EXHIBIT "A"

COOPERATIVE AGREEMENT

among the

CITY OF JOPLIN, MISSOURI,

WOODSONIA MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT,

and

PROSPECT VILLAGE, LLC

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), entered into as of this ____ day of _____, 2026, among the CITY OF JOPLIN, MISSOURI, a constitutional charter city and a political subdivision of the State of Missouri (the "City"), the WOODSONIA MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision (the "District") and PROSPECT VILLAGE, LLC, a Nebraska limited liability company (the "Developer") (the City, District, and Developer are collectively referred to herein as the "Parties" and individually as "Party," as the context so requires).

RECITALS

WHEREAS, on February 3, 2025, the City Council adopted Ordinance No. 2025-018, which approved the Prospect Village Increment Financing Redevelopment Plan ("TIF Plan"), established a redevelopment area, and selected the Developer to implement the projects in the TIF Plan pursuant to the terms of a separate redevelopment agreement ("TIF Contract"), as may be amended from time to time, with the Developer for the implementation of the Redevelopment Projects as described in the TIF Plan; and

WHEREAS, on February 3, 2025, the City Council adopted Ordinance No. 2025-017 establishing the Joplin Sports Facility Community Improvement District and on March 28, 2025, the voters of said district approved the imposition of a CID sales tax to fund the design and construction of a Sports Complex facility; and

WHEREAS, on October 15, 2025, the Petition for the Creation of the Woodsonia Marketplace Community Improvement District (the "Petition") was filed with the City Clerk requesting that the City Council establish the District; and

WHEREAS, on November 17, 2025, the City Council adopted Ordinance No. 2025-170, pursuant to which the City approved the Petition to establish the District, which includes the property described on **Exhibit A** attached hereto and incorporated herein by reference (the "District Area"), found the area described in the Petition to be a blighted area, and established the District for the purposes set forth in the Petition; and

WHEREAS, the Petition requested authority for the District to impose a CID Sales Tax at a rate of up to one percent (1%) to fund the CID Project and Operating Costs; and

WHEREAS, on November 19, 2025, the Board of Directors imposed the CID Sales Tax at the maximum rate of one percent (1%) which was approved by the voters of the District on December 16, 2025, and the DOR will begin collecting the tax on April 1, 2026; and

WHEREAS, the Parties anticipate that the Industrial Development Authority of the City of Joplin, Missouri (the "IDA") will issue Obligations and that the proceeds of the Obligations will be used to fund CID Reimbursable Project Costs; and

WHEREAS, the City and the District anticipate that all of the CID Sales Tax Revenue will be available to pay debt service on the Obligations, Operating Costs, and CID Reimbursable Project Costs in accordance with this Agreement including any portion of the CID Sales Tax generated in the District boundaries that is captured as economic activity taxes by the TIF Plan; and

WHEREAS, the District has agreed to, subject to annual appropriation, transfer, or direct the transfer, to the Trustee, of CID Sales Tax Revenue (except funds reserved to pay Operating Costs and CID Reimbursable Project Costs) to pay debt-service on the Obligations in accordance with the Financing Documents as defined herein; and

WHEREAS, the Parties agree and acknowledge that the approved TIF Plan is, in part, to reimburse the Developer for the remediation of environmental issues within the CID boundaries; and

WHEREAS, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the CID Sales Tax and the funding of the CID Project and related Financing Costs, and Operating Costs therefrom.

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

ARTICLE 1: DEFINITIONS, RECITALS, AND EXHIBITS

Section 1.1 Recitals and Exhibits.

The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions.

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:

"Affiliate" means any person, entity or group of persons or entities which controls a Party, which a Party controls or which is under common control with a Party. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

“Applicable Laws and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement, or decision of or agreement with or by any unit of government.

“Board of Directors” means the governing body of the District.

"CID Act" means the Missouri Community Improvement District Act, §§ 67.1401, *et seq*, RSMo, as amended.

“CID Bond Project Costs” means that portion of the CID Project as described in **Exhibit E-2** attached hereto, which costs may fluctuate and may be amended from time to time, to be

funded solely and directly with the proceeds from the Obligations, and which include all actual and reasonable costs and expenses which are incurred by or at the direction of the District, the City or the Developer with respect to creation of the District, the acquisition of the property, and construction of the CID Project, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen for the CID Project that is constructed, maintained, or undertaken by the District, the City or Developer, all other reimbursable expenses of the Developer, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the CID Project, including but not limited to the following:

(1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, title companies, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the acquisition of land and the commencement of construction, interest costs, preparation of plans, drawings, and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the creation of the District and implementation and construction of the CID Project and all actual and reasonable costs for the oversight of the completion and maintenance of the CID Project; and

(2) the costs set forth in **Exhibit E-1** and **E-2**, which budgets are subject to amendment upon agreement of the parties, including the purchase of land currently estimated at 22 acres at $12.00 per square foot for the Sports Complex Property, the Roberts Medical Building property acquisition and relocation, the appraised value for the purchase of land to be used as the Public Park, and the appraised value for right of way and detention facilities, and all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition and disposal of property, construction, improvement, maintenance, and financing of the CID Bond Project Costs and which may lawfully be paid or incurred under the CID Act.

“CID Operating Account” means the account as further described in **Section 3.3.B.** established by the District with the CID Revenue Account for payment of CID Operating Costs and CID Reimbursable Project Costs as provided in this Agreement and the Financing Agreement.

"CID Project" means the acquisition, construction and improvement of certain improvements including but not limited to raising significant portions of the District out of the flood plain, remediation of numerous environmental conditions, mass grading of much of the District property, acquisition of real estate for the Sports Complex, acquisition of land for the Public Park Area, design and construction of the Public Park, acquisition of right of way and detention facilities, and such other improvements or services within the District Area as described in the Petition (as it may be amended from time to time) and as permitted under the CID Act. A depiction showing the portion of the Public Park Area to be acquired by the District is shown in **Exhibit I**. A depiction showing the portion of the Public Park Area for which the City will grant the District an easement is shown in **Exhibit J**. A depiction showing the public right of way and detention facilities to be acquired by the District is shown in **Exhibit K.** A depiction showing the Sports Complex Property to be acquired by the District is shown in **Exhibit L**.

"CID Reimbursable Project Costs" means, except for CID Bond Project Costs paid or to be paid with proceeds from the Obligations, all actual and reasonable costs and expenses

which are incurred by or at the direction of the District, the City or the Developer with respect to creation of the District and construction of the CID Project (including Operating Costs of the District), including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen for the CID Project that is constructed, maintained, or undertaken by the District, the City or Developer, all other reimbursable expenses of the Developer, plus all actual and reasonable costs to plan, finance, develop, design, and acquire property for the CID Project, including but not limited to the following:

(1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, title companies, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the acquisition of land and the commencement of construction, Financing Costs, preparation of plans, drawings, and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the creation of the District and implementation and construction of the CID Project and all actual and reasonable costs for the oversight of the completion and maintenance of the CID Project; and

(2) the costs set forth in **Exhibit E-1** and **E-2**, which budgets are subject to amendment upon agreement of the parties, including the purchase of land currently estimated at 22 acres at $12.00 per square foot for the Sports Complex Property, the Roberts Medical Building property acquisition and relocation, the appraised value for the purchase of land to be used as the Public Park, and the appraised value for right of way and detention facilities, and all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition and disposal of property, construction, improvement, maintenance, and financing of the CID Bond Project Costs and which may lawfully be paid or incurred under the CID Act.

“CID Revenue Account” means the master trust fund established by the District to be known as the “The Woodsonia Marketplace Community Improvement District Sales Tax Fund” into which CID Sales Tax Revenue shall be deposited, and from which the District shall transfer pledged CID Sales Tax Revenue to the Trustee (in the event Obligations are issued) and pay Operating Costs and CID Reimbursable Project Costs in accordance with this Agreement.

"CID Sales Tax" means the sales tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant and subject to the CID Act in the amount not to exceed one percent (1%).

"CID Sales Tax Revenue" means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the CID Sales Tax, but shall not include (a) the amount, if any, retained by the Missouri Department of Revenue for the cost of collecting such tax, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum, and (d) any amount captured as an economic activity tax under the TIF Plan which will be made available for payment of CID Reimbursable Project Costs.

"City Council" means the governing body of the City.

“Developer Agreement" means the separate Developer Agreement between the Developer and the District pursuant to which the Developer shall construct the CID Project in the form attached hereto as **Exhibit H**.

“District Area” means the real property within the boundaries of the District as legally described and shown on the attached **Exhibit A**.

“DOR” or “Department of Revenue” means the Missouri Department of Revenue.

"Event of Default" means any event specified in **Section 6.1** of this Agreement.

"Excusable Delays" means delays due to acts of terrorism, acts of war or civil insurrection, pandemics, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body including but not limited to the Missouri Department of Natural Resources and US Army Corps of Engineers, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner.

“Financing Agreement” means a Financing Agreement between the IDA or other eligible issuer and the District to be executed by the parties prior to the issuance of Obligations.

“Financing Documents” means a trust indenture, the Financing Agreement, or similar instruments by which the District agrees to transfer or pledge the CID Sales Tax Revenue to pay debt service on Obligations to the extent they are issued, subject to annual appropriation, issued to fund the CID Project.

"Financing Costs" means those costs incurred as a result of private loans, notes, or other financing obtained by the Developer, subject to the restrictions in this Agreement to pay any portion attributable to CID Reimbursable Project Costs incurred or estimated to be incurred, including but not limited to loan fees, capitalized interest, legal fees, interest and other costs related to such financing.

“IDA” means the Industrial Development Authority of the City of Joplin, Missouri.

“Obligations" means any loans, bonds, additional bonds, debentures, notes, special certificates, or other evidences of loans or indebtedness whether short term, temporary or permanent financing issued by the CID, the IDA (or other eligible issuer) to pay all or any portion of the CID Reimbursable Project Costs incurred or estimated to be incurred, to pay for interest costs, to establish reserves to refund or secure such Obligations, to finance the interest costs associated with such Obligations or to refund, redeem or defease outstanding Obligations. Only those CID Reimbursable Project Costs described in **Exhibit E-2** shall be paid with proceeds from the Obligations and such costs shall be paid in the manner set forth in the Financing Documents. To the extent of any discrepancy in the manner of payment of such CID Reimbursable Project Costs between this Agreement and the Financing Documents, the Financing Documents shall control.

"Operating Costs" means an amount not to exceed the actual, reasonable expenses that are necessary or desirable for the operation of the District and maintenance of the CID Project that shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, landscaping and maintenance services, accounting, financial auditing services, insurance, administration of the CID Sales Tax, enforcement and collection of the CID Sales Tax, and other consultants or services, as described in **Exhibit E-1** attached hereto, which is also attached to the Petition as Exhibit D - Five-Year Plan. The Operating Costs will be adjusted for each fiscal year in the District's Annual Budget.

"Ordinance" means an ordinance enacted by the City Council.

"Public Park" means the park to be designed and constructed by the Developer pursuant to this Agreement and the Developer Agreement and funded by the Sports Facility CID pursuant to the Sports Facility Cooperative Agreement. The Parties and the Sports Facility CID shall approve the final design of the Public Park prior to construction following a public charrette in consideration of the costs of ongoing maintenance of the Public Park.

"Public Park Area" means the area shown on **Exhibit I** and **Exhibit J**.

"Purchase and Sale Agreement" means the separate Purchase and Sale Agreement(s) between the Developer and the District, and the District and the City, as applicable, pursuant to which the Developer shall sell and the District shall purchase (A) the Sports Complex Property, (B) the site of the Public Park Area not within the easement granted by the City to the District, and (C) right of way and detention facilities, which agreement(s) shall be in the form attached hereto as **Exhibit G**.

"Sports Complex" means the approximately 135,000 square foot multi-sport facility to be constructed by the Developer pursuant to the Sports Facility Cooperative Agreement, the developer agreement related to the multi-sport facility, and the TIF Contract.

"Sports Complex Property" means the property described in **Exhibit L**.

"Sports Facility CID" means the Joplin Sports Facility Community Improvement District established by Ordinance No. 2025-017 of the City on February 3, 2025.

"Sports Facility Cooperative Agreement" means the cooperative agreement between the Sports Facility CID, the City, and the Developer.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, *et seq*., RSMo, as amended.

"TIF Contract" means the Tax Increment Financing Contract between the Developer and the City pertaining to the TIF Plan dated August 11, 2025.

"TIF Plan" means the Prospect Village Tax Increment Financing Redevelopment Plan approved by the City pursuant to the TIF Act, as may be amended from time to time.

"Trustee" means the banking institution named as trustee under the trust indenture and related documents for the Obligations issued to fund the CID Project.

"Underwriter" means the underwriting firm selected by the District and the Developer, relating to the sale, purchase and delivery of the Obligations.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District.

The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID 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 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.

D. 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.

E. The District acknowledges that the funding and construction of the CID Project is of significant value to the District, the property within the District Area, and the general public. The District finds and determines that the CID Project is reasonably anticipated to assist in the remediation of blighting conditions within the District Area and will serve a public purpose by assisting in the remediation of blighting conditions and by the promotion of the economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the District finds that the CID Project conforms to the purposes of the CID Act.

Section 2.2. 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 City Manager has been duly authorized to execute and deliver this Agreement.

C. 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, 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.

D. 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.

E. In accordance with the CID Act, the governing body of the City has determined that the expenditure of the District's revenues pursuant to this Agreement and that the actions to be taken by the Parties pursuant to this Agreement are reasonably anticipated to remediate the blighting conditions within the District Area and will serve a public purpose by remediating the blighting conditions and by promoting economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the City acknowledges that the CID Project conforms to the purposes of the CID Act.

Section 2.3. Representations by Developer.

Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or threatened against the Developer or the CID Project which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement. In addition, no litigation, proceedings, or investigations are pending or threatened against the Developer seeking to restrain, enjoin, or in any way limit the approval or issuance and delivery of this Agreement or which would in any

manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity, or performance by the Developer, the terms and provisions of this Agreement.

D. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations, and requirements of every duly constituted governmental authority, commission, and court having jurisdiction over the CID Project. By entering into this Agreement, the Developer certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Developer understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

E. The Developer acknowledges that the funding and construction of the CID Project is of significant value to the property within the District Area and the general public. The Developer acknowledges that the CID Project is reasonably anticipated to assist in the remediation of blighting conditions within the District Area and will serve a public purpose by assisting in the remediation of blighting conditions and by the promotion of the economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the Developer acknowledges that the CID Project conforms to the purposes of the CID Act.

ARTICLE 3: COLLECTION OF FUNDS

Section 3.1. Imposition of the CID Sales Tax.

The Board of Directors adopted Resolution No. 2025-03 on November 19, 2025, imposing the CID Sales Tax within the District's boundaries, subject to qualified voter approval. The voters of the District approved the CID Sales Tax on December 16, 2025, and collection of the CID Sales Tax by the DOR will begin on April 1, 2026. The District shall use CID Sales Tax Revenue so deposited to make those payments set forth in **Section 3.5**, in the order of priority set forth in **Section 3.5**. All CID Sales Tax Revenue disbursements shall be subject to annual appropriation of the District. The District anticipates that Obligations will be issued to pay CID Bond Project Costs including reimbursement of Developer for CID Reimbursable Project Costs. Whether or not Obligations are issued, the District may reimburse the Developer for approved CID Reimbursable Project Costs not otherwise reimbursed with Obligation proceeds on a pay as you go basis. Except for CID Bond Project Costs paid solely from Obligation proceeds, the District shall not have any obligation to reimburse Developer for CID Reimbursable Project Costs under this Agreement until the Reimbursement Certificate has been approved (as described in **Section 4.4**) and until sufficient CID Sales Tax Revenue has been collected and is available for payment to Developer.

Section 3.2. Administration and Collection of the CID Sales Tax.

A. The DOR. The CID Sales Tax will be collected by the DOR as provided in the CID Act and deposited into the CID Revenue Account by the DOR.

B. The District. The District shall perform or provide for the performance of all functions incident to the administration, enforcement, and operation of the CID Sales Tax, to the extent not performed by DOR, pursuant to the CID Act, and subject to this Agreement. If collected by DOR, the District shall receive the CID Sales Tax Revenues from DOR, which shall be used in accordance with this Agreement.

Before the CID Sales Tax is collected, the District shall accomplish the following: (i) enter into any contract required by DOR for the collection of the CID Sales Tax and deposit thereof into the CID Revenue Account in accordance with the CID Act and (ii) prescribe any required forms and administrative rules and regulations for reporting the CID Sales Tax. The Parties anticipate that retail businesses within the District Area will collect and report the CID Sales Tax to DOR in substantially the manner and form as set forth in **Exhibit D** attached hereto and incorporated herein by reference. The District shall deposit all proceeds of the CID Sales Tax that may lawfully be collected by the District into the CID Revenue Account.

The District shall keep accurate records of the amount of CID Sales Tax Revenue on deposit in the CID Revenue Account and such records shall be open to the inspection of the City at reasonable times and upon written request. In the event that any records pertaining to the CID Sales Tax are governed by Section 32.057 of the Revised Statutes of Missouri, as amended, the District shall provide such records in the District's possession to the City upon receipt of a written request that conforms to Section 32.057.2(1)(e) of the Revised Statutes of Missouri, as amended, and only to the extent necessary to assist in collection of the CID Sales Tax.

The District shall report all violations that come to its attention of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the DOR for enforcement to the extent that such violations result in the District's inability to collect the CID Sales Tax in a timely manner as provided for in the Sales Tax Law. All amounts in the CID Revenue Account shall be expended solely in accordance with this Agreement and the Financing Documents to the extent Obligations are issued. Upon the expiration of the CID Sales Tax, all funds remaining in the CID Revenue Account shall continue to be used solely in accordance with this Agreement and the Financing Documents to the extent Obligations are issued.

C. The City. Upon receipt of an application for a business license for a new business within the District Area, the Finance Director of the City (or designee) shall provide written notice to the District of the same and the notice shall specify the name of the new business, the address of the new business, and the state sales tax identification number of the new business (if then available or later at such time it is available).

Section 3.3. District Operating Costs.

A. The Operating Costs of the District shall be paid from CID Sales Tax Revenue in accordance with **Section 3.5** of this Agreement. The Operating Costs shall be included in the District's Annual Budget, as provided in **Section 5.5.** The Operating Costs may be paid from funds available in the CID Operating Account including payment on a pay as you go basis until such time as Obligations are issued.

B. In the event that Obligations are issued, the CID Operating Account will be initially funded in the amount of $30,000 with proceeds from the Obligations issued by the IDA (or other eligible issuer) for the payment of Operating Costs and CID Reimbursable Project Costs. In each fiscal year that the balance in the CID Operating Account is less than $30,000, the District may replenish the CID Operating Account up to $30,000 with available CID Sales Tax Revenue. If the District incurs extraordinary Operating Costs in excess of $30,000 in any fiscal year, the District may use available CID Sales Tax Revenue, to pay for such extraordinary Operating Costs provided that the City and the Trustee first approve of the payment in writing.

C. In the event that there are insufficient funds generated by CID Sales Tax Revenue in any fiscal year to cover the Operating Costs incurred with respect to such fiscal year, such costs shall be paid by the Developer.

Section 3.4. Enforcement of the CID Sales Tax.

Except to the extent otherwise provided in the CID Act, the District shall be responsible to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the CID Sales Tax. In the case that the City has determined that the District has failed to fulfill its obligation under this Section, the City is hereby authorized, to the extent permitted by law, to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the CID Sales Tax in either its name or the name of the District. In such case, 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.

Notwithstanding anything to the contrary in this Agreement, neither the City nor the District shall be required to undertake any enforcement action if the cost of such enforcement is reasonably expected to exceed the amount of revenues sought to be collected. Any costs incurred by any Party in an attempt to enforce and/or collect the CID Sales Tax pursuant to this Section shall be considered as an Operating Cost and distributed to such Party in accordance with **Section 3.5** of this Agreement.

Section 3.5. Distribution of the CID Sales Tax Revenue.

The District agrees to pay or reimburse the Developer for CID Reimbursable Project Costs on a pay as you go basis or by the issuance of Obligations, as provided herein, subject to the terms and conditions of the Financing Documents. Nothing in this Agreement shall obligate the District to issue, cause to be issued, or further endorse Obligations for any cost that is not a CID Reimbursable Project Cost. CID Reimbursable Project Costs will be certified and allocated as eligible for reimbursement and reimbursed through CID Sales Tax Revenue or proceeds of Obligations. To facilitate formation of the District and construction of the CID Project, the Developer incurred CID Reimbursable Project Costs. The District shall reimburse Developer or directly pay such formation costs with CID Sales Tax Revenue or the proceeds of Obligations.

A. Obligations. In the event Obligations are issued, the District shall, pursuant to the Financing Documents, provide for transfer to the Trustee of the CID Sales Tax Revenue generated within the District, except for the funds reserved to pay for Operating Costs in the Operating Account. The payment of CID Bond Project Costs shall be approved in the manner set forth in the Financing Documents, which will require that the City approve and certify each written request for disbursement (in the form attached as an exhibit to the trust indenture as part of the Financing Documents) prior to the payment of CID Bond Project Costs.

B. Pay As You Go. In the event that Obligations are not issued, the CID Project may be funded on a pay as you go basis and the District shall not disburse any of the CID Sales Tax Revenues for CID Reimbursable Project Costs until the City has approved the Reimbursement Certificate, as defined in **Section 4.4**, and in accordance with the approved Annual Budget. The District shall, subject to annual appropriation by the Board of Directors, make disbursements of the CID Sales Tax Revenues Fund on a monthly basis in the following order of priority:

1. Payment of approved Operating Costs of the District after the City has approved any required Reimbursement Certificate in accordance with **Section 4.4**, and to the extent CID Reimbursable Project Costs remain unpaid.

2. Payment of the CID Reimbursable Project Costs and related Financing Costs with CID Sales Tax Revenue, after the City has approved any required Reimbursement Certificate in accordance with **Section 4.4**, and to the extent CID Reimbursable Project Costs remain unpaid.

Section 3.6 Use of Captured CID Sales Tax Revenue

The Developer and City intend that certain Redevelopment Projects proposed under the TIF Plan will be activated after the District's imposition of the CID Sales Tax. The CID Sales Tax Revenue which is captured as economic activity tax under the TIF Plan or applicable Missouri law shall be made available to pay CID Reimbursable Project Costs.

