
COOPERATIVE AGREEMENT

among the

CITY OF INDEPENDENCE, MISSOURI,

the

MARKETPLACE SHOPPING CENTER COMMUNITY IMPROVEMENT DISTRICT,

and

WNQE INDEPENDENCE VI, L.L.C.

dated as of

_____, **2017**

COOPERATIVE AGREEMENT

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”), entered into as of this ____ day of _____, 2017, by and among the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the “**City**”), the **MARKETPLACE SHOPPING CENTER COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (“**District**” or “**CID**”), and **WNQE INDEPENDENCE VI, L.L.C.**, a Delaware limited liability company (the “**Developer**”) (the City, the District and the Developer being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires).

WITNESSETH:

WHEREAS, the City Council of the City of Independence, Missouri (the “**City Council**”), did on September 6, 2016, pass Ordinance No. 18634, which approved the formation of the District and the Petition to Establish the MarketPlace Shopping Center Community Improvement District (the “**Petition**”); and

WHEREAS, on _____, 2017, the City Council approved Ordinance No. _____, approving this Agreement and authorizing the City to execute and to enter into this Agreement; and

WHEREAS, on _____, 2017, the CID Board of Directors adopted Resolution No. _____ authorizing and directing the District to enter into this Agreement; and

WHEREAS, the District is authorized under the CID Act (defined below), subject to qualified voter approval, to impose a district-wide sales tax and to enter into this Agreement for the administration of the District Revenues; and

WHEREAS, Developer, together with WNQE Independence Outparcel VI, L.L.C., an affiliated entity, is the current owner of the real estate which is located within the District boundaries; 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 District Sales Tax, the use of the District Revenues, and this Agreement.

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. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“**Action**” shall have the meaning set forth in **Section 7.4**.

“**Applicable Laws and Requirements**” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, policy, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any Governmental Authorities.

“**Application for Reimbursement**” means the Application for Reimbursement in substantially similar form to **Exhibit D**, filed with the City by the Developer pursuant to **Section 6.3**.

“**Captured District Revenues**” shall have the meaning set forth in **Section 5.3**.

“**CID Act**” means the Missouri Community Improvement District Act, Sections 67.1401, *et seq.*, RSMo, as amended.

“**CID Board of Directors**” means the governing body of the District.

“**CID Budget**” means the budget for the CID as set forth in **Exhibit C**.

“**CID Petition**” means the petition to establish the District, approved by the City Council on September 6, 2016, by Ordinance No. 18634.

“**CID Services**” means those services described in the CID Petition which may be undertaken by the CID in accordance with the CID Petition and the requirements of this Agreement, not including services related to Operating Costs of the District.

“**City Account**” shall have the meaning set forth in **Section 5.1**.

“**City Council**” means the City Council of the City.

“**City Indemnified Parties**” shall have the meaning set forth in **Section 7.2**.

“**City Manager**” means the City Manager of the City.

“**Costs of Formation**” means those costs and expenses which are eligible to be paid under the CID Act and which are or have been incurred by or at the direction of the City, Developer, and the District and their staff and consultants in the process of preparing for the District, petitioning the City for formation of the District, considering the CID Petition, holding public meetings and hearings and forming the District, negotiating and approving this Agreement, and holding the first meeting of the District, including all activities through the conclusion of the first District meeting.

“**District Account**” shall have the meaning set forth in **Section 5.1**.

“**District Revenues**” means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the District Sales Tax.

“District Sales Tax” means the sales tax levied by the District on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the District boundaries pursuant to the CID Act in the maximum amount of one percent (1.0%), as established by resolution of the District.

“Economic Activity Taxes” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“Event of Default” means any event specified in **Section 8.1** 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 the Parties not caused by the Parties’ 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.

“Funding Agreement” means the Funding Agreement for the Independence Marketplace Redevelopment Project dated on or about May 23, 2016 between the City and Developer, pursuant to which Developer deposited \$15,000 with the City as an initial deposit to pay for the City’s costs incurred in connection with the Developer’s application for the District and the Redevelopment Plan.

“Governmental Authorities” or **“Governmental Authority”** means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence, that have jurisdiction over some or all of the District boundaries and/or Redevelopment Project, including the City.

“Mayor” means the Mayor of the City.

“Non-Captured District Revenues” shall have the meaning set forth in **Section 5.3**.

“Operating Costs” means the actual, reasonable expenses which are necessary for the operation of the District which shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, accounting and financial auditing services performed for the District, insurance, and other consultants or services, and shall also include reasonable attorneys’ fees for the formation of the District.

“Payments in Lieu of Taxes” shall have the meaning assigned to such term in Section 99.805 of the TIF Act.

“Redevelopment Agreement” means the Tax Increment Financing Redevelopment Agreement executed by the City and Developer and dated September 16, 2016, which implements the Redevelopment Plan, as may be amended.

“Redevelopment Area” means the area legally described in **Exhibit A** to the Redevelopment Agreement and designated as the Redevelopment Area by the ordinance approving the Redevelopment Plan.

