Exhibit "B"

SIDE LETTER AGREEMENT FOR THE IMPLEMENTATION OF REDEVELOPMENT PROJECT 4 UNDER THE 32ND STREET PLACE TAX INCREMENT FINANCING REDEVELOPMENT PLAN

This SIDE LETTER AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2023, by and between the CITY OF JOPLIN, MISSOURI, a Missouri constitutional charter city and a political subdivision of the State of Missouri ("**City**"),the 32ND STREET THEATRE COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision ("**District**"), and WOODSONIA JOPLIN, LLC, a Nebraska limited liability company ("**Developer**") (the City, District, and Developer are collectively referred herein as the "**Parties**" and each individually as a "**Party**", as the context so requires), under the following circumstances:

A. On _____ __, 202_, City, District, the 32nd Street Place Community Improvement District ("**Original District**"), and Developer entered into that certain Cooperative Agreement ("**Cooperative Agreement**") outlining the terms by which Developer would complete certain public improvements in Joplin, Missouri.

B. Developer and City have also entered into a certain Tax Increment Financing Contract for the 32nd Street Place Tax Increment Financing Redevelopment Plan and Projects ("**TIF Contract**").

C. As provided in the Cooperative Agreement, District intends to fund a portion of the Developer Work with revenue generated by the imposition of a CID Sales Tax and reimburse the Developer and the City for the cost incurred by either in the construction of the Developer Work (as hereinafter defined).

D. Pursuant to a Purchase and Sale Agreement between Developer and the Original District, Developer intends to transfer to the Original District a portion of a parcel of land described in Exhibit A (hereinafter referred to as the "**Theatre Property**"). The Theatre Property is a portion of the site on which Developer work will be conducted.

E. City and District have agreed that should Developer fail to complete the Developer Work as outlined herein, the City shall have the option to exercise self-help rights to complete the Developer Work and be able to submit disbursement requests for direct payment to contractors or for reimbursement to the City for such costs from CID Sales Tax revenues in the manner outlined in the Cooperative Agreement and herein.

G. To ensure the financial feasibility of the development of the Theatre Property, the City has agreed to participate in the funding of the Developer Work, as hereinafter defined, and to receive reimbursement from the CID Sales Tax Account subject to the terms of this Agreement and the Cooperative Agreement.

NOW, THEREFORE, the Parties, for themselves and their successors and assigns, in consideration of their respective undertakings, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby covenant and agree as follows:

1. Developer shall cause the following site work improvements and construction (collectively, the "**Developer Work**"), all of which shall be constructed within the Theatre Property or otherwise within the boundaries of District, to be completed for the benefit of the District and City in conformance with the Approved Plans (as defined below in this Section 1):

A. Construction of a public parking facility and associated improvements, including landscaping, lighting, and traffic control devices.

B. Relocation or extension of electrical, water, gas, and fiber/cable/phone lines on the Theatre Property which shall be performed at Developer's sole cost and expense.

C. Construction of an 8-screen theatre and entertainment complex.

D. Any other work outlined in the Cooperative Agreement that is not specifically referenced herein which is necessary for the construction, opening, and operation of the theatre.

Developer shall simultaneously submit its plans and specifications for the Developer Work or any phase thereof (the "**Development Plans**") to City for review and approval, said approval of which shall not be unreasonably withheld, conditioned, or delayed. The Development Plans submitted to the City shall be in conformance with the renderings and statements set forth in **Exhibit C** previously presented and submitted to the City. The City shall approve the Development Plans in the manner and within the timeframes required for the approval of other development plans under applicable law. In the event City disapproves the Development Plans, the City shall indicate, in writing, those items contained in the Development Plans of which it disapproves. In the event of disapproval of the Development Plans by City, Developer shall, after notice of such disapproval, revise the Development Plans and resubmit such revised Development Plans to City, and the review and approval process shall recommence with the same timeframes specified in this Paragraph. The term "**Approved Plans**" as used in this Agreement shall refer to the mutually agreed upon Development Plans in accordance with the approval process outlined above.

2. The following shall be obligations of Developer as it completes the Developer Work:

A. Developer will indemnify, defend and hold harmless the District and the City from any losses, damages, expenses or claims arising out of the performance of the Developer Work, including any liens for such labor and materials, while such work is being performed, whether such claims are caused by Developer, or Developer's subcontractors, or assigns; provided, however, the foregoing obligation shall not apply to losses, damages, expenses, or claims resulting from the gross negligence or the intentional misconduct of the District or the City, or its successors or assigns, agents, employees, contractors, or licensees.

B. Developer agrees to provide weekly construction progress reports and other inspection results to the City for review.

C. The City shall have the right to inspect the Developer Work and said inspection shall be subject to reimbursement under the Cooperative Agreement or this Agreement. Developer agrees to provide the City reasonable access to the site in order to facilitate any such inspections, and Developer agrees to conform any discovered non-conformities to be consistent with the Approved Plans.

D. Expend all private or other public funds necessary for the construction of the Developer Work and the acquisition of the Theatre Property by the 32nd Street Place Community Improvement District prior to requesting the City's financial contribution to the funding of the Developer Work.

3. Developer shall cause the Developer Work to be completed in conformance with the "**Site Development Schedule**" attached hereto as Exhibit B and made a part hereof, subject to acts of terrorism, acts of war, floods, earthquakes, fires, tornadoes, casualties, acts of God (which shall not include weather), or governmental restrictions or mandates ("**Excusable Delays**"). Further, in connection with Developer's completion of the Developer Work (or any other public improvement work described in the Cooperative Agreement), City hereby agrees and confirms that it will not require performance bonds or letters of credit.

4. The Developer agrees that the City's financial contribution to the Developer Work will be the last source of funds utilized by the Developer to construct the Developer Work or to acquire the Theatre Property. Prior to the utilization of the City's contribution, Developer shall provide the City with written notice and itemized receipts establishing the use of all other funds required to construct the Developer Work or acquire the Theatre Property has occurred. Upon receipt of the aforementioned notice, the City shall review and approve the notice and respond to Developer regarding the use of the City funds. The City's financial contribution to the development of the Theatre Property or Redevelopment Project Area 4 more generally shall not exceed One Million Eight Hundred Forty Thousand Dollars ($1,840,000). To the extent any portion of the $1,840,000 is used toward TIF Reimbursable Costs, such amount should be in addition to the $13,786,470 approved for the Developer on a TIF Reimbursable Expense. Developer further agrees that the City shall be entitled to reimbursement for its financial contribution from revenues generated by the District – both those subject to allocation as economic activity taxes under the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et. seq., RSMo, as amended (the "**TIF Act**") and the 32nd Street Place Tax Increment Financing Redevelopment Plan (the "**TIF Plan**") and those not subject to allocation, as set forth in the Cooperative Agreement. The Developer hereby waives any rights it may have to seek reimbursement from the revenues generated by the District and subject to allocation under the TIF Act, TIF Plan, or the agreement between the City and the Developer implementing the same, until such time as the City has been fully reimbursed for its financial contribution as set forth in this Agreement, the Cooperative Agreement, and the side letter agreement for the implementation of Redevelopment Project 5 of the TIF Plan.

5. If Developer fails to complete any component of the Developer Work by the deadline for such component as set forth in the Site Development Schedule, subject to Excusable Delays, and provided Developer fails within ten (10) days after receipt of written notice from the City to complete the component of the Developer Work in question, or such longer period as may be agreed to by the City in order to complete such component of the Developer Work in question, a copy of which shall also be sent to District, then City (a) shall have the right to complete the uncompleted Developer Work, as such rights are set forth in the Cooperative Agreement, and (b) shall be allowed to submit a request for payment in the same manner as other CID Reimbursable Project Costs as provided in the Cooperative Agreement which requires that the City approve and certify each written request for disbursement. The City's completion of the Developer Work pursuant to this Section 4 shall further be governed by the following:

A. City may receive additional reimbursement of any costs to complete the Developer Work in excess of the amounts available from the CID Sales Tax Revenue Account out of Developer's portion of proceeds from funds generated under the TIF Contract. In connection therewith, the City shall submit costs associated with its completion of the Developer Work for certification to the City, as outlined in the TIF Contract. All reasonable costs and expenses incurred by City for the completion of the Developer Work in accordance with the Cooperative Agreement which are not reimbursed to City pursuant to the Cooperative Agreement or proceeds under the TIF Contract shall be the responsibility of Developer, payable by Developer upon written demand from the City and the provision of reasonable proof of the incurrence of such costs and expenses by the City, and the City shall be allowed to use any and all means available to it to recoup such costs, including the right to place a lien on property owned by Developer in Newton County, MO for any amounts that are not reimbursed after demand by the City.

