

AMENDED AND RESTATED COOPERATIVE AGREEMENT

AMONG

LBC DEVELOPMENT CORP.,

THE CITY OF LEE'S SUMMIT, MISSOURI,

AND

THE I-470 COMMUNITY IMPROVEMENT DISTRICT

_____, 2021

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AMENDED AND RESTATED COOPERATIVE AGREEMENT

This Amended and Restated Cooperative Agreement is entered on the ____ day of _____, 2021, by **LBC DEVELOPMENT CORP.**, a Missouri corporation, **THE CITY OF LEE'S SUMMIT, MISSOURI**, a Missouri constitutional charter city and political subdivision, and the **I-470 COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district and political subdivision.

RECITALS

A. On May 31, 2006, the Commission recommended that the City approve the TIF Plan in the Redevelopment Area, which was determined to be an economic development area pursuant to the TIF Act.

B. By Ordinance No. 6229, adopted by the City Council on August 3, 2006, the City approved the TIF Plan, determined that the Redevelopment Area is an economic development area and that the TIF Plan met the other applicable requirements of the TIF Act, designated the Redevelopment Project Area as a redevelopment project area in conformance the TIF Act, and selected Wilgate Development, L.L.C., a Missouri limited liability company ("Wilgate"), to implement the TIF Plan. Wilgate's rights, obligations and duties were assigned to the Developer pursuant to the TIF Contract Assignment.

C. By Ordinance No. 6340, adopted by the City Council on February 1, 2007, the City approved the creation of the CID. The boundaries of the CID include the Redevelopment Area as well as substantial portions of the interchange at I-470 and Strother Road, all as described in the CID Petition.

D. On February 1, 2007, the City Council adopted Ordinance No. 6339, which approved the TIF Contract for the TIF Plan.

E. The CID, pursuant to Resolution 2007-05, imposed a one percent sales tax, contingent upon approval by the City, which approval was granted by the City by Ordinance No. 6340, all in accordance with the CID Act.

F. Pursuant to the TIF Plan and the TIF Contract, the City and the Developer agreed that the Developer would use its best efforts to ensure that the CID would contract for the design and construction of the CID Improvements and issue bonds to pay the cost of the design and construction of the CID Improvements and related expenses, all in accordance with the terms of the original Cooperative Agreement dated March 8, 2007, among the Developer (as assignee of Wilgate pursuant to the CID Agreement Assignment), the City, the CID, and the TDD, and recorded as Instrument No. 2007E0034451.

G. Following the imposition of the CID Sales Tax and adoption of tax increment financing for the Redevelopment Project, funds will be made available to undertake reimbursement to the Developer for funds the Developer previously expended and to pay CID Costs for CID Improvements in accordance with this Agreement.

H. Under the Original Cooperative Agreement, the Developer, the City, the CID and the TDD determined at that time that it was appropriate that any excess revenue not required to pay for CID Costs or the costs of debt service related to any bonds issued by the CID to finance the CID Costs should be pledged to the TDD or City or to the bond trustee of the TIF obligations to assist in financing the Interchange Improvements which are located within the boundaries of the CID.

I. By Ordinance No. 8150 dated May 4, 2017, the City Council approved the Second Amendment to the TIF Plan and the First Amendment to the TIF Contract for the purpose of (i) revising the Redevelopment Project improvements to be constructed, (ii) deleting the definition of Eastern Collector Road, (iii) revising the definition of Public Road

Improvements, (iv) deleting the definition of Strother Interchange TDD Project, (v) revising the amount of projected Redevelopment Project Costs, (vi) revising the amount of Reimbursable Project Costs that will be reimbursed, (vii) revising the project schedule, (viii) updating revenue projections, tax impact statements, cost-benefit analyses, and anticipated assessed valuation numbers, and (ix) making such other changes as are consistent with the foregoing, all as described in more detail in the TIF Plan as amended.

J. The CID did not make a contribution to the Strother Interchange TDD Project as originally contemplated and the TIF Plan and the TIF Contract no longer include a CID contribution to the Strother Interchange TDD Project as a Reimbursable Project Cost.

K. The Interchange Improvements and the other public infrastructure improvements for which the TDD was created to fund have been completed and the TDD has initiated the procedure to abolish the TDD pursuant to Section 238.275, RSMo. The process to abolish the TDD is expected to be completed in 2021.

L. The Developer, the City, and the CID desire to amend and restate the Original Cooperative Agreement to (i) acknowledge that the TDD has no rights or obligations under this Agreement and to remove the TDD as a party to this Agreement, and (ii) update the provisions relating to the status of the CID Improvements, the CID Obligations, and the CID Services.

