

**TAX INCREMENT FINANCING
REDEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF HARRISONVILLE, MISSOURI
AND
SIMMONS INVESTMENTS, INC.
FOR THE
HARRISONVILLE MARKET PLACE
TAX INCREMENT FINANCING PLAN**

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REDEVELOPMENT AGREEMENT

THIS AGREEMENT, is hereby entered into this 16 day of April, 2007, by and between THE CITY OF HARRISONVILLE, MISSOURI (the "City") and Simmons Investments, Inc., the developer selected by the City (the "Developer") to implement its Plan of redevelopment more fully described herein.

Recitals

A. The Tax Increment Financing Commission of Harrisonville, Missouri (the "Commission") on December 18, 2006, recommended that the City approve the Harrisonville Market Place Tax Increment Financing Plan (the "Redevelopment Plan") in an area described in the Redevelopment Plan and determined to be a Blighted Area and as set forth in Exhibit A, attached hereto and incorporated herein by reference (the "Redevelopment Area"). The Redevelopment Plan provides for the construction of one (1) redevelopment project in Harrisonville, Missouri (the "Redevelopment Project"), which anticipates the construction of approximately 243,895 gross square feet of improvements, the majority of which, to be used for the operation of businesses conducting retail sales, in the portion of the Redevelopment Area (the "Redevelopment Project Area") designated on Exhibit B as "Redevelopment Project Area", together with the installation, repair, construction, reconstruction and relocation of certain streets and utilities; and

B. The Commission further recommended that the City select Simmons Investments, Inc. as the Developer to implement the Redevelopment Project of the Redevelopment Plan.

C. By Ordinance No. 2982, adopted by the Board of Aldermen of the City of Harrisonville (the "Board of Aldermen") on March 19, 2007, the City approved the Redevelopment Plan, declared the Redevelopment Area as a Blighted Area, selected the Developer to implement the Redevelopment Project of the Redevelopment Plan, and authorized the City to enter into an Agreement with the Developer for the implementation of the Redevelopment Project described in the Redevelopment Plan.

D. The Redevelopment Plan contemplates that the Redevelopment Project will be designated by Ordinance as a redevelopment project in conformance with Missouri's Real Property Tax Increment Allocation Redevelopment Act Sections 99.800 to 99.865 RSMo 2000, as amended (the "Act").

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

1. Rules of Interpretation.

a. All capitalized words or terms used in this Agreement and defined in the Redevelopment Plan shall have the meaning ascribed to them in the Redevelopment Plan. In addition thereto, and in addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this section unless the context in which such words and terms are used clearly requires otherwise.

b. Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Agreement:

(1) The terms defined in this Agreement which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided however, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with Section 36 of this Agreement.

(2) The words "hereof", "herein", and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, and exhibit references are to this Agreement unless otherwise specified. Whenever an item, or items, are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.

(3) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

(4) The table of contents, captions, and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

2. Definitions.

(a) "Blighted Area," an area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete plating, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use;

(b) "City," the City of Harrisonville, Missouri;

(c) "City Code," the Code of Ordinances of the City of Harrisonville, Missouri;

(d) "Board of Aldermen," the governing body of Harrisonville, Missouri;

(e) "City Treasurer," the Financial Services Director of the City of Harrisonville, Missouri, or his or her designee;

(f) "Commission," the Tax Increment Financing Commission of Harrisonville, Missouri;

(g) "County Assessor," the assessor of Cass County, Missouri;

(h) "County Collector," the collector of Cass County, Missouri;

(i) "Debt Service," the amount required for the payment of interest and principal on TIF Obligations as they come due, for the payment of mandatory or optional redemption payments and for payments to reserve funds required by the terms of the TIF Obligations to retire or secure the TIF Obligations;

(j) "Developer," Simmons Investments, Inc., its successors and assigns;

(k) "Economic Activity Account," the separate segregated account within the Special Allocation Fund into which Economic Activity Taxes are to be deposited;

(l) "Economic Activity Taxes," fifty percent (50%) of the total additional revenue from taxes that are imposed by the City or other Taxing Districts, which are generated by economic activities within the Redevelopment Project Area, while tax increment financing remains in effect, excluding licenses, fees or special assessments, other than payments in lieu of taxes, until the designation is terminated pursuant to subsection 2 of Section 99.850 of the Act;

(m) "Ordinance," an ordinance enacted by the Board of Aldermen;

(n) "Payment in Lieu of Taxes," those estimated revenues from real property in the Redevelopment Area, which revenues are to be used to retire TIF Obligations and pay other Reimbursable Project Costs, which Taxing Districts would have received had the City not adopted tax increment allocation financing, and which would result from levies made after the time of the adoption of tax increment allocation financing during the time the current equalized value of real property in the Redevelopment Area exceeds the Total Initial Equalized Value of real property in such area until the designation is terminated pursuant to subsection 2 of Section 99.850 of the Act, which shall not be later than 23 years after the Redevelopment Project to be developed in the Redevelopment Area is approved by an Ordinance of the Board of Aldermen. Payments in lieu of taxes that are due and owing shall constitute a lien against the real estate in the Redevelopment Area from which they are derived, the lien of which may be foreclosed in the same manner as a special assessment lien as provided in Section 88.861 RSMo;

(o) "Payment in Lieu of Taxes Account," the separate segregated account within the Special Allocation Fund into which payments in lieu of taxes are to be deposited;

(p) "Redevelopment Plan," the Harrisonville Market Place Tax Increment Financing Plan;

(q) "Redevelopment Project Costs," include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, any such costs incidental to the

Redevelopment Plan and the Redevelopment Project as shown on Exhibit C attached hereto. Such costs include, but are not limited to, the following:

(1) Costs of studies, surveys, plans and specifications; professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services, and including the reasonable costs incurred by the City or the Commission established in the Act for the administration of the Redevelopment Plan, such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Redevelopment Plan and the Redevelopment Project;

(2) Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

(3) Costs of rehabilitation, reconstruction, repair or remodeling of existing buildings and fixtures;

(4) Financing costs, including, but not limited to, (i) all necessary and incidental expenses related to any interim loans obtained by the Developer for the purpose of funding the Reimbursable Project Costs and (ii) all necessary and incidental expenses related to the issuance of TIF Obligations, and which may include payment of interest on any TIF Obligations issued hereunder accruing during the estimated period of construction of the Redevelopment Projects for which such TIF Obligations are issued and including reasonable reserves related thereto;

(5) Costs of construction of public works or improvements;

(6) Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law; and

(7) Payments in lieu of taxes.

(r) "Reimbursable Project Costs," the portion of Redevelopment Project Costs that, pursuant to the Redevelopment Plan and this Agreement, are to be funded or reimbursed with Payments in Lieu of Taxes, Economic Activity Taxes or the proceeds of TIF Obligations and Special District Revenues, and which costs include those as are set forth in Exhibit C attached hereto plus all actual Financing Costs and Reimbursable Project Costs to include those costs incurred by the City or the Developer as a result of preparing, reviewing and adopting the Redevelopment Plan and the Redevelopment Project; designation of the Redevelopment Area and the Redevelopment Project Area; planning, financing, acquiring and constructing the Redevelopment Project and any other work authorized by the Redevelopment Plan; the oversight of the construction of the Redevelopment Project; the implementation of the Redevelopment Plan; and the management of the Special Allocation Fund as well as any and all costs associated with formation of the Special District;

(s) "Special Allocation Fund," the fund established by the City into which, as required by the Act, all Payments in Lieu of Taxes and Economic Activity Taxes are deposited for the purpose of paying Redevelopment Project Costs and TIF Obligations incurred in the payment thereof;

(t) "Special District Obligations," bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by one or both of the Special Districts;

(u) "Special Districts," two Transportation Development Districts, one over the proposed grocery store user and one over the remaining Redevelopment Project Area established by the Developer pursuant to Sections 238.200 to 238.275 RSMo 2000, as amended and as detailed in the formation petitions attached as Exhibit E-1 and Exhibit E-2;

(v) "Taxing Districts," any political subdivision of this state having the power to levy taxes;

(w) "TIF Obligations," bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the City pursuant to the Act to carry out the Redevelopment Project and related improvements or to fund outstanding obligations;

(x) "Total Initial Equalized Assessed Value," that amount certified by the County Assessor which equals the most recently ascertained equalized land assessed value of each taxable lot, block, tract or parcel of real property within the Redevelopment Project Area immediately after tax increment financing for such area has been approved by the Board of Aldermen by an Ordinance.

3. Redevelopment Area. The Redevelopment Area consists of the area described in the Redevelopment Plan determined to be a Blighted Area and set forth in Exhibit A, attached hereto.

4. Redevelopment Project Area. The Redevelopment Area will be developed within the area more specifically identified in Exhibit B as the Redevelopment Project Area, all in accordance with the provisions of the Redevelopment Plan. Tax increment financing for the Redevelopment Project Area shall become effective only upon the approval thereof by an Ordinance of the Board of Aldermen; provided, however, that any such Ordinance may be changed, modified and/or amended only in accordance with the Act by appropriate Ordinance passed by the Board of Aldermen, upon the recommendation of the Commission. The Developer has been designated by the City as Developer for the Redevelopment Project Area.

5. Redevelopment Project and Project Improvements. In accordance with the Act and the terms and conditions of the Redevelopment Plan and this Agreement, to ameliorate or satisfy those conditions that are the basis for eligibility and designation of the Redevelopment Area as a Blighted Area, the Developer shall cause the Redevelopment Project Area to be developed as the Redevelopment Project. In conjunction with the Redevelopment Project, the Developer shall fund and/or construct or cause to be constructed those improvements as set forth in the Redevelopment Plan (the "Project Improvements"). The Project Improvements include

those improvements associated with the construction of a retail center of approximately 243,895 gross square feet and related public infrastructure improvements in accordance with the Redevelopment Plan, this Agreement, a plan document as required for the applicable zoning district for each parcel, and all other applicable laws and regulations.

6. Funding Sources and Uses of Funds.

a. Private Funds. Private funds (the "Private Funds") will be the total of the Developer's equity, equity investment provided by third parties, and debt incurred by the Developer. Private Funds shall be used for funding of the Project Improvements. As provided in this Agreement and pursuant to Exhibit C, the Developer shall be reimbursed for that portion of the Project Improvement costs that are described as Reimbursable Project Costs from the proceeds of TIF Obligations or, in the event TIF Obligations are not issued, from Economic Activity Taxes and Payments in Lieu of Taxes generated by the Redevelopment Project and deposited in the Special Allocation Fund.

b. TIF Obligations. The proceeds from TIF Obligations may be used to fund actual Reimbursable Project Costs in accordance with Exhibit C, along with underwriting fees, original issue discounts, legal fees, and other costs of issuance associated with the TIF Obligations.

7. Reimbursable Cost Categories. The Developer shall have the right and ability to adjust Developer Reimbursable Project Costs (as defined in the Redevelopment Plan) within, and among, reimbursable expense categories as shown on Exhibit C, so long as the total amount of Developer Reimbursable Project Costs does not exceed the total principal aggregate amounts shown on Exhibit C plus any actual Financing Costs, any actual costs associated with the formation of the Special District or any actual costs attributable to City's administrative costs as contemplated by Section 41 of this Agreement.

8. Project Budget.

a. The Project Improvements shall be constructed substantially in accordance with the Project Budget attached hereto as Exhibit C.

b. The Developer shall promptly notify the City of any material changes in Exhibit C that occur after the City's approval of the Redevelopment Plan.

9. Development Schedule.

a. It is the intention of the parties that development activities for the Redevelopment Project Area be substantially commenced and completed on or before the dates set forth in Exhibit D, attached hereto and incorporated herein by reference (the "Development Schedule"). The parties hereto recognize and agree that market conditions, timely approval, funding and completion of Project Improvements and other conditions may affect the Development Schedule for the Project Improvements. Therefore, the Development Schedule for the Project Improvements is subject to change and/or modification, with the written approval of the City, which shall not be unreasonably withheld. In order to implement the Development Schedule, the City will endeavor to facilitate the timely passage of the Ordinance approving the Redevelopment Project referred to in Section 4. The Developer shall render such reasonable aid

and assistance as requested by the City to insure favorable consideration of such Ordinances referred to in Section 4 by the Board of Aldermen. If the Developer does not comply with the Development Schedule as set forth above for reasons other than a City failure to complete its obligations under this Agreement, then, unless the Developer requests an amendment of such Development Schedule prior to such failure and as a result of such request for an amendment of the Development Schedule, the amendment is so approved by the City, the City may require the Developer to appear before the Board of Aldermen to show cause why this Agreement shall not be terminated in accordance with Section 33 hereof.

10. Developer's Duties. Subject to the City's full compliance with all of its respective covenants and agreements and the satisfaction of the conditions precedent in Section 12 herein, the Developer's duties are as follows:

a. The Developer shall comply with all applicable laws, ordinances, rules and regulations, and the provisions of this Agreement. The Developer shall also comply with the provisions of the Redevelopment Plan to the extent said documents are not inconsistent with this Agreement.

b. Subject to the provisions of Section 8, the Developer shall construct all Project Improvements and shall complete all other development-related activities including, but not necessarily limited to: design, land preparation, environmental evaluation and remediation, construction, management, maintenance and procurement of private financing in sufficient time to comply with the Development Schedule (Exhibit D). Changes in the redevelopment program contemplated by the Redevelopment Plan that do not require a statutorily mandated Redevelopment Plan amendment may be made only by agreement of the parties hereto.

c. Subject to the provisions of Section 8 and Section 9, the Developer shall complete all redevelopment activities on or before the dates set forth in the Development Schedule, Exhibit D attached hereto, for such activities.

d. Subject to the provisions of Section 8, the Developer shall construct or cause the construction of the public infrastructure portions of the Project Improvements in accordance with the provisions of the City Code applicable requirements and of any other governmental authority having jurisdiction over the improvement.

e. The Developer shall take all necessary actions that are within the reasonable control of the Developer to establish two (2) Transportation Development Districts (one (1) over the proposed grocery store user and one (1) over the remaining Redevelopment Project Area) pursuant to Chapter 238 RSMo 2000, as amended (the "Special Districts") promptly after execution of this Agreement said Special Districts, taken together, to include the real property owned by the Developer in the Redevelopment Project Area. The City hereby consents to such Special Districts formation so long as the petitions of formation are in a form attached as Exhibit E-1 (for the district including the grocery store user) & Exhibit E-2 (for the remaining Redevelopment Project Area) (the "Special District Petitions") and the Special Districts project to be funded by the Special Districts includes the street improvements described therein. After the Special Districts have been formed, the Special Districts shall enter into a cooperative contract with the City in a form attached hereto as Exhibit F (the "Special District Contract"). Neither the Developer nor its successors in the ownership of any parcel in the Redevelopment

Area shall contest the imposition of a sales tax within the boundaries of the Special Districts at the minimum rate of one-half of one percent (1/2%) for the district described in Exhibit E-1 and one percent (1%) for the district described in Exhibit E-2. Notwithstanding the foregoing, in the event that during the term of the Redevelopment Plan, a Transportation Development District is established in the City in the area of the U.S. Highway 71 and Missouri Highway 291 interchange (the "71/291 TDD") that includes the major retailers selling groceries along the Highway 291 corridor in the area and that imposes a one percent (1%) sales tax within the District, then the Developer agrees that the Transportation Development District established pursuant to this Section 10.e. over the proposed grocery store user shall also impose a one percent (1%) sales tax rather than a one-half of one-percent (1/2%) sales tax; provided that this obligation to impose a one percent (1%) sales tax shall terminate upon the earlier of (i) the expiration of the term of the Transportation Development District required to be established pursuant to this Section 10.e. over the proposed grocery store user or (ii) the expiration or earlier termination of the term of the 71/291 TDD.

11. City's Duties. Subject to the Developer's full compliance with all of its respective covenants and agreements and the satisfaction of the conditions precedent in Section 12 herein, the City hereby agrees as follows:

a. The City, as to such funds as are received by the City, shall, upon receipt of appropriate documentation and information, direct all Payments in Lieu of Taxes and Economic Activity Taxes as set forth in the Act generated from the Redevelopment Area to the Special Allocation Fund, and upon receipt of such funds collected by other Taxing Jurisdictions from such Taxing Jurisdictions, the City shall deposit such funds in the Special Allocation Fund.

b. The City shall take all necessary action to issue TIF Obligations as soon as practical after the date of this Agreement, in such amount as is necessary to produce net project funds, when combined with the Special District Obligations, in an amount that is mutually acceptable to the Developer, the City and the City's Underwriter.

c. The City shall use revenues deposited in the Special Allocation Fund to pay Reimbursable Project Costs as specified in Section 24 and Section 25, as appropriate, herein; subject, however, to the provisions of Section 12 hereof.

d. Tax Increment Financing for the Redevelopment Project Area shall become effective upon the approval thereof by a separate Ordinance of the Board of Aldermen. The City shall take all such actions as are necessary to ensure the timely consideration by the Board of Aldermen of such Ordinance.

e. The City shall take all reasonable actions to cooperate with the Developer in the Developer's duty to establish the Special Districts as specified in Section 10.f. herein, including entering into the Special District Contract.

12. Conditions Precedent.

a. To City's Duties. The City's obligations to issue TIF Obligations as described in Section 11.b. of this Agreement shall be subject to the occurrence of the following events.

(1) The Special Districts as defined herein, have been established, Special District sales taxes at rates as defined herein have been imposed on all properties within the boundaries of the Special Districts, and the Special District Contract has been executed as specified in Section 10.f. herein.

(2) Developer has reasonably satisfied all of the underwriting requirements within the control of the Developer that are imposed by the City's Underwriter of such TIF Obligations.

b. To Developer's Duties. The Developer's obligations hereunder are expressly conditioned upon the occurrence of each of the following events on or before the dates set forth in the Development Schedule, Exhibit D hereto:

(1) The City's approval of the Developer's financing plan.

(2) The City's timely approval of all required zoning, subdivision and permit applications.

(3) The successful establishment of the Special Districts as provided in Section 10.f. herein and issuance of TIF Obligations in amounts sufficient to produce net project funds, when combined with the Special District Obligations, in an amount reasonably satisfactory to the Developer.

13. Tenant Approvals. The Developer shall have complete and exclusive control over the leasing or sales of property that it owns within the Redevelopment Project Area including, without limitation, the fixing of rentals and the selection or rejection of users; provided, however, that the City shall have the reasonable right to review and approve the following users within the Redevelopment Area:

a. Existing Users in the City. Without City approval, which approval shall not be unreasonably withheld, the Developer shall not cause the relocation of a tenant into the Redevelopment Project Area for a period ending twenty-four (24) calendar months from the date of this Agreement (the "Relocation Period"), which has the following characteristics: (i) directly causes a reduction in the tax revenues generated for the affected taxing jurisdictions by the existing business at its current location and/or (ii) reduces the revenues that would otherwise be generated within the Redevelopment Area and deposited into the Special Allocation Fund for purposes of assisting in funding the Redevelopment Project Costs and (iii) is then open and operating in the City. After the Relocation Period has lapsed, this subsection 13.a., shall have no further force and effect.

For the purpose of this section and notwithstanding the foregoing, the following relocated tenants are hereby approved by the City without further action of the Developer, to be relocated into the Redevelopment Area from and after the date this Agreement: Balls Price Chopper, CVS Pharmacy, and any other user currently located in the City that seeks to expand its current operation by adding no less than twenty-five percent (25%) finished floor space to the planned location within the Redevelopment Area as compared to its prior location in the City it seeks to vacate; provided that with regard to said other users (other than Price Chopper and CVS), the Developer demonstrates to the City that it has made reasonable efforts to first attract retail

businesses not currently located within the City before considering relocation of said existing businesses that seek to expand their finished floor space as provided herein.

b. Restaurants. For a period ending twenty-four (24) calendar months from the date of the this Agreement, the Developer shall not lease or sell more than two (2) of the outparcel lots in the Redevelopment Project Area for use as a Fast Food Restaurant as hereinafter defined without City approval, which approval shall not be unreasonably withheld. After the lapse of the twenty-four (24) month period described in the immediately proceeding sentence, Developer may lease or sell up to two (2) more outparcel lots for use as a Fast Food Restaurant for a total of four (4) without any further approval from the City as required by this subsection 13.b. provided that the Developer demonstrates to the City that it has made reasonable efforts to first attract retail businesses or restaurants other than Fast Food Restaurants as hereinafter defined. For the purpose of this section, a Fast Food Restaurant shall be defined as a restaurant that typically has two or more of the following characteristics:

- (1) A "drive through" window;
- (2) Less than 15 tables for the service of customers;
- (3) No menu items in excess of \$6.00;
- (4) No waiter or waitress service; and
- (5) No Liquor, wine or beer sales.

For the purpose of this section and notwithstanding the foregoing, (i) the following restaurants or reasonably similar restaurants shall be considered to be Fast Food Restaurants: McDonalds, Wendy's, Burger King, White Castle, Hardees, Jack in the Box, and Carl's Jr. and (ii) the following restaurants or reasonably similar restaurants shall not be considered to be fast food restaurants: Panera Bread, Chipotle, Red Robin, Steak 'n Shake, Fazoli's, Culver's and Starbucks.

c. Used or Second Hand Merchandise Stores. Without City approval, the Developer shall not lease or sell space in the Redevelopment Project Area to a store whose primary business is the sale of used or second hand merchandise, a thrift shop or a flea market.

d. Gasoline Station/Convenience Stores. Without City approval, the Developer shall not by sale or lease locate more than one (1) gasoline station/convenience store on an outparcel lot in the Redevelopment Project Area. For the purpose of this section a gasoline station/convenience store shall be defined as a facility where as the primary business gasoline, diesel fuel and oil is be dispensed at retail with no automobile repair facilities. Uses may also include the sale of cold drinks, packaged foods, prepared foods that would otherwise constitute fast foods, tobacco and similar household convenience goods for station customers. As used herein, a gasoline station/convenience store shall not include a gasoline sales facility constructed and operated by a retail store whose primary business is not gasoline sales.

e. Auto Repair Businesses or Lube Shops. The Developer shall not, without City approval, sell or lease any of the Redevelopment Project Area to a store whose primary business

is as an automobile repair or similar business that includes garage doors as a primary feature of its facility; provided that an auto repair business or similar business as described herein shall not include a retail business whose primary business is the sale of and installation of tires for motor vehicles. For the purpose of this section and notwithstanding the foregoing, the following shall not be considered to be automobile repair businesses: NTB, Jiffy Lube, and Quaker State Lube, but in no event may any business have garage doors directly facing any public street.

f. Non-Sales Tax Generating Businesses. The Developer shall not, without City approval, sell or lease any portion of the Redevelopment Project Area to non-sales tax generating businesses such as office uses, banks, or fitness centers; provided however, that the Developer is hereby authorized without further approval or consent from the City pursuant to this subsection 13.f., to locate a bank use of no more than 10,000 square feet of finished floor area on the ground floor level, plus such other non-sales tax generating businesses as may occupy no more than 20% of the small shop space as referenced in Exhibit 4 of the Redevelopment Plan as Shops A, Shops B and Shops C.

14. Intentionally Left Blank

15. Design Criteria and Review Procedures.

a. The Developer shall comply with and/or follow controls and design criteria relating to exterior improvements as a part of all zoning (including preliminary and final site development plans) and subdivision approvals (hereinafter collectively referred to as "Land Use Approvals") in order to create an integrated, unified design.

b. Construction plans for the Project Improvements shall conform to the Redevelopment Plan, Land Use Approvals, Commercial Design Guidelines attached hereto as Exhibit G and this Agreement. In order to insure that the Project Improvements and their construction will be in accordance with the provisions of this Agreement, and in substantial agreement with proposals made by the Developer to the City, the parties agree as follows:

(1) No Project Improvements shall be commenced or made unless and until all the construction plans therefore, in the detail herein required, or any changes thereto, shall have been submitted to and approved in writing by the City or the City staff all in accordance with the Redevelopment Plan and Land Use Approvals.

(2) The City shall have the absolute right in its judgment and discretion at any time to approve a variance from conformance to, or a waiver of compliance with, the approved controls and design criteria relating to exterior improvements, or to eliminate any one or more of such requirements in connection with the approval or disapproval of the above construction plans or changes thereto, subject to all applicable City ordinance provisions.

(3) Subsequent to commencement of Project Improvements and until said Project Improvements have been completed, the Developer shall, as part of the report required by Section 16, describe in such detail as may reasonably be required by the City, the progress of the Developer in construction. During such period the work of the

Developer shall be subject to inspection by representatives of the City as described in Section 17.

(4) Neither the City, nor any officer, director, commissioner, member, employee or agent of the same, shall be liable to the Developer with respect to construction plans or modifications submitted for approval, or for any other action in connection with its or their duties hereunder. The Developer agrees that it will not bring any action or suit to recover any damages against the City or any officer, director, commissioner, member, employee, or agent of any of them, arising or in any way connected with the approval of or failure to approve any construction plans or changes submitted by the Developer.

(5) In no event shall the review and approval by the City of construction plans or changes, or any information submitted in connection therewith, be deemed or construed to be a determination that the same are in compliance with any laws, regulations or ordinances, nor shall review and approval relieve the Developer of any liability or responsibility in connection with such compliance.

16. Progress Reports.

a. On October 31 of each year until all Project Improvements are completed, the Developer shall report to the Board of Aldermen the progress of its implementation of the Redevelopment Project. At the first regularly-scheduled meeting of the Board of Aldermen following the fifth anniversary of the date of the approval of the Redevelopment Plan by the City, and on each five-year anniversary thereafter so long as the Redevelopment Project shall remain in effect, the Developer shall prepare and submit to the Board of Aldermen a detailed report on the progress of implementation of the Redevelopment Project. Such report shall include at least the following information and may contain such other information with regard to the Redevelopment Project as the Developer wishes to submit or the City may reasonably require:

- (1) Project Improvements completed;
- (2) Status of Project Improvements in progress but not yet completed;
- (3) Actual assessed value of the Redevelopment Project Area before and after completion of the Project Improvements as compared to Redevelopment Plan estimates;
- (4) Actual payments in lieu of taxes as compared to Redevelopment Plan estimates;
- (5) Actual Redevelopment Project Costs in the Redevelopment Project Area compared to Redevelopment Plan estimates;
- (6) Actual start and completion dates of Project Improvements in the Redevelopment Project Area compared to Redevelopment Plan estimates; and
- (7) Estimated start date of Project Improvements not yet commenced at date of report.

b. Developer shall from time to time furnish such other reports on specific matters not addressed by the foregoing as the City may reasonably require.

17. Control of Project. Except as otherwise provided in this Agreement, the Developer shall have complete and exclusive control over the construction of the Project Improvements that it owns or controls; subject, however, to all applicable laws, rules and regulations, including, but not limited to, all ordinances, rules and regulations of the City such as zoning ordinances, subdivision ordinances, building codes, property maintenance codes, and all other applicable provisions of the City Code. As to all parts of the Redevelopment Project, the Developer hereby grants to the City, its agents and employees the right to enter at reasonable times after reasonable notice for the purpose of inspecting the Redevelopment Project.

18. Compliance with Laws. At all times during the term of this Agreement and until termination of the Redevelopment Plan, but subject to the Developer's rights to contest the same in any manner permitted by law, the Developer, its officers, directors and principals, at its sole cost and expense, shall comply in every respect with all applicable laws, ordinances, rules and regulations of all federal, state, county and municipal governments, agencies, bureaus or instrumentalities thereof now in force, or that may be enacted hereafter which pertain to the ownership, occupancy, use and operation of the Redevelopment Project and the Redevelopment Project Area.

19. Certificate of Compliance. Upon the completion of the Redevelopment Project, the Developer shall submit a report certifying that the Project Improvements necessary or appropriate for that project have been completed in accordance with the Redevelopment Plan and that it is in compliance with all other provisions of this Agreement. The Developer shall, as part of its report, submit its certificate setting forth (a) the total cost of completing the Project Improvements and (b) Redevelopment Project Costs incurred that are eligible for reimbursement pursuant to the Redevelopment Plan or that have been paid for with private funds. The City may conduct an investigation and if the City determines that such project has been completed in accordance with the provisions of the Redevelopment Plan, as evidenced by a Certificate of Occupancy where appropriate and other required governmental approvals, and that all of Developer's duties pursuant to this Agreement have been performed, including formation of the Special District, then it shall issue a Certificate of Completion and Compliance and certify Redevelopment Project Costs as eligible for reimbursement. If the City determines that such project has not been completed in accordance with the provisions of the Redevelopment Plan, or that Redevelopment Project Costs have not been incurred as certified, or that the Developer is not in compliance with the terms of this Agreement, then it shall not issue a Certificate of Completion and Compliance and shall specify in writing the reason or reasons for withholding its certification. Upon request of the Developer, the City shall hold a hearing at which the Developer may present new and/or additional evidence.

a. The certification by the City shall be the determination of the satisfaction and release of the covenants in this Agreement, with respect to the obligations of the Developer to complete the Project Improvements within the dates for the beginning and completion thereof, but shall not prevent the City from action in the event of any subsequent default by the Developer in the performance of any of its other obligations under this Agreement.

b. Each such certificate issued by the City shall contain a description of the real property affected thereby and shall be in such form acceptable to the Parties.

20. Payments in Lieu of Taxes.

a. Pursuant to the provisions of the Redevelopment Plan and the Act, including, but not limited to, Section 99.845 thereof, when tax increment financing is established by Ordinance for the Redevelopment Project Area, the real property located therein is subject to assessment for annual Payments in Lieu of Taxes. Payments in Lieu of Taxes shall be due November 30 of each year in which said amount is required to be paid and will be considered delinquent if not paid by December 31 of each such year. The obligation to make said Payments in Lieu of Taxes shall be a covenant running with the land and shall create a lien in favor of the City on each such tax parcel as constituted from time to time and shall be enforceable against the Developer and its successors and assigns in ownership of property in the Redevelopment Area.

b. Failure to pay Payments in Lieu of Taxes as to any property in the Redevelopment Project Area shall constitute a default by the owner, assignee and/or tenant of such property of the provisions of Section 33 hereof, and shall entitle the City, the County Collector or any other government official or body charged with the collection of any such sums (any one or more of such persons hereinafter individually or collectively referred to as the "Collection Authority") to proceed against such property and/or the owner thereof in such the Redevelopment Project Area as in other delinquent property tax cases, or otherwise as permitted at law or in equity, and, if applicable, such failure shall entitle the Collection Authority to seek all other legal and equitable remedies it may have to insure the timely payment of all such sums, or of the principal of and interest on, any outstanding TIF Obligations secured by such payments; provided, however, that the failure of any property in the Redevelopment Project Area to yield sufficient payments in lieu of taxes because the increase in the current equalized assessed value of such property is or was not as great as expected, shall not by itself constitute a breach or default. Promptly upon the designation and approval of each of the Redevelopment Project Area by Ordinance of the Board of Aldermen, the City shall use all reasonable and diligent efforts to promptly notify the County Collector, the City Treasurer and all other appropriate officials and persons and seek to fully implement the payments in lieu of taxes and reimbursements of Redevelopment Project Costs as provided in this Agreement and in the Redevelopment Plan.

c. Notwithstanding anything to the contrary herein, the lien on property within the Redevelopment Project Area shall be deemed (1) released as to any public street or other public way included within any plat proposed by the Developer, effective upon the passage of an Ordinance by the City approving the same, and (2) subordinated to the lot lines, utility easements and other similar matters established by any such plat (but not to any private access or parking rights granted or created by any such plat), effective upon the passage of Ordinance by the Board of Aldermen as aforesaid, and to any easement or like interests granted to the City or any public utility for public facilities or utilities or connection(s) thereto.

21. Economic Activity Taxes.

In addition to the payments in lieu of taxes described herein, and pursuant to Section 99.845.3 of the Act, Economic Activity Taxes shall be allocated to, and paid by the City Treasurer, who shall deposit such funds in the Economic Activity Account. Following the

approval of the Redevelopment Project, for as long as the Redevelopment Project Area is subject to tax increment financing, Economic Activity Taxes shall be determined and deposited into the Economic Activity Account within the Special Allocation Fund in accordance with the following procedures (subject, however, to the provisions of Section 99.835 of the Act):

a. Documentation of Economic Activity Taxes. The Developer, its successors and assigns shall provide the City with documentation of sales tax receipts for each business in the Redevelopment Project Area, indicating the type and amount of the Economic Activity Taxes paid by each such business located within the Redevelopment Project Area. The Developer shall include provisions substantially similar to the provision as specified in Section 27 herein in all lease documents with tenants located within the Redevelopment Project Area requiring said sales tax information to be provided to the City. A similar provision shall be included in all sales agreements with purchasers of property located in the Redevelopment Project Area requiring said sales tax information to be provided to the City. The Developer shall enforce said provisions to the maximum extent permitted by law, and the Developer hereby agrees that each such lease or sales agreement shall provide that the City is an intended third party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against any such tenant or purchaser. City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual businesses provided to the City as documentation of Economic Activity Taxes.

b. Certification by City. The City, following reasonable research and investigation, using independent consultants, accountants and counsel shall certify the nature and amount of Economic Activity Taxes payable by each Taxing District that imposes Economic Activity Taxes from which Economic Activity Taxes are due.

c. Presentation to Taxing Districts. The City shall deliver by mail or hand delivery its certification of Economic Activity Taxes payable by each Taxing District that imposes Economic Activity Taxes to the governing body of each such Taxing District with a request that such Taxing District shall within thirty (30) days of receiving the certification or within thirty (30) days after receiving any such Economic Activity Tax, whichever is later, appropriate the amount of Economic Activity Taxes actually received and pay the appropriate sum to the City Treasurer.

d. Deposit of Funds. The City Treasurer shall deposit the payments of Economic Activity Taxes received from the respective Taxing Districts in the Economic Activity Account in the Special Allocation Fund, to be utilized and expended in accordance with the Act and the Redevelopment Plan.

22. Special Allocation Fund. The City Treasurer shall establish and maintain the Special Allocation Fund, which shall contain two separate segregated accounts. Payments in Lieu of Taxes shall be deposited into the PILOT Account within the Special Allocation Fund and Economic Activity Taxes shall be deposited into the Economic Activity Account within the Special Allocation Fund. Payments in Lieu of Taxes and Economic Activity Taxes so deposited and any interest earned on such deposits will be used for the payment of Reimbursable Project Costs, including the retirement of TIF Obligations, and for the possible distribution to the Taxing Districts in the manner set forth in the Redevelopment Plan.

23. Disbursements From Special Allocation Fund. All disbursements from the Special Allocation Fund will be made out of the two (2) separate segregated accounts maintained within the Special Allocation Fund for Payments in Lieu of Taxes and Economic Activity Taxes. Such disbursements shall be made in the following manner and order of preference:

a. Debt Service. Funds in the Special Allocation Fund shall first be disbursed to pay Debt Service at the times and in the amounts provided by the terms of outstanding TIF Obligations, if any; provided, however, that all conditions precedent to the City's duties specified in Section 12.a. have occurred and further provided that if TIF Obligations are issued for only a portion of the Reimbursable Project Costs and the remainder of the Reimbursable Project Costs are to be reimbursed to the Developer from the Special Allocation Fund on an "as collected" basis as provided in Section 25, the amount of funds disbursed from the Special Allocation Fund to pay the Debt Service for said TIF Obligations shall be limited to an amount that is proportional to the amount of Reimbursable Project Costs funded by TIF Obligations as compared to the amount of the total Reimbursable Project Costs that have been incurred.

b. Reimbursable Project Costs. Funds in the Special Allocation Fund shall be disbursed to pay the Developer's reasonable Reimbursable Project Costs as they come due; provided, however, that such disbursement may only be made if, after such disbursement, the funds remaining in the Special Allocation Fund are sufficient to pay Debt Service payable in the then current calendar year, if any, and all conditions precedent to the City's duties specified in Section 12.a. herein have occurred.

24. Payment of Project Costs - Issuance of TIF Obligations. After the execution of this Agreement, the City may approve the issuance of TIF Obligations. TIF Obligations shall be payable from all or any portion of the moneys in the Special Allocation Fund as described in the Redevelopment Plan on terms and at an interest rate determined by market conditions at the time of issuance, the proceeds of which will be used to finance Reimbursable Project Costs incurred or to be incurred. Upon the Developers' presentation to the City of a certificate that details Reimbursable Project Costs (the "Certificate") incurred, the City shall review, verify and confirm the information included in the Certificate no later than fifteen (15) days after receipt of such Certificate. If, within such fifteen (15) day period, the City shall determine that the Certificate accurately reflects Reimbursable Project Costs and that all conditions precedent to the City's duties specified in Section 12.a. herein have occurred it shall approve the same. If the City, pursuant to its review of such Certificate and supporting documentation, determines that any portion of the request for reimbursement are not properly Reimbursable Project Costs it shall state the reasons for such disapproval to the Developer in writing within such fifteen (15) days after receipt of such Certificate. Any such disapproval may be appealed to the Board of Aldermen. If no action is taken on the Certificate by the City with fifteen (15) days after receipt, such Certificate shall be deemed approved by the City. No later than ten (10) days after the date of approval (or deemed approval) of any Certificate hereunder, the City shall cause disbursement to be made to the Developer of sufficient proceeds of the obligations to pay for the Reimbursable Project Costs identified in the Certificate.

25. Payment of Project Costs - "As Collected" Basis. If the Reimbursable Project Costs as estimated in Exhibit C are to be reimbursed from the Special Allocation Fund on an "as collected" basis rather than paid with proceeds from the sale of TIF Obligations, the Developer shall present to the City a Certificate which details the costs submitted for reimbursement or

direct payment and certifies that said costs are reasonable Reimbursable Project Costs (the "Certificate"). No later than fifteen (15) days after receipt of a Certificate from the Developer, the City shall review, verify, and confirm the information included in said Certificate. If, within such fifteen (15) day period, the City shall determine that the Certificate accurately reflects Reimbursable Project Costs and that all conditions precedent to the City's duties specified in Section 12.a. herein have occurred it shall approve the same. If the City, pursuant to its review of such Certificate and supporting documentation, determines that any portion of the request for reimbursement are not properly Reimbursable Project Costs it shall state the reasons for such disapproval to the Developer in writing within such fifteen (15) days after receipt of such Certificate. Any such disapproval may be appealed to the Board of Aldermen. If no action is taken on the Certificate by the City with fifteen (15) days after receipt, such Certificate shall be deemed approved by the City. No later than ten (10) days after the date of approval (or deemed approval) of any Certificate hereunder, the City shall make disbursement to the Developer of sufficient proceeds of the Special Allocation Fund, to the extent such funds are available in the Special Allocation Fund, to pay for the Reimbursable Project Costs.

26. Sale or Disposition of Project Property.

a. Purchasing Entity. As a condition precedent to the transfer of any property interest held by the Developer within the boundaries of the Redevelopment Project Area to any transferee, other than a Lender, the Developer shall require the transferee to enter into, and shall deliver to the City, an agreement obligating the transferee to comply with the requirements of the Redevelopment Plan and the obligations in this Agreement relating to the property. Upon execution of such agreement, the Developer shall be released from its obligations in this Agreement relating to said transferred property.

b. Continuation of Payments in Lieu of Taxes. Subject to the provisions of Section 26.a. above, the Developer, or any third party, may sell, transfer, convey, or otherwise dispose of real property within the Redevelopment Project Area. In the event of the sale or other voluntary or involuntary disposition of any or all of the real property of the Developer or any third party in the Redevelopment Project Area, payments in lieu of taxes with respect to the real property so sold or otherwise disposed of shall continue and shall constitute a lien against the property from which they are derived, and such obligations shall inure to and be binding upon the Developer and its successors and assigns in ownership of said property as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, transferee or other possessor thereof were originally a party to and bound by this Agreement.

c. Obligation to Ameliorate Existing Conditions. The Developer's undertakings pursuant to Section 5 hereof; unless earlier satisfied and certified pursuant to Section 19 hereof, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable against purchasers or other transferees as if such purchaser or transferee were originally a party to and bound by this Agreement.

d. Incorporation. The restrictions set forth above in Section 20.a. and b. (regarding PILOTs) as well as those set forth in Section 21 (regarding EATs) and Section 31 (regarding Permitted Uses), shall be incorporated into any deed or other instrument conveying an interest in

real property, other than a lease agreement, within the Redevelopment Project Area and shall provide that said obligations or restrictions shall constitute a benefit held by both the Developer and the City. Failure of the Developer to require that such restrictions be placed in any such deed or other instrument shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area or the Redevelopment Project Area.

27. Lease of Project Property.

a. The Developer, or any third party, may lease, use, or sell real property within the Redevelopment Project Area. The Developer, or any third party, shall insert in any such transfer agreement a provision in substantial conformity with the following language and shall have such transfer agreement signed by the user indicating acknowledgment and agreement to the following provision:

Economic Activity Taxes: Tenant (User) acknowledges that the Leased Premises are a part of a Tax Increment Financing district ("TIF District") created by Harrisonville, Missouri (the "City") and that certain taxes generated by Tenant's ("User") economic activities, including sales taxes, will be applied toward the costs of infrastructure improvements for the Development. User shall forward to the City copies of User State of Missouri sales tax returns for its property located in the TIF District when and as they are filed with the Missouri Department of Revenue, and, upon request, shall provide such other reports and returns regarding other local taxes generated by User economic activities in the TIF District as the City shall reasonably require, all in the format prescribed by them.

Failure of the Developer to require that such restrictions be placed in any such lease or agreement shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area or the Redevelopment Project Area. The City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual businesses provided to the City as documentation of Economic Activity Taxes.

28. Full Assessment.

a. The Redevelopment Project Area. After all TIF Obligations and Reimbursable Project Costs have been paid, but not later than twenty-three (23) years from the adoption of an Ordinance approving and designating the Redevelopment Project Area, all property in the Redevelopment Project Area shall be subject to assessments and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the County Assessor, and the Redevelopment Project Area shall be owned and operated by the Developer or its successors and assigns free from the conditions, restrictions, and provisions of the Act, of any rules or regulations adopted pursuant thereto, of the Ordinance, or the Redevelopment Plan, or of this Agreement.

b. Completion of Redevelopment Plan. Upon the payment of all Redevelopment Project Costs, retirement of TIF Obligations and the distribution of any excess moneys pursuant

to Sections 99.845 and 99.850 of the Act, the Board of Aldermen shall adopt an Ordinance dissolving the Special Allocation Fund and terminating the designation of the Redevelopment Area as a redevelopment area under the Act. Thereafter the rates of the Taxing Districts shall be extended and taxes levied, collected, and distributed in the manner applicable in the absence of the adoption of tax increment financing, and the Redevelopment Area shall be owned and operated by the Developer free from the conditions, restrictions, and provisions of the Act, of any rules or regulations adopted pursuant thereto, of the Ordinance, of the Redevelopment Plan, and of this Agreement.

29. Assignment of Developer's Obligations.

a. The Developer represents that its undertakings pursuant to this Agreement are for the purpose of redevelopment.

b. Without limiting the rights of the Developer or any third party under Section 26.b. hereof, the Developer agrees that this Agreement and the rights, duties and obligations hereunder may not and shall not be assigned by the Developer, except as otherwise provided in this Section 29. The Developer will not assign its rights or delegate its duties and obligations under this Agreement without the prior written consent of the City, not to be unreasonably withheld, delayed or conditioned. For purposes of this section, it will be presumptively unreasonable for the City to withhold its consent to Developer conveying the Redevelopment Area, and assigning its rights and delegating its obligations under this Agreement, to a shopping center developer who, individually or when combined with a property management entity, demonstrates to the reasonable satisfaction of the City, the following: (i) a net worth using generally accepted accounting practices of in excess of \$5,000,000; (ii) management of in excess of 300,000 square feet of Class A retail shopping center properties, and (iii) the ability to fulfill the duties and obligations of the Developer at a level equal to or higher than that of Developer. Any purported assignment without consent of the City will be null and void. As a condition to the City granting consent, an assignee will expressly assume in writing the obligations of Developer hereunder. For purposes of this section, any sale, transfer, assignment, pledge or hypothecation of an interest in Developer (other than to an Affiliate of Developer) that results in a change in management control of Developer will constitute an assignment of this Agreement. Notwithstanding the foregoing:

(1) Developer may at any time without the City's consent convey the Redevelopment Area, assign its rights, and delegate its duties and obligations under this Agreement to any entity controlled by the Developer or the principals of the Developer, provided that the management of the entity is provided by the principals, or by an entity which they together or individually control.

(2) For so long as any of the principals of the Developer or their entities continues to be the managing member or managing partner of Developer or any successor entity to Developer, no sale, transfer, assignment, pledge or hypothecation of an interest in Developer, to an investor, or other person will be construed as resulting in a change of control or construed as constituting an assignment of this Agreement that requires the City's consent.

(3) No consent will be required under this section for any pledge or assignment of this Agreement or pledge or assignment of an interest in Developer or any interest in any member of Developer as collateral security for Developer's financing.

(4) No consent will be required under this section for any sale or lease of a parcel for the construction thereon of improvements to be used by the purchaser or lessee of the parcel or its affiliate or borrower (such as the sale, lease, or transfer of a retail building area for the construction and operation thereon).

Upon execution of an assignment agreement between Developer and any authorized assignee under this Section 29, Developer shall be released in full for any and all obligations set out in this Agreement that are assumed in writing by such authorized assignee.

30. Transfer of Interests in Developer. Members of the Developer shall, prior to the sale, conveyance or other transfer by any member of any interest in the Developer which involves participation in management except to another member, request approval of such transfer, and no such transfer shall be permitted except with the prior approval of the City, such approval not to be unreasonably conditioned, withheld or delayed. Upon submission by the Developer of any member request for transfer to the City, the City shall have the right to request such documentation and information as the City shall reasonably determine to be necessary or desirable to determine whether such transfer is acceptable to the City. Notwithstanding the foregoing, any member of and member of the Developer, may, without notice to or approval of the City, transfer interests in the member if such transfer does not result in a material change in the controlling interests of the Developer. In addition, this section shall not be construed to prohibit or require approval of the City for any transfers that occur by operation of law.

31. Permitted Uses. The Developer shall not take any action to permit uses within the Redevelopment Project Area that do not conform to and are not permitted by the Redevelopment Plan or by this Agreement.

32. Indemnification.

a. The Developer shall indemnify, protect, defend, and hold the City and its officers, directors, members, commissioners, employees, and agents (collectively, the "Indemnified Parties" or, individually, an "Indemnified Party") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character (including consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any acts or omissions of the Developer, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Agreement and/or in connection with the ownership, use or occupancy and development or redevelopment of the Redevelopment Area, the Redevelopment Project Area or a portion thereof and the Project Improvements.

b. In the event any suit, action, investigation, claim or proceeding (collectively, an "Action") is begun or made as a result of which the Developer may become obligated to one or

more of the Indemnified Parties hereunder, the Indemnified Party shall give prompt notice to the Developer of the occurrence of such event, but the failure to notify the Developer will not relieve the Developer of any liability that it may have to an Indemnified Party. After receipt of such notice, the Developer may elect to defend, contest or otherwise protect the Indemnified Party against any such Action, at the cost and expense of the Developer, utilizing counsel of the Developer's choice. The Indemnified Party shall have the right, but not the obligation, to participate, at the Indemnified Party's own cost and expense, in the defense thereof by counsel of the Indemnified Party's choice. In the event that the Developer shall fail timely to defend, contest or otherwise protect an Indemnified Party against such Action, the Indemnified Party shall have the right to do so, and (if such defense is undertaken by the Indemnified Party after notice to the Developer asserting the Developer's failure to timely defend, contest or otherwise protect against such Action), the Indemnified Party may submit any bills for fees and costs received from its counsel to the Developer for payment and, within five (5) business days after such submission, the Developer shall transfer to the Indemnified Party sufficient funds to pay such bills. The Developer acknowledges that such bills may be redacted to delete any information that would constitute attorney-client communication or attorney work product.

c. An Indemnified Party shall submit to the Developer any settlement proposal that the Indemnified Party shall receive. The Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that the Developer consents to such settlement. Neither the Developer nor the Indemnified Party will unreasonably withhold its consent to a proposed settlement.

d. The Developer expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Agreement imposed upon the Developer in order to induce the City to enter into this Agreement. To the fullest extent permitted by law, an Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the rights to indemnification created by, or provided pursuant to, this Agreement. If such court action is successful, the Indemnified Party shall be reimbursed by the Developer for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

e. The right to indemnification set forth in this Agreement shall survive the termination of this Agreement.

33. Breach-Compliance.

a. If the Developer or the City does not comply with provisions of this Agreement, including provisions of the Redevelopment Plan, within the time limits and in the manner for the completion of the Redevelopment Project as therein stated, except for Excusable Delays (as defined in Section 34), in that the Developer or the City shall do, permit to be done, or fail or omit to do, or shall be about so to do, permit to be done, or fail or omit to have done, anything contrary to or required of it by this Agreement or the Act, and if, within ninety (90) days after notice of such default by the nondefaulting party to the defaulting party, the defaulting party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said ninety (90) day period (but in any event if the defaulting party shall not have cured such default within one hundred twenty (120) days), then

the nondefaulting party may institute such proceedings as may be necessary in its opinion to cure the default, including, but not limited to, proceedings to compel specific performance by the party in default of its obligations and, in the case of default by the Developer, the City is granted the right to terminate this Agreement, the right to apply any deposit or other funds submitted by the Developer to the City in payment of the damages suffered by it, and the right to withhold issuance of a Certificate of Completion and Compliance. Notwithstanding the remedies set forth above, under no circumstances shall the City refuse to reimburse the Developer for reimbursement of any valid Reimbursable Project Costs incurred by Developer on or before the date of any event of default in question. If any action is instituted by either party hereunder, the nonprevailing party in such action shall pay any and all costs, fees and expenses, including attorneys' fees incurred by the prevailing party in enforcing this Agreement.

b. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by either party shall apply to obligations beyond those expressly waived.

c. The Developer (for itself and its successors and assigns, and for all other persons who are or who shall become liable, by express or implied assumption or otherwise, upon or subject to any obligation or burden under this Agreement), waives to the fullest extent permitted by law and equity all claims or defenses otherwise available on the ground of being or having become a surety or guarantor, whether by agreement or operation of law. This waiver includes, but is not limited to, all claims and defenses based upon extensions of time, indulgence or modification of terms of this Agreement.

d. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit them in any way. No waiver in fact made by either party of any specific default by the other party shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

34. Excusable Delays. The parties understand and agree that the Developer shall not be deemed to be in default of this Agreement because of delays or temporary inability to commence, complete or proceed in accordance with Exhibit D hereto, Development Schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of the Developer, which are caused by the action or inaction of any governmental body, including, but not limited to, failure to approve complete applications for permits that comply with all applicable laws and regulations within thirty (30) days of submission and failure to provide any consent required by this Agreement where all applicable requirements for said consent have been complied with within twenty (20) days of submission, acts of war or civil insurrection, breach of this Agreement by the City or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, shortage of available materials, acts of terrorism, or periods of inclement weather such as days of rain (collectively "Excusable Delays"). The time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes, which approval shall not be arbitrarily or

unreasonably withheld. Nothing herein shall excuse the Developer from any obligation to pay money hereunder, nor shall this section excuse the Developer from performance of its obligations because of a lack of funds or inability to obtain financing, except as provided in Section 12.b. hereof and except if financing commitments obtained by the Developer and approved by the City as provided in this Agreement are not fulfilled by the party issuing such commitment through no fault of the Developer, in which case the Developer shall be entitled to additional time not to exceed one hundred eighty (180) days to obtain new financing commitments to be approved by the City in the same manner as provided herein for the initial financing commitments.

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

Any notice to the City shall be addressed to:

City Administrator
300 East Pearl Street
Harrisonville, Missouri 64701

With a copy to:

T. Chris Williams
Williams & Campo, P.C.
200 NE Missouri Road, Suite 200
Lee's Summit, Missouri 64086

Any notice to the Developer shall be addressed to:

Jerry Simmons
President
Simmons Investments, Inc.
7500 College Blvd, Suite 1225
Overland Park, KS 66210

With a copy to:

Daniel T. Murphy
Shughart Thomson & Kilroy, PC
Twelve Wyandotte Plaza
120 West 12th Street
Kansas City, Missouri 64105

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

36. Modification. The terms, conditions, and provisions of this Agreement and of the Redevelopment Plan can be neither modified nor eliminated except in writing and by mutual agreement between the City and the Developer. Any modification to this Agreement so approved shall be attached hereto and incorporated herein by reference.

37. Effective Date. This Agreement shall become effective on the date set forth herein and shall remain in full force and effect until the completion of the Redevelopment Project of the Redevelopment Plan, as described herein, and so long as any TIF Obligations or Redevelopment Project Costs remain outstanding and unpaid.

38. Recording. Upon full execution by the City and the Developer, this Agreement shall be recorded by the City in the Cass County Office of the Recorder of Deeds.

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

40. Covenant Running With the Land. The provisions of this Agreement shall be covenants running with the land and shall remain in effect for the duration of the Redevelopment Plan and any renewal period or periods of the Redevelopment Plan at the end of which time they shall cease. They shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and be enforceable by, the City, its successors and assigns, against the Developer, its successors and assigns, and every successor in interest to the subject real property, or any part of it or any interest in it and any party in possession or occupancy of the real property or any part thereof (provided, subject to the provisions of Section 28.b. hereof, that any such covenants shall be binding on the Developer itself, such successor in interest to the subject property, and every part of the subject real property, and each party in possession or occupancy of the subject real property or any part thereof, only during their period of ownership).

41. Administrative Costs and Expenses. Subject to the successful issuance of TIF Obligations in accordance with this Agreement, the Developer shall reimburse the City for all reasonable documented, out-of-pocket expenses incurred in connection with the Redevelopment Area, the Redevelopment Plan, this Agreement, and the issuance of the TIF Obligations including attorney's fees, postage, mileage, copying costs, recording costs and similar expenses. Said reimbursements to the City shall be deemed Reimbursable Project Costs. As soon as the TIF Obligations are issued and proceeds are made available, the Developer shall have no further obligation to pay administrative costs hereunder. The City may withhold an administrative service fee to cover the administration and other City costs during the duration of the Redevelopment Plan. The administrative service fee shall be an amount equal to 1.00% of the annual collections in the Special Allocation Fund.

42. Validity and Severability. It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the 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. All exhibits attached hereto are hereby incorporated into this Agreement by reference.

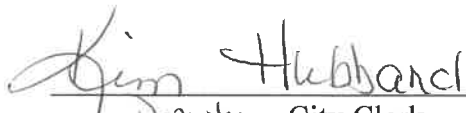
43. Good Faith; Consent or Approval. In performance of this Agreement or in considering any requested extension of time, the parties agree that each will act in good faith, cooperate in expeditious and timely approvals, and will not act unreasonably, arbitrarily, capriciously or unreasonably withhold or delay any approval required by this Agreement. Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed. The City agrees to reasonably cooperate with the Developer with respect to (i) applications for building permits from the City, and any permits or approvals required from any governmental agency, whenever reasonably requested to do so; provided, however, that all applications for such permits and approvals are in compliance with the applicable ordinances and regulations, approved plans and specifications, and all applicable codes, and (ii) securing any construction and permanent financing that the Developer may reasonably require in connection with the performance of its obligations under this Agreement. The Developer, in recognition of the significant public investment of the City; and the City, in recognition of the substantial financial commitment of the Developer, agree to cooperate in good faith to accomplish the expeditious and optimal utilization of the retail space in Redevelopment Area. The Developer agrees and acknowledges that in each instance in this Agreement or elsewhere where the City is required or has the right to review or give its approval or consent, no such review, approval or consent will imply or be deemed to constitute an opinion by the City, nor impose upon the City any responsibility for the design or construction of building elements, including but not limited to the structural integrity or life/safety requirements or adequacy of budgets or financing or compliance with any applicable federal or state law, or local ordinance or regulation, including the environmental laws. All reviews, approval and consents by the City under the terms of this Agreement are for the sole and exclusive benefit of the Developer and no other person or party will have the right to rely thereon.

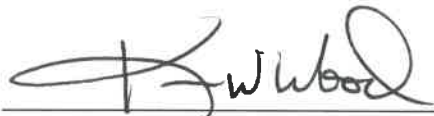
44. Time and Performance are of the Essence. Time and specific performance are of the essence of this Agreement.

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

CITY OF HARRISONVILLE,
MISSOURI

ATTEST:


Deputy City Clerk

By: 
Mayor

APPROVED AS TO FORM:


City Special Legal Counsel

SIMMONS INVESTMENTS, INC., a Kansas
Corporation

ATTEST:



By: 
Its: 
President

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

BE IT REMEMBERED, that on this 16th day of April, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kevin Wood, the Mayor of the City of Harrisonville, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same persons who executed, as such officials, the within instrument on behalf of and with the authority of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

April L. Wiskur

NOTARY PUBLIC

My Commission Expires:

November 7, 2010



APRIL L. WISKUR
My Commission Expires
November 7, 2010
Cass County
Commission #06475156

[SEAL]



APRIL L. WISKUR
My Commission Expires
November 7, 2010
Cass County
Commission #06475156

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

BE IT REMEMBERED, that on this 16 day of April, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jerry D Simmons, the President of Simmons Investments, Inc., a Kansas Corporation, who is personally known to me to be the same person who executed the within instrument on behalf of Simmons Investments, Inc., and such person duly acknowledged the execution of the same to be the act and deed of Simmons Investments, Inc..

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



NOTARY PUBLIC

My Commission Expires:

November 7, 2010

[SEAL]



APRIL L. WISKUR
My Commission Expires
November 7, 2010
Cass County
Commission #06475156



APRIL L. WISKUR
My Commission Expires
November 7, 2010
Cass County
Commission #06475156

EXHIBIT A

Legal Description of Redevelopment Area

A06D2788

OCTOBER 12, 2006

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN IN HARRISONVILLE, CASS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4;

THENCE N 88°10'49" W ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 600.39 FEET;

THENCE S 02°08'11" W A DISTANCE OF 30.78 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY NO. 2, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

THENCE S 32°31'00" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 29.26 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH COMMERCIAL STREET; THENCE S 01°56'49" E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 173.00 FEET;

THENCE S 43°19'11" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 56.43 FEET;

THENCE S 88°03'11" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 55.00 FEET;

THENCE S 01°56'49" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET;

THENCE N 88°03'11" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 55.00 FEET;

THENCE S 46°56'49" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 56.57 FEET;

THENCE S 01°56'49" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 410.00 FEET;

THENCE N 88°03'11" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 5.00 FEET;

THENCE S 01°56'49" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 63.23 FEET;

THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 3297.73 FEET, A CHORD BEARING OF S 04°54'01" E AND A CHORD DISTANCE OF 339.82 FEET, AN ARC LENGTH OF 339.97 FEET TO A POINT ON THE NORTH LINE OF A TRACT OF LAND AS DESCRIBED IN BOOK 2069, PAGE 174 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI;

THENCE N 88°10'53" W ALONG SAID NORTH LINE, A DISTANCE OF 176.34 FEET TO THE NORTHWEST CORNER OF SAID TRACT;

THENCE S 01°31'54" W ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 132.11 FEET TO A POINT ON THE NORTH LINE OF A 16 FOOT RIGHT-OF-WAY TO THE CITY OF HARRISONVILLE AS DESCRIBED IN BOOK 255, PAGE 418 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI;

THENCE N 88°10'53" W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 680.63 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE MISSOURI PACIFIC RAILROAD;

THENCE N 05°55'22" E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1076.24 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN BOOK 1617, PAGE 11 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI;
THENCE N 06°35'12" E CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID TRACT, A DISTANCE OF 202.22 FEET TO THE NORTHWEST CORNER OF SAID TRACT, SAID CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY NO. 2;
THENCE S 88°24'03" E ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE NORTHERLY LINE OF SAID TRACT, A DISTANCE OF 92.60 FEET;
THENCE S 45°13'01" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND SAID NORTHERLY LINE, A DISTANCE OF 55.00 FEET;
THENCE S 86°38'53" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND SAID NORTHERLY LINE, A DISTANCE OF 54.56 FEET;
THENCE S 88°20'19" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 85.45 FEET;
THENCE N 87°22'20" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 320.90 FEET;
THENCE N 01°39'41" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 16.00 FEET;
THENCE S 88°20'19" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 56.96 FEET TO THE POINT OF BEGINNING.
CONTAINS 923,557 SF, 21.20 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

Together with;

Lots 1 - 6 Harrisonville Gateway, a subdivision of land in the City of Harrisonville, Cass County, Missouri.

END OF DESCRIPTION

EXHIBIT B

Legal Description of the Redevelopment Project Area

A06D2788

OCTOBER 12, 2006

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN IN HARRISONVILLE, CASS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINS 923,557 SF, 21.20 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

Together with;

Lots 1 - 6 Harrisonville Gateway, a subdivision of land in the City of Harrisonville, Cass County, Missouri.

END OF DESCRIPTION

EXHIBIT C

Project Budget

**HARRISONVILLE MARKET TIF PLAN
OPINION of PROBABLE CONSTRUCTION COSTS
Redevelopment Project**

October 31, 2006

<u>ITEM</u>	<u>TOTAL</u>	<u>REIMBURSABLE</u>
Land Cost	2,431,396	2,431,396
Highway 2 Relocation	2,277,305	2,277,305
Site Costs	3,382,549	3,382,549
Building Cost	32,111,525	1,173,000
Soft Cost	789,846	789,846
Total Redevelopment Project Cost	40,992,621	10,054,096

HARRISONVILLE MARKET TIF PLAN
OPINION of PROBABLE CONSTRUCTION COSTS
East of Railroad Tracks

October 31, 2006

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>REIMBURSABLE</u>
Land Cost						
1.	Land	22.5	Acres		1,631,396	1,631,396
	Total Land Cost				1,631,396	1,631,396
Highway 2 Relocation						
1.	ROW	80,000	SF		350,000	350,000
2.	Clearing & Grubbing	2	Acres	5,000	10,000	10,000
3.	Embankment	10,000	CY	3	30,000	30,000
4.	Common Excavation	15,000	CY		71,000	71,000
5.	12" Asphalt Pavement	4,365	SY	40	174,600	174,600
6.	8" Concrete Pavement	720	SY	50	36,000	36,000
7.	Curb & Gutter	1,800	LF	17	30,600	30,600
8.	Storm Sewer Pipe	450	LF	50	22,500	22,500
9.	Storm Sewer Inlets	4	EA	3,000	12,000	12,000
10.	18 x 10 RCB	100	LF	1,500	150,000	150,000
11.	RR Crossing	1	EA	150,000	150,000	150,000
12.	Sidewalk	1,000	SY	30	30,000	30,000
13.	Street Lighting	900	LF	200	180,000	180,000
14.	Landscaping	1	Acres	5,000	5,000	5,000
15.	Erosion Control	1	LS	20,000	20,000	20,000
16.	Traffic Signal	1	EA	200,000	200,000	200,000
17.	Engineering Design Fees	1	Lump Sum	15,000	15,000	15,000
18.	Legal	1	Lump Sum	40,000	40,000	40,000
	Total				1,526,700	1,526,700
	Contingencies (15%)				176,505	176,505
	Total Highway 2 Construction Costs				1,703,205	1,703,205
Site Costs						
1	Mobilization	1.0	Lump Sum	50,000	50,000	50,000
2	Embankment	25,000	CY	3	75,000	75,000
3	Excavation	20,000	CY	3	60,000	60,000
4	Pavement	20,000	SY	25	500,000	500,000
5	Curb & Gutter	7,500	LF	15	112,500	112,500
6	Storm Sewer	3,300	LF	50	165,000	165,000
7	Inlets / Junction Boxes	25	Each	3,000	75,000	75,000
10	Water Main	3,200	LF	50	160,000	160,000
11	Fire Hydrants	14	Each	2,500	35,000	35,000
12	Sanitary Sewer (8")	3,000	LF	50	150,000	150,000
13	Sanitary Sewer Manholes	10	Each	3,000	30,000	30,000
14	Site Lighting	1	Lump Sum	60,000	60,000	60,000
15	Landscaping	15.0	ACRES	5,000	75,000	75,000
16	Erosion Control	1	Lump Sum	30,000	30,000	30,000
17	Irrigation	1	Lump Sum	60,000	60,000	60,000
18	Demolition and Env. Remediation	1	Lump Sum	100,000	100,000	100,000
19	Fee in Lieu of Detention	22.5	ACRES	2,000	45,000	45,000
	Wetlands Fee	1	Lump Sum	14,064	14,064	14,064
20	Site Engineering	1	Lump Sum	60,000	60,000	60,000
21	Geotechnical Engineering	1	Lump Sum	75,000	75,000	75,000
22	Site Construction Testing	1	Lump Sum	75,000	75,000	75,000
	Total				2,006,564	2,006,564
	Contingencies (15%)				300,985	300,985
	Total On Site Construction Costs				2,307,549	2,307,549
Building / Site Cost						
1.	Anchor	60,000	SF	90	5,400,000	210,000
2.	Junior Anchor	40,470	SF	95	3,844,650	143,000
3.	Shops	25,600	SF	115	2,944,000	93,000
4.	Shops	26,400	SF	115	3,036,000	93,000
5.	Outlot 1	2,000	SF	203	406,000	6,000
6.	Outlot 2	2,000	SF	203	406,000	6,000
7.	Outlot 3	4,000	SF	203	812,000	12,000
8.	Outlot 4	13,225	SF	203	2,684,675	57,000
	Total				19,533,325	620,000
	Contingencies (15%)				2,930,000	93,000
	Total Building Cost				22,463,325	713,000
Soft Cost						
	Eng., Arch., Survey, Permits					
	Const. Mgmt., Market Studies,					
	Developer's Fee, & Misc.					
1.	Consultant Fees	\$3,614,264.00		0.1	361,426	361,426
2.	Legal				80,000	80,000
	Total				441,426	441,426
	Contingencies (15%)				67,000	67,000
	Total Soft Cost				508,426	508,426

