AMENDED AND RESTATED COOPERATIVE AGREEMENT

among the

CITY OF JOPLIN, MISSOURI,

32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT,

and

WOODSONIA JOPLIN, LLC

Table of Contents

Page

ARTICLE 1:	DEFINITIONS, RECITALS AND EXHIBITS	8
Section 1.1	Recitals and Exhibits; Nature of Agreement	8
Section 1.2.	Definitions	8
ARTICLE 2:	REPRESENTATIONS	16
Section 2.1.	Representations by the District	16
Section 2.2.	Representations by the City	17
Section 2.3.	Representations by Developer	17
ARTICLE 3:	COLLECTION OF FUNDS	18
Section 3.1.	Imposition of the CID Sales Tax	18
Section 3.2.	Administration and Collection of the CID Sales Tax	19
Section 3.3.	District Operating Costs	20
Section 3.4.	Enforcement of the CID Sales Tax	20
Section 3.5.	Distribution of the CID Sales Tax Revenue	21
Section 3.7.	Repeal of the CID Sales Tax and Termination of the District	22
ARTICLE 4:	FINANCING CID PROJECT	22
Section 4.1.	Acquisition of Land	22
Section 4.2.	Design and Construction of CID Project	23
Section 4.3.	Financing the CID Project	25
Section 4.4.	Reimbursement of CID Sales Tax Revenue Certificate of Completion and CID Reimbursable Project Costs	26
Section 4.5.	Ownership and Maintenance of CID Project; Access Easements	28
Section 4.6	New CID Projects	32
Section 4.7.	District Eligible Services	32
Section 4.8	Addition of Property to and Removal of Property from District	32
ARTICLE 5:	SPECIAL COVENANTS	33
Section 5.1.	Records of the District	33
Section 5.2.	Records of the City	33
Section 5.3.	Notice to and Consent by Transferees	33
Section 5.4.	Developer's Obligations to the City under Bond or Surety	34
Section 5.5.	Annual Budget	34
Section 5.6.	Board of Directors	35
ARTICLE 6:	DEFAULTS AND REMEDIES	35
Section 6.1.	Events of Default	35
Section 6.2.	Remedies on Default	35
Section 6.3.	Rights and Remedies Cumulative	35
Section 6.4.	Waiver of Breach	36
Section 6.5.	Excusable Delays	36
ARTICLE 7:	MISCELLANEOUS	36
Section 7.1.	Effective Date and Term	36
Section 7.2.	Notice	36
Section 7.3.	Immunities	38
Section 7.4.	Modification	38

Section 7.5. Applicable Law....39
Section 7.6. Validity and Severability....39
Section 7.7. Execution of Counterparts....39
Section 7.8. City Approvals....39
Section 7.9. District Approvals....39
Section 7.10. Developer Approvals....39
Section 7.11. Successors and Assigns....39
32. Assignment of Developer's Obligations....40
Section 7.12. Recording of Agreement....41
Section 7.13. MoDOT Agreement....41
Section 7.14. No Conflict with Series 2021 Bonds....40
Section 7.15. Full Force and Effect....40

EXHIBITS

A. Legal Description and Map – District Area (revised)

B. Form of Certificate of Completion

C. Form of Certificate of CID Reimbursable Project Costs

D. Sales Tax Reporting Form

E-1. CID Five-Year Budget

E-2. CID Project Budget (to be paid from the Obligations) (revised)

F. Legal Description and Map – Annexed Property (intentionally omitted)

G-1. Legal Description and Map – Property to be Deannexed (intentionally omitted)

G-2. Legal Description and Map – Annexed Property (intentionally omitted)

H. Legal Description and Map – Public Improvements Property (revised)

I. Map of CID Revenue Areas A and B

J. Form of Construction Management Agreement (executed copy on file with District)

K-1. Legal Description and Map – Movie Theater Project

K-2. Legal Description and Map – Movie Theater Building Property

K-3. Legal Description and Map – Movie Theater Parking Lot Property

K-4. Legal Description and Map – Hotel Property

L. Form of Development and Easement Agreement for Movie Theater Parking Lot

AMENDED AND RESTATED COOPERATIVE AGREEMENT

THIS AMENDED AND RESTATED COOPERATIVE AGREEMENT (this "Agreement"), entered into as of this _____ day of _____, 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 PLACE COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision (the "District") and WOODSONIA JOPLIN, 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). This Agreement amends, restates, and replaces in its entirety that certain Cooperative Agreement dated December 30, 2020 among the Parties (the "Original Agreement"), as amended by the First Amendment to Cooperative Agreement dated April 26 2022 among the Parties (the "First Amendment"), and includes further amendments to reflect Project updates. This Agreement incorporates all prior and current amendments and shall be referred to collectively, as amended and restated, as the "Cooperative Agreement" or the "Agreement".

RECITALS

WHEREAS, on June 30, 2020, the Petition for the Creation of the 32ND Street Place Community Improvement District (the "Petition") was filed with the City Clerk requesting that the City Council establish the District; and

WHEREAS, on July 20, 2020, the City Council held a public hearing to hear and consider information regarding the proposed District; and

WHEREAS, on August 3, 2020, the City Council adopted Ordinance No. 2020-113, pursuant to which the City approved the Petition to establish the District and found the area described in the Petition to be a blighted area, and established the District for the purposes set forth in the Petition, as the boundaries of the District were subsequently amended by:

- on December 7, 2020, the City Council adopted Ordinance No. 2020-193, pursuant to which the City approved the addition of certain property to the District as described therein; and

- on December 21, 2020, the City Council adopted Ordinance No. 2020-205, pursuant to which the City approved the removal of certain property from the District as described therein; and

- on January 19, 2021, the City Council adopted Ordinance No. 2021-012, pursuant to which the City approved the addition of certain property to the District as described therein; and.

- on December 6, 2021, the City Council adopted Ordinance No. 2021-177, pursuant to which the City approved the addition of certain property to the District as described therein. The property currently within the District is legally described and shown on **Exhibit A** attached hereto and incorporated herein by reference (the "District Area"); 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 Plan and Projects ("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, 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 December 28, 2020, the City Council adopted Ordinance No. 2020-211, which approved the original Cooperative Agreement dated December 30, 2020, among the District, the City, and the Developer, as may be amended from time to time, for the purpose of establishing the rights and obligations of the Parties 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 of the District; and

WHEREAS, the Parties agree and acknowledge that the approved TIF Plan is anchored by a proposed Menards store; and

WHEREAS, in order to terminate all private access easements rights associated with the existing Hammons Boulevard, the District will acquire the Public Improvements Property and the City will acquire the Escrowed Hammons Boulevard Property, which, upon acquisition by the District and the City, will terminate all private access easement rights and provide all benefitting properties access to a public right-of-way; and

WHEREAS, the CID Sales Tax became effective on January 1, 2021; and

WHEREAS, on January 15, 2021, the District and the Developer entered in the Construction Management Agreement as contemplated in the Cooperative Agreement; and

WHEREAS, the Industrial Development Authority of the City of Joplin, Missouri (the "IDA"), with the approval of the City, issued on March 1, 2021, its Sales Tax Revenue Bonds (32nd Street Place Community Improvement District Project), Series 2021, in the original principal amount of $15,925,000 (the "2021 Bonds"), the proceeds of which will be used to fund CID Reimbursable Project Costs; and

WHEREAS, no portion of the CID Sales Tax generated in CID Revenue Area A will be captured by the TIF Plan to allow all of the CID Sales Tax Revenue to be available to pay debt service on the Obligations, Operating Costs, and CID Reimbursable Project Costs in accordance with this Agreement; and

WHEREAS, the District has agreed to, subject to annual appropriation, transfer, or direct the transfer, to the Trustee, 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, on March 12, 2021, the District acquired the Public Improvements Property (as then defined) and the City acquired the Escrowed Hammons Boulevard Property; and

WHEREAS, pursuant to the Construction Management Agreement, the Cooperative Agreement, and the CID Act, the District entered into the following construction contracts for the construction of the Hammons Boulevard Improvements and the Detention Area Improvements:

- Contract dated March 23, 2021, between the District and Jeff Asbell Excavating & Trucking, Inc., as amended by Change Order #1 dated on or about July 29, 2021; and

- Contract dated April 26, 2021, between the District and Emery Sapp & Sons, Inc., as amended by Change Order #1 dated on or about May 13, 2021, Change Order #2 dated on or about March 17, 2022, and Change Orders #3 and #4 dated on or about December 16, 2022; and

WHEREAS, the BKD Relocation, the Detention Area Improvements (as to Tracts A and B), and the Hammons Boulevard Improvements are complete, as evidenced by the Certificate of Completion dated March 8, 2022, executed by the Parties; and

WHEREAS, on April 4, 2022, the City Council adopted Ordinance No. 2022-048, which approved the First Amendment; and

WHEREAS, the District conveyed fee title to the Hammons Boulevard Improvements and underlying property to the City by the Missouri Special Warranty Deed dated May 26, 2022, and recorded on June 7, 2022, in the Office of the Recorder of Deeds for Newton County, Missouri as Instrument No. 202204621, in Book 371, at Page 4578, and the City conveyed fee title to the Escrowed Hammons Boulevard Property to Menard, Inc. ("Menard") by the Missouri Special Warranty Deed dated _____, 2022, and recorded on _____, 2022, in the Office of the Recorder of Deeds for Newton County, Missouri as Instrument No. 2022_____, in Book _____, at Page _____; and

WHEREAS, the Parties anticipate that there will be available proceeds from the 2021 Bonds after the Traffic Signal Improvements, the 32nd Street Improvements, and the 36th Street Improvements are complete to fund in whole or in part: (i) the acquisition of property and the design and construction of parking lot improvements for a planned movie theater within the District; and (ii) demolition of a vacant hotel to facilitate the development of two new hotels by the Hotel Developer pursuant to a separate agreement among the City, the Developer, and the Hotel Developer; and

WHEREAS, the Developer will construct the Movie Theater Project on property within the District at the southwest corner of the intersection of Hammons Boulevard and 32nd Street and as legally described on the attached **Exhibit K-1** (the "Movie Theater Property"); and

WHEREAS, the Developer desires to construct and own the Movie Theater Building to be operated and managed by B&B Movie Theatres, subject to a management agreement and other agreements between the Developer and B&B Movie Theatres; and

WHEREAS, to facilitate construction of the Movie Theater Project, the District intends to: (i) acquire that portion of the Movie Theater Property necessary for construction of the Movie Theater Parking Lot on the Movie Theater Parking Lot Property pursuant to a separate Purchase and Agreement; and (ii) own the Movie Theater Parking Lot Property, until the 2021 Bonds are paid in full; and

WHEREAS, the costs related to the Movie Theater Parking Lot Improvements are anticipated to be funded with available proceeds of the 2021 Bonds and available District Sales Tax revenues generated in Revenue Area B; and

WHEREAS, the City will cause the demolition of the Hotel on property within the District between Interstate 44 on the south and Hammons Boulevard on the north and as legally described on the attached **Exhibit K-4** (the "Hotel Property"); 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; Nature of Agreement.

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.

The Parties hereby understand and agree that this Agreement shall be deemed to fully amend, restate, and supersede the Original Agreement and the terms and conditions set forth herein shall be deemed to govern and control the rights, duties and obligations of the Parties and the relationship among District, the City, and the Developer from and after the Effective Date hereof.

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 on March 1, 2021 to fund the Public Improvements, the Hotel Demolition Project, and the BKD Relocation in accordance with this Agreement and the Financing Documents and as shown in **Exhibit E-2**, and as may be refinanced in accordance with the 2021 Bond documents

"32nd Street Improvements" means the public road improvements to 32nd Street and its intersection with Rangeline Road as may be required by the City or MoDOT that are within the District and existing or to be acquired public right-of-way. A portion of the 32nd Street Improvements on the south side of 32nd Street is currently within the District and the additional planned 32nd Street Improvements have been added to the District upon the addition of the Annexed Property to the District.

"36th Street Improvements" means the public road improvements to 36th Street and its intersection with Rangeline Road as may be required by the City or MoDOT that are within the District and existing or to be acquired public right-of-way.

"Access Easements" means the existing easements granting to certain property owners along Hammons Boulevard access to Hammons Boulevard.

"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.

"Annexed Property" means the property added to the District Area in accordance with the CID Act to facilitate the Public Improvements as referenced in the Recitals and legally described in **Exhibit A**.

"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.

"B&B Movie Theatres" means B&B Theatres Operating Company, Inc., a Missouri corporation, and its successors and assigns.

"BKD Relocation" means the renovation, reconstruction, and rehabilitation of the vacant office building located at 3129 Hammons Boulevard within the District Area to facilitate the relocation of the BKD accounting from its current office location at 3230 Hammons Boulevard. At the time that the Developer commences the CID Project, the Developer will be the owner of the building at 3129 Hammons Boulevard and this Agreement shall satisfy the private property owner contract requirement in Section 67.1461.2(1), RSMo.

"Board of Directors" means the governing body of the District.

"Carved-Out Tract" means that tract intentionally carved out from the District at its formation and is the location of the lot identified for the proposed Menards store. Subject to the requirements of the CID Act, it is anticipated that the Carved-Out Tract will be adjusted to accommodate potential site plan changes for the proposed Menards store and any such adjustments are further anticipated to be included within the definition of the Property to be Deannexed.

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

"CID Operating Account" means the account as further described in **Section 3.3.B.** to be created by the Trustee 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 of the Public Improvements Property, the construction and maintenance of the Public Improvements, as applicable, the BKD Relocation, the Hotel Demolition Project, 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 Bond Project Costs" means that portion of the CID Project as described in **Exhibit E-2** attached hereto to be funded solely 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 Public Improvements 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, 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) 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 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, 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 and maintenance 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 Revenue Account" means the master trust fund established by the District to be known as the "The 32ND Street Place 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 and pay Operating Costs and CID Reimbursable Project Costs in accordance with this Agreement. The District, through its accountant, shall transfer CID Sales Tax Revenue generated in CID Revenue Area A to the Trustee for payment of debt service on the Obligations as provided in this Agreement and the Financing Documents. CID Sales Tax Revenue generated in CID Revenue Area B shall be available for payment of CID Reimbursable Project Costs as provided in this Agreement.

"CID Revenue Area A" means that portion of the District Area as shown in the attached **Exhibit I**. The District will pledge CID Sales Tax Revenue generated within CID Revenue Area A to pay debt service on the Obligations, except the amount set aside to pay Operating Costs as provided in **Section 3.3**. The Parties acknowledge that CID Revenue Area A is **not** within any Redevelopment Project Area under the TIF Plan and, therefore, that CID Sales Tax Revenue generated within CID Revenue Area A is not subject to capture as an economic activity tax under the TIF Plan.

"CID Revenue Area B" means that portion of the District Area as shown in the attached **Exhibit I**. CID Sales Tax Revenue generated within CID Revenue Area B will **not** be pledged to pay debt service on the Obligations and instead will be available to pay CID Reimbursable Project Costs and, to the extent that the amount set aside to pay Operating Costs in **Section 3.3** is insufficient, Operating Costs, as provided in this Agreement. The Parties acknowledge that the proposed Menards store property is not in the District Area and, therefore, that no CID Sales Tax Revenue will be generated from the Menards store property once the Menards store (or any other retail business on that property) is open for business.

"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, (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.

"City CID" means the 32nd Street Theatre Community Improvement District established by Ordinance No. _____ adopted by the City Council on _____, 2023. The City CID encompasses the Movie Theater Property and was formed for the purpose of funding City CID operations and reimbursing the amount of the City Funds (plus any applicable interest) to the City with City CID Sales Tax Revenue as provided in the City CID Cooperative Agreement.

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

"City CID Sales Tax" means a sales tax levied by the City CID 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%).

"City CID Sales Tax Revenue" means the monies actually collected, pursuant to the CID Act, from the imposition of a City 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 City CID which is the subject of a suit or other claim communicated to the City CID which suit or claim challenges the collection of such sum, and (d) any amount captured as an economic activity tax under the TIF Plan.

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

"City Funds" means the cash contribution from the City in the amount of $1,840,000, plus interest, to assist in the funding of the acquisition of the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements.

"Construction Management Agreement" means the Development and Construction Management Services and License Agreement dated January 15, 2021, between the District and the Developer pursuant to which the Developer will construct the CID Project, as such agreement may be amended.

"Detention Area Improvements" means the three (3) regional stormwater detention basins to be located on Tracts A, B, and C as shown on **Exhibit H**; provided, however, that only the construction of the Detention Area Improvements to be located on Tract A and Tract B shall be part of the CID Project. The Detention Area Improvements to be located on Tract C are future improvements pending development of the property adjacent to Tract C and are not to be constructed as part of the CID Project.

"Developer Reimbursement Agreement" means the Developer Reimbursement Agreement dated as of August 13, 2020, pursuant to which the District agreed to reimburse the Developer for certain costs advanced by the Developer related to the formation and operation of the District.

"Development and Easement Agreement" means the Parking Lot Development and Easement Agreement in substantially the form attached hereto as **Exhibit L** among the District, the Developer, and the City CID pursuant to which the District will grant to the Developer certain use and access rights regarding the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements and the Developer and B&B Movie Theatres 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**, which includes the Annexed Property. The District Area and **Exhibit A** will be automatically amended to include property that is dedicated as public right-of-way to the City or MoDOT as contemplated in the Second Amended Annexation Petition approved by the City for the addition of the Annexed Property.

"DOR" or "Department of Revenue" means the Missouri Department of Revenue.

"Escrow Deed" means the special warranty deed to be executed by the City upon its acquisition of the Escrowed Hammons Boulevard Property and placed in escrow with First American Title Insurance Company pending completion of the Hammons Boulevard Improvements. At such time, as the Hammons Boulevard Improvements are complete as provided in this Agreement, the Escrow Deed shall be recorded in the Office of the Recorder of Deeds for Newton County, Missouri, conveying the Escrowed Hammons Boulevard Property to Menard.

"Escrowed Hammons Boulevard" means that portion of the existing Hammons Boulevard to be demolished and replaced with the improved and re-aligned Hammons Boulevard, which consists of that portion of the existing Hammons Boulevard located from the north line of Tract B to 32nd Street as shown on **Exhibit H**.

"Escrowed Hammons Boulevard Property" means the property upon which the Escrowed Hammons Boulevard is situated and which will be conveyed by the Developer to the City and by the City to Menard as provided in this Agreement.

"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 Agreement" means the Financing Agreement dated as of February 15, 2021 between the IDA and the District.

"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, 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.

"First Amendment" means the First Amendment to Cooperative Agreement dated April 26, 2022, and approved by the City by Ordinance No. 2022-048 dated April 4, 2022.

"Hammons Boulevard Improvements" means the construction and re-alignment of Hammons Boulevard and related improvements within the District Area as part of the CID Project. Upon completion of the Hammons Boulevard Improvements, the Hammons Boulevard Improvements will be dedicated to the City in accordance with this Agreement.

"Hotel" means the vacant Holiday Inn hotel located on the Hotel Property.

"Hotel Demolition Project" means the demolition of the Hotel for the purpose of clearing the Hotel Property to facilitate development of two new hotels by the Hotel Developer.

"Hotel Developer" means HDDA-Joplin, LLC, a Missouri limited liability company.

"Hotel Property" means the property owned by the Hotel Developer and legally described on the attached **Exhibit K-4**.

"Hotel Side Letter Agreement" means the Side Letter Agreement for the Implementation of Redevelopment Project 5 Under the TIF Plan dated _____, 2023, among the Hotel Developer, the Developer, the District, and the City.

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

"MoDOT" means the Missouri Department of Transportation and/or the Missouri Highways and Transportation Commission, as applicable.

"Movie Theater Building" means the movie theater building to include an eight (8)-screen movie theater, a bar/restaurant, an arcade/family entertainment facility, and related improvements.

"Movie Theater Building Property" means the property legally described on the attached **Exhibit K-2** upon which the Movie Theater Building will be constructed.

"Movie Theater Parking Lot Improvements" means the public parking lot and related improvements adjacent to the Movie Theater Building.

"Movie Theater Parking Lot Property" means the property legally described on the attached **Exhibit K-3** upon which the Movie Theater Parking Lot Improvements will be constructed.

"Movie Theater Project" means the Movie Theater Building and the Movie Theater Parking Lot Improvements, collectively.

"Movie Theater Property" means the Movie Theater Building Property and the Movie Theater Parking Lot Property.

"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 City CID, the City, and the Developer.

"Obligations" means the 2021 Bonds and any loans, bonds, additional bonds, debentures, notes, special certificates, or other evidences of loans or indebtedness issued by 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** and District budgets 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.

"Property to be Deannexed" means the property legally described and shown on the map attached as **Exhibit G** to be removed from the District Area in accordance with the CID Act.

"Public Improvements" means: (a) the Hammons Boulevard Improvements; (b) the Detention Area Improvements; (b) the Traffic Signal Improvements; (c) the Detention Area Improvements; (d) utility relocations, medians, turn lanes, or other improvements within the District Area and the public right-of-way as may be required by the City or MoDOT in connection with the Public Improvements, including, without limitation, the 32nd Street Improvements and the 36th Street Improvements; (e) the Movie Theater Parking Lot Improvements; and (f) 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 and revised **Exhibit H** and to be acquired by the District pursuant to the Purchase and Sale Agreement; provided, however, that the Escrowed Hammons Boulevard Property, which will be conveyed by the Developer to the City in order to extinguish the existing Access Easements and for vacation by the City, shall not be part of the Public Improvements Property and that the location of the new traffic signal at the intersection of 32nd Street and the re-aligned Hammons Boulevard is within existing MoDOT right-of-way and will not be acquired by the District.

"Purchase and Sale Agreement" means, collectively, the one (1) or more separate Purchase and Sale Agreement(s) between the Developer and the District pursuant to which the Developer shall sell and the District shall purchase the land for the Public Improvements. The District's sole source of funds to acquire the Public Improvements will be available proceeds from the 2021 Bonds.

"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 dated December 31, 2020, among the Developer, the City, and Menard, Inc. pertaining to the TIF Plan, as may be amended.

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

"Traffic Signal Improvements" means the installation of a new traffic signal and related improvements at the intersection of 32nd Street and the re-aligned Hammons Boulevard, provided that all such improvements will be within the District Area.

"Trustee" means UMB Bank, N.A., or other banking institution named as successor trustee under the trust indenture and related documents for the Obligations issued to fund the CID Project.

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. 2020-03 dated August 13, 2020, which, subject to qualified voter approval, imposed the CID Sales Tax. The Newton County Clerk issued certified election results dated September 23, 2020, evidencing qualified voter approval of the CID Sales Tax. The CID Sales Tax is expected to become effective on January 1, 2021. 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. 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 under the Developer Reimbursement Agreement. 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 the Developer Reimbursement Agreement or 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.

The District has: (i) entered into all contracts 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. 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. Any CID Sales Tax Revenue generated in CID Revenue Area B and available in in the CID Revenue Account that are not needed for current expenditures may be invested by the Board of Directors pursuant to applicable laws relating to the investment of other District funds.

Each month that any Obligations are outstanding, the District, through its accountant, shall:

1. identify CID Sales Tax Revenue generated in CID Revenue Area A and disburse such funds as provided in this Agreement and the Financing Documents; and

2. identify CID Sales Tax Revenue generated in CID Revenue Area B and disburse such funds for disbursement as provided in this Agreement.

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, the state sales tax identification number of the new business (if then available or later at such time it is available), and whether the new business is to be located within CID Revenue Area A or CID Revenue Area B.

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 or from CID Sales Tax Revenue generated in CID Revenue Area B and available in the CID Revenue Account.

B. The CID Operating Account will be initially funded in the amount of $20,000 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 $20,000, the District may replenish the CID Operating Account up to $20,000 with available CID Sales Tax Revenue. If the District incurs extraordinary Operating Costs in excess of $20,000 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, 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 Developer for 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.

A. Obligations. The District shall, pursuant to the Financing Documents, provide for transfer to the Trustee of the CID Sales Tax Revenue generated in CID Revenue Area A and deposited each month into the CID Revenue Account, 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 Exhibit B to the trust indenture as part of the Financing Documents) prior to the payment of CID Bond Project Costs.

B. Pay As You Go. With respect to CID Sales Tax Revenue generated in CID Revenue Area B, and with respect to CID Sales Tax Revenue generated in CID Revenue Area A 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. Pursuant to the TIF Act and the TIF Plan, one-half (1/2) of the CID Sales Tax Revenue generated in CID Revenue Area B and received by the District from the DOR as provided in this Agreement will be captured as Economic Activity Taxes (to the extent that CID Revenue Area B overlaps with a Redevelopment Area(s) under the TIF Plan), transferred to the City by the District, and deposited by the City into the Special Allocation Fund, which amounts shall then be subject to distribution pursuant to the TIF Contract.

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 CID Reimbursable Project Costs and related Financing Costs with (i) CID Sales Tax Revenue generated in CID Revenue Area B, and (ii) if Obligations are not issued, CID Sales Tax Revenue generated in CID Revenue Area A, 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 Reserved.

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

Subject to limitations of the CID Act, upon (A) thirty (30) years from the date that the CID Sales Tax becomes effective, 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 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 for repeal of the CID Sales Tax and abolishment of 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

A. The Developer owns or shall acquire the Public Improvements Property and the Escrowed Hammons Boulevard Property. The Developer shall sell the Public Improvements Property to the District and the District shall purchase the Public Improvements Property from the Developer pursuant to the terms and conditions of the Purchase and Sale Agreement. The District's sole source of funds to acquire the Public Improvements Property are the proceeds of the Obligations; provided, however, that with respect to the District's acquisition of the Movie Theater Parking Lot Property the District's sole sources of funds to acquire such property are: (i) available proceeds from the 2021 Bonds in accordance with, and subject to, the Financing Agreements for the 2021 Bonds and this Agreement; and (ii) the City Funds. The issuance of the Obligations is a condition precedent, among others, under the Purchase and Sale Agreement that must occur before the District becomes obligated to acquire the Public Improvements Property. The Parties acknowledge that the issuance of the 2021 Bonds satisfies this condition precedent for the District's acquisition of the Movie Theater Parking Lot Property, subject to the availability of City Funds to cover any shortfall in the payment of the Purchase Price (as defined in the Purchase and Sale Agreement) from available proceeds of the 2021 Bonds for the District's acquisition of the Movie Theater Property.

B. The Parties acknowledge that the Developer will convey the Escrowed Hammons Boulevard Property to the City and that the Escrowed Hammons Boulevard will be demolished and replaced with a new and re-aligned section of Hammons Boulevard as shown on **Exhibit H**; provided, however, that the City is not accepting the Escrowed Hammons Boulevard Property as City right-of-way. Upon acquiring title to the Escrowed Hammons Boulevard Property, the City will execute and deliver the Escrow Deed to be held in escrow by First American Title Insurance Company pending completion of the Hammons Boulevard Improvements. If required by the title company, the City agrees to enter into an escrow agreement with the title company in a form mutually acceptable to the parties thereto pursuant to which the Escrow Deed shall be held in escrow consistent with the terms of this Agreement. Upon completion of the new Hammons Boulevard as provided in this Agreement, the City shall cause the Escrow Deed to be

recorded, which result in the Escrowed Hammons Boulevard Property being conveyed to Menard (or Affiliate). If City fails to cause the recording of the Escrow Deed within 30 days of substantial completion, subject to various punchlist items City may have, of the new and realigned section of Hammons Boulevard as contemplated in this Agreement, Menard may bring an action to compel the City to cause the Escrow Deed to be recorded and the costs incurred by Menard in undertaking such action shall be paid by City.

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 Construction Management Agreement. The District's primary role is to acquire the Public Improvements Property and 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 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 (excluding the Movie Theater Parking Lot Improvements) by the date(s) set forth in a separate side agreement concerning, among other things, Menard's self-help rights, then, under the terms of such separate side agreement, City and Menard 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. Any notice sent by City shall also be sent to Menard's in **Section 7.2**. If Developer fails to cure such default, then:

1. Menard or designated Affiliate, shall have the option to complete the Public Improvements (excluding the Movie Theater Parking Lot Improvements), or such portion of the Public Improvements (excluding the Movie Theater Parking Lot Improvements) that remain uncompleted in accordance with this Agreement; provided that the Developer's rights and obligations are assigned to, and assumed by, Menard, or designated Affiliate of Menard, Inc. as provided in **Section 7.11** of this Agreement. If Menard, or designated Affiliate of Menard, chooses to exercise such option, Menard, Inc. shall be reimbursed for its costs incurred in completing such Public Improvements (excluding the Movie Theater Parking Lot Improvements) as if it were the Developer as outlined in **Section 4.4** below. If Menard, or designated Affiliate of Menard, fails to complete the Public Improvements (excluding the Movie Theater Parking Lot Improvements) or opts not to complete the Public Improvements (excluding the Movie Theater Parking Lot Improvements), then

2. the City agrees to assume responsibility to complete the Public Improvements (excluding the Movie Theater Parking Lot Improvements) in accordance with this Agreement, provided that the City's sole source of funding shall be available proceeds from the 2021 Bonds. Should the City

assume responsibility due to a failure of Menard to complete such work after Menard has previously exercised its option above, City shall give Menard prior written notice and opportunity to cure its failure to complete the Public Improvements (excluding the Movie Theater Parking Lot Improvements).

C. If the Developer fails to complete the Movie Theater Parking Lot Improvements by the date(s) set forth in the Movie Theater Side Letter Agreement, the City and the City CID have the option to complete the Movie Theater Parking Lot Improvements as provided in the City CID Cooperative Agreement.

