
(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: ENHANCED ENTERPRISE ZONE AGREEMENT

DATE OF DOCUMENT: May 18, 2026

GRANTOR: CITY OF JACKSON, MISSOURI

GRANTOR'S MAILING ADDRESS: 101 Court Street
Jackson, Missouri 63755

GRANTEES: TRUSSWORKS REALTY MISSOURI, LLC

GRANTEES' MAILING ADDRESS: 2860 Trussworks Blvd.
Jackson, Missouri 63755

RETURN DOCUMENTS TO: Gilmore & Bell, P.C.
211 North Broadway, Suite 2000
St. Louis, Missouri 63102
Attention: Mark D. Grimm, Esq.

LEGAL DESCRIPTION: See **Exhibit A**

ENHANCED ENTERPRISE ZONE AGREEMENT

THIS AGREEMENT is entered into this 18th day of May, 2026 (this “*Agreement*”), by and among the **CITY OF JACKSON, MISSOURI**, a fourth-class city and political subdivision of the State of Missouri (the “*City*”), **TRUSSWORKS REALTY MISSOURI, LLC**, a Texas limited liability company (including any affiliates, the “*Company*”), and the **OFFICE OF THE CAPE GIRARDEAU COUNTY ASSESSOR** (the “*Assessor*”).

RECITALS:

1. The Company has constructed a new manufacturing facility (the “*Project*”) on an approximately 38.18-acre site in Cape Girardeau County (the “*Project Site*”), which is legally described on **Exhibit A** hereto.

2. The Project Site is located in the Cape Girardeau Enhanced Enterprise Zone (the “*EEZ*”) created pursuant to Sections 135.950 to 135.973, inclusive, of the Revised Statutes of Missouri (the “*Act*”) and Resolution No. 10-R-7 passed by the County Commission of Cape Girardeau County, Missouri on December 23, 2010 (the “*County Resolution*”).

3. The Company expects to create 50 new full-time jobs at the Project Site.

4. In accordance with the Act, the Board of Aldermen of the City adopted Resolution No. _____ on May 18, 2026, authorizing the execution of this Agreement and the tax abatement contemplated herein (the “*City Resolution*”).

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, the parties covenant and agree as follows:

Section 1. Approval of Application for Tax Abatement. The City hereby ratifies and approves the application for tax abatement relating to the Project, submitted by the Company on November 15, 2023.

Section 2. Real Property Abatement.

(a) The Project shall receive 50% abatement from ad valorem real property taxation for a period of 10 years, beginning on January 1, 2026; provided, the Company shall maintain at least two full-time Jobs (as defined below) at the Project Site.

(b) The Company shall file with the City and the Assessor annually, commencing on October 15, 2026 and continuing on each October 15 thereafter while this Agreement remains in effect, an EEZ Annual Compliance Report in the form attached hereto as **Exhibit B**. The Company agrees to provide the City and the Assessor with reasonable access to the payroll and other corporate records as may be requested to verify the information shown in the EEZ Annual Compliance Report. If any EEZ Annual Compliance Report and/or other corporate records show that the Company has failed to create and maintain at least two Jobs (as defined below), this Agreement shall terminate.

(c) For purposes of this Section, the EEZ Annual Compliance Report and the City Resolution, “*Job*” means a full-time equivalent position with the Company or an affiliate of not less than 37.5 hours per week at the Project, which shall include normal full-time employee benefits offered by the employer.

Positions filled by workers who are not directly employed by the Company or an affiliate do not qualify as “Jobs” for purposes of this definition.

(d) The tax abatement described in this Section shall not apply to 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 applied in a non-discriminatory manner.

(e) **Notwithstanding any provision hereof to the contrary, the Company may not sell, lease or dispose of any portion of the Project Site (other than to an affiliate or wholly-owned subsidiary) unless this Agreement is amended in such manner as the City deems appropriate to ensure that the property disposed of does not receive partial real property tax abatement. If the Company sells disposes the Project Site in violation of this provision, the tax abatement shall immediately end and the City may terminate this Agreement.**

Section 3. No Other Property Tax Incentives. The Company agrees that it will receive no property tax incentives for real or personal property associated with the Project, except as described in this Agreement.

