LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 2026, by and between the **City of Joplin, Missouri**, a Missouri Municipal Corporation, hereinafter referred to as "Landlord", and **Heart of America Tournaments, LLC**, a Missouri Limited Liability Company, hereinafter referred to as "Tenant".

W I T N E S S E T H :

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the Landlord hereby lets and leases to the Tenant, the after-mentioned land and improvements located thereon, to have and hold for the following purposes and subject to the following covenants and conditions, to-wit:

1. Term and Rent. Landlord leases to Tenant and Tenant leases from Landlord, the land and improvements, described as follows:

> All of Lots Numbered 11 to 22, both inclusive, except the West Thirty (30) feet of Lots Numbered 11, 12, 13, and 14, in TAYLOR'S Addition to East Joplin Landlord, now a part of the Landlord of Joplin, Jasper County, Missouri.

Commonly known as Joe Becker Baseball Stadium with Clubhouse; and Wendell Redden Stadium, and the Gene Bassman Softball Complex, (hereinafter referred to as the "Premises"), Joplin, Missouri. The term of this Lease shall commence on January 1, 2027 and shall end December 31, 2029, unless terminated earlier than that date in accordance with the terms in this Lease Agreement. Tenant's right to occupy, possess, and use Bassman Complex is further limited to the period between Friday and Sunday. Tenant shall use the premises only for the purpose of playing baseball and softball, baseball and softball practice, promotional events, ticket and merchandise sales, and related baseball/softball events. Tenant must obtain prior written approval from Landlord for any non-baseball events. Tenant shall be allowed to occupy and use the clubhouse for business operations upon execution of this Agreement, as set forth in Section 4., below.

a. Annual Rent. Tenant shall pay to Landlord annual rent to Landlord as follows:

   i. 2027: in the amount of Fifty Five Thousand and 00/100 Dollars ($55,000.00) in monthly payments of Four Thousand Five Hundred Eighty-Three and 33/100 Dollars ($4,583.33) due on the first day of each month beginning January 1, 2027.
   ii. 2028: in the amount of Fifty Six Thousand Three Hundred Seventy-Five and 00/100 Dollars ($56,375.00) in monthly payments of Four Thousand Six Hundred Ninety-Seven and 91/100 Dollars ($4,697.91) due on the first day of each month beginning January 1, 2028.
   iii. 2029: in the amount of Fifty Seven Thousand Seven Hundred Seventy-Five and 00/100 Dollars ($57,775.00) in monthly payments of Four Thousand

Eight Hundred Twelve and 50/100 Dollars ($4,812.50) due on the first day of each month beginning January 1, 2029.

b. Utility Payment. Tenant shall pay Landlord an annual utility charge of $25,000.00 per year, payable in monthly installments of Two Thousand Eight Three and 33/100 Dollars ($2,083.33) per month. Tenant shall be responsible for all electrical utility payments at Joe Becker Wendell Redden Stadiums and the clubhouse at Joe Becker, in excess of $25,000.00, annually. At the end of the year, Landlord shall send a reconciliation invoice to Tenant for any utility amounts in excess of $25,000.00, or a refund in the event that the electric utility cost is under $25,000.00.

c. Renewal Option. Tenant shall have the right to extend the term for two, one (1) renewal periods under the same terms and conditions by written notice to Landlord given One Hundred Twenty (120) days prior to the expiration of the term, provided, however, that at the time of such notice and at the commencement of the Renewal Period, (a) Tenant remains in occupancy of the Demised Premises, and (b) no uncured Event of Default exists hereunder (and no condition exists which, with the passage of time and/or giving of notice, would be an Event of Default). The Renewal Period shall commence upon the expiration date of the initial Term. For each renewal period, annual rent and the utility surcharge shall be increased by five percent (5%).

d. Late Payment of Rent. Tenant shall pay a late charge of ten percent (10%) of any Rent not received by Landlord by the tenth day after it is due.

e. Landlord shall have the right to terminate this Lease Agreement in the event an affiliated, independent or semi-professional baseball team agrees to come to the Joplin market and play at Joe Becker Stadium, by giving 365 days' notice to Tenant.

f. Landlord may terminate this Lease Agreement at any time, with or without cause, by giving six (6) months written notice to Tenant.