D. 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.

E. The Developer, or 32nd Street Entertainment, LLC, a Nebraska limited liability company and wholly-owned affiliate of the Developer, is the current owner of the Movie Theater Property, will retain ownership of the Movie Theater Property and the Movie Theater Building upon completion of the Movie Theater Building, and will fund the design and construction of the Movie Theater Building, including any cost overruns, with other funds of the Developer and/or B&B Movie Theatres pursuant to separate agreements between the Developer and B&B Movie Theatres. The Movie Theater Building is not part of the CID Project and the District shall have no responsibility or liability for the funding, design, construction, operation, management, or maintenance of the Movie Theater Building. The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the District and the City, and their respective officials, 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 the Movie Theater Property or the Movie Theater Building, included, but not limited to: (a) any negligent acts, misconduct or fraud of the Developer or any of its contractors, subcontractors, agents, representatives or employees; (b) failure by the Developer or any of its contractors, subcontractors, agents, employees, or representatives to comply with Applicable Laws and Requirements in connection with the Movie Theater Property or the Movie Theater Building; and (c) 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 the Developer or its agents, employees, contractors, or subcontractors, to the extent caused by the construction of the Movie Theater Building. The indemnity required hereunder shall not be limited by any particular insurance coverage, or by a limitation of the amount or type of damages or compensation payable by or for the Developer under workers' compensation, disability or other employee benefit acts, acceptance of insurance certificates, or the terms, applicability or limitation of any insurance held by the Developer. The District and the City do not, and shall not, waive any rights against the Developer which it or they may have by reason of this indemnification, because of the acceptance by District or the City, or the deposit with the District or the City by the Developer, of any insurance policies. This indemnification by the 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 the Developer or its agents, representatives, employees, contractors, or subcontractors, and suffered by reason of any of the construction of the Movie Theater Building, 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, the Developer shall immediately notify the District and the City of any and all claims filed against the Developer, the District, or the City, and shall provide the District and the City with a copy of the same. The fact that the Developer carries out any activities with respect to the Movie Theater Property and the Movie Theater Building through independent contractors shall not constitute an avoidance of, or defense to, the Developer's duty of defense and indemnification under this section.

F. The Hotel Developer is the current owner of the Hotel Property and will retain ownership of the Hotel Property during the Hotel Demolition Project. The City will cause the demolition of the Hotel pursuant to the Hotel Side Letter Agreement and this Agreement. Except for the use of available proceeds from the 2021 Bonds in the amount of $540,000.00 as provided in **Exhibit E-2** attached hereto (as revised by this Agreement) and the Financing Documents, the District shall have no responsibility or liability for the funding, contracting, or demolition of the Hotel or for the funding, design, contracting, or construction of any new hotel(s) or other development on the Hotel Property.

Section 4.3. Financing the CID Project.

A. The IDA issued the 2021 Bonds to provide financing for the CID Project as described in **Exhibit E-2**, including the District's acquisition of the Public Improvements Property. Pursuant to the Financing Documents, the City and Developer will be reimbursed from proceeds of the Obligations for CID Bond Project Costs incurred. Upon the issuance of the Obligations, the District may pledge the CID Sales Tax Revenue generated in CID Revenue Area A to the payment of debt service on the Obligations, in accordance with the Financing Documents, provided the amounts held for the CID Operating Account may be excluded from such pledge. Notwithstanding anything contained herein to the contrary, the Developer may, without prior District or City approval, transfer amounts among each line item category in **Exhibit E-2** so long as the Developer does not (a) exceed the aggregate of the total CID Bond Project Costs, (b) transfer to line items that are not approved for the District's funds, (c) transfer amounts to the Project Management/Development Fee line item that results in an increase of more than ten percent (10%), or (d) result in any additional fees or payments directly to the Developer. **Exhibit E-2**, as revised and attached to this Agreement, is the current approved budget for the CID Project as of the Effective Date.

B. The Obligations shall be payable solely from the CID Sales Tax Revenue generated in CID Revenue Area A and proceeds of the Obligations and from no other source. 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. To the extent that the CID Bond Project Cost exceeds the amount stated in **Exhibit E-2**, the Developer shall be responsible to pay for any cost overruns.

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.

D. 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 generated in CID Revenue Area A for application to the payment of Obligations in accordance with this Agreement.

E. Notwithstanding any other provision in this this Agreement, to the extent that any improvements related to the Public Improvements are located outside the boundaries of the District, as such improvements may be required by the City or MoDOT, the Developer shall be responsible for paying for and performing such improvements as provided in the TIF Contract and pursuant to the terms and conditions of a separate cooperative agreement among the District, the City, and MoDOT; provided, however, the District and the Developer must first present to the City and MoDOT plans and specifications and a detailed construction budget for such improvements for prior approval by the City and MoDOT.

F. The City shall pay and make the City Funds available to the 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 Original District Cooperative Agreement, and the Movie Theater Side Letter Agreement. The City Funds shall be reimbursed to the City by the City CID from City CID Sales Tax revenues and from TIF Plan revenues pursuant to the City CID Cooperative Agreement. The District shall have no responsibility or liability for reimbursing the City for the City Funds.

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; 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.

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. So long as there is CID Sales Tax Revenue available that is not pledged to the Trustee for payment of the 2021 Bonds 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 from CID Sales Tax Revenue generated in CID Revenue Area B and available in the CID Revenue Account 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 three (3) 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.

C. CID Reimbursable Project Costs incurred by the Developer in CID Revenue Area B and approved for reimbursement under this Agreement shall accrue interest at the prime rate as reported by the *Wall Street Journal*, plus two percent (2%) per annum, adjusted on the first day of each calendar quarter, calculated from the date of approval by the City, until reimbursed pursuant to this Agreement. The interest rate allowed pursuant to this paragraph shall not **exceed ten percent (10%) per annum**. The maximum amount of interest paid to the Developer under this subsection shall not exceed the amount allocated to Financing Costs in **Exhibit E-1**.

D. To the extent that the Developer incurs CID Project Costs related to the Movie Theater Parking Lot Improvements that are not funded by available proceeds from the 2021 Bonds as provided in **Exhibit E-2** and that qualify as CID reimbursable project costs under the CID Act, the Developer may request reimbursement of such costs in accordance **Section 4.4.B.** from available CID Sales Tax Revenue generated in Revenue Area B, if any.

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

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

A. During construction of the CID Project, the District will own title to the Public Improvements Property as follows:

1. Hammons Boulevard Improvements. Hammons Boulevard as it currently exists is a private road and is subject to the Access Easements. As shown on **Exhibit H**, a portion of the existing Hammons Boulevard will be replaced and a portion of the existing Hammons Boulevard will be improved and will connect with the new section of Hammons Boulevard intersecting with 32nd Street. As part of the Public Improvements Property, the District will own (i) the existing Hammons Boulevard right-of-way from Range Line Road on the western boundary of the District to the northern boundary line of Tract B and (ii) the planned new section of Hammons Boulevard right-of-way intersecting at 32nd Street south to the connection with existing Hammons Boulevard.

   a. The Parties anticipate that the planned new section of Hammons Boulevard will be completed before the Escrowed Hammons Boulevard Property is conveyed by the City to Menard.

   b. The Parties agree that the existing Hammons Boulevard will be open for traffic, subject to temporary lane closures or other related traffic disruptions as necessitated by construction of the CID Project.

   c. The City shall be responsible for maintaining the existing Hammons Boulevard during construction of the Hammons Boulevard Improvements, said maintenance to be limited to snow removal, pothole patching, and similar work. The City shall have no obligation to make any capital or other significant improvements to the existing Hammons Boulevard.

   d. The Access Easements either currently provide or the Developer shall, prior to the Closing Date, cause the Access Easements to provide that the easements granted thereby will automatically terminate at such time as Hammons Boulevard is owned by the District and the City. The Parties intend that the Access Easements will automatically terminate on the Closing Date when the District acquires the Public Improvements Property and the City acquires the Escrowed Hammons Boulevard Property. Thereafter, Hammons Boulevard will remain accessible to the general public as a public road until the Escrowed Hammons Boulevard Property is conveyed by the City to Menard and the new section of Hammons Boulevard is open to the general public as a public road.

   e. The District shall not have any obligation with respect to the demolition of Hammons Boulevard within the Property to be Deannexed as shown in **Exhibit H**; provided, however, that the District may, to the extent that District funds are available for demolition, cause the demolition of that portion of the existing Hammons Boulevard located within Tract B.

f. The City shall have no obligation to demolish or to fund the demolition of the Escrowed Hammons Boulevard.

2. Detention Area Improvements. As part of the Public Improvements Property, the District will own the sites for the Detention Area Improvements shown as Tracts A, B, and C on **Exhibit H**; provided, however, that only the Detention Area Improvements on Tract A and Tract B will be constructed as part of the CID Project and funded with the Obligations.

3. Movie Theater Parking Lot Improvements. As part of the Public Improvements Property, the District will acquire and own the Movie Theater Parking Lot Property during construction, subject to and in accordance with this Agreement and the Development and Easement Agreement. Except for the use of available proceeds from the 2021 Bonds in accordance with this Agreement and the Financing Documents to fund all or part of the Movie Theater Parking Lot Improvements, the District shall have no responsibility or liability for the funding, design, or construction of the Movie Theater Parking Lot Improvements. To the extent that available proceeds first from the 2021 Bonds and second from the City Funds are insufficient to fund in full the acquisition of the Movie Theater Parking Lot Property and the design and construction of the Movie Theater Parking Lot Improvements, the Developer shall be responsible for paying the amount of any shortfall, and for paying the amount of any cost overrun if the cost to design and construct such improvements exceeds the budgeted cost as shown in **Exhibit E-2** (except as provided in Section 4.4.D.).

B. After the CID Project is complete as provided in this Agreement, the Public Improvements Property shall be owned and maintained as follows:

1. Hammons Boulevard Improvements.

a. Upon completion of the Hammons Boulevard Improvements, the Hammons Boulevard Improvements shall be dedicated to the City by plat or other means of transfer acceptable to the Parties. After the City has accepted dedication of the Hammons Boulevard Improvements or other transfer of such improvements, all rights, title and interest of the District in the Hammons Boulevard Improvements shall pass to the City and the City shall thereafter be responsible for the ownership and the maintenance of the Hammons Boulevard Improvements. The Developer will dedicate by plat or otherwise transfer improvements related to the Hammons Boulevard Improvements that are located along Range Line Road and outside of the District Area to MoDOT as provided in the TIF Contract.

b. At such time as mutually agreed upon between the City and the Developer but in no event before the completion of the CID Project as provided in this Agreement and no later than 30 days after such completion, the City will cause the Escrow Deed to be recorded and conveying title to the Escrowed Hammons Boulevard Property as shown in **Exhibit H** to Menard (or Affiliate).

c. The City shall block off the Escrowed Hammons Boulevard to traffic after the Hammons Boulevard Improvements have been dedicated to the City and until the Escrow Deed conveying the Escrowed Hammons Boulevard Property to Menard has been recorded.

2. Detention Area Improvements on Tract A and Tract B. Upon completion of the Detention Area Improvements on Tract A and Tract B, the District shall continue to own title to that portion of the Public Improvements Property upon which the Detention Area Improvements on Tract A and Tract B are constructed and the District shall be responsible for maintaining the Detention Area Improvements on Tract A and Tract B in accordance with City code requirements for so long as the District is in existence or unless Menard (or other property owner) agrees to sooner accept responsibility to maintain the Detention Area Improvements on Tract A and Tract B.

   a. The District shall continue to own title to the Detention Area Improvements for so long as the Obligations are outstanding and the District shall be responsible for maintenance of the Detention Area Improvements on Tract A and Tract B. The Parties acknowledge that the CID Sales Tax Revenue is the District's sole source of funding to maintain the Detention Area Improvements on Tract A and Tract B and that such maintenance costs will be an Operating Cost that must be appropriated for payment by the District each year in its annual budget.

   b. As an alternative to the District maintaining the Detention Area Improvements on Tract A and Tract B as provided in subsection (a) above, the District may hire the City, the owner of the Carved-Out Tract, or other third party service provider to maintain the Detention Area Improvements on Tract A and Tract B pursuant to a separate, mutually acceptable maintenance agreement with the City, the then owner of the Carved-Out Tract, and/or other third party service provided. Notwithstanding the foregoing, the Parties anticipate that Menard (or other owner of the Carved-Out Tract), at its sole cost, will maintain Tract A and Tract B during the District's ownership of Tract A and Tract B pursuant to a mutually acceptable maintenance agreement, which may also include the terms and conditions of the conveyance of Tract A and Tract B from the District to Menard (or other owner of the Carved-Out Tract) when the Obligations are paid in full. The Parties anticipate that in consideration of Menard, Inc's (or other owner of the Carved-Out Tract) payment of maintenance costs while the Obligations are outstanding that the purchase price for the conveyance of Tract A and Tract B will be $1.00.

3. Detention Area Improvements on Tract C. The District will continue to own title to the property upon which the Detention Area Improvements on Tract C are planned as shown in **Exhibit H**. The District is not responsible for constructing improvements on Tract C; provided, however, to the extent that maintenance of the Tract C property, which is currently undeveloped, becomes necessary pending the development of a detention facility, the District may hire contractors for the maintenance

of Tract C and such cost shall be an Operating Cost. At such time as development occurs on property adjacent to Tract C, the Parties agree to amend this Agreement to provide for the future ownership and maintenance of Tract C.

4. Traffic Signal Improvements. The District will dedicate or otherwise transfer the Traffic Signal Improvements to MoDOT. The Developer will dedicate or otherwise transfer improvements related to the Traffic Signal Improvements that are located outside of the District Area to MoDOT as provided in the TIF Contract.

5. Movie Theater Parking Lot Improvements. Upon completion of the Movie Theater Parking Lot Improvements by the Developer, the District will retain ownership of the Movie Theater Parking Lot and the Movie Theater Parking Lot Improvements, subject to and in accordance with this Agreement and the Development and Easement Agreement, until the 2021 Bonds are paid in full. All costs and expenses for the operation and maintenance of the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements shall be as provided in this Agreement and the Development and Easement Agreement and the District shall have no responsibility or liability for any such costs and expenses.

The District shall convey to the Developer, to 32nd Street Entertainment, LLC, a wholly-owned affiliate of the Developer, which is the owner of the Movie Theater Property, or other acceptable third party, and such party shall accept, fee simple title to the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements for $1.00 by means of a quit claim deed in a form reasonably acceptable to the District and the Developer within thirty (30) days of the 2021 Bonds, or any Obligation issued to refinance the 2021 Bonds, being paid in full or such other date mutually acceptable to the District and the Developer. All costs for closing on the transfer of title to the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements to the Developer shall be paid for by the Developer, including, but not limited to, title company fees, recording fees, the cost of any title commitment and title policy as the Developer may order, the cost of any survey as the Developer may order, and the cost of any environmental assessment report or other due diligence work as the Developer may order. It is anticipated that the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements will be tax exempt during the District ownership through the end of the calendar year of transfer, and that there will be no need to prorate taxes in the year the transfer closes; provided, however, regardless of the tax status of the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements following the transfer date, the District shall have no liability for any taxes or assessments assessed following the transfer date during the year of transfer or subsequent years.

At such time as the District conveys fee simple title to the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements to the Developer, the District shall make no covenant, representation or

warranty, either express or implied, including, without limitation, any implied warranty of condition or warranty relating to any conditions or defects, hidden, latent or otherwise. The Developer having had the opportunity to observe its physical characteristics and conditions to conduct such investigation and study on and of the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements as it deems necessary, shall acknowledge and agree that the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements is and are to be conveyed to, and accepted by the Developer, in its then present condition, "AS IS", for its continued use and operation by the Developer (or by B&B Movie Theatres or its successors and assigns) as a parking lot.

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.

Section 4.8. Addition of Property to and Removal of Property from District.

The Parties acknowledge that under the CID Act the District may only acquire property and spend CID Sales Tax Revenue within the District Area. At the time that the District was created, (a)(i) that portion of the existing Hammons Boulevard that crosses the Carved-Out Tract), (ii) that portion of the planned new section of Hammons Boulevard that encroaches on the Carved-Out Tract, and (iii) property adjacent to that portion of the existing Hammons Boulevard near its intersection with Range Line Road, and (b) a portion of Tract C, the location of one of the Detention Area Improvements, were located outside of the District Area. As shown on **Exhibit H**, the Escrowed Hammons Boulevard will be demolished and replaced by the new section of Hammons Boulevard and the remainder of the existing Hammons Boulevard will be improved and re-aligned as part of the CID Project. To facilitate the demolition, construction, and re-alignment of Hammons Boulevard as part of the CID Project and the construction of the Tract C Detention Area Improvement, the Annexed Property was added to the District Area as permitted by Section 67.1441.2 of the CID Act. It is further necessary that the Property to be Deannexed be removed from the District Area as permitted by Section 67.1441.1 of the CID Act. The City, the District and the Developer shall coordinate with each other and take all necessary actions to add property to and to remove property from the boundaries of the District from time-to-time as contemplated in this Agreement and as otherwise permitted by the CID Act. Any property owned by Menard or an Affiliate of Menard shall specifically require the consent of Menard to be annexed into or deannexed from the District Area, which consent may be withheld at Menard's sole discretion.

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 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 32ND Street Place 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 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 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. 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 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:

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 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
Attn: Drew Snyder
20010 Manderson Street, Suite 101
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

Any notice to Menard, Inc. shall be addressed to:

Menard, Inc.
Attn: Properties Division
5101 Menard Drive
Eau Claire, WI 54703

Any notice to HDDA-Joplin, LLC shall be addressed to:

HDDA-Joplin, LLC
c/o HDDA, LLC
One Ravinia Drive, Suite 900
Atlanta, GA 30346
Attn: Taylor Wolters
Email: Taylorw@hdda.com

with a copy to:

Aldridge & Goldberg LLP
641 Lexington Avenue, 14th Floor
New York, New York 10022
Attn: Steven R. Goldberg, Esq.
Email: sgoldberg@algo.law

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 Newton County Circuit Court. The District and the Developer 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 Developer 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. 32nd Street Entertainment, LLC, a Nebraska limited liability company and a wholly-owned affiliate of the Developer, is the owner of the Movie Theater Building Property and acquired the Movie Theater Building Property subject to this Agreement. The Developer hereby assigns its rights and delegates its duties and obligations under this Contract (as to the Movie Theater Project only) to 32nd Street Entertainment, LLC, and 32nd Street Entertainment, LLC hereby assumes the Developer's rights and obligations, and agrees to be bound by, this Contract (as to the Movie Theater Project only).

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.

3. No consent will be required under this **Section 7.11.B**, for an assignment of the Developer's rights and obligations under this Agreement to Menard, Inc., or

4. designated Affiliate of Menard, with respect to the completion of the Hammons Boulevard Improvements if the Developer fails to complete the Hammons Boulevard Improvements as provided in this Agreement.

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 Newton County, in Neosho, Missouri, and in the Office of the Recorder of Deeds for Jasper County, in Carthage, Missouri.

Section 7.13. MoDOT Agreement.

The Parties anticipate that MoDOT will require a separate cooperative agreement covering that part of the Public Improvements to be constructed on state right-of-way. The Parties agree to cooperate with each other and with MoDOT to negotiate and approve a cooperative agreement with MoDOT as may be necessary for the design and construction of the Public Improvements as required by MoDOT.

Section 7.14 No Conflict with Series 2021 Bonds.

The Parties agree and acknowledge that this Agreement is not intended and shall not be construed to modify, amend, restate, or waive any provision hereof relating to any matter prohibited by, or requiring Trustee consent, as required under Section 4.4 of the Financing Agreement dated as of February 15, 2021, between the District and the IDA.

Section 7.15 Full Force and Effect.

This Agreement, as amended and restated herein, shall remain in full force and effect and binding upon the Parties and their successors and permitted assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the 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 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: _____
Drew Snyder, Manager

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 Drew Snyder, the Manager 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:

DISTRICT:

32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

By: _____
Giltner B. Stevens, Chairman

ATTEST:

By: _____
Name: _____
Title: _____

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 Giltner B. Stevens, 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 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:

Consent and Acceptance of Partial Assignment of
Amended and Restated Cooperative Agreement

32nd Street Entertainment, LLC, as the owner of the Movie Theater Building Property and a wholly-owned affiliate of Woodsonia Joplin, LLC, the "Developer" under the foregoing Amended and Restated Cooperative Agreement, hereby accepts the Developer's assignment of its rights and obligations under such agreement as to the Movie Theater Project only, and agrees to assume the Developer's rights and obligations under, and to be bound by, such agreement as to the Movie Theater Project only.

32nd STREET ENTERTAINMENT, LLC

By: _____
Drew Snyder, Manager

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 Drew Snyder, the Manager of 32nd Street Entertainment, LLC, a Nebraska limited liability company, known to me to be the person who executed the within Consent to Partial Assignment of Cooperative Agreement on behalf of said company 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 01°22'35" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 225.28 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), THENCE NORTH 47°54'24" EAST, A DISTANCE OF 36.52 FEET; THENCE SOUTH 88°49'26" EAST, A DISTANCE OF 116.65 FEET; THENCE SOUTH 45°04'38" EAST, A DISTANCE OF 45.99 FEET; THENCE SOUTH 88°49'29" EAST, A DISTANCE OF 93.80 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 351 AT PAGE 2535; THENCE SOUTH 01°17'42" WEST, ALONG SAID EAST LINE, A DISTANCE OF 99.69 FEET; THENCE SOUTH 88°40'47" EAST, ALONG THE SOUTH LINE OF TWO TRACTS OF LAND DESCRIBED ON BOOK 351 AT PAGE 2535 AND BOOK 334 AT PAGE 1685 TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 334 AT PAGE 1685, A DISTANCE OF 349.37 FEET; THENCE NORTH 01°20'14" EAST, ALONG THE EAST LINE OF THE LAST MENTIONED TRACT OF LAND, A DISTANCE OF 329.70 FEET TO A POINT ON THE NORTH LINE OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 1516.61 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 1644.63 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 1117.64 FEET; THENCE NORTH 63°13'15" WEST, A DISTANCE OF 103.00 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 106.34 FEET; THENCE SOUTH 26°46'58" WEST, A DISTANCE OF 69.40 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 147.57 FEET; THENCE SOUTH 01°34'45" WEST, A DISTANCE OF 156.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 03°50'48" EAST, A RADIUS OF 1205.54 FEET, FOR AN ARC DISTANCE OF 331.08 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING INGRESS/EGRESS EASEMENT DESCRIBED IN BOOK 353 AT PAGES 13767 & 13738; THENCE SOUTH 88°27'31" WEST, ALONG THE NORTH LINE OF SAID INGRESS/EGRESS EASEMENT, A DISTANCE OF 378.02 FEET, SAID POINT BEING ON A NONTANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°37'33" WEST, A RADIUS OF 830.54 FEET, FOR AN ARC DISTANCE OF 60.97 FEET, SAID POINT BEING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 332 AT PAGE 708; THENCE NORTH 88°27'31" EAST, ALONG THE NORTH LINE OF SAID TRACT OF LAND IN BOOK 332 AT PAGE 708, A DISTANCE OF 524.91 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 01°31'29" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 759.62 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 88°25'00" WEST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 50.32 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 364 AT PAGE 3348; THENCE SOUTH 01°33'07" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 426.15 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE U.S. INTERSTATE NO. 44, AS PREVIOUSLY ESTABLISHED, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVIG A CHORD BEARING OF SOUTH 83°18'13" WEST, A RADIUS OF 5482.90, FOR AN ARC DISTANCE OF 593.34 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°31'35" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID

INTERSTATE NO. 44, A DISTANCE OF 251.82 FEET TO THE SOUTHEAST CORNER OF LOT 3, HAMMONS SILVER CREEK SUBDIVISION, AS RECORDED IN PLAT BOOK 7 AT PAGE 22; THENCE NORTH 72°49'10" WEST, ALONG THE SOUTH LINES OF LOTS 3, 2 OF SAID SUBDIVISION AND THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 652.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 34°50'17" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 169.37 FEET; THENCE NORTH 52°54'46" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.12 FEET; THENCE NORTH 64°12'51" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.53 FEET; THENCE NORTH 74°00'08" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DSTANCE OF 86.28 FEET; THENCE NORTH 02°18'22" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 137.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HAMMONS BLVD; THENCE SOUTH 89°31'20" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 90.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'56" WEST, A RADIUS OF 1415.47 FEET, FOR AN ARC DISTANCE OF 101.08 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'57" WEST, A RADIUS OF 1365.88 FEET, FOR AN ARC DISTANCE OF 98.28 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°31'21" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANC OF 434.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 45°28'39" WEST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET; THENCE NORTH 00°28'39" WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 39.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, AND ALONG THE WEST AND SOUTH, SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 44°06'48" WEST, A RADIUS OF 67.48 FEET, FOR AN ARC DISTANCE OF 102.78 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°23'02" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 216.47 FEET TO THE NORTHWEST CORNER OF PARCEL 1 OF DRURY FIRST SUBDIVISION, AS RECORDED IN BOOK 4 AT PAGE 14; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 174.00 FEET; THENCE SOUTH 01°33'55" WEST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 40.50 FEET; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 204.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 365 AT PAGE 7078; THENCE NORTH 01°33'55" EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 195.50 FEET TO A POINT ON THE SOUTH LINE OF 36TH STREET, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°45'52" ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 36TH STREET, A DISTANCE OF 221.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652; THENCE NORTH 01°33'57" EAST, THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652, A DISTANCE OF 360.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 357 AT PAGE 873; THENCE NORTH 88°53'34" WEST, ALONG THE NORTH LINE OF THE LAST WRITTEN TRACT OF LAND AND THE NORTH LINE OF PARCEL 4, DRURY FIRST SUBDIVISION, AS RECORDED IN PLAT BOOK 4 AT PAGE 14, A DISTANCE OF 329.77 FEET; THENCE NORTH 01°16'16" EAST, ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 346 AT PAGE 2404, A DISTANCE OF 263.97 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE NORTH 88°41'12" WEST, ALONG THE SOUTH LINE OF LOT 1, DARRELL L. ROGERS 2008 TRUST ADDITION AS RECORDED IN PLAT BOOK 14 AT PAGE 1, A DISTANCE OF 283.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°15'44" EAST, ALONG THE EAST RIGHT OF

WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), A DISTANCE OF 701.14 FEET TO THE **POINT OF BEGINNING.**

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

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 SAID FRACTIONAL SECTION 19, A DISTANCE OF 678.82 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 571.49 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 969.71 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 969.71 FEET; THENCE NORTH 01°34'24" EAST, A DISTANCE OF 562.48 FEET TO THE **POINT OF BEGINNING**.

AND

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 SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 02°52'54" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 127.13 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 83°56'35" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 55.95 FEET; THENCE SOUTH 88°36'47" EAST, A DISTANCE OF 605.51 FEET; THENCE SOUTH 01°37'40" EAST, A DISTANCE OF 76.59 FEET; THENCE SOUTH 88°22'20" EAST, A DISTANCE OF 11.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 08°53'10" EAST, A RADIUS OF 503.07 FEET, FOR AN ARC DISTANCE OF 158.86 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°01'02" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 83.62 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 962.36 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 954.46 FEET; THENCE SOUTH 04°07'26" WEST, A DISTANCE OF 4.42 FEET; THENCE NORTH 88°36'06" WEST, A DISTANCE OF 1015.66 FEET TO THE BEGINNING OF A NON-TANGENT CURV TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 06°43'32" WEST, A RADIUS OF 320.00 FEET, FOR AN ARC DISTANCE OF 86.44 FEET; THENCE NORTH 00°49'44" EAST, A DISTANCE OF 623.79 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 33°50'51" EAST, A RADIUS OF 112.00 FEET, FOR AN ARC DISTANCE OF 128.37 FEET; THENCE

SOUTH 88°40'47" EAST, A DISTANCE OF 19.16 FEET; THENCE NORTH 01°20'14" EAST, A DISTANCE OF 4.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 84°12'52" EAST, A RADIUIS OF 110.31 FEET, FOR AN ARC DISTANCE OF 28.32 FEET; THENCE SOUTH 88°25'13" EAST, A DISTANCE OF 44.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 76°18'30" EAST, A RADIUS OF 241.50 FEET, FOR AN ARC DISTANCE OF 128.74 FEET; THENCE NORTH 63°34'59" EAST, A DISTANCE OF 18.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 71°11'32" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 37.09 FEET TO THE **POINT OF BEGINNING**. CONTAINING 346,498.22 SQ. FEET (7.95 ACRES).

BUT INCLUDING THE FOLLOWING ANNEXED PROPERTY TRACTS ADDED TO THE 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 SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 50°51'36" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 622.51 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 01°23'26" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 12.65 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 643.25 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**. CONTAINING 6,328.81 SQ. FEET (0.15 ACRES).

