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**PERFORMANCE AGREEMENT**

**Dated as of August 1, 2016**

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**BETWEEN**

**THE CITY OF JOPLIN, MISSOURI**

**AND**

**HEARTLAND PET FOODS MANUFACTURING, INC.**

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## **PERFORMANCE AGREEMENT**

**THIS PERFORMANCE AGREEMENT**, dated as of August 1, 2016, as from time to time amended and supplemented in accordance with the provisions hereof (this “Agreement”), between the **CITY OF JOPLIN, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the “City”), and **HEARTLAND PET FOODS MANUFACTURING, INC.**, a Delaware corporation (the “Company”).

### **RECITALS:**

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend, improve and equip certain “projects” (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable;

2. Pursuant to the Act, the City Council passed an ordinance (the “Ordinance”) on August 15, 2016, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Heartland Pet Foods Manufacturing Project), Series 2016, in the maximum principal amount of \$83,250,000 (the “Bonds”), for the purpose of acquiring, constructing, improving, purchasing, equipping and installing an expansion of an existing dry pet food manufacturing facility on approximately 46 acres of land located at 8101 East 32nd Street in the City (the “Project Site”), including such land and the associated buildings, structures and fixtures (the “Project Improvements”) and equipment (the “Project Equipment,” with the Project Site, the Project Improvements, and the Project Equipment collectively being the “Project”);

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture with UMB Bank, N.A. (the “Trustee”) for the purpose of issuing and securing the Bonds, as therein provided, and to enter into a Lease Agreement of even date herewith (the “Lease Agreement”), under which the City will acquire, purchase, construct, improve and equip the Project and will lease the Project to the Company, as Company under the Lease Agreement, in consideration of rental payments by the Company which will be sufficient to pay the principal of and interest on the Bonds; and

4. In connection with the foregoing, the City desires to enter into this Agreement with the Company, in consideration of the Company’s desire to cause the purchase, construction, improvement, equipping and installation of the Project as more fully described in the Lease Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company hereby represent, covenant and agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.1. Definitions of Words and Terms.** In addition to the words and terms defined in the Recitals, the Indenture and the Lease Agreement, the following words and terms as used herein shall have the following meanings:

**“Additional PILOT Payment”** means an amount (in addition to the PILOT Payments set out in **Section 3.2**) that becomes due upon a failure of the Company to comply with certain covenants, as described in **Section 3.3**.

**“Agreement”** means this Performance Agreement dated as of August 1, 2016, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

**“Annual Jobs Report”** means the report required to be filed by the Company pursuant to **Section 3.6** hereof in the form of **Exhibit A** hereto.

**“Average County Wage”** means the most recently reported average annual wage (excluding benefits) for the preceding calendar year, for persons employed in the County, as calculated in the Census of Employment and Wages and reported by the Missouri Department of Economic Development. If the Missouri Department of Economic Development does not report such information for a given year, “Average County Wage” shall mean the most recent average annual wage (excluding benefits) for the preceding calendar year for persons employed in the County as reported by the Missouri Department of Economic Development.

**“Chamber”** means the Joplin Area Chamber of Commerce.

**“County”** means Jasper County, Missouri.

**“Event of Default”** means any Event of Default as provided in **Section 6.1** hereof.

**“Exemption”** has the meaning given in **Section 3.1** hereof.

**“Indenture”** means the Trust Indenture executed by the City in connection with the issuance of the Bonds.

**“Job”** means a full-time equivalent employment position of the Company created on or after August 1, 2016 of not less than 35 hours per week at the Project Site (provided that part time positions can be aggregated to equal a full time equivalent position, i.e. two .50 full-time equivalent employment positions equals one Job), which includes employee benefits offered by the Company to similarly situated employees and all such Jobs, when averaged together, pay an average wage equivalent (when aggregated to a full time basis) equal to or greater than the current Average County Wage. Positions filled by workers who are not directly employed by the Company do not qualify as “Jobs” for purposes of this definition. Accordingly, Jobs may be full time or part time. Jobs may pay more or less than Average County Wage, provided all Jobs, when averaged together, equal or exceed the Average County Wage.

**“Lease Agreement”** means the Lease Agreement between the City and the Company dated as of the date hereof.

**“PILOT Payments”** means the payments in lieu of taxes provided for in **Section 3.2** hereof and shown on **Exhibit B** hereto.

**“Project”** means, collectively, the Project Site, the Project Improvements and the Project Equipment and all additions, modifications, improvements, replacements and substitutions made to the Project pursuant to the Lease Agreement as they may at any time exist.