2. Naming Rights. Landlord retains the exclusive right to sell, license or otherwise grant the naming rights to some or all of the stadium or any part of the Facility (the "Name"),

3. Advertising. Tenant shall have the exclusive right to post, exhibit or display any Advertising at the Stadium. Tenant shall have the responsibility for and shall be the exclusive agent for the sale and marketing of all fixed and permanent advertising in the Stadium and all temporary advertising for events sponsored by Tenant. In addition, Tenant may enter into marketing and advertising agreements with third parties, setting forth the consideration for, the manner and the method of such advertising and marketing arrangements. Tenant shall have the right to negotiate, execute and perform any and all contracts, use agreements, licenses and other agreements for the use of advertising space within the Stadium or any part thereof and all advertising rights of whatever kind or nature related thereto. All revenues derived from advertising rights or licenses shall, except as otherwise provided in this Agreement, be the property of Tenant. Landlord

reserves the right to disapprove and thus prohibit any advertising for the Facility that the City Council or the City Manager, reasonably but in their sole discretion, deems in bad taste or offensive to the City's image, or in their reasonable opinion is a source of embarrassment to the City. No tobacco, vaping or alcoholic beverage company shall be allowed.

4. Third Party Use. Tenant shall make the Stadium available for third party use on any dates that it does not have a scheduled game or event. Tenant shall make its schedule for the following calendar year available to the City and other third-party users once it is available on or before November 1 of the year prior to the next scheduling year . Tenant shall make a good faith effort to work with these third-party users to schedule their events with the expectation that these users will be able to utilize the facilities as they currently do. Third-party users include high school baseball, Joplin Sports Authority events, and the college or similar league baseball. Tenant agrees to honor all contracts that the Joplin Sports Authority has with their customers for the duration of this Agreement. Tenant shall be responsible for establishing fees for all users, to be approved by the City of Joplin Parks & Recreation Director. Parking fees shall not be charged for city-owned parking lots for these events. The City may use the Stadium for City-sponsored events each year on days that are not in conflict with the Tenant's baseball games or any previously scheduled third-party events or special events. Copies of all signed sub-lease agreements will be submitted to City of Joplin.

5. Concession Facilities. Tenant shall have exclusive use of the concession facilities during the term of the Lease as defined herein. Such right shall include the level of service, definition of the menu and pricing, selection of suppliers and vendors and subletting of concession services. Tenant shall be responsible for the replacement of or any additional concession equipment required in the future. Tenant will be allowed to use the Landlord-owned concession equipment, but must maintain equipment. Tenant is responsible for maintenance, repair, cleaning, and security of the concession areas during this time period. Maintenance is defined as keeping the premises clean and keeping all items, fixtures, and buildings in good working order and condition. Tenant may contract out concession services. Landlord shall not operate or staff concessions. Tenant is responsible for maintaining concession facilities in compliance with all applicable city ordinances. Tenant shall do an annual deep clean of the concession facilities to the satisfaction of the City.

6. Clubhouse. Subject to the terms of this Lease Agreement and Tenant not being in default, Tenant shall have exclusive use of the Clubhouse year-round, including limiting access to the facility. Landlord shall have the right to inspect the facility upon written request, and 48 hours minimum notice, and accompanied by a representative of Tenant. Landlord workers may not enter the Clubhouse building without written permission of Tenant at any time, unless an emergency exists, at which time Tenant will be immediately notified.

7. Parking Lots. Tenant shall be permitted to use the Landlord's parking lots to the South of Joe Becker Stadium and to the West of the Stadium during home games and other scheduled entertainment events each year. Landlord shall be responsible for the general maintenance of the Stadium parking areas during this time. This includes trash and litter pickup and removal and overall cleaning.

8. Assignment and Subletting. Tenant will not assign this lease in whole or in part, nor sublet all or any part of the leased premises, without obtaining the prior written consent of the Landlord. Any assignment or subletting without Landlord consent in writing shall be void.

9. Use of Premises by Tenant. Tenant shall use the leased premises for baseball and non-baseball events deemed necessary by the Tenant with the exception of events that could cause substantial damage to the field unless such damage would be repaired at the cost of the Tenant. Play may extend beyond 11:00 p.m. All field lights shall be turned off as soon as practicable thereafter. Tenant shall not perform any acts or carry on any practices that may injure the premises or be a nuisance or menace. Tenant shall obtain such state, county, and local, permits or licenses as are required for the proper operation of Tenant's business.

