Exhibit “B”

COOPERATIVE AGREEMENT

among the

CITY OF JOPLIN, MISSOURI,

32nd STREET THEATRE COMMUNITY IMPROVEMENT DISTRICT,

32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT,

WOODSONIA JOPLIN, LLC,

and

32nd STREET ENTERTAINMENT, LLC

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EXHIBITS

A. Legal Description and Map – District Area

B. Form of Certificate of Completion

C. Form of Certificate of CID Reimbursable Project Costs

D. CID Project Budget

E. Legal Description and Map – Public Improvements Property

F. Map of CID Boundaries

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), entered into as of this ____ day _____, 2023, among the CITY OF JOPLIN, MISSOURI, a constitutional charter city and a political subdivision of the State of Missouri (the "City"), the 32nd STREET THEATRE COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision (the "District"), the 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT (the "Original District"), WOODSONIA JOPLIN, LLC, a Nebraska limited liability company ("Woodsonia"), 32ND STREET ENTERTAINMENT, LLC, a Nebraska limited liability company and an entity wholly owned by Woodsonia ("32nd Street Entertainment") (Woodsonia and 32nd Street Entertainment may be collectively or individually referred to as the "Developer" as the context may require) (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 April ___, 2023 the Petition for the Creation of the 32nd Street Theatre Community Improvement District (the "Petition") was filed with the City Clerk requesting that the City Council establish the District; and

WHEREAS, on May 15, 2023, the City Council held a public hearing to hear and consider information regarding the proposed District; and

WHEREAS, on May 15, 2023, the City Council adopted Ordinance No. 2023-_____ ("Ordinance"), 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 December 28, 2020, the City Council adopted Ordinance No. 2020-210, which approved the 32nd Street Place Tax Increment Financing Redevelopment Plan, established the redevelopment area, and selected the Developer to implement the projects included therein; on August 1, 2022, adopted Ordinance No. 2022-122 which approved the First Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan; and on May 15, 2023, adopted Ordinance No. 2023-_____ which approved the Second Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan (hereinafter collectively the "TIF Plan"); and

WHEREAS, the IDA issued the 2021 Bonds for the construction of public improvements and the acquisition of certain property as more specifically described in Original District Cooperative Agreement; and

WHEREAS, the City, District, the Original District, and the Developer desire to utilize the CID Sales Tax Revenue generated by the District to fund certain public improvements, including the construction of a public parking lot, and to be reimbursed for costs associated with the construction of the necessary public improvements from the CID Sales Tax Revenue and to fund the acquisition of property necessary for the construction of the Public Improvements from the proceeds of the Obligations issued by the Original District; and

WHEREAS, the City and the District anticipate that no portion of the CID Sales Tax will be captured by the TIF Plan to allow all of the CID Sales Tax Revenue to be available to pay Operating Costs and CID Reimbursable Project Costs in accordance with this Agreement; 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:

"2021 Bonds" means the Sales Tax Revenue Bonds (32nd Street Place Community Improvement District Project), Series 2021, in the original principal amount of $15,925,000, issued by the IDA, which are payable solely by sales tax revenue of the Original District as described in the Trust Indenture dated of February 15, 2021, between the IDA and UMB Bank, N.A. ("Bond Trustee"), and related 2021 Bond documents.

"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.

"Authorized City Representative" means the Mayor, City Manager, Assistant City Manager or City Clerk or such other person or persons from time to time designated by the City Council as the person or persons authorized to act on behalf of the City under this Agreement.

"Authorized District Representative" means the Executive Director or the individual or entity duly appointed by the District to act as its agent in connection with the administration and operation of the District Revenues.

"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 Revenue Account” means the account as further described in **Section 3.3.B.**

"CID Project" means funding for the acquisition of the Public Improvements Property and the construction of the Public Improvements, as applicable 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.

"CID Reimbursable Project Costs" means 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, 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, 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 of the CID Project; and

(2) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition or disposal of property, construction, improvement, maintenance, and financing of the CID Project and which may lawfully be paid or incurred under the CID Act.

"CID Sales Tax" means a 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 a 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, and (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.

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

“City Funds” means the cash contribution from the City in the amount of One Million Eight Hundred Forty Thousand Dollars ($1,840,000), plus interest, to assist in the funding of the acquisition of the Public Improvements Property by the Original District and the construction of the Public Improvements.

“Development and Easement Agreement” means the Parking Lot Development and Easement Agreement in substantially the form attached hereto as **Exhibit L** among the Original

District, the District, and the Developer pursuant to which the Original District will grant to the Developer certain use and access rights regarding the Public Improvements Property and the CID Project and the Developer will agree to use the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements subject to conditions and restrictions set forth in the Development and Easement Agreement and to pay for all costs and expenses related to the operation and maintenance of the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements.