AND

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 SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 88°25'48" WEST, A DISTANCE OF 1101.24 FEET; THENCE SOUTH 01°34'12" WEST, A DISTANCE OF 18.92 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 1125.83 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY, A DISTANCE OF 31.02 FEET TO THE **POINT OF BEGINNING**. CONTAINING 21,064.49 FEET (0.48 ACRES)

AND

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 01°23'02" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2149.36 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 125.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°36'58" EAST, A DISTANCE OF 2.64 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVISOUSLY ESTABLISHED; THENCE SOUTH 00°28'39" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2.36 FEET TO THE BEGINNING OF CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 45°28'39" EAST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD; THENCE NORTH 89°31'21" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 352.25 FEET; THENCE SOUTH 0124'10" WEST, ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 287 AT PAGE 385, A DISTANCE OF 43.86 FEET TO THE NORTH RIGHT OF WAY OF LINE OF INTERSTATE ROUTE NO. 44; THENCE NORTH 88°36'58" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44, A DISTANCE OF 535.35 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44 AND THE EAST RIGHT OF WAY LINE OF SOUTH RANGELINE ROAD, AS PREVIOUSLY ESTABLISHED; THENCE NORTH 01°23'02" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID SOUTH RANGELINE ROAD, A DISTANCE OF 204.00 FEET TO THE **POINT OF BEGINNING**. CONTAINING 26,374.65 SQ. FEET (0.61 ACRES).

AND

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 SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.73 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 603.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°25'36" EAST, A DISTANE OF 7.35 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 15.25 FEET; THENCE NORTH 04°07'26" EAST, A DISTANCE OF 195.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 02°52'33" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 21.13 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 305.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH

00°43'30" WEST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 39.93 FEET TO THE **POINT OF BEGINNING**. CONTAINING 4316.13 SQ. FEET (0.10) ACRES.

AND (PROPERTY ANNEXED IN DECEMBER 2021)

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 18 AND ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, ALL IN TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, IN JASPER AND NEWTON COUNTIES, MISSOURI, BEING GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL 20401800000047000 (3323 E 32ND STREET), SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF KANSAS CITY SOUTHERN RAILWAY; THENCE SOUTHEASTERLY, WITH THE NORTHEASTERLY LINE OF SAID PARCEL 20401800000047000 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF THE KANSAS CITY SOUTHERN RAILWAY AND THEIR SOUTHEASTERLY PROLONGATION TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18 AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE WESTERLY, WITH THE NORTH LINE OF SAID SECTION 19, TO A POINT ON THE NORTHERLY PROLONGATION OF THE EAST LINE OF PARCEL 04401900000000900; THENCE SOUTHERLY, WITH THE NORTHERLY PROLONGATION OF SAID EAST LINE, TO THE SOUTH RIGHT-OF-WAY LINE OF E. 32ND STREET; THENCE WESTERLY AND SOUTHWESTERLY, WITH THE SOUTHERLY RIGHT-OF-WAY LINE ON E. 32ND STREET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD; THENCE NORTHERLY, WITH THE NORTHERLY PROLONGATION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD, THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF E. 32ND STREET; THENCE SOUTHEASTERLY AND EASTERLY, WITH THE NORTH RIGHT-OF-WAY LINE OF E. 32ND STREET, TO THE SOUTHWEST CORNER OF PARCEL 20401800000047000 (3323 E 32ND STREET); THENCE NORTHERLY, WITH THE WEST LINE OF SAID PARCEL 20401800000047000 (3323 E 32ND STREET) TO THE POINT OF BEGINNING.

AND

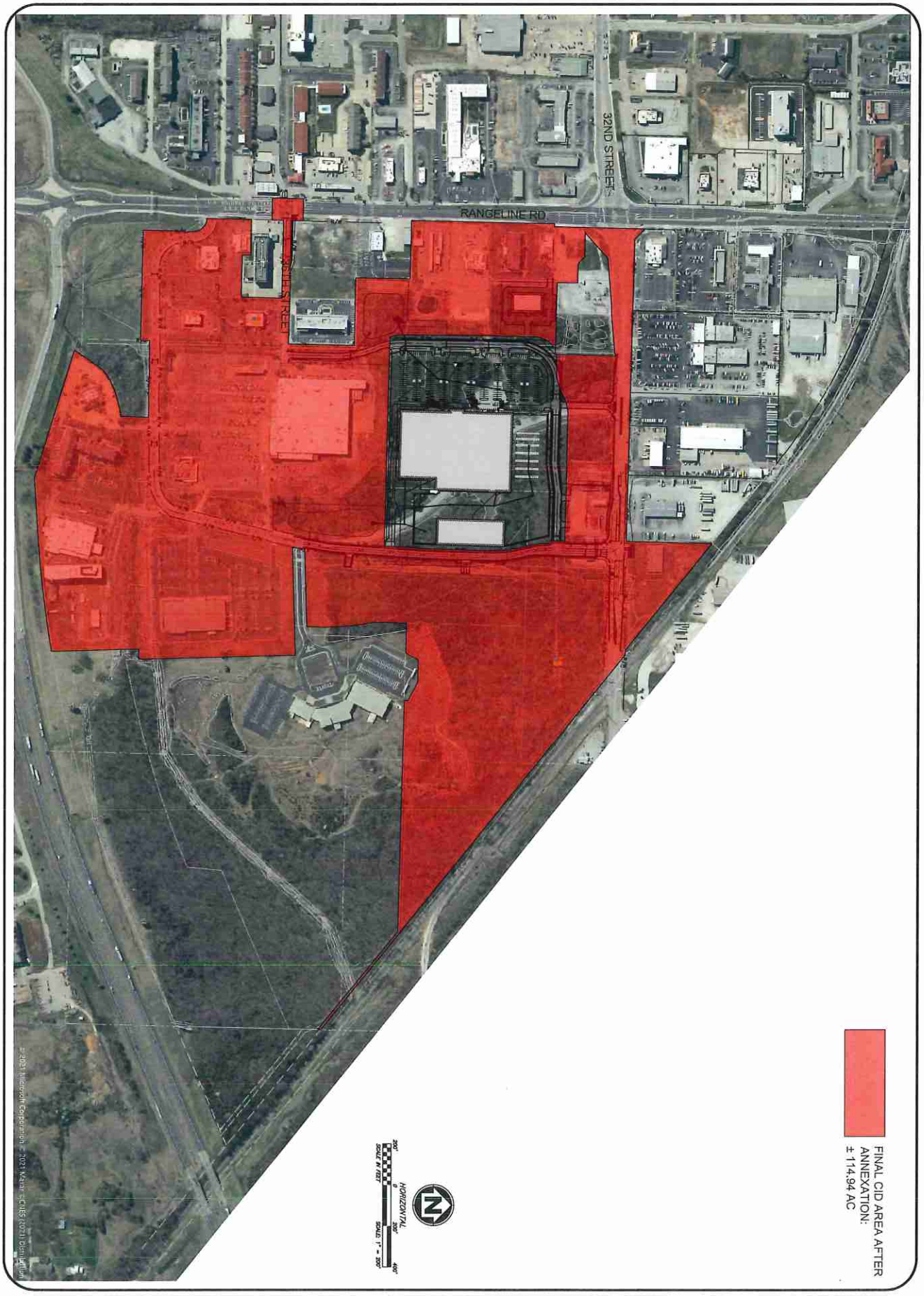
ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, AND ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, BEING GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 4, DRURY 1, A SUBDIVISION IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF E. 36TH STREET, THENCE SOUTHERLY WITH THE SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID PARCEL 4, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET; THENCE WESTERLY WITH THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET AND THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD; THENCE SOUTHERLY, WITH THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD, 75 FEET; THENCE WESTERLY, AND NO LONGER WITH THE EAST RIGHT-OF-WAY OF S. RANGE LINE ROAD TO A POINT ON THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD; THENCE NORTHERLY, WITH THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD, 190 FEET; THENCE EASTERLY, AND NO LONGER WITH THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD TO A POINT ON THE EAST RIGHT-OF-WAY OF S. RANGE LINE ROAD; THENCE SOUTHERLY, WITH THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD 75 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF E. 36TH STREET; THENCE EASTERLY, WITH THE NORTH RIGHT-OF-WAY OF E. 36TH STREET, TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACTS ADDED IN DECEMBER 2021 CONTAIN 291,167 SQ. FEET (6.68 ACRES).

THE ABOVE DESCRIBED DISTRICT AREA CONTAINS IN TOTAL 114.94 ACRES, MORE OR LESS.

PLUS, additional property adjacent to Rangeline Road, 32nd Street, or 36th Street that is part of the planned project of the District shall automatically become property within the District at such time as such property is dedicated to the City of Joplin or the Missouri Department of Transportation as public right-of-way by plat or other conveyance.

MAP OF DISTRICT AREA ON NEXT PAGE

Oct 27, 2021 – 3:12pm Plotted By: KC Eng 8 G:\Shared drives\KC10 – Land Development\Projects\2021\21KC10008 Joplin Hynes & Range Line\01 CIVIL\03-DWG\Sheet\Exhibits\CID EXHIBITS\21KC10008-CID BOUNDARY EXHIBIT-final.dwg Layout: FINAL



SHEET NUMBER
EX.2
2 OF 2

32ND ST. PLACE

FINAL CID BOUNDARY

NEWTON AND JASPER COUNTIES, CITY OF JOPLIN, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	TAF
				CHECK BY:	PJJ
				LICENSE NO.	
				DATE:	10/27/2021
				ISSUED FOR:	FOR REVIEW
				JOB NUMBER:	21KC10008

© COPYRIGHT ANDERSON ENGINEERING, INC. 2021

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
911 W. 141ST TERR, STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

EXHIBIT B

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

To: Chairman, 32ND Street Place Community Improvement District

City Manager, City of Joplin, Missouri

Copy: Director of Finance, City of Joplin, Missouri

Re: Completion of 32ND Street Place CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Amended and Restated Cooperative Agreement dated as of _____, 2023 (the "Agreement") among the City of Joplin, the 32ND Street Place *Community Improvement District, and Woodsonia Joplin, 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 Woodsonia Joplin, LLC

EXHIBIT C

FORM OF CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

To: Chairman, 32ND Street Place Community Improvement District

Copy: Director of Finance, City of Joplin, Missouri

Re: Certification of 32ND Street Place CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Amended and Restated Cooperative Agreement dated as of _____, 2023 (the "Agreement") among the City of Joplin, the 32ND Street Place *Community Improvement District, and Woodsonia Joplin, 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_____:

32ND STREET PLACE STREET COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

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

CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

EXHIBIT D

SALES TAX REPORTING FORM

32ND Street Place 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: 32ND Street Place 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

CID Petition Budget for Insertion into CID Annexation Petition Exhibit - 10-14-21

		Year 1 2021	Year 2 2022	Year 3 2023	Year 4 2024	Year 5 2025
A	Estimated Sales Tax Revenue (1.0%)	$ 1,051,042	$ 1,089,717	$ 1,129,150	$ 1,146,087	$ 1,163,279
	Sales Tax Revenue Total	$ 1,051,042	$ 1,089,717	$ 1,129,150	$ 1,146,087	$ 1,163,279
B	Expenditures					
1	Acquisition	$ 4,693,500				
2	Building Construction and Enhancements	$ 1,065,000	$ 710,000			
3	Movie Theater - Including 15,000 Expansion Area	$ -	$ 500,000			
4	General Conditions	$ 177,903	$ 44,476			
5	Clearing, Mass Grading	$ 823,213				
6	Hammons Blvd Improvements (North Portion)	$ 841,800				
7	Hardscape, Parking, Landscape, Irrigation	$ 1,968,893	$ 656,298			
8	Power/Gas	$ 103,500				
9	General Landscape and Irrigation	$ 129,375				
10	Traffic Light on 32nd Street	$ 201,250				
11	Professional Services (Eng./Arch/Consult/Legal/PM/Other)	$ 1,193,732	$ 511,599			
12	Financing Costs (Interest Carry/Closing/Fees/Other)	$ 1,879,950	$ 939,975	$ 313,325		
13	Development Fee	$ 218,018	$ 152,613	$ 65,405		
14	Insurance	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000
15	Legal	$ 15,000	$ 10,000	$ 10,000	$ 7,500	$ 5,000
16	Accounting	$ 7,500	$ 5,000	$ 5,000	$ 5,000	$ 5,000
17	32nd Street MoDOT Work - Paint Stallion (northside of 32nd Street)	$	$ 246,640			
18	36th Street MoDOT/City Work	$	$ 61,500			
19	Expenditure Total	$ 13,321,633	$ 3,841,100	$ 396,730	$ 15,500	$ 13,000
C	Net of Revenue/Expenditures	($12,270,591)	($2,751,383)	$732,420	$1,130,587	$1,150,279

Note: 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)

[update]

EXHIBIT F

LEGAL DESCRIPTION AND MAP – ANNEXED PROPERTY

(Intentionally omitted. See prior versions of Agreement for more information.)

EXHIBITS G-1 and G-2

LEGAL DESCRIPTION AND MAP – PROPERTY TO BE DEANNEXED (G-1)

LEGAL DESCRIPTION AND MAP – PROPERTY TO BE ANNEXED (G-2)

(Intentionally omitted. See prior versions of Agreement for more information.)

EXHIBIT H

LEGAL DESCRIPTION AND MAP – PUBLIC IMPROVEMENTS

Tract 1:

WOODSONIA CID PURCHASE TRACT A – 2020-10-13
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 01°23'02" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER OF SECTION 19, A DISTANCE OF 1317.19 FEET; THENCE SOUTH 88°57'17" EAST, A DISTANCE OF 330.88 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING AT THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 346 AT PAGE 2404; THENCE NORTH 01°16'16" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 257.43 FEET; THENCE SOUTH 87°45'52" EAST, ALONG THE SOUTH LINE OF LOT 1, DARREL L. ROGERS 2008 TRUST ADDITION, AS RECORDED IN PLAT BOOK 14 AT PAGE 1, A DISTANCE OF 200.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 56°22'25" EAST, A DISTANCE OF 153.65 FEET; TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652; THENCE SOUTH 01°23'54" WEST, ALONG THE WEST LINE OF SAID TRACT OF LAND, A DISTANCE OF 170.88 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 357 AT PAGE 873; THENCE NORTH 88°53'34" WEST, ALONG THE NORTH LINE OF SAID TRACT AND THE NORTH LINE OF PARCEL 4, DRURY FIRST SUBDIVISION, AS RECORDED IN PLAT BOOK 4 AT PAGE 14, A DISTANCE OF 329.77 FEET TO THE **POINT OF BEGINNING**. CONTAINING 786,687.82 SQ. FEET (1.81 ACRES).

Tract 2:

WOODSONIA CID PURCHASE TRACT B – 2020-11-02
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 01°23'02" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER OF SECTION 19, A DISTANCE OF 1317.19 FEET; THENCE SOUTH 88°57'17" EAST, A DISTANCE OF 1435.66 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652; THENCE NORTH 01°23'54" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 166.53 FEET; THENCE SOUTH 88°36'06" EAST, A DISTANCE OF 193.63 FEET; THENCE SOUTH 04°07'26" WEST, A DISTANCE OF 229.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 07°21'44" WEST, A RADIUS OF 506.16 FEET, FOR AN ARC DISTANCE OF 57.08 FEET; THENCE SOUTH 10°36'02" WEST, A DISTANCE OF 156.35 FEET; THENCE SOUTH 13°42'20" WEST, A DISTANCE OF 106.97; THENCE NORTH 88°36'06" WEST, A DISTANCE OF 128.98 FEET; THENCE NORTH 01°23'54" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652, A DISTANCE OF 378.47 FEET TO THE **POINT OF BEGINNING**. CONTAINING 93,424.62 SQ. FEET (2.14 ACRES).