Section 4. Compliance with Laws. The Company agrees to obtain any and all permits, licenses and other governmental approvals required by the applicable rules, regulations, codes and ordinances of the City and to otherwise comply with such rules, regulations, codes and ordinances in connection with the construction and maintenance of the Project. None of the provisions of this Agreement shall be construed as relieving the Company of its obligations to comply with any ordinances of the City or laws and regulations of the State of Missouri and the United States of America.

Section 5. Inspection. The City may conduct such periodic inspections of the Project in accordance with Missouri law and as may be generally provided in the City’s code. The Assessor may conduct such periodic inspections of the Project in accordance with Missouri law and generally recognized assessment practices.

Section 6. Defaults and Remedies. If the Company breaches any covenant or fails to perform any obligation hereunder for a period of 30 days following written notice to the Company of such failure, the City may, in its sole discretion, terminate this Agreement. Upon such termination, the Project will be subject to full taxes as provided by Missouri law.

Section 7. Indemnification. The Company agrees to indemnify and defend the City, the County, the Assessor and their respective governing body members, officials, agents and employees (the “*Indemnified Parties*”) and to insure that the Indemnified Parties are held harmless from and against all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys’ fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of this Agreement or otherwise arising out of the approval or administration of this Agreement; provided, however, that these indemnification obligations shall not apply to any claims, demands, costs, liabilities, damages or expenses caused by or resulting from the gross negligence or willful misconduct of any of the Indemnified Parties. This obligation to indemnify the Indemnified Parties shall survive the termination of this Agreement for any reason.

Section 8. Limitations on Liability. No member, official, employee or agent of the City or the County shall be personally liable to the Company. None of the City, the Assessor, County nor any other person shall have pecuniary liability to the Company for failure of the Company to receive the abatement

contemplated by this Agreement. The Company's sole remedy against the City and the Assessor shall be an action for specific performance.

Section 9. Federal Work Authorization. Simultaneously with the execution of this Agreement and in conjunction with every submitted EEZ Annual Compliance Report, the Company shall, pursuant to the provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri, by sworn affidavit in substantially the form attached hereto as **Exhibit C** and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to its employees and state that it does not knowingly employ any person who is an unauthorized alien.

Section 10. Payment to City Costs. The Company agrees to pay all costs of the City in connection with the preparation of this Agreement. The Company also agrees to pay all costs of the City in connection with the City's enforcement of this Agreement, including reasonable attorneys' fees.

Section 11. Notices. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by facsimile transmission, or by registered or certified mail, postage prepaid, return receipt requested, or delivered personally,

(a) If to the City:

City of Jackson, Missouri
101 Court Street
Jackson, Missouri 63755
Attention: City Administrator

(b) If to the Company:

Trussworks Realty Missouri, LLC
2860 Trussworks Blvd
Jackson, Missouri 63755
Attention: Michael Bellows

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section. Copies of all notices shall be sent to the Assessor at 1 Barton Square, Suite 201, Jackson, Missouri 63755.

Section 12. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of Cape Girardeau County, Missouri. All parties to this Agreement consent to the jurisdiction and venue of that court.

Section 13. Execution in Counterparts. This Performance 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.

[Remainder of page intentionally left blank.]

TRUSSWORKS REALTY MISSOURI, LLC

By: _____
Michael Bellow, President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CAPE GIRARDEAU)

On this ____ day of May, 2026, before me appeared **STEVEN STRODER**, to me personally known, who, being by me duly sworn, did say that he is a member of **TRUSSWORKS REALTY MISSOURI, LLC**, a Texas limited liability company, and that he is authorized to sign the foregoing instrument on behalf of said company, and acknowledged that he executed said instrument as said company's free act and deed.

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

Name: _____
Notary Public - State of Missouri
Commissioned in Cape Girardeau County

My Commission Expires: _____

**OFFICE OF THE ASSESSOR OF CAPE
GIRARDEAU COUNTY, MISSOURI**

By: _____
Robert Adams, Assessor

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CAPE GIRARDEAU)

On this _____ day of May, 2026, before me appeared **ROBERT ADAMS**, to me personally known, who, being by me duly sworn, did say that he is the **CAPE GIRARDEAU COUNTY ASSESSOR**, and that he is authorized to sign the foregoing instrument on behalf of said office.

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

Name: _____
Notary Public - State of Missouri
Commissioned in Cape Girardeau County

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT SITE

ALL OF THAT PART OF FRACTIONAL SECTION 1, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, BEING IN PART WITHIN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, AND PART WITHIN THE COUNTY OF CAPE GIRARDEAU, AND ALL OF THAT PART OF FRACTIONAL SECTION 36, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, WITHIN THE COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at the most westerly corner of Lot 1 of the Jackson North Industrial Park Subdivision, Phase 1, said plat being recorded in Document 2014-02837, thence with the west line of said Lot 1, North 08°43'56" East, 409.22 feet; thence North 76°08'59" West, 918.53 feet to a point on the East line of United States Private Survey Number 807, said point being also on the east line of Cold Creek Subdivision, said Cold Creek Subdivision being recorded in Document 2009-00785; thence with the east line of said Survey Number 807 and the east line of said Cold Creek Subdivision, South 06°13'56" West, 1047.66 feet to the Southeast corner of said Cold Creek Subdivision, said point being also on the North line of Terrace Park Estates, a subdivision recorded in Plat Book 23, at Page 37; thence with the north line of said Terrace Park Estates, South 64°20'21" East, 271.61 feet, thence continue with the north line of said Terrace Park Estates, South 48°46'04" East, 990.34 feet to the most easterly corner of said Terrace Park Estates, said point being also on the west right of way line of North High Street / US Highway '61', thence with said west right of way line of said US Highway '61', North 44°22'23" East, 525.25 feet; thence continuing along said west right of way, along the arc of a curve to the left having a radius of 3075.22 feet, a distance of 217.46 feet; thence along an offset in said west right of way, South 49°40'43" East, 10.00 feet; thence continuing along said west right of way line of US Highway '61', along the arc of a non-tangent curve concave to the northwest having a radius of 3085.22 feet, a distance of 360.84 feet (the chord across said arc bears North 36°58'15" East, 360.64 feet), to a point at the most southerly corner of a tract now or formerly held in title by Liberty Energy (Midstates) Corp., as conveyed in Document 2013-01838; thence with the South line of said tract, North 64°46'04" West, 476.81 feet to the most westerly corner of said Liberty Energy (Midstates) Corp tract and the most southerly corner of said Lot 1 of said Jackson North Industrial Park Subdivision; thence with the south line of said Lot 1, North 64°46'04" West, 390.40 feet to the place of beginning and containing 38.18 acres, more or less

Description taken from Survey dated October 27, 2023 by Christopher L. Koehler, LS-2470, Koehler Engineering and Land Surveying, Inc.

EXHIBIT B

EEZ ANNUAL COMPLIANCE REPORT

To be filed on or before October 15 of each year during the term of the Agreement

<i>Business Name and Address</i> TRUSSWORKS REALTY MISSOURI, LLC	<i>MO. Tax I.D. Number</i>
<i>Name, Title, and Contact Information for Certifier</i>	<i>Federal Employer I.D. Number (FEIN)</i>

The highest actual number of “Jobs” at the Project during each of the immediately preceding 12 months ending on September 30, 20__ (the September 30th prior to this Report) is set forth below in the column labeled “Total Jobs.”

The highest average annual wage of the “Jobs” for the immediately preceding 12 months ending on September 30, 20__ (i.e. the sum of the annual wage of each “Job” at the Project divided by the number of “Jobs”) is set forth below in the row labeled “Average Wage.”

The 12-month average of the highest actual number of “Jobs” at the Project during each month for the immediately preceding 12 months ending on October 31, 20__ is set forth below under the row labeled “12-Month Average.”

	Total Jobs	Average Wage
October		
November		
December		
January		
February		
March		
April		
May		
June		
July		
August		
September		
12-Month Average		

Attached hereto is a schedule listing the employees at the Project and the average annual wage (excluding benefits) of those employees.

The undersigned, duly authorized representative of Trussworks Realty Missouri, LLC, hereby states and certifies that the information set forth in this report is true and correct.

Authorized Signature	Date
----------------------	------

Please send form to:

City of Jackson, Missouri
101 Court Street
Jackson, Missouri 63755
Attention: City Administrator

Cape Girardeau County Assessor
1 Barton Square, Suite 201
Jackson, Missouri 63755