"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, 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 Costs" means those costs incurred as a result of private loans, notes, or other financing obtained by the City of 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.

"Movie Theater Side Letter Agreement" means the Side Letter Agreement for the Implementation of Redevelopment Project 4 Under the TIF Plan dated _____, 2023, among the District, the City, and the Developer.

"Obligations" means any loans, bonds, additional bonds, debentures, notes, special certificates, or other evidences of loans or indebtedness issued by the District (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.

"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.

"Original District Cooperative Agreement" means the Amended and Restated Cooperative Agreement dated as of the Effective Date among the City, the Original District, and the Developer.

"Public Improvements" means: (a) the public parking lot to be constructed within the District Area; (b) landscaping constructed within the District Area; (c) utility relocations or extensions, medians, turn lanes, or other improvements within the District Area and the public right-of-way or other property owned and or to be controlled by the City or District as may be required by the City in connection with the Public Improvements; and (d) such other improvements that may be acquired and constructed in accordance with this Agreement and the CID Act as part of CID Project. The location of the Public Improvements are shown on the attached **Exhibit H**.

"Public Improvements Property" means the land within the District Area necessary for the Public Improvements as legally described and shown on the attached **Exhibit H** and to be acquired by the Original District pursuant to the Purchase and Sale Agreement.

"Purchase and Sale Agreement" means the separate Purchase and Sale Agreement between the Developer and the Original District pursuant to which the Developer shall sell and the Original District shall purchase the Public Improvements Property. The Original District's sole sources of funds to acquire the Public Improvements Property shall be from available proceeds of the 2021 Bonds and from the City Funds.

"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, and to be executed contemporaneously with the execution of this Agreement.

"TIF Plan" means the 32nd Street Place Tax Increment Financing Plan and Projects approved by the City pursuant to the TIF Act, as may be amended from time to time.

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.

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.

Section 2.3. Representations by the Original District.

The Original District represents that:

A. The Original 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 Original 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 Original 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 Original 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 Original 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 Original 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 Original District under the terms of any instrument or agreements to which the Original District is a party.

D. There is no litigation or proceeding pending or threatened against the Original District affecting the right of the Original District to execute or deliver this Agreement or the ability of the Original District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. The Original District estimates that within the Project Fund account maintained by the Bond Trustee as required for the 2021 Bonds there is an amount of funds available for the Original District to pay a portion of the amounts stated in the Purchase and Sale Agreement for the acquisition of the Public Improvements Property and for a portion of the construction of the Public Improvements in accordance with, and subject to, the 2021 Bond documents and the Original District Cooperative Agreement.

Section 2.4. 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.

ARTICLE 3: COLLECTION OF FUNDS

Section 3.1. Imposition of the CID Sales Tax.

The Board of Directors adopted Resolution No. 2023-0_ dated _____ __, 2023, which, subject to qualified voter approval, imposed the CID Sales Tax. The CID Sales Tax is expected to become effective on _____. The CID Sales Tax shall be collected by the DOR as provided in the CID Act. The District shall notify the DOR of the CID Sales Tax and direct the DOR to deposit the CID Sales Tax Revenue for the account of the District with the City. The City 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 may reimburse the City for approved CID Reimbursable Project Costs on a pay as you go basis.

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 maintained by the City.

B. The City. The City 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. The City shall deposit all proceeds of the CID Sales Tax that may lawfully be collected by the District into the CID Revenue Account.

The City 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 District and Developer 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 City shall provide such records in the District's possession to the District 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 City 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. 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.

C. The District. 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 the manner prescribed by Applicable Laws and Requirements.

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 Revenue Account.

B. 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 City, who may seek reimbursement of same as a CID Reimbursable Project Cost in accordance with this Agreement.

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 City for CID Reimbursable Project Costs on a pay as you go basis. 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.

A. Pay As You Go. With respect to CID Sales Tax Revenue, the CID Project may be funded on a pay as you go basis and the City 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. Pursuant to the TIF Act and the TIF Plan, one-half (1/2) of the CID Sales Tax Revenue received by the District from DOR as provided in this Agreement will be – subject to the consent of the Board of Directors – captured as Economic Activity Taxes, transferred to the City by the District, deposited by the City into the Special Allocation Fund, and distributed to the City for repayment of its advanced of expenses reimbursable under the TIF Act and TIF Plan as more specifically described in the Movie Theatre Side Letter Agreement.

2. 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.

3. Payment of the City's portion of the CID Reimbursable Project Costs and related Financing Costs.

4. Payment of all other CID Reimbursable Project Costs and related Financing Costs 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 and the City has not been reimbursed for its portion of the CID Reimbursable Project Costs.

Section 3.6 Reserved.

Section 3.7. Repeal or Decrease 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 date of the Ordinance, 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, and (ii) all CID Reimbursable Project Costs and related Financing Costs have been reimbursed, the District may implement the procedures in the CID Act for repeal or decrease of the CID Sales Tax. Should the District determine to decrease the CID Sales Tax, said revenues generated by the CID Sales Tax shall be solely utilized to pay for the District's Operating Cost. 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

A. Woodsonia owns the Public Improvements Property. Woodsonia shall sell the Public Improvements Property to the Original District and the Original District shall purchase the Public Improvements Property from Woodsonia pursuant to the terms and conditions of the Purchase and Sale Agreement. The Original District's sole sources of funds to acquire the Public Improvements Property are: (a) available proceeds from the 2021 Bonds; and (b) the City Funds. The remaining property within the District Area that is not part of the Public Improvements Property will be owned by 32nd Street Entertainment and developed, operated, and maintained as provided in the Original District Cooperative Agreement and other agreements between 32nd Street Entertainment and B&B Theatres Operating Company, Inc. and such movie theater improvements are not included within the CID Project.

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 the Original District Cooperative Agreement. The City and District's primary role is to fund and/or assist in the funding of the CID Project. The CID Project shall be carried out by or at the direction of Developer or the City, subject to Applicable Laws and Requirements; the District and City shall have no obligation to design and construct the CID Project. 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. If the Developer fails to complete the Public Improvements by the date(s) set forth in the Movie Theater Side Letter Agreement concerning, under the terms of such agreement, City and the District shall have the right to send a notice to Developer of such default and the requirement to cure the default within 30 days, or if it is not practical to cure such default within 30 days, such time period granted by the non-defaulting party. If Developer fails to cure such default, then:

1. The City or the District shall have the option to complete the Public Improvements, or such portion of the Public Improvements that remain uncompleted in accordance with this Agreement; provided that the Developer's rights and obligations are assigned to and assumed by the City or the District as provided in **Section 7.11** of this Agreement. If the City or the District chooses to exercise such option, the City or the District shall be reimbursed for its costs incurred in completing such Public Improvements as if it were the Developer as outlined in **Section 4.4** below.

C. 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 public improvements as part of the CID Project. The Developer shall adhere to the procedures for implementing the District's sales tax exemption certificate as provided in the Construction Management Agreement. The Parties anticipate that the Original District will provide its sales tax exemption certificate to the Developer for the CID Project.

Section 4.3. Financing the CID Project.

A. The City shall pay and make the City Funds available to the Original District and to the Developer to pay for the acquisition of the Public Improvements Property and the construction of the CID Project as provided in this Agreement, the Movie Theater Side Letter Agreement, and the Original District Cooperative Agreement.

B. CID Reimbursable Project Costs will be certified as set forth in **Section 4.4** and allocated as eligible for reimbursement by the District and City and will be reimbursed from the CID Revenue Account or as otherwise provided by this Agreement. Once a Reimbursable CID Project Cost is certified and reimbursed from the CID Revenue Account, it may not be reimbursed again or from CID Sales Tax Revenue.

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

A. 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. 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.

1. 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.

2. 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 Newton County, Missouri.

B. The City shall submit their requests 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. The City and the 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. The City 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. 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. Upon the reimbursement of the City for its portion of the CID Reimbursable Project Cost, the Developer may submit to the City and the District for the approval of the City and the District, a Reimbursement Certificate for any Developer CID Reimbursable Project Costs pursuant to **Section 3.6(A)(3)** of this Agreement.

C. CID Reimbursable Project Costs incurred by the City and approved for reimbursement under this Agreement shall accrue financing costs at the rate of five percent (5%) per annum.

Section 4.5. Ownership and Maintenance of CID Project; Access Easements.

Subject to this Agreement and the Original District Cooperative Agreement, the Original District will acquire title to the Public Improvements Property within the District Area.

A. The Original District will own title to the Public Improvements Property during construction of the CID Project and until the 2021 Bonds, or any refinancing of the 2021 Bonds, are paid in full, at which time title to the Public Improvements Property will be conveyed to the Developer (or affiliate) as provided in the Original District Cooperative Agreement.

B. . Maintenance and operation of the CID Project shall be as provided in the Development and Easement Agreement and neither the District, the Original District, nor the City shall have any obligation for the operation or maintenance of the CID Project.

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 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 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 Operators, Tenants and Transferees.

