

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 2018, by and between the CITY OF JOPLIN, MISSOURI, a Missouri Municipal Corporation, hereinafter referred to as "Landlord", and JOPLIN SPORTS & ENTERTAINMENT, LLC, a Missouri Limited Liability Company, hereinafter referred to as "Tenant".

WITNESSETH:

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, known as Joe Becker Baseball Stadium 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.”

(hereinafter referred to as the “Premises”), Joplin, Missouri. The term of this Lease shall (the “Term”) commence on January 1, 2019, and shall be for a period of five (5) years, ending December 31, 2023, unless terminated earlier than that date in accordance with the terms in this Lease Agreement. Tenant shall use the premises only for the purpose of playing baseball, baseball practice, promotional events, ticket and merchandise sales, and related entertainment 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 Base Rent. JSE shall pay to City on or before January 15, 2019, the amount of Thirty-Five Thousand Dollars (\$35,000.00) (“Base Rent”). Each subsequent year, Base Rent shall be paid in full on or before January 15th of that year.
- b. Additional Rent. As additional rent (“Additional Rent”) JSE shall pay to City for each complete Lease Year the sum of:
 - i. Ticket fee. \$0.75 cents per paid ticket of \$4.00 or more on all events at the Facility, excluding season, suite and group ticket sales, shall be paid to the City and reconciled on a monthly basis. Group ticket sales are defined as a group buying twenty (20) or more tickets for a single game. Mini-ticket packages are subject to this ticket fee and are defined as multiple game tickets for the same seat totaling less than a full season ticket (56 games).
 - ii. Utility Surcharge. JSE agrees to pay an annual \$10,000.00 utility surcharge on or before July 15th of each year of the Term of the Lease, beginning in 2019.

- iii. Success Fee. In the event that JSE exceeds turnstile attendance of 75,000 people in a calendar year, JSE shall pay the City \$10,000.00 in additional rent due on or before October 15th of that calendar year. Turnstile attendance means all people that come through the gates, including season ticket holders, suite, group, complimentary, and all other tickets.
 - iv. Outside events. For all ticketed events outside of professional baseball, and excluding youth baseball, JSA events and Outlaws baseball, JSE shall pay \$500.00 per day and the ticket fee of \$0.75 per ticket sold over \$4.00 shall be remitted to the City as additional rent.
 - v. Naming rights. JSE shall have the right to sell the Field naming rights and shall equally split all of the proceeds it receives from the naming rights, less any fees that are required to install the sign or signage on the stadium. The Stadium shall at all times retain the name of Joe Becker Stadium, but the parties agree that the Field naming rights can be used in any advertising or promotion of professional baseball. Payment of this additional rent shall be made upon receipt of the naming right fees by JSE.
- c. Renewal Option. JSE shall have the right to extend the term for one (1) renewal period of five (5) years (the “Renewal Period”) under the same terms and conditions by written notice to City (the “Renewal Notice”) given no earlier than 18 months nor later than 12 months 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) JSE 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.
 - d. Late Payment of Rent. JSE shall pay a late charge of ten percent (10%) of any Base 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 baseball team agrees to come to the Joplin market and play at Joe Becker Stadium, by giving 365 days notice to Tenant.

2. Naming Rights. JSE shall have 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”), subject to any baseball franchise regulations, on such commercially viable terms and conditions as JSE shall determine (the “Naming Rights”). The City reserves the right to disapprove and thus prohibit any name for the Facility (including any name for the concourses or other part of the Facility) that the City Council, reasonably but in its sole discretion, deems in bad taste or offensive to the City's image, or in the reasonable opinion of the City Council is a source of embarrassment to the City. Notwithstanding the foregoing, the name of any Fortune 1000 company (with the exception of any tobacco or alcoholic beverage company or company which promotes entertainment that in the reasonable opinion of the City Council could be a source of embarrassment to the Joplin community) shall be deemed a City approved name for purposes of this Section 4.3 and, in addition, any bank,

airline, sporting goods or apparel or soft drink company, shall be deemed a City approved name. If JSE wishes to sell or license the Naming Rights to a tobacco or alcoholic beverage company, then JSE may propose such company to the City for its approval. All revenue in respect to Naming Rights for the Facility received by JSE shall be split in accordance with Section 1(b)(v). The Naming Rights shall include naming the baseball “field” or “park” or “ballpark”, but not the Stadium, which shall retain its name of Joe Becker Stadium. In the event the Naming Rights to the Facility are not sold pursuant to this Section 4.3, JSE agrees that the Facility shall be referred to as “Joe Becker Stadium”. If JSE is unable to secure naming rights to the Stadium on or before February 1, 2019, then the City will have the right to secure naming rights, subject to the split in revenue described herein.

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.

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 October 31, of the preceding year. Third-party users include high school baseball, Joplin Sports Authority events, and the Outlaws Baseball organization. Tenant agrees to use the current rent charges used by the Landlord for third-party users and agrees not to increase the rent charged for these third-party users during the initial term of this Lease. Tenant shall keep all rental revenue. Parking fees shall not be charged for city-owned parking lots for these events.

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 shall 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.

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. Tenant shall be able to begin utilizing the

Clubhouse for business operations on April 1, 2018, and shall be responsible for all utilities for the incurred for the Clubhouse beginning April 1, 2018, with Landlord to be responsible for all utilities beginning January 1, 2019.

7. Parking Lots. Tenant shall be permitted to use the Landlord's parking lots to the South of the Stadium and to the West of the Stadium during home games and other scheduled entertainment events each year. Tenant 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. Landlord shall barricade off certain spots in front of the Stadium consistent with the operation in 2015 and 2016.

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. Change in Ownership. Tenant shall not transfer, sell, or change majority ownership of its independent baseball organization without thirty (30) days' written notice to the Landlord and approval by the City Council, which subject to financial review, will not be unreasonably withheld. As a condition precedent before seeking City approval, Tenant shall have obtained the approval of the change of ownership by the Southwest League.

10. Financials. Landlord's Finance Director shall have the right to inspect the ticket and attendance records of the Joplin Sports & Entertainment LLC, upon written request.

11. Use of Premises by Tenant. Tenant is a professional baseball team playing in the Southwest League and the leased premises shall be used 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 12:00 a.m. midnight, provided, however, that a new inning may not start after 12:00 a.m. midnight in accordance with Southwest League established rules as now in effect or hereafter modified by the League. 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.

12. Tenant's Responsibilities. It is the intent of the parties that Tenant perform all maintenance, service, cleaning and care for the premises unless said duties are expressly designated to Landlord 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. Additionally, Tenant, at its own expense, shall maintain premises in its present condition:

a. Tenant shall, at its own expense, care for and maintain leased premises in a reasonably safe and serviceable condition. Tenant shall furnish its own interior and exterior

decorating. 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 shall maintain the turf, which means mowing, fertilizing, aerification, irrigating and disease, weed and pest control all in accordance with the current standards of Joe Becker Stadium. Landlord will provide the fertilizer and the mowers. Landlord and Tenant agree to properly document and share information and work together regarding the turf management program (fertilizer, disease and weed applications). Tenant shall keep the areas inside the Stadium and Clubhouse mowed and free of trash. Landlord will mow all areas outside of the Stadium.

c. Tenant shall replace light bulbs and repair wiring, but shall not replace fixtures, excluding field light bulbs.

d. Tenant shall make operational repairs to equipment and buildings as needed for damage caused by Tenant's use of the Stadium.

e. Tenant shall make operational repairs to fencing for damage caused by Tenant use of the Stadium.

f. Tenant shall not allow trash of any kind to accumulate on said premises on the grounds, or the front, side, or rear thereof.

g. , and Tenant shall be responsible for any maintenance or repair expenses under \$500.00. Landlord shall be responsible for all maintenance and repair expenses exceeding \$500.00.

h. On the last day of the term, Tenant shall return the facility to the Landlord in the same condition as the first day of the term, normal wear and tear excluded. Tenant shall not be obligated to paint the facility.

i. Landlord shall train Tenant on how to maintain the artificial turf and Tenant shall perform maintenance on the turf as recommended by the manufacturer.

13. Landlord's Responsibilities. 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 have the right to enter the premises during normal business hours, when accompanied by Tenant's staff, to inspect the grounds to determine compliance with the Tenant's obligations. Landlord agrees that it shall not provide financial assistance or other incentive for any other professional paid baseball team wishing to locate within the City or within fifty (50) miles thereof during the term of this Lease. However, Tenant understands and agrees that the Landlord (City) is a Missouri Municipal Corporation, and as such, cannot prohibit any other professional paid baseball team from locating in the area or utilizing any facility owned by the Landlord provided such other team pays all applicable rents and fees as required of other users. Landlord shall provide trash pick-

up during the term of the Lease conditioned on the trash being in trash bags and brought to the edge of the property for pick up.

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

15. 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.

16. 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;
 - d. If Tenant elects to bring, use, store, generate or transport specific hazardous materials on the demised premises in connection with the business and operations conducted by Tenant, Tenant shall:
 - i. Use, store, dispose of, and transport such hazardous materials in accordance with applicable Environmental Law;
 - ii. Prepare and maintain accurate and detailed records with respect to such hazardous materials as required by applicable Environmental Law or environmental permits;
 - iii. Prepare and submit all reports with respect to such hazardous materials as required by applicable Environmental Law or environmental permits; and
 - iv. Furnish to Landlord upon request a copy of all records and reports with respect to such hazardous materials.
 - e. Tenant shall not construct or install any underground or aboveground storage tanks in, on, or under the demised premises without prior written consent of Landlord.
 - f. Tenant shall regularly inspect the demised premises to monitor and assure that the demised premises are at all times in full compliance with applicable Environmental Law.
 - g. Tenant shall protect to the best of its ability the demised premises against intentional or negligent acts or omissions of third parties which might result, directly or indirectly, in the release of hazardous materials on the demised premises in violation of applicable Environmental Law and if Tenant fails to take appropriate action (as determined by Landlord) to protect the demised premises within fifteen (15) days after written notice from the Landlord, then the Landlord may, but shall not be obligated to, take such action Landlord considers necessary or appropriate, at the expense of Tenant, to protect the demised premises against the release of hazardous materials in violation of the applicable Environmental Law as a result of the intentional or negligent acts or omissions of third parties. Nothing herein shall be construed so as to relieve any party from liability for any act or omission.
 - h. If any hazardous materials are released in, on, under, or from the demised premises during the term of this Lease, Tenant shall immediately (within 24 hours of discovery) notify the Landlord and all applicable governmental agencies having competent jurisdiction of the occurrence of the release of hazardous materials. Tenant shall immediately furnish or make available to the Landlord and

governmental entities all information, documents, and communications, whether electronic or in hard copy.

- i. Tenant shall treat, store, dispose of and transport the hazardous materials, including any contaminated soil, water and other environmental media at the sole cost of the Tenant and in accordance with applicable Environmental Law.
- j. In the event that Tenant fails to immediately commence on a timely basis and/or diligently prosecute an appropriate response action, at the expense of Tenant, Landlord shall have the right, but not the obligation, to conduct all response action at the expense of Tenant that Landlord considers necessary or appropriate under applicable Environmental Law and Environmental Permits, to clean up the hazardous materials that have been released in, on, or under, the demised premises. Tenant shall have no responsibility for correcting or remediating any environmental condition with respect to the demised premises that existed prior to the date of this lease.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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:

Joplin Sports & Entertainment, LLC
c/o Mark Schuster
4117 William Dehaes Drive
Irving, TX 75038

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.

23. 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.

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

SIGNATURE PAGE TO FOLLOW.

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: _____
Samuel L. Anselm,
City Manager

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

"LANDLORD"

JOPLIN SPORTS & ENTERTAINMENT, LLC.

By: _____
Mark Schuster,
Managing Member

ATTEST:

Secretary

"TENANT"

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

Notary Public

My commission expires:
