

**FIFTH AMENDMENT
TO THE AMENDED AND RESTATED
TAX INCREMENT FINANCING CONTRACT**

THIS FIFTH AMENDMENT TO THE AMENDED AND RESTATED TAX INCREMENT FINANCING CONTRACT (the “**Fifth Amendment**”) dated as of ____, 2023, by and between the **CITY OF LEE’S SUMMIT, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (“**City**”) and **RED LEE’S SUMMIT EAST, LLC**, a Missouri limited liability company (the “**Developer**”).

RECITALS:

WHEREAS, City and Developer entered into the Amended and Restated Tax Increment Financing Contract dated May 27, 2008 (the “**Contract**”), as amended by the First Amendment to Amended and Restated Tax Increment Financing Contract dated as of October 20, 2008 (the “**First Amendment**”), the Second Amendment to Amended and Restated Tax Increment Financing Contract dated as of July 23, 2009 (the “**Second Amendment**”), the Third Amendment to Amended and Restated Tax Increment Financing Contract dated as of March 17, 2011 (the “**Third Amendment**”) and the Fourth Amendment to Amended and Restated Tax Increment Financing Contract dated as of February 28, 2012 (the “**Fourth Amendment**,” together with the Contract, First Amendment, Second Amendment and Third Amendment, the “**Existing Contract**”); and

WHEREAS, Developer has requested an amendment to the non-retail development limitation set forth in Exhibit I of the Existing Contract, to allow for more service oriented, non-sales tax generating development within Redevelopment Project Area 1; and

WHEREAS, the parties desire to amend the Existing Contract to allow for more service oriented, non-sales tax generating development in Redevelopment Project Area 1.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Words and terms in this Fifth Amendment shall have the meanings assigned in the Existing Contract.

1. Paragraph LL of **Exhibit I** to the Existing Contract shall be deleted in its entirety and replaced with the following:

LL. Except as provided in subparagraph a below, no portion of the square footages in the Redevelopment Areas shall be occupied by any user (whether or not such user is listed in **Exhibit O** to this Redevelopment Agreement) (1) whose primary business operation does not result in taxable retail sales for which (i) the retail sales tax is paid as the time such sale is consummated, and (ii) the retail sales tax is paid at the business operation within the Redevelopment Areas; provided, however, that:

- a. Up to fifteen percent (15%) of the square footage of space, but not to exceed 76,000 square feet of space, constructed in Redevelopment Project Area 1 may be used by a user whose primary business operation does not result in taxable retail sales for which (i) the retail sales tax is paid as the time such sale is consummated, and (ii) the retail sales tax is paid at the business operation within the Redevelopment Areas.

Nothing herein shall eliminate any requirements in this Redevelopment Agreement relating to approval of tenants or users not listed on **Exhibit O** to this Redevelopment Agreement.

2. All other terms and conditions of the Existing Contract shall remain unmodified and in full force and effect.

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