6. If the City exercises its self-help rights under the Cooperative Agreement and as outlined in this Agreement with respect to any part of the Developer Work, City hereby agrees to assume the rights and undertake the obligations of Developer under the Cooperative Agreement with respect to the portions of the Developer Work it elects to complete. In addition, City shall undertake the Developer Work in accordance with the Cooperative Agreement and shall comply with all applicable federal, state, and local laws and requirements relating to construction of the Developer Work, including, without limitation, federal, state, and local laws and requirements related to public bidding, posting of payment and performance bonds, prohibitions and requirements contained in Chapters 67, 107, 208, 285, 290, 292, and 650, RSMo (as applicable), and the payment of prevailing wages to contractors or subcontractors of the City for construction of the Developer Work.

7. Should City be required to exercise its self-help rights and incur expenses in excess of the amount set forth in the Cooperative Agreement, the City may submit such additional costs for certification under the TIF Contract and City's allocated project budget amount shall increase and Developer's allocated project budget amount shall decrease by the amounts certified by the City.

8. Any changes to the Approved Plans and/or civil, engineering, or construction drawings, plans, and specifications associated with the completion of the work outlined in the Approved Plans shall be submitted to the City for review and approval. No changes to the Approved Plans shall occur without the prior consent of the City, said consent of which may not be unreasonably withheld, conditioned, or delayed.

9. Notwithstanding anything in the Cooperative Agreement, to the contrary, the Project Costs and/or the CID Project Budget shall not be amended or changed so that the current amounts of money allocated in the CID Project Budget to Developer Work are reduced from their current values in the CID Project Budget without the prior written consent of the City, which may be granted or withheld in its sole discretion.

10. Any and all notices and other communications required or permitted under this Agreement shall be made or given in writing and shall be delivered in accordance with the Cooperative Agreement.

11. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all such counterparts together shall constitute one and the same Agreement.

12. Each exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though it is set forth in full where referred to herein.

13. This Agreement shall be governed by the laws of the State of Missouri.

14. Nothing contained in this Agreement shall be deemed or construed, either by the Parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between any of the Parties hereto.

15. The Agreement may only be amended by a writing signed by all Parties hereto.

16. The Parties agree that all terms of the TIF Contract not in conflict or inconsistent with the provisions of this Agreement shall remain in full force and effect and control the relationship between the parties in regards to the development of the Theatre Property and are hereby incorporate into this Agreement as if fully set forth herein.

17. Upon full execution by the Parties, this Agreement or a memorandum of this Agreement, shall be recorded by the City in the Office of the Recorder of Deeds for Newton County, in Neosho, Missouri.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this instrument.

EXECUTED ON:

This ____ day of _____, 2021

WOODSONIA JOPLIN, LLC

By: _____
Name: _____
Title: _____

EXECUTED ON:

This ____ day of _____, 2021

CITY OF JOPLIN, MISSOURI

By: _____
Name: _____
Title: _____

EXECUTED ON:

This ____ day of _____, 2021

32ND STREET THEATRE COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of Theatre Property

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 1668.63 FEET; THENCE SOUTH 01°30'26" WEST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (32ND STREET), AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°29'34" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 228.35 FEET; THENCE SOUTH 85°37'49" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 200.25 FEET; THENCE SOUTH 88°29'34" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 77.67 FEET; THENCE SOUTH 01°34'12" EAST, A DISTANCE OF 557.17 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 472.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF NORTH 05°58'55" WEST, A RADIUS OF 546.50 FEET, FOR AN ARC DISTANCE OF 133.05 FEET; THENCE NORTH 12°57'24" WEST, A DISTANCE OF 96.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF NORTH 05°39'52" WST, A RADIUS OF 453.50 FEET, FOR AN ARC DISTANCE OF 115.44 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 198.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF NORTH 38°45'07" EAST, A RADIUS OF 30.00 FEET, FOR AN ARC DISTANCE OF 38.88 FEET TO THE **POINT OF BEGINNING**. CONTAINING 287,789.28 SQ. FEET (6.61 ACRES).

EXHIBIT B

Site Development Schedule