A. Developer shall use its reasonable best efforts to cause all leases or management/operating agreements 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 or Operator acknowledges and consents that (i) all or a portion of the leased or managed premises are located within the boundaries of the 32nd Street Theatre 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 or Operator's sales activities occur within the District Area, upon request of the City, Tenant or Operator shall forward to the City copies of Tenant's or Operator'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 or Operator 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 of 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 A 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 Reimbursable Project Cost 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. In no event shall any budget provide funding for services or maintenance within the District Area. 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 90 days 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 District 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 Original District shall be addressed to:

32nd Street Place Community Improvement District
Attn: Gil Stevens, Chairman
c/o Keller Williams Realty of Southwest Missouri
619 Florida Avenue
Joplin, MO 64801

With a copy to:

Rouse Frets White Goss Gentile Rhodes, P.C.
Attn: Brian E. Engel
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111

Any notice to City or the District 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:

Woodsonia Joplin, LLC
32nd Street Entertainment, LLC
Attn: 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

With a copy to:

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

Rouse Frets White Goss Gentile Rhodes, P.C.
Attn: William B. Moore
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111

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, the Original District, or the District, or of any successor thereto, as such, either directly or through the City, Developer, the Original District, 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.

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 Newton County Circuit Court.

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 and Original District Approvals.

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

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, the Original District, and the District, which consent shall be given if the City, the Original District, and the District determine that the proposed transferee has all of the qualifications and financial responsibility, as reasonably determined by the City, the Original District, 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, the Original District, and the District, enter into an agreement with the City, the Original District, 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 32nd Street Entertainment or other 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, the Original District's or the District'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, the Original 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 Newton County, in Neosho, Missouri.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Developer, the Original District, 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 2023, 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 _____

, 2023.

_____

Notary Public

My Commission Expires:

DEVELOPER:

WOODSONIA JOPLIN, LLC

By:_____

Name:_____

Title:_____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this _____ day of _____in the year 2023 before me, a Notary Public in and for said state, personally appeared _____, of Woodsonia Joplin, 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 _____, 2023.

_____

Notary Public

My Commission Expires:

Developer:

32ND STREET ENTERTAINMENT, LLC

By:_____

Name:_____

Title:_____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this _____ day of _____in the year 2023 before me, a Notary Public in and for said state, personally appeared _____, of 32ND Street Entertainment, 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 _____, 2023.

_____

Notary Public

My Commission Expires:

Original District: 32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name:Giltner B. Stevens, Chairman

ATTEST:

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this ___ day of_____, in the year 2023, before me, a Notary Public in and for said state, personally appeared Giltner B. Stevens, the Chairman of the 32nd Street Theatre Community Improvement District, known to me to be the person who executed the within Cooperative Agreement on behalf of the 32nd Street Place 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_____, 2023.

_____

Notary Public

My Commission Expires:

District: 32nd STREET THEATRE COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name:_____, Chairman

ATTEST:

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this ___ day of_____, in the year 2023, before me, a Notary Public in and for said state, personally appeared _____, the Chairman of the 32nd Street Place Community Improvement District, known to me to be the person who executed the within Cooperative Agreement on behalf of the 32nd Street Theatre 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_____, 2023.

_____

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION AND MAP – DISTRICT AREA

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 1668.63 FEET; THENCE SOUTH 01°30'26" WEST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (32ND STREET), AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°29'34" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 228.35 FEET; THENCE SOUTH 85°37'49" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 200.25 FEET; THENCE SOUTH 88°29'34" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 77.67 FEET; THENCE SOUTH 01°34'12" EAST, A DISTANCE OF 557.17 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 472.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF NORTH 05°58'55" WEST, A RADIUS OF 546.50 FEET, FOR AN ARC DISTANCE OF 133.05 FEET; THENCE NORTH 12°57'24" WEST, A DISTANCE OF 96.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF NORTH 05°39'52" WST, A RADIUS OF 453.50 FEET, FOR AN ARC DISTANCE OF 115.44 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 198.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF NORTH 38°45'07" EAST, A RADIUS OF 30.00 FEET, FOR AN ARC DISTANCE OF 38.88 FEET TO THE **POINT OF BEGINNING**. CONTAINING 287,789.28 SQ. FEET (6.61 ACRES).

MAP OF DISTRICT AREA ON NEXT PAGE

EXHIBIT B

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

To: Chairman, 32nd Street Theatre Community Improvement District

City Manager, City of Joplin, Missouri

Copy: Director of Finance, City of Joplin, Missouri

Re: Completion of 32nd Street Theatre CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2023 (the "Agreement") between the City of Joplin, the 32nd Street Theatre *Community Improvement District, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC, and 32nd Street Entertainment, LLC (individually or collectively, "Developer"). 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 Woodsonia Joplin, LLC

EXHIBIT C

FORM OF CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

To: Chairman, 32nd Street Theatre Community Improvement District

Copy: Director of Finance, City of Joplin, Missouri

Re: Certification of 32nd Street Theatre CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2023 (the "Agreement") between the City of Joplin, the 32nd Street Theatre *Community Improvement District, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC and 32nd Street Entertainment, LLC (individually or collectively, "Developer"). 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_____:

32nd Street Theatre COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

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

CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

EXHIBIT D

CID BUDGET (from the Petition)

EXHIBIT E

Legal Description and Map – Public Improvements Property

EXHIBIT F

Map of CID Boundaries