposit as set forth in Section 4 and shall bill the Company pursuant to Section 3 to re-establish the Deposit so that there is always a cash balance available from which additional disbursements may be made as required.

3. Additional Funding. The City shall submit one combined itemized statement for it and the Commission for staff time, other administrative expenses and actual out-of-pocket expenses necessary to perform its obligations hereunder or for any additional obligations or expenditures incurred by the City or Commission. Such statements shall be submitted no more often than monthly. For City internal staff time in evaluating and processing the TIF proposal, Company shall pay a one-time fee to the City in the amount of Five Thousand Dollars ($5,000.00). The Company shall pay the City the amounts set forth on such statements (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received, the unpaid balance shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed twenty-four percent (24%) per annum, and the City shall be relieved of its obligations hereunder until paid or may terminate this Agreement pursuant to Section 6.a. Company shall supply the Additional Funds in a timely manner so that Commission and City activities may continue without interruption.

4. Disbursement of Funds.

a. The City shall disburse the Funds and Additional Funds for reimbursement for staff time and other administrative costs to the City on or before the thirtieth (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses

incurred by the Commission and/or the City in connection with the performance of its obligations under this Agreement as payment for such expenses become due. Upon reasonable notice, the Commission and/or City shall make its records available for inspection by Company with respect to such disbursements.

b. All of the services set forth in Section 1 are eligible redevelopment costs under the Act and as such are reimbursable from the Special Allocation Fund.

5. Plan Administration. In addition to the services set forth in Section 1, the Commission and/or City will be required to provide services from time to time for the continuing administration of the Plan and management of the Special Allocation Fund. The Commission and/or City may be reimbursed from the Special Allocation Fund for meeting expenses at $250/meeting and, upon appropriate itemization, staff time and expenses. In addition, the Commission and/or City may retain monies deposited in the Special Allocation Fund each year, in an amount equal to the documented expenses of the Commission and/or the City that are reasonable or incidental to the general operations of the Commission and/or City with respect to administration of the Plan.

6. Termination.

a. In the event the Company fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, in its sole discretion upon ten (10) days written notice to the Company. Termination by the City shall terminate its duties and obligations with respect to this Agreement, including, but not limited to, the Commission's or City's processing of Company's application and/or Plan. Upon such termination, the City shall retain the Funds and Additional Funds, if any, necessary to reimburse their outstanding expenses incurred pursuant to this Agreement and any monies due and owing to the Commission or the City pursuant to any other agreement and shall pay all remaining refundable Funds and Additional Funds, if any, to the Company within sixty (60) days of such termination.

b. The parties hereto acknowledge that the Company may determine to abandon the Plan. Upon notice of abandonment by the Company, this Agreement shall terminate and the City may terminate any other agreement between the parties and shall retain the Funds and Additional Funds, if any, necessary to reimburse its staff time accumulated to the date of termination and outstanding expenses incurred pursuant to this Agreement and any monies due and owing to the Commission or the City pursuant to any other agreement and shall pay all remaining refundable Funds and Additional Funds, if any, to the Company within sixty (60) days of such termination.

c. In the event the Funds and Additional Funds are insufficient to reimburse the Commission and the City for its outstanding expenses payable hereunder, the Company shall reimburse the City as set forth in Section 3.

7. Notice. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

Finance Director
City of Joplin
602 South Main Street
Joplin, MO 64801

With a copy to:

City Attorney
City of Joplin
602 South Main Street
Joplin, MO 64801

To the Company:

_____
Attn: _____
_____
_____

With a copy to:

William B. Moore
Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview Avenue, Suite 300
Kansas City, MO 64111

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

8. Miscellaneous.

a. Governing law. This Agreement shall be governed by Missouri law. Any disputes arising hereunder shall be litigated only in the Circuit Court of Jasper County, Missouri.

b. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the funding by the Company to the City for the services associated with the Plan pursuant to this Agreement.

c. No Waiver. Failure of any party hereto to enforce its rights hereunder at any time shall not be deemed a waiver of such rights.

c. Successors and Assigns. This Agreement may not be assigned by any party hereto without prior written consent of all other party. No assignment, unless specifically provided for in the consent thereto, shall relieve the assigning party of any

liability hereunder. This Agreement shall be binding upon the parties hereto and their heirs, successors and permitted assigns.

e. Counterparts. This Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Its: City Manager

Attest:

By: _____
Its: City Clerk

_____

By: _____

Its: _____

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____ in the year 2020, before me, _____, a Notary Public in and for said State, personally appeared Sam Anselm, City Manager of the City of Joplin, Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said City such person duly acknowledged to me that he executed the same for the purposes therein stated and that the execution of the same to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year above written.

_____
Notary Public

My Commission Expires:

_____

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2020, before me, _____ a notary public in and for the County and State aforesaid, appeared _____, a _____ of _____, a _____, who is personally known to me to be the same person who executed the within instrument on behalf of _____, and such person duly acknowledged the execution of the same to be the act and deed of _____.

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

_____
Notary Public

My Commission Expires:

_____