COPY

JOPLIN REDEVELOPMENT CORPORATION INC.

RESOLUTION NUMBER 2013-003

EXECUTED ON: JUNE 19, 2013

LIBRARY/JENNINGS GROUND LEASE

CERTIFICATE OF CORPORATE RESOLUTION OF THE JOPLIN REDEVELOPMENT CORPORATION INC.,

Resolution No. 2013-003

A RESOLUTION approving the Ground Lease by and between the Teresa J. Brown Trust, Jennico Land No. 2, LLC, Jennings and Company, LLC, and Robert M. Jennings, Inc., and the Joplin Redevelopment Corporation Inc.,; and authorizing the execution of the same by and on behalf of the Joplin Redevelopment Corporation Inc.

WHEREAS, on May 22nd, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the City of Joplin and Joplin schools; and

WHEREAS, there were hundreds of businesses affected by the tornado that negatively impacted the area's economy and its cultural and educational opportunities.

WHEREAS, the U. S. Economic Development Administration (EDA) through the Economic Adjustment Assistance (EAA) program provides post disaster recovery assistance, and

WHEREAS, the City of Joplin is eligible for EDA grant assistance in response to the negative economic and educational impacts caused by the tornado on May 22nd, 2011

WHEREAS, the EDA may allocate assistance directly to the City of Joplin to help recover from the EF-5 tornado that occurred on May 22nd, 2011.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE JOPLIN REDEVLOPMENT CORPORATION, JOPLIN, MISSOURI, as follows:

Section1. That the Ground Lease, a true and accurate copy being attached hereto and incorporated herein as Exhibit "A" be and the same is approved in a form substantially similar to that attached.

Section2. That the board delegates approval of final form of said agreement to the City Attorney and the City Manager, as a representative of the Joplin Redevelopment Corporation.

Section 3. That upon approval, the Chairman of the Board of Directors is hereby authorized and directed to execute said lease.

PASSED BY THE BOARD OF DIRECTORS OF THE JOPLIN REDEVELOPMENT CORPORATION, JOPLIN, MISSOURI, this 29th Day of January, 2013.

Ron Darby, Chairman

ATTEST:

Michael Hagan, Secretary

GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT (this "***Lease***") made and entered into this 12th day of March, 2013 ("***Effective Date***"), by and between TERESA J. BROWN, TRUSTEE OF THE TERESA J. BROWN TRUST, JENNICO LAND NO. 2, LLC, a Missouri limited liability company, JENNINGS & COMPANY, LLC, a Missouri limited liability company, ROBERT M. JENNINGS, INC., a Missouri corporation, (individually and collectively, the "***Lessor***") and JOPLIN REDEVELOPMENT CORPORATION, INC., a redevelopment corporation organized under the Missouri Urban Redevelopment Corporations Law (hereinafter referred to as "***Lessee***").

NOW, THEREFORE, in consideration of the rents to be paid and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, Lessor and Lessee hereby agree with each other as follows:

1. Premises. Each Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain real property located in Joplin, Jasper County, Missouri, as described by parcel identification number on **Exhibit A**, attached hereto and made a part hereof by this reference ("***Premises***"). Lessor and Lessee acknowledge that prior to the conveyance of each individual parcel tract making up the Premises into the Holding Company (as hereinafter defined) pursuant Section 13(c), below, the boundary of the Premises shall be legally descripted by an accurate survey and such legal description shall be attached hereto as **Exhibit B**.

2. Term. The term of this Lease shall commence fifteen (15) business days after the receipt by the Lessee and/or the City of Joplin, Missouri of the EDA Grant (as defined in Section 39 hereof) (the "***Commencement Date***"), and continuing for a period of ninety-nine (99) years from the Commencement Date (the "***Expiration Date***"), both dates inclusive, unless sooner terminated as hereinafter provided. Lessee shall promptly furnish Lessor with reasonable documentation reflecting the receipt of the EDA Grant by the Lessee and/or the City of Joplin, Missouri. If the Commencement Date has not occurred prior to June 1, 2013, this Lease shall terminate and neither party shall have any further rights or obligations hereunder. The Commencement Date shall be memorialized by written notice from Lessee to Lessor setting forth the exact Commencement Date. The phrases "term of the Lease," "term hereof," or any similar phrase as used in this Lease, shall be deemed to include the time period beginning on the Commencement Date and ending on the Expiration Date.

3. Lease Year. The first "***Lease Year***" of the term of this Lease shall be the consecutive twelve (12) month period starting on the Commencement Date. The other Lease Years of the term hereof shall be the several successive consecutive twelve (12) month periods of such Term, each such Lease Year commencing on the anniversary date of the commencement of the prior Lease Year

4. Rent.

(a) ***Rent.*** Beginning on the Commencement Date and continuing during the term of this Lease, *subject* to Section 40 herein, Lessee shall pay to Lessor annual rental on a monthly basis as follows:

Lease Years	Monthly Rent	Annual Rent
1-5	$11,364.48	$136,373.76
6-10	$12,500.93	$150,011.16
11-15	$13,751.02	$165,012.24

Lease Years	Monthly Rent	Annual Rent
16-20	$15,126.10	$181,513.20
21-25	$20,375.00	$244,500.00

Every five (5) Lease Year period thereafter	Ten Percent (10%) increase over then most recent five (5) Lease Year period.

Subject to Section 4(b) herein, all required payments of annual rental shall be paid in equal monthly installments, due and payable in advance on the first (1st) day of each and every month during the term of this Lease; *provided, however*, any monthly rental installment shall not be considered late until after the fifth (5th) day of the month. The monthly rental for any fractional month shall be prorated on a per diem basis. Subject to Section 13(c) below, all rental payments shall be paid to Jennico Land No. 2. L.L.C. c/o Edward Jones, Attn: Patrick Goodnight, 3010 S. Main St., Joplin, MO 64804, on behalf of each individual Lessor at the address designated below, unless Lessor designates another address in writing.

(b) ***Prepayment and IRS Section 467.*** This Lease is intended, and shall be treated, by the parties as a qualifying "section 467 rental agreement" under Section 467(d) of the Internal Revenue Code of 1986, as amended (the "***Code***"). The parties agree to take any and all actions, including the execution and submission of documents, reasonably necessary to preserve this Lease's status as a section 467 rental agreement. On or before the Commencement Date, Lessee shall pay to Lessor the amount of Three Million One Hundred Sixty Four Thousand One Hundred Thirty Two and 25/100 Dollars ($3,164,132.25), representing a prepayment of Lease Years 1-20 (the "***Prepayment***"). For purposes of Section 467 of the Code, and for Internal Revenue Code information reporting purposes (including but not limited to Section 6041 and 6049), the Prepayment and related allocated rents shall be amortized at a constant rental amount pursuant to **Exhibit C** (which will be based on a present value factor of one hundred and ten percent (110%) of the applicable Federal tax rate determined under section 1274(d) of the Code as of the date the Prepayment is made, and attached as Exhibit C at the time of such payment). Imputed interest on the Prepayment in accordance with Exhibit C shall be treated as interest for all purposes under the Code.