**“Project Costs”** means all costs of acquiring, purchasing, equipping, constructing and installing the Project Improvements and the Project Equipment.

**“Project Equipment”** has the meaning given in the Lease Agreement.

**“Project Improvements”** has the meaning given in the Lease Agreement.

**“Project Site”** means the land upon which the Project Improvements and Project Equipment will be situated, as described in the Lease Agreement.

**“Property Taxes”** has the meaning given in **Section 3.1** hereof.

**“Required Number of Jobs”** means 175 Jobs, including 130 existing Jobs and 45 new Jobs that the Company commits to providing at the Project Site as part of this Agreement. The Company commits to creating at least 45 new Jobs at the Project by September 30, 2019 and maintaining a total of 175 Jobs at the Project thereafter for the term of this Agreement.

**“Taxes Otherwise Due”** means, for any given calendar year, the ad valorem property taxes that would otherwise have been due in such year on the Project if the Project were not exempt by virtue of the Exemption, as calculated by applying the ad valorem tax rates assessed by all local governments or taxing districts for such calendar year to the assessed valuation (determined by the Assessor of the County) that would have been attributable to the Project for such calendar year if the City did not hold title to such property.

**“Test Date”** means September 30 of each year, beginning on September 30, 2020, and ending on September 30, 2027.

**“Trustee”** means UMB Bank, N.A., as trustee under the Indenture.

## **ARTICLE II**

### **ISSUANCE OF BONDS**

**Section 2.1. Issuance of the Bonds.** As described herein, the City will issue the Bonds under the Act for the purpose of paying Project Costs. In connection with the issuance of the Bonds and the payment of Project Costs from the proceeds of the Bonds, the City will acquire the fee simple interest in the Project Site at the time of the issuance of the Bonds and will acquire title to the Project Improvements and the Project Equipment as acquired and constructed.

## ARTICLE III

### PROPERTY TAX EXEMPTION; PILOT PAYMENTS

**Section 3.1. Property Tax Exemption.** So long as the City owns the Project, the Project will be exempt from all ad valorem taxes assessed by all local governments and taxing districts (collectively “Property Taxes”) on real and personal property (the “Exemption”).

**Section 3.2. Payments in Lieu of Taxes.** The City and the Company covenant and agree that the Project purchased with the proceeds of the Bonds is exempt from Property Taxes by reason of the City’s ownership thereof. The Company will annually pay to the City (or to the County if so directed by the City) payments in-lieu-of tax (the “PILOT Payments”) with respect to the Project for each year that any portion of the Project is owned by the City in the amounts for each year as set out on **Exhibit B** hereto (except as adjusted as described in **Section 3.3(g)** herein).

Each PILOT Payment shall be paid no later than December 1<sup>st</sup> of each year. In the event the PILOT Payments are not paid by December 1<sup>st</sup> of each year, the PILOT Payments shall bear interest commencing December 2<sup>nd</sup> at the rate of 5% per annum until paid. Each PILOT Payment shall be paid to the City at the address set forth in **Section 1403** of the Indenture.

#### **Section 3.3. Additional PILOT Payments; Adjustments to PILOT Payments.**

(a) The Company covenants to complete the Project Improvements and the installation of the Project Equipment by September 1, 2018. The Company also covenants to operate the Project as a commercial facility and to maintain the Required Number of Jobs at the Project Site for so long as this Agreement is in effect.

(b) If the Company fails to complete the construction of the Project Improvements and the installation of the Project Equipment by September 1, 2018, then in addition to any other remedies that may be available to the City under the Lease Agreement or hereunder, the Company shall make Additional PILOT Payments in an amount equal to **50%** of difference between the PILOT Payments and the Taxes Otherwise Due during the year in which the failure occurs and any subsequent year during which such failure persists and during which the Exemption applies by virtue of City ownership.

(c) In the event the Company fails to spend at least \$66,000,000 (approximately 80% of anticipated Project Costs) on the Project on or before September 1, 2018 (as certified to the Trustee and the City through requisition certificates submitted to the Trustee in accordance with the Lease Agreement), the Company shall make Additional PILOT Payments in an amount equal to the Investment Deficiency Percentage (calculated as shown below) multiplied by the difference between the PILOT Payments and the Taxes Otherwise Due during the year in which the failure occurs and any subsequent year during which such failure persists and during which the Exemption applies by virtue of City ownership. The Investment Deficiency Percentage shall be calculated, beginning at zero percent (0%) for compliance, in accordance with the following formula, with the result expressed as a percentage:

$$\text{Investment Deficiency Percentage} = (1 - (\text{certified Project Costs} / \$66,000,000)) \times 100.$$

(d) If for any reason (unless the Project has been subject to a casualty and the Company is rebuilding the Project) the Company completely vacates, abandons and completely ceases operations and fails to occupy any portion of the Project Site for a period exceeding 180 days during the term of this

Agreement or exercise its option to purchase the Project under the Lease Agreement within 180 days after such total vacancy, abandonment, cessation of operations or failure to occupy, the Company shall make Additional PILOT Payments in an amount equal to the difference between the PILOT Payments and the Taxes Otherwise Due during the year in which such vacation, abandonment, or cessation occurs and any subsequent year during which such vacation, abandonment, or cessation persists and during which the Exemption applies by virtue of City ownership.

(e) In the event the Company fails to maintain the Required Number of Jobs at the Project Site, measured by determining the highest actual number of Jobs during the 90-day period ending on each Test Date, the Company shall make Additional PILOT Payments in an amount equal to the Jobs Deficiency Percentage (calculated as shown below) multiplied by the difference between the PILOT Payments and the Taxes Otherwise Due during the year in which the failure occurs and any subsequent year during which such failure persists and during which the Exemption applies by virtue of City ownership. The Jobs Deficiency Percentage shall be calculated, beginning at zero percent (0%) for compliance, in accordance with the following formula, with the result expressed as a percentage:

Jobs Deficiency Percentage =  $(1 - (a / b)) \times 100$ , where

- a = Highest number of Jobs during the 90 day period ending on Test Date, and
- b = Required Number of Jobs for the Test Date.

Notwithstanding the foregoing, upon recommendation of the Chamber and certification by the Company that unforeseeable business conditions have caused the Company to employ fewer Jobs than projected at the time this Agreement was executed, the City Council may by ordinance waive the Additional PILOT Payments, or any portion thereof, otherwise required by this subsection.

(f) Additional PILOT Payments shall be due on December 1 of the year in which the failure giving rise to the Additional PILOT Payment occurs and on December 1 of each subsequent year during any portion of which such failure persists. In no event shall the sum of the Additional PILOT Payments payable under this Section, together with the PILOT Payments pursuant to **Section 3.2** hereof, for any given tax year exceed 100% of the Taxes Otherwise Due.

(g) In the case of any partial or complete purchase of the Project Equipment by the Company in accordance with **Section 11.1(b)** of the Lease Agreement, the PILOT Payments shown on **Exhibit B** for years 2025, 2026 and 2027 shall be reduced by the amount calculated as follows (provided that the reduction amount shall not exceed \$53,231.39 in any single year):

reduction amount =  $(a / b) \times \$53,231.39$ , where

- a = the total Project Costs paid with respect to the Project Equipment so purchased under **Section 4.4** of the Lease Agreement, and
- b = the total of all Project Costs paid under **Section 4.4** of the Lease Agreement with respect to all Project Equipment.

**Section 3.4. Obligation to Effect Tax Abatement.** The City shall take all actions, subject only to limitations imposed by applicable law, to obtain and/or maintain in effect the Exemption, including any timely filing required with any governmental authorities (“Abatement Obligations”); provided that the City shall not be liable for any failure of any other governmental taxing authority to recognize the exemption provided herein. Notwithstanding the forgoing, the City shall only be required to instigate litigation to effect the Exemption if the Company agrees in writing that the Company shall be

responsible for the reasonable costs of such litigation actually incurred by the City. In the event that the Exemption is not recognized by any taxing authority, the amount paid to the City for PILOT Payments and Additional PILOT Payments shall be reduced by the amount of Property Taxes actually paid, if any.

The City covenants that it will not act or fail to act in a manner that may cause or induce the Exemption to not be recognized. The City covenants that it will not act or fail to act in a manner that may cause or induce any levy or assessment of Property Taxes on the Project. In the event such a levy or assessment of Property Taxes should occur, the City shall, at the Company's request and at the Company's expense, cooperate with the Company in all reasonable ways to prevent and/or remove any levy or assessment of Property Taxes against the Project. Nothing herein shall prevent the Company from paying any such levy or assessment of Property Taxes under protest.

**Section 3.5. Other Property Taxes in Connection with the Project; Credits.** The Exemption provided by the City's ownership of the Project shall apply to all interests in the Project during the period they are owned by the City. If any Property Taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project during the period the City owns the Project (including, without limitation, any ad valorem taxes levied against the Company's rights in the Lease Agreement), the amount of Property Tax payments related to such levy or levies that are paid by Company and received by the City, the County, or any other Missouri taxing jurisdiction shall be credited against and reduce on a *pro rata* basis the amount payable by the Company to the City for PILOT Payments and Additional PILOT Payments pursuant to this Agreement. The Company shall be responsible for any taxes related to any interest in the improvements or equipment on the Project Site which the Company owns in its own name or possession of which is granted to the Company other than pursuant to the Lease Agreement. There shall be no reduction in PILOT Payments or Additional PILOT Payments for any sales taxes imposed by any governmental authority, including the Missouri Department of Revenue, in connection with the Company's acquisition of construction materials for the Project Improvements or the Company's acquisition of the Project Equipment.

**Section 3.6. Annual Jobs Report.** On or before November 15<sup>th</sup> after each Test Date, the Company shall provide to the City and the Chamber a completed Annual Jobs Report, in the form attached hereto as **Exhibit A**. A failure to provide any Annual Jobs Report in a timely fashion shall result in the application of a zero value for the "Highest number of Jobs during the 90 day period ending on Test Date" variable for purposes of **Section 3.3(e)** hereof for the year in which such Annual Jobs Report is due.

**Section 3.7. No Abatement on Special Assessments, Licenses or Fees.** The City and the Company hereby agree that the Exemption described in this Agreement shall not apply to special assessments except to the extent that such are Property Taxes or are levied in lieu of Property Taxes ("Special Assessments") and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all Special Assessments, licenses and fees which would otherwise be due with respect to the Project if the Project were not owned by the City. Notwithstanding the foregoing, nothing herein shall waive the Company's right to any notice required under law or limit the ability of the Company from protesting any Special Assessments, licenses or fees.

## ARTICLE IV

### COVENANTS, REPRESENTATIONS AND AGREEMENTS

**Section 4.1. Inspection.** The City may conduct such periodic inspections of the Project as may be generally provided in the City's code. In addition, the Company agrees that the City and its duly authorized agents may at reasonable times (during business hours but without disruption to the business), subject to at least two (2) business days' advance written notice and in observance of the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company that demonstrate compliance with this Agreement.

**Section 4.2. Representations and Warranties.**

(a) The Company represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The Company is a corporation duly organized and existing under the laws of the State of Delaware, has power and authority to own its properties (and interests therein) and carry on its business as now being conducted, and is duly qualified to do such business in the State of Missouri and wherever else such qualification is required;

(2) The Company has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement;

(3) The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary action, and does not violate the articles of incorporation or bylaws of the Company, as the same may be amended and supplemented, or to the best of the Company's knowledge, any applicable provision of law, nor does it constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound;

(4) To the best of the Company's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Company that would impair its ability to enter into or perform its obligations under this Agreement;

(5) The Company has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to complete the Project;

(6) To the best of the Company's knowledge, the Project is and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project, including environmental laws, subject to all applicable rights of the Company to contest the same; and

(7) The Project will be completed by the Company in a manner that is consistent with the description of the Project herein and in the Lease Agreement.

(b) The City represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:



(1) The City is a constitutional charter city duly organized and validly existing under the laws of the State of Missouri;

(2) The execution, delivery and performance by the City of this Agreement has been duly authorized by all necessary City actions;

(3) The City has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement; and

(4) To the best of the City's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the City that would impair its ability to enter into or perform its obligations under this Agreement.

**Section 4.3. Survival of Covenants.** All warranties, representations, covenants and agreements of the Company contained herein shall survive termination of this Agreement for any reason.

**Section 4.4. Indemnification of City.** The Company shall indemnify and defend the City to insure that the City is held harmless from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of the Lease Agreement. This Section shall not apply to negligence or willful misconduct of the City or its officers, employees or agents or any breach of this Agreement by the City.

**Section 4.5. Sales Tax Exemptions.** In order to obtain an exemption from state and local sales taxes, the City will provide a project exemption certificate to the Company in connection with the Company's acquisition of the construction materials for the Project Improvements. The project exemption certificate shall not be used by the Company in the acquisition of the Project Equipment.

## ARTICLE V

### SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred, assigned, pledged or in any other manner hypothecated, except as provided in **Section 13.1** of the Lease Agreement.

## ARTICLE VI

### DEFAULT AND REMEDIES

**Section 6.1. Events of Default.** If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) The Company fails to make any PILOT Payment or Additional PILOT Payment required to be paid hereunder, and such failure continues for 10 business days following written notice to the Company from the City of such failure;

(b) The Company fails to perform any of its material obligations hereunder for a period of 30 days (or such longer period as the City may agree in writing) following written notice to the Company from the City of such failure, or if such failure is not subject to cure within such 30 days after such notice, the Company fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently; or

(c) Any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 30 days (or such longer period as the City may agree in writing) after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied, or if such matter is not subject to cure within such 30 days after such notice, the Company fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently.

**Section 6.2. Remedies on Default.** Any Event of Default referred to in **Section 6.1** hereof shall also constitute an Event of Default under the Lease Agreement, affording the City the remedies specified therein.

**Section 6.3. Interest on Late Payments.** Any amounts due hereunder which are not paid when due shall bear interest at the interest rate of 5% per annum from the date such payment was first due.

**Section 6.4. Enforcement.** In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments and Additional PILOT Payments provided for in this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

## ARTICLE VII

### TERM OF AGREEMENT

**Section 7.1. Term of Agreement.** This Agreement shall become effective upon execution by the parties hereto and shall terminate upon the earliest to occur of the following:

(a) the payment in full of the Bonds (or any bonds issued to refund the Bonds) and the payment of all amounts due under this Agreement;

(b) the occurrence and continuance of an Event of Default and the subsequent termination of this Agreement pursuant to the provisions of the Lease Agreement and this Agreement;

(c) the expiration of the Lease Term set forth in **Section 3.2** of the Lease Agreement;  
or

(d) the exercise by the Company of its option to purchase.

**Section 7.2. Payments in Last Year.** The foregoing provisions of **Section 7.1** shall not relieve the Company of its obligation to make any PILOT Payment or Additional PILOT Payment owing during the year in which the Bonds are paid, to the extent the Company receives the tax abatement contemplated for that year.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

**Section 8.1. Mutual Assistance.** The City and the Company agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

**Section 8.2. Notices.** All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Lease Agreement.

**Section 8.3. Severability; Effect of Invalidity.** If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, such invalid or unenforceable term will be deemed severed from this Agreement and the validity and enforceability of the other provisions hereof shall not be affected thereby (except in the event that the Exemption is determined to be invalid or unenforceable, then the provisions requiring any PILOT Payments or Additional PILOT Payments shall also be deemed invalid and unenforceable). If this Agreement, or any portion hereof, or any agreements related hereto, are determined to be invalid, the City may not recover or recapture any taxes subject to abatement as provided herein or benefits accruing to the Company prior to such determination if the Company has paid taxes in an amount at least equal to the PILOT Payments and Additional PILOT Payments due under this Agreement.

**Section 8.4. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

**Section 8.5. 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 8.6. Waiver.** The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease Agreement executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company or any affiliate in any bankruptcy court.

**Section 8.7. Entire Agreement.** This Agreement, together with the Lease Agreement, the Indenture and any other documents entered into of even date herewith in connection with the issuance of the Bonds, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior agreements, representations, negotiations and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof.

**Section 8.8. Electronic Storage.** The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 8.9. Employee Verification.** The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and

participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before December 1 of each year during the term of this Agreement, beginning December 1, 2016.

*[remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

**CITY OF JOPLIN, MISSOURI**

By: \_\_\_\_\_  
Name: Michael Seibert  
Title: Mayor

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Name: Barbara Hogelin  
Title: City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**HEARTLAND PET FOODS MANUFACTURING,  
INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**ANNUAL JOBS REPORT – 2016 EXPANSION PROJECT**

To be filed with the City and the Chamber on or before November 15 of each year during the term of the Lease Agreement:

Business Name <b>HEARTLAND PET FOODS MANUFACTURING, INC.</b>	MO. Tax I.D. Number
County, State, Zip Code	Federal Employer I.D. Number (FEIN)
Highest number of Jobs during the 90 day period ending on Test Date	“Test Date” (during the Reporting Period)
PILOT Payment Due Per Section 3.3 (if applicable)	Report Due

**The undersigned, duly authorized representative of Heartland Pet Foods Manufacturing, Inc., hereby states and certifies that the information set forth in this report is true and correct.**

Authorized Signature	Date
Contact Name	Phone Number

For questions, please contact Rob O’Brian at (417) 624-4150 or email at rob@joplincc.com.

Please send form to:

Rob O’Brian  
President of Joplin Area Chamber of Commerce  
320 East 4<sup>th</sup> Street  
Joplin, Missouri 64801

**EXHIBIT B**

**SCHEDULE OF PILOT PAYMENTS**

<b><u>Year</u></b>	<b><u>PILOT Payment</u></b>
2016	\$1,868.68
2017	4,162.01
2018	4,162.01
2019	4,245.26
2020	4,245.26
2021	4,330.16
2022	4,330.16
2023	4,416.75
2024	116,488.50
2025	169,808.22
2026	169,808.22
2027	169,898.33