

COOPERATIVE AGREEMENT FOR COLLECTION OF  
PACE SPECIAL ASSESSMENTS

This Agreement is made and entered into effective as of October 8, 2020 (the “**Effective Date**”), by and between Jackson County, Missouri (“**County**”), and Show Me PACE Clean Energy District (“**Board**”).

WITNESSETH:

**WHEREAS**, the Board is a political subdivision of the State of Missouri, organized under RSMO Sections 67.2800 to 67.2835, as amended (the “**Act**”), and having authority to enter into this Agreement pursuant to RSMO Sections 70.210 to 70.230; and

**WHEREAS**, on June 15, 2015 the Board was created by Ordinance 919 of the City of Bel Nor, Missouri; and

**WHEREAS**, the Act provides that the county collector is to collect and distribute special assessments imposed by a clean energy development board such as the Board in the same manner as ad valorem taxes, and the Board and the County desire to set forth their mutual agreements with respect thereto, as more particularly set forth in this Agreement; and

**WHEREAS**, prior to the Effective Date, the Board entered into multiple commercial assessment contracts, as defined in RSMO Section 67.2815, described on **Exhibit A**, attached hereto and incorporated herein by reference (the “**Prior Commercial Contracts**”) and the Board desires that the County collect and distribute the special assessments levied under the Prior Commercial Contracts.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed by the parties as follows:

1. (a) The County will include on its annual joint governmental property tax bills the special assessments levied by the Board (“**Special Assessments**”) which are levied for the tax year of the annual tax bill and are not delinquent, provided that not later than September 1 of said tax year, such Special Assessments are calculated by the Board and provided to the County in a format adapted to the County’s billing system, and are certified to the County in writing by the Board’s District Administrator (collectively, “**Annual Special Assessments**”, and individually, “**Annual Special Assessment**”). Upon written request by the Board, the County, in the County’s sole and absolute discretion, may include on non-annual property tax bills Special Assessments levied by the Board that are levied for the tax year of the tax bill, provided that such Special Assessments are calculated by the Board and provided to the County in a format adapted to the County’s billing system.

FILED  
OCT 08 2020  
MARY JO SPINO  
COUNTY CLERK

and are certified to the County in writing by the Board's District Administrator (collectively, "**Non-annual Special Assessments**", and individually, "**Non-annual Special Assessment**"). Non-annual Special Assessments that are to be billed by the County will be billed by the County within sixty (60) days after such Special Assessments are calculated by the Board and provided to the County in a format adapted to the County's billing system, and are certified to the County in writing by the Board's District Administrator. Any Special Assessment certified by the Board's District Administrator to the County for inclusion in a County property tax bill under this section after September 1 of the applicable tax year shall be deemed to constitute a request by the Board for said Special Assessment to be included in a non-annual property tax bill of the County as a Non-annual Special Assessment.

(b) The Board's request for billing of Special Assessments by the County shall include the parcel number of each parcel against which such Special Assessment has been levied, the designation of such Special Assessment levied against each such parcel as "Show Me PACE" or "Ygrene SMP", the amount of such Special Assessment levied against each such parcel, and a certification by the Board's District Administrator that to the best of his or her knowledge, each such Special Assessment was properly levied by the Board, and is proper, valid, legally authorized and accurate. The Board shall be solely responsible for the calculation and determination of the amount of any Special Assessment levied by the Board against any parcel. The County shall have no responsibility or obligation for any such calculation or determination.

(c) The County will assess interest, delinquent and back tax collection fees, and other fees and charges on delinquent Special Assessments included on County tax bills at the same rates and in the same manner as on delinquent ad valorem real property taxes.

2. The County will accept payment of Special Assessments and related charges billed by the County at any location and in any manner that the County then accepts payment of ad valorem real property taxes.

3. For each Special Assessment, the related special assessment and interest assessed thereon collected by the County, less Authorized Deductions (defined below) for such Special Assessment shall be distributed by the County to the Board via ACH (Automated Clearinghouse) on or before the fifteenth day of each month to the "Show Me PACE" bank account of the Board or the "Ygrene SMP" bank account of the Board in accordance with the designations by the Board under subsection 1(b), of this Agreement (collectively, "**Distributions**", and individually, "**Distribution**"); provided that amounts impounded under RSMO Section 139.031 or otherwise not lawfully available for distribution due to protest or challenge ("**Impounds**") shall not be subject to distribution under this section. As used herein, the term "**Authorized Deductions**" shall mean and include Collector's Commissions (defined below), Supplemental Processing Charges (defined below), Extraordinary Collection Costs (defined below), Indemnity Obligation Amounts (defined below), Assessment Fund Amounts (defined below), Correction Amounts (defined below), Impounds, and all other retentions, offsets and deductions that the County is authorized to deduct from distributions under this Agreement and/or Missouri

law. Any amount required to be distributed to the Board for a given Special Assessment under this section shall be subject to offset for amounts previously distributed to the Board for that Special Assessment that were assessed, collected or distributed in error ("**Correction Amounts**"). With each Distribution the County shall provide the Board a detailed accounting of all amounts collected and the Authorized Deductions withheld for each parcel of property, in substantially the form attached as **Exhibit B** to this Agreement showing the applicable parcel number, the base amount and interest amount collected for each parcel, and the Collector's Commission and Assessment Fund Amount applicable to each parcel.

4. The County shall be entitled to a collection fee equal to a percentage of each Special Assessment and interest assessed thereon collected by the County at the same rate and in the same manner as provided under RSMO Section 52.260 for the collection of taxes by the County (the "**Collector's Commissions**"). To provide for payment of Collector's Commissions for a given Special Assessment, the County may deduct said amounts from the distribution of monies for such Special Assessment made to the Board by the County. Collector's Commissions shall be in addition to all other fees, deductions, offsets and reimbursement to which the County is entitled under other sections of this Agreement and/or Missouri law, shall be Authorized Deductions and shall be in addition to all other Authorized Deductions.

5. The County shall be entitled to reimbursement by the Board in the sum of fifty dollars (\$50.00) for each Non-annual Special Assessment billed by the County, as reimbursement for additional labor, printing and postage costs associated with such billing and additional labor and other costs associated with the collection of such assessments ("**Supplemental Processing Charges**"). To provide for payment of Supplemental Processing Charges for a given Special Assessment, the County may deduct said amounts from the distribution of monies for such Special Assessment made to the Board by the County. Supplemental Processing Charges shall be in addition to all other fees, deductions, offsets and reimbursement to which the County is entitled under other sections of this Agreement and/or Missouri law, shall be Authorized Deductions and shall be in addition to all other Authorized Deductions.

6. In the event that any Special Assessment billed by the County under this Agreement is uncollectible by the County due to the Board's failure or inability to support its claim in defense thereof, the Board's retraction or dismissal thereof, the impropriety, invalidity or inaccuracy thereof, the Board's failure to comply with the provisions of the Act or this Agreement, any inconsistency or conflict between the provisions of the Act and any other provision of Missouri law, or the statute of limitations, then the County shall be entitled to reimbursement by the Board of all expenses incurred by the County in connection with the billing and attempt to collect such uncollectible Special Assessment, as follows ("**Extraordinary Collection Costs**"): (a) the sum of fifty dollars (\$50.00) for each such uncollectible Special Assessment as reimbursement for associated County labor costs; and (b) the pro rata portion of all other costs and fees (including, without limitation, attorney's fees and suit costs at statutory rates, publication costs and posting costs) allocable to each such uncollectible Special Assessment as reimbursement for such costs

and fees. To provide for payment of Extraordinary Collection Costs for a given Special Assessment, the County may deduct said amounts from the distribution of monies for such Special Assessment made to the Board by the County. Extraordinary Collection Costs shall be in addition to all other fees, deductions, offsets and reimbursement to which the County is entitled under other sections of this Agreement and/or Missouri law, shall be Authorized Deductions and shall be in addition to all other Authorized Deductions.

7. The County shall be entitled to reimbursement by the Board for, and the Board shall hold the County harmless from and indemnify and defend the County against, any and all claims, demands, actions, causes of action, suits, writs, judgments, damages, expenses and costs (including, without limitation, reasonable in-house and outside counsel attorney's fees and court costs) directly resulting from or arising out of any special assessment, lien or default under any of the Prior Commercial Contracts or any judicial challenge to (i) the propriety, validity or accuracy of any Special Assessment certified to the County by the Board, or (ii) the termination of a Special Assessment lien or related assessment contract or any other lien or other rights by reason of the foreclosure of such Special Assessment lien under RSMO Chapter 141, except to the extent that the County fails to notify the Board in writing promptly after receiving notice of the commencement of the applicable claim, demand, action, cause of action, suit or writ (a "**Claim Notice**"), and such failure results in prejudice to any defense by the Board authorized in this section (the "**Indemnity Obligation**"). Any amounts owed to the County under the Indemnity Obligation shall be herein referred to as "**Indemnity Obligation Amounts**". To provide for payment of Indemnity Obligation Amounts for a given Special Assessment, the County may deduct said amounts from the distribution of monies for such Special Assessment made to the Board by the County. Indemnity Obligation Amounts shall be in addition to all other fees, deductions, offsets and reimbursement to which the County is entitled under other sections of this Agreement and/or Missouri law, shall be Authorized Deductions and shall be in addition to all other Authorized Deductions. Notwithstanding the foregoing, the Board shall have the right, at its option and at its expense, to elect in writing to provide the County with a defense against such claim, demand, action, cause of action, suit or writ with counsel reasonably acceptable to the County (the "**Assumption of Defense Notice**"), in which event (a) the Indemnity Obligation will not include in-house or outside counsel attorney's fees except those incurred by the Board for the defense provided to the County and except those incurred by the County after the County gives the applicable Claim Notice to the Board but prior to the County's receipt of the Assumption of Defense Notice, and (b) the Board shall have the right to compromise and settle any such claim, demand, action, cause of action, suit or writ on terms acceptable to the Board in its sole discretion, so long as the Board obtains a complete release of the County from any such claim, demand, action, cause of action, suit or writ.

8. The County shall be entitled to retain an amount equal to the percentages of all Special Assessments collected by the County at the same rates and in the same manner as provided under RSMo Sections 137.082 and 137.720 in connection with the collection of ad valorem taxes by the County ("**Assessment Fund Amounts**") for deposit into the County's assessment fund. To provide for payment of Assessment Fund Amounts for a given Special Assessment, the County may deduct said amounts from the distribution of

monies for such Special Assessment made to the Board by the County. The Assessment Fund Amounts shall be in addition to all other fees, deductions, offsets and reimbursement to which the County is entitled under other sections of this Agreement and/or Missouri law, shall be Authorized Deductions and shall be in addition to all other Authorized Deductions.

9. This Agreement shall be effective as of the Effective Date and shall continue in force and effect unless terminated by either party upon ninety (90) days' advance written notice to the other party. In the event of such termination, the provisions of this Agreement shall continue to apply with respect to Special Assessments certified to the County by the Board prior to such termination.

10. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of the Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

11. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

12. This Agreement may be recorded by the Board in the office of the Recorder of Deeds, Jackson County, Missouri.

13. This Agreement incorporates the entire understanding and agreement of the parties with respect to the subject matter hereof. Neither party waives its legal rights with respect to issues outside or not contained in this Agreement.

14. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Missouri including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. Any action brought by any party hereto shall be brought within the State of Missouri, County of Jackson.

*[Signature pages follow]*

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals the date noted after respective signatures of the parties.

JACKSON COUNTY, MISSOURI

By: \_\_\_\_\_

Frank White, County Executive

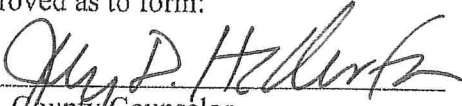
ATTEST:



Printed Name: Mary Jo Spino

Title: Clerk of the County Legislature

Approved as to form:

  
County Counselor

SHOW ME PACE CLEAN ENERGY  
DISTRICT

By: \_\_\_\_\_

Name: Josh Campbell

Title: Administrator

**EXHIBIT A  
PRIOR COMMERCIAL CONTRACTS**

<b>Date of PACE Loan</b>	<b>Borrower</b>	<b>Property Address</b>	<b>County</b>	<b>Property Tax Key #</b>
11/7/2016	LSP Walnut LLC	1721-1723 Walnut St., Kansas City, MO 64108	Jackson County	29-520-03-10-00-0-00-000
11/10/2016	Brookfield Hotel Operator LLC	101 W, 11th St., Kansas City, MO 64105	Jackson County	29-220-46-01-00-0-00-000 Unit 1
11/10/2016	Brookfield Hotel Investment LLC	101 W, 11th St., Kansas City, MO 64105	Jackson County	29-220-46-01-00-0-00-000 Unit 2
12/18/2017	Crossroads Hotel Group LLC	2020 Grand Ave. Kansas City, MO	Jackson County	29-520-35-05-00-0-00-000
3/13/2018	Planned Industrial Expansion Authority of Kansas City, Missouri	1800 Genessee St. Kansas City MO 64102	Jackson County	29-420-16-01-0-00-000
5/31/2018	Beacon Hill Hotel Partners LLC	2321 Troost Ave., Kansas City, MO 64108	Jackson County	29-630-08-18-0-00-000
11/20/2018	Interstate Building LLC	417 E. 13th St., Kansas City, MO 64106	Jackson County	29-240-09-01-00-0-00-000
5/31/2019	Planned Industrial Expansion Authority of Kansas City, Missouri	720 Main St. Kansas City, MO 64105	Jackson County	29-220-14-11-00-0-00-000
7/24/2019	Dalton's 63rd Street Shops LLC	5400 E. 45th St. Kansas City MO 64130	Jackson County	31-510-08-04-00-0-00-000
6/7/2019	900 BroadwayKC, LLC	900 Broadway Blvd., Kansas City, MO 64105	Jackson County	29-310-29-19-00-0-00-000
9/20/2019	3115 Troost Ave	3115 & 3131 Troost Ave, Kansas City, Missouri 64109	Jackson County	29-730-07-18-00-0-00-000
9/20/2019	Troost Tycor NAIM	3103 & 3109 Troost Ave Kansas City MO 64109	Jackson County	29-730-07-15-00-0-00-000
10/1/2019	West Bottoms Flats, LLC	925 - 927 Wyoming Ave. Kansas City, MO 64101	Jackson County	29-320-22-07-00-0-00-000
10/1/2019	West Bottoms Flats, LLC	925 - 927 Wyoming Ave. Kansas City, MO 64101	Jackson County	29-320-22-18-00-0-00-000
10/1/2019	West Bottoms Flats, LLC	1501 - 1515 West 9th St, Kansas City, MO 64101	Jackson County	29-320-22-15-00-0-00-000
10/1/2019	West Bottoms Flats, LLC	1515 West 9th St. Kansas City, MO 65101	Jackson County	29-320-22-21-00-0-00-000
11/21/2019	ANS Hospitality, LLC	12510 South US71 HWY, Grandview, MO 64030	Jackson County	64-810-05-15-00-0-00-000

JACKSON COUNTY, MISSOURI

TAX DISTRIBUTION - COLLECTION DATES: \_\_\_\_\_ THRU \_\_\_\_\_

Distribution Date: \_\_\_\_\_

MISSOURI CLEAN ENERGY DISTRICT	TAXES	TAX YEAR	TOTAL COLLECTIONS	COLLECTORS COMMISSION	ASSESSMENT FUND	TOTAL COMMISSION	NET DISTRIBUTION
		2019					
		2019					
		2018					
		2018					
		2017					
		2017					
		TOTAL					



EXHIBIT B Page 2 of 2

JACKSON COUNTY, MISSOURI  
TAX DISTRIBUTION

COLLECTION DATES: \_\_\_\_\_ THUR \_\_\_\_\_  
DISTRIBUTION DATE: \_\_\_\_\_

tax year	parcel number	ft type	org name	fund name	amount
----------	---------------	---------	----------	-----------	--------