
PERFORMANCE AGREEMENT

Dated as of December 1, 2019

BETWEEN

THE CITY OF JOPLIN, MISSOURI

AND

CASEY'S MARKETING COMPANY

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of December 1, 2019, as from time to time amended and supplemented in accordance with the provisions hereof (this “Agreement”), between the **CITY OF JOPLIN, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the “City”), and **CASEY’S MARKETING COMPANY**, an Iowa corporation (the “Company”).

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend, improve and equip certain “projects” (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable;

2. Pursuant to the Act, the City Council passed an ordinance (the “Ordinance”) on December 2, 2019, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Hearthstone Project), Series 2019, in the maximum principal amount of \$51,400,000 (the “Bonds”), for the purpose of acquiring, constructing, improving, purchasing, equipping and installing a warehouse and distribution facility on approximately 40 acres of land located at 2715 Prosperity Road in the City (the “Project Site”), including such land and the associated buildings, structures and fixtures (the “Project Improvements”) and equipment (the “Project Equipment,” with the Project Site, the Project Improvements, and the Project Equipment collectively being the “Project”);

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture with UMB Bank, N.A. (the “Trustee”) for the purpose of issuing and securing the Bonds, as therein provided, and to enter into a Lease Agreement of even date herewith (the “Lease Agreement”), under which the City will acquire, purchase, construct, improve and equip the Project and will lease the Project to the Company, as tenant under the Lease Agreement, in consideration of rental payments by the Company which will be sufficient to pay the principal of and interest on the Bonds; and

4. In connection with the foregoing, the City desires to enter into this Agreement with the Company, in consideration of the Company’s desire to cause the purchase, construction, improvement, equipping and installation of the Project as more fully described in the Lease Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the words and terms defined in the Recitals, the Indenture and the Lease Agreement, the following words and terms as used herein shall have the following meanings:

“Additional PILOT Payment” means an amount (in addition to the PILOT Payments set out in **Section 3.2**) that becomes due under **Section 3.3(a)** or **(b)**.

“Agreement” means this Performance Agreement dated as of December 1, 2019, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“Annual Jobs Report” means the report required to be filed by the Company pursuant to **Section 3.6** hereof in the form of **Exhibit A** hereto.

“Base Wage” means \$39,816 per year, provided that, starting with the September 30, 2023 Test Date, and on every Test Date thereafter that falls in an even-numbered year, the Base Wage shall be adjusted by entering in the Consumer Price Index Inflation Calculator available at http://www.bls.gov/data/inflation_calculator.htm (or similar website maintained by the United States Bureau of Labor Statistics) an initial amount of \$39,816, a starting date of December 2019 and an ending date that is the same month and year as the Test Date in question (the Base Wage for odd year Test Dates shall be the same as the Base Wage for the immediately prior even year); *provided that*, if the United States Bureau of Labor Statistics no longer provides a Consumer Price Index Inflation Calculator similar to that provided at such website, the amount of \$39,816 shall be multiplied by the aggregate increase in the average Consumer Price Index, as reported by the United States Bureau of Labor Statistics, for the time period elapsed between December 2019 and the applicable Test Date.

“CBA” means the Cost Benefit Analysis attached to the Plan for an Industrial Development Project for a Distribution Facility (Hearthstone Project) dated October 28, 2019 and approved by the City in connection with the Project.

“Chamber” means the Joplin Area Chamber of Commerce.

“County” means Jasper County, Missouri.

“Event of Default” means any Event of Default as provided in **Section 6.1** hereof.

“Exemption” has the meaning given in **Section 3.1** hereof.

“Indenture” means the Trust Indenture executed by the City in connection with the issuance of the Bonds.

“Job” means a full-time equivalent employment position of the Company of not less than 35 hours per week at the Project Site (provided that part time positions can be aggregated to equal a full time equivalent position, i.e. two 0.5 full-time equivalent employment positions equals one Job), which includes employee benefits offered by the Company to similarly situated employees (which shall include the Company paying at least 50% of such employee’s health insurance premiums) and all such Jobs, when averaged together, pay an average wage equivalent (when aggregated to a full time basis) equal to

or greater than the current Base Wage. Positions filled by workers who are not directly employed by the Company do not qualify as “Jobs” for purposes of this definition. Accordingly, Jobs may be full time or part time. Jobs may pay more or less than Base Wage, provided all Jobs, when averaged together, equal or exceed the Base Wage.

“**Lease Agreement**” means the Lease Agreement between the City and the Company dated as of the date hereof.

“**PILOT Payments**” means the payments in lieu of taxes provided for in **Section 3.2** hereof and shown on **Exhibit B** hereto.

“**Project**” means, collectively, the Project Site, the Project Improvements and the Project Equipment and all additions (and taking into account any subtractions), modifications, improvements, replacements and substitutions made to the Project pursuant to the Lease Agreement as they may exist from time to time.

“**Project Costs**” means all costs of acquiring, purchasing, equipping, constructing and installing the Project Site, the Project Improvements and the Project Equipment.

“**Project Equipment**” has the meaning given in the Lease Agreement.

“**Project Improvements**” has the meaning given in the Lease Agreement.

“**Project Site**” means the land upon which the Project Improvements and Project Equipment will be situated, as described in the Lease Agreement.

“**Property Taxes**” has the meaning given in **Section 3.1** hereof.

“**Required Number of Jobs**” means 100 Jobs.

“**Taxes Otherwise Due**” means, for any given calendar year, the ad valorem property taxes that would otherwise have been due in such year on the Project if the Project were not exempt by virtue of the Exemption, as calculated by applying the ad valorem tax rates assessed by all local governments or taxing districts for such calendar year to the assessed valuation that would have been attributable to the Project for such calendar year if the City did not hold title to such property.

“**Test Date**” means September 30 of each year, beginning on September 30, 2023, and ending on September 30, 2033.

“**Trustee**” means UMB Bank, N.A., as trustee under the Indenture.

ARTICLE II

ISSUANCE OF BONDS

Section 2.1. Issuance of the Bonds. As described herein, the City will issue the Bonds under the Act for the purpose of paying Project Costs. In connection with the issuance of the Bonds and the payment of Project Costs from the proceeds of the Bonds, the City will acquire the fee simple interest in the Project Site at the time of the issuance of the Bonds and will acquire title to the Project Improvements and the Project Equipment as acquired and constructed.

ARTICLE III

**PROPERTY TAX EXEMPTION;
PILOT PAYMENTS**

Section 3.1. Property Tax Exemption. So long as the City owns the Project, the Project will be exempt from all ad valorem taxes assessed by all state and local governments and taxing districts (collectively “Property Taxes”) on real and personal property (the “Exemption”).

Section 3.2. Payments in Lieu of Taxes. The City and the Company covenant and agree that the Project purchased with the proceeds of the Bonds is exempt from Property Taxes by reason of the City’s ownership thereof. The Company will annually pay to the City (or to the County if so directed by the City) payments in-lieu-of tax (the “PILOT Payments”) with respect to the Project for each year that any portion of the Project is owned by the City in the amounts for each year as set out on **Exhibit B** hereto (except as adjusted as described in **Section 3.3(d)** herein).

Each PILOT Payment shall be due on December 1st of each year. In the event the PILOT Payments are not paid by December 31st of any particular year, such PILOT Payments shall bear interest commencing such December 31st at the rate of 5% per annum until paid. Each PILOT Payment shall be paid to the City at the address set forth in **Section 1403** of the Indenture.

Section 3.3. Additional PILOT Payments; Adjustments to PILOT Payments.

(a) In the event the Company fails to spend at least \$41,000,000 (approximately 80% of anticipated Project Costs) on the Project on or before September 30, 2022 (as certified to the Trustee and the City through requisition certificates submitted to the Trustee in accordance with the Lease Agreement), the Company shall make Additional PILOT Payments in an amount equal to the Investment Deficiency Percentage (calculated as shown below) multiplied by the amount of the difference between the PILOT Payments and the Taxes Otherwise Due during the year in which the failure occurs and any subsequent year in which such failure persists as of September 30 of such year and during which the Exemption applies by virtue of City ownership. The Investment Deficiency Percentage shall be calculated, beginning at zero percent (0%) for compliance, in accordance with the following formula, with the result expressed as a percentage:

$$\text{Investment Deficiency Percentage} = (1 - (\text{certified Project Costs} / \$41,000,000)) \times 100.$$

(b) In the event the Company fails to maintain the Required Number of Jobs at the Project Site on the Test Date for any two consecutive Test Dates, measured by determining the highest actual number of Jobs during the 90-day period ending on such Test Dates, the Company shall make an Additional PILOT Payment for the year in which the second of such Test Dates falls in an amount equal to the Jobs Deficiency Percentage for such year (calculated as shown below) multiplied by the amount of the difference between the PILOT Payments and the Taxes Otherwise Due. The Jobs Deficiency Percentage shall be calculated, beginning at zero percent (0%) for compliance, in accordance with the following formula, with the result expressed as a percentage:

$$\text{Jobs Deficiency Percentage} = (1 - (a / b)) \times 100, \text{ where}$$

a = Highest number of Jobs during the 90 day period ending on Test Date, and

b = Required Number of Jobs for the Test Date.

Notwithstanding the foregoing, upon recommendation of the Chamber and certification by the Company that unforeseeable business conditions have caused the Company to employ fewer Jobs than projected at the time this Agreement was executed, the City Council may by ordinance waive the Additional PILOT Payments, or any portion thereof, otherwise required by this subsection.

(c) Each Additional PILOT Payment shall be due on December 1 of the year in which the failure giving rise to the Additional PILOT Payment occurs (and on December 1 of each subsequent year in which such failure persists as of September 30 of such year). In no event shall the sum of the Additional PILOT Payments payable under this Section, together with the PILOT Payments pursuant to **Section 3.2** hereof, for any given tax year exceed 100% of the Taxes Otherwise Due. Additional PILOT Payments shall not apply retrospectively to any years prior to the year in which a failure occurs and shall not accrue prospectively for future years based on current or past failures.

(d) In the event that any Additional PILOT Payment becomes due under this Agreement, the assessed valuation for purposes of calculating the Taxes Otherwise Due shall be determined by adding the following amounts:

(1) the amount shown as the “Estimated Assessed Value of Site Only (Assuming Project Occurs)” for the applicable year on page 4 of the CBA; *plus*

(2) the amount shown as the “Estimated Assessed Value of Project Improvements” for the applicable year on page 5 of the CBA; *plus*

(3) the cost (without freight, installation or sales tax) of the current Project Equipment (as certified to the Trustee and the City through requisition certificates submitted to the Trustee in accordance with the Lease Agreement), depreciated for each item of Project Equipment from its placed-in-service date in accordance with the 7-year recovery period shown in the “Project Assumptions” provided on page 1 of the CBA;

provided that, the Company, by providing notice to the City of such request by November 15th of the year for which the applicable Additional PILOT Payment would be due, may request that the Assessor of Jasper County, Missouri provide an estimated assessed value of the Project in lieu of the calculation shown above, provided further that (i) the Company agrees to pay to the Assessor the actual costs (including employee time) incurred by the Assessor in determining the estimated assessed valuation, and (ii) if the Assessor is unable to make such determination on or prior to December 15th of such year, the assessed valuation for purposes of determining the Taxes Otherwise Due for such year shall be calculated as shown above.

Section 3.4. Obligation to Effect Tax Abatement. The City shall take all actions, subject only to limitations imposed by applicable law, to obtain and/or maintain in effect the Exemption, including any timely filing required with any governmental authorities (“Abatement Obligations”); provided that the City shall not be liable for any failure of any other governmental taxing authority to recognize the exemption provided herein. Notwithstanding the foregoing, the City shall only be required to instigate litigation to effect the Exemption if the Company agrees in writing that the Company shall be responsible for the costs of such litigation actually incurred by the City. In the event that the Exemption is not recognized by any taxing authority, the amount paid to the City for PILOT Payments and Additional PILOT Payments shall be reduced by the amount of Property Taxes actually paid, if any, and the amount paid in PILOT Payments and Additional PILOT Payments shall be applied by the City, to the extent necessary, to the payment of such Property Taxes.

The City covenants that it will not act or fail to act in a manner that may cause or induce the Exemption to not be recognized. The City covenants that it will not act or fail to act in a manner that may cause or induce any levy or assessment of Property Taxes on the Project. In the event such a levy or assessment of Property Taxes should occur, the City shall, at the Company's request and at the Company's expense, cooperate with the Company in all reasonable ways to prevent and/or remove any levy or assessment of Property Taxes against the Project. Nothing herein shall prevent the Company from paying any such levy or assessment of Property Taxes under protest.

Section 3.5. Other Property Taxes in Connection with the Project; Credits. The Exemption provided by the City's ownership of the Project shall apply to all interests in the Project during the period they are owned by the City. If any Property Taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project during the period the City owns the Project (including, without limitation, any ad valorem taxes levied against the Company's rights in the Lease Agreement), the amount of Property Tax payments related to such levy or levies that are paid by Company and received by the City, the County, or any other Missouri taxing jurisdiction shall be credited against and reduce on a dollar for dollar basis the amount payable by the Company to the City for PILOT Payments and Additional PILOT Payments pursuant to this Agreement. The Company shall be responsible for any taxes related to any interest in the improvements or equipment on the Project Site which the Company owns in its own name or possession of which is granted to the Company other than pursuant to the Lease Agreement. There shall be no reduction in PILOT Payments or Additional PILOT Payments for any sales taxes imposed by any governmental authority, including the Missouri Department of Revenue, in connection with the Company's acquisition of construction materials for the Project Improvements or the Company's acquisition of the Project Equipment.

Section 3.6. Annual Jobs Report. On or before November 15th after each Test Date, the Company shall provide to the City and the Chamber a completed Annual Jobs Report, in the form attached hereto as **Exhibit A**. A failure to provide any Annual Jobs Report in a timely fashion may result in an Event of Default as described in **Section 6.1(d)**.

Section 3.7. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the Exemption described in this Agreement shall not apply to special assessments except to the extent that such are Property Taxes or are levied in lieu of Property Taxes ("Special Assessments") and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project so long as such special assessments, licenses or fees are not applied in a manner that discriminates against the Company on the basis of the tax abatement incentives received by the Company by virtue of the Exemption. The Company hereby agrees to make payments with respect to all Special Assessments, licenses and fees which would otherwise be due with respect to the Project if the Project were not owned by the City. Notwithstanding the foregoing, nothing herein shall waive the Company's right to any notice required under law or limit the ability of the Company from protesting any Special Assessments, licenses or fees.

Section 3.8. Company's Right to Protest Taxes. No provision of this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the appeal, protest or otherwise contest any property tax valuation, assessment or classification of the Project. In addition, the parties agree that the Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment, valuation, or classification related to the Project. The City agrees, at the Company's expense, to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any such tax, assessment, valuation, classification or other governmental charge relating to the Project.

Section 3.9 Additional Personal Property. The Company may acquire additional personal property on its own accord and such personal property need not be financed with the proceeds of the Bonds or become part of the Project Equipment and shall not be subject to the terms of this Agreement; provided, however, any such personal property shall be subject to ad valorem taxes.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS

Section 4.1. Inspection. The City may conduct such periodic inspections of the Project as may be generally provided in the City's code. In addition, the Company agrees that the City and its duly authorized agents may at reasonable times (during business hours but without disruption to the business), subject to at least two (2) business days' advance written notice and in observance of the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company that demonstrate compliance with this Agreement.

Section 4.2. Representations and Warranties.

(a) The Company represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The Company is a corporation duly formed and existing under the laws of the State of Iowa, has power and authority to own its properties (and interests therein) and carry on its business as now being conducted, and is duly qualified to do such business in the State of Missouri;

(2) The Company has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement;

(3) The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary action, and does not violate the articles of organization or operating agreement of the Company, as the same may be amended and supplemented, or to the Company's knowledge, any applicable provision of law, nor to the Company's knowledge does it constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound;

(4) To the Company's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Company that would impair its ability to enter into or perform its material obligations under this Agreement;

(5) To the Company's knowledge, the Company has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to complete the Project; and

(6) To the Company's knowledge, the Project is and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive

orders and codes pertaining to or affecting the Project, including environmental laws, subject to all applicable rights of the Company to contest the same.

(b) The City represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The City is a constitutional charter city duly organized and validly existing under the laws of the State of Missouri;

(2) The execution, delivery and performance by the City of this Agreement has been duly authorized by all necessary City actions;

(3) The City has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement; and

(4) To the best of the City's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the City that would impair its ability to enter into or perform its obligations under this Agreement.

Section 4.3. Survival of Covenants. All obligations of the Company to make payments or indemnify the City contained herein, to the extent that the same accrue or arise during the term of this Agreement, shall survive termination of this Agreement for any reason.

Section 4.4. Sales and Use Tax Exemption.

(a) *Construction Materials.* Upon request after issuance of the Bonds, the City will provide a project exemption certificate to the Company for the acquisition of construction materials for the Project. This project exemption certificate shall be used by the Company solely for the acquisition of construction materials to be incorporated into the Project and the Company shall not apply such project exemption certificate to the acquisition of any other personal property.

(b) *DED Approved Personal Property.* The City recognizes that the Company has applied to the Missouri Department of Economic Development ("DED") for certification of the extent to which certain personal property other than construction materials constitutes eligible tangible personal property for purposes of exemption from sales and use tax. The City will cooperate with the Company and take reasonable efforts to facilitate the exemption of such personal property as is approved by DED (the "DED Approved Personal Property"). Upon receipt by the City of a conditional approval letter from DED (and proof that the Company has provided its tax clearance letter to the Missouri Department of Revenue and has complied with any other requirements of the conditional approval letter), the City will provide the Company with a project exemption certificate for the DED Approved Personal Property. Such project exemption certificate shall not be used by the Company in connection with the acquisition of any personal property other than the DED Approved Personal Property, as approved in the DED conditional approval letter.

(c) *Liability for Sales Determined to be Taxable.* Upon a determination by the Missouri Department of Revenue that any purchase made by the Company using a project exemption certificate described herein was not exempt from sales or use tax, the Company shall pay to the Missouri Department of Revenue all sales or use taxes so determined to be due

(whether by virtue of failure of the Company to comply with the terms of this Agreement or the procedures and requirements of DED or otherwise). The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City's furnishing of the project exemption certificates to the Company or its affiliates. There shall be no reduction in PILOT Payments or Additional PILOT Payments for any sales or use taxes paid by the Company in connection with the Project.

ARTICLE V

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred, assigned, pledged or in any other manner hypothecated, except as provided in **Section 13.1** of the Lease Agreement.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) The Company fails to make any PILOT Payment or Additional PILOT Payment required to be paid hereunder, and such failure continues for 10 business days following written notice to the Company from the City of such failure;

(b) The Company fails to perform any of its material obligations hereunder for a period of 30 days (or such longer period as the City may agree in writing) following written notice to the Company from the City of such failure, or if such failure is not subject to cure within such 30 days after such notice, the Company fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently;

(c) Either (1) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 30 days (except for situations described in subsection 6.1(c)(2), below), or such longer period as the City may agree in writing, after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied, or (2) if such matter is not subject to cure within such 30 days after such notice, the Company fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently; or

(d) The Company both (i) fails to provide any Annual Jobs Report on or before November 15th of the applicable year, *and* (ii) after notice of such failure is provided to the Company by the City or the Chamber, fails to provide such Annual Jobs Report within 10 business days of the postmarked date of such notice.

Section 6.2. Remedies on Default. Any Event of Default referred to in **Section 6.1** hereof shall also constitute an Event of Default under the Lease Agreement, affording the City the remedies specified therein.

