

## TRANSFEEE AGREEMENT

This TRANSFEEE AGREEMENT (“Transferee Agreement”) is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2017 and is made by and among **RITTER PLAZA, LLC**, a Missouri limited liability company (“Developer”), **HB Summit, LLC**, a Missouri limited liability company (“Transferee”), and the **CITY OF LEE’S SUMMIT, MISSOURI**, a municipal corporation (“City”)

### RECITALS

- A. On November 17, 2007, the City council of Lee’s Summit, Missouri (the “City Council”) adopted Ordinance No. 6537 approving the Ritter Plaza Tax Increment Financing Plan (“the Plan”).
- B. Developer and City are parties to the Plan.
- C. On November 12, 2008, the City and Developer entered into a Tax Increment Finance Contract that set forth the respective obligations and duties of the City and Developer with respect to the implementation of the Plan (“the Contract”), which was subsequently amended by passage of Ordinance No. 7589.
- D. Subject to the City’s consent, Developer is selling a portion of the Redevelopment Area (as defined in the Contract), described more fully as **Lot 9B, RITTER PLAZA LOT 9A and LOT 9B, a Subdivision in Lee’s Summit, Jackson County, Missouri** (the “Property”), to Transferee and pursuant to Section 29 of the Contract, Transferee is required to enter into this Contract to confirm its agreement to comply with the Contract as it relates to the Property.

NOW THEREFORE, for and in good consideration of the foregoing and the covenants and obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among Developer, Transferee and the City as follows:

1. Recitals Incorporated. The above Recitals are hereby incorporated into this Agreement in full and form an integral part hereof.
2. Definitions. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Plan and the Contract.
3. Agreement by Transferee. Transferee acknowledges and agrees that its acquisition of the Property and the transfer of the property to Transferee is subject in all respects to the Redevelopment Agreement, the requirements of the Plan, the Redevelopment Plan Ordinance referenced above, and the rights of the City pursuant to the Redevelopment Agreement, the Act, and the Redevelopment Plan Ordinance. Transferee hereby agrees that it will comply with the requirements of the Plan and the obligations in the Redevelopment Agreement relating to the Property.
4. City’s Consent. Upon the execution of this Agreement, the sale of the Property shall be deemed to have been approved and consented to by the City in the manner described in section 29A of the Contract.
5. Representations and Warranties of Transferee. Transferee is a Missouri limited liability company qualified and authorized to conduct its business in the State of Missouri and has all requisite

power and authority to enter into, execute this Agreement and to perform its obligations hereunder. Upon its acquisition of title to the Property from Developer, Transferee shall be the sole owner of the Property and landlord under a Lease with PetSmart, Inc. which intends to operate a PetSmart retail store on the Property. This Agreement, assuming the due execution and delivery hereof by Developer and City, constitutes legal, valid, and binding obligations of the Transferee, enforceable against Transferee in accordance with the terms and conditions herein.

6. Notices. All notices, requests and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail with postage prepaid as follows:

**If to Transferee:**

HB Summit, LLC  
Attention: Douglas L. Henzlik  
5341 West 151<sup>st</sup> Terrace  
Leawood, Kansas 66224

**If to Developer:**

Ritter Plaza, LLC  
Attn: Kevin Fitzpatrick  
6431 Norwood  
Mission Hills, KS 66208

**With a copy to:**

John M. Keller  
Kutak Rock LLP  
2300 Main Street, Suite 800  
Kansas City, MO 64108

**If to City:**

City Attorney  
City Hall  
220 SE Green Street  
Lee's Summit, MO 64063

7. Successors and Assigns. All rights, benefits and obligations of Developer and Transferee hereunder shall inure to and bind Developer and Transferee, respectively, and this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

8. Governing Law. This Agreement shall be governed by the laws of the State of Missouri.

9. Counterparts. This Agreement may be executed in one more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

10. Expenses. Except as otherwise provided herein, each of the parties hereto will pay its own costs and expenses, including attorney's fees, incurred by such party or on its behalf in connection with this Agreement and the transactions contemplated herein, except that Developer shall pay for all

expenses incurred by the City.

IN WITNESS WHEREOF, the parties have set their hands as of the date shown above.

**DEVELOPER:**

**RITTER PLAZA, LLC**

By: \_\_\_\_\_  
Name: Kevin Fitzpatrick  
Title: Manager

STATE OF MISSOURI        )  
  )        SS.  
COUNTY OF JACKSON     )

On this \_\_\_\_ day of \_\_\_\_\_, 2017 before me, a Notary Public in and for said state,  
Personally appeared Kevin Fitzpatrick, the Manager of Ritter Plaza, LLC, personally known by me to be  
the person who executed the within instrument on behalf of said company and acknowledged to me that  
he executed the same for the purposes therein stated.

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

\_\_\_\_\_  
Notary Public

My commission Expires:  
\_\_\_\_\_

Printed Name: \_\_\_\_\_



**CITY:**

**THE CITY OF LEE’S SUMMIT, MISSOURI**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Manager

STATE OF MISSOURI        )  
  )        SS.  
COUNTY OF JACKSON     )

On this \_\_\_\_ day of \_\_\_\_\_, 2017 before me, a Notary Public in and for said state, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the City of Lee’s Summit, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my notarial seal the day and year last above written.

[SEAL]

\_\_\_\_\_  
Notary Public in and for said County  
and State

My Commission Expires:

\_\_\_\_\_

Printed Name: \_\_\_\_\_