

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (this “Agreement”) is made and entered into as of [*Date*], 2023, by and among the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the “City”), the **HUB DRIVE COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the “CID”), the **HUB DRIVE TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision of the State of Missouri (the “TDD”), and **T-L HUB LLC**, a Delaware limited liability company (the “Developer” and collectively with the City, the CID and the TDD, the “Parties”).

RECITALS:

A. On June 20, 2023, the City Council adopted Ordinance No. 19450 approving a petition to establish the CID.

B. On [*_____, 2023*], the Circuit Court of Jackson County, Missouri entered a Judgment and Order establishing the TDD.

C. The respective Boards of Directors of the CID and the TDD have passed resolutions authorizing the CID and the TDD to execute this Agreement and the City Council has adopted an ordinance authorizing the City to execute this Agreement.

D. The Developer has authorized its execution of this Agreement by appropriate company action.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Section 1. Definitions. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Redevelopment Agreement dated as of August 8, 2023 by and between the City and the Developer, as may be amended from time to time (the “*Redevelopment Agreement*”).

Section 2. Authority of the City. The City has the full lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

Section 3. Authority of the CID. The CID has the full lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary CID proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the CID, enforceable in accordance with its terms.

Section 4. Authority of the TDD. The TDD has the full lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary TDD

proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the TDD, enforceable in accordance with its terms.

Section 5. Authority of the Developer. The Developer has the full lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the Agreement has been duly and validly authorized and approved by all necessary Developer proceedings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

Section 6. Construction of the District Projects.

(a) The Parties acknowledge that the CID Project and the TDD Project are included in the Redevelopment Project and the Work to be completed in accordance with the terms of the Redevelopment Agreement.

(b) Notwithstanding **Section 6(a)**, above, the Parties acknowledge that the City shall be responsible for completion of the Corridor Improvement Project in accordance with Section 5.5 of the Redevelopment Agreement.

Section 7. Approval, Maintenance and Transfer of the TDD Project.

(a) The City, as the applicable local transportation authority under the TDD Act, hereby approves the TDD Project for purposes of the TDD Act; provided, however, that such approval is not effective as any approval required under the Municipal Code, does not exempt the Developer from any zoning or site plan review process required by the Municipal Code and does not constitute the City's approval of any documents comprising the Approved Site Plans.

(b) The portions of the TDD Project that will become part of the City's transportation network shall be built to the plans and specifications that are approved by the City in accordance with the Municipal Code and the Redevelopment Agreement. All portions of the TDD Project built in City rights-of-way or on City-owned property will be maintained by the City after the provisions of this subsection have been satisfied. Upon completion of all or any portion of the TDD Project that will become part of the City's transportation network, the Developer shall deliver to the City a completion certificate signed by a representative of the engineering firm responsible for the design of the improvements, certifying that the TDD Project, or portion thereof, has been completed in accordance with the final plans and specifications as approved by the City, and a certificate signed by Developer certifying that all sums due to the contractor with respect to the TDD Project, or portion thereof, have been paid. At or after delivery of such certificates, the Developer shall deliver appropriate documentation conveying the applicable portion(s) of the TDD Project to the City.

Section 8. CID Revenues.

(a) The CID has passed resolutions to (1) subject to voter approval, impose the CID Sales Tax and (2) impose the CID Special Assessment.

(b) The CID and the City expect the CID Sales Tax to be collected by the Missouri Department of Revenue. The CID shall cooperate with the Missouri Department of Revenue in all respects and as necessary for the collection by the Missouri Department of Revenue of the CID Sales Tax and direct remittance of the proceeds of the CID Sales Tax to the City. The CID and the City expect the CID Special Assessment to be collected by Jackson County, Missouri. The CID shall cooperate with Jackson County, Missouri in all respects

and as necessary for the collection by Jackson County, Missouri of the CID Special Assessment and direct remittance of the proceeds of the CID Special Assessment to the City.

(c) The CID Revenues (including both the CID Sales Tax and the CID Special Assessment) shall be received by the City and applied, subject to annual appropriation by the CID with respect to CID Sales Tax proceeds, as provided in Section 6.2 of the Redevelopment Agreement. The CID shall direct all CID Revenues received by it to the City for such purpose.

(d) The City shall: (i) maintain the HUB Drive Community Improvement District Sales Tax Trust Fund (the "CID Sales Tax Account") and the HUB Drive Community Improvement District Special Assessment Trust Fund (the "CID Special Assessment Account") for deposit of all proceeds of the CID Sales Tax and the CID Special Assessment, as applicable, received by the City and pay any reasonable bank fees; (ii) maintain the CID's checkbook, write checks, and arrange for check signatures by authorized CID officers for payment of CID-approved expenditures; and (iii) keep accurate records of the CID Revenues collected and distributed in accordance with this Agreement and the Redevelopment Agreement.

(e) As compensation to the City for performing its obligations under **Section 8(d)**, above, the City shall be entitled to the amount of \$5,000 each calendar year, which shall be paid to the City from CID Revenue as CID Annual Operating Costs pursuant to Section 6.2 of the Redevelopment Agreement.

(f) The CID shall prepare or cause to be prepared financial statements, budgets and reports, and file the same, as and when required under the CID Act and Section 105.145, RSMo.

(g) The CID shall and the City may take all actions necessary for enforcement of the CID Sales Tax and the CID Special Assessment, provided that the City shall not be asked to incur any expense unless CID Revenues or Developer funds are made available to the City to cover such expense, which may be paid or reimbursed as set forth in Section 6.2 of the Redevelopment Agreement. The City or the CID may prosecute or defend any action, lawsuit or proceeding or take any other action involving third persons that the CID deems reasonably necessary to secure the payment of the CID Sales Tax and the CID Special Assessment. The Developer covenants to cooperate and take all reasonable actions necessary to assist the City and the CID in the enforcement of the CID Sales Tax and the CID Special Assessment.

(h) The CID hereby consents and agrees that 50% of the revenues generated by the CID Sales Tax shall constitute EATS and, pursuant to Section 99.845 of the TIF Act, be transferred to or at the direction of the City for deposit into the EATS Account of the Special Allocation Fund.

(i) So long as any TIF Obligations or other amounts payable from CID Revenues pursuant to the Redevelopment Agreement are outstanding, the CID Sales Tax and the CID Special Assessment may not be repealed or reduced. Nothing in this Agreement shall require the imposition of the CID Sales Tax or the CID Special Assessment after the expiration of the voted authority for imposition of the same or beyond the authorized term of the CID.

(j) CID Project costs shall be eligible for reimbursement upon acceptance by the CID of a signed certification of such costs in the form set out in Exhibit D to the Redevelopment Agreement. The CID hereby appoints the City as its agent to review and approve each such Certificate of Reimbursable Redevelopment Project Costs in accordance with the terms of Section 4.2 of the Redevelopment Agreement. The City shall provide to the CID and the CID shall keep records of all Certificates of Reimbursable Redevelopment Project Costs approved by the City that include any costs approved as an "Amount Eligible for Payment from CID Revenues," the total amount of costs so approved, and the amounts that, at any time, have been approved but have not yet been reimbursed.

(k) The CID agrees to cause the officer of the CID at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the CID for each fiscal year a request for an appropriation of CID Revenues generated by the CID Sales Tax for application pursuant to the Financing Agreement and the Bond Indenture, if any, and Section 6.2 of the Redevelopment Agreement.

Section 9. TDD Revenues.

(a) The TDD has passed a resolution to, and has received voter approval to, impose the TDD Sales Tax.

(b) The TDD and the City expect the TDD Sales Tax to be collected by the Missouri Department of Revenue. The TDD shall cooperate with the Missouri Department of Revenue in all respects and as necessary for the collection by the Missouri Department of Revenue of the TDD Sales Tax and direct remittance of the proceeds of the TDD Sales Tax to the City.

(c) The TDD Revenues (consisting of the TDD Sales Tax) shall be received by the City and applied, subject to annual appropriation by the TDD, as provided in Section 6.2 of the Redevelopment Agreement. The TDD shall direct all TDD Revenues received by it to the City for such purpose.

(d) The City shall: (i) maintain the HUB Drive Transportation Development District Sales Tax Trust Fund (the "TDD Sales Tax Account") for deposit of all proceeds of the TDD Sales Tax received by the City and pay any reasonable bank fees; (ii) maintain the TDD's checkbook, write checks, and arrange for check signatures by authorized TDD officers for payment of TDD-approved expenditures; and (iii) keep accurate records of the TDD Revenues collected and distributed in accordance with this Agreement and the Redevelopment Agreement.

(e) As compensation to the City for performing its obligations under **Section 9(d)**, above, the City shall be entitled to the amount of \$5,000 each calendar year, which shall be paid to the City from TDD Revenue as TDD Annual Operating Costs pursuant to Section 6.2 of the Redevelopment Agreement.

(f) The TDD shall prepare or cause to be prepared financial statements, budgets and reports, and file the same, as and when required under the TDD Act and Section 105.145, RSMo.

(g) The TDD shall and the City may take all actions necessary for enforcement of the TDD Sales Tax, provided that the City shall not be asked to incur any expense unless TDD Revenues or Developer funds are made available to the City to cover such expense, which may be paid or reimbursed as set forth in Section 6.2 of the Redevelopment Agreement. The City or the TDD may prosecute or defend any action, lawsuit or proceeding or take any other action involving third persons that the TDD deems reasonably necessary to secure the payment of the TDD Sales Tax. The Developer covenants to cooperate and take all reasonable actions necessary to assist the City and the TDD in the enforcement of the TDD Sales Tax.

(h) The TDD hereby consents and agrees that 50% of the revenues generated by the TDD Sales Tax shall constitute EATS and, pursuant to Section 99.845 of the TIF Act, be transferred to or at the direction of the City for deposit into the EATS Account of the Special Allocation Fund.

(i) So long as any TIF Obligations or other amounts payable from TDD Revenues pursuant to the Redevelopment Agreement are outstanding, the TDD Sales Tax may not be repealed or reduced. Nothing in this Agreement shall require the imposition of the TDD Sales Tax after the expiration of the voted authority for imposition of the same or beyond the authorized term of the TDD.

(j) TDD Project costs shall be eligible for reimbursement upon acceptance by the TDD of a signed certification of such costs in the form set out in Exhibit D to the Redevelopment Agreement. The TDD hereby appoints the City as its agent to review and approve each such Certificate of Reimbursable Redevelopment Project Costs in accordance with the terms of Section 4.2 of the Redevelopment Agreement. The City shall provide to the TDD and the TDD shall keep records of all Certificates of Reimbursable Redevelopment Project Costs approved by the City that include any costs approved as an “Amount Eligible for Payment from TDD Revenues,” the total amount of costs so approved, and the amounts that, at any time, have been approved but have not yet been reimbursed.

(k) The TDD agrees to cause the officer of the TDD at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the TDD for each fiscal year a request for an appropriation of TDD Revenues for application pursuant to the Financing Agreement and the Bond Indenture, if any, and Section 6.2 of the Redevelopment Agreement.

Section 10. Financing of the District Projects.

(a) The CID Project and the TDD Project are expected to be financed through the issuance of the TIF Obligations, as contemplated by the Redevelopment Agreement. The CID and the TDD shall enter into the Financing Agreement, and, subject to annual appropriation with respect to sales tax revenues, shall transfer and apply the CID Revenues and the TDD Revenues, respectively, in the manner required by the Financing Agreement and the Indenture, as the means of paying the applicable portions of debt service on the TIF Obligations. The Parties agree that the Indenture will include a mechanism to ensure that CID Revenues and TDD Revenues are allocated to the payment of the portion of the TIF Obligations that are eligible under the CID Act and the TDD Act, respectively, to be paid from CID Revenues and TDD Revenues.

(b) While any TIF Obligations are outstanding, the CID and the TDD shall not separately issue any bonds, notes or other obligations and shall not pledge any CID Revenues or TDD Revenues that have been pledged to TIF Obligations to the repayment of any obligation senior to or on parity with the TIF Obligations (provided that a subordinate pledge may be made while the TIF Obligations are outstanding only if allowed under the Financing Agreement and consented to by the Developer).

(c) If TIF Obligations are not outstanding the CID Revenues and TDD Revenues will be made available to finance the CID Project and TDD Project pursuant to Section 6.2 of the Redevelopment Agreement.

(d) If TIF Obligations are outstanding but a portion of the CID Revenues or TDD Revenues are not pledged to the TIF Obligations, the remaining CID Revenues and TDD Revenues will be made available to finance the CID Project and TDD Project pursuant to Section 6.2 of the Redevelopment Agreement.

Section 11. Continuing Existence of the CID. The CID will not take any action to dissolve the CID until all TIF Obligations and other amounts payable from CID Revenues are satisfied, unless otherwise consented to by the Developer and the City (unless the term of the CID expires during such time, in which case the CID may take appropriate action to wind up its affairs).

Section 12. Continuing Existence of the TDD. The TDD will not take any action to dissolve the TDD until all TIF Obligations and other amounts payable from TDD Revenues are satisfied, unless otherwise consented to by the Developer and the City (unless the term of the TDD expires during such time, in which case the TDD may take appropriate action to wind up its affairs).

Section 13. District Administration. To ensure proper administration of the CID and the TDD, the CID and the TDD shall engage a law firm or another entity experienced in the administration of special taxing districts and reasonably acceptable to and selected and approved by the Boards of Directors of the CID and the TDD, respectively, and reasonably acceptable to the City Manager, to assist in the administration of the affairs of the CID and of the TDD.

Section 14. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 15. Waiver. Any Party's failure at any time hereafter to require strict performance by any other Party, as applicable, of any provision of this Agreement shall not waive, affect or diminish any right of a Party thereafter to demand strict compliance and performance therewith.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Section 17. Anti-Israel Discrimination. Pursuant to Section 34.600, RSMo., the Developer certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Section 18. No Partnership. It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

Section 19. Further Acts. The Parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement, subject to any necessary legislative approvals, and provided that this shall not obligate the City to make any particular legislative or administrative approval.

Section 20. Modification. This Agreement shall not be amended, modified or canceled without the written consent of all parties to this Agreement.

Section 21. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City, the CID, the TDD and the Developer have caused this Agreement to be executed in their respective names and the City, the CID and the TDD have caused their respective seals to be affixed thereto, and attested as to the date first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Zachary Walker, City Manager

(SEAL)

ATTEST:

_____, City Clerk

**HUB DRIVE COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
_____, Executive Director

Attest:

_____, Secretary

**HUB DRIVE TRANSPORTATION
DEVELOPMENT DISTRICT**

By: _____
_____, Executive Director

(SEAL)

Attest:

_____, Secretary

T-L HUB LLC,
a Delaware limited liability company

By: _____
Name: Richard F. Dube
Its: President

Cooperative Agreement
HUB Drive Redevelopment Area

EXHIBIT A

DESCRIPTION OF CID PROJECT

The CID Project includes the “Eligible Improvements” described in the petition for formation of the CID.

DESCRIPTION OF TDD PROJECT

The TDD Project includes the “Project” described in the petition for formation of the TDD.