“Redevelopment Plan” means the “Marketplace Shopping Center Tax Increment Financing Plan”, as approved by the City by Ordinance No. 18621, on August 1, 2016, as may be amended.

“Redevelopment Project” means the work undertaken by or at the direction of Developer or the District to demolish and remove, renovate, reconstruct, or rehabilitate any building or structure within the Redevelopment Area.

“Reimbursable Project Costs” means all actual and reasonable costs and expenses that are incurred by or at the direction of Developer or the District with respect to construction of the improvements labeled “Sitework & Demolition – Project 2” in the CID Budget and the associated soft costs.

“Reimbursement Agreement” means the Developer Reimbursement Agreement dated on or about October 6, 2016 between the District and the Developer, as may be amended.

“RSMo” means the Revised Statutes of Missouri, as amended.

“Special Allocation Fund” means the separate City fund, including the separate segregated accounts into which TIF Revenues (as defined in the Redevelopment Agreement) are from time to time deposited, all in accordance with Redevelopment Plan and the Redevelopment Agreement.

“TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800 *et seq.*, RSMo.

“TIF Revenues” means the Payments in Lieu of Taxes and fifty percent (50%) of Economic Activity Taxes collected by the Marketplace Shopping Center Tax Increment Financing Plan.

“Work” means the line item described as “Sitework & Demolition – Project 2” in the CID Budget and the associated soft costs which are undertaken for the Redevelopment Project.

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 the CID 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 Reimbursable Project Costs are authorized in the CID Petition.

D. 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.

E. The District acknowledges that the construction of the Redevelopment Project is of significant value to the District, the property within the District boundaries and the general public. The District finds and determines that the Redevelopment Project will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID; and (iii) increasing local and state tax revenues. Further, the District finds that the CID and the Redevelopment Project conforms to the purposes of the CID Act.

F. 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.

G.. This Agreement constitutes an agreement with Developer, as required by Section 67.1461.2, RSMo, to undertake the Redevelopment Project on private property within the District owned by Developer or an affiliated entity controlled by Developer and that any such action to be taken is reasonably anticipated to remediate the blighting conditions found to exist within the District and serves a public purpose.

Section 2.2. Representations by the City. The City represents that:

A. The City is duly organized and existing under the 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 is duly authorized to execute and deliver this Agreement.

C. The City acknowledges that the construction of the Redevelopment Project is of significant value to the District, the property within the District boundaries and the general public. The City finds and determines that the Redevelopment Project will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID; and (iii) increasing local and state tax revenues. Further, the City finds that the CID and the Redevelopment Project conforms to the purposes of the CID Act.

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. This Agreement constitutes an agreement between the District and Developer, as required by Section 67.1461.2, RSMo, to undertake the Redevelopment Project on private property within the District owned by Developer or an affiliated entity controlled by Developer and the City Council, by adoption of an ordinance approving this Agreement, has

determined that any such action to be taken is reasonably anticipated to remediate the blighting conditions found to exist within the District and serves a public purpose.

Section 2.3. Representations by the Developer. The 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. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

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, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer, any member of the Developer or the Redevelopment Project which litigation, proceedings or investigations 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. This Agreement constitutes an agreement with the District, as required by Section 67.1461.2, RSMo, to undertake the Redevelopment Project on private property within the District owned by Developer or an affiliated entity controlled by Developer and that any such action to be taken is reasonably anticipated to remediate the blighting conditions found to exist within the District and serves a public purpose.

E. The Developer acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Developer therefore covenants, and will provide an affidavit from any general contractor directly employed by Developer to construct the Redevelopment Project attesting that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement, and that its employees are lawfully eligible to work in the United States.

ARTICLE 3

REDEVELOPMENT PROJECT

Section 3.1. Redevelopment Project. Developer, or its successors and assigns, will undertake the Redevelopment Project in accordance with all Applicable Laws and Requirements. Developer, or its successors and assigns, will fund and undertake the Redevelopment Project in accordance with the scope of Work described in the CID Budget unless an amendment to the scope of such Work is approved by the City Manager, which approval shall not be unreasonably withheld. The City Manager may seek the advice and consent of the City Council when any approval is requested pursuant to this Section. To the extent that there are Developer obligations common to this Agreement

and the Redevelopment Agreement, performance of such obligations by Developer under one agreement shall constitute performance by Developer under the other.

Section 3.2. Removal of Blight. Developer, or its successors and assigns, shall clear blight or rehabilitate to eliminate the physical blight existing in the District boundaries, or make adequate provisions satisfactory to the City for the clearance of such blight. This obligation shall be a covenant running with the land and shall not be affected by any Sale or disposition of the District boundaries. Any purchaser of property in the District boundaries shall acquire title subject to this obligation insofar as it pertains to the land so acquired. The Parties acknowledge that, as of the effective date of this Agreement: (a) the demolition and removal of the building as part of the Redevelopment Project is substantially complete; and (b) the grading and site preparation work as part of the Redevelopment Project is underway.

Section 3.3. Redevelopment Project Maintenance. So long as this Agreement is in effect, Developer, or its successor(s) in interest, as owner or owners of the affected portion(s) of the District, shall maintain or cause to be maintained the buildings and improvements within the District boundaries which it owns in a good state of repair and in conformity with Applicable Laws and Requirements.

Section 3.4. Changes. Developer shall promptly notify the City in writing of any changes in the location of the principal place of business of Developer and of any other material adverse change in fact or circumstance directly affecting the Redevelopment Project.

Section 3.5. Use Limitations. Developer covenants that the uses within the District boundaries shall at all times be in accordance with Applicable Laws and Requirements, including the zoning and subdivision approvals granted by the City, and all conditions thereof.

ARTICLE 4

TRANSFER TO A THIRD PARTY

Section 4.1. Sale to Third Party. If Developer proposes to sell, assign, transfer, convey and/or otherwise dispose of any property within the District boundaries, Developer, in addition to requirements under Section 5.06 of the Redevelopment Agreement, shall insert in any document transferring any interest in real property within the CID, and shall cause any transferee to insert language reasonably similar to the following, and shall have such document signed by the transferee indicating acknowledgment and agreement to the following provision:

Community Improvement District: Grantee acknowledges and consents that the Property is a part of the Marketplace Shopping Center Community Improvement District (“District”) created by ordinance of the City of Independence, Missouri (“City”), and that the District imposes a sales tax on eligible retail sales conducted within the District that will be applied toward the costs of the Redevelopment Project and CID Services that provide a generalized benefit to all property within the District. Grantee shall, or shall cause any applicable tenant of Grantee, to forward to the City copies of its State of Missouri sales tax returns for the Property when and as they are filed with the Missouri Department of Revenue. Grantee hereby acknowledges and agrees that the City and the District are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

Section 4.2. Lease to Third Party. Developer, in addition to requirements under Section 5.05 of the Redevelopment Agreement, shall cause all leases of property in the District entered into after the date of this Agreement to contain a provision that is in substantial compliance with the following:

Community Improvement District: Tenant acknowledges and consents that the Leased Premises are a part of the MarketPlace Shopping Center Community Improvement District (“District”) created by ordinance of the City of Independence, Missouri (“City”), that the District imposes a sales tax on Tenant’s eligible retail sales that will be applied toward the costs of the Redevelopment Project and CID Services that will provide a generalized benefit to all of the property within the District. 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 City and the District are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

Section 4.3. Consent by Developer, Tenants and Transferees.

A. In complying with **Section 4.1** and **Section 4.2** above, the Parties acknowledge and agree that the lease or transfer document may also include an appropriate caveat indicating that language and requirements with respect to the District Sales Tax shall be of no force or effect unless and until the District Sales Tax is actually implemented in accordance with the CID Petition and **Section 5.1**.

B. The Developer shall use good faith efforts cause any documents transferring its interest in property located within the District shall make the obligations set forth in this Section a covenant running with the land that shall be enforceable against any purchaser, lessee or other transferee or possessor as if such purchaser, lessee or possessor were originally a party to and bound by this Agreement, which obligations shall only terminate upon the end of the term of the District.

C. Failure of the Developer to require that such restrictions be placed in any such lease/sales contract or to cause the obligations set forth in this Section be a covenant running with the land shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the District’s and the City’s rights of enforcement and remedies under this Agreement, or otherwise form the basis of a default on the part of the Developer hereunder.

Section 4.4. Pledge of District Revenues and Collateral Assignment of Agreement to Lender. Developer shall have the right to pledge its right to receive any District Revenues under this Agreement to its construction or permanent lender for the Redevelopment Project. Developer shall also have the right to collaterally assign its rights and obligations under the Agreement to such lender.

ARTICLE 5

DISTRICT SALES TAX

Section 5.1. Imposition, Collection and Administration of the District Sales Tax. The CID Board of Directors adopted Resolution 2016-03 dated October 6, 2016, which, subject to qualified voter approval, imposes the District Sales Tax within the District boundaries. As evidenced by the certificate of election results dated January 25, 2017 issued by the Jackson County Board of Election Commissioners, the qualified voters within the District approved the District Sales Tax in a mail-in ballot election conducted pursuant to the CID Act. The District notified the Missouri Department of Revenue of the District Sales Tax, which is scheduled to become effective on July 1, 2017. The District Sales Tax

shall be collected by the Missouri Department of Revenue as provided in the CID Act and the City and the District shall direct the Missouri Department of Revenue to deposit monthly District Revenues in an account managed by the City (“**City Account**”). The City Account shall be used for the collection and disbursement of District Sales Tax revenues only and the City shall not commingle other City funds in the City Account. The District official charged with formulating a budget for the District shall request that the CID Board of Directors appropriate the District Revenues in accordance with the budget, the CID Petition, and this Agreement.