10. Tenant's Responsibilities. It is the intent of the parties that the Landlord will perform all maintenance, service, cleaning and care for the premises unless said duties are expressly designated to Tenant under this Agreement. This Agreement is conditioned upon Tenant's assurances that the subject ballfields and facilities shall be operated solely by Tenant and no other person, corporation, association, or legal entity whatsoever. All of Tenant's personnel and volunteers, such as, but not limited to, players, administration, umpires, scorekeepers, and ball shags, shall be the sole responsibility of Tenant. Tenant shall be responsible for ticket sales and collecting tickets at the gate and shall be entitled to all proceeds therefrom, excepted as provided for in this Agreement.

a. Tenant will not permit the premises to be damaged or depreciated in value by any act or negligence. Tenant shall use due diligence to keep faucets closed so as to prevent waste of water and flooding of premises and to promptly take care of any leakage or stoppage in any of the water, gas or waste pipes. Tenant shall make no structural alterations or improvements without written approval of the Landlord. Any construction or improvements made to the Stadium, improvements, and real estate shall remain the sole property of the Landlord.

b. Tenant will be responsible for equipment for games and tournaments such as tables, chairs, water coolers, cups, etc.

c. Equipment such as pitching screens, portable pitching mounds, portable fencing (softball), etc. are able to be used by Tenant with the responsibility of Tenant for putting up and taking down each item. And making sure all equipment is secured.

d. Tenant shall be responsible to make sure a qualified coach is present at all games and practices conducted within the facilities for supervision purposes. Site Supervisor is required for all games and tournaments.

e. It will be the responsibility of the Tenant for scheduling and paying of officials and game/tournament staff (admissions, runners, etc.)

f. Tenant shall prohibit the use of metal cleats on the artificial turf areas of the field, including but not limited to, the pitcher's mound and batter's box.

g. No sunflower seeds or seeds, and gum of any kind shall be allowed at any of the facilities.

e. Tenant will be required to present an update annually to City Council on operations which include number of games, tournaments, etc.

11. Landlord's Responsibilities.

a. Landlord shall keep the roof, structural part of the floor, walls, and other structural parts of the Stadium and building, and field lights in working order. Landlord shall maintain the turf, which means mowing, fertilizing, aerification, irrigating and disease, weed and pest control. Landlord will mow all areas outside of the Stadium.

b. Landlord will mow areas on Monday, Wednesday and Friday depending on the weather and tournament and game schedules. For weekday games, Landlord will prepare the fields games and tournaments, and this will include lining the foul lines and batters' boxes at Joe Becker, Wendell Redden and Bassman.

c. Landlord will be responsible for all cleaning of buildings, parking lots, and grounds.

d. Landlord will provide one staff person during tournament play to keep facility clean from trash. Will work closely with Tenant's Site Supervisor during games.

12. Fixtures and Alterations. Any improvements made by the Tenant that attach to the premises shall become the property of the Landlord.

13. Insurance.

a. Liability, Property and Personal Injury. Tenant shall, during the entire term of this Lease, procure and keep in full force and effect, policies of public liability, bodily injury including personal injury, death and property damage insurance with respect to the leased premises and the business operated by Tenant in the leased premises, on an occurrence basis, in which the limits of public liability shall not be less than a single limit of $1,000,000.00 per occurrence / $2,000,000.00 general aggregate. The policy shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days' prior written notice. The insurance shall be in an insurance company acceptable to Landlord and a copy of the policy or a Certificate of Insurance shall be delivered to Landlord upon execution of this Lease Agreement.

b. Business interruption. Tenant may procure and maintain in full force and effect, commencing on the date of this Agreement and continuing through the term of this Lease, at Tenant's sole cost and expense, use and occupancy or business interruption or lost income

insurance against all risk perils including flood, earthquake and terrorism, including extra expense coverage in an amount equal to no less than the annual rent payment due to the Landlord for the period of time estimated to repair or rebuild the facility after substantial damage to the Facility, plus an extended period of indemnity of not less than one hundred eighty (180) days, including contingent business interruption insurance within the business interruption insurance coverage at a sublimit of not less than $200,000.00 and indemnity period equal to that of the business interruption insurance indicated above.

c. Workers' Compensation. Tenant shall procure and maintain in full force and effect from and after the date of this Agreement, and during the term of this Lease at Tenant's sole cost and expense, workers' compensation insurance as required by the State of Missouri or Texas. Additionally, Tenant shall procure and maintain in full force and effect during the entire term of this Lease at Tenant's sole cost and expense, employer's liability coverage of not less than $1,000,000.00. Tenant shall provide Landlord with proof of worker's compensation insurance each year.

14. Environmental Provisions. Tenant covenants and agrees, effective as of the date of this Lease and continuing during the term thereof, as follows:

a. The use and operation of the demised premises shall at all times be in full compliance with the then-applicable Environmental Law;

b. Neither Tenant nor any other person shall bring onto, use, store, generate, or transport any Hazardous Materials in, on or under, the Demised Premises except in a reasonable and prudent manner so as to prevent the release or threat of release of any hazardous material on, onto, or from the demised premises and except in compliance with applicable Environmental Law;

c. Neither Tenant nor any other person shall treat, process, dispose of, recycle, or incinerate any hazardous materials on the demised premises.

15. Indemnification of Landlord. Tenant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless, Landlord, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Landlord, its agents or employees, or Tenant, its agents or employees, or any third person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Lease or any work done thereunder or business carried on by Tenant.

16. Damage or Destruction of Leased Premises. In the event that the leased premises are destroyed or damaged so as to be unfit for use by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored within three hundred sixty-five (365) days, then this Lease shall be automatically terminated. Otherwise, Landlord shall proceed at its own expense and with due diligence to restore the premises within such three

hundred sixty-five (365) days. In the event Landlord determines that the premises cannot be rebuilt or restored within three hundred sixty-five (365) days as provided hereinabove, then it shall give written notice of this decision to Tenant within fifteen (15) days from the date of the happening of such casualty, and this Lease shall terminate.

17. Default of the Tenant. In the event of any failure by Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than ten (10) days after written notice of such default shall have been given to Tenant, then Landlord, after the expiration of a seven (7) day right-to-cure period, besides other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased premises without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Should Landlord at any time terminate this Lease for any breach in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach. Tenant further agrees to indemnify Landlord for any and all costs and expenses, including attorneys' fees, incurred by Landlord in any lawsuit against Tenant to enforce the terms of this Lease.

18. Right of Entry. Landlord or Landlord's agents shall have the right to enter the leased premises upon written request, and 48 hours minimum notice, and accompanied by a representative of Tenant to make such repairs, alterations, improvements or additions as the Landlord may deem desirable, and Landlord shall have the right to enter the premises to conduct routine health inspections and other inspections as deemed necessary by Landlord.

19. Landlord's Covenant. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease. Tenant agrees to indemnify Landlord for any and all costs and expenses, including attorneys' fees in any lawsuit against Tenant.

20. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the

Landlord as follows:

City of Joplin, Missouri
Office of the City Manager
602 South Main Street
Joplin, Missouri 64801,

and to Tenant as follows:

Heart of America Tournaments, LLC
Attention: John Hartley
Email: hartball1224@hotmail.com

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

21. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this Lease Agreement, and no alteration, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

22. Headings. The headings herein are intended as guides only and shall not be construed as having any legal effect.

23. Compliance with Applicable Laws. Tenant shall comply with all applicable laws, ordinances, rules and regulations and keep in effect at all times, all material permits, licenses, and contractual arrangements as may be necessary to operate as a First Class Operation.

24. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

25. Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

26. Heirs, Successors and Assigns. Each and every obligation contained in this Lease Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

27. No Implied Waivers. The right of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

28. Cancellation or Termination. This Agreement shall govern all transactions between the parties until cancelled or terminated by the Landlord or upon expiration of this lease.

29. Mediation. Disputes, controversies, and claims arising under, out of or relating to this Lease Agreement and any subsequent amendments of, or in relation therein, including, but not limited to, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, and operation of the Stadium shall first be submitted to a licensed mediator or attorney agreed on by the parties. The parties shall make a good faith effort to resolve disputes first through mediation. However, in instances whereby litigation is necessary because an injunction and other equitable relief is sought by one of the parties, this mediation clause shall not preclude litigation in those instances. In all other instances, the parties agree that mediation shall be a condition precedent to litigation.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
Nicholas Edwards,
City Manager

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2026, before me appeared Nicholas Edwards, to me known to be the City Manager of the City of Joplin, Missouri, a Municipal Corporation, and that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council for the consideration stated therein and no other, and said Nicholas Edwards acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

_____
Notary Public

My commission expires:

_____

"**LANDLORD**"

HEART OF AMERICA TOURNAMENTS LLC, a Missouri Limited Liability Company

By: _____
John Hartley, Managing Member

"**TENANT**"

MISSOURI ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2026, before me appeared John Hartley, to me known to be the Managing Member for Heart of America Tournaments, LLC, a Missouri Limited Liability Company, for the consideration stated therein and no other, and said John Hartley acknowledged said instrument to be the free act and deed of said Company, and that the allegations contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

_____
Notary Public

My commission expires:

_____