Section 3.7. Modification of the CID Sales Tax and Termination of the District.

Subject to limitations of the CID Act, upon (A) twenty-seven (27) years from the effective date of Ordinance No. 2025-170 adopted on November 17, 2025, or (B) for such shorter or longer period to coincide with the termination of the District in accordance with the CID Act at such time as (i) the CID Project has been completed, (ii) all CID Reimbursable Project Costs and related Financing Costs have been reimbursed, (iii) the Obligations, if any, issued by the IDA (or other eligible issuer) have been paid in full, and (iv) all costs included in **Exhibit E-2** attached hereto that are eligible to be paid or reimbursed with CID Sales Tax Revenue have been paid or reimbursed, the District shall implement the procedures in the CID Act to decrease or otherwise modify the CID Sales Tax to the amount necessary to fund eligible services within the District. The District shall not implement the procedures for repeal or modification of the CID Sales Tax and abolishment of the District if the District, with the prior written consent of the City, has approved another project pursuant to the CID Act.

ARTICLE 4: ACQUISITION AND FINANCING CID PROJECT

Section 4.1. Acquisition of Land. The Developer owns or shall acquire the Sports Complex Property, (B) the site of the Public Park Area not within an easement to be granted by the City, and (C) right of way and detention facilities. The Developer shall sell such land to the District and the District shall purchase such land from the Developer pursuant to the terms and conditions of the Purchase and Sale Agreement for each site. The District's sole source of funds to acquire the land is CID Sales Tax Revenue or the proceeds of the Obligations. The purchase price for the acquisition of the land will include $12.00 PSF for the purchase of land for the Sports Complex Property, the amount included in **Exhibit E-2** for the Roberts Medical Building acquisition and relocation, the appraised value for the purchase of land to be used as

the Public Park, and the appraised value for right of way and detention facilities.

The City will grant an easement to the District for a portion of the Public Park Area. The District will acquire the Public Park Area not subject to such easement from the Developer and the District and/or Developer will be responsible for maintenance of the Public Park during the period of ownership. Upon expiration of the life of the District, the District agrees to convey the Public Park to the City and the City agrees to accept title. The Easement Agreement shall be in the form attached hereto as **Exhibit F**. The depiction showing the portion of the Public Park to be acquired by the District is shown in **Exhibit I**. The depiction showing the portion of the Public Park for which the City will grant the District an easement is shown in **Exhibit J**.

Section 4.2 Design and Construction of CID Project.

A. The District and City hereby acknowledge that the Developer plans to construct the CID Project in accordance with this Agreement and pursuant to the terms and conditions of the Developer Agreement. The City and District shall work in good-faith with the Developer to develop the plans, specifications, and ultimate design of the CID Project. The CID Project shall be carried out subject to Applicable Laws and Requirements and this Agreement. The Developer shall comply with all Applicable Laws and Requirements including laws related to public bidding, the posting of bonds, prohibitions and requirements contained in Chapters 67, 208, 285, 290, 292, and 650, RSMo (as applicable) and the payment of prevailing wages to contractors or subcontractors of Developer for construction of the CID Project, if applicable. Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to applicable laws.

B. The Developer will coordinate with the District and the City the design and construction of the CID Project. The Developer shall be solely responsible to select and contract for such professional service consultants for the design and construction of the CID Project as it deems necessary or desirable, subject to the requirements in **Section 4.3** for funding of such costs. The Developer shall submit plans and specifications for each phase of the CID Project to the City or any other local or state governmental entity that has jurisdiction over the permitting of such phase. Within forty-five (45) days after receiving plans and specifications for any phase of the CID Project, the City shall approve such plans and specifications or notify the Developer of any changes required by the City. If the City requires changes, the Developer shall cause the plans and specifications to be modified. Thereafter, the Developer shall submit the modified plans and specifications to the City. In no case shall construction begin on any phase of the CID Project until and unless the City (or any local or state governmental entity that has jurisdiction over the permitting of such phase) has approved the plans and specifications.

C. As a part of the CID Project, the Developer shall cause site work and environmental remediation work to be performed on the Sports Complex Property in order for the property to be conveyed by the District to the Sports Facility CID at such time as it is determined by the City and Sports Facility CID that such work is complete and the site is ready for the construction of the Sports Complex to proceed, all pursuant to a purchase and sale agreement and the terms of the Sports Facility Cooperative Agreement. The Sports Facility CID shall thereafter fund and the Developer shall construct the Sports Complex pursuant to the terms of the Sports Facility Cooperative Agreement and a developer agreement between the Sports Facility CID and the Developer.

D. If the Developer fails to complete the CID Project by the date(s) set forth in the TIF Contract, the City shall have the right to send a notice to Developer of such default and the requirement to cure the default within thirty (30) days, or if it is not practical to cure such default within thirty (30) days, such time period as mutually agreed upon between the parties.

E. If the Developer fails to cure such default, then the City may assume responsibility to complete the CID Project in accordance with this Agreement, provided that the City's sole source of funding shall be available proceeds from the issuance of the Obligations by the IDA.

F. The District has obtained or applied for a sales tax exemption letter from the Missouri Department of Revenue. To the extent permitted under the CID Act, Section 144.062, RSMo, as amended, and other Applicable Laws and Requirements the District, subject to receipt of a sales tax exemption letter from the Missouri Department of Revenue, will provide to the Developer a sales tax exemption certificate for the purchase of construction supplies and materials necessary for the construction of the CID Project. The Developer shall adhere to the procedures for implementing the District's sales tax exemption certificate as provided in the Developer Agreement.

Section 4.3. Financing the CID Project.

A. The provisions of this **Section 4.3** shall apply only in the event that Obligations are issued. The IDA or other eligible issuer may issue Obligations, in one more series, to provide financing for the CID Project as described in **Exhibit E-2**, including the District's acquisition of the land described in such exhibit and in this Agreement. Pursuant to the Financing Documents, the Developer will be reimbursed from proceeds of the Obligations for CID Bond Project Costs incurred.

Developer will coordinate selection of the Underwriter for issuance of Obligations and assist in the assumptions and development of the terms for a financing transaction. The financing structure, features, timing, schedule and principal amount available for funding of the CID Project shall be acceptable to Developer in its sole discretion such that sufficient proceeds are available as and when required for completion of the CID Project.

B. The Obligations shall be payable solely from the CID Sales Tax Revenue, any amount captured as economic activity taxes by the TIF Plan, the proceeds of the Obligations, and from such other sources as agreed upon by the parties. The Obligations shall not constitute a debt or liability or general obligation of the District, the City, the State, any authority that may issue the Obligations on the District's behalf, or any agency or political subdivision thereof.

The City and the District agree that Developer will be provided from proceeds of Obligations, one hundred percent (100%) of the property acquisition costs as set forth in **Exhibit E-1** and **E-2**. pursuant to a Purchase and Sale Agreement.

The remaining proceeds of Obligations shall be applied to the balance of CID Reimbursable Project Costs.

C. The Developer and the City covenant to cooperate and take all reasonable actions necessary to assist the District and its bond counsel, underwriters and financial advisors in the preparation of offering statements, private placement memoranda or other disclosure

documents and all other documents necessary to market and sell Obligations, as appropriate. The City agrees to provide historical sales tax collection information for businesses within the District Area. The Developer and the City will not be required to disclose to the general public or any investor any proprietary or confidential financial information pertaining to the Developer or any retailer.

G. The District agrees to cause the officer of the District at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the District for each fiscal year that the Obligations are outstanding, a request for an appropriation of CID Sales Tax Revenues for application to the payment of Obligations in accordance with this Agreement.

Section 4.4. Certificate of Completion and CID Reimbursable Project Costs.

Upon substantial completion of the CID Project (or a portion thereof), Developer shall submit a Certificate of Completion substantially in the form attached hereto as **Exhibit B** ("Completion Certificate") to the District and the City for approval; provided, however, that a Completion Certificate shall not be required for payment of CID Bond Project Costs, which will be paid in the manner set forth in the Financing Documents. The District shall submit the Completion Certificate to the City to verify that the CID Project has been completed in accordance with all Applicable Laws and Requirements. If the City determines, in its reasonable discretion, that the CID Project has been completed in accordance with all Applicable Laws and Requirements, then the City shall approve the Completion Certificate, which approval shall not be unreasonably withheld. If the City determines not to approve the Completion Certificate, the City shall notify the District and the Developer as appropriate in writing within fifteen (15) days after receiving the Completion Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the City shall hold a hearing at which the Developer may challenge the City's determination, including presentation of new and/or additional evidence.

A. The issuance of a Completion Certificate by the District and the City shall be a conclusive determination of the satisfaction of the covenants in this Agreement with respect to the obligations of Developer to complete the CID Project, but shall not prevent District or City from future action in the event of any subsequent default by Developer in the performance of any of its other obligations under this Agreement.

B. Each such certificate issued by District and City shall contain a description of the real property affected thereby and shall be in such form as will enable it to be accepted for recording in the Office of the Recorder of Deeds for Jasper County, Missouri and the Office of the Recorder of Deeds for Newton County, Missouri.

C. Whether or not the Obligations are issued, so long as there is CID Sales Tax Revenue available that is not pledged to the Trustee and CID Sales Tax proceeds are disbursed on a pay as you go basis, Developer shall submit its request for certification of CID Reimbursable Project Costs (“Reimbursement Certificate”) to the District and the City Finance Director using substantially the form attached as **Exhibit C** for such costs incurred by Developer, within sixty (60) days of incurring such costs. Developer shall provide itemized invoices, receipts, or other information, if any, to confirm that any submitted cost has been so incurred and qualifies as a CID Reimbursable Project Cost. If the District and the City Finance Director determine, in their reasonable discretion, that the costs submitted for reimbursement are CID Reimbursable Project Costs, then the Reimbursement Certificate and the amounts stated therein for payment

in accordance with this Agreement shall be approved and the City and the District shall sign and deliver the Reimbursement Certificate to the Developer within ten (10) days of its approval. If the District and the City Finance Director determine to not approve the Reimbursement Certificate for payment, the Developer shall be notified as appropriate in writing within fifteen (15) days after receiving the Reimbursement Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the Board of Directors of the District if the District withholds its approval or the City Council if the City withholds its approval shall hold a hearing at which the Developer may challenge the District's or the City Finance Director's determination, including presentation of new and/or additional evidence. Developer shall have the right to identify and substitute other CID Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that the District or the City Finance Director determine does not qualify as a CID Reimbursable Project Cost. Developer shall not be required to obtain the approved Completion Certificate pursuant to **Section 4.4.A** prior to receiving reimbursement in accordance with this Agreement. If the District and the City fail to either approve or withhold approval of any Reimbursement Certificate within thirty (30) days after receipt of a Reimbursement Certificate, the Reimbursement Certificate shall be deemed approved for all purposes under this Agreement.

Section 4.5. RESERVED.

Section 4.6. New CID Projects.

The District shall not undertake new improvement projects without the prior approval of the City Council and any changes to the CID Project contemplated herein shall be governed by the terms and processes of the CID Act.

Section 4.7. District Eligible Services.

The District shall not undertake the provision of CID eligible services as authorized in Section 67.1461, RSMo., without the prior approval of the City Council.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1. 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 the City upon written request (within a reasonable time not to exceed three (3) business days) such information as it may request concerning the District, including such statistical and other operating information requested by the City on a periodic basis, in order to determine whether the covenants, terms, and provisions of this Agreement have been met.

In addition, the District shall prepare or cause to be prepared financial statements each fiscal year. The District shall be responsible for causing the preparation of audited or unaudited financial statements as may be required by the Financing Documents. The annual unaudited or audited financial statements of the District for each fiscal year shall be prepared and submitted to the City no later than one hundred eighty (180) days following the end of such fiscal year. For that purpose and upon at least two (2) business days' notice to the District, all pertinent books, documents, and vouchers relating to the District's business, affairs, and

properties shall at all times during regular business hours be open to the inspection of such accountant, other agent, or City official or employee (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 5.2. Records.

The Parties shall keep and maintain adequate records pertaining to the costs of the CID Project and disbursements for reimbursement or payment of the costs of the CID Project and related Financing Costs and Operating Costs. Such records shall be available for inspection by the City and/or District at reasonable times and upon written notice.

Section 5.3. Notice to and Consent by Tenants and Transferees.

A. Developer shall use its reasonable best efforts to cause all leases of all or any part of property located in the District entered into after the date of this Agreement by Developer to contain a provision that is in substantial compliance with the following, provided that Developer shall have no obligation to include such covenants in any deeds, leases or other instruments by which any interest in real property has been obtained prior to execution of this Agreement:

> Community Improvement District: Tenant acknowledges and consents that (i) all or a portion of the Leased Premises are located within the boundaries of the Woodsonia Marketplace Community Improvement District ("District") created by Joplin, Missouri (the "City"), (ii) that the District imposes a sales tax on economic activities occurring within the District Area, which tax will be applied toward the costs of improvements that will provide a generalized benefit to the District. If any of Tenant's sales activities occur within the District Area, upon request of the City, Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the District is a third party beneficiary of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

Developer shall use its reasonable best efforts to cause a provision in substantial compliance with this provision to be included in all sales contracts entered into after the date of this Agreement by Developer with purchasers of property located within the District Area, requiring said sales information be provided to the District.

B. Promptly following the execution of any instrument transferring all or any part of property located in the District, Developer shall provide a certification to the District, signed by Developer and such transferee, confirming that the instrument includes the provisions satisfying Developer's obligation as set forth in this **Section 5.3**. Failure of Developer to require that such restrictions be placed in any such instrument shall in no way modify, lessen, or diminish the obligations and restrictions set forth herein relating to the District's rights of enforcement and remedies under this Agreement, nor shall it affect the Developer's right to reimbursement of its CID Reimbursable Project Costs or otherwise form the basis of a default on the part of the Developer hereunder.

C. The District, and, to the extent necessary Developer, shall use reasonable efforts to enforce the sales contract obligation set forth in paragraph B of this Section and shall use reasonable efforts to require any purchaser or other transferee or possessor of all or part of property located in the District, to timely pay any CID Sales Tax due. This obligation shall be a covenant running with the land and shall be enforceable against Developer and against any purchaser or other transferee or possessor from Developer as if such purchaser or possessor were originally a Party to and bound by this Agreement and shall only terminate upon the end of the term of the District. All costs incurred by the District and/or Developer in using reasonable efforts to enforce the obligations contained in this Section shall be deemed to be CID Reimbursable Project Costs that are reimbursable from the CID Sales Tax Revenue.

Section 5.4. Developer's Obligations to the City Under Bond or Surety.

A. The Parties agree that the CID Project, or any portion thereof, which the Developer is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, does not diminish the consideration to the District as recited in **Section 2.1** and shall be a CID Bond Project Cost or a CID Reimbursable Project Cost, as applicable, that may be paid or reimbursed in accordance with this Agreement.

B. The Parties agree that in the event that the City constructs or causes to be constructed any portion of the CID Project pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or a City ordinance, then the City shall be entitled to reimbursement from the District for such CID Bond Project Costs or CID Reimbursable Project Costs, as applicable, that are not paid or reimbursed to the City under such bond or surety.

Section 5.5. Annual Budget.

The Board of Directors shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's first fiscal year and submit that budget to the City's Director of Finance ("Finance Director") within sixty (60) days after the date the City Council approves the ordinance to establish the District. The fiscal year of the District shall be the same as that of the City. For each subsequent fiscal year of the District, the Board of Directors shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's upcoming fiscal year and, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, shall submit a proposed budget to the Finance Director for review (the "Annual Budget"). Within a reasonable time after obtaining the Finance Director's comments regarding the Annual Budget, the Board of Directors shall approve the same. Each Annual Budget for the District shall be prepared in accordance with all applicable state statutes including Sections 67.010 and 67.1471 RSMo, as amended.

Section 5.6. Board of Directors.

Pursuant to Section 6 of the Petition, Successor Directors to the Board of Directors shall be appointed by the Mayor with the consent of the City Council. The City shall be entitled to appoint the Finance Director as an ex officio member of the District's Board of Directors. Such ex officio member shall be permitted to attend District Board of Directors meetings but shall not have any voting power. The District shall notify the City in writing of each meeting of the District's Board of Directors by sending a copy of such notice and an agenda for the noticed meeting to the Finance Director at City Hall, 602 S. Main Street, Joplin, Missouri 64801.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. Events of Default.

If the following event shall occur and be continuing following the expiration of any cure provisions herein, then such event shall constitute an Event of Default under this Agreement: failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement (except as otherwise provided in **Section 5.3**), and the continuance of such default for ninety (90) days, or such longer period of time required if the defaulting Party determines with consent of the other parties that the default cannot be cured within such ninety (90) day period, after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2. Remedies on Default.

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. To the extent that the City must enforce its rights against the CID due to an Event of Default, costs incurred by the City for such enforcement shall be Operating Costs.

Section 6.3. Rights and Remedies Cumulative.

The rights and remedies reserved by the Parties 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 Parties shall 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 6.4. 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.

Section 6.5. Excusable Delays.

No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such excusable delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term.

This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. Upon the expiration of the CID Sales Tax as provided in **Section 3.7**, and the abolishment of the District in accordance with Section 67.1481, RSMo and the terms of this Agreement, this Agreement shall terminate.

Section 7.2. Notice.

Any notice pursuant to 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 District shall be addressed to:

Woodsonia Marketplace Community Improvement District
Attn: Darieus Adams, Chairman
2520 S. Kingsdale Road
Joplin, MO 64804

With a copy to:

Rouse Frets White Goss Gentile Rhodes, P.C.
Attn: William B. Moore
810 West 47th Street, Suite 500
Kansas City, Missouri 64112

Any notice to City shall be addressed to:

Nick Edwards
City Manager
City Hall
602 South Main Street
Joplin, MO 64801

With a copy to:

Peter C. Edwards
City Attorney
City Hall
602 South Main Street
Joplin, MO 64801

Any notice to Developer shall be addressed to:

Prospect Village, LLC
Attn: Natalie Wordekemper/ Drew Snyder
20010 Manderson Street, Suite 1
Elkhorn, NE 68022

With a copy to:

Woodsonia Real Estate, Inc.
Attn: Natalie Wordekemper, General Counsel
20010 Manderson, Suite 1
Elkhorn, NE 68022

and

Rouse Frets White Goss Gentile Rhodes, P.C.
Attn: William B. Moore
801 W. 47th Street, Suite 500
Kansas City, Missouri 64112

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.

Section 7.3. Immunities.

No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future officer, member, employee, director or agent of the City, Developer or the District, or of any successor thereto, as such, either directly or through the City, Developer or the District, or any successor 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. The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agrees, to the extent permitted by law, to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney's fees, resulting from, arising out of, or in any way connected with the District's failure to comply with any applicable state law. The City, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agrees, to the extent permitted by law, to hold harmless and indemnify the District from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney's fees, resulting from, arising out of, or in any way connected with the City's failure to comply with any applicable state law.

Section 7.4. Modification.

The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.5. Applicable Law; Common Representation.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and all actions shall be heard in Jasper County Circuit Court. The District and the City agree that the engagement of common special legal counsel among such Parties does not materially limit the representation of those Parties and will not adversely affect the relationship among such Parties. To the extent that such common legal representation presents a conflict of interest, the District and the City hereby consent to common representation.

Section 7.6. 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 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.

Section 7.7. Execution of Counterparts.

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

Section 7.8. City Approvals.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council. The City Manager, at his/her discretion, may seek the advice or consent of the City Council for any requested approval.

Section 7.9. District Approvals.

Unless specifically provided to the contrary herein, all approvals of District hereunder may be given by the Chairman or his/her designee without the necessity of any action by the Board of Directors.

Section 7.10. Developer Approvals.

Unless specifically provided to the contrary herein, all approvals of Developer hereunder may be given by the agent of Developer.

Section 7.11 Successors and Assigns; Assignment of Developer's Obligations.

A. This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

B. Without limiting the rights of the Developer or any third party under **Section 5.3** hereof, the Developer agrees that this Agreement and the rights, duties and obligations hereunder may not and shall not be assigned by the Developer without the prior written consent of the City and the District, which consent shall be given if the City and the District determine that the proposed transferee has all of the qualifications and financial responsibility, as reasonably determined by the City and the District, necessary and adequate to fulfill the obligations of Developer, and, if the proposed assignment relates to a portion of the CID Project that are under way, such obligations to the extent that they relate to such portion of the CID Project. Any proposed transferee (including, without limitation, any transferee referenced in

subsection 1, 2, or 3 below) shall, expressly for the benefit of the City and the District, enter into an agreement with the City and the District obligating the assignee to assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of the CID Project, such obligations, conditions and restrictions to the extent that they relate to such portion). For purposes of this **Section 7.11.B**, any sale, transfer, assignment, pledge or hypothecation of an interest in the Developer (other than to an Affiliate of the Developer) that results in a change in management control of Developer will constitute an assignment of this Agreement. Notwithstanding the foregoing:

1. The Developer may at any time without the City's or the Developer's consent assign its rights, and delegate its duties and obligations under this Contract to an Affiliate of the Developer.

2. No consent will be required under this **Section 7.11.B** for any pledge or assignment of this Agreement or pledge or assignment of an interest in the Developer or any interest in any member of the Developer as collateral security for the Developer's loans, advances or extensions of credit to finance or from time to time refinance all or any part of the CID Project, or the right of the transferee of any such collateral assignment to transfer such interest by foreclosure or transfer in lieu of foreclosure under such collateral assignment.

Upon such assignment, the Developer shall be released from such obligations accruing after the date of such assignment.

Section 7.12. Recording of Agreement.

Upon full execution by the District, Developer and City, this Cooperative Agreement or a memorandum of this Agreement, shall be recorded by the City, at the District's expense, in the Office of the Recorder of Deeds for Jasper County, in Carthage, Missouri and the Office of the Recorder of Deeds for Newton County, in Neosho, Missouri.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Developer, the District, and the City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF JOPLIN, MISSOURI

By: _____
Nick Edwards, City Manager

ATTEST:

_____
Holly Nagy, City Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this _____ day of _____, in the year 2026, before me, a Notary Public in and for said state, personally appeared Nick Edwards, the City Manager of the City of Joplin, known to me to be the person who executed the within Cooperative Agreement on behalf of the City of Joplin, Missouri and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this _____ day of _____, 2026.

_____
Notary Public

My Commission Expires:

DEVELOPER:

PROSPECT VILLAGE, LLC

By:_____

Name:_____

Title:_____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this _____ day of _____ in the year 2026 before me, a Notary Public in and for said state, personally appeared _____, of Prospect Village, LLC, a Nebraska limited liability company, known to me to be the person who executed the within Cooperative Agreement on behalf of said company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of_____, 2026.

_____

Notary Public

My Commission Expires:

CID:

WOODSONIA MARKETPLACE
COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name:_____, Chairman

ATTEST:

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this ___ day of _____, in the year 2026, before me, a Notary Public in and for said state, personally appeared_____, the Chairman of the Woodsonia Marketplace Community Improvement District, known to me to be the person who executed the within Cooperative Agreement on behalf of said Community Improvement District and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of_____, 2026.

_____

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION AND MAP – DISTRICT AREA

OWN

Engineering beyond.™

WOODSONIA MARKETPLACE CID DESCRIPTION 10/09/2025:

ALL THAT PART OF THE WEST HALF OF SECTION 7 AND PART OF SECTION 18 IN TOWNSHIP 27 NORTH, RANGE 32 WEST AND PART OF SOUTHEAST QUARTER OF SECTION 12 AND PART OF THE EAST HALF OF SECTION 13 IN TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN, ALL IN THE CITY OF JOPLIN, IN JASPER COUNTY, MISSOURI AND PART OF THE NORTH HALF OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST; THENCE NORTH 88°28'37" WEST, 157.02 FEET ALONG THE NORTH LINE OF SAID SECTION 18 TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE SOUTH 01°24'23" WEST, 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DAVIS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°55'36" WEST, 1419.94 FEET TO A POINT ON THE PROJECTION OF THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2619, PAGE 297; THENCE ALONG SAID PROJECTION AND LINE NORTH 88°30'48" WEST, 287.73 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°38'06" WEST, 507.14 FEET TO THE SOUTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY OF 25TH STREET; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH RIGHT OF WAY LINE AND SOUTH LINE OF SAID TRACT SOUTH 88°28'35" EAST, 225.15 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND CONTINUING ALONG SAID NORTH RIGHT OF WAY SOUTH 88°28'11" EAST, 60.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF DAVIS BOULEVARD; THENCE LEAVING SAID EAST RIGHT OF WAY AND CONTINUING ALONG SAID NORTH RIGHT OF WAY OF 25TH STREET SOUTH 88°39'32" EAST, 166.74 FEET; TO A POINT ON THE CORPORATE LIMITS OF THE CITY OF JOPLIN AS DESCRIBED IN THE CITY CHARTER, SECTION 1.015; THENCE ALONG SAID CORPORATE LIMITS SOUTH 01°38'04" WEST, 28.09 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 88°28'32" EAST, 1745.84 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 01°38'15" WEST, 1641.49 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2078, PAGE 2031; THENCE LEAVING SAID CORPORATE LIMITS AND ALONG SAID SOUTH LINE OF SAID TRACT NORTH 88°36'30" WEST, 941.54 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°40'12" EAST, 60.24 FEET TO A POINT ON THE RAILROAD RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY NORTH 65°21'38" EAST, 73.21 FEET; THENCE ALONG SAID RIGHT OF WAY 506.52 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 454.41 FEET, A CHORD DIRECTION OF NORTH 33°25'38" EAST, A CHORD LENGTH OF 480.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID RAILROAD RIGHT OF WAY AND SOUTH RIGHT OF WAY LINE OF 27TH STREET NORTH 30°44'22" WEST, 70.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF AFORESAID TRACT DESCRIBED IN BOOK 2078, PAGE 2031

NORTH 01°22'27" EAST, 1054.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AFORESAID 25TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY NORTH 88°39'32" WEST, 1246.28 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY NORTH 88°28'34" WEST, 908.14 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2167, PAGE 1171; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT OF LAND SOUTH 01°30'08" WEST, 521.74 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1289, PAGE 2193; THENCE LEAVING SAID WEST LINE OF SAID TRACT DESCRIBED IN BOOK 2167, PAGE 1171 AND ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1289, PAGE 2193 SOUTH 01°30'08" WEST, 1086.97 FEET TO THE SOUTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2731, PAGE 42; THENCE LEAVING SAID WEST LINE OF TRACT DESCRIBED IN BOOK 1289, PAGE 2193 AND ALONG THE WEST LINE OF SAID TRACT DESCRIBED IN BOOK 2731, PAGE 42 SOUTH 01°30'08" WEST, 25.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 1621, PAGE 1627; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°32'17" WEST, 764.26 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2376, PAGE 45; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'51" EAST, 309.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 14°11'24" WEST, 109.57 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID KANSAS CITY SOUTHERN RAILROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 51°41'10" EAST, 663.92 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF MISSOURI ROUTE FF; THENCE ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 3 CALLS: NORTH 88°31'03" WEST, 18.61 FEET; THENCE SOUTH 88°28'05" WEST, 190.26 FEET; THENCE NORTH 88°31'02" WEST, 215.72 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 01°29'16" WEST, 87.42 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HAMMONS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 4 CALLS: NORTH 88°53'59" WEST, 1.00 FEET; THENCE 45.46 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 29.00 FEET, HAVING A CHORD DIRECTION OF SOUTH 46°33'02" WEST, A CHORD LENGTH OF 40.95 FEET; THENCE SOUTH 01°38'28" WEST, 300.62 FEET; THENCE 63.94 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 294.50 FEET, HAVING A CHORD DIRECTION OF SOUTH 04°34'44" EAST, A CHORD LENGTH OF 63.82 FEET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 2208; THENCE ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°27'17" EAST, 1075.37 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINES SOUTH 50°53'05" EAST, 128.82 FEET; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 01°32'42" WEST, 502.15 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE ALONG SAID TRACT THE FOLLOWING 9 CALLS: THENCE NORTH 88°27'18" WEST, 473.07 FEET; THENCE NORTH 01°32'22" EAST, 18.92 FEET; THENCE NORTH 63°14'47" WEST, 102.99 FEET; THENCE NORTH 88°27'18" WEST, 106.34 FEET; THENCE SOUTH 26°45'28" WEST, 69.39 FEET; THENCE NORTH 88°27'18" WEST, 147.57 FEET; THENCE SOUTH 01°33'15" WEST, 156.64 FEET; THENCE 391.84 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1205.49 FEET, HAVING A CHORD DIRECTION OF SOUTH 02°25'52" EAST, A CHORD LENGTH OF 390.11 FEET; THENCE SOUTH 88°28'19" WEST, 442.14 FEET ALONG THE SOUTH LINE OF SAID TRACT AND PROJECTION THEREOF TO A POINT ON THE WEST RIGHT OF WAY OF HAMMONS BOULEVARD, SAID POINT ALSO BEING ON THE EAST LINE OF A TRACT DESCRIBED IN BOOK 370, PAGE 2231 THE FOLLOWING 4 CALLS; NORTH 13°43'05" EAST, 10.08 FEET; THENCE NORTH 10°36'50" EAST, 156.35 FEET; THENCE 57.08 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 505.00 FEET, HAVING A CHORD DIRECTION OF NORTH 07°22'32" EAST, A CHORD LENGTH OF 57.05 FEET; THENCE NORTH 04°08'14" EAST, 229.67 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND WEST RIGHT OF WAY AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°35'21" WEST, 193.31 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH

01°29'49" WEST, 544.45 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°21'14" EAST, 129.47 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF AFORESAID HAMMONS BOULEVARD; THENCE ALONG SAID WEST AND NORTH RIGHT OF WAY OF HAMMONS BOULEVARD THE FOLLOWING 9 CALLS: SOUTH 88°33'40" EAST, 9.73 FEET; THENCE SOUTH 14°15'17" WEST, 349.70 FEET; THENCE SOUTH 14°15'17" WEST, 140.39 FEET; THENCE SOUTH 41°30'54" WEST, 24.79 FEET; THENCE 142.39 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET, HAVING A CHORD DIRECTION OF SOUTH 65°31'11" WEST, A CHORD LENGTH OF 138.26 FEET; THENCE SOUTH 89°32'09" WEST, 384.03 FEET; THENCE 98.28 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1366.10, HAVING A CHORD DIRECTION OF NORTH 88°24'08" WEST, A CHORD LENGTH OF 98.26 FEET; THENCE 101.88 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1415.68 FEET, HAVING A CHORD DIRECTION OF NORTH 88°24'09" WEST, A CHORD LENGTH OF 101.86 FEET; THENCE SOUTH 89°32'09" WEST, 80.63 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 348, PAGE 12652; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°25'03" EAST, 1116.71 FEET TO THE NORTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 2231; THENCE LEAVING SAID WEST LINE DESCRIBED IN BOOK 348, PAGE 2231 AND ALONG THE EAST LINE OF SAID TRACT DESCRIBED IN BOOK 370, PAGE 2231 NORTH 56°21'37" WEST, 153.65 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF THE FINAL PLAT OF DARRELL L. ROGERS 2008 TRUST ADDITION, A SUBDIVISION, ACCORDING TO THE RECORDED PLAT AT PLAT BOOK 14, PAGE 1, NEWTON COUNTY, MISSOURI; THENCE ALONG THE EAST LINE OF SAID LOT 1 NORTH 01°21'47" EAST, 194.77 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 373, PAGE 5196; THENCE LEAVING SAID LOT 1 AND ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 373, PAGE 5196 SOUTH 88°38'27" EAST, 65.11 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°01'33" EAST, 263.18 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°58'27" WEST 263.16 TO THE NORTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 357, PAGE 877; THENCE LEAVING SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 373, PAGE 5196 AND ALONG THE EAST LINES OF SAID TRACTS DESCRIBED IN BOOK 357, PAGE 877 AND BOOK 367, PAGE 4356 AND BOOK 367, PAGE 4356 NORTH 01°18'30" EAST, 272.95 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 334, PAGE 1685; THENCE LEAVING SAID EAST LINES AND ALONG THE SOUTH LINES OF SAID TRACT DESCRIBED IN BOOK 334, PAGE 1685 AND BOOK 360, PAGE 8259 SOUTH 88°39'59" EAST, 356.79 FEET TO THE SOUTHEAST CORNER OF SAID TRACT DESCRIBED IN BOOK 360, PAGE 8259; THENCE LEAVING SAID SOUTH LINES AND ALONG THE EAST LINE OF SAID TRACT DESCRIBED IN BOOK 360, PAGE 8259 NORTH 01°19'30" EAST, 35.90 FEET TO A POINT ON THE SOUTH LINE OF THE FINAL PLAT OF FUGATE COMMERCIAL ADDITION, A SUBDIVISION, ACCORDING TO THE RECORDED PLAT IN PLAT BOOK 25, PAGE 5, JOPLIN, NEWTON COUNTY, MISSOURI; THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION THE FOLLOWING 3 CALLS: SOUTH 88°28'56" EAST, 502.56 FEET; THENCE 36.66 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 257.00 FEET, HAVING A CHORD DIRECTION OF NORTH 87°25'50" EAST, A CHORD LENGTH OF 36.63 FEET; THENCE NORTH 83°20'39" EAST, 82.47 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID SUBDIVISION NORTH 00°49'35" EAST, 21.46 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2627, PAGE 337; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 2627, PAGE 337 SOUTH 88°27'59" EAST, 246.88 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE AND PROJECTION THEREOF NORTH 01°19'35" EAST, 298.62 FEET TO A POINT ON AFORESAID NORTH RIGHT OF WAY OF MISSOURI ROUTE

FF; THENCE LEAVING SAID PROJECTION AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°30'53" EAST, 23.68 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY NORTH 01°18'15" EAST, 419.99 FEET TO A POINT ON AFORESAID SOUTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID SOUTH RIGHT OF WAY NORTH 14°11'24" EAST, 109.57 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID KANSAS CITY SOUTHERN RAILROAD; THENCE ALONG SAID NORTH RIGHT OF WAY NORTH 51°41'10" WEST, 390.68 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY 1041.08 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2822.27 FEET, A CHORD DIRECTION OF NORTH 61°14'34" WEST, A CHORD LENGTH OF 1035.19 FEET; THENCE NORTH 64°57'49" WEST, 233.06 FEET; THENCE NORTH 77°50'46" WEST, 53.81 FEET TO A POINT ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 4 CALLS: SOUTH 01°29'04" WEST, 112.07 FEET; THENCE SOUTH 12°04'26" WEST, 30.59 FEET; THENCE SOUTH 06°11'29" WEST, 474.84 FEET; THENCE SOUTH 01°21'32" WEST, 288.72 FEET, SAID POINT BEGIN THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2041, PAGE 1592; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE NORTH LINES OF SAID TRACT, SOUTH 88°35'49" EAST, 60.00 FEET; THENCE NORTH 01°30'23" EAST, 59.35 FEET; THENCE SOUTH 88°35'49" EAST, 237.20 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE NORTH LINE OF A TRACT DESCRIBED IN BOOK 2040, PAGE 1130; THENCE ALONG SAID NORTH LINE SOUTH 88°33'34" EAST, 101.03 FEET TO A POINT ON THE WEST LINE OF A TRACT DESCRIBED IN BOOK 2040, PAGE 1130; THENCE ALONG SAID WEST LINE NORTH 01°32'30" EAST, 229.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE SOUTH 88°31'03" EAST, 398.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT SOUTH 01°32'30" WEST, 723.30 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF MISSOURI ROUTE FF; THENCE ALONG SAID NORTH RIGHT OF WAY NORTH 88°31'02" WEST, 398.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF AFORESAID TRACT DESCRIBED IN BOOK 2040, PAGE 1130 NORTH 01°32'30" EAST, 198.90 FEET; THENCE LEAVING SAID WEST LINE NORTH 88°28'08" WEST, 454.93 FEET TO A POINT ON THE WEST LINE OF SECTION 18; THENCE ALONG SAID WEST LINE NORTH 01°29'59" EAST, 1481.91 FEET; THENCE LEAVING SAID WEST LINE NORTH 87°26'00" WEST, 141.01 FEET TO A POINT ON THE WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT OF WAY NORTH 02°05'59" EAST, 189.61 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 1547, PAGE 1848; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: NORTH 01°58'02" EAST, 1.50 FEET; THENCE SOUTH 89°58'32" WEST, 20.52 FEET; THENCE SOUTH 01°09'52" EAST, 1.50 FEET; THENCE SOUTH 89°58'26" WEST, 1123.82 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°30'42" EAST, 633.84 FEET; THENCE ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 6 CALLS: SOUTH 89°53'23" EAST, 350.49 FEET; THENCE NORTH 01°38'37" EAST, 271.86 FEET; THENCE SOUTH 89°03'02" EAST, 141.30 FEET, SAID POINT BEING ON THE SOUTH RIGHT OF WAY OF 24TH STREET; THENCE ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY SOUTH 54°38'13" EAST, 30.33 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY 208.87 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 333.78 FEET, A CHORD DIRECTION OF SOUTH 72°07'32" EAST, A CHORD LENGTH OF 205.48 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY NORTH 89°56'51" EAST, 201.31 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG SAID NORTH LINE SOUTH 01°15'29" WEST, 175.00 FEET; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°56'51" EAST, 300.00 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°15'29" WEST, 295.42 FEET TO A POINT ON THE PROJECTION OF THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 1300, PAGE 16; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE PROJECTION AND SOUTH LINE SOUTH 88°31'30" EAST, 334.98 FEET; THENCE ALONG SAID TRACT THE FOLLOWING 8 CALLS: SOUTH 01°56'45" WEST, 125.70

FEET, THENCE SOUTH 87°46'28" EAST, 91.39 FEET; THENCE SOUTH 01°24'32" WEST, 23.50 FEET; THENCE SOUTH 87°46'28" EAST, 96.23 FEET; THENCE SOUTH 01°24'16" WEST, 111.03 FEET; THENCE SOUTH 88°17'30" EAST, 231.50 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 01°42'27" EAST, 321.38 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 88°17'36" WEST, 689.57 FEET ALONG THE NORTH LINE OF SAID TRACT AND PROJECTION THEREOF TO A POINT ON THE WEST LINE OF SECTION 18; THENCE LEAVING SAID NORTH LINE AND PROJECTION AND ALONG SAID WEST LINE NORTH 01°29'59" EAST, 298.08 FEET; THENCE CONTINUING ALONG SAID WEST LINE NORTH 01°30'20" EAST, 319.86 FEET TO A POINT ON THE PROJECTION OF THE NORTH LINE OF A TRACT DESCRIBED IN BOOK 2613, PAGE 358; THENCE LEAVING SAID WEST LINE AND ALONG SAID PROJECTION AND NORTH LINE SOUTH 89°47'00" WEST, 301.61 FEET TO A POINT ON THE EAST LINE OF A TRACT DESCRIBED IN BOOK 1889, PAGE 1422; THENCE LEAVING SAID NORTH LINE AND ALONG SAID EAST LINE NORTH 01°40'30" EAST, 20.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH LINE SOUTH 89°46'56" WEST, 60.00 FEET TO THE NORTHEAST OF SAID TRACT, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 1889, PAGE 1422; THENCE ALONG SAID EAST AND SOUTH LINES THE FOLLOWING 4 CALLS: NORTH 01°40'50" EAST, 115.00 FEET; THENCE NORTH 89°46'58" EAST, 194.97 FEET; THENCE NORTH 66°21'35" EAST, 88.00 FEET; THENCE NORTH 89°46'58" EAST, 86.53 FEET ALONG THE SOUTH LINE OF SAID TRACT AND PROJECTION THEREOF TO A POINT ON AFORESAID WEST LINE OF SECTION 18; THENCE LEAVING SAID PROJECTION AND ALONG SAID WEST LINE NORTH 01°30'20" EAST, 36.02 FEET TO A POINT ON THE PROJECTION OF THE NORTH LINE OF AFORESAID TRACT DESCRIBED IN BOOK 1889, PAGE 1422; THENCE LEAVING SAID WEST LINE AND ALONG SAID PROJECTION AND NORTH LINE THEREOF NORTH 86°29'00" WEST, 83.50 FEET; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 66°21'39" WEST, 103.40 FEET; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 85°58'39" WEST, 58.06 FEET; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 89°47'02" WEST, 156.14 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°40'54" WEST, 146.49 FEET, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2640, PAGE 223; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE DESCRIBED 2640, PAGE 223 SOUTH 89°46'57" WEST, 237.32 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT AND A TRACT DESCRIBED IN BOOK 2395, PAGE 281 NORTH 01°38'51" EAST, 285.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT DESCRIBED IN BOOK 2395, PAGE 281, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2704, PAGE 189; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 2704, PAGE 189 NORTH 89°47'02" EAST, 249.80 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°44'55" EAST, 150.08 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2395, PAGE 281; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE AND PROJECTION OF SAID TRACT DESCRIBED IN BOOK 2395, PAGE 281 NORTH 89°46'59" EAST, 377.72 FEET TO A POINT ON AFORESAID WEST LINE OF SECTION 18; THENCE LEAVING SAID NORTH LINE AND PROJECTION AND ALONG SAID WEST LINE OF SECTION 18 NORTH 01°30'20" EAST, 1136.33 TO A POINT ON THE PROJECTION OF THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2013, PAGE 679; THENCE LEAVING SAID WEST LINE AND ALONG SAID PROJECTION AND LINE THEREOF SOUTH 88°20'59" EAST, 235.39 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°32'26" EAST, 50.35 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE AND PROJECTION THEREOF NORTH 88°20'59" WEST, 235.42 FEET TO A POINT ON THE WEST LINE OF AFORESAID SECTION 18; THENCE LEAVING SAID PROJECTION AND LINE THEREOF NORTH 01°30'20" EAST, 157.43 FEET ALONG SAID WEST LINE TO THE PROJECTION OF THE SOUTH LINE OF A TRACT DESCRIBED IN

BOOK 2709, PAGE 31; THENCE LEAVING SAID WEST LINE AND ALONG SAID PROJECTION AND SOUTH LINE THEREOF SOUTH 89°33'12" WEST 321.01 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°35'32" EAST, 174.99 FEET TO THE NORTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEGIN THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2672, PAGE 50, THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 2672, PAGE 50 NORTH 89°32'58" EAST, 256.92 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE ALONG THE EAST LINE OF SAID TRACT NORTH 01°31'23" EAST, 75.09 FEET; THENCE ALONG SAID EAST LINE NORTH 44°12'35" WEST, 59.50 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 79°56'51" WEST, 58.55 FEET; THENCE ALONG SAID NORTH LINE AND PROJECTION THEREOF NORTH 89°33'00" WEST, 311.98 FEET TO A POINT ON THE PROJECTION OF THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1528, PAGE 1144; THENCE ALONG SAID PROJECTION AND WEST LINE NORTH 02°00'37" EAST, 586.86 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 87°59'34" EAST, 409.05 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY THE FOLLOWING 3 CALLS: SOUTH 01°47'02" WEST, 136.25 FEET; THENCE SOUTH 01°43'59" WEST, 88.35 FEET; THENCE SOUTH 10°24'50" WEST, 87.22 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY SOUTH 88°38'37" EAST, 152.25 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2508, PAGE 416; THENCE ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°38'37" EAST, 194.67 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°52'08" EAST, 14.42 FEET, SAID POINT BEING ON THE NORTH RIGHT OF WAY OF 20TH STREET; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°45'21" EAST, 96.58 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 1970, PAGE 645; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°43'06" EAST, 223.13 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°28'28" EAST, 336.96 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT SOUTH 01°17'08" WEST, 238.12 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON AFORESAID NORTH RIGHT OF WAY OF 20TH STREET; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°28'37" EAST, 473.16 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2584, PAGE 22; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°35'28" EAST, 440.24 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°58'51" WEST, 172.86 FEET TO THE NORTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2412, PAGE 177; THENCE LEAVING SAID NORTH LINE DESCRIBED IN BOOK 2584, PAGE 22 AND ALONG THE NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 2412, PAGE 177 NORTH 88°58'51" WEST, 249.02 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°45'39" WEST, 143.42 FEET; THENCE LEAVING SAID WEST LINE NORTH 88°28'28" WEST, 484.82 FEET TO A POINT ON THE EAST LINE OF A TRACT DESCRIBED IN BOOK 2010, PAGE 1560; THENCE ALONG SAID EAST LINE NORTH 01°52'08" EAST, 5.77 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2253, PAGE 480; THENCE LEAVING SAID EAST LINE DESCRIBED IN BOOK 2010, PAGE 1560 AND ALONG THE EAST LINE DESCRIBED IN BOOK 2253, PAGE 480 NORTH 01°52'08" EAST, 137.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°31'32" WEST, 199.83 FEET TO THE NORTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 01°42'08" EAST, 2.27 FEET; THENCE LEAVING SAID EAST

RIGHT OF WAY NORTH 88°13'44" WEST, 110.19 FEET TO A POINT ON THE WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY OF RANGE LINE ROAD NORTH 01°40'12" EAST, 314.28 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY NORTH 01°20'08" EAST, 600.88 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2550, PAGE 381; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY AND THE EAST LINE OF SAID TRACT DESCRIBED IN BOOK 2550, PAGE 381 NORTH 01°47'59" EAST, 122.96 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 88°20'55" EAST, 43.87 FEET TO A POINT ON THE EAST LINE OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°44'19" EAST, 728.08 FEET; THENCE LEAVING SAID EAST LINE SOUTH 88°32'37" EAST, 65.30 FEET TO A POINT ON AFORESAID EAST RIGHT OF WAY OF RANGE LINE ROAD, ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2420, PAGE 406; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°32'37" EAST, 150.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°43'40" EAST, 150.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2357, PAGE 1502; THENCE ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°31'19" EAST, 757.75 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE THE FOLLOWING 3 CALLS: SOUTH 01°38'03" WEST, 315.96 FEET; THENCE SOUTH 88°30'54" EAST, 104.68 FEET; THENCE SOUTH 01°34'46" WEST, 100.02 FEET TO A POINT ON THE NORTH LINE OF A TRACT DESCRIBED IN BOOK 2354, PAGE 1304; THENCE ALONG SAID NORTH LINE NORTH 88°29'17" WEST, 104.77 FEET; THENCE ALONG SAID NORTH LINE NORTH 80°30'13" WEST, 54.77 FEET; THENCE NORTH 88°37'14" WEST, 614.18 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°38'24" WEST, 22.30 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2682, PAGE 139; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°10'37" WEST, 40.00 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2629, PAGE 289; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°45'03" EAST, 175.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°19'19" WEST, 200.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT, BEING ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG THE WEST LINE AND SAID EAST RIGHT OF WAY SOUTH 01°41'31" WEST, 175.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 7 CALLS: SOUTH 01°41'31" WEST, 305.34 FEET; THENCE SOUTH 01°39'05" WEST, 141.51 FEET; THENCE SOUTH 01°43'55" WEST, 186.24 FEET; THENCE NORTH 89°46'16" WEST, 5.00 FEET; THENCE SOUTH 01°19'35" WEST, 209.23 FEET; THENCE SOUTH 04°19'12" WEST, 129.10 FEET; THENCE SOUTH 01°19'22" WEST, 104.67 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 17TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 4 CALLS: SOUTH 43°20'20" EAST, 35.44 FEET; THENCE SOUTH 88°11'57" EAST, 72.90 FEET; THENCE SOUTH 81°04'25" EAST, 103.00 FEET; THENCE SOUTH 83°19'28" EAST, 70.18 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2664, PAGE 204; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°45'07" EAST, 279.32 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°37'02" EAST, 329.08 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT SOUTH 01°45'30" WEST, 279.60 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2329, PAGE 790; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID TRACT AND AFORESAID NORTH RIGHT OF WAY OF 17TH SOUTH 88°34'05" EAST, 212.16 FEET TO A POINT ON THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1787, PAGE 873; THENCE LEAVING SAID NORTH RIGHT OF WAY

AND ALONG THE WEST LINE OF SAID TRACT THE FOLLOWING 3 CALLS: NORTH 01°35'19" EAST, 279.78 FEET; THENCE SOUTH 88°50'11" EAST, 314.96 FEET; THENCE NORTH 01°38'36" EAST, 648.90 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°16'19" EAST, 195.59 FEET; THENCE ALONG SAID NORTH LINE SOUTH 88°34'03" EAST, 388.41 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE THE FOLLOWING 3 CALLS: SOUTH 01°26'57" WEST, 201.70 FEET; THENCE NORTH 88°41'01" WEST, 5.00 FEET; THENCE SOUTH 00°51'28" WEST, 1533.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, BEING ON THE NORTH RIGHT OF WAY OF 20TH STREET; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°28'37" EAST, 735.93 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 01°24'23" WEST, 30.00 FEET TO THE POINT OF BEGINNING.

THE TOTAL AREA OF THIS DESCRIPTION CONTAINS 384.3 ACRES, MORE OR LESS. THIS DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.

GRAPHIC SCALE

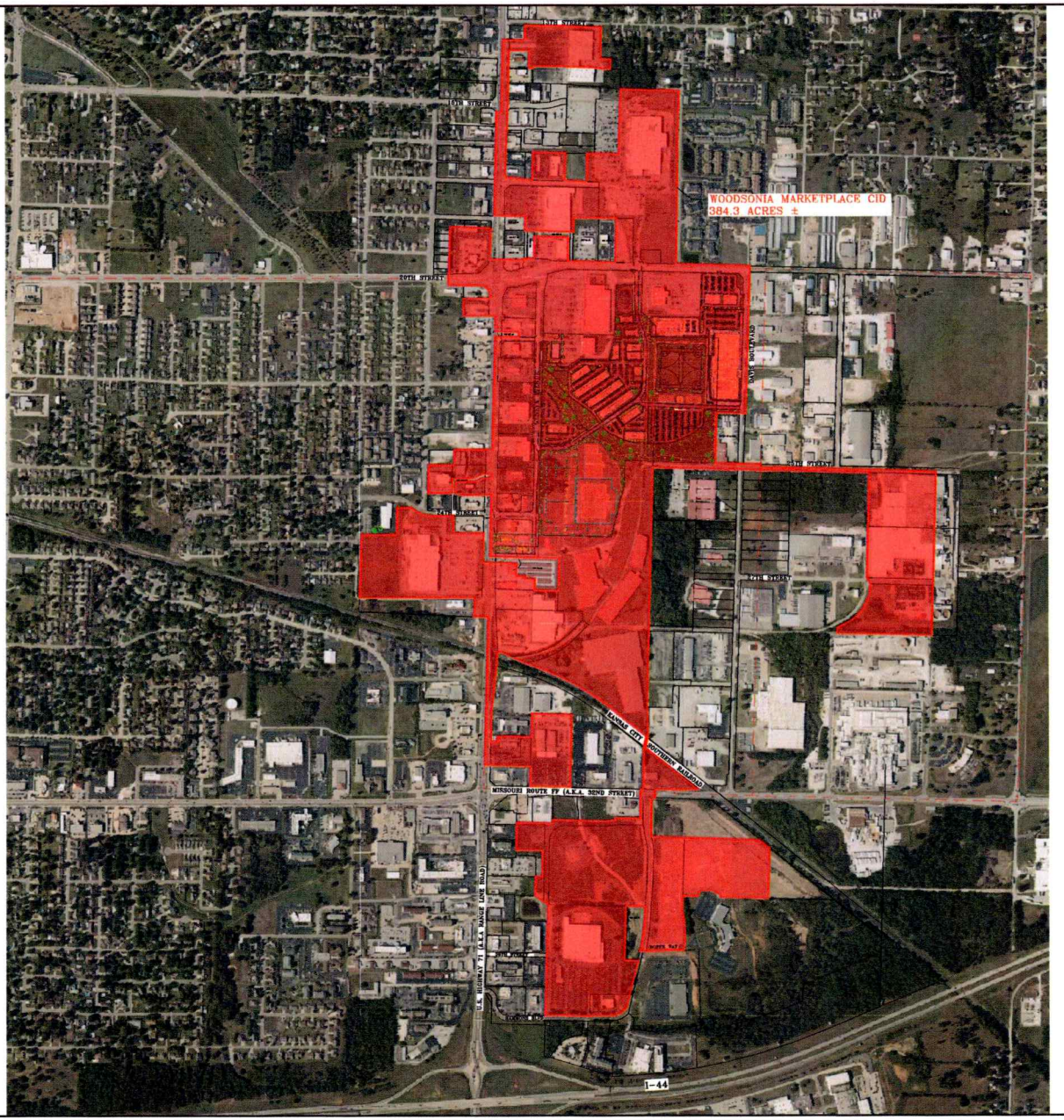
500 0 250 500

(IN FEET)

1 inch = 500 ft.

LEGEND

WOODSONIA MARKETPLACE CID BOUNDARY



DATE OF PREPARATION: 10/09/2025.

OWN

Engineering beyond.™

811 E. Third Street
Joplin, MO 64801
417.782.7399
weareown.com

FORMERLY ANDERSON ENGINEERING

EXHIBIT OF WOODSONIA MARKETPLACE CID AREA

GENEVA AVENUE JOPLIN, JASPER COUNTY, MISSOURI

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 23JO10065
DRAWN BY: TSR
CHECK BY: RWW
FIELD BY:
ISSUED DATE: 10/09/2025

ISSUED BY: R. WALLACE
LICENSE NO: PLS No. 2019015191

A licensed Missouri Engineering Corporation COA 00062

SHEET TITLE

DRAWING NUMBER: JOP-100-7303

SHEET NUMBER

1/1

EXHIBIT B

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

To: Chairman, Woodsonia Marketplace Community Improvement District

City Manager, City of Joplin, Missouri

Copy: Director of Finance, City of Joplin, Missouri

Re: Completion of Woodsonia Marketplace CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2026 (the "Agreement") between the City of Joplin, the Woodsonia Marketplace Community Improvement District, and Prospect Village, LLC. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. The CID Project has been completed in accordance with the Agreement, and all required approvals, certificates, or permits have been granted or issued by the appropriate governmental entity or agency to commence operation of all improvements in the CID Project.

2. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the Developer under the Agreement.

3. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

On behalf of Prospect Village, LLC

EXHIBIT C

FORM OF CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

To: Chairman, Woodsonia Marketplace Community Improvement District

Copy: Director of Finance, City of Joplin, Missouri

Re: Certification of Woodsonia Marketplace CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2026 (the "Agreement") between the City of Joplin, the Woodsonia Marketplace Community Improvement District, and Prospect Village, LLC. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. Each item listed on *Schedule 1* attached hereto is a CID Reimbursable Project Cost and was incurred in connection with the construction of the CID Project.

2. These CID Reimbursable Project Costs have been paid by the Developer or incurred by the Developer and are reimbursable under the Agreement and, to the knowledge of the Developer, the CID Act.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the CID Sales Tax, and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the work for which this certificate relates have been issued and, to the knowledge of the Developer, are in full force and effect.

7. To the knowledge of the Developer, all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

8. If any cost item to be reimbursed under this Certificate is deemed not to constitute a CID Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible CID Reimbursable Project Costs for payment hereunder.

9. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the Developer under the Agreement.

10. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

On behalf of _____ (Developer)

Approved for Payment this ____ day of _____, 20_____:

WOODSONIA MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

Approved for Payment this ____ day of _____, 20_____:

CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

EXHIBIT D

SALES TAX REPORTING FORM

Woodsonia Marketplace Community Improvement District _____ _____ _____ **SALES TAX RETURN** **Check box if Amended Return Y Or Additional Return Y**	MISSOURI TAX NUMBER ***DO NOT WRITE IN SHADED AREAS** **YYYY YY**

OWNER'S NAME	REPORTING PERIOD		ADDRESS CORRECTION Y MAILING ADDRESS Y BUSINESS ADDRESS	
BUSINESS NAME	FEDERAL IDENTIFICATION NUMBER		BUSINESS PHONE NUMBER	Check here if phone # changed Y
MAILING ADDRESS	TELEPHONE NUMBER (__)		DUE DATE:	
CITY	STATE	ZIP		

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

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

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 discounting business to make a final sales tax return

within fifteen (15) days of the sale or closing. Date Business Closed: _____ Y Out of Business Y Sold Business Y Leased Business
SIGN AND DATE RETURN: This must be signed and dated by the taxpayer or by the taxpayer's authorized agent. Mail to: Woodsonia Marketplace Community Improvement District, _____, _____.
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.**

SIGNATURE OF TAXPAYER OR AGENT	TITLE
DATE SIGNED	TAX PERIOD (MMDDCCYY) THRU (MMDDCCYY)

EXHIBIT E-1

CID FIVE-YEAR BUDGET (from the Petition)

EXHIBIT E-1

FIVE-YEAR PLAN

		Year 1	Year 2	Year 3	Year 4	Year 5
		2026	2027	2028	2029	2030
A	Estimated Sales Tax Revenue (1%) *	$1,762,500	$3,630,750	$3,739,673	$3,851,863	$3,967,419
	Sales Tax Revenue Total	$1,762,500	$3,630,750	$3,739,673	$3,851,863	$3,967,419
B	Expenditures					
1	Acquisition	$12,250,000	$0	$0	$0	$0
2	Building Construction and Enhancements	$4,416,667	$4,416,667	$4,416,667	$0	$0
3	Public Improvements (on & offsite)	$7,515,226	$3,757,613	$3,757,613	$0	$0
4	Soft Costs	$4,000,000	$1,000,000	$1,000,000	$1,000,000	$350,000
5	Expenditure Total	$28,181,893	$9,174,280	$9,174,280	$1,000,000	$350,000

Notes: These costs are estimates only and may fluctuate based on actual revenues/costs incurred for purposes under the CID Act, the CID Cooperative Agreement and TIF Contract.

EXHIBIT E-2

CID PROJECT BUDGET (to be paid from the Obligations)

DEVELOPMENT COST BUDGET - "TIF & CID Reimbursable Project Costs"

			TIF	Woodcreek Marketplace - Community Improvement District (CID)		Joplin Sports Facility - Community Improvement District (CID)		
DEVELOPMENT COSTS	**TOTAL PROJECT COST**	**PRIVATE**	**PILOTS / EATS**	**CID NON-CAPTURED (TIF CAPTURING)**	**CID REIMBURSEMENT**	**CID NON-CAPTURED (TIF REDIRECTING BACK TO CID DISTRICT)**	**CID REIMBURSEMENT**	
Acquisition								
International Paper Property	$10,000,000.00	$5,500,000.00	$0.00	$0.00	$4,500,000.00	$0.00	$0.00	
Duane Hubb	$250,000.00	$0.00	$0.00	$0.00	$250,000.00	$0.00	$0.00	
Red Hot Blue	$3,150,000.00	$0.00	$0.00	$0.00	$3,150,000.00	$0.00	$0.00	
Dave Christie - Chris Robert's Future Location	$1,000,000.00	$0.00	$0.00	$0.00	$1,000,000.00	$0.00	$0.00	
Home Depot ROW / Pinnacle Bank ROW / Future Public Road and Detention Facilities Property	$3,000,000.00	$0.00	$0.00	$0.00	$3,000,000.00	$0.00	$0.00	
Metal Shed Building	$2,600,000.00	$0.00	$0.00	$0.00	$2,600,000.00	$0.00	$0.00	
Fletcher Vacant Land	$2,000,000.00	$0.00	$0.00	$0.00	$2,000,000.00	$0.00	$0.00	
Total Acquisition Cost	$22,000,000.00	$5,500,000.00	$0.00	$0.00	$16,500,000.00	$0.00	$0.00	
Building Construction and Enhancements								
Sports Complex Facility								
- Acquisition - 22 acres @ $12 PSF	$11,500,000.00	$0.00	$0.00	$0.00	$11,500,000.00	$0.00	$0.00	**Marketplace will provide funding, but lot will be directly conveyed to Joplin Sports Complex
- Soft Costs	$4,275,579.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,275,579.00	
- Hard Costs - Outdoor Fields	$35,294,646.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,294,646.00	
- Furniture Fixtures Equipment	$11,100,983.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11,100,983.00	
Total Sports Complex Facility	$62,171,208.00	$0.00	$0.00	$0.00	$11,500,000.00	$0.00	$50,671,208.00	
Anchor Store								
- Acquisition - CID Purchase of Parking Lot Area	$4,000,000.00	$500,000.00	$0.00	$3,500,000.00	$0.00	$0.00	$0.00	
- Parking Lot Improvements	$5,000,000.00	$0.00	$0.00	$0.00	$5,000,000.00	$0.00	$0.00	
- Vertical Improvements	$27,500,000.00	$10,000,000.00	$17,500,000.00	$0.00	$0.00	$0.00	$0.00	
- Furniture Fixtures Equipment	$8,500,000.00	$8,500,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Anchor Store	$45,000,000.00	$19,000,000.00	$17,500,000.00	$3,500,000.00	$5,000,000.00	$0.00	$0.00	
Multi-Family (375 units)								
- Acquisition - $0.00 PSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Parking Lot Improvements	$2,750,000.00	$0.00	$0.00	$2,750,000.00	$0.00	$0.00	$0.00	
- Vertical Improvements	$76,625,000.00	$70,000,000.00	$6,625,000.00	$0.00	$0.00	$0.00	$0.00	
- Amenity Package	$6,000,000.00	$6,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Multi-Family	$87,375,000.00	$76,000,000.00	$6,625,000.00	$2,750,000.00	$0.00	$0.00	$0.00	
Fletcher Parking Improvements	$1,000,000.00	$1,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Lot #5 Hotel on Pad Site								
- Acquisition - $0 PSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Parking Lot Improvements	$13,000,000.00	$10,000,000.00	$1,000,000.00	$0.00	$2,000,000.00	$0.00	$0.00	
- Vertical Improvements	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Lot #5 Hotel on Pad Site	$13,000,000.00	$10,000,000.00	$1,000,000.00	$0.00	$2,000,000.00	$0.00	$0.00	
Commercial Buildings on Lot 3								
- Acquisition - $0 PSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Parking Lot Improvements	$3,000,000.00	$3,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Vertical Improvements	$20,000,000.00	$20,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Commercial Buildings on Lots 3	$23,000,000.00	$23,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Roberts Medical Building Acquisition & Relocation Costs	$7,700,000.00	$0.00	$0.00	$500,000.00	$7,200,000.00	$0.00	$0.00	
Commercial Buildings on Lots 12 & 13								
- Acquisition - $0 PSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Parking Lot Improvements	$2,000,000.00	$2,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Vertical Improvements	$15,000,000.00	$15,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Commercial Buildings on Lots 12 & 13	$17,000,000.00	$17,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Red Hot Blue Improvements								
- Acquisition - $0 PSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Parking Lot Improvements	$500,000.00	$0.00	$0.00	$0.00	$500,000.00	$0.00	$0.00	
- Vertical Improvements	$8,500,000.00	$5,000,000.00	$0.00	$0.00	$3,500,000.00	$0.00	$0.00	
- Furniture Fixtures Equipment	$500,000.00	$0.00	$0.00	$0.00	$500,000.00	$0.00	$0.00	
Total Red Hot Blue Improvements	$9,500,000.00	$5,000,000.00	$0.00	$0.00	$4,500,000.00	$0.00	$0.00	
Prospect Village Public Park Improvements	$11,000,000.00	$0.00	$0.00	$0.00	$0.00	$1,000,000.00	$10,000,000.00	*Shard if additional proceeds are available after Sports Complex costs allocated
Total Cost - Building Construction and Enhancements	$276,346,208.00	$151,000,000.00	$27,125,000.00	$6,750,000.00	$30,200,000.00	$1,000,000.00	$60,671,208.00	
Environmental Cleanup / Remediation (see environmental budget tab for additional details)	$7,000,000.00	$0.00	$0.00	$0.00	$7,000,000.00	$0.00	$0.00	
Public Improvements (on & offsite) - (see OWN - Estimate Tab for additional details)	$18,500,000.00	$0.00	$0.00	$0.00	$18,500,000.00	$0.00	$0.00	
Soft Costs								
Professional Services (Eng./Arch/Consult/Legal/PM/Other)	$6,500,000.00	$0.00	$3,250,000.00	$0.00	$3,250,000.00	$0.00	$0.00	
Commissions & Marketing	$2,500,000.00	$2,500,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Financing Costs (Interest Carry/Closing Fees/Other)	$20,000,000.00	$20,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Development Fee	$5,000,000.00	$0.00	$2,500,000.00	$0.00	$2,500,000.00	$0.00	$0.00	
Contingency and Misc. fees	$8,000,000.00	$200,000.00	$5,000,000.00	$0.00	$2,800,000.00	$0.00	$0.00	
Travel	$300,000.00	$150,000.00	$150,000.00	$0.00	$0.00	$0.00	$0.00	
Total Soft Costs	$42,300,000.00	$22,850,000.00	$10,900,000.00	$0.00	$8,550,000.00	$0.00	$0.00	
Total Development Costs	$366,346,208.00	$179,350,000.00	$38,025,000.00	$6,750,000.00	$80,750,000.00	$1,000,000.00	$60,671,208.00	

(1) Any amounts paid to the City for payment or reimbursement of its professional fees and other charges of any kind related to these project are deemed Reimbursable Project Costs in addition to any cap reimbursable amounts established for the project.

(2) This Development Project Cost Budget is an estimate of the development costs to implement the Project. The amounts set forth in the TIF and CID columns may allocate any cost savings to other line items with reimbursable expenses for cost overruns and shall only be subject to statutory restrictions for reimbursable costs.

(3) The reimbursable amounts set forth in this Development Project Cost Budget are reasonable best estimates at the time of approval of this budget and it is agreed to and understood that such estimates are subject to change as part of the development process. The reimbursable amounts may be applied to any one or all of the stated line items, irrespective of the costs set forth in this exhibit, up to the maximum reimbursable amount as determined by the TIF Contract and CID Cooperative Agreement.

(4) All certified reimbursable CID (including CID Non-Captured Costs) costs will be subject to an interest expense as contemplated in the cooperative agreement.

(5) All certified reimbursable TIF costs shall be subject to a 7.0% interest expense from the date of certification until the reimbursement amount is paid in full.

(6) Eligible TIF reimbursement amounts will be paid back under the earlier of: (a) TIF maximum reimbursable amount plus eligible interest or (b) 20 years. Eligible CID reimbursement amounts will be paid back under the earlier of: (a) CID reimbursable amount plus eligible interest or (b) 27 years

EXHIBIT F

Form of Easement Agreement

PUBLIC PARK EASEMENT AGREEMENT

THIS PUBLIC PARK EASEMENT AGREEMENT (this "**Easement**") is granted and entered into as of this ____ day of _____, 20___, by the City of Joplin, Missouri, a constitutional charter city and a political subdivision of the State of Missouri ("**Grantor**"), and the Woodsonia Marketplace Community Improvement District, a Missouri political subdivision and community improvement district ("**Grantee**"), whose mailing address is _____.

WHEREAS, Grantor is the owner of that certain real property legally described and depicted on the attached **Exhibit A** (the "**Public Park Property**"); and

WHEREAS, Grantee anticipates constructing and operating, or causing the construction and operation of, a public park on the Public Park Property, and Grantor anticipates allowing for the construction of a public park on the Public Park Property; and

WHEREAS, it is the intention and desire of the parties to this Easement to create an easement for construction of a public park on the Public Park Property, which easement is to be perpetual and run with the land for the benefit of Grantee.

NOW, THEREFORE, for valuable consideration, the mutual receipt of which is hereby acknowledged by the parties, the parties agree as follows:

1. Public Park Easement. Grantor, as the owner of the Public Park Property, hereby grants a non-exclusive easement for construction of a public park on the Public Park Property for use by the public for park purposes. Such easement rights are perpetual and run with the land until this Easement terminates pursuant to Section 4 below.

2. Maintenance. Grantee shall be responsible and liable for operating and maintaining, or causing the operation and maintenance of, and for funding the operation and maintenance of the Public Park Property, and Grantor shall have no responsibility or liability for any operation, maintenance, or repairs, or for funding any operation, maintenance, or repairs, of the Public Park Property.

3. Perpetual, Non-Exclusive Easement. Each and every agreement, promise, restriction, benefit, undertaking, easement, right, privilege, and restriction contained in this Easement shall (a) be appurtenant to and for the benefit of the Public Park Property, (b) run with the land, (c) be binding upon the parties to this Easement, (d) be binding upon the Public Park Property to be burdened with the easement created hereby, and (e) inure to the benefit of Grantee and Grantee's successors and assigns.

4. Termination. Except as set forth herein, the non-exclusive, perpetual easement herein granted shall automatically terminate upon the conveyance of the Public Park Property from Grantee to Grantor at will occur at such time as the Grantee is terminated as a community improvement district.

5. Non-Disturbance. Grantee and each subsequent fee simple owner of the Public Park Property shall not permanently disturb, impede, or interfere with the public use of the Public Park Property, except for temporary disturbances reasonably caused by maintenance or improvements to the Public Park Property, governmental regulation and rules, and other such causes.

6. Indemnification. Grantee, to the extent permitted by law, shall indemnify, release, defend, be responsible for, and forever hold harmless Grantor, its officers, agents, employees, directors, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, liens, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character, and from any cause whatsoever, resulting from, with respect to, arising out of, or in connection with: (a) any negligent acts, misconduct or fraud of Grantee or any of its contractors, subcontractors, operators, agents, representatives, or employees in connection with this Easement and the construction, operation, or management of the public park on the Public Park Property; (b) any acts of Grantee beyond the scope of Grantee's authority provided to it under this Easement; (c) the breach of this Easement by Grantee or any of its operators, agents, representatives, or employees; (d) failure by Grantee or any of its contractors, subcontractors, operators, agents, employees, or representatives to comply with governmental requirements in connection with the construction, operation, or management of the public park on the Public Park Property, (e) any dispute between and/or among Grantee and any contractor(s) or subcontractor(s) concerning the payment of or failure to pay for labor or materials in connection with the operation, maintenance, or management of the Public Park Property; and (f) bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property to the extent arising out of or resulting from any act, error, omission, negligence, or intentional act of Grantee or its agents, employees, operators, contractors, or subcontractors, to the extent caused by the construction, operation, or management of the Public Park on the Public Park Property; provided, however, that Grantee need not indemnify or save harmless Grantor from any such lawsuits, suits, actions, costs, claims, demands, damages, liens, disability, losses, or expenses arising out or to the extent caused by the gross negligence or intentional misconduct of Grantor, its officers, directors, or agents or by the breach of this Easement by Grantor. The indemnity required hereunder shall not be limited by reason of any insurance held by Grantee. Grantor does not, and shall not, waive any rights against Grantee which it may have by reason of this indemnification, because of the acceptance by Grantor. This indemnification by Grantee shall apply to all damages and claims for damages of any kind that may arise as the result of any act, error, omission, negligence, or intentional act of Grantee or its agents, representatives, employees, contractors, or subcontractors, and suffered by reason of constructing, operating, or managing the public park on the Public Park Property as referred to in this Easement, regardless of whether or not insurance policies shall have been determined to be applicable to any such damages or claims for damages. With respect to any claims subject to indemnity hereunder, Grantee shall immediately notify Grantor of any and all claims filed against Grantee or Grantee and Grantor jointly and shall provide Grantor with a copy of the same. The fact that Grantee carries out any activities under this Easement through independent contractors shall not constitute an avoidance of, or defense to, Grantee's duty of defense and indemnification under this Section 6.

7. No Limitation of Remedies. The rights and remedies contained in this Easement are reserved to the parties hereto, their successors and assigns, except as otherwise provided in this Easement, shall not be exclusive of any other right or remedy, but shall be cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute.

8. No Waiver. A waiver by any of the parties hereto of any breach(es) or default(s) of any party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default, nor is it a waiver of or permission, expressed or implied, for any subsequent breach or default. No delay or omission of the right to exercise any power or remedy shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence in such delay or omission.

9. Liability Insurance. Grantee shall, at its sole expense, maintain or cause to be maintained, acceptable comprehensive general commercial liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the use of the easement as a public park. Each insurance policy shall name Grantor as an additional insured.

10. General Provisions.

10.1 Headings. The headings in this Easement are used as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Easement or in any way affect its terms.

10.2 Severability. If any term or provision of this Easement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected, and each term and provision of this Easement shall be valid and shall be enforced to the extent permitted by law.

10.3 Governing Law. This Easement shall be construed according to and governed by the laws of the state of Missouri.

10.4 Counterparts. This Easement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original.

10.4 No Agency or Partnership. Nothing in this Easement, or any acts of the parties pursuant hereto, shall be deemed by the parties, or by any third person, to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties, and no provision of this Easement is intended to create or constitute any person a third party beneficiary hereof with respect to having any right to sue for the enforcement of this Easement.

10.5 Recordation. This document shall be recorded in the official land records of Jasper County, Missouri.

IN WITNESS WHEREOF, this Easement has been executed the day and year first above written.

GRANTOR:

CITY OF JOPLIN, MISSOURI

By: _____
_____, City Manager

ATTEST:

By: _____
_____, City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this _____ day of _____, in the year 20__, before me, a Notary Public in and for said state, personally appeared _____, the City Manager of the City of Joplin, known to me to be the person who executed the within instrument on behalf of said City and acknowledged to me that he executed the same in such capacity the within instrument on behalf of said City, and who duly acknowledged to me that he executed the same for the purposes therein stated and to be the free act and deed of said City.

_____
Notary Public

My Commission Expires:

_____

GRANTEE:

WOODSONIA MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT

By: _____
_____, Chairman

ATTEST:

By: _____
_____, Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this _____ day of _____, 20__, before me, the undersigned Notary Public, in and for said state, personally appeared _____, Chair of the Woodsonia Marketplace Community Improvement District, a Missouri political subdivision and community improvement district, known to me to be the person who executed the within instrument on behalf of said community improvement district and acknowledged to me that he executed the same in such capacity the within instrument on behalf of said community improvement district, and who duly acknowledged to me that he executed the same for the purposes therein stated and to be the free act and deed of said community improvement district.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PUBLIC PARK PROPERTY

EXHIBIT G

Form of Purchase and Sale Agreement for Property District will be Acquiring

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), is made and entered into as of the Effective Date (as hereinafter defined) by and between **PROSPECT VILLAGE, LLC**, a Nebraska limited liability company ("Seller"), and **WOODSONIA MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district and political subdivision ("Purchaser"). The "Effective Date" of this Agreement shall be the date the latter of Seller and Purchaser has executed this Agreement as evidenced by the date by their signatures hereto.

RECITALS

WHEREAS, Seller is under contract to purchase that certain real property located in the City of Joplin, Jasper County, Missouri, consisting of (i) right of way, (ii) detention facilities, (iii) the site of the public park area that is not within an easement granted by the city of Joplin, Missouri, and (iv) land to be used for the Sports Complex (as defined below) to be acquired hereunder but conveyed to the Joplin Sports Complex Community Improvement District, each as legally described and depicted on Exhibits "A" through "D" attached hereto and incorporated herein by this reference (said real property, together with all improvements, rights, privileges, rights of way, easements, and appurtenances pertaining thereto, including, without limitation, all development rights, land use entitlements, air rights, and water rights appurtenant thereto, referred to herein as the "Property"); and

WHEREAS, by Ordinance No. 2025-170, adopted November 17, 2025 and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended (the "CID Act"), the City Council of the City of Joplin, Missouri (the "City") approved the Petition for Establishment of the Woodsonia Marketplace Community Improvement District ("Formation Petition") and found the area described in the Formation Petition to be a blighted area, thereby creating Purchaser as a Missouri community improvement district; and

WHEREAS, the Formation Petition requested authority for the District to impose a CID Sales Tax at a rate of up to one percent (1%) to fund the CID Project and Operating Costs; and

WHEREAS, Purchaser is authorized to enter into this Agreement and to acquire the Property pursuant to the CID Act and Resolution No. _____ dated _____, 2026; and

WHEREAS, Purchaser intends to acquire the Property, which is located within the boundaries of the Woodsonia Marketplace Community Improvement District, as part of a larger redevelopment project that includes property inside and outside of the District Area (the "Redevelopment Project"). As of the Effective Date, the boundaries of the District are legally described and depicted on the map attached as Exhibit "____" (the "District Area"). The CID Project is entirely within the District Area; and

WHEREAS, on February 3, 2025, the City Council adopted Ordinance No. 2025-018 approving the Prospect Village Tax Increment Financing Plan and Projects (the "TIF Plan") to

provide additional funding for the Redevelopment Project and selected Seller as developer to implement the projects in the TIF Plan; and

WHEREAS, the cost of the CID Project will be funded through a conventional loan or other private financing arrangement and/or bond obligations (the "CID Funding"); and

WHEREAS, Seller, Purchaser, and the City have entered into the Cooperative Agreement dated as of _____, 2026 (the "Cooperative Agreement") establishing their respective rights and obligations regarding community improvement district operations and implementation of certain public infrastructure improvements as part of the CID Project, including: raising a portion of the site out of the flood plain, remediation of environmental conditions, mass grading, providing for a public park, detention facilities, and acquiring right of way, all for the public purpose of removing blight, and such other improvements or services within the District area as described in the Formation Petition as it may be amended from time to time (the "CID Project"); and

WHEREAS, the CID Project is part of a development which will include a multi-sport facility to be constructed by the Joplin Sports Complex Community Improvement District (the "Joplin Sports Complex CID"); and

WHEREAS, this Agreement, the Cooperative Agreement, the TIF Plan and related agreements, and the IDA Bonds and related agreements are collectively referred to as the "Transaction Documents"; and

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the Property on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, agreements, conditions, and indemnities contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. AGREEMENT OF PURCHASE AND SALE. Subject to the provisions of this Agreement, at Closing (as hereinafter defined), Seller agrees to sell and deliver possession to Purchaser, and Purchaser agrees to purchase and acquire from Seller, all of Seller's right, title, and interest in and to the Property.

2. PURCHASE PRICE. The purchase price to be paid by Purchaser to Seller for the Property shall be as set forth below (the aggregate of each respective amount defined as the "Purchase Price"):

(i) right of way: price to be based on appraised value: ___ and/No/100 Dollars ($_____)

(ii) detention facilities: price to be based on appraised value: ___ and/No/100 Dollars ($_____)

(iii) public park: price to be based on appraised value: ___ and/No/100 Dollars ($_____)

(iv) Acquisition and relocation of a business for purposes of removing blight at a price of $_____;

(v) real estate for Sports Facility (Lot 15A and 15B): price is $12.00 per square foot: ___ and/No/100 Dollars ($_____)

Subject to the terms hereof, the Purchase Price will be payable to Seller in funds available for immediate credit on the Closing Date (as hereinafter defined) and is subject to adjustments as provided in this Agreement. The parties acknowledge that the proceeds of the CID Funding are Purchaser's sole source of funds to purchase the Property and that Purchaser shall have no obligation to purchase the Property with any other source of funds.

3. ESCROW AGENT; TITLE COMPANY. First American Title Insurance Company, c/o Stephanie Quisenberry, 1201 Walnut Street, Suite 700, Kansas City, Missouri 64106 (the "Escrow Agent" or the "Title Company"), will act as the escrow agent and will issue title insurance, together with such endorsements as Purchaser may request, in connection with the transaction contemplated herein.

4. CLOSING.

(a) The execution and delivery of the documents and instruments for the consummation of the purchase and sale pursuant hereto (the "Closing") will take place on the date on which Seller acquires title to the Property, which is anticipated to be on the same date as the closing on the CID Funding or such other date as Seller and Purchaser may mutually agree (the "Closing Date"), through an escrow with the Escrow Agent and in accordance with this Agreement. Seller shall provide Purchaser with reasonable notice as to the exact Closing Date. The parties agree that neither party is required to attend Closing in person and the Closing may be coordinated as a "mail-in" closing.

(b) At the Closing, Seller shall execute and deliver the following documents to the Escrow Agent (collectively, the "Closing Documents"): (i) an original Special Warranty Deed (the "Deed") in proper recordable and insurable form and as approved by Purchaser and the Title Company, subject only to the Permitted Exceptions (as hereinafter defined), (ii) an original affidavit from Seller as to the non-foreign status of Seller (or if Seller is a foreign person, Seller will deliver to Purchaser a withholding exemption certificate pursuant to §1445 of the Internal Revenue Code of 1954, as amended), (iii) a settlement statement prepared by the Escrow Agent showing all of the payments, adjustments and prorations provided for in this Agreement or otherwise agreed upon between Seller and Purchaser (the "Settlement Statement"), and (iv) if applicable as mutually determined by Seller and Purchaser, an original assignment of all assignable intangibles applicable to the Property (each including, without limitation, all permits, licenses, warranties, approvals, and the like from any governmental authority having authority over land development in the city, county, and/or state in which the Property is located) in a form to be mutually agreed upon by Seller and Purchaser (the "Assignment of Intangible Property").

(c) At Closing, Purchaser shall deliver the following to the Escrow Agent: (i) Purchaser's executed counterpart to the Settlement Statement, (ii) Purchaser's executed counterpart to the Assignment of Intangible Property, if applicable, and (iii) the Purchase Price, subject to the prorations and adjustments described in this Agreement.

(d) The parties agree to do such other acts and execute and deliver such other documents and instruments as are reasonably necessary or desirable for the consummation of the transaction contemplated hereby.

5. SURVEY, TITLE, AND ENVIRONMENTAL ASSESSMENT REPORT.

(a) At Closing, title to the Property shall be conveyed to Purchaser free from all liens, encumbrances, encroachments and other exceptions to title except (i) matters caused by Purchaser or the activities of Purchaser or its agents, employees, consultants, contractors and representatives on the Property, (ii) real estate taxes and assessments not yet due and payable for the year in which the Closing occurs, and (iii) those matters which are deemed to be Permitted Exceptions pursuant to Subsection 5(e) below (the matters in clauses (i) through (iii) of this Subsection 5(a) are herein collectively referred to as the "Permitted Exceptions").

(b) Within ten (10) days after the Effective Date, Seller shall, at Seller's sole expense, cause to be prepared or provide to Purchaser a current ALTA/NSPS Land Title Survey ("Survey") of the Property, prepared by a Registered Public Surveyor and certified in favor of Seller, Purchaser, and the Escrow Agent. The Survey shall conform to current ALTA/NSPS Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys and shall be, in all respects, acceptable to Purchaser and the Title Company.

(c) Within ten (10) days after the Effective Date, Seller shall cause the Title Company to deliver to Purchaser an ALTA title commitment (the "Title Commitment") for the issuance of an owner's policy of title insurance in the amount of the Purchase Price insuring Purchaser's fee simple title to the Property, subject to the Permitted Exceptions, as of the Closing Date (the "Title Policy"), along with legible copies of all recorded instruments referenced within the Title Commitment, the vesting deed, all plats and surveys of record of the Property, or any portion thereof, and tax certificates (the "Supporting Title Documents").

(d) Seller, at Seller's sole expense, shall obtain and provide to Purchaser a current Phase I environmental assessment report, and any such subsequent environmental assessment report as recommended by the initial report, performed on the Property, which shall not be dated more than one hundred eighty (180) days before the Closing Date (the "Environmental Assessment Report"). The Environmental Assessment shall be certified to Seller, Purchaser, and the Title Company, and Purchaser shall be able to rely on the Environmental Assessment in all respects in connection with Purchaser's acquisition of the Property

(e) Purchaser shall have until expiration of the Due Diligence Period in which to notify Seller of any objections Purchaser has to any matters shown or referred to in the Title Commitment, the Supporting Title Documents, the Survey, or the Environmental Assessment Report ("Objection Notice"). Within ten (10) days after receipt of Purchaser's Objection Notice ("Seller's Response Period"), Seller shall notify Purchaser in writing whether or not Seller elects to attempt to cure the objections contained in the Objection Notice by or before the Closing Date.

In the event Seller is unable or unwilling to cure any objectionable matter by or before the Closing Date, then Purchaser may, at Purchaser's option, within ten (10) days after Seller's Response Period, either (i) terminate this Agreement, in which case this Agreement shall automatically terminate effective as of such date, and the parties shall have no further rights or obligations hereunder, or (ii) waive such objections not cured and proceed to Closing. In the event Purchaser fails to provide Seller with notice of its election on or before expiration of said ten (10)-day period, Purchaser shall be deemed to have elected to waive any such uncured objections and proceed to Closing. Notwithstanding the foregoing, any non-monetary liens and encumbrances voluntarily placed on record against the Property by Seller (and without the written consent of Purchaser, which consent may be granted or withheld in Purchaser's sole and absolute discretion) after the Effective Date, any and all monetary liens and security interests voluntarily placed on record prior to or after the Effective Date, and any mechanics' liens shall be deemed objected to by Purchaser, whether or not Purchaser raises such objections in its Objection Notice. Any matter disclosed on the Title Commitment, the Survey, or the Environmental Assessment Report which is waived or not objected to by Purchaser shall be deemed a "Permitted Exception."

6. DUE DILIGENCE PERIOD.

(a) Purchaser shall have thirty (30) days after the Effective Date to determine if the Property is suitable to Purchaser, in its sole discretion (the "Due Diligence Period"). Without limitation, during the Due Diligence Period, Purchaser may, upon seventy-two (72) hours' prior notice to Seller, conduct such inspections of the Property, determine general code requirements for development of the Property for Purchaser's intended use, and conduct any such other investigations of the Property as Purchaser deems necessary. Prior to entry onto the Property, Purchaser or its contractors entering the Property will provide Seller with reasonable proof of commercial liability insurance and applicable workmen's compensation insurance with general liability coverage in an amount of not less than One Million and No/100 Dollars ($1,000,000.00), naming Seller as an additional insured. Purchaser agrees to provide a certificate of insurance evidencing such coverage and endorsement to Seller before commencing any of the activities provided for in this Subsection 6(a) and further agrees that such insurance shall be maintained in full force and effect until the completion of Purchaser's inspections.

(b) To the extent permitted by Missouri law, Purchaser hereby agrees to indemnify and hold Seller harmless from all cost and expense resulting from any claims or damages caused by such inspections, examinations, and tests, including the reasonable attorney's fees and court costs incurred by Seller in the defense of any claims, damages, or in the quieting of title in the name of Seller with respect to any mechanic or other liens filed by third parties seeking to collect such claims or damages (the "Purchaser's Indemnity Obligations"), provided, however, that Purchaser shall not be liable nor have any indemnification obligations for the following, without limitation: (i) any pre-existing conditions on the Property that are discovered by Seller or Purchaser during the course of their respective inspections, investigations, or tests of the Property, and (ii) claims or damages caused by or resulting from the gross negligence of Seller. Purchaser's Indemnity Obligations, if any, shall survive the Closing or the earlier termination of this Agreement for any reason.

(c) Notwithstanding anything contained herein to the contrary, Purchaser may elect to terminate this Agreement, for any reason or no reason, by giving Seller written notice of Purchaser's intent to terminate on or before the end of the Due Diligence Period. In the event such

notice is given pursuant to this Subsection 6(c), then neither Seller nor Purchaser shall have any further obligations or rights under this Agreement, except as otherwise provided herein. In the event Purchaser fails to provide Seller with notice of its election on or before expiration of the Due Diligence Period, Purchaser shall be deemed to have elected to waive its right to terminate this Agreement.

7. CONDITION OF PROPERTY; DAMAGE; CONDEMNATION. If, prior to Closing, any portion of the Property is permanently taken under the power of eminent domain or any access to the Property is destroyed due to casualty or permanently taken under the power of eminent domain, Purchaser may elect to terminate this Agreement by giving written notice to Seller of its election to terminate this Agreement (the "Termination Notice") within fourteen (14) days after receiving notice of such destruction or permanent taking. If Purchaser does not provide such Termination Notice within such fourteen (14)-day period, the transaction contemplated herein shall be consummated on the Closing Date and at the full Purchase Price, and Seller shall assign to Purchaser the physical damage proceeds of any insurance policy payable to Seller, or Seller's portion of any condemnation award, in both cases, up to the amount of the Purchase Price, and, if an insured casualty, pay to Purchaser the amount of any deductible but not to exceed the amount of the loss. If Purchaser elects to terminate this Agreement pursuant to this Section 7, the parties hereto shall have no further rights or obligations hereunder, except for those which expressly survive such termination according to this Agreement. Notwithstanding the foregoing, the risk of loss, damage, or destruction to any of the Property shall remain with Seller until the Closing.

8. WARRANTIES AND REPRESENTATIONS.

(a) Seller hereby warrants and represents to Purchaser as follows:

(i) Seller is duly organized, validly existing, and in good standing under the laws of the State of Nebraska.

(ii) This Agreement has been duly executed and delivered by Seller and constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, and other similar laws affecting the enforceability of creditors' rights generally.

(iii) Seller is not a "foreign person," "foreign trust" or "foreign corporation" (as those terms are defined in the Internal Revenue Code of 1986, as amended, and related Income Tax Regulations).

(iv) Seller is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control of the Department of Treasury ("OFAC") (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), the US Patriot Act, or other governmental action.

(v) No bankruptcy, insolvency, reorganization or similar action or proceeding, whether voluntary or involuntary, is pending, or, to Seller's knowledge, has been threatened in writing, against Seller.

(b) Purchaser hereby warrants and represents to Seller as follows:

(i) Purchaser is duly organized, validly existing, and in good standing under the laws of the State of Missouri.

(ii) This Agreement has been duly executed and delivered by Purchaser and constitutes the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to applicable bankruptcy, insolvency, and other similar laws affecting the enforceability of creditors' rights generally.

(iii) Purchaser is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of OFAC of the Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), the US Patriot Act, or other governmental action.

(iv) Purchaser is not a "Plan", nor a Plan "Fiduciary", nor an entity holding "Plan Assets" (as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service, "ERISA") nor, to the best of Purchaser's knowledge, an entity whose assets are deemed to be Plan Assets under ERISA, Purchaser is acquiring the Property for Purchaser's own personal account and, to the best of Purchaser's knowledge, the Property shall not constitute Plan Assets subject to ERISA upon conveyance of the Property by Seller. Seller shall not have any obligation to close the transaction contemplated by this Agreement if the transaction for any reason constitutes a prohibited transaction under ERISA or Purchaser's representation is found to be false or misleading in any respect.

(c) All warranties and representations shall be true as of the Effective Date and as of the Closing Date, and shall survive Closing, as set forth in Section 23 below.

(d) With exception of anything contained in this Agreement and any other documentation or communication delivered in accordance herewith, Purchaser acknowledges that (i) it is purchasing the Property "as is" with all its faults, and that except as specifically provided in this Agreement, Seller has made no representation or warranty whatsoever about the Property or the Property's condition, fitness for any particular use, value, or otherwise, (ii) Purchaser shall be fully responsible for making whatever investigations of the Property it desires to make, and (iii) in connection with its purchase of the Property, Purchaser shall rely solely upon its own judgment and the judgment of its own experts and whatever inspections and valuations of the Property that Purchaser may elect to perform or have performed.

(e) Each party hereby agrees to indemnify and hold harmless the other such party from and against any liability, cost, damage, loss, claim, expense, or cause of action (including, but not limited to, attorneys' fees and court costs) incurred by or threatened against said other party as a result of any breach of any of the warranties or representations contained in this Section 8; provided, however, that Purchaser's indemnification obligations under this subsection are limited to the extent permitted under Missouri law.

9. CONDITIONS PRECEDENT.

(a) Purchaser's obligation to purchase the Property and pay the Purchase Price is expressly contingent upon the following:

(i) Seller shall have performed and observed, in all material respects, all covenants of Seller under this Agreement and the Transaction Documents to which Seller is a party and Seller shall not be in default under this Agreement or any Transaction Document to which Seller is a party;

(ii) The representations and warranties made by Seller in this Agreement shall be true and correct as of the Closing Date;

(iii) The CID Funding shall have been closed and CID Funding proceeds shall have been allocated and be available as of the Closing Date in an amount sufficient to pay the Purchase Price and any other Closing costs or fees payable by Purchaser under this Agreement, including, without limitation, Purchaser's attorney's fees; and

(iv) Seller shall have acquired fee simple title to the Property.

(b) Seller's obligation to sell the Property to Purchaser is expressly contingent upon the following:

(i) Purchaser shall have performed and observed, in all material respects, all covenants of Purchaser under this Agreement and the Transaction Documents to which Purchaser is a party and Purchaser shall not be in default under this Agreement or any Transaction Documents to which Purchaser is a party;

(ii) The representations and warranties made by Purchaser in this Agreement shall be true and correct as of the Closing Date; and

(iii) Seller shall have acquired fee simple title to the Property.

10. BROKERAGE COMMISSION. Seller warrants and represents to Purchaser that it has not incurred any liability for any brokerage fee or commission in connection with the execution and delivery of this Agreement, the Property, or the consummation of the transaction contemplated hereby. Neither party hereto has had any contact or dealing regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the sale contemplated herein. In the event that any other broker or

finder perfects a claim for a commission or finder's fee, the party responsible for the contact or communication on which the broker or finder perfected such claim shall indemnify, save harmless and defend the other party from said claim and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same; provided, however, that Purchaser's indemnification obligations under this section are limited to the extent permitted under Missouri law. The provisions of this Section 10 shall survive the Closing or the earlier termination of this Agreement. **[THE PRINCIPAL OF SELLER IS A LICENSED REAL ESTATE BROKER FOR WOODSONIA REAL ESTATE, INC.]**

11. TAXES; EXPENSES; CLOSING ADJUSTMENTS.

(a) All customarily proratable items, including, without limitation, assessments and real estate taxes, shall be prorated as of the Closing Date, Seller being charged and credited for all of the same relating to the period up to the Closing Date and Purchaser being charged and credited for all of the same relating to the period on and after the Closing Date. Purchaser is a tax exempt entity and the parties anticipate that the Property will be exempt from taxation for so long as Purchaser is the owner of the Property. To the extent that the Property is part of a larger tax parcel, the square footage of the Property as compared to the square footage of the larger tax parcel shall be taken into account when calculating the prorations as contemplated herein. If the amount of any such proratable item is not known on the Closing Date, such item shall be apportioned on the basis of the comparable period of the prior year and shall be considered final as of the Closing Date.

(b) Costs, expenses, and fees incurred in connection with the transaction contemplated herein shall be allocated as follows:

(i) Seller shall pay: (A) one-half (1/2) of any escrow or closing fees charged by the Escrow Agent, (B) the cost of preparation of the Deed and any other instruments or documents required to be delivered by Seller to Purchaser at Closing, (C) the cost to cure any title defects, if any, including, without limitation, the cost to record any necessary documents against the Property, including any costs related to the release of all monetary encumbrances on the Property at or prior to Closing, and (D) the costs and expenses of Seller's legal representation, if any.

(ii) Purchaser shall pay: (A) one-half (1/2) of any escrow or closing fees charged by the Escrow Agent, (B) the cost to record the Deed, (C) the cost of the Title Commitment, the title examination, and the Title Policy, including any endorsements to the Title Policy and the cost of any extended coverage, (D) the title insurance premium for any loan title insurance policy issued in connection with the transaction contemplated herein and the cost of any endorsements issued in connection with such title insurance policy, and (E) all intangible taxes or any other charges in connection with recording a deed of trust, if any. Notwithstanding the foregoing, it is anticipated and expected that proceeds from the CID Funding will pay for all costs incurred by Purchaser in connection with this transaction. To the extent that the IDA Bond proceeds are insufficient to pay for Purchaser's costs under this Agreement, Seller shall be responsible for paying for all such costs at closing, including Purchaser's attorney's fees. The parties acknowledge that Seller may seek reimbursement from Purchaser as provided in the Cooperative Agreement.

12. DEFAULT; REMEDIES.

(a) If Purchaser defaults hereunder, including, without limitation, Purchaser's breach of Purchaser's Indemnity Obligations, Seller may terminate this Agreement by notice to Purchaser, whereupon this Agreement will terminate and neither party hereto will have any further rights or obligations hereunder, and Seller may seek all remedies available at law or in equity, including, without limitation, specific performance of this Agreement and Seller's right to recover, as damages, Seller's out of pocket costs and expenses incurred in defending any claim by a third party for costs, losses, claims, and expenses for which Purchaser has agreed to indemnify Seller under the terms of Purchaser's Indemnity Obligations.

(b) If Seller defaults hereunder, including, without limitation, Seller's breach of its indemnification obligations under this Agreement, then Purchaser may terminate this Agreement by notice to Seller, whereupon this Agreement will terminate and neither party hereto will have any further rights or obligations hereunder, and Purchaser may seek all remedies available at law or in equity, including, without limitation, specific performance of this Agreement and Purchaser's right to recover, as damages, Purchaser's out of pocket costs and expenses incurred in defending any claim by a third party for costs, losses, claims, and expenses for which Seller has agreed to indemnify Purchaser under the terms of this Agreement.

13. SUCCESSORS AND ASSIGNS. This Agreement shall bind and inure to the benefit of Seller, Purchaser, and their respective successors and assigns. Purchaser may assign an interest in this Agreement or otherwise designate the City or another political subdivision to accept title to all of the Property upon the prior written consent of Seller, which consent may be withheld at Seller's sole discretion, and subject to the prior approval of the City or other political subdivision.

14. GOVERNING LAW. This Agreement will be governed by the laws of the State of Missouri.

15. NOTICES. Any and all notices required or permitted under this Agreement shall be made or given in writing and shall be delivered in person or sent by postage, pre-paid, United States Mail, certified or registered, return receipt requested, or by a recognized overnight carrier (i.e., Federal Express), or by electronic mail, to the other party at the addresses set forth below, and such address as may be furnished by notice in accordance with this Section 15. Except where otherwise provided herein, all such notices shall be deemed to have been given as of the date of delivery if personally delivered, as of three (3) days after posting in the United States Mail if sent by certified or registered mail, as of one (1) business day after mailing if sent by a recognized overnight carrier, or on the date of sending if sent by electronic mail. Said notice addresses for each party are as follows:

To Seller: Prospect Village LLC
Attn: Drew Snyder
20010 Manderson Street, Suite 101
Elkhorn, Nebraska 68022
Email: drew@woodsonia.net
Phone: 402-669-1163

With copy to:

Prospect Village LLC
Attn: Natalie Wordekemper, General Counsel
20010 Manderson Street, Suite 101
Elkhorn, Nebraska 68022
Email: natalie@woodsonia.net
Phone: 402-650-2764

To Purchaser:

Woodsonia Marketplace Community Improvement District
20010 Manderson Street, Suite 101
Elkhorn NE 68022
Attn: Natalie Wordekemper
Email: natalie@woodsonia.net

With a copy to:

Rouse Frets White Goss Gentile Rhodes , P.C.
801 Belleview Suite 500
Kansas City, Missouri 64112
Attn: William B. Moore
Email: wmoore@rousepc.com

16. CALCULATION OF DATES. In the event that the last day for giving notice hereunder or for the performance of any obligation hereunder, or any other date hereunder, including Closing, falls upon a Saturday, Sunday, the Friday immediately following Thanksgiving, or a legal holiday, the last day for said notice or performance shall be deemed to be the next day which is neither a Saturday, Sunday, the Friday immediately following Thanksgiving, nor a legal holiday.

17. ENTIRE AGREEMENT. This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and cannot be amended or supplemented except by written agreement signed by all parties.

18. COUNTERPARTS & ELECTRONIC DELIVERY. This Agreement may be executed in one or more counterparts, each of which shall be deemed one instrument and all of the counterparts together shall constitute one and the same instrument. To expedite the transaction contemplated herein, electronic or facsimile signatures may be used in place of original signatures on this Agreement and any amendments thereto. Seller and Purchaser intend to be bound by the signatures on such document, are aware that the other party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

19. CAPTIONS. All captions, headings, section and subsection numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

20. SEVERABILITY. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed, in all respects, as if such invalid or unenforceable provision were omitted.

21. SECTION 1031 EXCHANGE. Either Seller or Purchaser, through the use of a qualified intermediary, may transfer or acquire the Property, or a portion of interest therein, through a tax-free exchange, deferred exchange, or reverse exchange of real property pursuant to Section 1031 of the Internal Revenue Code; provided, however, (a) in no event shall any such exchange, or the exchanging party's inability to complete any such exchange, impair or otherwise affect the Closing; (b) the non-exchanging party shall have no obligation or liability to the exchanging party or any other person or entity, in any respect, for any matters in connection with any such exchange other than payment of the Purchase Price in exchange for the conveyance to Purchaser of fee simple title to the property, subject only to those matters permitted under this Agreement; and (c) the exchanging party shall indemnify and hold the non-exchanging party harmless from and against any claims, actions, liability, and expense in connection with such exchange.

22. TIME OF ESSENCE. Time is of the essence of this Agreement.

23. SURVIVAL. The indemnities set forth herein will survive the Closing or any termination of this Agreement, and the warranties and representations set forth herein shall survive the Closing.

24. ATTORNEYS' FEES. In the event of any dispute regarding the terms of this Agreement, if either party employs attorneys to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party such reasonable attorneys' fees and costs incurred.

25. RECITALS AND EXHIBITS. The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

[Remainder of page left blank intentionally. Signatures on following page(s).]

IN WITNESS WHEREOF, this Agreement has been duly executed, sealed, and delivered by the parties hereto, as of the day and year written below.

SELLER:

PROSPECT VILLAGE, LLC,
a Nebraska limited liability company

By: _____
Drew Snyder, Manager

Date: _____

PURCHASER:

WOODSONIA MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT,
a Missouri community improvement district and political subdivision

By: _____

_____, Chairman

Date: _____

EXHIBIT "A"

Legal Description and Map of the Property to be Acquired

<INSERT LEGAL DESCRIPTION>

MAP OF PROPERTY ON NEXT PAGE

EXHIBIT "B"

Legal Description and Map of the Property to be Acquired

<INSERT LEGAL DESCRIPTION>

MAP OF PROPERTY ON NEXT PAGE

EXHIBIT "C"

Legal Description and Map of the Property to be Acquired

<INSERT LEGAL DESCRIPTION>

MAP OF PROPERTY ON NEXT PAGE

EXHIBIT "D"

Legal Description and Map of the Property to be Acquired

<INSERT LEGAL DESCRIPTION>

MAP OF PROPERTY ON NEXT PAGE

EXHIBIT "E"

Legal Description and Map of the District Boundary

<INSERT LEGAL DESCRIPTION>

MAP OF DISTRICT ON NEXT PAGE

EXHIBIT H

Form of Developer Agreement

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT (this "**Agreement**") is made and entered into as of _____, 20__ ("**Effective Date**"), by and between **PROSPECT VILLAGE, LLC**, a Nebraska limited liability company ("**Developer**"), and the **WOODSONIA MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT**, a Missouri political subdivision ("**District**"). District and Developer collectively are referred to herein as the "**Parties**" (or each as a "**Party**").

RECITALS:

A. On November 17, 2025, the City Council of the City of Joplin, Missouri ("**City**") adopted Ordinance No. 2025-170, pursuant to which the City (i) approved the Petition for the Creation of the Woodsonia Marketplace Community Improvement District ("**Petition**"), which includes the property described and depicted on **Exhibit A** attached hereto ("**District Area**"), (ii) found the District Area as described in the Petition to be a blighted area, and (iii) established the District for the purposes set forth in the Petition in accordance with the Missouri Community Improvement District Act, §§ 67.1401, *et seq*, RSMo, as amended ("**CID Act**").

B. District was formed to fund public improvements within the District Area, including acquisition and construction of public infrastructure, site mitigation and cleanup, mass grading, property acquisition, demolition and other eligible costs, the acquisition and relocation of an existing business, land to be used for a public park, right of way and detention facilities , and such other improvements or services within the District Area as described in the Petition, as it may be amended from time to time (collectively, the "**CID Project**").

Upon completion, certain improvements will be dedicated to the City or the District.

C. The Developer is the approved developer under a Redevelopment Plan approved by the City, which contemplates successful formation of two community improvement districts, the Woodsonia Marketplace CID which will impose a one percent (1%) sales tax used to fund acquisition and construction of public infrastructure, site mitigation and cleanup, mass grading, property acquisition, demolition and other eligible costs, and the Sports Facility CID which will impose a one percent (1%) sales tax used to fund construction of the Joplin Sports Complex.

The City has entered into a Tax Increment Financing Agreement with the Developer providing for the Developer's role in acquiring, constructing a project including the site of the CID Project, and a multi-sport facility to be constructed, using multiple funding sources. The parties contemplated memorializing the developer duties upon (i) approval of TIF Plan, (ii) establishment of the Woodsonia Marketplace CID and imposition of the Woodsonia Marketplace CID Sales Tax and approval and execution of the Woodsonia Marketplace CID Cooperative Agreement and (ii) establishment of the Sports Facility CID, imposition of the Sports Facility CID Sales tax and approval and execution of the Sports Facility CID Cooperative Agreement.

D. District, Developer, and City have entered into or intend to enter into a Cooperative Agreement ("**Cooperative Agreement**") setting their respective rights and obligations with respect to the financing and construction of the CID Project.

E. Developer owns or intends to acquire the property necessary for the CID Project ("**CID Project Property**"), which property is legally described and depicted on the attached **Exhibit B**, and Developer will cause the CID Project Property to be transferred to and titled in the name of District pursuant to a separate purchase and sale agreement.

F. The Parties anticipate that the Industrial Development Authority of the City of Joplin, Missouri or other authorized issuer ("**Issuer**") will issue bonds ("**Bonds**") to fund the CID Project. Revenue generated by District's one percent (1.0%) sales tax within District Area will be used to pay debt service on the bonds as provided in the Cooperative Agreement and the separate bond financing agreements. The Parties further anticipate that District and Issuer will enter into certain financing documents related to the Bonds (collectively, the "**Financing Documents**") establishing, among other things, the process for disbursement of Bond proceeds and the payment of Project Costs (as defined in Section 2.3 below) in accordance with the Approved Construction Budget (as defined in Section 2.1(a) below).

G. Developer is required to construct the CID Project pursuant to the terms and conditions contained in the Cooperative Agreement and in accordance with this Agreement.

H. District and Developer acknowledge that Developer has engaged certain professional services providers who each have experience with the planning, design, and construction of the CID Project, including OWN, Inc. for surveying and engineering design services (the "**Engineer**"), and Holland Basham Architects for architectural services (the "**Architect**"). *ADD OTHERS*: _____.

District desires to hire Developer to provide services in connection with construction of the CID Project on the CID Project Property pursuant to the terms and conditions of and in accordance with agreements (collectively, the "**Construction Documents**") entered into by Developer with the Engineer and the Architect, and one or more prime general contractors identified by Developer and approved by District (collectively, the "**Contractor**"), and such other parties which are necessary in order to develop, construct and complete the improvements as approved by District. All improvements to be constructed and completed as part of the CID Project and on the CID Project Property, along with all necessary approvals and permits, common areas, and are collectively hereinafter referred to as the "**Improvements.**"

AGREEMENTS:

For and in consideration of the mutual covenants and agreements herein contained, the adequacy of all of which consideration is hereby acknowledged, District and Developer hereby make and enter into this Agreement on the following terms and conditions:

Article 1
Development Services

1.1 Engagement. Subject to the provisions of this Agreement, District hereby engages Developer for performance of the duties herein set forth regarding the design and the construction

of the Improvements. Subject to the provisions of this Agreement, Developer hereby accepts such engagement and, shall, during the term of this Agreement cause to be performed the design and the construction of all of the Improvements, including all activities related to the CID Project until final completion of the Improvements. Such duties on the part of Developer shall include, but are not limited to, the following:

(a) Work with the District in the selection of, negotiation with (including scopes of work and fees), and engagement of the Engineer, Architect and such other consultants as Developer may deem necessary or desirable for the CID Project and the design and the construction of the Improvements. By this Agreement, District approves of Developer's selection and hiring of the Engineer and the Architect. Upon execution of this Agreement, Developer shall provide to District copies of all contracts and agreements with the Engineer and the Architect related to the CID Project;

(b) Provide information and guidance to the District in the preparation and evaluation of the budgets, plans and specifications, construction schedules and other design parameters for the development of the CID Project, including estimates of costs of construction. A copy of the current budget for the CID Project is attached as **Exhibit C**;

(c) Review and provide guidance to the District regarding material designs and specifications for the Improvements in consultation and collaboration with the Engineer and the Architect, including the establishment of procedures for review of bids, working drawings, samples and construction data;

(d) Monitor compliance with the Construction Documents;

(e) Provide day-to-day oversight and administration of the CID Project;

(f) Provide assistance in administering the Bonds and draws from the project fund and other funds established for the CID Project, including assisting in the preparation of all draw requests for each draw, subject to District's approval and, as applicable, the City's approval;

(g) Coordinate the services of the Architect, the Engineer and other design professional(s) for the CID Project, including: (i) coordinate efforts to ascertain the zoning, building code, or other governmental compliance issues for the CID Project and obtain any necessary variances relating thereto that are requested and approved by District; (ii) coordinate efforts to obtain soils reports, environmental reports, and studies requested by District or recommended by Developer and approved by District in connection with the CID Project; (iii) coordinate implementation of environmental responses and remediation actions recommended by an environmental consultant approved by District; (iv) obtain preliminary site plans, surveys, topographical surveys and schematic designs and elevations for the CID Project; (v) manage, oversee and coordinate the design of the Improvements, including managing and monitoring the performance of the Architect and the Engineer pursuant to the terms of the Construction Documents;

(h) Coordinate the preparation of all submissions necessary in connection with obtaining any and all permits, licenses, variances and approvals that are necessary to construct the Improvements and to construct and operate the CID Project as a whole, including, without limitation, any of same pertaining to (i) demolition of any existing improvements, site plan approvals, engineering permits, traffic and department of transportation permits, sewer and storm water management permits, parking variances, any required comprehensive land plan amendments, or any amendments to or approvals required under any applicable development of regional impact plan, satisfaction of all concurrency requirements, (ii) signs, driveways (including ingress and egress to public thoroughfares), (iii) environmental controls and (iv) any other permits or approvals necessary for Developer to obtain a permanent certificate of completion (individually, a "**Permit**" and collectively, the "**Permits**"), and negotiate with and act as liaison to all applicable governmental authorities in connection with obtaining the Permits. Developer will use its best commercially reasonable efforts and be diligent in pursuing such Permits and Developer will assist District with the coordination of the close out of all Permits with all applicable governmental authorities, District and Developer's contractors at the appropriate time;

(i) Coordinate the development of the construction drawings and specifications for the CID Project (collectively, the "**Construction Drawings and Specifications**"). The Construction Drawings and Specifications, as approved by District in accordance with Section 1.3 below, are herein called the "**Approved Plans and Specifications**";

(j) Review and process applications by the Contractor for progress and final payments;

(k) Coordinate and oversee the completion of the Work (as defined in Section 1.5 below) and services to be performed by the Contractor for the CID Project;

(l) Administer the construction of the CID Project to facilitate the Improvements being constructed, equipped, furnished, and completed in a good and workmanlike manner in accordance with the Approved Plans and Specifications, the Construction Documents and the Approved Construction Budget;

(m) Work with District to cause all payments to Contractor and Suppliers (as defined in Section 1.7(b) below) to be disbursed regularly and punctually prior to the expiration of any applicable grace period, to the extent applicable, and to the extent District provides sufficient funds therefore in a timely basis and to the extent provided in this Agreement;

(n) Coordinate establishing and negotiating agreements with governmental agencies or entities and with utility service providers, as necessary or appropriate in connection with the CID Project, and enforce compliance of such agreements in consultation with District;

(o) Coordinate, review, negotiate and approve all agreements with utility service providers, public utility companies, applicable governmental authorities, and/or any other third parties, as applicable, with respect to the construction of all public utilities, which are required by applicable governmental authorities and/or are necessary for the development of the CID Project, including, but not limited to, making recommendations to District for modifications to such agreements and oversee and monitor the performance by the Contractor of the terms and conditions of such agreements and enforce the compliance of such agreements in consultation with and at the direction of District;

(p) Procure and maintain, or cause the Contractor to procure and maintain, insurance policies of such types and in such coverage amounts as are customary for a CID Project of this size and nature, including, but not limited to, workers' compensation insurance, employers' liability insurance, business automobile liability insurance, commercial general liability insurance, and umbrella/excess liability insurance, and to further require that the City, Trustee, and District each be named as an additional insured under the Contractor's policies; provided, however, that the coverage amounts of such policies shall not be less than as provided in the TIF Contract. As evidence, a certificate of all such insurance policies shall be provided to District showing the policy is in full force and effect. Such policies may not be canceled without prior notice to District, Trustee, and the City; and

(q) Perform all other services that are reasonably requested by District.

Notwithstanding the foregoing in this Article 1, District expressly acknowledges that (i) Developer will not be acting, and does not purport to act, as a design professional, and that the Engineer and the Architect shall have sole responsibility for the engineering and design of the CID Project, (ii) the Contractor, and not Developer, shall have sole responsibility for the execution of the means, methods and sequence of the construction work to be performed by such party under the Construction Documents for the CID Project.

District shall appoint an officer or other representative who is authorized to act on behalf of District and who is authorized to provide the consent and/or approval of District as required by this Agreement ("**District Representative**"). District Representative, at his discretion or as may be required by the CID Act, is directed to submit to District's Board of Directors for approval any item under this Agreement. District hereby notifies Developer that District Chairman _____ (or his designee) is District Representative.

1.2 Compensation. In consideration for the financing provided by District for the CID Project, and other duties and obligations of District under the Cooperative Agreement, the Parties agree Developer will be paid, as indicated in the approved CID Project budget attached as **Exhibit C**, a Developer fee of seven percent (7%) of all hard costs, soft cost and FF&E for the CID Project and paid solely from the Bonds or any revenue sources available to the District at the time of each Disbursement Request (as defined in Section 2.3 below). Notwithstanding the foregoing, the Parties acknowledge that District's sole source of payment of the Developer Fee is from proceeds of the Bonds and that the issuance of the Bonds, in an amount sufficient to include the Developer Fee, shall be a condition precedent to the District's obligation to pay the Developer Fee.

1.3 Approval of the Construction Drawings and Specifications. As soon as practically possible but before commencement of the Work, Developer shall submit the Construction Drawings and Specifications for Districts approval. In the event District fails to review the Construction Drawings and Specifications within thirty (30) days after receipt thereof, the Construction Drawings and Specifications shall be deemed approved. In the event District makes comments to the Construction Drawings and Specifications, Developer shall cause the appropriate changes to be made to the Construction Drawings and Specifications, and District shall have fifteen (15) days following receipt of the revised Construction Drawings and Specifications to review the same. In the event District fails to review the revised Construction Drawings and Specifications within said 15-day period, the revised Construction Drawings and Specifications shall be deemed approved. In the event District makes comments to the revised Construction Drawings and Specifications, the foregoing process shall be repeated until District approves the revised Construction Drawings and Specifications.

1.4 Governmental Requirements and Permits. As soon as practically possible but before commencement of the Work, Developer shall apply for and obtain any and all Permits. Such Permits shall be on a valid and irrevocable basis and on terms and conditions satisfactory to District. Any changes to the Approved Plans and Specifications proposed by Developer in order to comply with any Governmental Requirements (as defined in Section 1.5 below) shall be subject to the prior approval of District pursuant to the same procedures as are set forth in Section 1.3.

1.5 Construction Contract. Pursuant to the terms hereof, Developer shall assist in the selection of the Contractor who will perform or cause to be performed the on-site and off-site work required to construct the Improvements on the CID Project Property in accordance with the Approved Plans and Specifications (collectively, the "**Work**").

The Work must be competitively bid and Developer shall cause to be published at least two (2) times in a newspaper in general circulation in the City a notice advertising for bids. The last publication notice shall be published at least fourteen (14) days before the scheduled bid opening. Developer shall comply with District's work procurement policy, a copy of which is attached hereto as **Exhibit D**. Developer shall keep District informed with respect to the bidding process for the Work and provide District with reasonable notice of the time, date and place of the opening of such bids, and District shall have the right to be present at such opening and inspect each bid submitted. Developer shall select the lowest and best bid or proposer/qualifier. The approved contract(s) are hereinafter called the "**Contract(s)**". Developer shall provide District with complete copies of all Contracts. The Contracts shall be freely assignable, contain a substantial penalty for failure of the Contractor to timely perform and provide construction warranties and guarantees for the Work for a period of at least twelve (12) months after substantial completion of the Work. The Contracts shall require that the Work shall comply with the provisions of this Agreement and all requirements of law, including all rules, regulations, ordinances, statutes and guidelines promulgated by any applicable governmental or quasi-governmental authorities, agencies or organizations with jurisdiction (collectively, the "**Governmental Requirements**"). The Contracts shall provide that the Contractor shall perform and complete the Work in accordance with the Approved Plans and Specifications and in

conformity with the requirements of the Engineer to the extent such construction requirements, procedures, guidelines and Design Criteria are applicable to the Work.

(a) In accordance with Section 107.170, RSMo, as amended, Developer shall procure or require the Contractor to procure a payment and performance bond issued by a surety acceptable to District (the "**Payment and Performance Bond**") with regard to the Contracts, naming District, the Issuer, and Trustee ("**Trustee**") selected by the Issuer for the Payment and Performance Bond, as dual obligees thereunder.

(b) Developer shall comply, and shall cause the Contractor and all subcontractors to comply, with all Governmental Requirements, including, but not limited to, Sections 290.210 through 290.340, RSMo, as amended, for the payment of prevailing wages to contractors and subcontractors in connection with the construction of the CID Project.

(c) Developer shall cause Contractor to provide all warranties and maintenance bonds customarily provided on projects of a similar nature to the CID Project or as the City may otherwise require in connection with the CID Project.

(d) Developer represents and covenants to the District that Developer will not self-perform any of the Work and that Developer will not guarantee, warrant, or otherwise assume financial responsibility for the work of others on the CID Project, or provide the District with a guaranteed maximum price for the work of others on the CID Project, or furnish or guarantee a performance or payment bond for the Contractor on the CID Project.

1.6 License. For so long as Developer is in compliance with the Cooperative Agreement and this Agreement, District hereby grants to Developer and its contractors, subcontractors, agents, employees, and representatives a non-exclusive right of access (the "**Right of Access**") over and on the CID Project Property for the purpose of constructing the CID Project. District makes no representations with respect to the CID Project Property or its condition, and Developer acknowledges that it is not relying on any representations of District with respect to the use or condition of the CID Project Property. This Agreement grants Developer and its contractors, subcontractors, agents, employees, and representatives the privilege and permission to use the CID Project Property in its present condition "as is" without any warranties and subject to the terms and conditions set forth herein.

1.7 Sales Tax Exemption Certificate. District will provide to Developer a sales tax exemption certificate applicable to the purchase of construction supplies and materials necessary for the CID Project in accordance with Section 144.062, RSMo, as amended, and other applicable Governmental Requirements. Notwithstanding the foregoing, the District's sales tax exemption certificate shall apply only to the public portions of the CID Project and no other portion of the CID Project and all references to the CID Project in this Section 1.7 or elsewhere in this Agreement pertaining to the District's sales tax exemption certificate shall include only the public portion of the CID Project and no other portion of the CID Project.

(a) Agency Relationship. Notwithstanding anything to the contrary contained in this Agreement or the Cooperative Agreement, District appoints and, confirms the appointment of, Developer as its agent to purchase materials ("**Materials**") necessary for the construction of the CID Project for and on behalf of District. Developer has the right (with notice to District) to make the Contractor hired by Developer for the construction of the CID Project a subagent for the purchase of the Materials, and accordingly, Developer appoints Contractor as subagent for District for the limited purpose of purchasing the Materials. District and Developer confirm that the Contractor is authorized to appoint its subcontractors as subagents of District for the limited purpose of purchasing Materials.

(b) Title to Materials. Notwithstanding anything to the contrary contained in this Agreement or the Cooperative Agreement, title to the Materials shall pass to District directly from the persons or entities that sell Materials for construction of the CID Project, including subcontractors ("**Suppliers**"), but only after the Materials have been inspected and accepted by Developer acting as the agent of District (or by Contractor or another person or entity acting as Developers' subagent). After this purchase, title to the Materials shall remain in District.

(c) Procedure for Purchase of Materials. Notwithstanding anything to the contrary contained in this Agreement or the Cooperative Agreement, payment to the Suppliers for the Materials shall be made subject to the following provisions:

(i) Developer shall include, or cause to be included, in contracts with the Suppliers that sell the Materials necessary for the construction of the CID Project: (1) a provision acknowledging that title to the Materials shall pass directly to District from the Suppliers, but only after the Materials have been inspected and accepted by Developer or the Contractor, acting as agents of District; and (2) a provision that requires the Suppliers to properly submit detailed invoices for materials ("**Invoices for Materials**") for review and approval to District, Developer, the City and Trustee, which Invoices for Materials, upon their approval, will be paid by Trustee pursuant to Disbursement Requests issued by Developer and District. The Invoices for Materials must reflect that Developer, the Contractor or a subcontractor is purchasing the Materials on behalf of District as District's agent or subagent.

(ii) Developer shall ensure that all payments for the Materials shall be made using funds of District (either initially or ultimately by virtue of District's obligation to reimburse Developer pursuant to the Cooperative Agreement), and all receipts evidencing such payment shall reflect that payment was received from Trustee pursuant to a Disbursement Request issued by Developer and District.

(iii) Developer shall keep full and complete records of the Materials purchased on behalf of District and shall provide District reasonable access to those records, as may be necessary or desirable to ascertain that the Materials are, in fact, being acquired in accordance with this Agreement.

(iv) Developer acknowledges and affirms that it is buying the Materials, or causing the Materials to be bought by the Contractor or subcontractors, on behalf of and as agent for District. Developer further acknowledges and affirms that any such Materials purchased are the sole property of District.

Article 2
Budgets; Reports; Reimbursements

2.1 Budgets.

(a) Developer has submitted to District, and District hereby approves, the construction budget for the CID Project attached hereto as **Exhibit C** (the "**Construction Budget**"). The initial Construction Budget for the CID Project attached hereto as **Exhibit C**, and as may be revised and updated from time to time and approved by District, is herein called the "**Approved Construction Budget.**" The Approved Construction Budget shall not be modified, amended, updated or revised without the prior approval of District; provided, however, notwithstanding anything contained herein to the contrary, Developer may, without prior District approval to the Approved Construction Budget, transfer amounts among each line item category in **Exhibit C** so long as Developer does not (a) exceed the aggregate of the total Project Costs, (b) transfer to line items that are not eligible for District funds, (c) transfer amounts to the Project Administration line items that result in an increase to said line items of more than ten percent (10%), or (d) result in any additional fees or payments directly to Developer. Notwithstanding anything to the contrary in this Agreement, District's Board of Directors shall approve any changes to the Approved Construction Budget that Developer is not authorized to make without District's approval.

(b) Developer shall, upon the request of District, submit to District for District's approval an updated or revised Construction Budget. If District has objections to such revisions or modifications to the then existing Approved Construction Budget, then District shall advise Developer of District's specific objections thereto within five (5) business days after its receipt thereof and Developer will then revise such updated or revised Construction Budget to address such objections and resubmit the same to District within five (5) business days after its receipt of such objections thereto; whereupon, the process set forth above shall be utilized again until such updated or revised Construction Budget has been approved by District. If an updated or revised Construction Budget is not timely approved by District, then the immediately prior and then existing Approved Construction Budget shall continue to apply and the scope of duties and obligations of Developer hereunder as they relate to such immediately prior and then existing Approved Construction Budget shall

remain those that are contemplated by such immediately prior and then existing Approved Construction Budget and not those duties and obligations contemplated by the updated or revised Construction Budget.

2.2 Books and Records; Reports.

(a) Developer shall maintain books, journals and orderly files containing prevailing wage records as required by Sections 290.210, RSMo, through 290.340, RSMo, as amended, insurance policies, correspondence, receipts, bills and vouchers, and all other documents and papers pertaining directly to the CID Project (collectively, the "**Records**"). Developer agrees to keep the Records safe, available, and separate. District shall have the right to audit all such Records, and Developer will cooperate with and give reasonable assistance to District and any accountant or other person designated by District to examine and audit such Records and shall provide District or its designated representatives with access to, and the right to inspect and copy, such Records.

(b) Commencing with the execution of the Construction Documents or any one of them, Developer shall monitor the Approved Construction Budget for construction costs and prepare or cause to be prepared and deliver financial reports to District upon request.

(c) As soon as reasonably practicable after the actual substantial completion date of the CID Project, Developer shall:

(i) deliver, or cause to be delivered, to District a final construction report prepared by the Contractor, which report will set forth the total hard costs and the total soft costs incurred in connection with the construction of the Improvements to the actual substantial completion date, an estimate of any costs in addition thereto necessary to achieve final completion and a summary of all change orders, delays, disputes, and claims; and

(ii) deliver to District warranties, guaranties, and operating manuals obtained from the Contractor and any subcontractors or Suppliers whose work or materials are covered thereby and which have not previously been delivered to District, as well as a set of as-built plans of the CID Project when such plans have been completed, subject to Developer confirming and verifying that all such warranties, guaranties, operating manuals and as-built plans conform to the requirements of the Construction Documents prior to delivering the same to District.

2.3 Payment of Project Costs; Reimbursement of Certain Advances by Developer.

(a) Developer shall coordinate and submit requests for disbursements from the Bonds for the Project Costs first to the City, then to the District, and upon receipt of both such approvals, to the Trustee as such costs are incurred in accordance with the Approved Construction Budget and as required by the Cooperative Agreement and the Financing Documents.

(b) "**Project Costs**" shall mean all amounts paid or payable by District with Bond proceeds as such costs are incurred in accordance with the Approved Construction Budget that are true third party costs and expenses related to the CID Project. The Parties acknowledge that District's sole source of funding for payment of the Project Costs is the Bonds and proceeds therefrom.

(c) Developer will prepare for submission and approval to City and the District a Disbursement Request based upon the invoices, billings and applications for payment submitted by the Contractor or any contractors, subcontractors, design professional, consultant or supplier for the Improvements or the Architect or the Engineer, as the case may be (each such request, a "**Disbursement Request**").

(d) Each Disbursement Request will include only those sums which Developer believes, after its review of such Disbursement Request and its review of the Improvements then completed which are the subject of such Disbursement Request, are then properly due and owing for the design and construction of the Improvements which has been completed at such time. Each Disbursement Request will be accompanied by conditional lien waivers and Developer's and the Engineer's or the Architect's, as applicable, certification that, to the respective knowledge of Developer and the Engineer or the Architect, as applicable, (i) the amount requested is a true and correct statement of amounts due to the parties indicated therein, (ii) that design and construction has progressed to the point indicated, (iii) that the Work then completed has been performed and completed in accordance with the Approved Plans and Specifications and the Construction Documents (and to the extent that the Work then completed has not been performed and completed in accordance with the Approved Plans and Specifications and the Construction Documents, then such certification shall identify such incomplete and/or defective portion of the Work and any Work that needs to be completed in accordance with the Approved Plans and Specifications and the Construction Documents, including any work that needs to be performed to fix the defective Work), and (iv) to the extent that any Work has not been completed satisfactorily or is incomplete, Developer's recommendations of the time within which the Contractor or subcontractors shall complete the same (whether prepared and delivered separately by Developer and the Engineer or the Architect, as applicable, respectively, or by both Developer and the Engineer or the Architect, as applicable, in one certificate, the "**Certificate of Payment**"). In addition, Developer shall, in each Disbursement Request, identify the specific line item within the Approved Construction Budget as to which each Project Cost for which payment is requested is assigned. Subject to the provisions in Section 2.1(a) above, savings in the amount expended with respect to any specific line item

in the Approved Construction Budget may be used to fund cost overruns in another line item of the Approved Construction Budget.

(e) Notwithstanding anything in this Agreement to the contrary, Disbursement Requests shall be processed and submitted for approval and payment in accordance with the procedures provided in the Financing Documents. District Representative may sign, on behalf of District, any Disbursement Request that is in accordance with the Approved Construction Budget without prior approval of District's Board of Directors.

(f) All payments or reimbursements by District to Developer under this Agreement shall be conditioned upon annual appropriation by the District of funds for such payment or reimbursement in fiscal years when sufficient otherwise unencumbered revenue is available to District to make such payments or reimbursements.

Article 3
Indemnities

3.1 Developer's Indemnity. Developer shall indemnify, release, defend, be responsible for and forever hold harmless District, its officers, agents, employees, directors, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, resulting from, with respect to, arising out of or in connection with: (a) any negligent acts, misconduct or fraud of Developer or any of its contractors, subcontractors, agents, representatives or employees; (b) any acts of Developer beyond the scope of Developer's authority provided to it under this Agreement; (c) the breach by Developer or any of its agents, representatives or employees of this Agreement; (d) failure by Developer or any of its contractors, subcontractors, agents, employees, or representatives to comply with Governmental Requirements in connection with the CID Project, including, without limitation, all public bidding, bond, and prevailing wage requirements; and (e) bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property to the extent arising out of or resulting from any act, error, omission, or intentional act of Developer or its agents, employees, contractors, or subcontractors, to the extent caused by the construction of the CID Project expressly authorized herein; provided, however, that Developer need not save harmless District from claims, demands, losses and expenses arising out of or to the extent caused by the gross negligence or intentional misconduct of District, its directors or agents or by the breach of this Agreement by District or any of its agents or representatives. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for Developer under workers' compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by Developer. District does not, and shall not, waive any rights against Developer which it may have by reason of this indemnification, because of the acceptance by District, or the deposit with District by Developer, of any of the insurance policies described in this Agreement. This indemnification by Developer shall apply to all damages and claims for damages of any kind that may arise as the

result of any act, error, omission or intentional act of Developer or its agents, representatives, employees, contractors, or subcontractors, and suffered by reason of any of the construction referred to in this Agreement, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages. With respect to any claims subject to indemnity hereunder, Developer shall immediately notify District of any and all claims filed against Developer or Developer and District jointly, and shall provide District with a copy of the same. The fact that Developer carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, Developer's duty of defense and indemnification under this Section 3.1.

3.2 Survival. The indemnities provided in this Article 3 will survive the expiration or sooner termination of this Agreement.

Article 4
Term

4.1 Term. This Agreement shall be for a term commencing on the Effective Date of this Agreement and shall terminate upon (if not sooner terminated pursuant to the terms and provisions of this Agreement) the City's or the District's acceptance of the CID Project; provided, however, that this Agreement may be extended by amendment if District undertakes a new project eligible for District funding under the CID Act with funds not otherwise pledged to pay debt service on the Bonds.

4.2 Events of Default. The following shall constitute events of default under this Agreement (each, an "**Event of Default**" and collectively, the "**Events of Default**"):

(a) the filing of a bankruptcy or insolvency or a petition for reorganization under any bankruptcy law by a Party;

(b) the gross negligence, fraud, criminal misconduct or willful misconduct of a Party, or any officer, director, executive or principal of such Party, in the performance or observance of such Party's obligations, duties or services under the terms of this Agreement; and

(c) the failure of a Party to perform, keep or fulfill any of the other covenants, undertakings, obligations or conditions applicable to such Party as set forth in this Agreement, and the continuance of any such failure for a period of fifteen (15) days after receipt of written notice of said failure from the other Party; provided, however, that with respect to an Event of Default set forth in Sections 4.2(a) and 4.2(b) above, no such notice and cure period will be required to be given to the defaulting Party, and further provided that if such failure is not a default in the payment of a monetary sum hereunder and cannot be reasonably cured within such fifteen (15)-day period but is susceptible of cure with reasonable diligence, and such defaulting Party commences such cure within said fifteen (15)-day period, then for such additional period of time as such cure shall continue to be pursued with reasonable diligence by the defaulting Party, but in no event shall such period exceed a period of ten (10) business days from the date of such Notice.

Article 5
General

5.1 Assignment. No Party shall assign or permit to be assigned any of its rights or its obligations under this Agreement, whether by operation of law or otherwise, without the written consent of the other Party.

5.2 Notices. Any notice, statement, communication, request, reply or advice (herein severally and collectively, for convenience, called "**Notice**"), in this Agreement provided or permitted to be given, made or accepted must be in writing and shall, unless otherwise in this Agreement expressly provided, be given or be served by delivering the same to such Party or to an officer or agent of such Party by hand delivery or by Federal Express or similar reputable overnight delivery service or by electronic delivery, properly addressed to the Party to be notified. Any Notice given by hand delivery shall be deemed to have been delivered and be effective only if and when received or refused by the Party to be notified. Any notice delivered via electronic delivery must be followed by delivery of a hard copy by another means of delivery to be effective under this Section. Any Notice given by Federal Express or similar reputable overnight delivery service shall be deemed to have been delivered and be effective one (1) business day after delivery to such reputable overnight delivery service, provided, that such Notice is sent for next business day delivery and such carrier guarantees next business day delivery and the same is actually delivered to (whether or not refused by) the recipient in the ordinary course. For purposes of Notice, the addresses of the Parties, until changed as hereinafter provided, shall be as follows:

District: Woodsonia Marketplace Community Improvement District
Attention: _____, Chairman
_____
_____

EMAIL:

With a copy to: T. Chris Williams, Esq.
Williams & Campo, P.C.
200 Unity Circle North, Suite G
Lee's Summit, Missouri 64086
EMAIL:

Developer: Prospect Village, LLC
Attention: Drew Snyder
20010 Manderson Street, Suite 101
Elkhorn, NE 68022
EMAIL:

With a copy to: Prospect Village, LLC
Attention: Natalie Wordekemper, General Counsel
20010 Manderson, Suite 101
Elkhorn, NE 68022
EMAIL:

However, each Party shall have the right from time to time to change its respective address to any other address within the United States of America by providing at least five (5) days prior written Notice to the other Party in accordance with the provisions of this Section 5.2.

5.3 Entire Agreement; Amendment. The Recitals and exhibits attached hereto are incorporated into and made a part of this Agreement. This Agreement and any other documents and instruments referred to in this Agreement shall constitute the entire agreement between the Parties hereto with regard to the subject matter hereof and shall supersede all previous discussions, negotiations, agreements and commitments, written or oral, between the Parties hereto and relating to the CID Project and the subject matter hereof. There are no oral or other agreements or understandings with respect to the subject matter hereof. No amendment or modification of this Agreement shall be effective unless made by supplemental agreement in writing executed by all affected Parties and approved by District's Board of Directors. Capitalized terms not defined herein shall have the meaning ascribed to them in the Cooperative Agreement.

5.4 Nature of Contract. The relationship between the Parties under the terms of this Agreement shall be that of independent parties, and notwithstanding anything to the contrary set forth herein, Developer shall perform its duties and provide the services contemplated by this Agreement as an independent contractor and not as an employee or agent of District. Nothing contained in this Agreement or in the relationship of the Parties shall be deemed to constitute a partnership, joint venture or any other similar relationship. No personal liability shall accrue hereunder against any individual, officer, director, shareholder, representative or employee of any Party.

5.5 GOVERNING LAW. THIS AGREEMENT IS MADE PURSUANT TO, AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MISSOURI.

5.6 Partial Invalidity. Except as otherwise expressly provided to the contrary in this Agreement, the provisions of this Agreement are severable. Provided that the essence and intent of this Agreement are otherwise substantially preserved, if any provisions of this Agreement, or the application thereof to any particular party or circumstance, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, arbitrator or other such lawful governing or interpretive authority, such determination shall not affect the remaining provisions of this Agreement, or the application of such provision to any other particular party or circumstance, shall be valid and enforceable.

5.7 Captions. The captions under the Article numbers and beside the Section numbers of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, and in no way affect or constitute a part of this Agreement.

5.8 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties to this Agreement had signed the same agreement. Each counterpart shall be deemed to be an original copy of this Agreement, and all counterparts shall be construed together and be deemed to constitute a single agreement.

5.9 Attorney's Fees. In the event that any litigation or other proceeding is sought regarding this Agreement, the losing Party shall pay to the prevailing Party reasonable attorney's fees and costs of court at trial and on appeal in bringing or defending such litigation or other proceeding. For purposes of this Agreement, "prevailing Party" shall mean the Party that has succeeded in obtaining a substantially more favorable result in its prosecution or defense of a claim than its opposing Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES APPEAR ON NEXT PAGE.]

District and Developer have executed this Development and Developer Agreement to be effective as of the Effective Date.

District:

WOODSONIA MARKETPLACE
COMMUNITY IMPROVEMENT
DISTRICT

By: _____
Name: _____, Chairman

ATTEST:

By: _____
Name: _____
Title: _____

Developer:

PROSPECT VILLAGE, LLC,
a Nebraska limited liability company

By: _____
Drew Snyder, Developer

EXHIBIT A

LEGAL DESCRIPTION OF DISTRICT AREA (AS OF EFFECTIVE DATE)

<INSERT LEGAL DESCRIPTION>

MAP OF DISTRICT AREA ON NEXT PAGE

EXHIBIT B

LEGAL DESCRIPTION OF THE CID PROJECT PROPERTY

<INSERT LEGAL DESCRIPTION>

MAP OF CID PROJECT PROPERTY ON NEXT PAGE

EXHIBIT C

PROJECT BUDGET

[Same as Exhibit E-2 in Cooperative Agreement.]

F

DISTRICT WORK PROCUREMENT POLICY

WOODSONIA MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT ("DISTRICT")
PREVAILING WAGES AND PROCUREMENT OF WORK POLICY
Adopted by the Board of Directors _____, 2025

As a part of the contracting process for completion of the projects approved in District's Petition, the Board desires to establish policies governing the procurement of work and payment of prevailing wages as set forth below:

Section 1. The Board hereby states that all work for any public work, exclusive of maintenance, completed by or on behalf of District will conform to the Missouri Prevailing Wages on Public Works Act, Sections 290.210 through 290.340, RSMo, as amended.

Section 2. The Board hereby establishes the following policies for the procurement of construction work and professional services in the design of the construction work:

A. Construction Contracts:

(1) *Solicitation Requirements*:

(a) The Board shall comply with any applicable public notice, bid requirement, and bid solicitation rules and regulations applicable under Missouri law.

(b) *Emergency Contracts*. If the Board determines there exists an imminent threat to public health, welfare, safety or essential operations of District, contracts may be entered into without competitive bid or public notice.

(2) *Bid Security*. When a public construction contract is awarded, bid security in the amount of at least five percent of the bidder's price on the base bid shall be required. The security shall be in one of the following forms as determined by the Board: surety bond; letter of credit; cashier's check; certificate of deposit; or other form approved by the Board.

(a) *Forfeiture of Security*. If a bidder fails or refuses to execute the construction contract when requested by the Board, any bid security given to District shall immediately become due and payable and forfeited to District as liquidated damages.

(b) *Mistake in Bid Security*. Notwithstanding anything to the contrary, a bidder shall correct a mistake on a bid security submission when requested by District. When such a mistake occurs and a bidder fails or refuses to correct the

mistake or execute the contract when requested by District, any bid security shall be forfeited to District.

(3) *Required Submissions.* A bidder or any construction contract shall furnish the following to District, within the time frames stated in the bid documents or within 14 calendar days after receiving notice of intent to contract from District unless good cause is shown:

(a) The bidder's federal employer identification number;

(b) Bonds and insurance certificates as required in the bid documents;

(c) Copies of all licenses required by the City to do the work;

(d) A copy of its certificate of corporate good standing from the Missouri Secretary of State of other evidence acceptable to District.

(e) A statement regarding all work performed two years immediately preceding the date of the bid, that contains either:

(i) A contract by contract listing of any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the bidder or paid by the bidder; or

(ii) A statement that there have been no such written notices of violations or such penalties.

(f) A statement that the bidder is current on payment of its:

(i) Federal income tax withholding; and

(ii) State income tax withholding and unemployment insurance payments, either in Missouri for companies doing business in Missouri, or in the state in which bidder has its principal office.

(4) *Subcontractor Requirements.* Each contractor that has entered into a construction contract with District shall obtain and retain in its contract files in accordance with the contract requirements the following documentation from any subcontractor:

(a) A copy of its certificate of corporate good standing from the Missouri Secretary of State or other evidence acceptable to the city;

(b) Copies of all licenses required by the contract documents;

(c) Evidence that it has in force general, automobile, and employer's and worker's compensation liability insurance in the amounts required by the contract documents;

(d) Evidence, which may be a copy of its most recent quarterly contribution and wage report, that is a participant in the state unemployment compensation fund;

(e) A statement regarding all work performed two years immediately preceding the date of the bid, that contains either:

(i) A contract by contract listing of any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the bidder or paid by the bidder; or

(ii) A statement that there have been no such written notices of violations or such penalties.

B. Contract Award:

(1) Contracts shall be awarded to the lowest and best bidder or best proposer/qualifier. District has the right to reject any and all bids or proposals.

(2) The Board may negotiate a revised bid with the apparent lowest and best bidder, including changes in bid requirements, price, scope or quantity, on any contract except a construction contract bid if:

(a) The bid is more than the appropriation or relevant budget item for that project; and

(b) It is not in District's best interests to resolicit bids because of time or other circumstances.

(3) The Board may offer the apparent lowest and best bidders on a construction contract the option of performing the work for the engineer's estimate for the project with no changes to the bid requirements or scope of the project if the bid is not more than five percent higher than the engineer's estimate.

(4) If the Board rejects any or all bids or proposals, the Board may:

(a) Resolicit bids or proposals only from those bidders or proposers that submitted a bid or proposal pursuant to the original solicitation; and/or

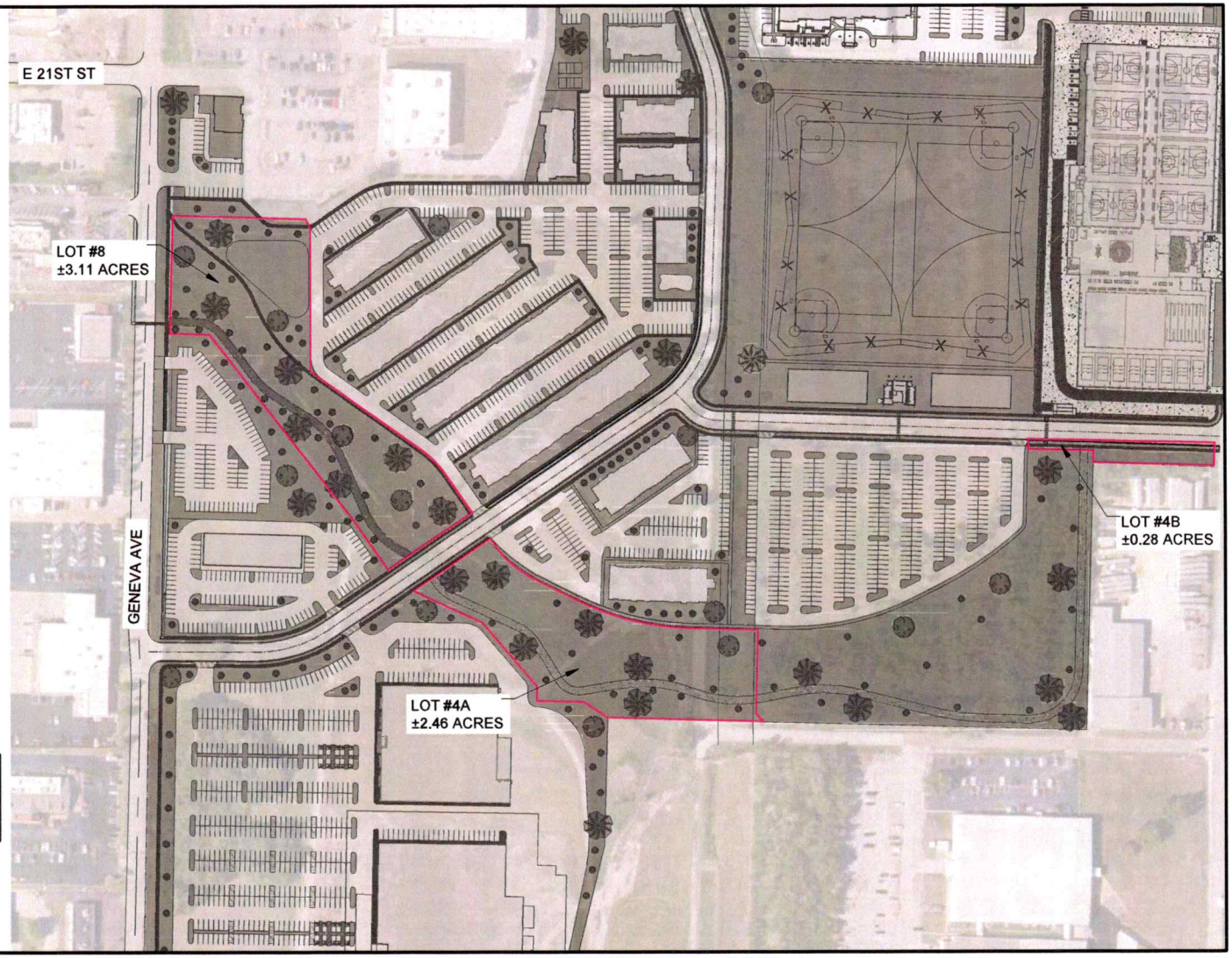
(b) Use an expedited bid or proposal submission schedule with or without readvertising or issuing any other public notice when the Board determines that the delay from the normal solicitation procedure would not be in District's best interests.

[End of Document]

EXHIBIT I

Depiction showing Public Park Area to be Acquired by the District

SPECIAL NOTE:
ACREAGE IN THIS EXHIBIT NOT BASED ON DEED DESCRIPTION. ACREAGE HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSES ONLY.



LEGEND	
	PUBLIC PARK AREA (EXCLUDING MITIGATION AREA)

OWN
Engineering beyond.™
811 E. Third Street
Joplin, MO 64801
417.782.7399
COA# 00062

WOODSONIA REAL ESTATE, INC.

PUBLIC PARK AREA (EXCLUDING EASEMENT AREA) TO BE ACQUIRED BY MARKETPLACE CID

JOPLIN, MO

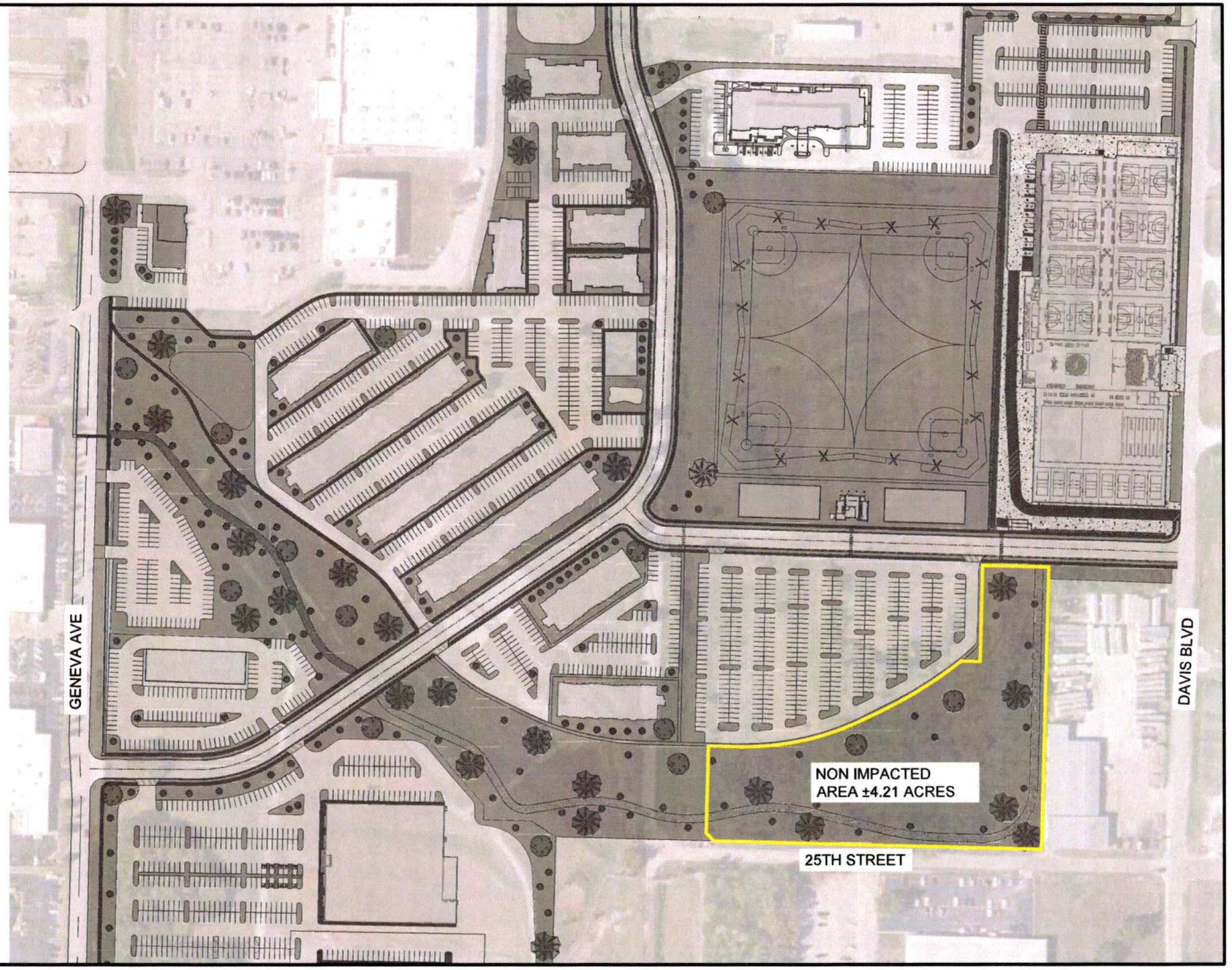
DRAWN BY: KM

DATE: 07-02-2025

EXHIBIT J

Depiction Showing Portion of Public Park Area to be Acquired by Easement

SPECIAL NOTE:
ACREAGE IN THIS EXHIBIT NOT BASED ON DEED DESCRIPTION. ACREAGE HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSES ONLY.



N

LEGEND	
	EASEMENT AREA NOT IMPACTED BY PROPOSED IMPROVEMENTS

1"=200'

200' 0 100' 200' 400'

OWN
Engineering beyond.™
811 E. Third Street
Joplin, MO 64801
417.782.7399
COA# 00062

WOODSONIA REAL ESTATE, INC.

GENEVA AVENUE, JOPLIN, MO

DRAWN BY: KM

DATE: 07-17-2025

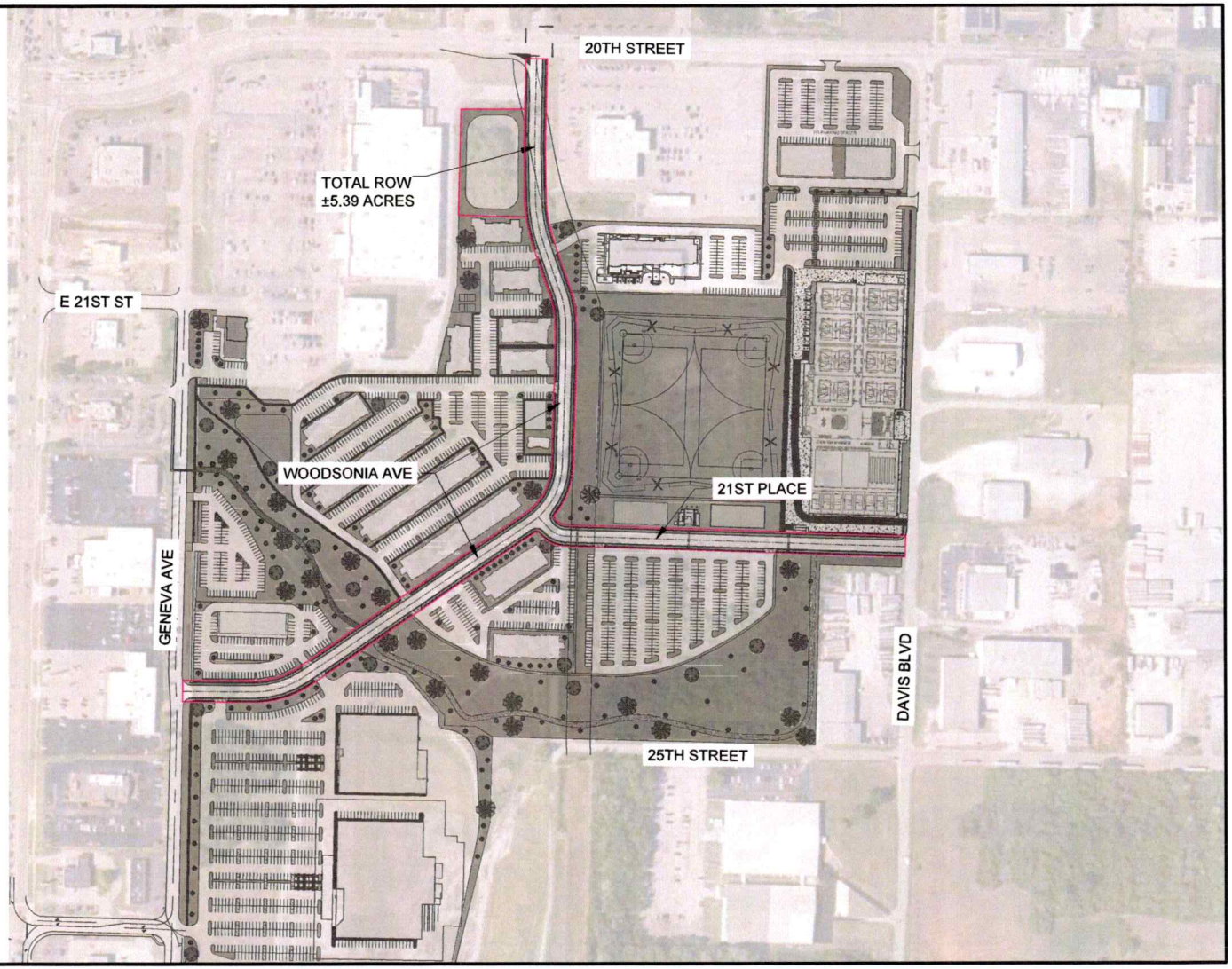
EXHIBIT K

Depiction Showing Public Right of Way and Detention Facilities to be Acquired by the District

GENERAL NOTES:

WOODSONIA AVE MEASURES 2460' IN LENGTH. 21ST PLACE MEASURES 1045' IN LENGTH.

SPECIAL NOTE:
ACREAGE IN THIS EXHIBIT NOT BASED ON DEED DESCRIPTION. ACREAGE HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSES ONLY.



LEGEND	
	FUTURE RIGHT-OF-WAY

OWN
Engineering beyond.™
811 E. Third Street
Joplin, MO 64801
417.782.7399
COA# 00062

WOODSONIA REAL ESTATE, INC.
PUBLIC RIGHTS-OF-WAY FOR FUTURE STREETS
JOPLIN, MO

DRAWN BY: KM

DATE: 07-02-2025

EXHIBIT L

Legal Description and Map – Sports Complex Property

[legal description to be provided after survey and prior to execution of Agreement]



N

LEGEND	
	PROPERTY BOUNDARY

1"=200'

200' 0 100' 200' 400'

OWN
Engineering beyond.™
811 E. Third Street
Joplin, MO 64801
417.782.7399
COA# 00062

WOODSONIA REAL ESTATE, INC.

SPORTS COMPLEX

LAND EXHIBIT

DAVIS BOULEVARD, JOPLIN, MO

DRAWN BY: KM

DATE: 02-19-2026

G:\Shared drives_01_Land Development Eng_Projects\JO1\2023\23JO10065 International Paper - Infrastructure and Mass Grading\010 Civil\CAD\Base Files\EXHIBITS\Parcel Exhibits\23JO10065_Sports Complex Land Acquisition_021926.dwg SPORTS COMPLEX LOT
Feb 19, 2026 - 11:22am Plotted by: kmiller_weareown