Section 5.2. Costs of Formation and Operating Costs. The City and Developer have incurred Costs of Formation which are reimbursable pursuant to the CID Act and this Agreement. Within thirty (30) days after execution of this Agreement, the City shall submit invoices to Developer for all Costs of Formation that have been incurred by the City, and such invoices will be paid by Developer to the City within thirty (30) days after receipt of such invoices; provided, however, if the City has on hand funds previously paid by Developer to the City under the Funding Agreement, then the Developer shall be responsible for paying only the total amount of the City’s invoices less the amount of available Funding Agreement funds. All payments to the City by Developer for the Costs of Formation incurred by the City, along with Costs of Formation incurred by Developer, may be reimbursed to Developer in the order of priority set forth in **Section 5.3** for reimbursement of the Costs of Formation. The Operating Costs of the District which are advanced by Developer on behalf of the District shall be reimbursed to Developer with District Revenues in the order of priority set forth in **Section 5.3** for payment and reimbursement of Operating Costs.

Section 5.3. Distribution of the District Revenues. Beginning in the first month following the effective date of the District Sales Tax and continuing each month thereafter until the expiration or repeal of the District Sales Tax, the City shall, not later than the fifteenth (15th) day of each month, distribute: (i) to the City those District Revenues consisting of the portion of the District Revenues captured as Economic Activity Taxes (the “**Captured District Revenues**”) for deposit into the Special Allocation Fund to be used in accordance with the CID Petition, the Redevelopment Plan and the Redevelopment Agreement; (ii) to the City a collection and administration fee equal to one and one half percent (1.5%) of District Revenues; and (iii) to the District those District Revenues not considered hereunder as Captured District Revenues (“**Non-Captured District Revenues**”) for deposit in a bank account managed by the District (“**District Account**”). The District shall then distribute District Revenues on deposit in the District Account in the following order of priority:

A. The District shall pay from the Non-Captured District Revenues the Operating Costs of the District and reimburse Developer for funds advanced by Developer under the Reimbursement Agreement and this Agreement for payment of Operating Costs.

B. Developer shall be reimbursed from the Non-Captured District Revenues for payment of the Costs of Formation.

C. The District shall make reimbursement payments to the Developer from the Non-Captured District Revenues for any Reimbursable Project Costs set forth in an approved Application for Reimbursement pursuant to **Section 6.3**, at such time as reimbursement is authorized pursuant to **Section 6.1**.

D. The District shall pay from the Non-Captured District Revenues the CID Services of the District.

Section 5.4. Records of the District and the City. Any District records pertaining to the District Sales Tax or the administration and operation of the District shall be provided to the City upon

written request of the City, as permitted by law. Any City records pertaining to the District Sales Tax or the administration and operation of the District shall be provided to the District upon written request of the District, as permitted by law.

Section 5.5. Abolishment of District. Unless extended by mutual agreement of the Parties and in accordance with the CID Act, the District shall implement the procedures in the CID Act for repeal of the District Sales Tax and abolishment of the District upon the earlier of: (A) the expiration of the District Sales Tax in accordance with the District Sales Tax ballot measure as approved by the qualified electors of the District; or (B) the date that the Developer is reimbursed in full for its eligible Reimbursable Project Costs pursuant to **Article 6** and the CID Board of Directors adopts a resolution stating that all CID Services have been paid for and no further CID Services will be provided. Upon repeal of the District Sales Tax, the District shall:

- A. Pay all outstanding amounts set forth in **Section 5.3**.
- B. Retain any remaining District Revenues until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

Section 5.6. CID Board of Directors and Insurance.

- A. All members of the CID Board of Directors shall meet all qualifications of the CID Act and the Missouri Constitution.
- B. Successor members of the CID Board of Directors shall be appointed by the Mayor with the consent of the City Council as provided in the CID Petition and in compliance with Section 67.1451.5, RSMo. In the event of a vacancy on the CID Board of Directors, interim members will be elected by the remaining existing members of the CID Board of Directors in compliance with Section 67.1451.5, RSMo.
- C. The District will maintain reasonable levels of directors and officers liability insurance throughout its existence.

ARTICLE 6

REIMBURSEMENTS TO DEVELOPER

Section 6.1. Requirements of and Limitations on Reimbursement to Developer.

- A. Developer, or its successors and assigns, will develop and construct the Redevelopment Project in accordance with the CID Petition and the scope of the Work described in the CID Budget unless an amendment to the CID Budget is approved by the City Manager, and said approval shall not be unreasonably withheld but may be subject to City Council review as allowed by **Section 9.7**.
- B. The District shall reimburse the Developer for Reimbursable Project Costs approved by the City pursuant to **Section 6.3**, and subject to the limitations set forth in this Section. Reimbursable Project Costs shall be reimbursed from available District Revenues and from no other source of funds.
- C. In order to receive reimbursements hereunder, the Developer shall design and construct the Redevelopment Project in accordance with the CID Petition, the scope of the Work described in the CID Budget, as may be amended from time as provided herein, this Agreement and Applicable Laws and

Requirements. Neither the District nor the City will have any obligation to design and construct the Redevelopment Project.

D. No CID Services will be funded until Developer has been fully reimbursed for all certified Reimbursable Project Costs.

E. The City shall review and certify Reimbursable Project Costs in accordance with the procedures for review of reimbursement requests as set forth in **Section 6.3**.

F. The maximum amount of District Revenues and TIF Revenues used to reimburse Developer for Reimbursable Project Costs shall be \$4,990,000, excluding any District Revenues used to reimburse Developer for Costs of Formation, Operating Costs, indemnification costs as set forth in **Section 7.2**, and interest as set forth in **Section 6.3(D)** (the “**Maximum Amount**”). It is the intention of this Agreement and the Redevelopment Agreement that the total amount of reimbursement to Developer from District Revenues and TIF Revenues together shall be the Maximum Amount, excluding any District Revenues used to reimburse Developer for Costs of Formation, Operating Costs, indemnification costs as set forth in **Section 7.2**, and interest as set forth in **Section 6.3(D)**.

Section 6.2. District’s Obligation to Reimburse Developer. The Parties agree that reimbursement of Reimbursable Project Costs will occur on a “pay as you go” basis as District Revenues are collected by the District in accordance with this Agreement. The District will only reimburse the Developer for Reimbursable Project Costs which may lawfully be paid or incurred by the District under the CID Act, which become reimbursable under the conditions and restrictions in **Section 6.1**, and which are approved pursuant to **Section 6.3**.

Section 6.3. Reimbursement Application Process.

A. The District appoints the City as its agent to administer the reimbursement application process. All requests for reimbursement of Reimbursable Project Costs shall be made by the Developer to the City in an Application for Reimbursement in substantially the form as **Exhibit D**. Each Application for Reimbursement shall include itemized invoices, receipts or other information, if any, reasonably requested by the City to confirm that each cost identified in the Application for Reimbursement has been incurred and qualifies for reimbursement pursuant to the CID Act and this Agreement.

B. The District will not reimburse the Developer for any cost that is not eligible for reimbursement under the CID Act.

C. The Developer may submit an Application for Reimbursement to the City Manager not more often than once each calendar month. The City shall either accept or reject each Application for Reimbursement within thirty (30) days after the submission thereof and the City’s acceptance of each Application for Reimbursement shall not be unreasonably withheld. If the City determines that any cost identified as a Reimbursable Project Cost is not eligible for reimbursement under the CID Act or this Agreement, the City shall so notify the Developer in writing within said 30-day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other costs for reimbursement with a supplemental application for payment, subject to the limitations of this Agreement. The City may also request such additional information from the Developer as may be required to process the requested reimbursement, and the time limits set forth in this paragraph shall be extended by the duration of time necessary for the Developer to respond to such request by the City. The City’s identification of any ineligible costs shall not delay the

City's approval of the remaining costs on the Application for Reimbursement that the City determines to be eligible.

D. After the City approves an Application for Reimbursement, interest shall accrue at the prime rate as reported by the Wall Street Journal, plus 1% per annum, up to a maximum of 10% adjusted quarterly for all costs approved in an Application for Reimbursement (including, without limitation, Costs of Formation, Operating Costs, and indemnification costs as set forth in **Section 7.2**) from the day that the City approves such application until such costs are actually reimbursed with District Revenues.

ARTICLE 7

RELEASE AND INDEMNIFICATION

Section 7.1. Survival of Termination. The indemnification and covenants contained in this Article shall survive expiration or earlier termination of this Agreement.

Section 7.2. Developer Indemnity.

A. Developer agrees to indemnify and hold the City, its employees, agents, independent contractors and consultants (collectively, the "**City Indemnified Parties**") harmless from and against any and 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:

1. the Developer's actions and undertaking in implementation of the Redevelopment Project and this Agreement;
2. the negligence or willful misconduct of Developer, its employees, agents, independent contractors and consultants in connection with the management, design, development, redevelopment and construction of the Redevelopment Project; or
3. any litigation filed against the Developer by any member of the Developer, or any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor which is not based in whole or in part upon any negligence or willful misconduct of the City or the City's breach of this Agreement.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is initiated or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties shall give prompt notice to the Developer of the occurrence of such event. After receipt of such notice, the Developer may elect to defend, contest or otherwise protect the City Indemnified Parties against any such Action, at the cost and expense of the Developer, utilizing counsel of the Developer's choice. The City Indemnified Parties shall assist, at Developer's sole discretion, in the defense thereof. In the event of such defense against any Action by Developer for the City, Developer shall provide to the City regular periodic reports on the status of such Action. In the event that the Developer shall fail timely to defend, contest or otherwise protect any of the City Indemnified Parties against such Action, the City Indemnified Parties shall have the right to do so, and, if such defense is undertaken by the City Indemnified Parties after notice to the Developer asserting the Developer's failure to timely defend, contest or otherwise protect against such Action, the cost of such defense shall be at the expense of the Developer, including the right to offset against amounts of Reimbursable Project Costs payable to the Developer.

C. Any one of the City Indemnified Parties shall submit to the Developer any settlement proposal that the City Indemnified Parties shall receive which may only be accepted with the approval of the Developer. The Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that and only with respect to any part the Developer expressly assumes in writing as part of such settlement. Neither the Developer nor the City Indemnified Parties will unreasonably withhold its consent to a proposed settlement.

D. Any costs, fees, and expenses paid by Developer under this **Section 7.2** and certified by the City pursuant to this Agreement shall be Reimbursable Project Costs.

Section 7.3. District and City Indemnity. The District hereby agrees, to the extent permitted by law, that it will defend, indemnify and hold harmless the City Indemnified Parties and the Developer, its officers, employees and agents against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including attorneys' fees and court costs) to the extent resulting from, arising out of, or in any way connected with (i) the District's failure to comply with any provision of this Agreement, or (ii) the negligence or intentional misconduct of the District or its officers, employees and agents. The City hereby agrees, to the extent permitted by law, that it will defend, indemnify and hold harmless the District, its officers, directors, employees and agents against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including attorneys' fees and court costs) to the extent resulting from, arising out of, or in any way connected with (i) the City's failure to comply with any provision of this Agreement, or (ii) the negligence or intentional misconduct of the City or its officers, employees and agents.

Section 7.4. Notification.

A. If an Action is threatened, initiated or made as a result of which the District may become obligated to one or more of the Developer or the City Indemnified Parties hereunder, any one of the Developer or the applicable City Indemnified Parties shall give prompt notice to the District of the occurrence of such event. After receipt of such notice, the District at its cost, shall defend, contest and otherwise protect the Developer or the City Indemnified Parties against the Action utilizing counsel of the District's choice. The Developer and the City Indemnified Parties shall cooperate in good faith with the District and its counsel in the defense of an Action. The District shall provide to the Developer and the City regular periodic reports on the status of such Action. If the indemnifying party fails to timely defend, contest or otherwise protect any of the Developer or the City Indemnified Parties against such Action, the Developer or the City Indemnified Parties shall have the right to do so and to hire the counsel of their choice, and, if such defense is undertaken by the Developer or the City Indemnified Parties after notice to the District asserting the failure of the Developer, or the District to timely defend, contest or otherwise protect against such Action, the cost of such defense shall be at the expense of the District.

B. If an Action is threatened, initiated or made as a result of which the City may become obligated to the District, the District shall give prompt notice to the City of the occurrence of such event. After receipt of such notice, the City at its cost, shall defend, contest and otherwise protect the District against the Action utilizing counsel of the City's choice. The District shall cooperate in good faith with the City and its counsel in the defense of an Action. The City shall provide to the District regular periodic reports on the status of such Action. If the indemnifying party fails to timely defend, contest or otherwise protect any of the District against such Action, the District shall have the right to do so and to hire the counsel of its choice, and, if such defense is undertaken by the District after notice to the City asserting the failure of the City to timely defend, contest or otherwise protect against such Action, the cost of such defense shall be at the expense of the City.

Section 7.5. Settlements. All proposed settlements to any Action shall be subject to the mutual approval of the Developer, City Indemnified Parties (as applicable), or the District, as applicable. Neither the Developer nor the District, as applicable, nor the City Indemnified Parties, will unreasonably withhold their consent to a proposed settlement.

Section 7.6. Invalidity of Proceedings. Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer or the District for damages or otherwise if all or any part of the CID Act, the ordinance approving the CID Petition, and/or any other ordinance of the City adopted in connection with this Agreement, the Redevelopment Project, or the CID Petition is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction. If, as a result of a final judgment, the revenue mechanisms and/or the reimbursements to the Developer contemplated by this Agreement cannot be implemented, the City and the District agree, subject to any necessary future legislative approvals by the City Council or CID Board of Directors, as applicable, to make good faith efforts to take all actions necessary to remedy any deficiencies and effectuate the intent of this Agreement.

ARTICLE 8

DEFAULTS AND REMEDIES

Section 8.1. Default and Remedies. 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 thirty (30) days after the other Party has given written notice to such Party specifying such failure.

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 require and compel duties and obligations required by the provisions of this Agreement (except that in no event shall the City compel the Developer to undertake the Redevelopment Project).

Section 8.2. Rights and Remedies Cumulative. The rights and remedies maintained by any Party 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. Any Party 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 any Party hereby waives the right to raise such defense in any proceeding in equity.

Section 8.3. 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 8.4. 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 9

MISCELLANEOUS

Section 9.1. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties (“**Effective Date**”). This Agreement shall remain in effect for as long as the District is legally in existence.

Section 9.2. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the City, the District and the Developer. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 9.3. Jointly Drafted. The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

Section 9.4. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 9.5. 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 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 9.6. 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 9.7. City and District Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Manager or his or her designee without the necessity of any action by the City Council. The City Manager may seek the advice and consent of the City Council before granting any approval. Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the Chairman of the District or his or her designee without the necessity of any action by the CID Board of Directors. The Chairman of the District may seek the advice and consent of the CID Board of Directors before granting any approval.

Section 9.8. Relationship. In the performance of this Agreement, the Developer shall act solely as an independent contractor. Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making the Developer a partner, joint venturer with, or agent of, the City. The City and the Developer agree that neither party will make any contrary assertion, claim or counterclaim in any action, suit, arbitration or other legal proceedings involving the City and the Developer.

Section 9.9. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties with respect to the matters herein and no other agreements or

representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties.

Section 9.10. Reserved.

Section 9.11. Limit on Liability. The Parties agree that:

(a) No official, director, officer, agent, employee, representative, attorney or consultant of the City shall be personally or otherwise in any way liable to the Developer or the District in the event of any default, breach or failure of performance by the City under this Agreement or for any amount which may become due to the Developer or the District or with respect to any agreement, indemnity, or other obligation under this Agreement.

(b) No member or shareholder of the Developer or the District and no director, officer, agent, employee, shareholder, representative or consultant of the Developer or the District shall be personally or otherwise in any way liable to the City or any third-party in the event of any default, breach or failure of performance by the Developer or the District under this Agreement or for any amount which may become due to the City with respect to any agreement, indemnity or other obligation under this Agreement.

Section 9.12. Headings. Headings of articles and sections are inserted only for convenience and are in no way to be construed as a limitation or expansion on the scope of the particular articles, sections or subsections to which they refer. Words in the singular shall include the plural, and vice versa, where appropriate.

Section 9.13. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally or by a reputable overnight delivery service to all parties listed below. Mailed notices shall be deemed effective on the third day after mailing and all other notices shall be effective when delivered.

To the City: City of Independence, Missouri
111 E. Maple Ave.
Independence, Missouri 64050
Attn: City Manager

With a copy to: Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, Missouri 64108
Attn: David W. Bushek, Esq.

To the District: MarketPlace Shopping Center Community
Improvement District
McKeever Enterprises, Inc.
4216 South Hocker, Building # 9
Independence, MO 64055
Attn: Gary McKeever, Chairman

With a copy to: White Goss, a Professional Corporation
4510 Belleview Avenue, Suite 300

Kansas City, Missouri 64111
Attn: William B. Moore

To the Developer:

WNQE Independence VI, L.L.C.
c/o Newquest Properties
8827 W Sam Houston Pkwy N #200
Houston, Texas 77040

With a copy to:

White Goss, a Professional Corporation
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111
Attn: William B. Moore

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

Section 9.14. Waiver. The failure of either Party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

Section 9.15. Tax Implications. The Developer and the District acknowledge and represent that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents have provided to the Developer or the District any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer and the District are relying solely upon their own tax advisors in this regard.

Section 9.16. Exhibits. All exhibits which are attached or referred to in this Agreement are specifically incorporated herein by reference and form an integral part hereof.

Section 9.17. Agreement to Control. In the event of any conflict between the terms of this Agreement and any other agreements between the City and the Developer or the District, the provisions of this Agreement shall control and supersede the conflict.

Section 9.18. Recordation of Memorandum of Agreement. The Parties agree to execute and deliver a Memorandum of this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records. Such Memorandum shall be recorded by the Developer, and proof of recording shall be provided to the City within thirty days of the execution of this Agreement.

Section 9.19. Estoppel. Upon Developer's request, the City shall deliver a written instrument to Developer or any other person, firm or corporation specified by Developer, duly executed and acknowledged, certifying that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modifications; whether or not Developer has observed and performed all of the terms, covenants and conditions on the part of Developer to be observed and performed, and if not, specifying the same; and such other matters as reasonably requested by Developer.

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

CITY OF INDEPENDENCE, MISSOURI

By: _____
Zachary Walker
City Manager

[SEAL]

ATTEST:

Sarah Carnes-Lemp
City Clerk

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this ____ day of _____, 2017, before me appeared Zachary Walker, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its City Council, and said John Pinch acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

[SEAL]

**MARKETPLACE SHOPPING CENTER
COMMUNITY IMPROVEMENT DISTRICT**

By: _____
Gary McKeever, Chairman

ATTEST:

Name: _____
Title: Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2017, before me appeared Gary McKeever, who being by me duly sworn, did say that he is the Chairman of the **MARKETPLACE SHOPPING CENTER COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district organized and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said District by authority of its Board of Directors and said individual acknowledged said instrument to be the free act and deed of said District.

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

Notary Public

[SEAL]

WNQE INDEPENDENCE VI, L.L.C.,
a Delaware limited liability company

By: W-NQ Portfolio Borrower VI, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W-NQ Holdings VI, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton NewQuest Investors VI, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition REOC Master VI, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VI-Q, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VI, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VI, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: _____
Title: _____

[SEAL]

ATTEST:

Name: _____
Title: Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2017, before me appeared a Member of **WNQE INDEPENDENCE VI, L.L.C.**, a limited liability company organized and existing under the laws of the State of Delaware, and that said instrument was signed in behalf of said limited liability company by authority of its members and said individual acknowledged said instrument to be the free act and deed of said limited liability company.

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

Notary Public

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF CID AREA

All that part of Lots 4, 5, 11 and 12 of SOUTH NOLAND HEIGHTS, and that part of Lot 17, HIDDEN CREEK OFFICE PARK 4TH PLAT, both subdivisions of land in Independence, Jackson County, Missouri, being bounded and described as follows: Beginning at the Southeast corner of said Lot 12, said corner also being a point on the North right-of-way line 42nd Street, as now established; thence North $86^{\circ}59'05''$ West, along the South line of said Lots 12, 11 and 5, a distance of 1257.30 feet to a point on the East right-of-way line of S. Noland Road, as now established; thence North $01^{\circ}33'04''$ East, along said East right-of-way line, 219.59 feet to a point on the South right-of-way line of US Interstate Highway 70, as now established; thence North $85^{\circ}12'22''$ East, continuing along said South right-of-way line, 254.45 feet; thence South $86^{\circ}57'36''$ East, continuing along said South right-of-way line, 347.78 feet; thence North $01^{\circ}45'15''$ East, continuing along said South right-of-way line, 49.44 feet; thence North $85^{\circ}17'48''$ East, along said South right-of-way line, 302.87 feet; thence South $87^{\circ}06'31''$ East, continuing along said South right-of-way line, 355.00 feet to a point on the East line of said Lot 12; thence continuing South $87^{\circ}06'31''$ East, along said South right-of-way line, 34.28 feet; thence South $01^{\circ}31'14''$ West parallel with the West line of said Lot 17, a distance of 340.73 feet to a point on the Southerly line of said Lot 17; thence Westerly, along the North right-of-way line of said 42nd Street, on a curve to the right, having an initial tangent bearing of South $80^{\circ}14'30''$ West with a radius of 175.00 feet, a central angle of $11^{\circ}17'32''$ and an arc distance of 34.49 feet to the Point of Beginning. Containing 379,861 square feet, 8.72 acres more or less.

EXHIBIT B

DEPICTION OF CID AREA



EXHIBIT C
CID BUDGET

MARKETPLACE
INDEPENDENCE, MO
BUDGET OF PROJECT COSTS

	Redevelopment Project Costs	Reimbursable Project Costs	
I. Acquisition Cost			
Acquisition - Project 1	\$ 13,500,000		
Acquisition - Project 2	4,250,000	\$ 3,500,000	
SUBTOTAL Land Cost	\$ 17,750,000	\$ 3,500,000	
II. Hard Costs & Site Development			
Façade Renovation & Site Development - Project 1	\$ 2,218,471	\$ 775,000	
Tenant Allowance/Improvements - Project 1	2,990,000		
New Pad Site Construction - Project 2	3,200,000		
Existing Façade and Tenant Improvements - Project 2	563,590		
Furniture, Fixture & Equipment - Project 2	3,000,000		
Sitework & Demolition - Project 2	711,250	\$ 500,000	
Directional Signage	40,000		
Hard Cost Contingency (10%)	1,272,331		
SUBTOTAL Site Development/Infrastructure Costs	\$ 13,995,642	\$ 1,275,000	
III. Soft Costs			
Construction Period Interest	600,000		
Development Fee	150,000		
City Fees, Permits & Excise Tax	265,670		
Architect, Engineering, Legal & Blight Study	480,000	200,000	
TIF Funding Agreement	15,000	15,000	
Insurance	43,138		
Consultants, Marketing and Leasing Commissions	423,646		
Soft Cost Contingency (10%)	197,745		
SUBTOTAL Soft Costs	\$ 2,175,199	\$ 215,000	
TOTAL PROJECT COSTS	\$ 33,920,842	\$ 4,990,000	14.7%
Sources of Funds			
DEVELOPER	\$ 28,930,841		
REVENUES FROM PROPOSED CID (PROJECT 2)	527,318		
TIF REVENUES - PROJECT 1	2,912,535		
TIF REVENUES - PROJECT 2	1,550,147		
TOTAL SOURCES	\$ 33,920,842		

EXHIBIT D

FORM OF APPLICATION FOR REIMBURSEMENT

APPLICATION FOR REIMBURSEMENT

TO: City of Independence, Missouri
Attention: City Manager

Re: MarketPlace Shopping Center Community Improvement District

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Cooperative Agreement dated as of _____, 2017 (the “**Agreement**”) among the City of Independence, Missouri (the “**City**”), the MarketPlace Shopping Center Community Improvement District and WNQE Independence VI, L.L.C. (the “**Developer**”). In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on *Schedule I* hereto is a Reimbursable Project Cost and was incurred in connection with the construction of Redevelopment Project.
2. These Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Agreement.
3. Each item listed on *Schedule I* has not previously been paid or reimbursed from money derived from the District Revenues and no part thereof has been included in any other Application 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.
5. All necessary permits and approvals required for the work for which this application relates have been issued and are in full force and effect.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. If any cost item to be reimbursed under this application is deemed not to constitute a Reimbursable Project Cost within the meaning of the Agreement, the Developer shall have the right to substitute other eligible costs for payment hereunder.
8. 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 an Event of Default under the Agreement.

9. 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_____.

WNQE INDEPENDENCE VI, L.L.C.,
a Delaware limited liability company

By: W-NQ Portfolio Borrower VI, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W-NQ Holdings VI, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton NewQuest Investors VI, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition REOC Master VI, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VI-Q, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VI, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VI, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: _____
Title: _____

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

CITY OF INDEPENDENCE, MISSOURI

By: _____

Name: _____

Title: _____