

FIRST AMENDMENT TO COOPERATIVE AGREEMENT

THIS FIRST AMENDMENT TO COOPERATIVE AGREEMENT (“Amendment”) is made as of the ___ day of _____ 2018, by and among Northpark Mall/Joplin, LLC (the “Developer”), the City of Joplin, Missouri (the “City”) and the Northpark Lane Community Improvement District (the “CID”).

RECITALS

WHEREAS, Developer, City and the CID entered into that certain Cooperative Agreement, dated as of June 20, 2016 (the “Cooperative Agreement”);

WHEREAS, Developer, City and the CID desire to amend certain provisions of the Cooperative Agreement to reflect changes to the project budget.

NOW, THEREFORE, in consideration of the foregoing and the agreements and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer, City and the CID hereby agree to amend the Cooperative Agreement as follows:

1. The Section 4 is hereby deleted in its entirety and revised to read as follows:

Section 4. Costs of District Project and District Services. As set forth in Section 3.C of the Petition, the total estimated costs of the District Project and District Services (excluding financing, professional fees and expenses, underwriting, and issuance costs related to District Obligations) is Ten Million Dollars (\$10,000,000) and the breakdown of the costs is attached hereto as Exhibit A and incorporated herein by this reference. The District may only use the District Sales Tax and/or proceeds of District Obligations to finance and/or reimburse the Developer for the categories of costs set forth on Exhibit A. Savings in the amount expended with respect to any specific line item in the attached breakdown of costs may be used to fund cost overruns in another line item. Any increase in the estimated costs of the District Project and District Services above Ten Million Dollars (\$10,000,000) (plus financing, professional fees and expenses, underwriting and issuance costs related to District Obligations) will require approval by the parties as an amendment to this Agreement.

2. Exhibit A as included in the Cooperative Agreement shall be deleted in its entirety and replaced with Appendix 1 as attached hereto and incorporated herein by this reference.
3. Except as amended hereby, the Cooperative Agreement is ratified and confirmed and remains in full force and effect.

[Remainder of page intentionally left blank; signature page follows.]

NORTHPARK MALL/JOPLIN, LLC

By: **CBL SubREIT, Inc.**, its chief manager

By: _____

Name: Jeffery Curry

Title: Chief Legal Officer

ACKNOWLEDGMENT

STATE OF TENNESSEE)
) SS.
COUNTY OF HAMILTON)

On this _____ day of June, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **JEFFERY CURRY**, to me personally known, who, being by me duly sworn, did say that he is the Chief Legal Officer of CBL SubREIT, Inc., the chief manager of **NORTHPARK MALL/JOPLIN, LLC**, and that said instrument was signed in behalf of said company by authority of its members, and said officer acknowledged said instrument to be the free act and deed of said company.

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

Name: _____

(SEAL)

My commission expires: _____

APPENDIX 1

Completed Work

Paving and Concrete	-	\$4,970,900
Landscaping	-	<u>234,600</u>
Completed Total	-	\$5,205,500

Remaining Work

Storm Sewer Replacement	-	\$1,200,000
Sanitary Sewer Replacement	-	800,000
School Pathway	-	700,000
Site Lighting and Electrical Outlets	-	400,000
Paving	-	200,000
Landscaping	-	100,000
Security Cameras for Parking Lot	-	500,000
Addition of Green Space	-	500,000
Contingency	-	394,500
Remaining Total		<u>\$4,794,500</u>
Total CID Work		\$10,000,000

Soft Costs

Financing, Professional Fees and
Expenses, Underwriting, and
Issuance Costs

TBD

[END OF DOCUMENT]