AGREEMENT

ARTICLE I **DEFINITIONS**

Section 1.01 **Definition of Words and Terms.** The following capitalized words and terms, as used in this Agreement, shall have the meanings described below.

A. **Agreement:** This Agreement amending and restating the Original Cooperative Agreement.

B. CID: The I-470 Community Improvement District, a Missouri community improvement district and political subdivision.

C. CID Act: The Community Improvement District Act, Sections 67.1401 to 67.1571, RSMo, as amended.

D. CID Agreement Assignment: The Assignment and Consent to Assignment of Developer's Obligations Under the Cooperative Agreement Among Wilgate, the City, the TDD, and the CID for the I-470 Business and Technology Tax Increment Financing Plan dated August 13, 2007, among Wilgate, the Developer, and the City.

E. CID Costs: The costs of the CID Improvements and the costs of the CID Services.

F. CID Improvements: The capital improvements to be constructed within the CID boundaries, including but not necessarily limited to, the following: (1) water, storm and sewer systems; and (2) internal streets and utilities.

G. CID Obligations: Bonds, debentures, loans, notes, special certificates or other evidences of indebtedness issued by the CID to finance all or any portion of the CID Costs, to finance the cost of issuing such obligations, to establish reserves or to refund or secure such obligations, to finance the interest costs associated with such obligations or to refund, redeem or defease outstanding obligations.

H. CID Petition: The petition to establish the I-470 Community Improvement District filed with the City on October 11, 2006, and approved by Ordinance No. 6340, adopted by the City on February 1, 2020.

I. CID Sales Tax: A sales tax of one percent on sales at retail within the CID which shall be levied by the CID pursuant to the CID Act.

J. CID Services: Cleaning, maintenance, administration and other services related to the private property within the CID, including, but not limited to: (1) litter removal and cleaning of common areas, streets and sidewalks within the CID; (2) providing and/or replacing sidewalks or other public amenities as necessary within the CID; (3) providing landscape care and weed abatement; (4) providing, maintaining and/or replacing landscaping within the CID; (5) providing and/or contracting for reasonable and necessary managerial, engineering, legal, technical, planning, clerical, accounting and financial consulting of the CID.

K. City: The City of Lee's Summit, Missouri.

L. City Council: The governing body of the City.

M. Code: The Internal Revenue Code.

N. Commission: The Tax Increment Financing Commission of Lee's Summit, Missouri.

O. Developer: LBC Development Corp., a Missouri corporation and its successors and assigns.

P. Economic Activity Taxes: Economic activity taxes as defined in the TIF Act.

Q. Event of Default: Any event specified in Article VIII of this Agreement.

R. Interchange Improvements: The completed interchange at the intersection of I-470 and Strother Road, including additional lanes to I-470 from Woods Chapel Road to Colbern Road, extension of Strother Road east of I-470 to the eastern collector road and the construction of the eastern collector road.

S. MoDOT: The Missouri Department of Transportation and/or the Missouri Highways and Transportation Commission.

T. Obligations: The CID Obligations and the TIF Obligations, if any.

U. Original Cooperative Agreement: The Cooperative Agreement dated March 8, 2007, among the Developer (as assignee of Wilgate pursuant to the CID Agreement Assignment), the City, the CID, and the TDD, and recorded as Instrument No. 2007E0034451.

V. Payments in Lieu of Taxes: Payments in lieu of taxes as defined in the TIF Act.

W. Public Works Department: The Public Works Department of the City.

X. Redevelopment Area: The Redevelopment Area established pursuant to the TIF Plan.

Y. Redevelopment Project: The redevelopment project to be constructed by the Developer pursuant to the TIF Plan.

Z. Reimbursable Project Costs: The redevelopment project costs identified in Exhibit 4 to the TIF Plan, plus interest and financing costs.

AA. RSMo. The Revised Statutes of Missouri, as amended.

BB. Special Allocation Fund: The fund created pursuant to the TIF Act for the TIF Plan into which the City shall deposit Economic Activity Taxes and Payments in Lieu of Taxes pursuant to the TIF Plan.

CC. TDD: The Strother Interchange Transportation Development District, a Missouri transportation development district and political subdivision of the State of Missouri, created pursuant to the TDD Act and the judgment of the Circuit Court of Jackson County, Missouri at Independence, in Case No. 99-CV-222085 entered on January 21, 2000.

DD. TDD Act: The Missouri Transportation Development District Act, Section 238.200 to 238.280, RSMo, as amended.

EE. TDD Agreement: The First Amended and Restated Cooperative Agreement between Atcheson, Haas, L.L.C., Ralph Powell Road Development, L.L.C., the City, the TDD and the CID, dated March 8, 2007, and recorded as Instrument No. 2007E0034452, and as

amended by the Amendment to First Amended and Restated Cooperative Agreement dated March 7, 2018, and recorded as Instrument No. 2018E0023518.

FF. TIF Act: The Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, RSMo.

GG. TIF Contract: The contract between the City and Wilgate concerning implementation of the TIF Plan, dated March 8, 2007, as assigned to the Developer pursuant to the TIF Contract Assignment, and as amended by the First Amendment to Tax Increment Financing Contract dated May 23, 2017, between the City and the Developer.

HH. TIF Contract Assignment: The Assignment and Consent to Assignment of Developer's Obligations Under the Tax Increment Financing Contract for the I-470 Business and Technology Tax Increment Financing Plan dated August 13, 2007, among Wilgate, the Developer, and the City.

II. TIF Obligations: Bonds, debentures, loans, notes, special certificates or other evidences of indebtedness issued by the TIF to finance all or any portion of Reimbursable Project Costs, to finance the cost of issuing such obligations, to establish reserves or to refund or secure such obligations, to finance the interest costs associated with such obligations or to refund, redeem or defease outstanding obligations.

JJ. TIF Plan: The I-470 Business and Technology Tax Increment Financing Plan, approved by the City Council by Ordinance No. 6229 dated July 27, 2006, as amended by Ordinance No. 7757 dated August 13, 2007, and by Ordinance No. 8150 dated May 4, 2017.

KK. TIF Revenue: Economic Activity Taxes and Payments in Lieu of Taxes.

ARTICLE II
COLLECTION OF FUNDS

Section 2.01 Collection of CID Sales Tax. The Missouri department of revenue shall collect the CID Sales Tax within the CID boundaries in accordance with the CID Act. Pursuant

to the TIF Act and the TIF Plan, 50% of the CID Sales Tax which is generated within the Redevelopment Area will be captured as Economic Activity Taxes and deposited by the City into the Special Allocation Fund. The City shall transfer the remaining CID Sales Tax to the CID.

ARTICLE III
CONSTRUCTION OF CID IMPROVEMENTS

Section 3.01 **Completion of Construction.** The CID Improvements are complete and the Developer and the City are currently reconciling final Reimbursable Project Costs and available TIF Plan revenues. Once the Developer submits its final application for reimbursement under the TIF Plan and the City approves and pays the application, the Developer and the City intend to initiate the process to terminate the TIF Plan. By this Agreement, the Parties acknowledge and agree that: (1) the CID Improvements have been completed in accordance with the final plans and specifications as approved and amended by the Public Works Department in accordance with this Agreement; and (2) all sums due to the contracted entity have been paid.

Section 3.02 **Acceptance of CID Improvements.** The Parties acknowledge and agree that the Public Works Department has approved the CID Improvements and that the City has accepted ownership of the CID Improvements and the responsibility for maintenance of the CID Improvements.

Section 3.03. **Approval of Reimbursement of CID Costs.** Reimbursement of CID Costs that are also Reimbursable Project Costs shall be subject to the requirements of the TIF Contract related to disbursements from the Special Allocation Fund of Reimbursable Project Costs.

ARTICLE IV
OWNERSHIP AND MAINTENANCE OF CID IMPROVEMENTS

Section 4.01 Title to the Project. By this Agreement, the CID transfers all of its rights, title and interest to the CID Improvements to the City and the City approves and accepts the transfer of all the CID's rights, title and interest to the CID Improvements., except to the extent such income or assets are necessary to provide funding for ongoing CID Services.

Section 4.02 Maintenance of CID Improvements. The City shall maintain the CID Improvements; provided, however, that the CID may continue to fund CID Services for so long as the CID Sales Tax remains in effect.

Section 4.03 Insurance Requirements.

A. The CID shall maintain throughout the term of this Agreement a policy of insurance to cover the exceptions for sovereign and governmental immunity set forth in Section 537.600 of the Revised Statutes of Missouri in the maximum amounts set forth in Section 537.610 of the Revised Statutes of Missouri. The CID shall provide a certificate of such policy to the City naming the City as an additional insured.

ARTICLE V
FINANCING CID IMPROVEMENTS

The CID Improvements are complete and no CID Obligations were issued to fund the CID Improvements. The CID Improvements were funded with CID Sales Tax revenue and TIF Plan revenue in accordance with this Agreement and the TIF Plan.

ARTICLE VI

Reserved.

ARTICLE VII
SPECIAL COVENANTS

Section 7.01 Records of the CID. The CID shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in

relation to its business affairs in accordance with the standards established by the Governmental Accounting Standards Board consistently applied, and will furnish to the City such statistical and other operating information requested on a periodic basis, in order to enable the City to determine whether the covenants, terms and provisions of this Agreement have been met. In addition, the CID shall furnish annual audited financial statements to the City for each fiscal year no later than June 30 following the end of such fiscal year. Prior to approval by the CID, the CID shall also submit the CID's proposed annual budget to the City for review and comment by the City. For the purposes, all pertinent books, documents and vouchers relating to its business, affairs and properties shall at all times during regular business hours be open to the inspection of such accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

Section 7.02 **Records of the City.** The City shall keep and maintain adequate records pertaining to disbursements for reimbursement or payment of the CID Costs. Such records shall be available for inspection by the CID upon reasonable notice.

ARTICLE VIII **EVENTS OF DEFAULT**

Section 8.01 **Events of Default.** If any one or more of the following events shall occur and be continuing, such event or events shall constitute an Event of Default under this Agreement:

A. Failure by the City to make a payment, or failure by the CID to make a payment, in a timely manner as required by this Agreement; and the continuance of such failure for five (5) days following written notice from the non-defaulting party of such failure; or

B. Failure by the City, the Developer or the CID in the performance of any other covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for 60 days after the non-defaulting party or the has given written notice to the defaulting party specifying such default.

Section 8.02 Remedies on Default. Subject to any restrictions contained in the indenture for any outstanding Obligations against acceleration of the maturity of any such Obligations, if any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement.

Section 8.03 Rights and Remedies Cumulative. The rights and remedies reserved by any party under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The CID, the TDD, the Developer and the City shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party waives the right to raise such defense in any proceeding in equity.

Section 8.04 Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided in this Agreement with respect

to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

ARTICLE IX

Reserved.

ARTICLE X
REPRESENTATIONS

Section 10.01 Representations by the CID. The CID represents that:

A. The CID is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The CID has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the CID has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The CID has taken all necessary action to approve the CID Improvements. No further action or approvals by the CID are necessary in connection with the construction or financing of the CID Improvements.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the CID will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the CID is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the CID or any of its property, or result in the creation of imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of

the property or assets of the CID under the terms of any instrument or agreements to which the CID is a party.

E. No litigation or proceeding is pending or threatened against the CID that will affect the right of the CID to execute or deliver this Agreement or the ability of the CID to comply with its obligations under this Agreement.

Section 10.02 Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement and its authorized representative has been duly authorized to execute and deliver this Agreement.

C. The City has taken all necessary action for the approval of the TIF Plan, the TIF Contract and the CID Improvements.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

E. No litigation or proceeding is pending or threatened against the City that will affect the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 10.03 Representations by the Developer. The Developer represents that:

A. The Developer is duly organized and existing under the laws of the State of Missouri as a corporation.

B. The Developer has authority to enter into this Agreement and to carry out its obligations under this Agreement and its authorized representative has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the Developer will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the Developer is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the Developer or any of its property, or result in the creation of imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Developer under the terms of any instrument or agreement to which the Developer is a party.

D. No litigation or proceeding is pending or threatened against the Developer that will affect the right of the Developer to execute or deliver this Agreement or the ability of the Developer to comply with its obligations under this Agreement.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01 Notices. All notices and other communications required or desired to be given under this Agreement shall be in writing and shall be deemed duly given when mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

- To the City:** City of Lee's Summit, Missouri
Attn: City Administrator
220 SE Green Street
Lee's Summit, Missouri 64063
- With a copy to: City of Lee's Summit, Missouri
Attn: City Attorney
220 SE Green Street
Lee's Summit, Missouri 64063
- To the Developer:** LBC Development Corp.
Attn: Jay Burchfield
302 Campusview Drive, Suite 106
Columbia, Missouri 65201
- With a copy to: Rouse Frets White Goss Gentile Rhodes, P.C.
Attn: William B. Moore, Esq.
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111
- To the CID:** The I-470 Community Improvement District
302 Campusview Drive, Suite 106
Columbia, Missouri 65201
- With a copy to: Rouse Frets White Goss Gentile Rhodes, P.C.
Attn: William B. Moore, Esq.
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111

All notices given by certified or registered mail shall be deemed duly given as of the date they are mailed. A duplicate copy of each notice or other communication given by any party to this Agreement shall also be given to the other parties. The City, the CID, the TDD and the Developer may from time to time designate, by notice given to the other parties, another address to which subsequent notices or other communications shall be sent.

Section 11.02 Recording of Agreement. This Agreement shall be recorded in the Office of the Recorder of Deeds of Jackson County, Missouri, at Independence. A notice of the termination of this Agreement shall be recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence, after title to the CID Improvements is transferred to the City pursuant to the CID Act.

Section 11.03 Immunity of Officers, Employees and Members of the City, the Developer, and the CID. No recourse shall be had for the payment of the principal of or premium or interest on any bonds or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, member, employee, director or agent of the City, the Developer, or the CID, or, respectively, of any successor public or private corporation thereto, as such, either directly or through the City, the Developer, or the CID, or respectively, any successor public or private corporation thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 11.04 Amendments.

A. This Agreement may be amended from time to time by the mutual agreement of the City, the Developer, and the CID.

Section 11.05 Survival. In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

Section 11.06 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.


Section 11.07 Effective Date. This Agreement shall be in effect from and after its execution by all of the parties and shall remain in effect until the CID Improvements which are approved pursuant to Article III of this Agreement are completed and the CID Services are fully implemented, , at which time this Agreement shall terminate.

Section 11.08 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

Executed by the Developer the 25th day of January, 2021.

LBC DEVELOPMENT CORP.



Jay Burchfield, President

Executed by the City the _____ day of _____, 2021.

CITY OF LEE'S SUMMIT, MISSOURI

Bill Baird, Mayor

ATTESTED:

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

City Attorney

Executed by the CID the 25th day of January, 2021.

THE I-470 COMMUNITY IMPROVEMENT DISTRICT



Name and Title: Jay Burchfield, Chairman

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this 25th day of January, 2021 before me, the undersigned, a notary public in and for the county and state aforesaid, came Jay Burchfield, who is the President Member of LBC Development Corp., a Missouri corporation, and who is personally known to me to be the same person who executed this Amended and Restated Cooperative Agreement and he duly acknowledged the execution of this instrument for and on behalf of said corporation, and acknowledged this instrument to be the free act and deed of said corporation.

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

My Commission Expires:

8-25-24

Megan Miller
Notary Public

Megan Miller
(Printed Name)



STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED that on the ____ day of _____, 2021, before me, the undersigned Notary Public in and for the county and state aforesaid, personally appeared _____, to me personally known, who being by me duly sworn did say that s/he is of the City of Lee's Summit, Missouri, a Missouri constitutional charter city and political subdivision existing under and by virtue of the laws of the State of Missouri, and that the seal affixed to this Amended and Restated Cooperative Agreement is the seal of said city and that said instrument was signed and sealed on behalf of the said city by authority of its city council, and said _____ acknowledged said instrument to be the free act and deed of said city.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year first above written.

Notary Public

My Commission Expires:

Printed Name

STATE OF MISSOURI)
) ss.
COUNTY OF ~~JACKSON~~ BOONE)

On this 25th day of January 2021, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jay Burchfield, Chairman of the Board of Directors of the I-470 Community Improvement District, a Missouri community improvement district and political subdivision, and who is personally known to me to be the same person who executed this Amended and Restated Cooperative Agreement, and he duly acknowledged that he, as such Chairman being authorized so to do, executed this instrument for and on behalf of said community improvement district for the purposes therein contained, and acknowledged this instrument to be the free act and deed of said community improvement district.

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

My Commission Expires:

8-25-24

Megan Miller
Notary Public

Megan Miller
(Printed Name)



CONSENT

The TDD acknowledges it has no rights or obligations under this Amended and Restated Cooperative Agreement and consents to being removed as a party.

Executed by the TDD the 25 day of January, 2021.

**THE STROTHER INTERCHANGE
TRANSPORTATION DEVELOPMENT DISTRICT**



Mike Atcheson, Executive Director

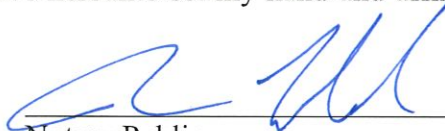
STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 25 day of January, 2021, before me, the undersigned, a notary public in and for the county and state aforesaid, came Mike Atcheson, Executive Director of The Strother Interchange Transportation Development District, a Missouri transportation development district and political subdivision, and who is personally known to me to be the same person who executed this Consent to Amended and Restated Cooperative Agreement, and he duly acknowledged that he, as such Executive Director being authorized so to do, executed this consent for and on behalf of said transportation development district for the purposes therein contained, and acknowledged this consent to be the free act and deed of said transportation development district.

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

My Commission Expires:

Sept 4 2024



Notary Public

Robin McCormick

(Printed Name)

