

**SECOND AMENDMENT TO FIRST AMENDED AND RESTATED
COOPERATIVE AGREEMENT**

THIS SECOND AMENDMENT TO FIRST AMENDED AND RESTATED COOPERATIVE AGREEMENT (the “Amendment”) is entered into on the _____ day of _____, 2021, by and among **RPWC HOLDINGS, LLC**, a Missouri limited liability company (“Developer”), **THE CITY OF LEE'S SUMMIT, MISSOURI**, a Missouri constitutional charter city and political subdivision (“City”), and **THE STROTHER INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT**, a Missouri transportation development district and political subdivision (“TDD”).

RECITALS

A. The TDD is a Missouri Transportation Development District and a 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.

B. The City is a Missouri constitutional charter city and political subdivision of the state of Missouri and is the “local transportation authority” under the TDD Act.

C. The I-470 Community Improvement District (“CID”) is a Missouri Community Improvement District and a political subdivision of the state of Missouri created pursuant to the CID Act and Ordinance No. 6340 adopted by the City Council on February 1, 2007.

D. The TDD, the City, and Atcheson, Haas, L.L.C. entered into the Cooperative Agreement dated March 19, 2001 and recorded as Document Number 2001I0046706, as amended and restated by the First Amended and Restated Cooperative Agreement dated March 8, 2007 and recorded as Document No. 2007E0034452 among the TDD, the City, the CID, Atcheson, Haas, L.L.C., and Ralph Powell Road Development, L.L.C., as amended by the Amendment to Amended and Restated Cooperative Agreement dated March 7, 2018 and recorded as Document No. 2018E0023518 (collectively, the “Cooperative Agreement”) to establish their respective rights and obligations regarding the financing, design, and construction of the Public Road Improvements.

E. The Developer is the successor entity to (a) Atcheson, Haas, L.L.C., which was terminated by the Articles of Termination filed with the Missouri Secretary of State on December 30, 2014 as Document No. LC0014095, and (b) Ralph Powell Road Development, L.L.C., which was terminated by the Articles of Termination filed with the Missouri Secretary of State on January 22, 2015 as Document No. LC0675085.

F. The TDD imposed a one-half percent (0.5%) sales tax (“TDD Sales Tax”) as approved by the qualified voters within the TDD pursuant to the TDD Act. The TDD Sales Tax was terminated effective July 1, 2020 in accordance with Resolution No. 2020-01 dated May 5, 2020, and in furtherance of Resolution No. 2018-08 dated December 17, 2018, which authorized the District to initiate the process to abolish the District pursuant to the TDD Act.

G. The City, the TDD, the CID, and LBC Development Corp., a Missouri corporation (“CID Developer”), as assignee of Wilgate Development, L.L.C., a Missouri limited liability company, are parties to the Cooperative Agreement (“CID Agreement”) dated March 8, 2007, and recorded as Instrument No. 2007E0034451 in connection with the operation of the CID and financing for the CID Improvements and CID Services (as defined in the CID Agreement).

H. Under the CID Agreement, it was originally contemplated that the CID may contribute, subject to availability of funds, to the construction of a new interchange for Strother Road at I-470 and related improvements as part of the Public Road Improvements (“Interchange Project”). The Interchange Project is complete and the CID did not contribute to the Interchange Project and such contribution is no longer a Reimbursable Project Cost under 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 (“I-470 TIF Plan”) and the related contract concerning implementation of the I-470 TIF Plan, dated March 8, 2007, as assigned to the CID 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 CID Developer.

I. The parties to the CID Agreement intend to amend and restate the CID Agreement to acknowledge that the TDD has no rights or obligations under the CID Agreement and to remove the TDD as a party to the CID Agreement.

J. In addition, Article VI of the Cooperative Agreement states “After all of the Public Road Improvements have been repaid, the TDD shall pledge such TDD Sales Tax Revenues to the CID if CID Obligations are issued to assist in the financing of Public Road Improvements which located within the boundaries of the CID, or to the City, if TIF Obligations are issued, to assist in the financing of the Public Road Improvements which are authorized under the [Amended and Restated Chapel Ridge Tax Increment Financing Plan approved by the City Council by Ordinance No. 6227, as amended (“TIF Plan”)] and by the TDD.”

I. The Public Road Improvements are complete and no CID Obligations were issued.

K. The parties desire to amend the Cooperative Agreement to (a) acknowledge that the CID has no rights or obligations under this Agreement and to remove the CID as a party to this Agreement, (b) amend Section 3.08 of this Agreement to clarify that surplus funds of the TDD shall be disbursed pursuant to the Dissolution Agreement among the TDD, the City, and MoDOT, (c) delete Article VI of this Agreement, and (d) amend Section 11.07 of this Agreement to acknowledge that the TDD intends to complete the process to abolish the TDD pursuant to Section 238.275 of the TDD Act in 2021 and that this Agreement shall automatically terminate at such time as the TDD Board of Directors adopts a resolution in accordance with Section 238.275.5 of the TDD Act formally declaring that the TDD is abolished.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment and other good and valuable mutual consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Capitalized Terms. Except as otherwise defined in this Amendment, capitalized terms shall have the meaning given to them in the Cooperative Agreement.
2. CID. The parties acknowledge that the CID has no rights or obligations under this Agreement and that the CID should be removed as a party to this Agreement. The CID joins in this Agreement for the sole purpose of acknowledging that the CID has no rights or obligations under this Agreement and agreeing to be removed as a party to this Agreement.
3. Amendment of Cooperative Agreement. The Cooperative Agreement is hereby amended to add the following Sections 3.08 and 11.07:

Section 3.08 is deleted in its entirety and replaced with:

Section 3.08 Surplus District Funds. After the TDD has completed its funding obligations for the Streetlight Improvements, the TDD intends to initiate the process to abolish the TDD pursuant to Section 238.275 of the TDD Act. To the extent the TDD has any remaining Sales Tax Revenue funds when the TDD has satisfied the abolishment requirements, the parties agree that such surplus funds will be disbursed in accordance with the Dissolution Agreement among the TDD, the City, and MoDOT. The City shall use the TDD's surplus funds for public infrastructure improvements within the boundaries of the TDD on such projects as the City may deem reasonable or necessary.

Article VI is deleted in its entirety.

Section 11.07 is deleted in its entirety and replaced with:

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 Developer Road Improvements which are approved pursuant to Article III of this Agreement are completed, the Public Road Improvements are completed, all TDD Obligations are paid, or their payment has been provided for under the respective indentures, and the TDD Board of Directors adopts a resolution in accordance with Section 238.275.5 of the TDD Act formally declaring that the TDD is abolished, at which time this Agreement shall terminate and the parties shall have no continuing rights or obligations hereunder.

4. City and District Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Manager or Public Works Director or their designee without the necessity of any action by the City Council. The City Manager or Public Works Director, at their discretion, may seek the advice or consent of the City Council for any requested approval. Unless specifically provided to the contrary herein, all approvals of the

TDD hereunder may be given by the Chairman or his designee without the necessity of any action by the Board of Directors. The Chairman, at his discretion, may seek the advice or consent of the Board of Directors for any requested approval.

5. Further Cooperation. The parties agree to work together and to promptly approve all matters subject to the approval of any individual party under this Contract to achieve completion of the Streetlight Improvements in an efficient and expedited manner.

6. Other Terms Unchanged. All of the terms of the Cooperative Agreement shall remain in full force and effect, except as modified and amended by this Amendment.

7. Execution of Counterparts. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
William Baird, Mayor

ATTESTED:

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

David Bushek, Assistant City Attorney

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 Randall Roads and Trisha Fowler Arcuri, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, respectively, 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 Second Amendment to First Amended and Restated Cooperative Agreement is the seal of said city and that said Amendment to First Amended and Restated Cooperative Agreement was signed and sealed on behalf of the said city by authority of its city council, and said William Baird and Trisha Fowler Arcuri acknowledged said Second Amendment to First Amended and Restated Cooperative Agreement to be the free act and deed of said city.

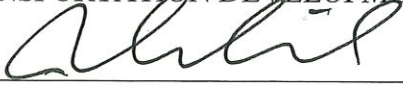
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year first above written.

Notary Public

My Commission Expires:

Printed Name

THE STROTHER INTERCHANGE
TRANSPORTATION DEVELOPMENT DISTRICT

By: 
Michael D. Atcheson, Executive Director

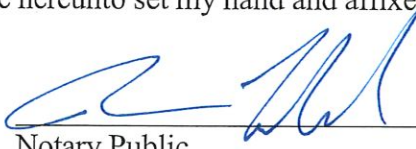
STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

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 Second Amendment to First Amended and Restated Cooperative Agreement, and he duly acknowledged that he, as such Executive Director being authorized so to do, executed this Second Amendment to First Amended and Restated Cooperative Agreement for and on behalf of said transportation development district for the purposes therein contained, and acknowledged this Second Amendment to First Amended and Restated Cooperative Agreement 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)



RPWC HOLDINGS, LLC

By: Michael D. Atcheson
Michael D. Atcheson, Member

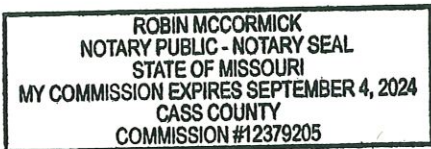
STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 25 day of January, 2021, before me, the undersigned, a notary public in and for the county and state aforesaid, came Michael D. Atcheson, who is a Member of RPWC Holdings, LLC, a Missouri limited liability company, and who is personally known to me to be the same person who executed this Second Amendment to First Amended and Restated Cooperative Agreement and he duly acknowledged the execution of this Second Amendment to First Amended and Restated Cooperative Agreement for and on behalf of said limited liability company, and acknowledged this instrument to be the free act and deed of said limited liability company.

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

My Commission Expires:

Robin McCormick
Notary Public




Robin McCormick
(Printed Name)

CONSENT

The CID acknowledges it has no rights or obligations under the Cooperative Agreement and consents to being removed as a party.

I-470 COMMUNITY IMPROVEMENT DISTRICT

By: 
Jay Burchfield, Chairman

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 Second Amendment to First Amended and Restated Cooperative Agreement, and he duly acknowledged that he, as such Jay Burchfield being authorized so to do, executed this Consent to Second Amendment to First Amended and Restated Cooperative Agreement for and on behalf of said community improvement district for the purposes therein contained, and acknowledged this Consent to Second Amendment to First Amended and Restated Cooperative Agreement 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


Notary Public

Megan Miller
(Printed Name)

