

## SECOND AMENDMENT TO TAX INCREMENT FINANCING CONTRACT

This Second Amendment to Tax Increment Financing Contract (“Amendment”) is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2017 and is made by and among **RITTER PLAZA, LLC**, a Missouri limited liability company (“Developer”) and the **CITY OF LEES 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, as thereafter amended (“the Contract”), which was subsequently amended by passage of Ordinance No. 7589.

D. 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 HB Summit, LLC, a Missouri limited liability company (“Transferee”).

E. Transferee intends to construct improvements on the Property for lease as a PetSmart retail store.

F. Section 11 and Exhibit G, U. of the Contract prohibit the Property from being used for “Hospital” and the City is willing to enter into this Amendment to permit “veterinary hospitals” on the Property as an incidental service provided in a free standing pet product store, upon the terms and conditions herein.

G. Section 11 and Exhibit G, VV. of the Contract prohibit the Property from being used for “pet grooming” and the City is willing to enter into this Amendment to permit “pet grooming” on the Property as an incidental service provided in a free standing pet product store, upon the terms and conditions herein.

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 and the City as follows:

1. The above Recitals are hereby incorporated into this Agreement in full and form an integral part hereof. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Plan and the Contract. Except as amended herein, all provisions of the Contract shall remain in full force and effect.

2. Amendment. Exhibit G, line “U” of the Contract is hereby amended to read: “U. Hospital, other than a veterinary hospital on Lot 9B, RITTER PLAZA LOT 9A and LOT 9B, a Subdivision in Lee’s Summit, Jackson County, Missouri, that is an incidental service by a retail free