5. Title Insurance. Within ten (10) days from the Effective Date, Lessee shall obtain a commitment to issue a leasehold owner's policy of title insurance (the "***Title Commitment***") naming Lessee as the insured in the approximate amount of the appraised value of the Premises as determined by an appraisal obtained by Lessee. The Lessee shall have twenty (20) days from the date upon which Lessee receives the Title Commitment to examine same and notify the Lessor in writing of any objections thereto (the "***Review Period***"). Any exceptions or encumbrances which are set forth in the Title Commitment and to which Lessee does not object within the Review Period shall be deemed to be permitted exceptions to Lessor's title ("***Permitted Exceptions***"). With regard to items to which Lessee does object within the Review Period, Lessor may, at Lessor's option, attempt to cure such objections prior to the Commencement Date of this Lease, or Lessor may elect not to cure such objections. If Lessor is unwilling or unable to cure Lessee's objections prior to the Commencement Date, Lessee may terminate this Lease or waive its objections and proceed hereunder. The Lessee shall pay the cost for the issuance of the title commitment and title insurance premium.

6. Net Lease. It is the purpose and intent of the Lessor and Lessee that the rent provided above be net to Lessor, so that this Lease shall yield net to Lessor the rent described above, and that all costs, expenses, and obligations related to the Premises, which may arise or become due during the term of the Lease, shall be paid by the Lessee; ***provided, however***, that nothing in this Lease shall be deemed to

require the Lessee to pay or discharge any existing mortgage or any liens or mortgages of any character which may be later be placed on the Premises by the Lessor's affirmative acts. However, the Lessee shall pay and discharge any leasehold mortgage which may be placed on the Premises.

7. Taxes.

(a) ***Lessee to Pay Taxes.*** Lessee agrees to pay all "Taxes" (as that term is hereinafter defined) assessed against the Premises, and all improvements located thereon, becoming due and payable during the term of this Lease and pro rata portion of the installment of Taxes becoming due and payable during the calendar years that this Lease commences and expires, said pro rata share to be determined as of the Commencement Date and Expiration Date of this Lease and in accordance with the customary method of prorating real estate taxes in Jasper County, Missouri. Lessee shall not be obligated to pay any installment of any special assessment which may be assessed or levied during the term of this Lease, but which does not fall due and does not require to be paid until after the expiration of this Lease, except for a pro rata share of the installment becoming payable next following the expiration of this Lease.

(b) ***Taxes Defined.*** As used herein, the term "***Taxes***" shall mean all taxes, assessments, and levies, whether general or special, ordinary or extraordinary, of every nature and kind whatsoever, including water and sewer charges, gas and electric rates, and all other utility charges which may be taxed, charged, assessed, levied, or imposed at any time or from time to time during the term of this Lease by any governmental authority upon or against (1) this Lease or the rental or other sums payable by Lessee hereunder, or (2) the Premises or the operation, possession or use thereof. The term "Taxes" shall not include (and Lessee shall not be required to pay) any franchise, estate, inheritance, transfer, income, or similar tax of Lessor, including, but not limited to, any income tax imposed with respect to Lessor's income from the Premises.

(c) ***Payment of Taxes.*** The Taxes above provided to be paid by Lessee shall be paid before any delinquency can occur therein or in any part or installment thereof, and proof of payment shall be delivered promptly to Lessor. In the event that Lessee fails to pay such Taxes, Lessor may, but shall not be required to, pay the same for the Lessee's account, and such payment shall constitute and be collectible as additional rent.

(d) ***Tax Notices.*** Lessor will promptly deliver to Lessee any and all tax notices or assessments which Lessor may receive relating to the Premises or the Project.

(e) ***Tax Contest.*** Lessee has the right, by appropriate proceedings to protest or contest any assessment or reassessment for real estate and/or personal property taxes, or any special assessment, or the validity of either, or of any change in assessments or the tax rate, at Lessee's expense, and Lessor agrees to reasonably cooperate with Lessee in any such protest or contest. If Lessor is unwilling to pursue such protest or contest, then Lessee may do so in Lessor's name at Lessee's expense.

8. Insurance.

(a) ***Insurance Coverages.*** At all times throughout the term of this Lease, Lessee shall, at its own cost and expense, provide the following insurance coverages:

(1) Fire and casualty coverage insurance on all improvements either now or hereafter located on the Premises, against loss or damage by fire or other risks or perils, including vandalism and malicious mischief, as may be included in the broadest form of extended coverage insurance from time to time

available in amounts sufficient to prevent any party in interest from being or becoming a co-insurer on any part of the risk, and, in any event, an amount not less than one hundred percent (100%) of the replacement cost of said improvements.

(2) Comprehensive commercial general liability insurance against claims for personal injury, death, or property damage occurring in connection with the use and occupancy of the Premises and improvements thereon, and adjoining streets and sidewalks, and providing coverage with maximum limits of liability of not less than Two Million Dollars ($2,000,000.00) for bodily injury or death in any one occurrence, Two Million Dollars ($2,000,000.00) in the aggregate per policy year, and Two Hundred Thousand Dollars ($200,000.00) for property damage; provided, however, that such limits shall be reviewed on every fifth (5th) anniversary of the Commencement Date and shall be increased, if at all, in such amounts as are commercially reasonable for Joplin, Missouri commercial real estate based on the risks associated with the Premises and the improvements and operations thereon.

Said policy shall name the Lessor, any person, firm, or corporation designated by the Lessor, and Lessee as insureds.

(b) ***Policies.*** All policies required to be maintained by Lessee pursuant to this Section shall be affected under enforceable policies issued by insurers of recognized responsibility licensed to do business in the State of Missouri. All policies shall require that Lessor receive written notification of not less than thirty (30) days prior to any cancellation or modification of such insurance coverage and shall provide that Lessor's interest shall not be invalidated by any acts, omissions, or neglect of anyone other than Lessor. In the event that Lessee fails to timely pay any premiums with respect to said insurance, Lessor shall have the right, not the obligation, to pay such premiums and obtain said insurance, and any amounts paid by Lessor thereafter shall be deemed additional rent payable by Lessee upon demand by Lessor.

9. Construction of Improvements; Alterations.

(a) ***Construction of Improvements.*** Lessee intends to construct a 50,000-60,000 square foot building containing the Joplin public library and a multi-auditorium movie theater with related parking, street scape and other infrastructure improvements on the Premises (the "***Project***"); *provided, however,* this Lease is executed and delivered with the understanding and agreement that the Lessee is not obligated to construct any buildings or improvements on the Premises. Improvements, if any, constructed at any time on the Premises shall be constructed with good materials in a good and workmanlike manner and in accordance with all requirements imposed by law. Lessor agrees to promptly execute all applications, consents and other reasonable documents which may from time to time be required by Lessee to obtain any permits, variances, or other governmental approvals in connection with the construction of the Project on the Premises by Lessee, including, without limitation, any applications for administrative subdivisions or in any way related to the replatting of the Premises.

(b) ***Lessee to Bear Cost of Improvements.*** If and when Lessee desires to construct the Project on the Premises, the Lessee covenants and agrees that any existing improvements therein should be demolished, and that any new building or buildings will be constructed and paid for, wholly at the expense of the Lessee. Furthermore, for those portions of the Project construction of which requires compliance with RS Mo. §107.170, Lessee shall cause Lessor to be named as a co-obligee under the bonding required by such statute; for those portions of the Project construction of which does not require compliance with RS Mo. §107.170, Lessee shall furnish a payment bond naming Lessee as oblige in a penal sum not less than the contract price for the construction of such portions of the Project with a surety

or sureties listed by the United States Department of Treasury as "Acceptable Sureties." Lessor acknowledges that Lessee, at Lessee's sole cost and expense, may demolish and remove all existing improvements, including building foundations, signs and underground storage tanks, if any, located on the Premises. Lessee, at Lessee's sole cost and expense, shall grade the Premises as necessary for Lessee's intended use. Lessee shall relocate the utilities, as necessary and at Lessee's sole cost and expense. The Lessee shall not have the power to subject the interest of the Lessor in the Premises to any mechanics or materialman's lien or lien of any kind. The Lessee will not permit or suffer to be filed or claimed against the interest of the Lessor in the Premises during the continuance of this Lease, any lien or claim of any kind, and if such lien be claimed or filed, it shall be the duty of the Lessee, within thirty (30) days after the Lessor shall have been given written notice of such a claim having been filed, or within thirty (30) days after the Lessor shall have been given written notice of such claim and shall have transmitted written notice of the receipt of such claim unto the Lessee (whichever 30-day period expires earlier) to cause the Premises to be released from such claim, either by payment or by the posting of bond or by the payment to the applicable court of the amount necessary to relieve and release the Premises from such claim, or in any other manner, which, as a matter of law, will result, within a period of thirty (30) days, in releasing the Lessor and the title of the Lessor from such claim; and the Lessee covenants and agrees, within such period of thirty (30) days, to cause the Premises and the Lessor's interest therein to be released from the legal effect of such claim. The thirty (30) day requirement shall be deemed to have been complied with if Lessee, within said thirty (30) days, notifies Lessor of its intent to litigate the claim in a court of competent jurisdiction.

(c) ***Alterations.*** At any time and from time to time during the term of this Lease, Lessee, at its sole expense, may make interior, exterior, and structural alterations and additions to any portion of the Project erected on the Premises by the Lessee, ***provided that*** such additions and alterations shall be constructed expeditiously with good materials in a good and workmanlike manner and in accordance with all requirements imposed by law. All such alterations and additions made in accordance with this paragraph shall become part of the improvements located on the Premises and shall be and remain the property of Lessee during the term of this Lease.

10. Maintenance and Repair. Lessee, at its sole expense, shall keep and maintain the Premises and the Project, or any other improvements, located thereon in good repair and condition and shall make all repairs, replacements and renewals, whether structural or non-structural, foreseen or unforeseen, ordinary or extraordinary, necessary to put or maintain the Premises, and all improvements thereof, in such a state of repair and condition. Lessee shall also be responsible for all cleaning, landscaping, mowing, snow removal, and garbage and refuse removal expenses. All repairs required by this Section shall be made promptly, as and when necessary, and shall be in quality and class at least equal to the original work. In addition, Lessee shall keep the Premises, and the Project, in a safe and sanitary condition as required by all applicable governmental laws, codes, and regulations. Lessor shall not be required to maintain all or any part of the Premises or the Project.

11. Utilities. Lessee, at its sole cost and expense, shall obtain and promptly pay for all utilities services required for the operation of or furnished to or consumed on the Premises, including, without limitation, electricity, gas, water, sewer, heat, telephone, garbage collection, all meters with respect thereto, and all charges for any of the foregoing.

12. Use of Premises. The Premises shall not be used or occupied for any purpose other than that of the Project and any purpose associated therewith, without the written consent of Lessor, which shall not be unreasonably withheld, conditioned, or delayed. The Premises shall not be used by Lessee in any manner or for any purpose prohibited by law or ordinance or by the terms hereof. Lessee shall

comply with (a) all laws, orders, and regulations of the federal, state, and municipal authorities, and (b) the provisions of any insurance policies required to be maintained by Lessee with respect to the Premises. If any addition, change, repair, or other work of any nature, structural or otherwise, shall be required or ordered or become necessary at any time during the term of this Lease, with respect to the Project, because of any of the foregoing requirements, the entire expense thereof, irrespective of when the same shall be incurred or become due, shall be solely the liability of Lessee, and Lessor shall not be called upon to contribute thereto.

13. Assignment.

(a) ***Assignment by Lessee.*** Subject to subsection (b) of this Section 13, this Lease is freely assignable by Lessee, but no assignment or transfer shall be valid unless the assignee shall expressly assume and agree to perform each and every covenant of this Lease which, by the terms hereof, the Lessee agrees to keep and perform, which assumption shall be evidenced by written recordable instrument (either by joinder in the assignment itself, or by separate instrument). Such assignment be deemed valid only when a counterpart of such assignment and assumption agreement is delivered to the Lessor; provided, however, that no assignment by Lessee shall operate to relieve or release Lessee of its duties and obligations under this Lease.

(b) ***Assignment as Collateral.*** If Lessee pledges or grants a security interest in this Lease or any interest in this Lease as security to a third party (the "***Lender***"), such pledge or security interest grant shall not constitute an Assignment for purposes of this Section and Lessee shall obtain from Lender its agreement to be bound by all of the terms and provisions of this Lease, including without limitation this Section regarding future assignments. Lessor and Lessee agree that this requirement to obtain such agreement from Lender shall not apply with respect to the Economic Development Administration as a grantor of a federal grant for the Project, as further described in Section 39 herein.

(c) ***Assignment by Lessor.*** Subject to Section 25(b) herein, Lessor reserves the right to sell, assign or transfer this Lease upon the condition that in such event this Lease shall remain in full force and effect (including without limitation the rights granted to Lessee under Section 25), and subject to the performance by Lessee of all its terms, covenants and conditions, and upon the further condition that such assignee or transferee, except as assignee or transferee merely for security, agrees to perform all the terms, covenants, and conditions under this Lease to be performed by Lessor. Notwithstanding anything to the contrary herein, and without triggering Lessor's rights in Section 25(b), each Lessor may assign their respective individual rights under this Lease and convey title to each applicable parcel that makes up the Premises to a single purpose entity (the "***Holding Company***") within thirty (30) days after the earlier of: (i) satisfaction of the Lessee's contingency set forth in Section 40, below, or (ii) the Commencement Date. Upon any such sale, assignment, or transfer, other than merely as security, Lessee agrees to look solely to the assignee or transferee with respect to all matters in connection with this Lease, and Lessor shall be released from any further obligations hereunder. In the event of a sale, assignment, or transfer of this Lease by the Lessor, Lessee agrees to deliver to Lessor, at Lessor's request, a certification to any proposed assignee or transferee, certifying that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Lessee.

14. Condemnation.

(a) ***Division of Proceeds.*** If, at any time during the term of this Lease, the Premises or the Project, or any portion thereof, is taken or appropriated or condemned by reason of eminent domain, or sold to a condemning authority under threat of the exercise of such power, there shall be a division of the

proceeds and awards in such condemnation proceedings as shall be just and equitable under the circumstances. Although the title to the Project and any other improvements placed by Lessee upon the Premises will pass to the Lessor upon the termination of this Lease, nevertheless, for purposes of condemnation, the fact that the Lessee placed such improvements on the Premises shall be taken into account, and the deprivation of the Lessee's use of such improvements shall, together with the term of the remaining Lease, be an item of damage in determining the portion of the condemnation award to which the Lessee is entitled. In general, it is the intent of this paragraph that, upon condemnation after the reconstruction of the improvements, the parties hereto shall share in the award to the extent that their interests, respectively, are depreciated, damaged, or destroyed by the exercise of the right to eminent domain, or the sale of the Premises, or a part thereof, under threat of the exercise of such power. In this connection, if the condemnation is total, the parties agree that the condemnation award shall be allocated so that the then value of the Premises shall be allocated to the Lessor, and the then value of the improvements thereon shall be allocated to Lessee.

(b) ***No Termination of Lease or Abatement of Rent.*** If a portion of the Premises shall be taken by condemnation, or is sold to a condemning authority under threat of the exercise of such power, this Lease shall continue and there shall be no abatement of the rents due hereunder.

15. Indemnification.

(a) ***Indemnification of Lessor.*** Lessee shall defend all actions against Lessor and any successor of Lessor (collectively the "***Indemnified Parties***"), with respect to, and shall pay, protect, indemnify and save harmless the Indemnified Parties from and against any and all liabilities, lawsuits, damages, costs, expense (including a reasonable attorney's fees and expenses), causes of action, suits, claims, demands or judgments of any nature (a) to which any of the Indemnified Parties is subject because of Lessor's estate in the Premises, except for any such liabilities, losses, damages, costs, expenses, causes of actions, suits, claims, demands or judgments arising by reason of any defects in Lessor's title or any liens or encumbrances on the Premises created or suffered to come into existence by Lessor, other than the Permitted Exceptions, or (b) arising from (1) injury to or death to any person, or damage to or loss of property, on the Premises or on sidewalks, streets or ways within the Premises, or connected with the use, condition, or occupancy of the Premises occurring after the Commencement Date of this Lease, (2) Lessee's violation of this Lease, or (3) any act or omission of Lessee or its agents, contractors, licensees, sublessees or invitees.

(b) ***Indemnification of Lessee.*** Lessor shall defend all actions against Lessee, its affiliates, members, employees and agents and any successor of Lessee (collectively the "***Lessee Indemnified Parties***"), with respect to, and shall pay, protect, indemnify and save harmless the Lessee Indemnified Parties from and against any and all liabilities, lawsuits, damages, costs, expense (including a reasonable attorney's fees and expenses), causes of action, suits, claims, demands or judgments of any nature (a) to which any of the Lessee Indemnified Parties is subject because of Lessor's act or omission, (b) because of a misrepresentation by the Lessor of any of the representations and warranties contained herein; or (c) arising from occurrences prior to the Commencement Date of this Lease from injury to or death to any person, or damage to or loss of property, on the Premises, or connected with the use, condition, or occupancy of the Premises occurring prior to the Commencement Date hereof, except as otherwise provided in this Lease.

16. Casualty. If the Project constructed on the Premises by the Lessee shall be damaged or rendered wholly or partially untenable by fire or other casualty during the term of this Lease, no rent shall abate during such period, whether such improvements are tenable or not.

17. Surrender of Premises. In the event the Lessee does not exercise its option to purchase as set forth herein, at the expiration or earlier termination of the term of this Lease, Lessee shall surrender the Premises to Lessor in good order and repair. Subject only to the rights of any Leasehold Mortgagee (as hereinafter defined) set forth in Section 24 of this Lease or as otherwise agreed to by Lessor in writing in its sole discretion, any improvements then located on the Premises shall become the sole property of Lessor without any compensation whatsoever to Lessee. By the expiration or earlier termination of this Lease, Lessee may remove any of Lessee's trade fixtures, furniture, furnishings and other unattached personal property from the Premises, and Lessee shall repair the damage which may result to the Premises, the Project, or any improvements located thereon, from such removal. In the event Lessee fails to so remove such items, such items shall be deemed abandoned and shall be the property of Lessor. On or before the expiration or termination of this Lease, Lessee shall cause any mortgages, liens or encumbrances (including any Leasehold Mortgage) created by, through, or under Lessee to be fully discharged and released.

18. Default. The occurrence of any of the following events shall constitute a default by Lessee hereunder:

(a) Lessee's failure to pay any rental payment due hereunder within (10) days after the due date thereof. Lessor shall notify Lessee of said default in writing and Lessee shall have ten (10) days from the date of said notice to cure said default.

(b) Lessee's failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Lessee for more than thirty (30) days after written notice is sent certified mail, return receipt requested, to Lessee advising of Lessee's failure to perform;

(c) Lessee files a petition in bankruptcy or a petition or answers seeking reorganization under the federal Bankruptcy Code or any other applicable statute; or

(d) An order is entered adjudicating Lessee bankrupt or approving an involuntary petition seeking a reorganization or liquidation of Lessee under the federal Bankruptcy Code or any other applicable statute, or appointing a receiver, trustee or conservator for all or a substantial part of the property of Lessee and such order is not vacated or stayed within sixty (60) days of such entry.

19. Remedies. In the event of default by Lessee as set forth herein, in addition to other rights and remedies it may have, subject only to the rights of any Leasehold Mortgagee (as hereinafter defined) set forth in Section 24 of this Lease or as otherwise agreed to by Lessor in writing in its sole discretion, Lessor shall have the immediate right to terminate this Lease or re-enter and attempt to relet the Premises without terminating this Lease, and to remove all persons and personal property from the Premises and the improvements thereon, and store said personal property so removed in a public warehouse or elsewhere at the cost of, and for the account of, Lessee.

If Lessor, without terminating this Lease, either (a) elects to re-enter and attempts to relet the Premises, or (b) takes possession of the Premises pursuant to any notice provided by law, then it may, from time to time, make such alterations and repairs as may be necessary in order to re-let the Premises or any part thereof for such term or terms (which may he for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable. In the event Lessor elects to re-enter and attempt to relet the Premises, Lessor agrees to use reasonable efforts to mitigate damages by reletting the Premises upon such terms as may be available (but without being required to relet to a tenant whose credit, reputation, or business activities are

not of a quality comparable to, and consistent with, other owners, tenants, and users in the vicinity of the Premises). Upon such reletting, all rentals received by Lessor from such reletting shall be applied, ***first,*** to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; ***second,*** to the payment of any costs and expenses of such reletting, including, but not limited to, brokerage fees and attorney fees; ***third,*** to the payment of any rent due and paid hereunder; and ***fourth,*** the residue, if any, shall be held by Lessor and applied to the payment of future rent as the same shall become due and payable hereunder. If such rental received from such reletting during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease unless a notice of such intention is given to Lessee or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including, but not limited to, the costs of recovering the Premises, reasonable attorney fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term or the then reasonable rental value of the Premises over the remainder of the stated term, all of which amount shall be immediately due and payable from Lessee to Lessor.

The rights and remedies given to Lessor by this Section shall be deemed to be cumulative and not one of the rights and remedies shall be exclusive at law or in equity of the rights and remedies which Lessor might otherwise have by virtue of a default under this Lease, and the exercise of any such right or remedy by Lessor shall not impair Lessor's standing to exercise any other right or remedy.

20. Default by Lessor. Except as otherwise provided in this Lease, Lessor shall be in default under this Lease if any of Lessor's representations contained herein are untrue or incorrect in any material adverse respect or if Lessor fails to perform any of its obligations hereunder, and said failure continues for a period of thirty (30) days after written notice thereof from Lessee to Lessor; provided that if such failure cannot reasonably be cured within said thirty (30) day period, Lessor shall be in default hereunder only if Lessor fails to commence the cure of said failure within said thirty (30) day period and fails to cure such failure within a commercially reasonable period of time thereafter.

21. Lessee Remedies. Upon any default by Lessor specified in this Lease, Lessee, at Lessee's option, may exercise one (1) or more of the following remedies, in addition to any and all other rights and remedies provided at law or in equity:

(a) Lessee may terminate this Lease and all of Lessee's obligations hereunder;

(b) Lessee may cure any default of Lessor, at Lessor's sole cost and expense, and deduct from any one or more succeeding installments of monthly rent due hereunder the reasonable costs and expenses (including, but not limited to, disbursements) incurred by Lessee in effecting such cure or, together with interest at 4% per annum from the date of advancement by Lessee; and

(c) Lessee may maintain any and all actions at law or suits in equity or other proper proceedings (including the right to injunctive relief) to enforce the curing or remedying of such default or for damages resulting from such default.

No right or remedy herein conferred upon or reserved to Lessee is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. In addition to any other remedies provided in this Lease, Lessee shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Lessee at law or in equity.

22. Covenant of Quiet Enjoyment. Upon payment by the Lessee of the rent herein provided, and upon the observance and performance of all covenants, terms and conditions on Lessee's part to be observed and performed by Lessee, Lessee shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, though, or under the Lessor, ***subject, however***, to the terms and conditions of this Lease.

23. Holding Over By Lessee. At the expiration of the Lease term, the parties, by mutual agreement, may elect to continue the Lease term from month to month, subject to the same terms and conditions as set forth herein; ***provided, however***, that in the event of such extension of the Lease term, the Lease term as extended may be terminated by either party upon thirty (30) days' written notice to the other party. In the event Lessee or anyone else in the name of Lessee shall hold onto the whole or any part of the Premises after the expiration of this Lease, or after its forfeiture for any cause whatsoever, the Lease shall pay rent in the amount of 125% of the then current rent for every day of such holdover.

24. Lessee's Financing.

(a) Lessee shall have the right during the term of this Lease to subject its interest in the Premises to one or more mortgages, deeds of trust, assignments of lease, security agreements or other methods of financing or refinancing (hereinafter referred to as "***Leasehold Mortgage***," and any holder of which is hereinafter referred to as "***Leasehold Mortgagee***"), or to any one or more extensions, modifications or renewals or replacements thereof. Lessee shall immediately notify Lessor in writing of the name and address of any Leasehold Mortgagee. Lessor agrees to execute any form of non-disturbance agreement or any other instrument similar thereto reasonably requested by such Leasehold Mortgagee to evidence Lessor's consent hereunder.

(b) If Lessee shall be in default in the observance or performance of any covenant in this Lease, Lessor shall send a copy of the written notice of such default to the Leasehold Mortgagee at its address as provided to Lessor by Lessee. The Leasehold Mortgagee shall have thirty (30) days after delivery of such written notice from Lessor within which to cure or remove such default, and if such default cannot with diligence be cured within such period, a reasonable time thereafter, ***provided that*** the Leasehold Mortgagee promptly commences to cure the same and thereafter pursues the curing of such default with diligence. Notwithstanding any other provision of this Lease, Lessor shall not have any right pursuant to this Lease or otherwise to terminate this Lease due to such default unless Lessor shall have first given a copy of the written notice thereof to the Leasehold Mortgagee and unless the Leasehold Mortgagee shall have failed to cure or remove, or cause to be cured or removed, such default within the time required by this paragraph. Lessor shall accept performance by the Leasehold Mortgagee of any covenant, agreement, or obligation of Lessee contained in this Lease, with the same effect as though performed by Lessee.

(c) If this Lease is terminated for any reason, the Lessor will enter into a new lease ("***New Lease***") of the Premises with the Leasehold Mortgagee, or any party designated by the Leasehold Mortgagee, within thirty (30) days after the request of the Leasehold Mortgagee referred to below, for the remainder of this term of this Lease, effective as of the date of such termination, rejection, or disaffirmance, upon the same terms and conditions as set forth herein, ***provided that*** the Leasehold Mortgagee makes a written request to the Lessor for such new lease within thirty days (30) days after the effective date of such termination, rejection, or disaffirmance, as the case may be, and such written request is accompanied by a copy of such new lease, duly executed and acknowledged by the Leasehold Mortgagee or the party designated by the Leasehold Mortgagee to be the lessee thereunder, and the Leasehold Mortgagee cures all defaults under this Lease which can be cured by the payment of money and pays to Lessor all rent hereunder which would at the time of such execution and delivery be due and payable by Lessee under this Lease but for such rejection, disaffirmance, or termination. If the Leasehold Mortgagee, or the party so designated by the Leasehold Mortgagee, shall have entered into a new lease with Lessor pursuant to this paragraph, then any default under this Lease which cannot be cured by the payment of money shall be deemed cured. Any new lease made pursuant to this paragraph shall have the same priority with respect to other interests in the Premises as this Lease. The Leasehold Mortgagee's rights under this paragraph are in addition to the Leasehold Mortgagee's right to cure under Paragraph (b) of this Section. Upon entering into such New Lease, the Leasehold Mortgagee shall have the right to assign its interest in such New Lease without the consent of Lessor. The provisions of this paragraph shall survive the termination, rejection, or disaffirmance of this Lease and shall continue in full effect thereafter to the same extent as if this paragraph were a separate and independent contract made by Lessor, Lessee and Leasehold Mortgagee. From the effective date of such termination, rejection, or disaffirmance of this Lease to the date of execution and delivery of such new lease or the expiration of the period during which Leasehold Mortgagee may make a request, the Leasehold Mortgagee may, upon payment of the rent called for herein, use and enjoy the leasehold estate created by this Lease without hindrance by Lessor.

(d) If the Lessor shall elect to terminate this Lease pursuant to the provisions hereof, and if the Leasehold Mortgagee desires to obtain a new lease pursuant to Paragraph (c) of this Section but has not yet acquired Lessee's leasehold interest in this Lease, then the Leasehold Mortgagee shall have the right to postpone and extend the specified date for the termination of this Lease for a period reasonably sufficient to enable the Leasehold Mortgagee or its designee to acquire Lessee's interest in this Lease by foreclosure of its Leasehold Mortgage or otherwise as long as the Leasehold Mortgagee pays the Lessor the rent reserved hereunder during such postponement or extension. The Leasehold Mortgagee shall exercise its right to extend the termination date by providing Lessor a notice thereof prior to the termination date so specified by Lessor and tendering to Lessor any rent then in default.

(e) If any Leasehold Mortgage is in effect, Lessor will not accept a voluntary surrender of this Lease by the Lessee, and this Lease shall not be modified without the prior written consent of the Leasehold Mortgagee.

(f) The provisions of this Section 24 shall survive the termination of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section 24 were a separate and independent contract by and among Lessor, Lessee, and Mortgagee. From the date on which any Mortgagee serves upon Lessor the aforesaid Notice of the exercise of Mortgagee's right to a New Lease, Mortgage may use and enjoy the Premises without hindrance by Lessor, provided that the Mortgagee, as tenant under the New Lease, is not default thereunder.

No Leasehold Mortgagee shall become personally liable for the performance or observance of any covenants or conditions to be performed or observed by Lessee hereunder unless and until the Leasehold Mortgagee becomes the owner of Lessee's interest hereunder upon the exercise of any remedy provided for in any Leasehold Mortgage.

25. Purchase Option; Right of First Refusal.

(a) ***Option to Purchase.*** Within ninety (90) days after the fifteenth (15th) anniversary of the Commencement Date, and within ninety (90) days after each successive fifth (5th) anniversary thereafter, Lessee is hereby given the option to purchase the Premises, on the terms and conditions as set forth in this Section. Lessee shall exercise the option by notifying Lessor in writing, sent by registered or certified mail, return receipt requested, or by personal delivery, of its intention to exercise the option at any time within such ninety (90) day period. The date on which such option is received by Lessor shall be considered the date on which the option is exercised. Receipt of such notice by Lessor shall constitute a binding contract between the Lessor and Lessee to purchase the Premises. The failure by Lessee to exercise its option to purchase within any such ninety (90) day period shall constitute a waiver by Lessee of such option only as to that particular time period, and Lessee shall thereafter have successive options to purchase every five years thereafter in accordance with this Section 25(a). An assignment of the Lease pursuant to the terms hereof shall include an assignment of this option. In the event of the exercise by Lessee of its option to purchase the Premises, the following terms and conditions shall be applicable:

(1) The purchase price for the Property (the "***Purchase Price***") shall be the greater of Two Million Dollars ($2,000,000.00); or (ii) the "***Fair Market Value***" of the Premises. For purposes of this Section 25, "Fair Market Value" shall be determined by taking the average of two (2) separate appraised values determined by an independent MAI appraiser selected by the Lessor and an independent MAI appraiser selected by the Lessee, with such appraisers being required to adhere to the following limiting conditions: (i) the rights of Lessee under this Section 25 (option to purchase and right of first refusal) shall be disregarded; (ii) the Premises shall be considered to be zoned as District C-3 (commercial district), or its then-equivalent; and (iii) the appraisers shall not include in their respective appraisal any improvements made to the Premises during the term of this Lease. Each such appraisal shall be completed within thirty days of the Lessee's exercise of the option granted hereunder.

(2) Simultaneously with the notice of the exercise of the option, Lessee shall deliver One Thousand Dollars ($1,000.00) to First American Title Company in Joplin, Missouri (or a successor reputable title company doing business in Joplin, Missouri chosen by Lessee) as earnest money for the purchase of the Premises. The remainder of the Purchase Price shall be paid at Closing (as hereinafter defined) in cash or with certified funds.

(3) Lessee's rent obligation to Lessor hereunder shall cease as of the Closing Day (as hereinafter defined). No portion of rent paid or payable for any period prior to the Closing Day shall be applied to the Purchase Price; provided, however, that due to the Prepayment, Lessee shall receive a credit of $786,666.00 toward the Purchase Price if Lessee exercises its option to purchase the Premises after the fifteenth (15th) anniversary of the Commencement Date in accordance with this Section 25.

(4) Within fifteen (15) days following the date on which Lessee exercises its option, Lessor shall order at its expense a title insurance commitment from a company authorized to insure titles in the State of Missouri, showing marketable title in Lessor, free and clear of all liens and encumbrances, except for permitted exceptions, and deed(s) of trust or mortgages placed on the Premises by Lessor and Lessee, of an amount not greater than the purchase price, and which may be released at Closing (as hereinafter

defined) by the payment of money. At Lessee's option, Lessee shall have the title insurance or commitment examined within thirty (30) days after the receipt thereof and any title requirements shall be communicated to Lessor, and thirty (30) days shall be allowed Lessor to comply with such requirement(s), if it elects to do so in its sole discretion. The Lessor shall pay the search charge for said commitment, and the Lessee shall pay the owner's title insurance policy fee. Lessor shall warrant, at Closing, that there are no unpaid bills for improvements to the Premises within six (6) months prior to Closing, except for such improvements as made or caused to be made by Lessee, and that Lessor has no knowledge of any proposed street or sewer improvements or any proceedings to result in special tax bills or assessments against the Premises.

(5) The Closing (the "***Closing***" or "***Closing Day***") shall be within ninety (90) days after receipt by Lessor of a notice from Lessee exercising its option to purchase the Premises.

(6) Lessor shall convey the Premises by general warranty deed. Lessor shall also deliver at Closing, or cause to be delivered, to Lessee deed(s) of release with respect to any deed(s) of trust on the Premises.

(7) In the event a closing service is used by the parties to close the transaction, the cost of such closing service shall be shared equally by the parties.

(b) ***Right of First Refusal.*** In the event Lessor receives from a third party (the "***Third Party***"), or tenders to a Third Party, an acceptable (in Lessor's sole discretion), bona fide, arms-length offer (the "***Offer***") pursuant to which Lessor proposes to sell, convey, or assign, to the Third Party, or grant to the Third Party an option to purchase the Premises, then, as a condition to accepting the Offer from the Third Party or granting the Offer to the Third Party, Lessor shall deliver to Lessee written notice of the Offer (the "***Notice of Offer***") setting forth the name and address of the Third Party and all of the terms and conditions of the Offer along with copies of all relevant documents pertaining to the Offer. Lessor hereby grants to Lessee the right to purchase the Premises upon the same terms and conditions set forth in the Offer; provided, however, Lessee's election to exercise such right must be made, and written notice of such election shall be delivered to Lessor, within thirty (30) days after the date of receipt by Lessee of the Notice of Offer. In the event Lessee fails to exercise such right as herein provided, then such right shall be deemed waived as to the Offer, and Lessor may proceed to consummate the transaction contemplated by the Offer in accordance with the terms and conditions thereof; *provided, however,* if the transaction contemplated by the Offer is not consummated within six (6) months after the date of receipt by Lessee of the Notice of Offer upon terms and conditions that are substantially similar to those set forth in the Offer, then Lessee's rights hereunder shall be reinstated as to any subsequent Offer received by Lessor from a Third Party or tendered by Lessor to a Third Party. This Right of First Refusal shall continue in full force and effect for the Term of this Lease and shall be binding upon any success in interest to Lessor, whether by sale of the Premises or transfer of all or a portion of the entity constituting the Lessor. If Lessee exercises its right of first refusal, the sale shall close as set forth in Subsection 25(a)(4)-(7).

26. Lessor's Representations. The Lessor hereby represents, warrants, and covenants the following as of the date of the execution of this Lease:

(a) To the best of Lessor's knowledge and belief, any use storage, treatment or transportation of any Hazardous Substance which has occurred in or on the Premises prior to the date hereof has been in compliance with all Environmental Laws (as hereinafter defined). Additionally, to the best of Lessor's knowledge and belief, no release, leak, discharge, spill, disposal or emission of any Hazardous Substance

has occurred in, on, under or around the Premises, and, that the Premises are free of Hazardous Substance and in compliance with all Environmental Laws as of the date hereof.

(b) There are no adverse or other parties in possession of the Premises or any part thereof. No party has been granted any license, lease or other right relating to the use or possession of the Premises, or any part thereof, other than Permitted Exceptions set forth in the Title Commitment.

(c) Lessor is duly organized, validly existing and in good standing under the laws of the state of its origin. Lessor has full right, title, authority and capacity to execute and perform this Lease and to consummate all of the transactions contemplated herein, and the individual who executes and delivers this Lease is and shall be duly authorized to do so.

27. Non-Encumbrance. Lessor shall not encumber its fee simple interest in the Premises without Lessee's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. If Lessee gives such consent, Lessor shall obtain from any holder of a deed of trust or other encumbrance (other than the lien of real estate taxes or lien for subdivision assessments or similar fees), a non-disturbance agreement whereby such holder shall agree not to disturb Lessee's rights hereunder and Lessee shall enter into any such agreement providing for its subordination to and attornment to said holder.

28. Environmental Matters. Lessee agrees that Lessee shall not use or permit the use of all or any part of the Premises including the Project hereafter constructed thereon as (which shall for purposes of this Section be included within the term "Premises") to refine, produce, store, handle, transfer, process or transport Hazardous Material. Lessee shall not permit or suffer any other party to use all or any part of the Premises in violation of any Environmental Laws.

As used herein, the term "**Hazardous Material**" means any radioactive, hazardous, or toxic substance, material, waste, chemical, or similar item, the presence of which on the Premises, or the discharge, emission, release, or threat of release of which on or from the Premises, is prohibited or otherwise regulated by any laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the State of Missouri, and all local or governmental or regulatory authorities exercising jurisdiction over Lessee or the Premises, or which require special handling in collection, storage, treatment, or disposal by any such laws or requirements. The term Hazardous Material includes, but is not limited to, any material, substance, waste or similar item which is now or hereafter defined as a hazardous material or substance under any of the Environmental Laws. The term "**Environmental Laws**" means any and all applicable laws, ordinances, statutes, codes, rules, regulations and requirements of the United States, the State of Missouri, and all local authorities exercising jurisdiction over the Lessee or the Premises, including without limitation all rules or regulations adopted by any administrative agency, including the Environmental Protection Agency, the Occupational Safety and Health Administration, and any similar state or local agency having jurisdiction over the Premises, whether or not such rules and regulations have the force of law.

29. Memorandum of Lease. The parties shall execute a memorandum of lease for purpose of recording the same in the office of the Recorder of Deeds of Jasper County, Missouri, in the form as attached hereto as **Exhibit D**. Lessee shall be responsible for the recording fee for recording such Memorandum.

30. Broker. The parties mutually represent and warrant that no brokers were involved in this transaction. Each party indemnifies and agrees to defend and hold harmless the other party for any claim for broker fees arising from the actions of that party.

31. Binding Effect and Benefits. Subject to the conditions on assignment in this Lease, this Lease shall be binding upon, shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective heirs, successors and assigns.

32. Amendment. This Lease may not be altered, amended, or modified except pursuant to a written agreement signed by both parties hereto.

33. Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be deemed delivered on the earlier of (1) posting of registered or certified mail and addressed to the addressee at its address set forth below or at such other address as such party may have specified theretofore by notice delivered in accordance with this Section, (2) actual receipt by the addressee or (3) sending of electronic message or facsimile transmission:

If to Lessee:	Joplin Redevelopment Corporation, Inc. Ron Darby, President 602 Main St. Joplin, MO 64801 Email:
With a Copy to:	Richard E. Walters and S. Shawn Whitney Husch Blackwell LLP 901 St. Louis St., Suite 1800 Springfield, MO 65806 Email: Shawn.Whitney@huschblackwell.com
If to Lessor:	R. Michael Jennings 3317 S. McConnell Joplin, MO 64804 And Teresa Brown 2794 Deer Drive Joplin, MO 64804
With a Copy to:	Brett Roubal Baird, Lightner, Millsap & Harpool, P.C. 1901-C South Ventura Ave Springfield, MO 65804 Email: broubal@blmhpc.com

34. Waiver. Either party hereto may waive any requirement, covenant, condition or obligation to be performed by the other party, ***provided that*** such waiver shall be in writing and executed by the party waiving the requirement, covenant, condition or obligation and shall be specifically

designated as a waiver hereunder with reference to the applicable Section and Paragraph of this Lease. Except as hereinabove provided, a waiver by a party of any breach of any term, covenant or condition contained herein to be performed by a party, or the delay, forbearance, indulgence or failure of a party in exercising any right hereunder on account of such breach, or the partial exercise of such right, shall not be deemed a waiver of any subsequent breach of the same term or any other term, covenant or condition hereof.

35. Construction of Agreement. If a court of competent jurisdiction determines it necessary to construe this Lease, or any provision herein, to aid in the determination as to the obligation of the parties hereto, this Lease shall not be construed more strictly against one party than against the other party by virtue of the fact that it may have been prepared by one or more parties or its attorneys, it being recognized that both parties have contributed substantially and materially to the preparation of this Lease.

36. Attorney Fees. If legal action or other proceedings are brought for the enforcement of this Lease because of an alleged breach, default or misrepresentation in connection with the provisions hereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in such action or proceeding from the unsuccessful party in addition to any other remedy to which it may be entitled, and the unsuccessful party covenants and agrees to pay to the prevailing party the same.

37. Governing Law. This Lease shall be construed and interpreted in accordance, and governed by, the laws of the State of Missouri.

38. Reserved.

39. Governmental and Investor Further Assurances. Lessor acknowledges that the development and construction of the Project will be partially funded from the proceeds of an Economic Development Grant (the "***EDA Grant***") from the 2012 Disaster Relief Opportunity provided by the Economic Development Administration ("***EDA***") arising out of the Joplin tornado of 2011. Lessor agrees that it will promptly cooperate with all commercially reasonable requests of the EDA, any other governmental agency, or lender arising out of or in any way related to the EDA Grant, but shall not be required to spend any out-of-pocket monies with regard to such cooperative acts.

40. EDA Grant; Inspection Period. The Lessee may elect to terminate this Lease, in its sole discretion, at any time prior to the Commencement Date if: (i) Lessee's application for the EDA Grant is rejected by the EDA or (ii) at any time within ninety (90) days of the Effective Date (the "***Inspection Period***"), Lessee determines, for any reason, that the Premises is not suitable for Lessee's intended development and construction of the Project. During the Inspection Period, Lessor shall grant Lessee reasonable access to the Premises for Lessee to perform any physical, environmental (including drilling borings), or mechanical inspections on the Premises. If Lessee elects to terminate this Lease during the Inspection Period pursuant to this Section 40, Lessee shall provide written notice to the Lessor and upon delivery of such notice of termination, this Lease shall be null, void, and of no further force and effect.

