## ADVANCE SOUTHWEST IOWA CORPORATION
## OPERATING AGREEMENT

This Agreement is made by and between the following parties:

A. The Iowa West Foundation (IWF), an Iowa non-profit corporation, qualified under §501C3 of the Internal Revenue Code;

B. Advance Southwest Iowa Corporation (ASWI), an Iowa non-profit corporation, qualified under §501C6 of the Internal Revenue Code;

C. Western Iowa Development Association (WIDA), an Iowa non-profit corporation, qualified under §501C6 of the Internal Revenue Code;

D. Council Bluffs Chamber of Commerce/Growth Alliance (CBCC), an Iowa non-profit corporation, qualified under §501C6 of the Internal Revenue Code;

E. Omaha Chamber Foundation (OCF), a Nebraska non-profit corporation, qualified under §501C3 of the Internal Revenue Code;

F. Pottawattamie County (PC), an Iowa municipality;

G. City of Council Bluffs (CCB), an Iowa municipality.

Purpose

WHEREAS, ASWI is organized to recruit new business and industry in the Southwest Iowa region through aggressive marketing of development assets in Southwest Iowa, along with the greater Omaha region and desires to carry out a variety of activities in cooperation with the CBCC, WIDA, OCF, PC, and CCB with the specific focus and direction of attracting new businesses and entrepreneurial activity, creating new jobs and expanding the tax base of the region. ASWI shall establish and coordinate marketing and promotional efforts to enhance the recognition of the Southwest Iowa development assets as part of the overall image and recognition of the Greater Omaha/Council Bluffs region. ASWI shall operate and serve as a point of contact for all prospects looking to relocate in the Southwest Iowa region and shall coordinate such activities with OCF programs designed to increase entrepreneurial and developmental activity in Southwest Iowa and Omaha region;

WHEREAS, IWF agrees to give a grant to OCF in the amount of $400,000.00 with $200,000.00 to assist OCF in its marketing for business development in the Omaha regional area and the other $200,000.00 to be allocated to the Council Bluffs Chamber/Growth Alliance to support on-going economic development functions of the Council Bluffs Chamber/Growth Alliance;

WHEREAS, OCF agrees to accept the $400,000.00 grant and utilize one half of it for its own marketing purposes and one half to support on-going economic development functions of the Council Bluffs Chamber/Growth Alliance;

WHEREAS, PC has previously agreed to contribute $120,000.00 annually to WIDA to support on-going economic development functions of the WIDA;

WHEREAS, CCB agrees to fund the ASWI in the amount of $100,000.00 annually to assist in the support of ASWI;

WHEREAS, PC agrees to fund the ASWI in the amount of $100,000.00 annually to assist in the support of ASWI;

WHEREAS, ASWI and CBCC shall enter into an agreement to employ a Vice-President of Economic Development to carry out the activities and mission of ASWI consistent with the job description established by ASWI,CBCC, AND WIDA with all payroll and benefit costs of such employment reimbursed to CBCC by ASWI;

THEREFORE, IN CONSIDERATION of the mutual promises, covenants and payments, the parties agree as follows:

1. IWF hereby agrees to allocate a grant to OCF in the amount of $400,000.00, commencing with January, 2014 and agrees to continue such allocation for an additional four years.

2. OCF agrees to allocate $200,000.00 annually to CBCC commencing January 2014 and agrees to continue such allocation for an additional four years. OCF further agrees to supervise the day-to-day activities of the Vice President for Economic Development consistent with the job description provided to the OCF by ASWI.

3. CCB agrees to allocate to the ASWI an amount of $100,000.00 annually, commencing January 2014 and agrees to continue such allocation for an additional four years. Payments may be made on a quarterly basis. Quarterly payments shall be made on or before the 1st day of each quarter.

4. PC agrees to allocate to the ASWI an amount of $100,000 annually commencing January 1, 2014 and agrees to continue such allocation for an additional four years. Payments may be made on a quarterly basis. Quarterly payments shall be made on or before the 1st day of each quarter.

5. PC agrees to continue allocating to WIDA an amount of $120,000.00, annually which fulfills the County's previous agreement with WIDA.

6. ASWI agrees to utilize its funds to carry out its mission and to enter into an agreement of employment of the current Vice President of Economic Development with CBCC.

7. All of the parties hereto agree as follows:

   a. to cooperate with each other in prioritizing the purposes of marketing and advancing business development in the Southwest Iowa and the Greater Omaha regions;

   b. to diligently consult and work together to meet the purposes and goals outlined in the Purpose Statement of ASWI;

   c. to fully fund their respective entities as outlined and that a failure of one to allocate funds as scheduled shall negate the obligations of the others until compliance by the non funding party; and, however, any party not intending to allocate funds shall give 180-day advance written notice of such intent to all other parties.

   d. to review, amend, or modify this agreement at any time during this five-year period by unanimous written agreement of the parties;

   e. to continue and extend this agreement on terms and conditions as unanimously agreed upon in writing at the expiration of the five year period if deemed beneficial for all parties.

WHEREFORE the parties have executed this agreement on this 19th day of December, 2013.

IOWA WEST FOUNDATION, an Iowa Non-Profit Corporation,

By: _____ Pete Tulipana 12/17/13

ADVANCE SOUTHWEST IOWA CORPORATION, an Iowa Non-Profit Corporation,

By: _____ Sharon White 12/19/13

WESTERN IOWA DEVELOPMENT ASSOCIATION, an Iowa Non-Profit Corporation,

By: _____ Pete Sorenson 12/19/2013

COUNCIL BLUFFS CHAMBER OFCOMMERCE, an Iowa Non-Profit Corporation,

By: _____ Roger Williams 12/17/13

OMAHA CHAMBER FOUNDATION, a Nebraska Non-Profit Corporation,

By: _____ David Brow 12/31/2013

POTTAWATTMIE COUNTY, an Iowa municipality

By: _____ Scott Belt 12/16/13

CITY OF COUNCIL BLUFFS, an Iowa municipality

By: _____ Tom Hanafan 12/16/13