Tract 3:

WOODSONIA CID PURCHASE TRACT C – 2020-10-26
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 SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 50°51'36" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 622.51 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 01°23'26" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 12.65 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 643.25 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**. CONTAINING 178,250.22 SQ. FEET (4.09 ACRES).

Tract 4:

WOODSONIA CID NEW HAMMONS BLVD DESCRIPTION 2020-12-29
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 SAID FRACTIONAL SECTION 19, A DISTANCE OF 1348.08 TO THE NORTHEAST CORNER OF THE GOVERNMENT LOT 2 OF THE FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 01°27'01" WEST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°29'34" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 32.06 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°29'34" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 319.44 FEET; THENCE SOUTH 01°05'13" WEST, A DISTANCE OF 6.72 FEET; THENCE NORTH 88°54'47" WEST, A DISTANCE OF 1.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE HAVING A CHORD BEARING OF SOUTH 46°32'14" WEST, A RADIUS OF 29.00 FEET, FOR AN ARC DISTANCE OF 45.46 FEET; THENCE SOUTH 01°37'40" WEST, A DISTANCE OF 300.62 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 05°39'52" EAST, A RADIUS OF 294.50 FEET, FOR AN ARC DISTANCE OF 74.96 FEET; THENCE SOUTH 12°57'24" EAST, A DISTANCE IF 25.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 05°39'52" EAST, A RADIUS OF 545.00 FEET, FOR AN ARC DISTANCE OF 138.73 FEET; THENCE SOUTH 01°37'40" WEST, A DISTANCE OF 305.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 02°52'27" WEST, A RADIUS

OF 546.50 FEET, FOR AN ARC DISTANCE OF 23.78 FEET; THENCE SOUTH 04°07'26" WEST, A DISTANCE OF 430.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 07°18'56" WEST, A RADIUS OF 549.22 FEET, FOR AN ARC DISTANCE OF 62.96 FEET; THENCE SOUTH 10°36'02" WEST, A DISTANCE OF 166.83 FEET; THENCE SOUTH 14°14'29" WEST, A DISTANCE OF 601.25 FEET; THENCE SOUTH 41°30'06" WEST, A DISTANCE OF 36.929 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 65°30'20" WEST, A RADIUS OF 220.00 FEET, FOR AN ARC DISTANCE OF 184.29 FEET; THENCE SOUTH 89°31'21" WEST, A DISTANCE OF 384.04 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 88°24'56" WEST, A RADIUS OF 1416.10 FEET, FOR AN ARC DISTANCE OF 101.88 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 88°24'57" WEST, A RADIUS OF 1365.68 FEET, FOR A ARC DISTANCE OF 98.28 FEET; THENCE SOUTH 89°31'21" WEST, A DISTANCE OF 82.17 FEET; THENCE SOUTH 01°24'10" WEST, A DISTANCE OF 43.86 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE NO. 44, AS PREVIOUSLY ESTABLISHED; THENCE NORTH 88°36'58" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 535.35 FEET; THENCE NORTH 01°23'02" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 204.00 FEET; THENCE NORTH 89°31'21" EASTS, A DISTANCE OF 2.64 FEET; THENCE NORTH 00°28'39" WEST, A DISTANCE OF 37.35 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 44°06'48" WEST, A RADIUS OF 67.48 FEET, FOR AN ARC DISTANCE OF 102.78 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF U.S HIGHWAY NO. 71 (A.K.A. RANGE LINE ROAD), AS PREVIOUSLY ESTABLISHED; THENCE NORTH 01°23'02" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO THE TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 44°17'52" EAST, A RADIUS OF 117.48 FEET, FOR AN ARC DISTANCE OF 179.70 FEET; THENCE SOUTH 00°28'39" EAST, A DISTANCE OF 39.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 45°28'39" EAST, A RADIUS OF 125.00 FEET, FOR AN ARC DISTANCE OF 196.35 FEET; THENCE NORTH 89°31'21" EAST, A DISTANCE OF 434.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 88°24'57" EAST, A RADIUS OF 1415.68 FEET, FOR AN ARC DISTANCE OF 101.88 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 88°24'56" EAST, A RADIUS OF 1366.10 FEET, FOR AN ARC DISTANCE OF 98.28 FEET; THENCE NORTH 89°31'21" EAST, A DISTANCE OF 384.03 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 65°30'23" EAST, A RADIUS OF 170.00 FEET, FOR AN ARC DISTANCE OF 142.39 FEET; THENCE NORTH 41°30'06" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 14°14'29" EAST, A DISTANCE OF 490.08 FEET; THENCE NORTH 88°34'28" WEST, A DISTANCE OF 9.73 FEET; THENCE NORTH 13°42'15" EAST, A DISTANCE OF 106.96 FEET; THENCE NORTH 10°36'02" EAST, A DISTANCE OF 156.35 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 07°24'51" EAST, A RADIUS OF 505.86 FEET, FOR AN ARC DISTANCE OF 56.17 FEET; THENCE NORTH 04°07'27" EAST, A DISTANCE OF 430.94 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 02°52'33" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 21.13 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 305.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND

TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 05°39'52" WEST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 123.46 FEET; THENCE NORTH 12°57'24" WEST, A DISTANCE OF 70.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING NORTH 05°39'52" WEST, A RADIUS OF 348.50 FEET, FOR AN ARC DISTANCE OF 88.71 FEET; THENCE NORTH 88°22'20" WEST, A DISTANCE OF 11.00 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 239.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING NORTH 42°35'17" WEST, A RADIUS OF 39.00 FEET, FOR AN ARC DISTANCE OF 60.19 FEET; THENCE NORTH 86°48'14" WEST, A DISTANCE OF 102.40 FEET; THENCE NORTH 77°36'55" WEST, A DISTANCE OF 68.50 FEET TO THE **POINT OF BEGINNING**. CONTAINING 242,539.91 SQ. FEET (5.57 ACRES).

[add movie theater parking lot property legal]

[add updated map of Public Improvements Property]

EXHIBIT I

MAP OF CID REVENUE AREA A AND REVENUE AREA B

CONCEPTUAL SITE PLAN

CITY OF JOPLIN
NEWTON COUNTY , MISSOURI

SHEET NUMBER
EX. 1
1 OF 1

NO.	DESCRIPTION	BY	DATE

REVISIONS

DRAWING INFO.	
DRAWN BY:	TAF
CHECK BY:	PJJ
LICENSE NO.	
DATE:	01-07-2021
FIELD BOOK:	
JOB NUMBER:	20J01001T

© COPYRIGHT ANDERSON ENGINEERING, INC. 2017

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
941 W 19TH TERR. STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-9200
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

Jan 07, 2021 – 11:18am Plotted By: MH G:\Shared drives\KC10 – Land Development\Projects\2020\20C10000 JO Hammons Large Scale Development\01 CAD\03-DWG\Base\20SHEETS\1-7-2021 32ND STREET DEVELOPMENT SHEETS\Layout: CONCEPTUAL SITE PLAN

EXHIBIT J

FORM OF CONSTRUCTION MANAGEMENT AGREEMENT

(Executed copy on file with District.)

EXHIBIT K-1

LEGAL DESCRIPTION AND MAP – MOVIE THEATER PROJECT

All that part of the Northwest Quarter and the Northeast Quarter of Section 19, Township 27 North, Range 32 West, in the City of Joplin, Newton County, Missouri, being more particularly described as follows: commencing at the northwest corner of said Section 19, thence South 88 degrees 29 minutes 34 seconds East, with the north line of the Northwest Quarter of said Section 19, a distance of 1669.62 feet; thence South 01 degree 30 minutes 26 seconds West, a distance of 40.00 feet to the intersection of the south right-of-way line of E. 32nd Street and east right-of-way line of S. Hammons Boulevard, said point being the point of beginning; thence South 88 degrees 29 minutes 34 seconds East, with the south right-of-way line of E. 32nd Street, a distance of 197.36 feet; thence South 85 degrees 37 minutes 49 seconds East, continuing with the south right-of-way line of E. 32nd Street, a distance if 200.25 feet; thence South 88 degrees 29 minutes 34 seconds East, continuing with the south right-of-way line of E. 32nd Street, a distance of 164.03 feet to a point on the southwesterly line of the Kansas City Southern Railway property; thence South 50 degrees 51 minutes 36 seconds East, with the southwesterly line of the Kansas City Southern Railway property and no longer with the south right-of-way line of E. 32nd Street, a distance of 683.53 feet; thence North 88 degrees 25 minutes 48 seconds West, and no longer with the southwesterly line of the Kansas City Southern Railway property, a distance of 1119.88 feet to a point on the east right-of-way line of S. Hammons Boulevard; thence North 12 degrees 57 minutes 24 seconds West, with the east right-of-way line of S. Hammons Boulevard, a distance of 16.19 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the right having a radius of 294.50 feet, a central angle of 14 degrees 35 minutes 05 seconds, an arc distance of 74.96 feet; thence North 01 degree 37 minutes 40 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 300.62 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the right having a radius of 29.00 feet, a central angle of 89 degrees 49 minutes 07 seconds, an arc distance of 45.46 feet; thence South 88 degrees 54 minutes 47 seconds east for a distance of 1.00 feet; thence North 01 degrees 05 minutes 13 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 6.72 feet to the point of beginning. The above-described tract contains 361,686.12 square feet, or 8.30 acres. The basis of bearing for the above real property description is Missouri State Plane West Zone, NAD 83.


SITE DATA
PROPOSED BUILDING AREA 37080 SF
PROPOSED PARKING STALLS 287
PROPOSED ASPHALT PAVEMENT 132400 SF
CID PURCHASE AREA 3.36 AC
DEVELOPER OWNED AREA 5.22 AC
(1) 24"& 21.30" RCP CULVERTS
DEVELOPER OWNED AREA
CID PURCHASE AREA
PROPOSED BUILDING 37080 SF
HAWKINS PLACE
ANDERSON ENGINEERING
B&B THEATER EXHIBIT
EX. 1

[Exhibit K-1]

EXHIBIT K-2

LEGAL DESCRIPTION AND MAP – MOVIE THEATER BUILDING PROPERTY

[Insert]

EXHIBIT K-3

LEGAL DESCRIPTION AND MAP – MOVIE THEATER PARKING LOT PROPERTY

[Insert]

EXHIBIT K-4

LEGAL DESCRIPTION AND MAP – HOTEL PROPERTY

[Insert]

EXHIBIT L

FORM OF DEVELOPMENT AND EASEMENT AGREEMENT FOR MOVIE THEATER PARKING LOT

PARKING LOT DEVELOPMENT AND EASEMENT AGREEMENT

THIS PARKING LOT DEVELOPMENT AND EASEMENT AGREEMENT (this "Agreement") is made and entered into effective as of the ____ day of _____, 2023 (the "Effective Date"), by and between the 32nd Street Place Community Improvement District, a political subdivision and Missouri community improvement district (the "District"), the 32nd Street Entertainment Community Improvement District, a political subdivision and Missouri community improvement district ("City CID"), and 32nd Street Entertainment, LLC, a Nebraska limited liability company (the "Developer" and together with the District and the City CID, the "Parties").

WHEREAS, the District was established on August 3, 2020 pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended (the "CID Act"), and the adoption of Ordinance No. 2020-113 (the "Formation Ordinance") by the City of Joplin, Missouri (the "City"), and the boundaries of the District have been subsequently modified by adding certain property and removing certain property as described in Ordinance No. 2020-193 dated December 7, 2020, Ordinance No. 2020-205 dated December 21, 2020, Ordinance No. 2021-012 dated January 19, 2021, and Ordinance No. 2021-177 dated December 6, 2021. The property currently within the District is legally described and shown on **Exhibit A** attached hereto and incorporated herein by reference (the "District Area"); and

WHEREAS, the District was established for the purposes of providing funding for the financing, design, construction, demolition, removal, renovation, reconstruction, or rehabilitation of certain improvements or portions thereof located within the District and related improvements and structures, including: (a) replacement of a portion of the former private road known as Hammons Boulevard and construction and re-alignment of Hammons Boulevard and related improvements; (b) installation of a new traffic signal at the intersection of 32nd Street and the re-aligned Hammons Boulevard; (c) other related improvements as may be required by the City or the Missouri Department of Transportation ("MoDOT") ((a), (b), and (c) are, collectively, the "Hammons Boulevard Improvements"); (d) relocation of the BKD office (the "BKD Relocation"); (e) improvements to 32nd Street; (f) improvements to 36th Street; (g) public parking lot improvements to facilitate development of a planned B&B movie theater (the "CID Parking Lot Project"); and (h) construction of three (3) regional stormwater detention basins, two (2) of which (located on those portions of the District Area described as Tract A and Tract B) to be constructed in conjunction with the Hammons Boulevard Improvements and the third (located on that portion of the District Area described as Tract C) to be constructed as a future project, all as authorized pursuant to the CID Act and Section 67.1461, RSMo (collectively, the "CID Project"); and

WHEREAS, the District, the Developer, and the City entered into that certain Amended and Restated Cooperative Agreement dated _____, 2023, as evidenced by the Memorandum of Amended and Restated Cooperative Agreement recorded with the Recorder of Deeds for Newton County, Missouri, as Instrument No. _____, in Book ____, at Page _____, as well as with the Recorder of Deeds for Jasper County, Missouri, as Instrument No. _____, Book ____, Page ____ (the "Cooperative Agreement"); and

WHEREAS, in accordance with the CID Act and as certified by the Newton County Clerk, the qualified voter within the District approved a one percent (1.0%) sales tax on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within the District Area (the "Sales Tax") for a period of thirty (30) years; and

WHEREAS, the District has pledged Sales Tax revenue generated in Revenue Area A (as defined in the Cooperative Agreement) to pay debt service on the Industrial Development Authority of the City of Joplin, Missouri (the "IDA") Sales Tax Revenue Bonds (32nd Street Place Community Improvement District Project), Series 2021, issued on March 1, 2021, in the original principal amount of $15,925,000 (the "2021

Bonds") to fund the CID Project, as well as District operating costs up to $20,000 annually, and the District intends to pay other CID Project costs and District operating costs on a pay-as-you-go basis with Sales Tax revenue generated in Revenue Area B (as defined in the Cooperative Agreement); and

WHEREAS, the City found, as stated in the Formation Ordinance, that the District is located in a Blighted Area as defined under the CID Act; and

WHEREAS, the Developer owns title to the real estate on which the Developer intends to construct, or cause to be constructed, the CID Parking Lot Project, which property is legally defined and depicted on the attached Exhibit B (the "Parking Lot Property "), pursuant to the separate Development and Management Services and License Agreement between the District and the Developer dated January 15, 2021, as amended by the Amendment to Development and Construction Management Services and License Agreement dated of even date herewith (collectively, the "Construction Management Agreement"), as part of the Developer's construction of a movie theater and related improvements on adjacent property, which property is legally defined and depicted on the attached Exhibit C (the "Movie Theater Property"). Pursuant to the Cooperative Agreement and the Purchase and Sale Agreement dated _____, 2023 (the "Purchase and Sale Agreement"), between the District and the Developer regarding the Parking Lot Property, the Developer will convey the Parking Lot Property to the District to facilitate the financing, design and construction of the CID Parking Lot Project; and

WHEREAS, the District desires to engage the Developer to carry out certain duties regarding the implementation and completion of the CID Parking Lot Project and enter into an agreement with the Developer whereby the Developer agrees to construct, improve and equip the B&B movie theater and related improvements to be located within the District (the "Private Project" and collectively with the CID Parking Lot Project, the "Project"); and

WHEREAS, the City intends to contribute $1,840,000, plus interest (the "City Funds"), to assist in the financing for the construction of the CID Parking Lot Project; and

WHEREAS, the City approved the formation of the City CID, a new community improvement district encompassing only the Movie Theater Property and sales tax revenue from the City CID will be used to reimburse the City for the City Funds pursuant to the Cooperative Agreement ("City CID Cooperative Agreement") dated as of the Effective Date among the City, the District, the City CID, the Developer, Woodsonia Joplin, LLC; and

WHEREAS, the Parties desire to enter into this Agreement to evidence the agreements of the Developer and the District in connection with the implementation and completion of the Project and to evidence the respective obligations of the Parties in connection therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Developer hereby agree as follows:

1. **Recitals and Exhibits**. The Parties incorporate by reference the WHEREAS clauses set forth above and all exhibits attached hereto as if fully set forth herein.

2. **Funding; Ownership of Property**.

(a) The District agrees to apply available proceeds of the 2021 Bonds to eligible costs of the CID Parking Lot Project as provided for in the agreements and instruments relating to the 2021 Bonds, the Cooperative Agreement, and the City CID Cooperative Agreement, including, but not limited to, the following:

(i) Acquisition costs for the Parking Lot Property;

(ii) Parking lot construction on the Parking Lot Property, including, without limitation, (1) parking lot grading, (2) asphalt paving, (3) curbs and sidewalks, (4) site lighting, (5) landscaping, and (6) access drives;

(iii) Utility lines installed in public right-of-way or easements;

(iv) Storm sewers;

(v) General grading work, to the extent allocable to items listed above or other eligible costs;

(vi) Design fees, geotech costs, developer fees, and other soft costs allocable to the items listed above or other eligible costs;

(b) Notwithstanding anything in this Agreement to the contrary, the Parties agree that the District's primary role is to fund and/or assist in the funding of the CID Parking Lot Project and that the District's payment of CID Parking Lot Project costs will be made either in accordance with separate 2021 Bond or other financing documents, or on a pay-as-you-go basis through reimbursements to the Developer or directly to third party contractors upon receipt of contracts, invoices, and other documentation as the District may reasonably request verifying CID Parking Lot Project costs incurred in accordance with the Cooperative Agreement. All payments or reimbursements by the District to the Developer under this Agreement shall be conditioned upon the appropriation by the District of funds for such payment or reimbursement in fiscal years when sufficient otherwise unencumbered revenue is available to the District to make such payments or reimbursements. In addition, the Parties acknowledge that a portion of the costs for the District's acquisition of the Parking Lot Property and for the construction of the CID Parking Lot Project costs will be funded by the City Funds as provided in the Cooperative Agreement and the City CID Cooperative Agreement.

(c) The Developer, or its affiliate Woodsonia Joplin, LLC, a Nebraska limited liability company, will convey the Parking Lot Property to the District pursuant to the Purchase and Sale Agreement and in consideration for the District undertaking the funding of a portion the construction of the public parking lot thereon. The District will own fee title to the Parking Lot Property until such time as the 2021 Bonds or any bonds issued to refinance the 2021 Bonds are fully paid and discharged, at which point the District will convey the Parking Lot Property to the Developer or its affiliate, as further provided in the Cooperative Agreement.

(d) The Developer will own the Movie Theater Property and B&B Theatres Operating Company, Inc., a Missouri corporation ("B&B"), will handle the operation, management, and maintenance of the Private Project. The Developer agrees to obtain private funding and through conventional loans or private equity, to construct and equip the Private Project within the Movie Theater Property. The Developer may also utilize eligible revenues generated under the TIF Plan (as defined in the Cooperative Agreement) to assist in the funding of the Private Project.

(e) The Developer agrees to operate and maintain, or cause the operation and maintenance of, the CID Parking Lot Project, including, but not limited to, painting and striping, snow removal and clearance, landscaping, patching and repaving, as needed from time to time. The District will grant to the Developer certain easement rights with respect to the Parking Lot Property in substantially the form of the Parking Lot Easement Agreement attached hereto as Exhibit D (the "Easement"). The District shall have no responsibility or liability for the operation or maintenance of the CID Parking Lot Project or

the Parking Lot Property or for the funding for the operation or maintenance of the CID Parking Lot Project or the Parking Lot Property.

(f) The CID Parking Lot Project shall remain open for public use at all times. Notwithstanding the forgoing, the District agrees to permit the Developer to designate certain parking spaces for use by patrons of the movie theater, movie theater personnel, or other use related to the movie theater, which designated parking spaces shall be identified by signage; provided, however, that such designated spaces shall be limited in size to ten percent (10%) or less of the square footage of the Parking Lot Property.

3. **Reserved.**

4. **Approvals; Insurance**. Prior to commencing any construction work with respect to the Project, the Developer shall procure all necessary permits and governmental approvals. The Developer shall also procure and maintain, or cause its contractors and subcontractors to procure and maintain, insurance policies of such types and in such coverage amounts as are customary for a project of this size and nature but not less than in the amount of Two Million Dollars ($2,000,000) each occurrence, and a policy providing umbrella coverage of at least Five Million Dollars ($5,000,000.00), including, but not limited to, workers' compensation insurance, employers' liability insurance, business automobile liability insurance, and commercial general liability insurance, and to further require that the District be named as an additional insured under such insurance policies. As evidence, a certificate of all such insurance policies shall be provided to the District showing the policy is in full force and effect. Such policies may not be canceled without prior notice to the District.

5. **Contractors**. For elements of the CID Parking Lot Project being funded under the CID Act, the Developer shall solicit bids from contractors, select one (1) or more contractors, and negotiate and enter into such construction contracts or other agreements necessary for construction of the CID Parking Lot Project in accordance with the Construction Management Agreement. In addition, the Developer shall comply and shall cause its contractors and all subcontractors to comply, with all applicable 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 CID Parking Lot Project.

6. **Indemnification**. The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the 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, 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 the Developer or any of its contractors, subcontractors, operators, agents, representatives or employees in connection with this Easement and the construction, operation, or management of the parking lot on the Parking Lot Property or the movie theater on the Movie Theater Property; (b) any acts of the Developer beyond the scope of the Developer's authority provided to it under this Agreement; (c) the breach by the Developer or any of its operators, agents, representatives or employees of this Agreement; (d) failure by the Developer 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 Project; (e) any dispute between and/or among the Developer and any contractor(s) or subcontractor(s) concerning the payment of or failure to pay for labor or materials in connection with the construction, operation, or management of the Project; 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, negligence, omission, or intentional act of the Developer or its agents, employees, operators, contractors, or subcontractors, to the

extent caused by the construction, operation, or management of the Project expressly authorized herein; provided, however, that the Developer need not save harmless the District from claims, demands, losses and expenses arising out or to the extent caused by the gross negligence or intentional misconduct of the District, its officers, directors or agents or by the breach of this Agreement by the District. The indemnity required hereunder shall not be limited by reason of any insurance held by the Developer. The District does not, and shall not, waive any rights against the Developer which it may have by reason of this indemnification, because of the acceptance by the District. This indemnification by the Developer shall apply to all damages and claims for damages of any kind that may arise as the result of any act, error, negligence, omission or intentional act of the Developer or its agents, representatives, employees, operators, contractors, or subcontractors, and suffered by reason of constructing, operating, or managing the Project as referred to in this Agreement, 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, the Developer shall immediately notify the District of any and all claims filed against the Developer or the Developer and the District jointly and shall provide the District with a copy of the same. The fact that the Developer carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, the Developer's duty of defense and indemnification under this Section 6. The indemnities provided in Section 6 of this Agreement, will survive the expiration or sooner termination of this Agreement.

7. **Duration**. This Agreement shall be effective for a term commencing on the Effective Date and shall expire and terminate upon the payment and discharge of the 2021 Bonds, except with respect to the obligations that survive the expiration of this Agreement as set forth in Section 6 above.

8. **Entire Agreement**. This Agreement, together with the Cooperative Agreement, the Purchase and Sale Agreement, the Construction Management Agreement, the Easement, and the 2021 Bond documents, shall constitute the entire agreement between the Parties hereto with regard to the subject matter hereof. Except for the agreements and documents referenced in the foregoing sentence and for the agreements between the Developer and B&B, 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 both Parties

9. **Relationship**. 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, the 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 the 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.

10. **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.

11. **Severability**. 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.

12. **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.

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

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

DISTRICT:

32nd STREET PLACE COMMUNITY IMPROVEMENT DISTRICT

By: _____
Giltner B. Stevens, Chair

ATTEST:

By: _____
Becky Ziegler, Records Custodian

DEVELOPER:

32ND STREET ENTERTAINMENT, LLC,
a Nebraska limited liability company

By: March 13, 2013, LLC,
a Nebraska limited liability company
Its: Manager

By: _____
Drew Snyder, Manager

CITY CID:

32nd STREET ENTERTANIMENT COMMUNITY IMPROVEMENT DISTRICT

By: _____
, Chair

ATTEST:

By: _____
_____, Records Custodian

EXHIBIT A

Legal Description of 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 01°22'35" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 225.28 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), THENCE NORTH 47°54'24" EAST, A DISTANCE OF 36.52 FEET; THENCE SOUTH 88°49'26" EAST, A DISTANCE OF 116.65 FEET; THENCE SOUTH 45°04'38" EAST, A DISTANCE OF 45.99 FEET; THENCE SOUTH 88°49'29" EAST, A DISTANCE OF 93.80 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 351 AT PAGE 2535; THENCE SOUTH 01°17'42" WEST, ALONG SAID EAST LINE, A DISTANCE OF 99.69 FEET; THENCE SOUTH 88°40'47" EAST, ALONG THE SOUTH LINE OF TWO TRACTS OF LAND DESCRIBED ON BOOK 351 AT PAGE 2535 AND BOOK 334 AT PAGE 1685 TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 334 AT PAGE 1685, A DISTANCE OF 349.37 FEET; THENCE NORTH 01°20'14" EAST, ALONG THE EAST LINE OF THE LAST MENTIONED TRACT OF LAND, A DISTANCE OF 329.70 FEET TO A POINT ON THE NORTH LINE OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 1516.61 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 1644.63 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 1117.64 FEET; THENCE NORTH 63°13'15" WEST, A DISTANCE OF 103.00 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 106.34 FEET; THENCE SOUTH 26°46'58" WEST, A DISTANCE OF 69.40 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 147.57 FEET; THENCE SOUTH 01°34'45" WEST, A DISTANCE OF 156.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 03°50'48" EAST, A RADIUS OF 1205.54 FEET, FOR AN ARC DISTANCE OF 331.08 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING INGRESS/EGRESS EASEMENT DESCRIBED IN BOOK 353 AT PAGES 13767 & 13738; THENCE SOUTH 88°27'31" WEST, ALONG THE NORTH LINE OF SAID INGRESS/EGRESS EASEMENT, A DISTANCE OF 378.02 FEET, SAID POINT BEING ON A NONTANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°37'33" WEST, A RADIUS OF 830.54 FEET, FOR AN ARC DISTANCE OF 60.97 FEET, SAID POINT BEING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 332 AT PAGE 708; THENCE NORTH 88°27'31" EAST, ALONG THE NORTH LINE OF SAID TRACT OF LAND IN BOOK 332 AT PAGE 708, A DISTANCE OF 524.91 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 01°31'29" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 759.62 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 88°25'00" WEST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 50.32 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 364 AT PAGE 3348; THENCE SOUTH 01°33'07" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 426.15 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE U.S. INTERSTATE NO. 44, AS PREVIOUSLY ESTABLISHED, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVIG A CHORD BEARING OF SOUTH 83°18'13" WEST, A RADIUS OF 5482.90, FOR AN ARC DISTANCE OF 593.34 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°31'35" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 251.82 FEET TO THE SOUTHEAST CORNER OF LOT 3, HAMMONS SILVER CREEK SUBDIVISION, AS RECORDED IN PLAT BOOK 7 AT PAGE 22; THENCE

NORTH 72°49'10" WEST, ALONG THE SOUTH LINES OF LOTS 3, 2 OF SAID SUBDIVISION AND THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 652.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 34°50'17" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 169.37 FEET; THENCE NORTH 52°54'46" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.12 FEET; THENCE NORTH 64°12'51" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.53 FEET; THENCE NORTH 74°00'08" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DSTANCE OF 86.28 FEET; THENCE NORTH 02°18'22" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 137.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HAMMONS BLVD; THENCE SOUTH 89°31'20" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 90.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'56" WEST, A RADIUS OF 1415.47 FEET, FOR AN ARC DISTANCE OF 101.08 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'57" WEST, A RADIUS OF 1365.88 FEET, FOR AN ARC DISTANCE OF 98.28 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°31'21" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANC OF 434.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 45°28'39" WEST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET; THENCE NORTH 00°28'39" WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 39.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, AND ALONG THE WEST AND SOUTH, SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 44°06'48" WEST, A RADIUS OF 67.48 FEET, FOR AN ARC DISTANCE OF 102.78 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°23'02" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 216.47 FEET TO THE NORTHWEST CORNER OF PARCEL 1 OF DRURY FIRST SUBDIVISION, AS RECORDED IN BOOK 4 AT PAGE 14; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 174.00 FEET; THENCE SOUTH 01°33'55" WEST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 40.50 FEET; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 204.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 365 AT PAGE 7078; THENCE NORTH 01°33'55" EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 195.50 FEET TO A POINT ON THE SOUTH LINE OF 36TH STREET, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°45'52" ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 36TH STREET, A DISTANCE OF 221.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652; THENCE NORTH 01°33'57" EAST, THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652, A DISTANCE OF 360.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 357 AT PAGE 873; THENCE NORTH 88°53'34" WEST, ALONG THE NORTH LINE OF THE LAST WRITTEN TRACT OF LAND AND THE NORTH LINE OF PARCEL 4, DRURY FIRST SUBDIVISION, AS RECORDED IN PLAT BOOK 4 AT PAGE 14, A DISTANCE OF 329.77 FEET; THENCE NORTH 01°16'16" EAST, ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 346 AT PAGE 2404, A DISTANCE OF 263.97 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE NORTH 88°41'12" WEST, ALONG THE SOUTH LINE OF LOT 1, DARRELL L. ROGERS 2008 TRUST ADDITION AS RECORDED IN PLAT BOOK 14 AT PAGE 1, A DISTANCE OF 283.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°15'44" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), A DISTANCE OF 701.14 FEET TO THE **POINT OF BEGINNING.**

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

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 SAID FRACTIONAL SECTION 19, A DISTANCE OF 678.82 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 571.49 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 969.71 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 969.71 FEET; THENCE NORTH 01°34'24" EAST, A DISTANCE OF 562.48 FEET TO THE **POINT OF BEGINNING**.

AND

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 SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 02°52'54" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 127.13 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 83°56'35" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 55.95 FEET; THENCE SOUTH 88°36'47" EAST, A DISTANCE OF 605.51 FEET; THENCE SOUTH 01°37'40" EAST, A DISTANCE OF 76.59 FEET; THENCE SOUTH 88°22'20" EAST, A DISTANCE OF 11.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 08°53'10" EAST, A RADIUS OF 503.07 FEET, FOR AN ARC DISTANCE OF 158.86 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°01'02" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 83.62 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 962.36 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 954.46 FEET; THENCE SOUTH 04°07'26" WEST, A DISTANCE OF 4.42 FEET; THENCE NORTH 88°36'06" WEST, A DISTANCE OF 1015.66 FEET TO THE BEGINNING OF A NON-TANGENT CURV TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 06°43'32" WEST, A RADIUS OF 320.00 FEET, FOR AN ARC DISTANCE OF 86.44 FEET; THENCE NORTH 00°49'44" EAST, A DISTANCE OF 623.79 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 33°50'51" EAST, A RADIUS OF 112.00 FEET, FOR AN ARC DISTANCE OF 128.37 FEET; THENCE SOUTH 88°40'47" EAST, A DISTANCE OF 19.16 FEET; THENCE NORTH 01°20'14" EAST, A DISTANCE OF 4.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 84°12'52" EAST, A RADIUIS OF 110.31 FEET, FOR

AN ARC DISTANCE OF 28.32 FEET; THENCE SOUTH 88°25'13" EAST, A DISTANCE OF 44.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 76°18'30" EAST, A RADIUS OF 241.50 FEET, FOR AN ARC DISTANCE OF 128.74 FEET; THENCE NORTH 63°34'59" EAST, A DISTANCE OF 18.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 71°11'32" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 37.09 FEET TO THE **POINT OF BEGINNING**. CONTAINING 346,498.22 SQ. FEET (7.95 ACRES).

BUT INCLUDING THE FOLLOWING ANNEXED PROPERTY TRACTS ADDED TO THE 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 SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 50°51'36" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 622.51 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 01°23'26" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 12.65 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 643.25 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**. CONTAINING 6,328.81 SQ. FEET (0.15 ACRES).

AND

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 SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 88°25'48" WEST, A DISTANCE OF 1101.24 FEET; THENCE SOUTH 01°34'12" WEST, A DISTANCE OF 18.92 FEET; THENCE SOUTH 88°25'48" EAST, A DISTANCE OF 1125.83 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY, A DISTANCE OF 31.02 FEET TO THE **POINT OF BEGINNING**. CONTAINING 21,064.49 FEET (0.48 ACRES)

AND

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 01°23'02" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2149.36 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 125.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°36'58" EAST, A DISTANCE OF 2.64 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVISOUSLY ESTABLISHED; THENCE SOUTH 00°28'39" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2.36 FEET TO THE BEGINNING OF CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 45°28'39" EAST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD; THENCE NORTH 89°31'21" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 352.25 FEET; THENCE SOUTH 0124'10" WEST, ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 287 AT PAGE 385, A DISTANCE OF 43.86 FEET TO THE NORTH RIGHT OF WAY OF LINE OF INTERSTATE ROUTE NO. 44; THENCE NORTH 88°36'58" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44, A DISTANCE OF 535.35 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44 AND THE EAST RIGHT OF WAY LINE OF SOUTH RANGELINE ROAD, AS PREVIOUSLY ESTABLISHED; THENCE NORTH 01°23'02" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID SOUTH RANGELINE ROAD, A DISTANCE OF 204.00 FEET TO THE **POINT OF BEGINNING**. CONTAINING 26,374.65 SQ. FEET (0.61 ACRES).

AND

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 SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.73 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 603.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°25'36" EAST, A DISTANE OF 7.35 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 15.25 FEET; THENCE NORTH 04°07'26" EAST, A DISTANCE OF 195.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 02°52'33" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 21.13 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 305.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 00°43'30" WEST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 39.93 FEET TO THE **POINT OF BEGINNING**. CONTAINING 4316.13 SQ. FEET (0.10) ACRES.

AND (PROPERTY ANNEXED IN DECEMBER 2021)

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 18 AND ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, ALL IN TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, IN JASPER AND NEWTON COUNTIES, MISSOURI, BEING GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL 20401800000047000 (3323 E 32ND STREET), SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF KANSAS CITY SOUTHERN RAILWAY; THENCE SOUTHEASTERLY, WITH THE NORTHEASTERLY LINE OF SAID PARCEL 20401800000047000 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF THE KANSAS CITY SOUTHERN RAILWAY AND THEIR SOUTHEASTERLY PROLONGATION TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18 AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE WESTERLY, WITH THE NORTH LINE OF SAID SECTION 19, TO A POINT ON THE NORTHERLY PROLONGATION OF THE EAST LINE OF PARCEL 04401900000000900; THENCE SOUTHERLY, WITH THE NORTHERLY PROLONGATION OF SAID EAST LINE, TO THE SOUTH RIGHT-OF-WAY LINE OF E. 32ND STREET; THENCE WESTERLY AND SOUTHWESTERLY, WITH THE SOUTHERLY RIGHT-OF-WAY LINE ON E. 32ND STREET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD; THENCE NORTHERLY, WITH THE NORTHERLY PROLONGATION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD, THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF E. 32ND STREET; THENCE SOUTHEASTERLY AND EASTERLY, WITH THE NORTH RIGHT-OF-WAY LINE OF E. 32ND STREET, TO THE SOUTHWEST CORNER OF PARCEL 20401800000047000 (3323 E 32ND STREET); THENCE NORTHERLY, WITH THE WEST LINE OF SAID PARCEL 20401800000047000 (3323 E 32ND STREET) TO THE POINT OF BEGINNING.

AND

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, AND ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, BEING GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 4, DRURY 1, A SUBDIVISION IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF E. 36TH STREET, THENCE SOUTHERLY WITH THE SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID PARCEL 4, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET; THENCE WESTERLY WITH THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET AND THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD; THENCE SOUTHERLY, WITH THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD, 75 FEET; THENCE WESTERLY, AND NO LONGER WITH THE EAST RIGHT-OF-WAY OF S. RANGE LINE ROAD TO A POINT ON THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD; THENCE NORTHERLY, WITH THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD, 190 FEET; THENCE EASTERLY, AND NO LONGER WITH THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD TO A POINT ON THE EAST RIGHT-OF-WAY OF S. RANGE LINE ROAD; THENCE SOUTHERLY, WITH THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD 75 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF E. 36TH STREET; THENCE EASTERLY, WITH THE NORTH RIGHT-OF-WAY OF E. 36TH STREET, TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACTS ADDED IN DECEMBER 2021 CONTAIN 291,167 SQ. FEET (6.68 ACRES).

THE ABOVE DESCRIBED DISTRICT AREA CONTAINS IN TOTAL 114.94 ACRES, MORE OR LESS.

PLUS, additional property adjacent to Rangeline Road, 32nd Street, or 36th Street that is part of the planned project of the District shall automatically become property within the District at such time as such property is dedicated to the City of Joplin or the Missouri Department of Transportation as public right-of-way by plat or other conveyance.

EXHIBIT B

Legal Description and Map of Parking Lot Property

[insert]

EXHIBIT C

Legal Description and Map of Movie Theater Property

[insert]

EXHIBIT D

Form of Easement

WHEN RECORDED RETURN ORIGINAL TO:

Becky Ziegler
Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111-3538

Title of Document:	Parking Lot Easement Agreement
Date of Document:	_____ __, 2023
Grantor:	32nd Street Place Community Improvement District, a Missouri political subdivision and community improvement district
Grantee:	32nd Street Entertainment, LLC, a Nebraska limited liability company
Grantee's Address:	20010 Manderson Street, Suite 101 Elkhorn, NE 68022
Legal Description:	See Exhibit A and Exhibit B
Reference Book and Page(s):	

PARKING LOT EASEMENT AGREEMENT

THIS PARKING LOT EASEMENT AGREEMENT (this "**Easement**") is granted and entered into as of this ____ day of _____, 2023, by 32nd Street Place Community Improvement District, a Missouri political subdivision and community improvement district ("**Grantor**"), and 32nd Street Entertainment, LLC, a Nebraska limited liability company ("**Grantee**"), whose mailing address is 20010 Manderson Street, Suite 101, Elkhorn, NE 68022.

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

WHEREAS, Grantee is the owner of that certain real property legally described and depicted on the attached **Exhibit B** (the "**Movie Theater Property**"); and

WHEREAS, Grantee anticipates constructing and operating, or causing the construction and operation of, a movie theater on the Movie Theater Property, and Grantor anticipates allowing for the construction of a parking lot and access drive to Hammons Boulevard on the Parking Lot Property; and

WHEREAS, it is the intention and desire of the parties to this Easement to create easements for access and for ingress and egress, all as set forth hereinafter, over and across the Parking Lot Property to and for the benefit of the Movie Theater Property, which easements are to be perpetual and run with the land for the benefit of Grantee and its Permittees (as defined in Section 1 below) and all future fee simple owners of the Movie Theater Property.

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

1. Access and Parking Easement. Grantor, as the owner of the Parking Lot Property, hereby grants in favor and for the benefit of the Movie Theater Property and as a burden on the Parking Lot Property a non-exclusive easement for access and parking purposes over and across the Parking Lot Property for vehicular and pedestrian traffic by Grantee and its Permittees; provided, however, that at all times during the term of this Easement, the Parking Lot Property shall remain open as public parking and accessible to the general public. Grantee shall not limit or restrict public access to and use of the Parking Lot Property for parking purposes, except that Grantee may designate certain parking spaces for use solely by patrons of the movie theater on the Movie Theater Property, movie theater personnel, or other uses related to the movie theater, which designated parking spaces shall be identified by signage; provided, however, that such designated spaces shall be limited in size to ten percent (10%) or less of the square footage of the Parking Lot Property. Such easement rights are perpetual and run with the land until this Easement terminates pursuant to Section 4 below.. "**Permittees**", as used in this Easement, shall mean the parties permitted by Grantee, or its successors in interest, to enter upon the Parking Lot Property and to use the easements granted herein, including, without limitation, Grantee's tenants, employees, agents, operators, vendors, licensees, contractors, customers, guests, invitees, and the customers, subtenants, concessionaires, employees, patrons, and invitees of

such tenants. By granting the foregoing easement rights, Grantor in no way intends to limit its right (or the right of its successors and assigns) to use the Parking Lot Property for public parking.

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 Parking Lot Property and the Movie Theater 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 Parking Lot Property or the Movie Theater 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 Parking Lot Property and the Movie Theater Property, (b) run with the land, (c) be binding upon the parties to this Easement, (d) be binding upon the Parking Lot Property to be burdened with the easements created hereby, and (e) inure to the benefit of the Movie Theater Property, 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 Parking Lot Property from Grantor to Grantee or any successor, assignee, or transferee of Grantee. The parties acknowledge that such conveyance of the Parking Lot Property will occur at such time as the Industrial Development Authority of the City of Joplin, Missouri Sales Tax Revenue Bonds (32nd Street Place Community Improvement District Project), Series 2021, issued on March 1, 2021, in the original principal amount of Fifteen Million Nine Hundred Twenty-Five Thousand and No/100 Dollars ($15,925,000.00) (the "**2021 Bonds**"), or any Obligation issued to refinance the 2021 Bonds, have been paid in full.

5. Non-Disturbance. Grantee and each subsequent fee simple owner of the Movie Theater Property shall not permanently disturb, impede, or interfere with the public use of the Parking Lot Property, free of charge, except for temporary disturbances reasonably caused by development of the Movie Theater Property and/or other adjacent property, remodeling of or repairs to the Movie Theater Property or improvements located thereon, governmental regulation and rules, and other such causes.

6. Indemnification. Grantee 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 parking lot on the Parking Lot Property or the movie theater on the Movie Theater 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 parking lot on the Parking Lot Property or the movie theater on the Movie Theater 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 construction, operation, or management of the Parking Lot Property or the Movie Theater 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 parking lot on the Parking Lot Property or the movie theater on the Movie Theater 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 parking lot on the Parking Lot Property or the movie theater on the Movie Theater 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 easements created herein by the other party hereto or by its Permittees. Each insurance policy shall name Grantor and UMB Bank, N.A., as trustee of the 2021 Bonds, 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 Newton County, Missouri.

[Remainder of page left blank intentionally. Signatures on following pages.]

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

GRANTOR:

32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT,
a Missouri political subdivision and community improvement district

By: _____
Giltner B. Stevens, Chair

ATTEST:

By: _____
Becky Ziegler, Records Custodian

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this _____ day of _____, 2023, before me, the undersigned Notary Public, in and for said state, personally appeared Giltner B. Stevens, Chair of the 32nd Street Place 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:

_____

GRANTEE:

32ND STREET ENTERTAINMENT, LLC
a Nebraska limited liability company

By: March 13, 2013, LLC,
a Nebraska limited liability company
Its: Manager

By: _____
Drew Snyder, Manager

STATE OF NEBRAKSA)
) ss.
COUNTY OF DOUGLAS)

On this _____ day of _____, 2023, before me, the undersigned Notary Public, in and for said state, personally appeared Drew Snyder, Manager of March 13, 2013, LLC, a Nebraska limited liability company, Manager of 32nd Street Entertainment, LLC, a Nebraska limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability companies and acknowledged to me that he executed the same in such capacity the within instrument on behalf of said limited liability companies, 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 limited liability companies.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PARKING LOT PROPERTY

EXHIBIT B

LEGAL DESCRIPTION AND DEPICTION OF MOVIE THEATER PROPERTY