Section 6.3. Interest on Late Payments. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate of 5% per annum from the date 30 days after such payment was first due.

Section 6.4. Enforcement. In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments and Additional PILOT Payments provided for in this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

ARTICLE VII

TERM OF AGREEMENT

Section 7.1. Term of Agreement. This Agreement shall become effective upon execution by the parties hereto and shall terminate upon the earliest to occur of the following:

- (a) the payment in full of the Bonds (or any bonds issued to refund the Bonds) and the payment of all amounts due under this Agreement;
 - (b) the occurrence and continuance of an Event of Default (beyond any applicable cure period) and the subsequent termination of this Agreement pursuant to the provisions of the Lease Agreement and this Agreement;
 - (c) the expiration of the Lease Term set forth in **Section 3.2** of the Lease Agreement;
- or
- (d) the exercise by the Company of its option to purchase all of the Project.

Section 7.2. Payments in Last Year. The foregoing provisions of **Section 7.1** shall not relieve the Company of its obligation to make any PILOT Payment or Additional PILOT Payment owing during the year in which the Bonds are paid, to the extent the Company receives the tax abatement contemplated for that year and such PILOT Payment or Additional PILOT Payment is due under this Agreement.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Mutual Assistance. The City and the Company agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

Section 8.2. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Lease Agreement.

Section 8.3. Severability; Effect of Invalidity. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, such invalid or unenforceable term will be

deemed severed from this Agreement and the validity and enforceability of the other provisions hereof shall not be affected thereby (except in the event that the Exemption is determined to be invalid or unenforceable, then the provisions requiring any PILOT Payments or Additional PILOT Payments shall also be deemed invalid and unenforceable). If this Agreement, or any portion hereof, or any agreements related hereto, are determined to be invalid, the City may not recover or recapture any taxes subject to abatement as provided herein or benefits accruing to the Company prior to such determination if the Company has paid the PILOT Payments and Additional PILOT Payments due under this Agreement prior to such date.

Section 8.4. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.5. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 8.6. Waiver. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease Agreement executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company or any affiliate in any bankruptcy court.

Section 8.7. Entire Agreement. This Agreement, together with the Lease Agreement, the Indenture and any other documents entered into of even date herewith in connection with the issuance of the Bonds, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior agreements, representations, negotiations and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof.

Section 8.8. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8.9. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo. with respect to the Project, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Project, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Project. The Company shall provide such affidavits and documentation to the City on or before December 1 of each year during the term of this Agreement, beginning December 1, 2020.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Name: Gary Shaw
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Barbara Gollhofer
Title: City Clerk

Approved as to form:

City Attorney

CASEY'S MARKETING COMPANY,
an Iowa corporation

By: _____
Name:
Title:

EXHIBIT A

ANNUAL JOBS REPORT –CASEY’S MARKETING COMPANY PROJECT

To be filed with the City and the Chamber on or before November 15 of each year during the term of the Lease Agreement, starting on November 15, 2023:

Business Name CASEY’S MARKETING COMPANY	MO. Tax I.D. Number
County, State, Zip Code	Federal Employer I.D. Number (FEIN)
Highest number of Jobs during the 90 day period ending on Test Date:_____	“Test Date” (during the Reporting Period)
PILOT Payment Due Per Section 3.3 (if applicable)	Report Due

The undersigned, duly authorized representative of CASEY’S MARKETING COMPANY hereby states and certifies that the information set forth in this report is true and correct.

Authorized Signature	Date
Contact Name	Phone Number

For questions, please contact Rob O’Brian at (417) 624-4150 or email at rob@joplincc.com.

Please send form to:

Toby Teeter
President of Joplin Area Chamber of Commerce
320 East 4th Street
Joplin, Missouri 64801

EXHIBIT B

SCHEDULE OF PILOT PAYMENTS

<u>Year</u>	<u>PILOT Payment</u>
2019	\$282
2020	915
2021	933
2022	933
2023	952
2024	952
2025	971
2026	971
2027	990
2028	990
2029	1,010
2030	1,010
2031	1,030
2032	1,030
2033	1,051