MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This MEMORANDUM OF UNDERSTANDING AND AGREEMENT, is made and entered into this _____ day of _____, 2025, by and between the City of Joplin, Missouri, a Municipal Corporation, (hereinafter referred to as "City"), and Friends of Joplin Memorial Hall, (hereinafter referred to as "Friends"), with the City and Friends being referred to collectively as the "parties".

W I T N E S S E T H :

WHEREAS, City owns certain real estate in fee simple commonly known as Memorial Hall, (hereinafter referred to as "the Property").

WHEREAS, Friends has submitted a proposal to acquire Memorial Hall and redevelop the building, subject to several conditions and contingencies as provided herein.

WHEREAS, the parties desires to adopt this Memorandum of Understanding and Agreement (MOU) to outline their respective responsibilities and conditions that have to be met in order for Memorial Hall to be conveyed to Friends and to be fully redeveloped.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the parties do hereby agree as follows:

1. The Friends of Memorial Hall will form a not-for-profit corporation and this MOU will be assigned to that corporation at a future date. Friends of Joplin Memorial Hall shall have one board seat designated for City representative.

2. City, Friends and the local hotel industry will work with the Missouri State legislators to pass legislation at the state level that increases the lodging tax that the City of Joplin may levy from four percent (4%) to six percent (6%).

3. If this enabling legislation is passed, the City will hold a local election so that the citizens will vote on increasing the lodging tax from four percent (4%) to six percent (6%).

4. The increase to the lodging tax by the City is conditioned on the following:

(a) that the City Council realign the board seats on the Convention and Visitor's Bureau Board of Directors so that a simple majority of seats is held by members of the hotel/motel industry. This restructuring aligns with the original intent of the CVB Board with the hoteliers have a majority voice on the Board since the tax is collected directly from their customers. It is the desire of all of the parties to this Agreement that this majority of seats on the Board for the hoteliers stay in place in perpetuity; and

(b) that the two percent (2%) additional tax revenue, if the tax is passed by local voters, only be used for new capital projects to generate tourism in the City. Tax revenue may be used

for maintenance of those new capital projects as the City Council may determine. The capital projects shall be funded one at a time, with the first project being Memorial Hall.

5. Friends has submitted a detailed proposal and budget for the renovation of Memorial Hall, a copy of which is attached hereto as Exhibit 1. The proposal has an overall budget for renovations of approximately $16,740,396.00. Friends plans to apply for State Historic Tax Credits in the following estimated amounts: ($4,398,000.00), Federal Historic Tax Credits ($2,298,200.00) and New Market Tax Credits ($3,400,000.00). In addition, Friends will undertake a community fundraising campaign to raise $2,000,000.00. Upon successful fundraising, Friends of Joplin Memorial Hall will provide a financial statement certifying the completion of the $2M capital campaign, and only after the successful capital campaign will the City issue bonds. Friends is requesting city funds in the amount of $7,000,000.00. The City Funds would come solely from the revenue bonds that are issued and repaid solely from the revenue from the increase in the lodging tax as set forth above. This MOU is conditioned on the 2% lodging tax increase being law and the Joplin voters approving the tax increase. Friends would be responsible for any other funds required to complete the renovations.

6. The City will retain ownership of the land that Memorial Hall is built on and will lease the Memorial Hall building to Friends under a long-term lease for $1.00/year, or some similar arrangement so that Friends is able to apply for and obtain state and federal historic tax credits. In the event that Friends ever ceases operating Memorial Hall in the future, ownership of the building and all improvements would revert back to the City. Friends will obtain no rights to sell or lease the property to any third party in the future and any such sale or lease shall void Friends leasehold rights in the building and ownership of the building and/or leasehold in the building shall immediately revert back to City. Any deed or lease shall be recorded and shall contain reversionary language consistent with these terms and conditions.

8. After Memorial Hall is renovated, Friends will be responsible for the operation and maintenance of Memorial Hall.

9. Memorial Hall would be available for use by the City in emergency or disaster situations.

10. The American Legion would have dedicated space on the second floor Memorial Hall and the right to use the facility as it has historically. All war memorials stay on site and will be preserved during the renovation.

11. This MOU is conditioned on Connect2Culture declining its first right of refusal to purchase Memorial Hall within twenty (20) days from the date this MOU is executed by the parties, it being understood that if this Memorial Hall project does not succeed, then their right of first refusal would be reinstated.

12. Friends of Joplin Memorial Hall agree to maintain the same existing character and function of the building through renovation and preserve seating for approximately 2,200 seats and its use as a multi-use auditorium with stage. Friends shall consult with the City and the City

shall give written approval to all redevelopment and renovation plans for Memorial Hall.

13. Amendments. The covenants and obligations herein contained are the full and complete terms of this 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.

14. Assignment. This Agreement shall not be assigned by Friends to any entity without the prior written consent of the City.

15. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

16. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

17. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

18. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

19. Effective Date. This Memorandum shall be effective upon the approval of the City Council. It may be amended at any time by written agreement executed pursuant to authority granted by the City Council and the not-for-profit corporation.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
Nicholas Edwards,
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

FRIENDS OF JOPLIN MEMORIAL HALL

By: _____

Clifford Wert

ATTEST:

_____
Secretary