Total East of Railroad Tracks

28,613,901

6,863,576

HARRISONVILLE MARKET TIF PLAN
OPINION of PROBABLE CONSTRUCTION COSTS
West of Railroad Tracks

October 31, 2006

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>REIMBURSABLE</u>
Land Cost						
1.	Land	30	Acres		800,000	800,000
Total Land Cost					800,000	800,000
Highway 2 Relocation						
1.	Clearing & Grubbing	2	Acres	5,000	10,000	10,000
2.	Common Excavation	5,000	CY	5	22,500	22,500
3.	12" Asphalt Pavement	2,100	SY	36	75,600	75,600
4.	8" Concrete Pavement	400	SY	50	20,000	20,000
5.	Curb & Gutter	1,100	LF	15	16,500	16,500
6.	Storm Sewer Pipe	450	LF	50	22,500	22,500
7.	Storm Sewer Inlets	4	EA	3,000	12,000	12,000
8.	Sidewalk	1,000	SY	30	30,000	30,000
9.	Street Lighting	500	LF	200	100,000	100,000
10.	Landscaping	1	Acres	5,000	5,000	5,000
11.	Erosion Control	1	LS	20,000	20,000	20,000
12.	Traffic Signal	1	EA	150,000	150,000	150,000
13.	Engineering Design Fees	1	Lump Sum	15,000	15,000	15,000
Total					499,100	499,100
Contingencies (15%)					75,000	75,000
Total Highway 2 Construction Costs					574,100	574,100
Site Costs						
1.	Mobilization	1.0	Lump Sum	50,000.00	50,000	50,000
2.	Embankment	5,000	CY	2.50	12,500	12,500
3.	Excavation	5,000	CY	2.50	12,500	12,500
4.	Pavement	10,000	SY	25.00	250,000	250,000
5.	Curb & Gutter	4,600	LF	15.00	69,000	69,000
6.	Storm Sewer	1,200	LF	50.00	60,000	60,000
7.	Inlets / Junction Boxes	12	Each	3,000.00	36,000	36,000
8.	Water Main	500	LF	50.00	25,000	25,000
9.	Fire Hydrants	4	Each	2,500.00	10,000	10,000
10.	Site Lighting	1	Lump Sum	60,000.00	60,000	60,000
11.	Landscaping	5.0	ACRES	5,000.00	25,000	25,000
12.	Erosion Control	1	Lump Sum	30,000.00	30,000	30,000
13.	Irrigation	1	Lump Sum	60,000.00	60,000	60,000
14.	Fee in Lieu of Detention	12	Acres	2,000.00	24,000	24,000
15.	Site Engineering	1	Lump Sum	60,000.00	60,000	60,000
16.	Geotechnical Engineering	1	Lump Sum	75,000.00	75,000	75,000
17.	Site Construction Testing	1	Lump Sum	75,000.00	75,000	75,000
Total					934,000	934,000
Contingencies (15%)					141,000	141,000
Total On Site Construction Costs					1,075,000	1,075,000
Building / Site Cost						
1.	Hotel	60	keys	53,000	3,180,000	192,000
2.	Restaurant	6,500	SF	206	1,339,000	40,000
3.	Shops	16,000	SF	117	1,872,000	108,000
4.	Outlot 1	5,000	SF	206	1,030,000	32,000
5.	Outlot 2	2,000	SF	206	412,000	12,000
6.	Outlot 3	2,700	SF	206	556,200	16,000
Total					8,389,200	400,000
Contingencies (15%)					1,258,000	60,000
Total Building Cost					9,648,200	460,000
Soft Cost						
Eng., Arch., Survey, Permits Const. Mgmt., Market Studies, Developer's Fee, & Misc.						
1.	Consultant Fees	\$1,649,100.00		0.1	164,910	164,910
2.	Legal				79,510	79,510
Total					244,420	244,420
Contingencies (15%)					37,000	37,000
Total Soft Costs					281,420	281,420
Total West of Railroad Tracks					12,378,720	3,190,520

EXHIBIT D

Development Schedule – The Redevelopment Project

Begin Construction Redevelopment Project (East Side)	3 rd Quarter 2007
End Construction Redevelopment Project (East Side)	3 rd Quarter 2008
Project East Side Saturates	4 th Quarter 2010
Begin Construction Redevelopment Project (West Side)	3 rd Quarter 2007
End Construction Redevelopment Project (West Side)	4 th Quarter 2010
Project West Side Saturates	4 th Quarter 2010

EXHIBIT E-1

Petition for Formation of a Transportation Development District (Grocery Store)

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI
SEVENTEENTH JUDICIAL CIRCUIT

SIMMONS INVESTMENTS, INC.

Petitioners,

vs.

THE MISSOURI HIGHWAYS &
TRANSPORTATION COMMISSION,

SERVE: Mari Ann Winter
Secretary, Missouri
Department of Transportation
105 Capital Avenue
P.O. Box 270
Jefferson City, Missouri 65102,

and

THE CITY OF HARRISONVILLE, MISSOURI,
a municipal corporation,

SERVE: Debbie Grant, City Clerk
300 E. Pearl Street
Harrisonville, Missouri 64701

Respondents.

Case No.: _____

**VERIFIED PETITION FOR FORMATION OF A
TRANSPORTATION DEVELOPMENT DISTRICT**

Petitioner Simmons Investments, Inc., pursuant to §§ 238.200, RSMo *et seq.*, for its
Petition for Formation of a Transportation Development District, states as follows.

1. Petitioner Simmons Investments, Inc. is a Kansas Corporation in good standing
with, and authorized to do business in, the state of Kansas.

2. Respondent, Missouri Highways & Transportation Commission, with an address
of 105 Capital Avenue, P.O. Box 270, Jefferson City, Missouri 65102, is the "Commission", as

indicated or contemplated under § 238.207.4(2), RSMo.

3. Respondent City of Harrisonville, Missouri (the “City”), with an address of 300 E. Pearl St., Harrisonville, Missouri 64701, is the affected local transportation authority within the proposed district, as indicated or contemplated under § 238.207.4(2), RSMo.

4. Jurisdiction is proper in this Court pursuant to § 238.207.1, RSMo.

5. Venue is proper in this Court pursuant to § 238.207.1, RSMo, in that the proposed district lies entirely within Cass County, Missouri.

6. There are no persons eligible to be registered voters residing within the proposed district.

7. The name of the proposed district is the Harrisonville Market Place Transportation Development District A (the “District”).

8. The proposed district is contiguous.

9. A map illustrating the boundaries of the District is attached hereto as **Exhibit “A”** and is incorporated herein by reference. The specific description of the proposed boundaries of the District is attached hereto as **Exhibit “B”** and is incorporated herein by reference.

10. The general location and description of the improvements that Petitioner proposes the District undertake are attached hereto as **Exhibit “C”**.

11. The board of directors of the District (the “Board”) shall be comprised of five (5) members.

12. The terms of office of the members of the Board shall be staggered in approximately equal numbers to expire in one, two, or three years.

13. Petitioners propose that the District be funded by imposing a sales tax on all retail sales made within the District which are subject to taxation pursuant to §§ 144.010 to 144.525,

RSMo, except as provided by § 238.235, RSMo, but in any case in a manner consistent with § 238.207.4(9), RSMo.

14. The District does not constitute an undue burden on any owner of property within the District and is not unjust, unreasonable, unlawful, or unconstitutional.

WHEREFORE, the Petitioner has executed this Unanimous Petition of Property Owner for formation of the Harrisonville Market Place Transportation Development District A as of _____, 2007, as set forth on the following signature pages of this Unanimous Petition. Petitioner prays for this Court's order: (1) forming the District, (2) establishing the time and place of the first meeting of the owners of all of the real property located within the District, (3) establishing the time and place of the first meeting of the District's Board, (4) finding and certifying that no registered voters reside within the District and that the owners of real property located within the District are the "qualified voters" pursuant to the Act and, therefore, that any election for the election of a board of directors of the District and for the imposition of a retail sales tax under and pursuant to Section 238.235, RSMo 2000 shall be conducted among all property owners within the District; (5) certifying for qualified voter approval a transportation development district retail sales tax of up to one percent (1%) on all retail sales subject to taxation under and pursuant to Sections 144.010 through 144.525, RSMo 2000, within the District for a period of up to 25 years; (6) ordering that the question of whether a sales tax of up to one percent (1%) should be imposed by the District for a period of up to 25 years be submitted to all property owners within the District for an election by unanimous petition under and pursuant to Sec. 238.216(1)(3); (7) Certifying the results of the retail sales tax election; and (8) for reimbursement of their costs by the District when formed, including attorney's fees, and for such other and further relief as the Court deems just and proper.

Respectfully submitted,

SPENCER FANE BRITT & BROWNE LLP

James W. Grice MO #41644
1000 Walnut Street, Suite 1400
Missouri City, Missouri 64106-2140
(816) 474-8100
(816) 474-3216 – Fax
jgrice@spencerfane.com
ATTORNEY FOR PETITIONER

Simmons Investments, Inc.

The undersigned _____, on behalf of Simmons Investments, Inc., on this _____ day of _____, 2007, an owner of property within the Harrisonville Market Place Transportation Development District A hereby petitions for the formation of the Harrisonville Market Place Transportation Development District A as set forth above in this Unanimous Petition of Property Owners for Formation of a Transportation Development District. The undersigned also acknowledges that his or her signature and consent may not be withdrawn for a period of 180 days after this Petition is signed.

Simmons Investment, Inc.

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2007, before me, a Notary Public in and for said state, personally appeared _____, _____ of Simmons Investments, Inc., a Kansas corporation, who after by me being first duly sworn upon his/her oath states that he/she has read the above and foregoing annexation petition and that the facts stated therein are true and correct according to the best of his/her knowledge, information, and belief.

Notary Public

Printed Name: _____

My Commission Expires:

EXHIBIT A - MAP OF BOUNDARIES

EXHIBIT B – LEGAL DESCRIPTION OF BOUNDARIES

LEGAL DESCRIPTION FOR THE HARRISONVILLE MARKET PLACE TRANSPORTATION DEVELOPMENT DISTRICT A

A06D2788

OCTOBER 12, 2006

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN IN HARRISONVILLE, CASS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4;

THENCE N 88°10'49" W ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 600.39 FEET;

THENCE S 02°08'11" W A DISTANCE OF 30.78 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY NO. 2, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

THENCE S 32°31'00" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 29.26 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH COMMERCIAL STREET;

THENCE S 01°56'49" E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 173.00 FEET;

THENCE S 43°19'11" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 56.43 FEET;

THENCE S 88°03'11" W CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 55.00 FEET;

THENCE S 01°56'49" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET;

THENCE N 88°03'11" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 55.00 FEET;

THENCE S 46°56'49" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 56.57 FEET;

THENCE S 01°56'49" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 410.00 FEET;

THENCE N 88°03'11" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 5.00 FEET;

THENCE S 01°56'49" E CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 63.23 FEET;

THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 3297.73 FEET, A CHORD BEARING OF S 04°54'01" E AND A CHORD DISTANCE OF 339.82 FEET, AN ARC LENGTH OF 339.97 FEET TO A POINT ON THE NORTH LINE OF A TRACT OF LAND AS DESCRIBED IN BOOK 2069, PAGE 174 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI;

THENCE N 88°10'53" W ALONG SAID NORTH LINE, A DISTANCE OF 176.34 FEET TO THE NORTHWEST CORNER OF SAID TRACT;

THENCE S 01°31'54" W ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 132.11 FEET TO A POINT ON THE NORTH LINE OF A 16 FOOT RIGHT-OF-WAY TO THE CITY OF HARRISONVILLE AS DESCRIBED IN BOOK 255, PAGE 418 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI;

THENCE N 88°10'53" W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 680.63 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE MISSOURI PACIFIC RAILROAD;

WA 879048.1

THENCE N 05°55'22" E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1076.24 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN BOOK 1617, PAGE 11 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI;
THENCE N 06°35'12" E CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID TRACT, A DISTANCE OF 202.22 FEET TO THE NORTHWEST CORNER OF SAID TRACT, SAID CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY NO. 2;
THENCE S 88°24'03" E ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE NORTHERLY LINE OF SAID TRACT, A DISTANCE OF 92.60 FEET;
THENCE S 45°13'01" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND SAID NORTHERLY LINE, A DISTANCE OF 55.00 FEET;
THENCE S 86°38'53" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND SAID NORTHERLY LINE, A DISTANCE OF 54.56 FEET;
THENCE S 88°20'19" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 85.45 FEET;
THENCE N 87°22'20" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 320.90 FEET;
THENCE N 01°39'41" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 16.00 FEET;
THENCE S 88°20'19" E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 56.96 FEET TO THE POINT OF BEGINNING.
CONTAINS 923,557 SF, 21.20 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

Together with;

Lots 1 - 6 Harrisonville Gateway, a subdivision of land in the City of Harrisonville, Cass County, Missouri.

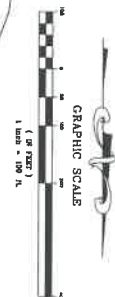
SAVE AND EXCEPT A TRACT OF LAND BEING A PART OF THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 44, RANGE 31 IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5;
THENCE ON AN ASSUMED BEARING OF S 88°10'49" E, ALONG THE NORTH LINE OF SAID LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5, A DISTANCE OF 600.39 FEET;
THENCE S 02°08'11" W A DISTANCE OF 30.78 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY NO. 2;
THENCE S 32°31'00" E A DISTANCE OF 29.26 FEET;
THENCE S 01°56'49" E, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF COMMERCIAL STREET (OLD HIGHWAY 71), A DISTANCE OF 173.0 FEET;
THENCE S 43°19'11" W A DISTANCE OF 56.43 FEET;
THENCE S 88°03'11" W A DISTANCE OF 55.00 FEET;
THENCE S 01°56'49" E, PARALLEL WITH SAID WEST RIGHT OF WAY LINE OF COMMERCIAL STREET, A DISTANCE OF 60 FEET;
THENCE N 88°03'11" E A DISTANCE OF 55.00 FEET;
THENCE S 46°56'49" E A DISTANCE OF 33.40 FEET;
THENCE S 88°03'11" W A DISTANCE OF 42.22 FEET;
THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 550.00 FEET, A CHORD BEARING OF N 85°59'16" W, A CHORD DISTANCE OF 114.20 FEET, AN ARC

DISTANCE OF 114.41 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;
THENCE S 01°49'07" W A DISTANCE OF 332.92 FEET;
THENCE S 43°10'53" E A DISTANCE OF 21.21 FEET;
THENCE S 88°10'53" E A DISTANCE OF 180.46 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF COMMERCIAL STREET;
THENCE S 01°56'49" E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 34.07 FEET;
THENCE N 88°10'53" W A DISTANCE OF 163.66 FEET;
THENCE N 84°04'38" W A DISTANCE OF 597.96 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE MISSOURI PACIFIC RAILROAD;
THENCE N 05°55'22" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 455.43 FEET TO THE APPROXIMATE CENTERLINE OF TOWN CREEK;
THENCE N 45°57'31" E ALONG SAID CENTERLINE, A DISTANCE OF 53.46 FEET;
THENCE CONTINUING ALONG SAID CENTERLINE, N 51°31'31" E A DISTANCE OF 109.77 FEET;
THENCE CONTINUING ALONG SAID CENTERLINE, N 59°03'11" E A DISTANCE OF 10.72 FEET;
THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING OF S 48°42'35" E, A CHORD DISTANCE OF 104.98 FEET, AN ARC DISTANCE OF 105.22 FEET;
THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET, A CHORD BEARING OF S 61°01'11" E, A CHORD DISTANCE OF 358.28 FEET, AN ARC DISTANCE OF 364.94 FEET TO THE POINT OF BEGINNING. CONTAINS 6.04 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

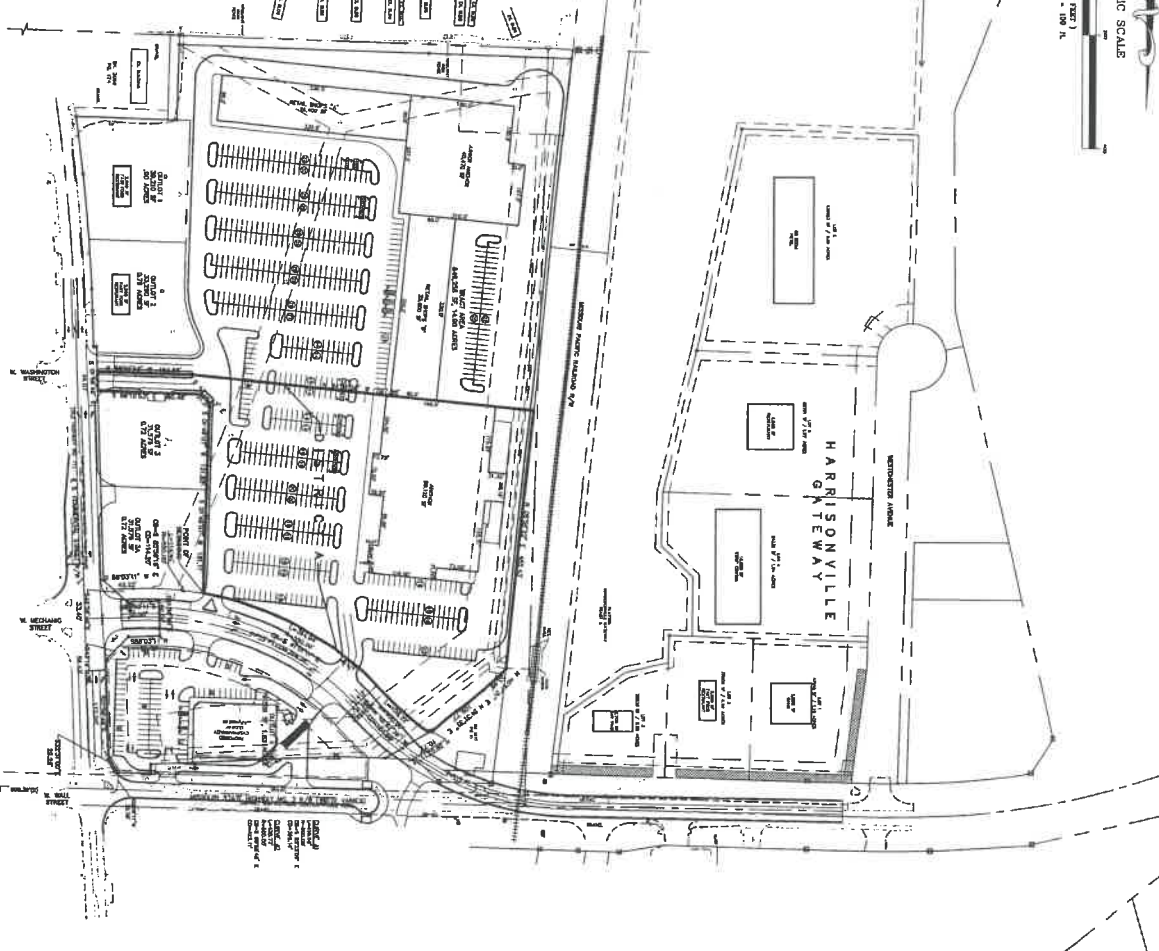
END OF DESCRIPTION

EXHIBIT C - DESCRIPTION OF PROJECTS

Project to consist of relocation of 900 feet of existing Missouri Highway 2, improvement to include widening and curb and gutter of 500 feet of Missouri Highway 2, signal modifications to existing signal at Mechanic Street and Commercial Street along with widening of portions of existing Commercial Street between the new center entrance and Wall Street.



PLATED THE DATA SECOND ADDITION



CALL BEFORE YOU DIG - DIAL - 811
MISSOURI ONE CALL SYSTEM, INC.

UTILITY STATEMENT:
THE UTILITIES AS SHOWN ON THIS DRAWING WERE
OBTAINED FROM THE MISSOURI ONE CALL SYSTEM, INC.
ON THE DATE OF THE SURVEY. THIS IS NOT GUARANTEED
TO BE THE COMPLETE INVENTORY OF
UTILITIES IN THIS AREA.

THIS DRAWING SHALL NOT BE USED BY ANY PERSON FOR ANY PURPOSES WITHOUT THE WRITTEN PERMISSION OF KAW VALLEY ENGINEERING, INC.

HARRISONVILLE MARKET PLACE TRANSPORTATION DEVELOPMENT DISTRICT HARRISONVILLE, MISSOURI	
DISTRICT A TDD EXHIBIT	
DATE	APR 27/08
DESIGNED BY	SKM
DRAWN BY	A. N. H.
CHECKED BY	SKM
SCALE	AS SHOWN
1 OF 2	0

2319 NORTH JACKSON
P.O. BOX 1304
JUNCTION CITY, KANSAS 66441
785-762-5040 FAX 785-762-7744
E-MAIL: kve@kve.com
WEB SITE: www.kve.com

KAW VALLEY ENGINEERING, INC. - CONSULTING ENGINEERS
Office: Junction City, Mo. Kansas City, Mo. Lenexa, Mo.

REV	DATE	DESCRIPTION	DSN	DWN	CHK
0	12-8-08	INITIAL ISSUE			

EXHIBIT E-2

Petition for Formation of a Transportation Development District
(remaining Redevelopment Area)

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI
SEVENTEENTH JUDICIAL CIRCUIT

SIMMONS INVESTMENTS, INC.

Petitioners,

vs.

Case No.: _____

THE MISSOURI HIGHWAYS &
TRANSPORTATION COMMISSION,

SERVE: Mari Ann Winter
Secretary, Missouri
Department of Transportation
105 Capital Avenue
P.O. Box 270
Jefferson City, Missouri 65102,

and

THE CITY OF HARRISONVILLE, MISSOURI,
a municipal corporation,

SERVE: Debbie Grant, City Clerk
300 E. Pearl Street
Harrisonville, Missouri 64701

Respondents.

**VERIFIED PETITION FOR FORMATION OF A
TRANSPORTATION DEVELOPMENT DISTRICT**

Petitioner Simmons Investments, Inc., pursuant to §§ 238.200, RSMo *et seq.*, for its Petition for Formation of a Transportation Development District, states as follows.

1. Petitioner Simmons Investments, Inc. is a Kansas Corporation in good standing with, and authorized to do business in, the state of Kansas.

2. Respondent, Missouri Highways & Transportation Commission, with an address of 105 Capital Avenue, P.O. Box 270, Jefferson City, Missouri 65102, is the "Commission", as

indicated or contemplated under § 238.207.4(2), RSMo.

3. Respondent City of Harrisonville, Missouri (the “City”), with an address of 300 E. Pearl St., Harrisonville, Missouri 64701, is the affected local transportation authority within the proposed district, as indicated or contemplated under § 238.207.4(2), RSMo.

4. Jurisdiction is proper in this Court pursuant to § 238.207.1, RSMo.

5. Venue is proper in this Court pursuant to § 238.207.1, RSMo, in that the proposed district lies entirely within Cass County, Missouri.

6. There are no persons eligible to be registered voters residing within the proposed district.

7. The name of the proposed district is the Harrisonville Market Place Transportation Development District B (the “District”).

8. The property to be included in the proposed District (the "Property") is non contiguous and consists of three parcels of real estate.

9. A map illustrating the boundaries of the District is attached hereto as **Exhibit “A”** and is incorporated herein by reference. The specific description of the proposed boundaries of the District is attached hereto as **Exhibit “B”** and is incorporated herein by reference.

10. Further, (a) this District is sought to be formed pursuant to a petition filed by the owners of record of all the real property located within the proposed district, (b) this petition provides that the only funding method for project costs will be a sales tax, (c) all of the real property located within the proposed District will benefit by the projects to be undertaken by the district and (d) each parcel within the proposed District is within five miles of every other parcel of the proposed District.

11. The general location and description of the improvements that Petitioner proposes the District undertake are attached hereto as **Exhibit “C”**.

12. The board of directors of the District (the “Board”) shall be comprised of five (5) members.

13. The terms of office of the members of the Board shall be staggered in approximately equal numbers to expire in one, two, or three years.

14. Petitioners propose that the District be funded by imposing a sales tax on all retail sales made within the District which are subject to taxation pursuant to §§ 144.010 to 144.525, RSMo, except as provided by § 238.235, RSMo, but in any case in a manner consistent with § 238.207.4(9), RSMo.

15. The District does not constitute an undue burden on any owner of property within the District and is not unjust, unreasonable, unlawful, or unconstitutional.

WHEREFORE, the Petitioner has executed this Unanimous Petition of Property Owner for formation of the Harrisonville Market Place Transportation Development District B as of _____, 2007, as set forth on the following signature pages of this Unanimous Petition. Petitioner prays for this Court’s order: (1) forming the District, (2) establishing the time and place of the first meeting of the owners of all of the real property located within the District, (3) establishing the time and place of the first meeting of the District’s Board, (4) finding and certifying that no registered voters reside within the District and that the owners of real property located within the District are the “qualified voters” pursuant to the Act and, therefore, that any election for the election of a board of directors of the District and for the imposition of a retail sales tax under and pursuant to Section 238.235, RSMo 2000 shall be conducted among all property owners within the District; (5) certifying for qualified voter approval a transportation development district retail sales tax of up to

one percent (1%) on all retail sales subject to taxation under and pursuant to Sections 144.010 through 144.525, RSMo 2000, within the District for a period of up to 25 years; (6) ordering that the question of whether a sales tax of up to one percent (1%) should be imposed by the District for a period of up to 25 years be submitted to all property owners within the District for an election by unanimous petition under and pursuant to Sec. 238.216(1)(3); (7) Certifying the results of the retail sales tax election; (8) Finding and certifying that (i) the district is being formed pursuant to a petition filed by the owners of record of all the real property located within the proposed district, (ii) that the only funding method for project costs will be a sales tax, (iii) that all of the real property located within the proposed district will benefit by the projects to be undertaken by the district, and (iv) that each parcel within the proposed district is within five miles of every other parcel of the proposed district. and (9) for reimbursement of their costs by the District when formed, including attorney's fees, and for such other and further relief as the Court deems just and proper.

Respectfully submitted,

SPENCER FANE BRITT & BROWNE LLP

James W. Grice MO #41644

1000 Walnut Street, Suite 1400

Missouri City, Missouri 64106-2140

(816) 474-8100

(816) 474-3216 – Fax

WA 880333-1

jgrice@spencerfane.com

ATTORNEY FOR PETITIONER

Simmons Investments, Inc.

The undersigned _____, on behalf of Simmons Investments, Inc., on this _____ day of _____, 2007, an owner of property within the Harrisonville Market Place Transportation Development District B hereby petitions for the formation of the Harrisonville Market Place Transportation Development District B as set forth above in this Unanimous Petition of Property Owners for Formation of a Transportation Development District. The undersigned also acknowledges that his or her signature and consent may not be withdrawn for a period of 180 days after this Petition is signed.

Simmons Investment, Inc.

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2007, before me, a Notary Public in and for said state, personally appeared _____, _____ of Simmons Investments, Inc., a Kansas corporation, who after by me being first duly sworn upon his/her oath states that he/she has read the above and foregoing annexation petition and that the facts stated therein are true and correct according to the best of his/her knowledge, information, and belief.

Notary Public

Printed Name: _____

My Commission Expires:

EXHIBIT A - MAP OF BOUNDARIES

EXHIBIT B – LEGAL DESCRIPTION OF BOUNDARIES

A06D2788

DEC 6, 2006

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PART OF THE EAST HALF OF LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 44, RANGE 31 IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5;

THENCE ON AN ASSUMED BEARING OF S 88°10'49" E, ALONG THE NORTH LINE OF SAID LOT 4 OF THE NORTHEAST QUARTER OF SECTION 5, A DISTANCE OF 600.39 FEET;

THENCE S 02°08'11" W A DISTANCE OF 30.78 FEET TO A POINT ON THE SOUTH RIGHT-OF- WAY LINE OF MISSOURI STATE HIGHWAY NO. 2;

THENCE S 32°31'00" E A DISTANCE OF 29.26 FEET;

THENCE S 01°56'49" E, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF COMMERCIAL STREET (OLD HIGHWAY 71), A DISTANCE OF 173.0 FEET;

THENCE S 43°19'11" W A DISTANCE OF 56.43 FEET;

THENCE S 88°03'11" W A DISTANCE OF 55.00 FEET;

THENCE S 01°56'49" E, PARALLEL WITH SAID WEST RIGHT OF WAY LINE OF COMMERCIAL STREET, A DISTANCE OF 60 FEET;

THENCE N 88°03'11" E A DISTANCE OF 55.00 FEET;

THENCE S 46°56'49" E A DISTANCE OF 33.40 FEET;

THENCE S 88°03'11" W A DISTANCE OF 42.22 FEET;

THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 550.00 FEET, A CHORD BEARING OF N 85°59'16" W, A CHORD DISTANCE OF 114.20 FEET, AN ARC DISTANCE OF 114.41 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

THENCE S 01°49'07" W A DISTANCE OF 332.92 FEET;

THENCE S 43°10'53" E A DISTANCE OF 21.21 FEET;

THENCE S 88°10'53" E A DISTANCE OF 180.46 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF COMMERCIAL STREET;

THENCE S 01°56'49" E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 34.07 FEET;

THENCE N 88°10'53" W A DISTANCE OF 163.66 FEET;

THENCE N 84°04'38" W A DISTANCE OF 597.96 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE MISSOURI PACIFIC RAILROAD;

THENCE N 05°55'22" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 455.43 FEET TO THE APPROXIMATE CENTERLINE OF TOWN CREEK;

THENCE N 45°57'31" E ALONG SAID CENTERLINE, A DISTANCE OF 53.46 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE, N 51°31'31" E A DISTANCE OF 109.77 FEET;

WA 880333-1

THENCE CONTINUING ALONG SAID CENTERLINE, N 59°03'11" E A DISTANCE OF 10.72 FEET;

THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING OF S 48°42'35" E, A CHORD DISTANCE OF 104.98 FEET, AN ARC DISTANCE OF 105.22 FEET;

THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET, A CHORD BEARING OF S 61°01'11" E, A CHORD DISTANCE OF 358.28 FEET, AN ARC DISTANCE OF 364.94 FEET TO THE POINT OF BEGINNING. CONTAINS 6.04 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.
END OF DESCRIPTION

EXHIBIT C - DESCRIPTION OF PROJECTS

Project to consist of relocation of 900 feet of existing Missouri Highway 2, improvement to include widening and curb and gutter of 500 feet of Missouri Highway 2, signal modifications to exiting signal at Mechanic Street and Commercial Street along with widening of portions of existing Commercial Street between the new center entrance and Wall Street.

[illegible]

EXHIBIT F

Special District Contract

COOPERATIVE AGREEMENT

AMONG

THE CITY OF HARRISONVILLE, MISSOURI,

and

**THE HARRISONVILLE MARKETPLACE
TRANSPORTATION DEVELOPMENT DISTRICT ____.**

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COOPERATIVE AGREEMENT

This Cooperative Agreement (the "Agreement") is entered into on the ____ day of _____, 2007, **THE CITY OF HARRISONVILLE, MISSOURI** (the "City"), a Missouri municipal corporation and political subdivision, and **HARRISONVILLE MARKET PLACE TRANSPORTATION DEVELOPMENT DISTRICT** ____ (the "District"), a Missouri transportation development district and political subdivision, which is the last date that either of the two (2) parties hereto execute this Agreement.

RECITALS

A. By Ordinance No. _____, adopted by the Board of Aldermen on _____, 2007, the City approved the Harrisonville Towne Center Tax Increment Financing Plan ("TIF Plan"), established a Redevelopment Area, declared the Redevelopment Area as a Blighted Area, and selected Simmons Investments, Inc. (the "Developer") to implement the Redevelopment Plan. The purpose of the TIF Plan is to devote Economic Activity Taxes and Payments in Lieu of Taxes to the removal of blighted conditions and the redevelopment of the property included in the Redevelopment Area.

B. By Ordinance No. _____, adopted by the Board of Aldermen on _____, 2007, the City approved the Tax Increment Financing Redevelopment Agreement ("TIF Agreement") between the Developer and the City and authorized the Mayor of the City to enter into the TIF Agreement with the Developer for the implementation of Redevelopment Project I as described in the TIF Plan.

C. On _____, 2007, the Developer and the City entered into the TIF Agreement, agreeing to the terms and conditions pursuant to which the Developer's obligations

to construct Redevelopment Project I would be carried out and providing for the formation of the District.

D. Pursuant to the TIF Agreement, the City and the Developer agreed that the Developer would take all necessary actions to form the District and to cause the District's board of directors to enter into a cooperative agreement with the City.

E. The District was formed on _____, _____, by virtue of the Judgment entered by the Circuit Court of Cass County, Missouri as Case Number _____. The stated purpose of the District is to undertake the District Projects.

F. The District has imposed the District Sales Tax at the rate of one percent (1%) on retail sales in accordance with the TDD Act. The District Sales Tax is imposed and collected within the boundaries of the District, which overlaps the Redevelopment Area.

G. The District is authorized in accordance with the provisions of the TDD Act to perform all functions incident to the administration, collection, enforcement, and operation of the District Sales Tax.

H. The District is authorized in accordance with the provisions of the TDD Act to contract with the City as a political subdivision and a local transportation authority to assist in operating and financing the District Projects.

I. The District desires to contract with the City for the City to perform the functions of administering, collecting and enforcing the District Sales Tax.

AGREEMENT

ARTICLE I

RULES OF INTERPRETATION AND DEFINITIONS

Section 1.01 Rules of Interpretation.

A. All exhibits attached to and referenced in this Agreement are expressly incorporated into this Agreement by such reference.

B. Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Agreement:

- (1) The terms defined in this Agreement which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with Section 10.04 of this Agreement.
- (2) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, section, subsection and exhibit references are to this Agreement unless otherwise specified. Whenever an item or items are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.
- (3) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

- (4) The table of contents, captions and headings of each part, section or subsection in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 1.02 Definition of Words and Terms.

In addition to the words and terms defined elsewhere in this Agreement, the following capitalized words and terms, as used in this Agreement, shall have the meanings described below.

A. "Administrative Fee": That amount of the District Sales Tax Revenue that the City shall receive as compensation for performing the duties of collecting the District Sales Tax, pursuant to Section 2.02 of this Agreement.

B. "Board of Aldermen": The governing body of the City.

C. "City": The City of Harrisonville, Missouri.

D. "City Code": The Code of Ordinances of the City of Harrisonville, Missouri.

E. "Code": The Internal Revenue Code.

F. "Cooperative Agreement" or "Agreement": This cooperative agreement.

G. "Costs of Formation": Actual, reasonable costs and expenses approved by the City, which are incurred by the District or the Developer, to obtain circuit court approval of formation of the District and the imposition of the District Sales Tax, including but not limited to attorneys' and other professional service fees and expenses of filing and defending the petition and to call and hold the election for the District Sales Tax, including all publication and incidental costs related to any of the aforementioned activities.

H. "Developer": Simmons Investments, Inc., and its successors and assigns.

I. "District": The Harrisonville Marketplace Transportation Development District No. ___, a Missouri transportation development district and political subdivision of the State of Missouri.

- (1) "District Projects": Those projects listed in the Petition for Formation of a Transportation Development District, a copy of which is attached hereto as **Exhibit A**, and which are set forth more specifically in Exhibit C to said Petition, and such other projects as may be approved in accordance with this Agreement.

J. "District Sales Tax": The sales tax levied by the District on retail sales within its boundaries pursuant to the TDD Act in the amount of one percent (1%).

K. "District Sales Tax Revenues": Monies actually collected, pursuant to this Agreement and the TDD Act, from the imposition of the District Sales Tax.

L. "Economic Activity Taxes": Economic Activity Taxes, as defined by the TIF Act and captured by the TIF Plan.

M. "Enforcement Funds": The funds defined in Section 2.03.B of this Agreement.

N. "Event of Default": Any event specified in Section 7.01 of this Agreement.

O. "Improvement Costs": All actual and reasonable costs and expenses approved by the City, which approval shall not be unreasonably withheld, which are incurred with respect to construction of the District Projects, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and material men in connection with the construction contracts awarded in connection with the District Projects, plus all actual and reasonable costs to plan, finance, develop, design and acquire the District Projects, including but not limited to the following:

- (1) actual and reasonable costs of issuance and capitalized interest, if any, for any TDD Obligations issued by the District to finance the District Projects;
- (2) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the construction of the District Projects and all actual and reasonable costs for the oversight of the completion of the District Projects including overhead expenses of the District for administration, supervision and inspection incurred in connection with the District Projects; and
- (3) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the District Projects and which may lawfully be paid or incurred by the District under the TDD Act.

P. "MoDOT": The Missouri Department of Transportation and/or the Missouri Highways and Transportation Commission.

Q. "Operating Costs": Actual, reasonable overhead expenses approved by the City, which approval shall not be unreasonably withheld, which are necessary for the administration of the District, in accordance with the District's annual budget.

R. "Payments in Lieu of Taxes": Incremental taxes paid on account of real estate tax assessments as provided and defined in the TIF Act and the TIF Plan.

S. "Public Works Department": The Public Works Department of the City.

T. "Redevelopment Area": The Redevelopment Area established under the TIF Plan.

U. "Redevelopment Project": The redevelopment project to be constructed by the Developer pursuant to the TIF Plan and the TIF Agreement.

V. "Reimbursement Agreement": That agreement between the District and the Developer, attached hereto as Exhibit C, pursuant to which the District agrees to reimburse the Developer actual and reasonable costs for expenditures made on behalf of the District, including Costs of Formation, Improvements Costs and Operating Costs.

W. "Reimbursement Agreement Costs": Actual and reasonable costs for expenditures made by the Developer on behalf of the District, including Costs of Formation, Improvement Costs and Operating Costs, and which may be reimbursed pursuant to the terms of this Agreement and the Reimbursement Agreement.

X. "Special Allocation Fund": The fund created pursuant to the TIF Act for the TIF Plan into which the City deposits Economic Activity Taxes and Payments in Lieu of Taxes pursuant to the TIF Plan.

Y. "TDD Act": The Missouri Transportation Development District Act, Section 238.200, *et. seq.*, of the Revised Statutes of Missouri (2000, as amended).

Z. "TDD Obligations": bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the District.

AA. "TIF Act": The Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, *et. seq.*, of the Revised Statutes of Missouri (2000, as amended).

BB. "TIF Agreement": Defined above in the RECITALS, paragraph B.

CC. "Developer": Defined above in the RECITALS, paragraph A.

DD. "TIF Plan": Defined above in the RECITALS, paragraph A.

EE. "TIF Revenue": Economic Activity Taxes and Payments in Lieu of Taxes.

FF. "Trust Indenture": A Trust Indenture between the District and the Trustee, executed in connection with the issuance of TDD Obligations, if any.

GG. "Trustee": The Trustee, and its successor or successors and their respective assigns, as defined in a Trust Indenture, if any.

ARTICLE II

COLLECTION OF FUNDS

Section 2.01 Collection of District Sales Tax.

The City agrees to perform for the District, all functions incident to the administration, collection, and enforcement of the District Sales Tax, pursuant to the TDD Act and this Agreement. The District shall enact a resolution in substantial compliance with the resolution attached to this Agreement as Exhibit B. The District Sales Tax shall be collected and reported upon such forms and under the administrative rules and regulations prescribed by the District, attached hereto as Exhibit B. The District Sales Tax Revenues shall be deposited by the City in accordance with Exhibit B. Neither the District nor the City shall amend the forms, or the administrative rules and regulations prescribed in Exhibit B, without the other party's consent, which consent shall not be unreasonably withheld.

Section 2.02 Administrative Fee for Collection of District Sales Tax.

The City shall receive an Administrative Fee for collecting and administering the District Sales Tax in the amount of one percent (1%) of the total District Sales Tax Revenues. In the event that the one percent (1%) Administrative Fee does not fully reimburse the City for actual costs and expenses incurred in fulfilling its obligations associated with collection of the District Sales Tax Revenue pursuant to this Agreement, then the City shall receive reimbursement for such actual

costs; provided, however, that the right to recover such actual costs and expenses in excess of the Administrative Fee shall be subordinate to the payment of debt service on TDD Obligations, if any, issued by the District to finance the District Projects.

Section 2.03 Enforcement of the District Sales Tax.

A. The District authorizes the City, to the extent permitted by law, to take all actions necessary for collection and enforcement of the District Sales Tax. The City may, in its own name or in the name of the District, prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of the District Sales Tax. The District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request. The cost and expense of such actions, shall be paid from the Enforcement Funds.

B. In addition to the cost of administering the District Sales Tax, the City shall be entitled to retain and maintain from District Sales Tax Revenues One Thousand and no/100 dollars (\$1,000.00) to fund litigation, prosecution or defense of enforcement and collection of the District Sales Tax, which shall be maintained by the City in an account as the "Enforcement Funds", with earnings thereon deposited to the credit of the Enforcement Funds account. The City may use the Enforcement Funds to pay actual, reasonable costs and expenses associated with enforcing collection of the District Sales Tax, including but not limited to auditing services, collection agency services and attorneys fees. The City may deduct sufficient funds from the District Sales Tax Revenues each month to maintain a balance of One Thousand and no/100 dollars (\$1,000.00) in Enforcement Funds as provided in Section 2.04.C.

Section 2.04 Distribution of the District Sales Tax.

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 the District Sales Tax Revenues received in the preceding month in the following order of priority:

A. The City shall deduct one percent (1%) of the total District Sales Tax collected each month, for its Administrative Fee.

B. Pursuant to the TIF Act and the TIF Plan, as amended, one-half (1/2) of the District Sales Tax which is generated within the Redevelopment Area will be captured as Economic Activity Taxes and deposited by the City into the Special Allocation Fund.

C. The City shall deduct sufficient funds, if any, to maintain a balance of One Thousand and no/100 dollars (\$1,000.00) in Enforcement Funds.

D. If TDD Obligations have been issued, the City shall transfer the remaining District Sales Tax to the Trustee for distribution in accordance with the Trust Indenture.

E. If TDD Obligations have not been issued, the City shall deposit the remaining District Sales Tax in a special trust account established by the City for payment of Improvement Costs and such other costs incurred by the District and approved by the City in accordance with the terms of this Agreement.

Section 2.05 Reserved.

Section 2.06 Records of the District Sales Tax.

