EXHIBIT "A"

ADDENDUM TO AGREEMENT TO TRANSFER REPAYMENT RIGHTS

This ADDENDUM TO AGREEMENT TO TRANSFER REPAYMENT RIGHTS (this "**Addendum**") is entered into as of _____, 2018 by and between the City of Joplin, Missouri (the "**City**") and BBT Joplin, LLC, assignee of WBB, LLC ("**Purchaser**").

RECITALS

WHEREAS, the City and Purchaser entered into an Agreement to Transfer Repayment Rights dated July 21, 2014 (the "**Agreement**") that includes obligations in Sections 4 and 5 of the Agreement related to the funding and construction of improvements to 15th Street (the **"15th Street Improvements"**) subject to certain conditions; and

WHEREAS, Section 5 provides that if at any time during the process to perform its obligations in the Agreement related to the 15th Street Improvements, Purchaser determines that the costs are reasonably projected to exceed $750,000, Purchaser shall notify the City and provide cost information for the City to review and, after the City in consultation with the Purchaser, reviews said information, City shall respond to Purchaser indicating whether it concurs with the Purchaser proceeding with performance of its obligations related to the 15th Street Improvements and, in the event the City does not concur with the Purchaser proceeding, the Purchaser shall be relieved of its obligations under the Agreement related to the 15th Street Improvements; and

WHEREAS, the Purchaser has informed the City that costs associated with the 15th Street Improvements are reasonably expected to exceed $750,000 and, following consideration and review, the City Council has determined that it does not concur with the Purchaser proceeding and that the Purchaser should be relieved of its obligations under the Agreement related to the 15th Street Improvements; and

WHEREAS, Purchaser has incurred certain costs in conjunction with its work and consultation with the City regarding the 15th Street Improvements which are Reimbursable Project Costs that the City has reviewed and certified for reimbursement to the Purchaser; and

WHEREAS, the City and Purchaser desire to approve this Addendum to Agreement to Transfer Repayment Rights to address the issues described herein regarding their respective obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Purchaser hereby agree as follows:

1. Pursuant to Section 5. 15th Street Improvements Costs of the Agreement, the City states that it does not concur with the Purchaser proceeding with performance of its obligations related to the 15th Street Improvements and the Purchaser is hereby relieved of its obligations under the Agreement related to the 15th Street Improvements.

2. Costs incurred by the Purchaser related to its work on the 15th Street Improvements totaling $157,717.47 are certified as Reimbursable Project Costs for payment to

the Purchaser in the same manner and in addition to the previously certified Reimbursable Project Costs specified in Section 6.- Certified TIF Costs of the Agreement. In addition, $19,459.46 in interest expenses are also certified as Reimbursable Project Costs subject to approval of an amendment to the Incentive Documents for increased costs associated with the 15th Street Improvements that will be submitted by the City staff to the TIF Commission and the City Council for approval.

3. The Purchaser shall not be entitled to payment for any additional Reimbursable Project Costs other than those specified in the Agreement and this Addendum.

4. Except as expressly provided in this Addendum, the Agreement to Transfer Repayment Rights shall remain unmodified and shall be in full force and effect.

5. This Addendum shall be attached to the Agreement to Transfer Repayment Rights, dated July 21, 2014.

The Parties hereby execute this Addendum, effective as of the date first written above.

CITY OF JOPLIN, MISSOURI

By: _____
Samuel L. Anselm, City Manager

ATTEST:

By: _____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

By: _____
Peter C. Edwards, City Attorney

BBT JOPLIN, LLC

By: _____

Name: _____

Title: _____