PERFORMANCE GUARANTEE AGREEMENT
BALDWIN FARMS SUBDIVISION
SIDEWALKS & PERMANENT TURNAROUND

This Performance Guarantee Agreement, hereinafter referred to as this "Agreement", is made and entered into this _____ day of _____, 2026, by and between THE AMENDMENT AND RESTATEMENT OF THE RYLAND R. MEYR VOLUNTARY TRUST AGREEMENT OF DECEMBER 29, 2006, having its principal office and place of business at 966 County Road 616, Jackson, Missouri, 63755, hereinafter referred to as the "Developer", and the CITY OF CAPE GIRARDEAU, MISSOURI, a Municipal Corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as the "City". The Developer and the City collectively are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the Developer has submitted to the City, and the City has approved, the record plat of Baldwin Farms Subdivision, a subdivision located within the City of Cape Girardeau, Missouri; and

WHEREAS, the Developer and the City previously entered into an agreement for establishing a performance guarantee in lieu of the Developer constructing certain public improvements for said subdivision prior to the approval of said record plat by the City; and

WHEREAS, said agreement has expired; and

WHEREAS, the Parties wish to execute this Agreement to replace the expired agreement and to establish a new performance guarantee for constructing the public sidewalks and permanent turnaround for said subdivision.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements contained herein, the Parties stipulate and agree as follows:

1. The Developer has submitted to the City, and the City has approved, improvement plans for the public sidewalks and permanent turnaround for said Baldwin Farms Subdivision, hereinafter referred to as the "Subdivision".

2. Montgomery Bank, hereinafter referred to as the "Financial Institution", has issued an Irrevocable Letter of Credit, hereinafter referred to as the "Letter of Credit", for the cost of the public sidewalks and permanent turnaround for the Subdivision. The Letter of Credit is attached to this Agreement as "Exhibit A" and made a part hereof as though fully set out herein. The Letter of Credit is a commitment to the Developer from the Financial Institution that it will serve as the primary lender for the construction of the public sidewalks and permanent turnaround for the Subdivision and commits itself for enough funds to complete said sidewalks and turnaround. Further, the Letter of Credit lists the

City as the Beneficiary and provides for payment of funds to the City in the event the Developer is found to be in default under this Agreement.

3. A copy of the most recent financial statement of the Financial Institution is made available for the purpose of guaranteeing to the City that the Financial Institution, as the issuer of the Letter of Credit to the Developer, has sufficient resources with which to uphold its guarantee.

4. The City may, from time to time, authorize a reduction in the balance of the Letter of Credit and shall do so by written notification from the City's Administrative Officer.

5. Upon approval by the City through its Administrative Officer for the release of the remaining balance of the Letter of Credit, this Agreement shall be terminated and the Developer and the Financial Institution shall be released from any further obligation to the City insofar as the provisions of this Agreement are concerned.

6. If, after two (2) years from the date of this Agreement, all of the public sidewalks and/or the permanent turnaround shown on the approved improvement plans have not been constructed, then the City may request payment from the balance of the Letter of Credit as necessary in order to construct the missing sidewalks and/or turnaround. Said request for payment shall be per the terms of the Letter of Credit.

7. This Agreement shall not in any fashion be construed to limit the powers, rights, or duties of the City, but shall be construed in the light of the applicable City ordinances.

8. No part of this Agreement may be assigned by the Developer or the Financial Institution without first obtaining the express written consent of such assignment by the City, but the City agrees not to unreasonably withhold such consent.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the above date.

(Continued on the next page)

DEVELOPER

The Amendment and Restatement of the Ryland R. Meyr Voluntary Trust Agreement of December 29, 2006

Ryland R. Meyr, Trustee

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

On this 8th day of May, 2026, before me, a Notary Public in and for said State, personally appeared Ryland R. Meyr, Trustee of The Amendment and Restatement of the Ryland R. Meyr Voluntary Trust Agreement of December 29, 2006, known by me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of said Trust for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in said State and County, the date first above written.

(Signature)

Angela Heuring
(Printed Name)

My Commission Expires:

ANGELA HEURING
Notary Public - Notary Seal
State of Missouri - Scott County
Commission # 12463382
Commission Expires June 26, 2028

CITY

City of Cape Girardeau, Missouri

_____

Dr. Kenneth Haskin, City Manager

ATTEST:

_____

(Signature)

_____

(Printed Name and Title)

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

On this _____ day of _____, 2026, before me, a Notary Public in and for said state, personally appeared Dr. Kenneth Haskin, City Manager of the City of Cape Girardeau, Missouri, a Municipal Corporation organized and existing under the laws of the State of Missouri, known by me to be the person described in and who executed the foregoing instrument, and acknowledged that the foregoing instrument was signed and sealed on behalf of said City by authority of its City Council, and acknowledged that he executed the same as the free act and deed of said City for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in said State and County, the date first above written.

_____

(Signature)

_____

(Printed Name)

My Commission Expires:

EXHIBIT A
LETTER OF CREDIT
on following page(s)

Montgomery
BANK

DATE: May 4, 2026

FROM: Montgomery Bank, a Missouri Non – Fiduciary Trust Company
2027 Broadway
Cape Girardeau, Missouri 63701

TO: Ryland R. Meyr Voluntary Trust Agreement of December 29, 2006
966 County Road 616
Jackson, MO 63755

AND

City of Cape Girardeau, Missouri – Beneficiary
City Hall, 44 North Lorimier Street
Cape Girardeau, Missouri, 63701

IRREVOCABLE LETTER OF CREDIT #676

We hereby issue this Irrevocable Letter of Credit in your favor up to the aggregate amount of THREE HUNDRED THIRTY-TWO THOUSAND, TWO HUNDRED THIRTY-SEVEN AND 40/100 dollars ($332,237.40) available upon your demand and upon the approval of Beneficiary – City of Cape Girardeau for the cost of constructing the public sidewalks & street improvements in the Baldwin Farms subdivision, according to the record plat and improvement plans and specifications on file at the City of Cape Girardeau. If you do not complete the improvements as specified within two (2) years, Beneficiary – City of Cape Girardeau may, pursuant to the procedures in the City ordinances, draw the balance of your account required to complete said improvements.

FINANCIAL INSTITUTION

Montgomery Bank, a Missouri
Non-Fiduciary Trust Company

(Seal)

James P. Limbaugh
Executive Vice President
Cape Girardeau Regional President

Accepted this 8th day of May, 2026

CUSTOMER-DEVELOPER

Ryland R. Meyr Voluntary Trust Agreement
of December 29, 2006

By: _____
Ryland R. Meyr, Trustee of Ryland R. Meyr
Voluntary Trust Agreement of December
29, 2006

Approved pursuant to Council action this _____ day of _____, 2026

CITY
City of Cape Girardeau, Missouri

(Seal)

_____
Dr. Kenneth Haskin, City Manager

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

On this 8th day of May, 2026, before me personally appeared James P. Limbaugh, Regional President of Montgomery Bank, a Missouri Non-Fiduciary Trust Company to me known to be the person described in and who executed the foregoing instrument, who acknowledged that he executed the same as his free act and deed of said Bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal at my office in said County and State the day and year first above written.

Notary Public

Name/My Commission Expires:

ANGELA HEURING
Notary Public - Notary Seal
State of Missouri - Scott County
Commission # 12463382
Commission Expires June 26, 2028

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

On this 8th day of May, 2026, before me personally appeared Ryland R. Meyr, Trustee of Ryland R. Meyr Voluntary Trust Agreement of December 29, 2006, a trust to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year first above written.

Notary Public

Name/My Commission Expires:

ANGELA HEURING
Notary Public - Notary Seal
State of Missouri - Scott County
Commission # 12463382
Commission Expires June 26, 2028

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

On this _____ day of _____, 2026, before me personally appeared Dr. Kenneth Haskin, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Cape Girardeau, Missouri, a Municipal Corporate, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed band sealed on behalf of said City by authority of its City Council, and acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal at the State and County aforesaid, the date first above written.

_____
Notary Public

Name/My Commission Expires: