## 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.

[Remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, City and Developer have signed this First Amendment as of the day and year first above written.

## CITY OF LEE'S SUMMIT, MISSOURI

	By:
rop A L	By: Mark Dunning, City Manager
[SEAL]	
ATTEST:	
Trisha Fowler Arcuri City Clerk	
Approved as to Form:	
David Bushek, Chief Counsel of Economic Development & Planning	
STATE OF MISSOURI ) ss.	
COUNTY OF JACKSON)	
a Notary Public in and for the County a the City of Lee's Summit, Missouri, a of the laws of the State of Missouri, who executed, as such official, the within in	this day of, 2023, before me, the undersigned, and State aforesaid, came Mark Dunning, City Manager of city duly incorporated and existing under and by virtue of a is personally known to me to be the same person who estrument on behalf of and with the authority of said City, the execution of the same to be the free act and deed of said
IN WITNESS WHEREOF, I had day and year last above written.	ve hereunto set my hand and affixed my official seal, the
[GEAL]	NOTA DV DUDI IC
[SEAL]	NOTARY PUBLIC
My Commission Expires:	

## RED LEE'S SUMMIT EAST, LLC

	By:
	By:, Manager
STATE OF COUNTY OF	)
	) ss.
COUNTY OF	)
personally known, who l Summit East, LLC, and	day of, 2023, before me, a notary public, appeared, to me being by me duly sworn, did say that he is the Manager of RED Lee's a suthorized to sign documents on behalf of the company and that this behalf of the company and acknowledged said instrument to be the free bany.
IN WITNESS WI	HEREOF, I have hereunto set my hand and affixed my notarial seal in ar last above written.
My Commission Expires	Notary Public