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 ("Develop	per") 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. <u>Amendment</u>. 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

standing store with its main product line of its business selling household pets and pet-related products and equipment, and not more than thirty percent (30%) of the building premises square footage dedicated to the veterinary hospital." Exhibit G, line "VV" of the Contract is hereby amended to read: "VV. Pet grooming, except to the extent such services are provided on Lot 9B, RITTER PLAZA LOT 9A and LOT 9B, a Subdivision in Lee's Summit, Jackson County, Missouri, as an incidental service by a retail free standing store with its main product line of its business selling household pets and pet-related products and equipment, and not more than thirty percent (30%) of the building premises square footage dedicated to the pet-grooming table area."

3. <u>Miscellaneous</u>. This Agreement shall be governed by the laws of the State of Missouri. 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.

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)	
Personally appeared Kevin Fit the person who executed the he executed the same for the p	itzpatrick, the Mai within instrument purposes therein st	
IN TESTIMONTY WHEREC year written above.	OF, I have hereui	nto set my hand and affixed my official seal the day and
		Notary Public
My commission Expires:		
		Printed Name:

CITY:

THE CITY OF LEE'S SUMMIT, MISSOURI

	By:
	Name: Title: Mayor
STATE OF	
	2017 before me a Notary Public in and for said state
personally appeared, the, Missouri, a Missouri municipal corporation, th by authority of its City Council, and acknowled corporation.	2017, before me, a Notary Public in and for said state, of the City of Lee's Summit, at said instrument was signed on behalf of said corporation dged said instrument to be the free act and deed of said
IN WITNESS WHEREOF, I have hereunder so last above written.	et my hand and affixed my notarial seal the day and year
[SEAL]	
	Notary Public in and for said County and State
My Commission Expires:	
	Printed Name: