EXHIBIT "A"

COMMUNITY IMPROVEMENT DEVELOPMENT FUNDING AGREEMENT

THIS COMMUNITY IMPROVEMENT DEVELOPMENT FUNDING AGREEMENT ("Agreement") is entered into this _____ day of December, 2016, by EVC-WOODSONIA JOPLIN, LLC, a Missouri limited liability company with an address of _____ (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 the City Hall, 602 South Main Street, Joplin, Missouri 64801.

B. The Company is a Missouri limited liability company engaged in the business of real estate development with offices at _____.

C. The City has been requested by the Company on the preparation of a plan (the "Plan") for the creation of a community improvement district (the "CID") within the City, and to consider the Plan; 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.

D. The City does 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 community improvement plan.

AGREEMENT

1. Services to be performed by the City. The City shall:

a. Prepare or consult with the Company on the preparation of and consider the Plan, give all notices, make all publications and hold hearings as required pursuant to 67.1401-67.1571 R.S.Mo.;

b. Provide necessary staff and legal assistance to prepare and present the required ordinances to the City Council of the City.

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 CID 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 Plan until funds are available from the proceeds of the sales tax to be imposed by the CID.

2. Initial Deposit. The City acknowledges receipt of Five Thousand Dollars ($5,000.00) (the "Deposit") from the Company. The City shall disburse the Deposit as set forth in Section 4 of this Agreement 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 an itemized statement 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. Such statements shall be submitted no more often than monthly. 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 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 thirty (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by the City in connection with the performance of its obligations under this Agreement as payment for such expenses become due. Upon reasonable notice, the 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 and payment of expenses pursuant to Sections 2 and 3 of this Agreement are eligible redevelopment costs under the Act and as such are reimbursable from the proceeds of the sales tax to be imposed by the CID.

5. 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, at their sole discretion upon ten (10) days written notice to the Company. Termination by the City shall also terminate the following, including, but not limited to, the 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 all outstanding expenses incurred by the City pursuant to this Agreement and any monies due and owing to 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 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 City for its outstanding expenses payable hereunder, the Company shall reimburse the City as set forth in Section 3.

6. 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:

Leslie Haase
Finance Director
602 South Main Street
Joplin, Missouri 64801

With a copy to:

Peter Edwards
City Attorney
602 South Main Street
Joplin, Missouri 64801

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

To the Company:

EVC-Woodsonia Joplin, LLC
_____
_____
Attention: _____

With a copy to:

Brett W. Roubal
Baird Lightner Millsap, PC
1901 South Ventura, Building C
Springfield, Missouri 65804

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.

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:
_____
Sam Anselm, City Manager

Attest:

By: _____
Barbara L. Hogelin, City Clerk

Approved as to form:

_____
Peter C. Edwards, City Attorney

EVC-WOODSONIA JOPLIN, LLC

By: _____
Its: _____