41. Counterparts. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Lease may be executed by facsimile or electronic (PDF) transmission.

Signatures appear on the following page.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LESSOR:

JENNICO LAND NO. 2, L.L.C., a Missouri limited liability company

By: R. Michael Jennings
Name: R. MICHAEL JENNINGS
Title: MANAGER

JENNINGS AND COMPANY, LLC, a Missouri limited liability company

By: Teresa J. Brown Trust
Name: Teresa J. Brown
Title: Member

ROBERT M. JENNINGS, INC., a Missouri corporation

By: R. Michael Jennings
Name: R. MICHAEL JENNINGS
Title: President

THE TERESA J. BROWN TRUST

By: Teresa J. Brown
Name: Teresa J. Brown
Title: Trustee

LESSEE:

JOPLIN REDEVELOPMENT CORPORATION, INC., a redevelopment corporation organized under the Missouri Urban Redevelopment Corporations Law

By: _____
Ron Darby, Chairman of the Board of Directors

EXHIBIT A

PARCEL ID

Parcel ID	Owner	Approximate Acreage
19101230013006000	Jennings & Company, LLC	.22
19101230013005000	Jennings & Company, LLC	.37
19101230013004001	Jennico Land No. 2, L.L.C.	.28
19101230013009000	Jennings and Company, LLC	.61
19101230013011000	Robert M. Jennings, Inc.	.12
19101230013004000	Jennico Land No. 2, L.L.C.	1.88
19101230013017002	Jennico Land No. 2, L.L.C.	.55
19101230013014000	Jennico Land No. 2, L.L.C.	.21
19101230013010001	Teresa Brown Trust	.33
19101230013013000	Teresa Brown Trust	.613
19101230013015000	Jennings & Company, LLC	.20

EXHIBIT B

LEGAL DESCRIPTION

(to be supplemented upon completion)

EXHIBIT C

SECTION 467 ALLOCATION

EXHIBIT D

FORM OF MEMORANDUM OF GROUND LEASE AGREEMENT

MEMORANDUM OF GROUND LEASE AGREEMENT

MEMORANDUM OF GROUND LEASE AGREEMENT ("*Memorandum*"), made and entered into this 1st day of March, 2013, by and between TERESA J. BROWN, TRUSTEE OF THE TERESA J. BROWN TRUST, JENNICO LAND NO. 2, LLC, a Missouri limited liability company, JENNINGS & COMPANY, LLC, a Missouri limited liability company, ROBERT M. JENNINGS, INC., a Missouri corporation, (individually and collectively, the "*Lessor*") and JOPLIN REDEVELOPMENT CORPORATION, INC., a redevelopment corporation organized under the Missouri Urban Redevelopment Corporations Law (hereinafter referred to as "*Lessee*").

1. Effective of even date herewith, Lessor and Lessee have executed and delivered an agreement entitled **Ground Lease Agreement** (the "*Lease*"), wherein Lessor has leased to Lessee, and Lessee has taken from Lessor, subject to the terms, covenants, and conditions therein contained, a certain parcel of real property (the "*Premises*") situated in the City of Joplin, Jasper County, Missouri, as more particularly described on **Exhibit A**, attached hereto and made a part hereof by this reference.

2. Pursuant to the terms and conditions of the Lease, the Lessee has entered into possession of the Premises. The term of the Lease (the "*Lease Term*") commences _____, 201_ and continues until _____, 20___.

3. Under the terms of the Lease, the Lessor has granted to the Lessee an option to purchase and a right of first refusal on the Premises, on the terms and conditions set forth therein.

4. The purpose of this Memorandum is to give notice to all persons that Lessee has an interest in the Premises, and is in possession of the Premises. This Memorandum shall be recorded in the Office of the Recorder of Deeds for Jasper County, Missouri, in lieu of recordation of the Lease.

Signatures appear on the following pages.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

LESSOR:

THE TERESA J. BROWN TRUST

By: Teresa J. Brown
Name: Teresa J. Brown
Title: Trustee

JENNICO LAND NO. 2, L.L.C., a Missouri limited liability company

By: R. Michael Jennings
Name: R. MICHAEL JENNINGS
Title: MANAGER

JENNINGS AND COMPANY, LLC, a Missouri limited liability company

By: Teresa J. Brown Trust
Name: Teresa J. Brown
Title: Member

ROBERT M. JENNINGS, INC., a Missouri corporation

By: R. Michael Jennings
Name: R. MICHAEL JENNINGS
Title: President

STATE OF MISSOURI)
) ss.
COUNTY OF Jasper)

Now on this 22 day of February, 2013, before me a Notary Public in and for the State of Missouri, County of Jasper, personally appeared Teresa J. Brown, known to me to be the person who executed the foregoing instrument, and acknowledged to me that she executed the same for the purposes therein stated.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Cindy Herr
Notary Public

CINDY LOU HERR
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: March 10, 2014
Commission Number: 10398088

STATE OF MISSOURI)
) ss
COUNTY OF Jasper)

Now on this 22 day of February, 2013, before me a Notary Public in and for the State of Missouri, County of Jasper, personally appeared R. Michael Jennings to me personally known, who being by me duly sworn, did say that he is Manager of Jennico Land No. 2, L.L.C., a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company, and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Cindy Herr
Notary Public

CINDY LOU HERR
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: March 10, 2014
Commission Number: 10398088

STATE OF MISSOURI)
) ss
COUNTY OF Jasper)

Now on this 22 day of February, 2013, before me a Notary Public in and for the State of Missouri, County of Jasper, personally appeared Teresa J Brown, to me personally known, who being by me duly sworn, did say that she is member of Jennings and Company, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company, and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Cindy Herr
Notary Public

CINDY LOU HERR
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: March 10, 2014
Commission Number: 10398088

STATE OF MISSOURI)
) ss
COUNTY OF Jasper)

Now on this 22 day of February, 2013, before me a Notary Public in and for the State of Missouri, County of Jasper, personally appeared R. Michael Jennings to me personally known, who being by me duly sworn, did say that he is President of Robert M. Jennings, Inc., a Missouri corporation, and that said instrument was signed on behalf of said corporation, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

CINDY LOU HERR
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: March 10, 2014
Commission Number: 10S98038

Cindy Lou Herr
Notary Public

LESSEE:

JOPLIN REDEVELOPMENT CORPORATION, INC., a redevelopment corporation organized under the Missouri Urban Redevelopment Corporations Law

By: _____
Ron Darby, Chairman of the Board of Directors

STATE OF MISSOURI)
) SS.
COUNTY OF Jasper)

On this 1st day of March, 2013, before me appeared Ron Darby, to me personally known, who, being by me duly sworn did say that he Chairman of Joplin Redevelopment Corporation and that the foregoing instrument was signed in behalf of said Corporation, and said Chairman acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Kimberly S. Hounschell
Notary Public

KIMBERLY S. HOUNSCHELL
NOTARY PUBLIC
NOTARY SEAL
#12536153
JASPER COUNTY
STATE OF MISSOURI
MY COMMISSION EXPIRES 7-20-2016