The City shall keep accurate records of the District Sales Tax due and collected. Any City records pertaining to the District Sales Tax shall be provided to the District upon written request of the District, as permitted by law.

Section 2.07 Repeal of the District Sales Tax.

The District shall notify the City at least thirty (30) days in advance of the satisfaction in full of all outstanding obligations of the District and the completion of all projects authorized or to be authorized by the District. Upon full satisfaction of all obligations of the District and the completion of all projects authorized or to be authorized by the District, including, but not limited to the repayment of any TDD Obligations that may be issued, the District shall notify the City of such satisfaction and completion. If the City consents and does not identify additional projects to benefit the District, the District will implement the procedures in the TDD Act for repeal of the District Sales Tax and abolishment of the District; provided, however, the District shall not implement the procedures for repeal or modification of the District Sales Tax and abolishment of the District if 1) any District Sales Tax Revenue is due to the City for outstanding Administrative Fees or Enforcement Funds; 2) any of the District Projects are not yet finally complete; 3) any of the Improvement Costs have not been fully paid; 4) if the District, with the prior written consent of the City, has approved another project pursuant to the TDD Act; 5) all obligations of the Developer under the TIF plan are not satisfied; or 6) the City does not consent to repeal of the District Sales Tax and has identified additional projects to benefit the District. The City's obligation to perform for the District all functions incident to the administration, collection, enforcement and operation of the District Sales Tax shall terminate concurrent with the repeal of the District Sales Tax. Upon repeal of the District Sales Tax, the City shall:

A. Retain the City's Administrative Fee and any Enforcement Funds to which it is entitled in accordance with this Agreement.

B. Retain any remaining District Sales Tax 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 TDD Act.

ARTICLE III
DESIGN AND CONSTRUCTION OF DISTRICT PROJECTS

Section 3.01 Selection of Engineering Firm.

The District shall select an engineering firm, which shall be reasonably approved by the Public Works Department, to design the District Projects, or portions of the District Projects which are approved by the City for separate design contracts. The scope of services to be performed by such engineering firm selected and the contract for services between the District and the engineering firm shall be reasonably approved by the Public Works Department. The City may elect to approve the use of the engineering firm selected by the Developer to design other improvements pursuant to the TIF Plan.

Section 3.02 Timing of Design.

Once an engineering firm is selected, and the scope of services defined, in accordance with Section 3.01, the District may authorize the engineering firm to begin design of all, or a portion of, the District Projects, as approved by the Public Works Department.

Section 3.03 Approval of Preliminary Plans and Specifications.

Once completed, the District shall submit preliminary plans and specifications for the District Projects to the Public Works Department for approval. Unless otherwise agreed upon by the parties, the Public Works Department shall within thirty (30) days after receiving the preliminary plans and specifications approve such preliminary plans and specifications or provide written comments concerning required changes. If the Public Works Department provides written comments concerning required changes, the District shall then cause the preliminary plans and specifications to be changed in accordance with the Public Works Department's comments and resubmit the preliminary plans and specifications in accordance with this section or finalize the plans and specifications as approved. Review and approval of the plans and specifications for

the District Projects shall not constitute acceptance of maintenance and ownership obligations of the District Projects by the City except as set forth in Sections 3.07 and 4.01 of this Agreement.

Section 3.04 Approval Prior to Construction.

Construction of all, or a portion of, the District Projects shall not commence until an appropriate construction permit is issued by the City.

Section 3.05 Construction of District Projects.

Following approval of plans and specifications for all or a portion of the District Projects, the District will solicit bids for construction of all, or the applicable portion, of the District Projects. All bids received will be submitted to the Public Works Department for review and comment. Selection of the lowest and best bid and the awarding of the contract to construct all or any portion of the District Projects by the District shall be subject to the reasonable approval of the Public Works Department.

Section 3.06 Completion of Construction.

Upon completion of all or any portion of the District Projects, the District shall deliver to the City a completion certificate signed by a representative of the engineering firm selected pursuant to Section 3.01, certifying that (1) the District Projects have been completed in accordance with the final plans and specifications as approved by the Public Works Department in accordance with this Agreement, and (2) all sums due to the contractor have been paid. The District shall provide, prior to construction, such payment and performance bonds as required by the City Code, and the District shall, following completion of construction, obtain from the contractor and assign to the City (with the consent of the contractor) such warranties and guarantees as City shall normally obtain in its public improvement projects.

Section 3.07 Acceptance of District Projects.

Following receipt of a completion certificate and prior to accepting all or any portion of the District Projects following construction, the District shall obtain the approval of the Public Works Department. The parties acknowledge that certain elements of the District Projects may not be included if the City were paying for and constructing the District Projects. Approval of the plans and specifications by the Public Works Department shall constitute acceptance of responsibility for maintenance by the City only of those elements of the District Projects that the City agrees to maintain. City approval of those elements of the District Projects that the City does not agree to maintain shall not constitute acceptance of responsibility for maintenance of those District Project elements. Maintenance and operation of those elements of the District Projects for which the City does not accept maintenance or ownership obligations under this Agreement shall be mutually agreed upon by the City and the District prior to acceptance of the applicable District Project by the Public Works Department pursuant to this Section.

ARTICLE IV

OWNERSHIP AND MAINTENANCE OF DISTRICT PROJECTS

Section 4.01 Title to District Projects.

Except as provided in Section 3.07 of this Agreement, title to all District Projects shall be vested in the City as and when they are completed. The District shall not assign, transfer, lease or otherwise dispose of any interest in the District Projects without first obtaining the prior written consent of the City, except for the assignment to the Trustee of any TDD Obligations issued to finance construction of all or part of the District Projects.

Section 4.02 Maintenance of District Projects.

In consideration of the administration and financing of the construction of the District Projects by the District, the City shall at all times be responsible for maintenance of those elements of the District Projects accepted by the City pursuant to Section 3.07 following approval by the Public

Works Department of construction and assignment or confirmation of all required warranties and guarantees, and the District shall have no obligation with respect thereto.

Section 4.03 Insurance Requirements.

A. The District agrees that it will require each contractor to maintain insurance in a form and amount approved by the City, and that the City shall be named as an additional insured under each such policy so maintained. Each contractor shall, on request, be required to provide the District or its assignees a complete copy of each policy or a certificate thereof which shows that such policies are in full force and effect and that the City is named as an additional insured thereunder.

B. The District shall maintain throughout the term of this Agreement a policy of insurance to cover the exceptions for sovereign and governmental immunity set forth in Section 537.600 of the Revised Statutes of Missouri in the maximum amounts set forth in Section 537.610 of the Revised Statutes of Missouri. The District shall provide a certificate of such policy to the City, evidencing that the City is named as an additional insured party.

ARTICLE V
FINANCING DISTRICT PROJECTS

Section 5.01 District Sales Tax.

The District shall impose the District Sales Tax within the boundaries of the District, the proceeds of which shall be distributed in accordance with the provisions of Section 2.04 of this Agreement.

Section 5.02 Reimbursement of Prior Expenditures.

A. Costs of Formation. The Developer has incurred Costs of Formation. For the purpose of reimbursing the Developer for the Costs of Formation, the Developer may be reimbursed from District Sales Tax Revenues or upon the issuance of TDD Obligations, a

portion of the proceeds of the TDD Obligations shall be used, in accordance with Section 5.05 of this Agreement, for the purpose of reimbursing the Developer for the Costs of Formation. This reimbursement request shall be subject to prior approval by the City in accordance with Section 5.02.E of this Agreement.

B. Construction Costs. To the extent that the Developer has incurred costs for construction of a portion of the District Projects, and such costs are approved by the City in accordance with this Agreement, the Developer may be reimbursed from District Sales Tax Revenues or upon the issuance of TDD Obligations, a portion of the proceeds of the TDD Obligations shall be used, in accordance with Section 5.05 of this Agreement, for the purpose of reimbursing to the Developer the Improvement Costs which have been approved and contracted in accordance with the terms of Article III of this Agreement. This reimbursement request shall be subject to prior approval by the City in accordance with Section 5.02.E of this Agreement.

C. Reimbursement Agreement Costs. The Developer has incurred or may incur Reimbursement Agreement Costs on behalf of the District. The Developer may be reimbursed from District Sales Tax Revenues, paid to the District in accordance with any Trust Indenture, for Reimbursement Agreement Costs in accordance with the terms of this Agreement and the terms of the Reimbursement Agreement attached hereto as Exhibit C. The Reimbursement Agreement shall not be amended without the consent of the City. This reimbursement request shall be subject to prior approval by the City in accordance with Section 5.02.E of this Agreement.

D. Operating Costs. The Developer may advance funds to pay Operating Costs of the District in its first fiscal year and each subsequent fiscal year, in accordance with the District's annual budget, until there are sufficient District Sales Tax Revenues paid to the District, in

accordance with any Trust Indenture, to fund the District's annual budget. In no event shall the District incur more than the budgeted amount in any fiscal year for Operating Costs of the District, without the prior consent of the City, which consent shall not be unreasonably withheld, if the District demonstrates that the expenditures serve a legitimate District purpose. Operating Costs, to the extent advanced by the Developer, shall be reimbursed to the Developer by the District, from District Sales Tax Revenues paid to the District, in accordance with any Trust Indenture. This reimbursement request shall be subject to prior approval by the City in accordance with Section 5.02.E of this Agreement.

E. Reimbursement Procedure. Expenditures to be reimbursed pursuant to this Section 5.02 shall be submitted in writing by the District or the Developer to the City's Finance Director for City approval prior to reimbursement. The Finance Director shall review, verify and confirm the information included in the written request for reimbursement. The Finance Director may request additional documentation of reimbursement requests, within thirty (30) days of receipt of written request for reimbursement. If the City determines that the request accurately reflects reasonable reimbursable prior expenses, City shall approve the request. If the City has not requested additional documentation within thirty (30) days of receipt of a written request for reimbursement and the City has not approved or denied the written request for reimbursement within ninety (90) days of receipt of a written request for reimbursement, the request for reimbursement shall be deemed approved.

Section 5.03 Annual Budget and Payment of Operating Costs as Incurred.

A. Annual Budget. The fiscal year of the District shall be based on the calendar year. For each fiscal year of the District, the District shall, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, submit a

proposed budget for the upcoming fiscal year to the City Finance Director for review and approval. Each budget for the District shall generally be prepared in accordance with all applicable state statutes including Section 67.010 RSMo (2000, as amended). The District shall adopt an annual budget no later than thirty (30) days prior to the first day of each fiscal year.

B. Payment of Operating Costs. The proposed and actual expenditures of the District for Operating Costs shall not exceed the budgeted amounts in any fiscal year, without the City's consent, which consent shall not be unreasonably withheld, so long as the District demonstrates that the expenditures serve a legitimate District purpose. District Sales Tax Revenues, paid by the Trustee to the District, pursuant to the Trust Indenture, may be used to fund Operating Costs, in accordance with the District's annual budget, upon approval by the City of such Operating Costs, which approval will not be unreasonably withheld. Operating Costs shall be submitted in writing by the District to the City's Department of Financial Services for City approval prior to payment. The Finance Director shall review, verify and confirm the information included in the written request for approval. The Director of Financial Services may request additional documentation of Operating Costs, within thirty (30) days of receipt of written request for approval. If the City determines that the request accurately reflects reasonable reimbursable expenses, City shall approve the request. If the City has not requested additional documentation within thirty (30) days of receipt of a written request for approval and the City has not approved or denied the written request for approval within ninety (90) days of receipt of a written request for approval, the request for approval shall be deemed approved. The City's approval prior to payment is not required for de minimis expenditures of Five Hundred and no/100 dollars (\$500.00) or less, where there is no intent to avoid the terms of this Agreement by dividing one expenditure into several de minimis expenditures. The City may give its approval in writing at

the beginning of the fiscal year to the expenditure of funds, for individual Operating Costs that are: 1) budgeted as a line item in the District's annual budget; 2) are regularly occurring Operating Costs as determined by the Finance Director; 3) are documented, to the satisfaction of the City, as reasonable expenditures based on quotes or prior, similar expenditures by the District; and 4) are within the amount budgeted for that line item. In the event that specific budget approval has been given by the City, additional written approvals by the City are not required.

C. New Projects. Upon satisfaction in full of all outstanding obligations of the District, the District may use District Sales Tax Revenue, as such revenues are available, to pay Improvement Costs for new District projects which have been determined by the Board of Aldermen to be necessary and approved and contracted in accordance with the terms of Article III of this Agreement. The District shall not undertake new District projects without the prior approval of the Board of Aldermen. Payments due to the City pursuant to the priority established in Section 2.04 for Administrative Fees and Enforcement Funds shall take priority over any costs associated with new District projects.

Section 5.04 Issuance of TDD Obligations – District Responsibilities.

A. Issuance of TDD Obligations. At such time as the District is able to attract buyers for TDD Obligations issued by the District to finance the reimbursement of previously-paid Improvement Costs for District Projects and/or the construction of new District Projects in accordance with contracts approved under the provisions of Article III of this Agreement, and at such time as the Condition Precedent set forth in subparagraph B of this Section 5.04, the District may issue TDD Obligations for the purpose of funding all, or an appropriate portion of, the Improvement Costs. The TDD Obligations shall be the obligation and responsibility of the

District and the City shall have no responsibility for the TDD Obligations. The TDD Obligations shall not be a debt or general obligation of the City, as that term is used and defined in the Constitution and Statutes of the State of Missouri. The terms and conditions of the TDD Obligations, including interest rate, costs of issuance and other costs, shall be subject to approval by the City, which approval shall not be unreasonably withheld.

B. Condition Precedent. The District shall not issue any TDD Obligations until approval of the TDD Obligation issuance by the City, which approval may be granted or withheld in the sole and absolute discretion of the City.

Section 5.05 Use of TDD Obligation Proceeds.

A. The net proceeds of the sale of any TDD Obligations shall be paid over to the Trustee for the account of the District to pay all costs of issuance, to fund the project fund, the debt service reserve fund, and a capitalized interest fund, if any, and any other funds or accounts as authorized by the City and the District.

B. Funds deposited in the project fund shall be disbursed by the Trustee upon receipt by the Trustee of a request from the District at least two (2) business days prior to the date on which such funds are required to pay Improvement Costs which have been approved for payment by the District and the City.

C. Until such funds are requested by the District, the Trustee shall invest and reinvest money in the project fund in permissible investments under the Trust Indenture. Any earnings on such investments shall be deposited in the project fund and may be disbursed by the Trustee to pay or reimburse Improvement Costs upon receipt of a request in accordance with this Agreement.

D. Upon the receipt of a completion certificate, if applicable, pursuant to Section 3.06 of this Agreement, for District Projects funded with the proceeds of the series of TDD Obligations issued by the District, and verification that Improvement Costs related to a series of TDD Obligations have been paid, the District shall deliver to the Trustee a certificate in writing, stating that the applicable Improvement Costs have been paid in full. Upon receipt of such certificate by the Trustee, and written acceptance by the City of the certifications in such certificate, any money then held by the Trustee in the project fund shall be transferred by the Trustee to the debt service fund to be used for the payment of principal of and redemption premium, if any, on the TDD Obligations through the payment or redemption thereof at the earliest permissible date under the Trust Indenture.

ARTICLE VI

SPECIAL COVENANTS

Section 6.01 Records of the District.

The District shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish to the City, the original purchasers of any TDD Obligations, the Trustee, the trustee of any subsequently issued TDD Obligations, and to any requesting owner or owners of ten percent (10%) or more in aggregate principal amount of the TDD Obligations then outstanding, such information as they may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to enable such parties to determine whether the covenants, terms and provisions of this Agreement have been met. In addition, the District shall furnish annual audited financial statements to the City for each fiscal year no later than June 30th following the end of such fiscal year. For that purpose, all pertinent books, documents and

vouchers relating to its business, affairs and properties shall at all times during regular business hours be open to the inspection of such accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

Section 6.02 Records of the City.

The City shall keep and maintain adequate records pertaining to disbursements for reimbursement or payment of the costs of public improvements and/or debt service on TDD Obligations. Such records shall be available for inspection by the District and the Trustee of any outstanding TDD Obligations upon reasonable notice.

Section 6.03 Tax Covenants.

A. The parties covenant and agree that they will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on any TDD Obligations under Section 103 of the Code. The parties covenant and agree that they will use or cause to be used the proceeds of any TDD Obligations as soon as practicable and with all reasonable dispatch for the purpose for which the TDD Obligations are issued, and that they will not directly or indirectly use or permit the use of any proceeds of any TDD Obligations, or take or omit to take any action, that would cause the TDD Obligations to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. To that end, the parties will comply with all requirements of Section 148 of the Code to the extent applicable to any TDD Obligations. In the event that at any time the District is of the opinion that for purposes of this section it is necessary to restrict or limit the yield on the investment of any money held by any bond Trustee under any Trust Indenture, the District will take such action

as may be necessary to limit such yield. The parties further covenant to adopt such resolutions and to take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions in order to preserve the exclusion from federal gross income of the interest on any TDD Obligations to the extent any such actions can be taken by the parties to this Agreement.

B. Without limiting the generality of the foregoing, the District shall pay from time to time all amounts, if any, required to be rebated to the United States pursuant to Section 148(f) of the Code. This covenant shall survive payment in full or defeasance of the TDD Obligations.

C. The District covenants that it will: (i) not permit its income to inure to the benefit of any private person; (ii) use the original and investment proceeds of any TDD Obligations solely to pay Improvement Costs, fund reserve funds and to pay costs related to the issuance of such TDD Obligations; and (iii) after all the TDD Obligations have been paid, convey all of its right, title and interest in and to the District Projects to the City.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.01 Events of Default.

If any one or more of the following events shall occur and be continuing, such event or events shall constitute an Event of Default under this Agreement:

A. Failure by the City to make a payment, and the continuance of such failure for ten (10) days following written notice to City from the District of such failure, or failure by the District to make a payment, in a timely manner as required by this Agreement; or

B. Failure by the City or the District in the performance of any other covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such

default for sixty (60) days after the non-defaulting party or the Trustee of any outstanding TDD Obligations has given written notice to the defaulting party specifying such default.

Section 7.02 Remedies on Default.

Subject to any restrictions contained in the Trust Indenture for any outstanding TDD Obligations against acceleration of the maturity of any such TDD Obligations, if any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement.

Section 7.03 Rights and Remedies Cumulative.

The rights and remedies reserved by either 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. The District and the City shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 7.04 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.

ARTICLE VIII

ASSIGNMENTS

Section 8.01 Assignment of District's Rights.

Under the Trust Indenture governing the issuance of any TDD Obligations, the District will, as security for the TDD Obligations, pledge, assign, transfer and grant a security interest in certain of its rights under this Agreement to the Trustee. The City agrees that this Agreement and all of the rights, interests, powers, privileges and benefits accruing to or vested in the District under this Agreement may be assigned by the District to any bond Trustee or Trustees as security for any TDD Obligations and may be exercised, protected and enforced for or on behalf of the owners of the TDD Obligations in conformity with this Agreement or the applicable indenture. Any bond Trustee on behalf of bondholders is hereby given the right to enforce, as assignee of the District, the performance of the obligations of the City and the City hereby consents to the same and agrees that any bond Trustee may enforce the rights of the District as provided in this Agreement. This Agreement recognizes that any such Trustee will be a third-party beneficiary of this Agreement.

ARTICLE IX
REPRESENTATIONS

Section 9.01 Representations by the District.

The District represents that:

A. The District is a transportation development district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the TDD Act.

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

C. The District has taken all necessary action to approve the District Projects. No further action or approvals by the District are necessary in connection with the construction or financing of the District Projects, except with respect to the approval of certain matters relating to the issuance of any TDD Obligations and approvals to be granted by the City pursuant to this Agreement and relevant provisions of the City Code that shall be applied by the City to development in the Redevelopment Area and the District Projects.

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. 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.

Section 9.02 Representations by the City.

The City represents that:

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

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

C. The City has taken all necessary action for the approval of the TIF Plan and the TIF Agreement.

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 City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or

imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

E. 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.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 10.01 Notices.

All notices and other communications required or desired to be given under this Agreement shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, addressed as follows:

To the City: City of Harrisonville, Missouri
 Attn: City Administrator
 300 Pearl Street
 Harrisonville, Missouri 64701

With a copy to: Williams & Campo, P.C.
 Attn: T. Chris Williams
 200 NE Missouri Road, Suite 200
 Lee's Summit, Missouri 64086

To the District: Harrisonville Marketplace Transportation Development District No.

 c/o _____, Executive Director

With a copy to: _____
 Attn: _____

All notices given by first class, certified or registered mail shall be deemed duly given as of the date they are mailed. A duplicate copy of each notice or other communication given by any party to this Agreement shall also be given to the other parties and to any bond Trustee or Trustees. The City and the District may from time to time designate, by notice given to the other party, another address to which subsequent notices or other communications shall be sent.

Section 10.02 Recording of Agreement.

This Agreement shall be recorded in the Office of the Recorder of Deeds of Cass County, Missouri, by the District. Upon termination of this Agreement, a notice of termination shall be recorded in the Office of the Recorder of Deeds for Cass County, Missouri, by the District.

Section 10.03 Immunity of Officers, Employees and Members of City and District.

No recourse shall be had for the payment of the principal of or premium or interest on any TDD Obligations or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, member, employee, director or agent of the City or the District, or, respectively, of any successor public or private corporation thereto, as such, either directly or through the City or the District, or respectively, any successor public or private corporation thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 10.04 Amendments.

A. Prior to the issuance of any TDD Obligations by the District, this Agreement may be amended from time to time by the mutual agreement of the City and the District.

B. After the issuance of any TDD Obligations by the District, this Agreement may be amended by the parties hereto without notice to or the consent of the owners of the TDD Obligations, for the purpose of curing any ambiguity or formal defect or omission in this Agreement or in connection with any other change which, in the judgment of the Trustee, does not materially and adversely affect the security for the owners of the TDD Obligations. No other amendments, changes or modifications of this Agreement shall be made without the giving of notice to and the obtaining of the written approval or consent of the owners of any TDD Obligations or the bond Trustee as required by any indenture.

Section 10.05 Survival.

In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

Section 10.06 Governing Law.

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

Section 10.07 Effective Date.

This Agreement shall be in effect from and after its execution by all of the parties and shall remain in effect until the District Projects which are approved pursuant to Article III of the Agreement are completed and any TDD Obligations are paid, or their payment has been provided for under the Trust Indenture, and the District is terminated pursuant to the TDD Act.

Section 10.08 Execution in Counterparts.

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 10.09 Approved by City.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the Mayor or his designee without the necessity of any action by the Board of Aldermen of the City.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

Executed by the City the _____ day of _____, 2007.

CITY OF HARRISONVILLE, MISSOURI

Kevin Wood, Mayor

ATTESTED:

Debbie Grant, City Clerk

APPROVED AS TO FORM:

Legal Counsel

Executed by the District the _____ day of _____, 2007.

THE HARRISONVILLE MARKETPLACE
TRANSPORTATION DEVELOPMENT DISTRICT NO.

Executive Director

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On the ____ day of _____, 2007, before me, the undersigned Notary Public in and for the county and state aforesaid, personally appeared Kevin Wood and Debbie Grant, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, of the **CITY OF HARRISONVILLE, MISSOURI**, a Missouri municipal corporation and political subdivision existing under and by virtue of the laws of the State of Missouri, and that the seal affixed to this Cooperative Agreement is the seal of said City and that said Cooperative Agreement was signed and sealed on behalf of the said City by authority of its Board of Aldermen, and acknowledged said Cooperative Agreement to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year first above written.

My Commission Expires:

Notary Public

Printed Name

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2007, before me, the undersigned, a notary public in and for the county and state aforesaid, came _____, Executive Director of the **HARRISONVILLE MARKETPLACE TRANSPORTATION DEVELOPMENT DISTRICT NO. __**, a Missouri transportation development district and political subdivision, and who is personally known to me to be the same person who executed this Cooperative Agreement, and he duly acknowledged that he, as such Executive Director being authorized so to do by the board of directors of said transportation development district, executed this Cooperative Agreement for and on behalf of said transportation development district for the purposes therein contained, and acknowledged this Cooperative Agreement to be the free act and deed of said transportation development district.

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

My Commission Expires:

Notary Public

(Printed Name)

END OF DOCUMENT

EXHIBIT A

Petition for Formation of the Harrisonville Marketplace Transportation Development

District No. __

EXHIBIT B

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HARRISONVILLE MARKETPLACE TRANSPORTATION DEVELOPMENT DISTRICT NO. __ AUTHORIZING THE CITY OF HARRISONVILLE TO PERFORM ALL FUNCTIONS INCIDENT TO THE ADMINISTRATION, COLLECTION, ENFORCEMENT, AND OPERATION OF THE DISTRICT SALES TAX AND PRESCRIBING THE FORMS AND ADMINISTRATIVE RULES AND REGULATIONS FOR REPORTING AND COLLECTING THE DISTRICT SALES TAX.

WHEREAS, the Harrisonville Marketplace Transportation Development District No. __ (the "District") was formed on _____, _____, by virtue of a judgment entered by the Circuit Court of Cass County, Missouri in Case Number _____ (the "Judgment"); and

WHEREAS, in accordance with the provisions of Chapter 238, RSMo, (the "TDD Act"), the District has imposed a one percent (1%) sales tax (the "District Sales Tax"); and

WHEREAS, the District desires to prescribe the forms and administrative rules and regulations for reporting and collecting the District Sales Tax; and

WHEREAS, the District desires to appoint the City of Harrisonville, Missouri, a Missouri municipal corporation and political subdivision (the "City"), as its authorized representative to perform all functions incident to the administration, collection, enforcement, and operation of the District Sales Tax.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HARRISONVILLE MARKETPLACE TRANSPORTATION DEVELOPMENT DISTRICT NO. __, AS FOLLOWS:

1. The District has imposed, effective _____, _____, on all sellers a tax for the privilege of engaging in the business of selling tangible personal property or rendering taxable services at retail, to the extent and in the manner provided in section 144.010 to 144.525, RSMo, and the rules and regulations of the director of revenue issued pursuant thereto, a District Sales Tax in the Harrisonville Marketplace Transportation Development District No. __ area, except that the tax shall be reported and returned to the Harrisonville Marketplace Transportation Development District No. __ or its authorized representative.
2. The District Sales Tax is imposed on all retail sales made in the District which are subject to taxation pursuant to the provisions of sections 144.010 to 144.525, RSMo, except the

District Sales Tax shall not apply to the sale or use of motor vehicles, trailers, boats or outboard motors nor to all sales of electricity or electrical current, water and gas, natural or artificial, nor to sales of service to telephone subscribers, either local or long distance.

3. Every retailer within the District shall add the District Sales Tax imposed to the retailer's sale price, and when so added such tax shall constitute a part of the price, shall be a debt of the purchaser to the retailer until paid, and shall be recoverable at law in the same manner as the purchase price.
4. All applicable provisions contained in sections 144.010 to 144.525, RSMo, governing the state sales tax, sections 32.085 and 32.087, RSMo, the uniform confidentiality provisions, shall apply to the collection of the District Sales Tax, except as modified, to the extent permitted by law, by this Resolution.
5. All exemptions granted to agencies of government, organizations, persons and to the sale of certain articles and items of tangible personal property and taxable services pursuant to the provisions of section 144.010 to 144.525, RSMo, are hereby made applicable to the imposition and collection of the District Sales Tax.
6. All discounts allowed to the retailer pursuant to the provisions of the state sales tax laws for the collection of and for payment of taxes pursuant to such laws are hereby allowed and made applicable to any District Sales Tax collection pursuant to the provisions of this Resolution.
7. The penalties provided in section 32.057, RSMo, and sections 144.010 to 144.525, RSMo, for violation of those sections are hereby made applicable to violations of this Resolution.
8. For the purpose of the District Sales Tax imposed by this resolution, all retail sales, except retail sales of motor vehicles, shall be deemed to be consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or the retailer's agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. In the event a retailer has more than one place of business in this state which participates in the sale, the sale shall be deemed to be consummated at the place of business of the retailer where the initial order for the tangible personal property is taken, even though the order must be forwarded elsewhere for acceptance, approval of credit, shipment or billing. A sale by a retailer's employee shall be deemed to be consummated at the place of business from which the employee works.
9. All District Sales Tax collected by the District, or its authorized representative, shall be deposited in a special fund to be expended for the purposes authorized in Chapter 238, RSMo and the Judgment. The District, or its authorized representative, shall keep accurate records of the amount of money which was collected pursuant to this section, and the records shall be open to the inspection of officers of the District and the general public.

10. Every retailer within the District shall, within ten (10) days of being subject to the District Sales Tax, complete a "Business Registration Form," attached to this Resolution as Exhibit 1. No bond shall be required of the retailer, so long as the retailer possesses a valid Missouri Sales Tax License.
11. Every retailer within the District shall file with the District or its authorized representative, a "District Sales Tax Return," attached to this Resolution as Exhibit 2, on or before the date that state sales tax is due for the retailer.
12. The District Sales Tax shall be paid to the District or its authorized representative, on or before the date that state sales tax is due for the retailer.
13. The District, or its authorized representative shall, at all reasonable times during business hours, have the authority to make an examination and inspection of the books and records of the retailer as may be necessary to determine the correctness of the reports required by this Resolution.
14. The City is hereby designated as the District's authorized representative to perform all functions incident to the administration, collection, and enforcement of the District Sales Tax, pursuant to the terms of the Cooperative Agreement among the District and the City.
15. These provisions of this resolution shall be the minimum requirements for administration, collection, enforcement and operation of the District Sales Tax, unless by amendment to the Revised Statutes of Missouri, subsequent to the passage of this resolution, a higher standard is required.

PASSED by the Board of Directors of the Harrisonville Marketplace Transportation Development District No. __ on _____, _____.

Executive Director

EXHIBIT 1

BUSINESS REGISTRATION FORM HARRISONVILLE MARKETPLACE TRANSPORTATION DEVELOPMENT DISTRICT NO. __

This form must be filed with the Harrisonville Marketplace Transportation Development District No. __, or its authorized representative, within ten (10) days of a retailer being subject to the Harrisonville Towne Center Transportation District Sales Tax. No bond is required so long as the retailer possesses a valid Missouri Sales Tax License.

Missouri Integrated Tax System Account Number: _____

Business Name: _____

Business Address: _____

Mailing Address: _____

Contact Person: _____

Contact Telephone Number: _____

Type of Business Entity: _____

Name of Owner: _____

Address of Owner: _____

Type of Business: (Circle one or specify.)

1) Retail 2) Food Service 3) Entertainment 4) Other: _____

When will the business pay state sales tax? (Circle one.)

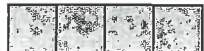
1) Quarter monthly 2) Quarterly 3) Monthly 4) Annually

If you have any questions regarding business registration in the Harrisonville Transportation Development District, please call the City of Harrisonville Finance Department at (816) 380-8900.

EXHIBIT 2
HARRISONVILLE TOWNE CENTER
TRANSPORTATION DEVELOPMENT DISTRICT

_____, Missouri _____

SALES TAX RETURN



FORM
NLTDD-1

(REV. 11-2002)

MISSOURI TAX ACCOUNT NUMBER:

DO NOT WRITE IN SHADED AREAS

OWNER'S NAME		REPORTING PERIOD	ADDRESS CORRECTION MAILING ADDRESS BUSINESS LOCATION	
BUSINESS NAME		FEDERAL EIN	BUSINESS PHONE NUMBER:	
MAILING ADDRESS		TELEPHONE NUMBER ()	DUE DATE:	
CITY	STATE	ZIP		

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

BUSINESS LOCATION	CODE	GROSS RECEIPTS	ADJUSTMENTS (INDICATE + OR -)	TAXABLE SALES	RATE (1%)	AMOUNT OF TAX
					1%	
					1%	
					1%	
PAGE 1 TOTALS						
PAGE _ TOTALS						
TOTALS (ALL PAGES)						1.

Detailed instructions for completing the Sales Tax Return are identical to those of the State of Missouri. A copy of your Missouri State Sales Tax Return for the same period must be attached to this form.

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

Date Business Closed: _____

Out of Business

Sold Business

Leased Business

SIGN AND DATE RETURN: This form must be signed and dated by the taxpayer or by the taxpayer's authorized agent. Mail to: Harrisonville Towne Center TDD, c/o City of Harrisonville, Finance Department, 300 Pearl Street, Harrisonville, MO 64701

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

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

SUBTRACT: 2% TIMELY PAYMENT
ALLOWANCE (if Applicable).....

2.

-

TOTAL SALES TAX DUE.....

3.

=

ADD: INTEREST FOR LATE PAYMENT (See
Line 4 of Instructions)

4.

+

ADD: ADDITIONS TO TAX.....

5.

+

SUBTRACT: APPROVED CREDIT.....

6.

-

PAY THIS AMOUNT
(U.S. Funds Only) ►

7.

=

SIGNATURE OF TAXPAYER
OR AGENT

TITLE

DATED SIGNED

TAX PERIOD (MMDDYY) THRU (MMDDYY)

INSTRUCTIONS FOR COMPLETING THE SALES TAX RETURN

Taxpayers who have questions or problems which are not covered in these instructions may obtain assistance by writing to:

City of Harrisonville
Attention: Finance Department
300 Pearl Street
Harrisonville, MO 64701
Phone voice (816) 380-8900

IMPORTANT: A return must be filed for each reporting period even though you have no tax to report. If typing your return information, please use a **minimum** of 10 point type.

BUSINESS IDENTIFICATION: Please enter your MISSOURI TAX ID NUMBER, ownership name, mailing address, reporting period and telephone number at the top of the return. Preprinted forms, or forms in electronic format on diskette, are available. If this information is not preprinted, it should be entered in the spaces provided.

ADDRESS CORRECTION: Check the appropriate box if the business address has changed since your prior return. If mailing address is checked, enter the correct information in the BUSINESS I.D. area. If business location is checked, enter the correct address for the location(s) being corrected under the BUSINESS LOCATION column.

BUSINESS LOCATION: Enter each business location in the District for which you are registered to report sales tax in this column.

CODE: District use only.

GROSS RECEIPTS: Enter gross receipts from all sales of tangible personal property and taxable services made during the reporting period for each business location. If none, enter "zero" (0).

ADJUSTMENTS: Make any qualifying adjustments for each location for which you are reporting. Indicate "plus" or "minus" for each adjustment. Refer to detailed instructions for adjustments authorized under the Missouri Sales Tax Law.

TAXABLE SALES: Enter the amount of taxable sales for each business location.

GROSS RECEIPTS (+) OR (-) ADJUSTMENTS = TAXABLE SALES.

RATE: The rate percentage is one percent (1%) in all cases.

AMOUNT OF TAX: Multiply your taxable sales for each location by the applicable tax rate percent for that location and enter AMOUNT OF TAX.

TOTALS FROM ADDITIONAL PAGES: If applicable, compute totals from additional pages indicated and enter in appropriate column.

TOTALS: Compute the total for each column.

Line 1 – TOTAL ALL PAGES: Enter the totals for all pages here.

Line 2 – TIMELY PAYMENT ALLOWANCE: If you file your return and payment on time, enter two percent (2%) of the amount shown on Line 1. If not paid by the due date or Line 1 is not greater than "zero", enter "0" or leave blank.

Example: Line 1 is \$480

$\$480 \times 2\% = \9.60

\$9.60 is the timely payment allowance

Line 3 – TOTAL SALES TAX DUE: Enter total sales tax due. (Line 1 "minus" Line 2.)

Line 4 – INTEREST FOR LATE PAYMENT: If tax is not paid by the due date, (A) multiply Line 3 by the daily interest rate. Then (B) multiply this amount by number of days late. See example and chart below.

Note: Number of days late is counted from due date to postmark date. For example, if the due date is March 20 and the post mark date is April 9, the payment is 20 days late.

Example: line 2 is \$480

(A) $\$480 \times .0002740 = .13152$

(B) $.13152 \times 20 \text{ days late} = 2.63$

\$2.63 is the interest for late payment

Year	Annual Percentage Rate	Number of Days	Daily Interest Rate
2001	10%	365	.0002740

Line 5 – ADDITIONS TO TAX: For *failure to pay* sales tax on or before the due date, 5% of Line 3. For *failure to file* a sales tax return on or before the date, 5% of Line 3 for each month late up to a maximum of 25% (5 months late in filing = 25%)

Note: If additions to tax for *failure to file* applies, do not pay additions to tax for *failure to pay*.

For example, if a return due March 20 is filed any time between March 21 – April 20, the rate would be 5%; if filed any time between April 21 – May 20, the rate would be 10%; and so on, up to a maximum of 25%.

Example: Return is due March 20, but is filed (postmarked) April 10

Line 3 is \$480

$\$480 \times 5\% = \24

\$24 is the addition to tax

Example: Return is due March 20, but is filed (postmarked) April 21

Line 3 is \$480

$\$480 \times 10\% = \48

\$48 is the addition to tax

Line 6 – APPROVED CREDIT: Enter on Line 6, any sales tax credit for which the District issued you an approved credit. You must attach a copy of your approved credit to your return.

Line 7 – PAY THIS AMOUNT: Enter the total amount due and payable. (Line 3 "plus" Line 4 "plus" Line 5 "minus" Line 6.) Send a check for the total amount. Make check, draft, or money order payable to City of Harrisonville, HARRISONVILLE TOWNE CENTER TDD (U.S. funds only). Do not send cash or stamps.

EXHIBIT C

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into effective as of the ____ day of _____, 2007, by and between the HARRISONVILLE MARKETPLACE TRANSPORTATION DEVELOPMENT DISTRICT NO. ____ (the "District"), a political subdivision of the State of Missouri, and SIMMONS INVESTMENTS, INC. ("Developer").

RECITALS

- A. By Ordinance No. _____, adopted by the Board of Aldermen on _____, 2007, the City approved the Harrisonville Towne Center Tax Increment Financing Plan ("TIF Plan"), established a Redevelopment Area, declared the Redevelopment Area as a Blighted Area, and selected the Simmons Investments, Inc. (the "Developer") to implement the Redevelopment Plan. The purpose of the TIF Plan is to devote Economic Activity Taxes and Payments in Lieu of Taxes to the removal of blighted conditions and the redevelopment of the property included in the Redevelopment Area.
- B. By Ordinance No. _____, adopted by the Board of Aldermen on _____, 2007, the City approved the Tax Increment Financing Redevelopment Agreement ("TIF Agreement") between the Developer and the City and authorized the Mayor to enter into the TIF Agreement with Developer for the implementation of Redevelopment Project I as described in the TIF Plan.
- C. On _____, 2007, the Developer and the City entered into the TIF Agreement, agreeing to the terms and conditions pursuant to which the Developer's obligations to construct Redevelopment Project I would be carried out and providing for the formation of the District.
- D. Pursuant to the TIF Agreement, the City and the Developer agreed that the Developer would take all necessary actions to form the District and to cause the District's board of directors to enter into a cooperative agreement with the City.
- E. The District was formed on _____, _____, by virtue of the Judgment entered by the Circuit Court of Cass County, Missouri as Case Number _____. The stated purpose of the District is to undertake the District Projects.
- F. The District has imposed a sales tax at the rate of one percent (1%) on retail sales ("District Sales Tax") in accordance with the TDD Act. The District Sales Tax is imposed and collected within the boundaries of the District, which overlaps the Redevelopment Area.
- G. Pursuant to the TIF Agreement, Developer has advanced funds for the establishment, maintenance and operation of the District, and will continue to advance such funds until such time as revenues available to the District are sufficient to provide funding for such costs.

- H. Pursuant to a Cooperative Agreement among the District and the City ("Cooperative Agreement"), the City has agreed to act as collector of the District Sales Tax on behalf of the District.
- I. The District and the Developer desire to provide for reimbursement to Developer of costs and expenses actually paid and incurred by Developer for "Costs of Formation", "Improvement Costs", and "Operating Costs", all as defined in the Cooperative Agreement (collectively the "Reimbursement Agreement Costs").

AGREEMENT

THEREFORE, in consideration of mutual promises and covenants, and for good and valuable consideration, receipt of which is hereby acknowledged, the District and Developer agree as follows:

1. Developer agrees to submit to the District a true, complete and accurate statement of the Reimbursement Agreement Costs.
2. The District shall review all statements of the Reimbursement Agreement Costs. Based upon such reasonable review, the District shall determine and approve for reimbursement all reasonable and necessary Reimbursement Agreement Costs actually paid or incurred by Developer for which the Developer has not otherwise been reimbursed. This Reimbursement Agreement is subject to all applicable provisions of the TIF Agreement and the Cooperative Agreement, and prior to the District's approval of the Reimbursement Agreement Costs, the City shall have approved such costs pursuant to the terms of the TIF Agreement and the Cooperative Agreement.
3. Subject to quarterly appropriation, the District shall pay to Developer, from funds distributed to the District under the terms of the Cooperative Agreement and under the terms of any Trust Indenture (as defined in the Cooperative Agreement), such amounts as are available to the District for reimbursement of the Reimbursement Agreement Costs.
4. Payments by the District to the Developer as authorized by this Reimbursement Agreement shall be secondary and subordinate to any repayments to the City as required by the TIF Agreement and the Cooperative Agreement.
5. This Agreement shall be and remain in effect until the earlier of (a) payment in full of all approved Reimbursement Agreement Costs or (b) termination of the TDD Sales Tax.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
7. This Agreement shall be binding upon, and shall inure to the benefit of, the District and Developer, and their respective successors and assigns.

8. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute by one and the same instrument.

In witness whereof, the parties have set their hands as of the date first above written.

HARRISONVILLE TOWNE CENTER
TRANSPORTATION
DEVELOPMENT DISTRICT

Executive Director

(SEAL)

SIMMONS INVESTMENTS, INC.

President

EXHIBIT G

Commercial Design Guidelines

HARRISONVILLE MARKETPLACE

SECTION 1: General Architectural Design Standards

1. All building elevations of pad site structures shall be finished with, at a minimum, the same level of architectural detail and quality as the primary structure(s) within the development.
2. Buildings shall be designed in an attractive and interesting manner to define the image of the community. No metal facades shall be allowed.
3. Consistent architectural design, including building materials and colors, should be carried throughout the development area. Designs should provide visual interest and variety, yet be consistent with the architectural character of area.
4. Architectural details such as texture, pattern, color, and building form used on the front facade shall be incorporated on all visible building facades. However, such requirements shall not apply to any façade(s) facing service courts or other areas generally not visible to the public.
5. Building materials should be similar to the materials of structures in the area. However, dissimilar materials may be permitted when incorporating other characteristics such as scale, form, architectural detailing and color to make the building compatible with the area.
6. Materials requiring low maintenance are recommended over high maintenance materials. For instance, materials with integral color are generally recommended over materials that require painting.
7. Foundation planters and trees should be incorporated around the building exterior to soften the building appearance.

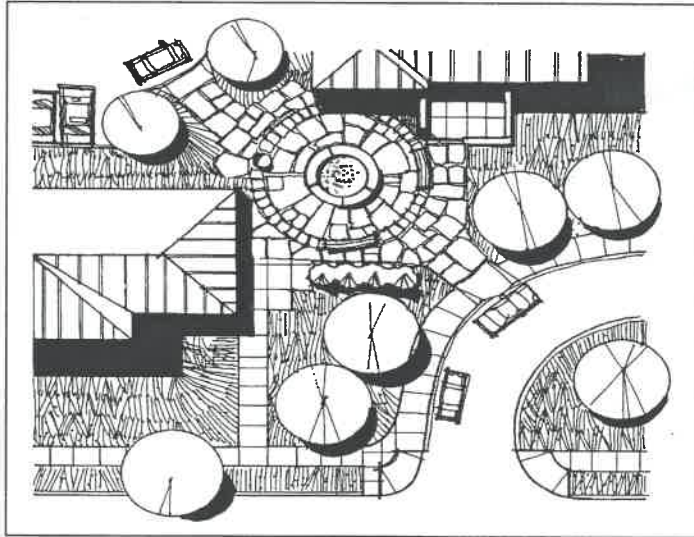


SECTION 2: Wall Street Landscaping Standards

1. The Wall Street corridor is a gateway to both Harrisonville Marketplace and the City of Harrisonville. The Wall Street corridor shall be developed as an amenity through the establishment of landscaping along Wall Street and common area(s) adjacent to Wall Street.
2. A variety of species shall be incorporated into the plantings. Said plantings will provide visual interest and disease/pest resistance.
3. Planting shall be placed on both sides of Wall Street adjacent to the development. Said planting shall be placed approximately every 40 linear feet. Deciduous shade trees (See Section 10: Preferred Species) are the preferred planting along Wall Street. However, ornamental trees may be used if overhead power lines are located in close proximity to the required plantings.
4. Adequate clearances between the trees, infrastructure, and driveways shall be coordinated.
 - a. Variations in tree spacing may be necessary to coordinate utilities, street lights, driveways, storm drain structures, sidewalks, and traffic clearance zones.
 - b. Trees and utilities shall be placed to allow access to utilities with minimal disruption to trees and their supporting root systems while avoiding increased service costs.
 - c. The plantings shall observe all sight-distance requirements as outlined in the Subdivision regulations.
5. A landscaping plan must be submitted and approved prior to the establishment of landscaping.

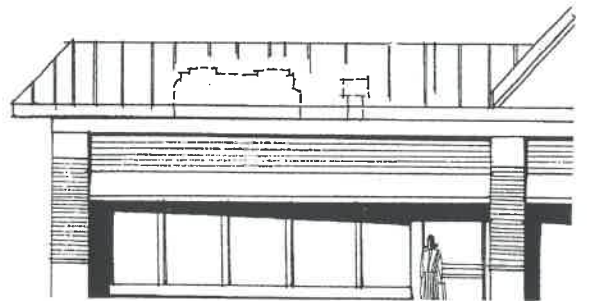
SECTION 3: Common Areas

1. Common areas shall be landscaped and/or have decorative paving materials and should be utilized for plazas, useable open spaces, and other focal points within the development. Common areas shall be shown on the development plan with a general description of what amenities will be provided with each common area.
2. Landscape materials such as trees, shrubs and planters are strongly encouraged for the common areas. Said landscape materials should be taken from the preferred species list (Section 10). Other species may be acceptable if approved by the Director of Community Development.
3. Common areas shall be located in areas which are accessible by pedestrians via sidewalks.

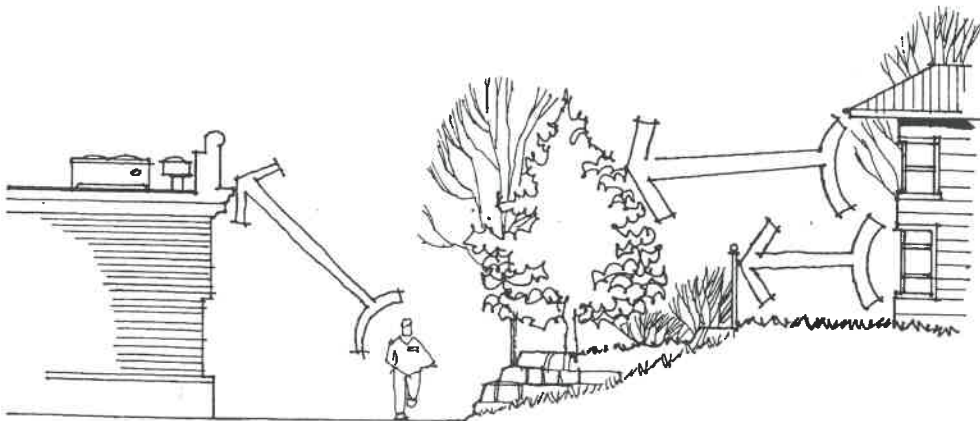


SECTION 4: Screening of Rooftop Equipment

1. Rooftop mechanical equipment screens shall be required at a height that is as high, or higher than, the rooftop equipment being screened.
2. Screening shall be provided in a manner that is architecturally integral to the overall appearance of the building.
3. The use of parapet walls or specially designed rooftop penthouse enclosures is the preferred methods of screening for rooftop mechanical equipment.
4. Partition screens are generally less desirable for screening purposes. However, when using partition screens, the use, design, and material of the screen should blend with the building architecture and create a massing hierarchy that projects the same quality appearance as the building facade.



5. The number of vents and flues shall be kept to a minimum and located in a manner to not be visible. On sloped roof structures, vents and flues shall be incorporated into architectural features or painted to blend with the roofing material.



SECTION 5: Screening of Ground/Building Mounted Equipment

1. When it is not feasible to locate mechanical devices and areas within a building, the following shall be achieved:
 - a. Coolers must be finished with the same building materials and architectural detailing as the main building facade.
 - b. Coordinate the same material and detailing as the building facade with screening walls or specially designed enclosure cabinets for HVAC and utility meters.

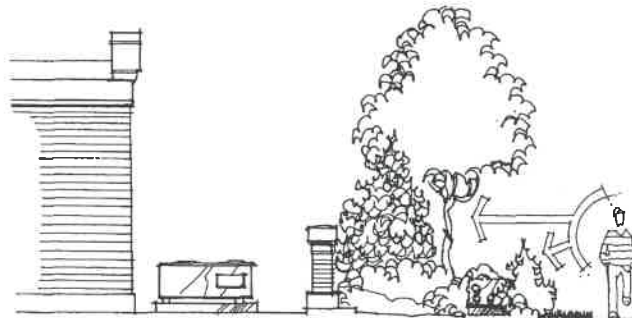
- c. Use an evergreen species as the primary planting when landscaping is used for screening purposes. Landscape plantings for wall-mounted meters must be installed at a height of 6 feet.



- d. The visibility of meters and utility banks (i.e. gas, electric, water) can be reduced by locating such equipment along the side or rear of the building in a location not generally visible by the public.

- e. All above ground utility cabinets are required to be placed within the interior side or rear building setback yards. Such utility cabinets are prohibited within required front or corner side yards adjacent to street right-of-way unless screened with landscape materials.

When such cabinets are located adjacent to or near a building, they should be screened and treated in the same manner as HVAC equipment and trash receptacles (i.e. screening walls, landscaping, etc.).



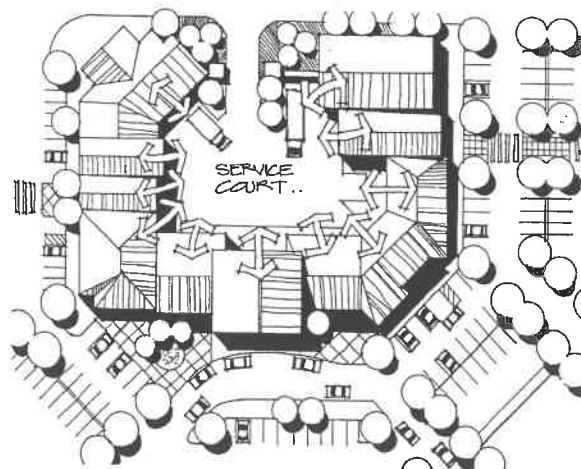
2. Mechanical equipment must be located and screened in a manner so as not to be visible or heard from adjoining properties.

SECTION 6: Loading Dock and Service Area Screening

1. Unattractive elements, such as trash, service, and loading areas are to be located out of public view from streets or other highly visible areas.
2. If the back or sides of buildings are oriented toward a residential area, a wall/fence and/or berms/landscaping shall be established to screen the commercial structures from the residential area. If conditions permit, both a wall/fence and landscaping may be required.
3. If the back or sides of buildings must be oriented toward public streets or highly visible areas, such areas must provide visual interest through a combination of architectural detail, landscaping, and/or berms.

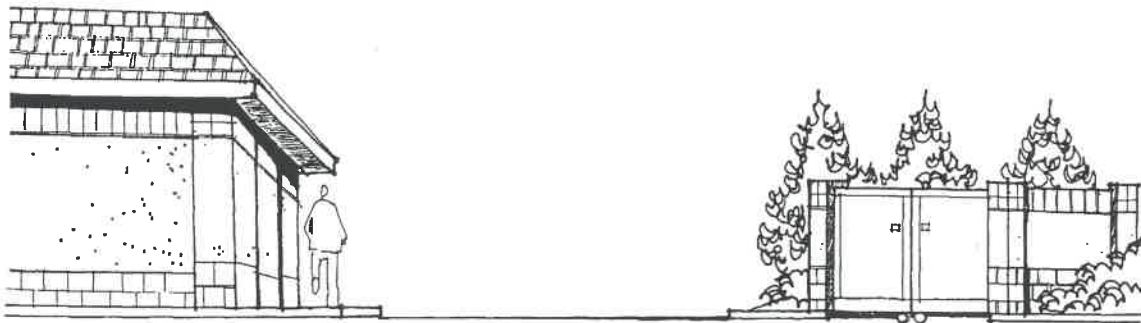
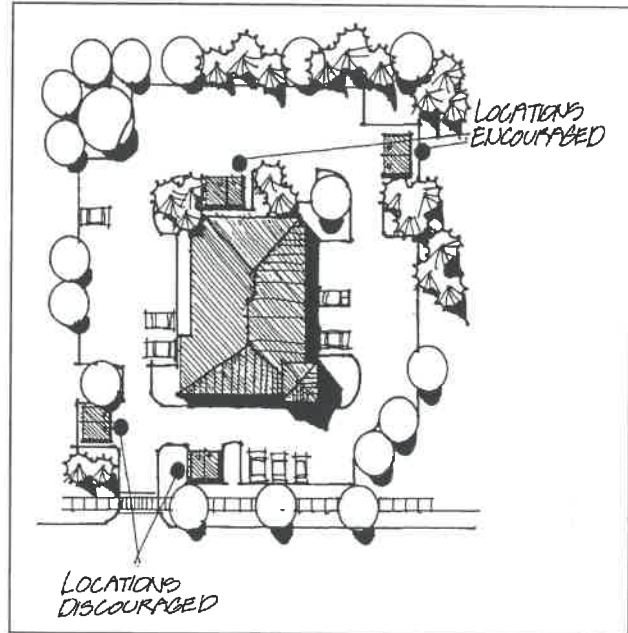


- a. Buildings should be designed in a manner so that loading docks and service areas are screened either by a building wall or a screening wall, or integrated into the building design to not be noticeably visible. Screening walls must be a length and height to screen the maximum size of vehicle using the area.
- b. Screening walls should reflect the same level of architectural design as the primary structure, including elements such as landscaping to soften the wall's appearance, architectural detailing, staggering with recesses and projections, and visual interest.
- c. Design elements must be accomplished in a manner to control noise generated from service activities and mechanical equipment.



SECTION 7: Trash Receptacle Screening

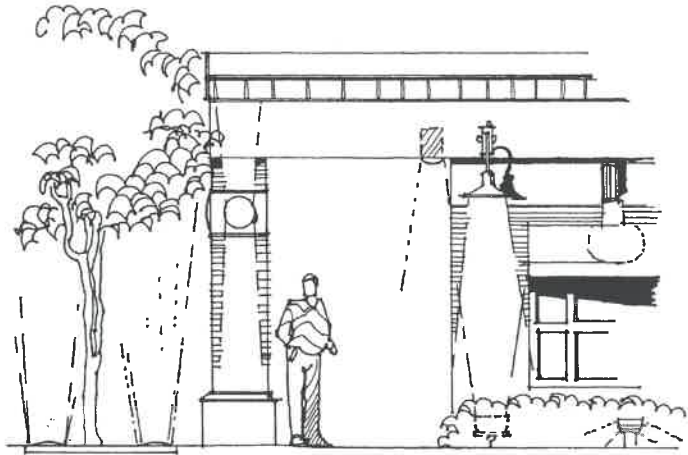
1. Refuse enclosures shall be screened from public view on at least 3 sides with a 6 to 8 foot opaque screen of either masonry, landscaping treatment or other compatible building or landscape materials.
2. Trash receptacle areas should not be placed in an area along a public street. Such areas should be located to allow for convenient access by refuse vehicles.
3. When located in a highly visible area, trash receptacle screening walls should be softened with landscape materials on earth berms.
4. Screening doors on the enclosure should be finished with a high quality material and durable finish.



SECTION 8: Lighting Standards

1. Building-mounted light fixtures should be for aesthetic and safety purposes only and must direct light upward or downward. Lighting should be used to highlight architectural features and create visual interest. Wall-pack lights or other lighting that shine outward toward adjoining properties or street right-of-way is prohibited.

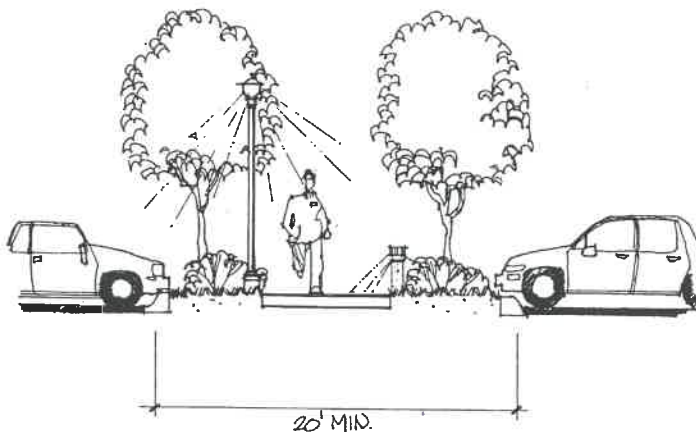
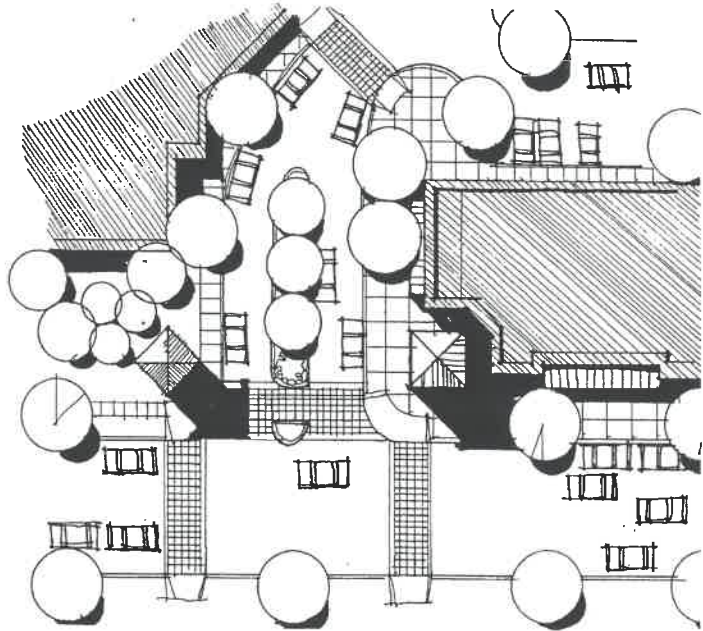
- a. Building-mounted fixtures for site illumination are permissible on the "back" sides of buildings where facing other non-residential buildings, the railroad or not highly visible.
- b. Accent lighting that highlights building architectural features is encouraged. Exterior neon lighting, illuminated banding, or other lighting that creates a glow is prohibited unless approved by the City.



2. Parking lot illumination must be accomplished with individual light poles and fixtures. Building-mounted fixtures are not permitted as a method of parking lot illumination.
 - a. The style of lighting should reflect the architectural character of the area.
 - b. Maintain parking lot light poles/fixtures of the same style, height, color, and intensity of lighting throughout the development area. Varying styles of fixtures may be permitted if it is demonstrated that the styles contribute to an overall theme for the area.
 - c. The maximum pole height in commercial shopping centers and office parks shall be 30 feet.
 - d. Light fixtures shall be non-adjustable horizontally-mounted fixtures with less than 90 degree luminaire cutoff. Fixtures that project light or glare toward street right-of-way or adjoining properties shall not be permitted.
 - e. Shielding shall be provided to avoid light trespass and glare.
3. Properties visible from an arterial roadway may be required to submit a point by point photometric plan to show compliance with lighting standards. The maximum maintained vertical foot-candle at an adjacent property line is 0.5 foot-candles measured 5 feet above grade. The maximum average maintained foot-candles for all parking lots shall be 3 foot-candles.

SECTION 9: Pedestrian Circulation

1. Site development design should consider pedestrian circulation patterns in equal importance to that of the vehicle and building arrangement.
2. Sidewalks and walkways shall be provided to connect sidewalks along adjacent roadways to buildings within the development. Walkways should also provide access between buildings.
3. Site design should separate pedestrians/sidewalks and vehicles as much as possible, with the number and length of pedestrian crossings through parking and paved areas kept to a minimum. Landscaping shall be used along such pedestrian/landscaping corridors. Such corridors shall be approximately 20 feet wide to the extent that it does not reduce the parking. Low level lighting is encouraged.
4. Sidewalks shall be provided along both Commercial Street and Wall Street.
5. ADA Standards shall be complied with.



SECTION 10: Parking Lot Landscaping

1. Landscape design and species shall be used to create visual continuity throughout the development. Landscape coordination shall occur among all phases of the development.
 - a. Landscape design should create variety, interest, and view corridors for visibility.
 - b. A variety of different species shall be incorporated into the site design to provide visual interest, as well as disease and pest resistance.
 - c. Required landscape plantings shall be coordinated with the location of utilities, driveways, and traffic site clearance zones. Landscape plantings shall be located an adequate distance away from utility lines and easements to avoid damage when such lines are repaired or replaced.
2. Plant materials shall be placed intermittently against long expanses of highly visible building walls, fences and other barriers to create a softening effect.
3. One tree for every fourteen (14) parking spaces shall be provided. Deciduous trees shall be planted at 1.5" caliper. The number, species, location and size will be reviewed with the landscaping plan for each site.
4. The proposed planting shall be consistent with Section 10 (Preferred Species) of these guidelines.

SECTION 11: Preferred Species

All landscaping materials shall be installed in accordance to the *American Standard for Nursery Stock*. A landscape plan must be submitted prior to the establishment of landscaping. The preferred trees/shrubs to be used are outlined below. Other species of trees may be acceptable and approved by the Director of Community Development. All deciduous shade trees shall be planted at 2" caliper as measured 6 inches from grade. All ornamental trees shall be planted at 1" caliper as measured 6 inches from grade. All evergreen/coniferous trees shall be planted at a height of 5 feet.

a. Deciduous Shade Tree Species:

Acer nigrum	Black Maple
Acer platanoides var. Rumbrum var. Saccharum var.	Norway Maple Red Maple Sugar Maple
Carya cordiformis	Bitternut Hickory
Carya ovata	Shagbark Hickory
Celtis occidentalis	Hackberry
Fraxinus americana var. cv. 'Autumn Purple' cv. 'Rosehill'	White Ash
Fraxinus nigra	Black Ash
Fraxinus pennsylvanica lanceolata cv. 'Marshall's Seedless'	Green Ash
Glenditsia triacanthos Inermis var.	Thornless Honeylocust
Ginkgo Biloba	Ginkgo
Gymnoclaous dioicus	Kentucky Coffee Tree
Liquidamber styraciflua	American Sweet Gum
Lirodendren Tulipifera	Tulip Tree
Nyssa sylvatica	Black Tupelo
Plantanus Acerfolia	Plane Tree
Prunus serotina	Black Cherry
Quercus alba	White Oak
Quercus bicolor	Swamp White Oak
Quercus Borealis	Northern Red Oak
Quercus coccinea	Scarlet Oak
Quercus imbricaria	Shingle Oak
Quercus macrocarpa	Bur Oak
Quercus muhlenbergi	Chinkapin Oak
Quercus robur	English Oak

Tilia cordata var.
Tomentosa

Sophora Japonica

Tilia cordata
cv. 'Greenspire'

b. Evergreen/Coniferous Tree Species:

Picea abies

Picea glauca densata

Pinus strobus

c. Ornamental Tree Species:

Acer ginnala

Amelanchier arborea

Magnolia x soulangiana

Cercis

Canadensis

Canadensis 'Alba'

Cotinus coggygia

Crataegus

Phaenopyrum

Crusgalli var. inermis

Koeleruteria paniculata

Malus

Centurian

Sieboldii 'zumi'

Snowdrift

Red Jade

Prunus cerasifera

Pyrus calleryana

Aristocrat

Capitol

Chanticlear

Rhus typhina

d. Shrubs:

Sambucus Canadensis

Physocarpus Opulifolius

Hypericum Prolificum

Rhus Aromatica

Little Leaf Linden

Silver Linden

Japanese Pagodatree

Greenspire Linden

Norway Spruce

Black Hills White Spruce

Eastern White Pine

Amur Maple

Downy Serviceberry

Saucer Magnolia

Redbud varieties

Redbud

Whitebud

Smoketree

Hawthorn varieties

Washington Hawthorn

Crusader Thornless

Goldenrain

Crabapple varieties

Centurian Crabapple

Zumi Crabapple

Snowdrift Crabapple

Red Jade Crabapple

Newport Plum

Callery Pear varieties

Aristocrat Pear

Capitol Pear

Chanticlear Pear

Staghorn Sumac

Elderberry

Ninebark

Shrubby St. John's Wort

Fragrant Sumac