

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
FOR THE
CORINTH SQUARE COMMUNITY IMPROVEMENT DISTRICT

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE CORINTH SQUARE COMMUNITY IMPROVEMENT DISTRICT, executed as of the date of the last execution by the parties hereto, by and between the **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas ("City"), and **CSN RETAIL PARTNERS, LLC** and **CSS RETAIL PARTNERS, LLC**, both Kansas limited liability companies (collectively, "**Developer**"), amends and, to the extent inconsistent herewith, supersedes that certain "Development Agreement for the Corinth Square Community Improvement District dated September 20, 2010 ("Agreement"). All capitalized terms herein are as defined in the Agreement.

WITNESSETH:

WHEREAS, the parties have heretofore executed the Agreement; and

WHEREAS, the parties wish to modify the Agreement to include in "Exhibit C", describing Other Projects, the descriptions of certain projects inadvertently omitted from the original Exhibit C.

NOW THEREFORE, in consideration of the mutual promises set forth below, it is agreed:

1. That Exhibit C (1st Amendment), attached hereto and incorporated herein by this reference, is hereby substituted for and replaces Exhibit C attached to the Agreement, and the Other Projects shall include the projects listed on the attached Exhibit C (1st Amendment).
2. That to the extent inconsistent with the Agreement, this Amendment shall supersede same and control the contractual relationship by and between the parties. In all other respects, the Agreement is hereby ratified.
3. That this Amendment shall become effective upon the last party to the Amendment executing the same. In the interest of timely amending the Agreement, the parties may separately execute the Amendment.

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF PRAIRIE VILLAGE, KANSAS



Ronald L. Shaffer, Mayor

ATTEST:

Joyce Hagen Mundy
Joyce Hagen-Mundy, City Clerk

APPROVED AS TO FORM:

Catherine P. Logan
Catherine P. Logan, City Attorney

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on November 21, 2011 by Ronald L. Shaffer and Joyce Hagen Mundy as Mayor and City Clerk, respectively, of the City of Prairie Village, Kansas.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

PENNY M. MANN
NOTARY PUBLIC
STATE OF KANSAS
MY APPT. EXPIRES 11-9-2014

Penny M. Mann
NOTARY PUBLIC

My Commission Expires: 11-9-2014

CSN RETAIL PARTNERS, LLC, A KANSAS LIMITED LIABILITY COMPANY

By: Landmark Retail Properties, LLC, a Missouri limited liability company

By: Enterprises Retail Investors, LLC, a Missouri limited liability company

By: _____
William D. Cosentino, President

By: Group Retail Investors, LLC, a Missouri limited company

By: _____
David G. Cosentino, President

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2011 by William D. Cosentino and David G. Cosentino, as authorized representatives of CSN Retail Partners, LLC.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

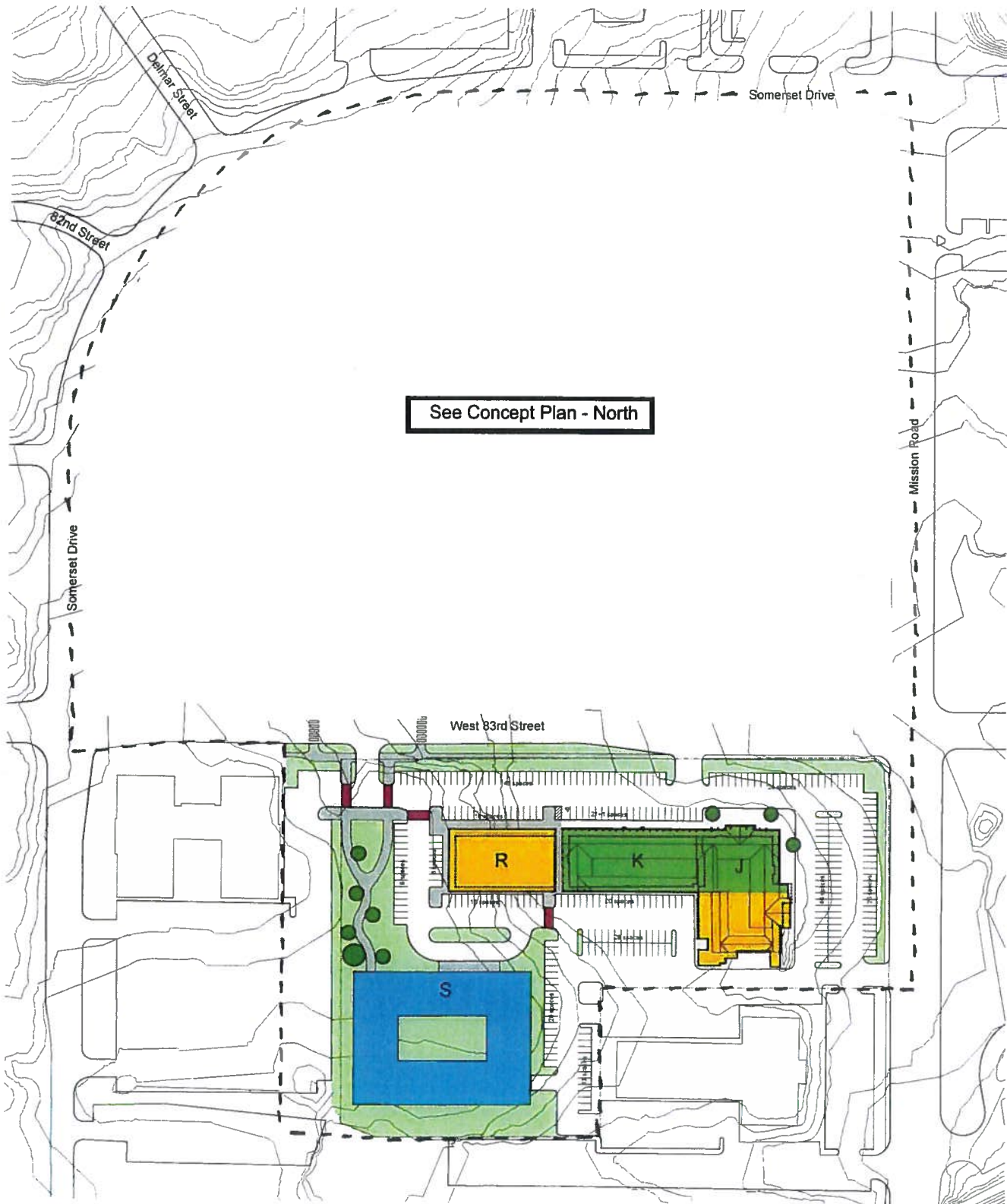
Exhibit C (1st Amendment)
Developer CID Projects Concept Plan and CID Cost Estimates

See Attached.

*The attached Concept Plan is intended to provide context for the attached CID Cost Estimates through a general depiction of the Developer CID Projects. To qualify for reimbursement of CID Costs under this Agreement, Developer's implementation of items of work listed on the attached CID Cost Estimates is not required to be in exact conformance with the Concept Plan. For example, a new building does not need to match the shape, size, use, or exact location of such building's depiction on the Concept Plan. Likewise, other improvements do not need to match the number of such improvements shown on the Concept Plan, or the shape, size, or location of such improvements depicted on the Concept Plan.

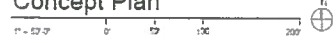
Concept Plan - South

See Concept Plan - North

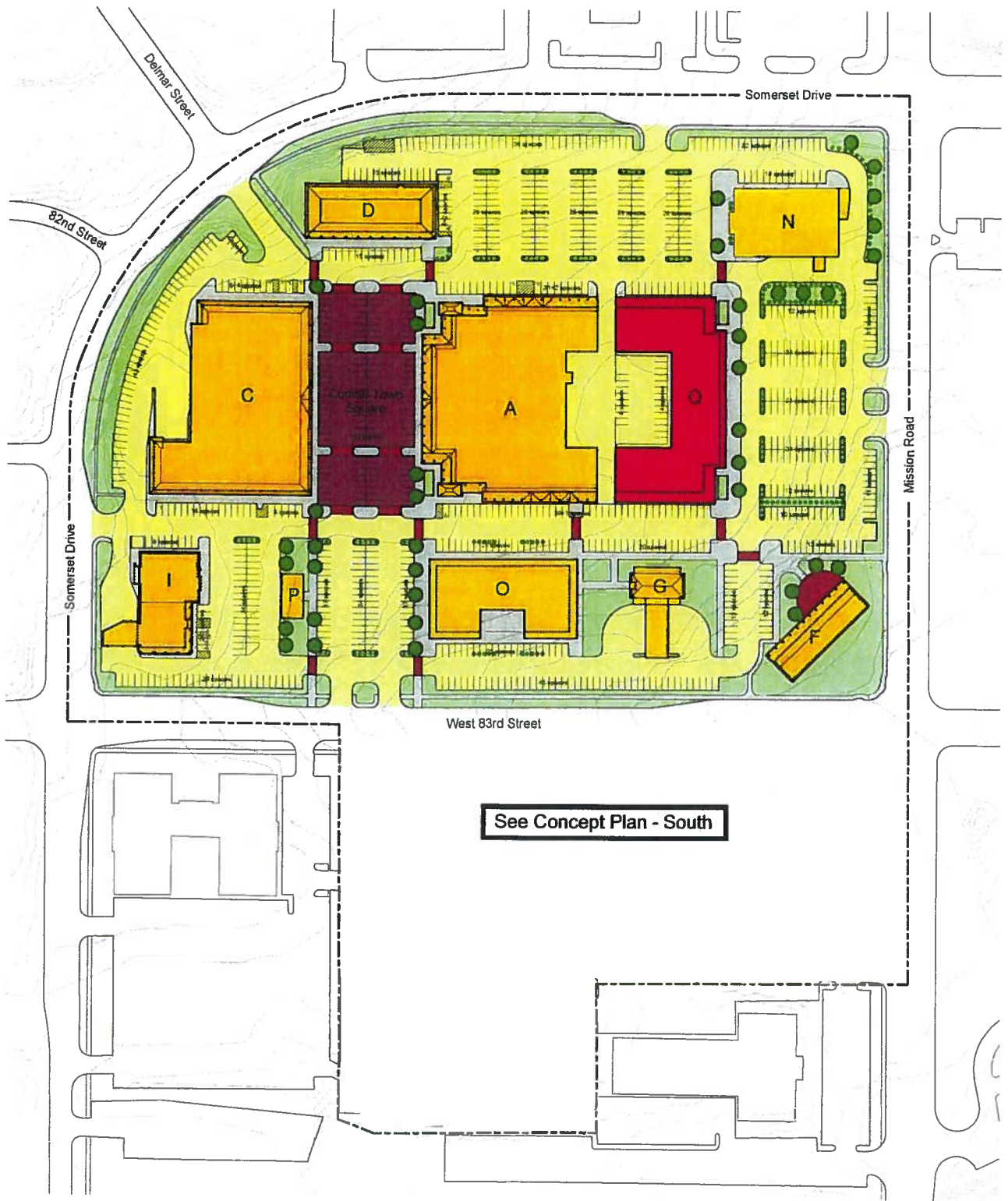


- Retail
- Residential
- Office
- Mixed use
- Enhanced Paving
- Landscape Improvements
- New Concrete Sidewalks
- Paving
- CID boundary

Developer CID Projects
Concept Plan



Concept Plan - North



- Retail
- Residential
- Office
- Mixed use
- Enhanced Paving
- Landscape Improvements
- New Concrete Sidewalks
- Paving
- CID boundary

Developer CID Projects
Concept Plan



EXHIBIT C (First Amendment)
DESCRIPTION OF DEVELOPER CID PROJECTS
CORINTH SQUARE

PROJECT: PROJECT SCOPE OF WORK SUB-SCOPE OF WORK ESTIMATED TOTAL PROJECT COSTS

Project A1: Lot E - Former Tippin's	
Lot E	Demolish existing building Relocate existing vehicular entrance(s) New building New landscaping/irrigation
Buildings A & B	Enhanced pedestrian walkways New irrigation system New permanent planters Upgrade irrigation system (new water tap) Increase/modify landscaping New benches New trash receptacles Bike racks
LOT E - FORMER TIPPIN'S TOTALS: \$1,923,519	

Project A2: Main Building Modification	
Building A & B Façade Remodel	Enhanced pedestrian walkways Building skin upgrade Roof screening for mechanical equipment Roofline modification
Streetscaping	New irrigation system New permanent planters Upgrade irrigation system (new water tap) Increase/modify landscaping New benches New trash receptacles Bike racks
Surrounding parking lot modifications	Relocate existing vehicular entrances Reconfigure surrounding parking lots New monument signage New landscaping New parking lot islands Restripes New irrigation New energy efficient parking lot lighting Provide new paved pedestrian crosswalks
MAIN BUILDING MODIFICATION TOTALS: \$5,418,743	

Project B1: Town Square	
Corinth Town Square	Reconfigure parking lot New pedestrian crosswalks New parking lot islands New energy efficient parking lot lighting New landscaping
TOWN SQUARE TOTALS: \$233,091	

Project B2: Lot F - Johnny's	
Lot F	Provide new pedestrian sidewalks Façade remodeling Roofline modification & roof upgrade/replacement Create new paved outdoor patio Relocate existing vehicular entrances New landscaping/irrigation
LOT F - JOHNNY'S TOTALS: \$1,350,531	

Project B3: Lot H - Arby's	
Lot H	Demolish building Create pads with sidewalks for future development site O and P Reconfigure parking lot to align with future/new main entrance Provide new paved pedestrian crosswalks
LOT H - ARBY'S TOTALS: \$1,104,365	

Project C: Buildings C, D, & G Modifications	
Building C façade remodel	Building skin modification Façade modification Entrance enhancements Improve/modify landscape along street New irrigation
Building D façade remodel	Façade modification New pedestrian sidewalk
Reconfiguration of Building G	Reconfiguration of Building G
BUILDING C, D & G MODIFICATIONS: \$2,893,587	

Project D: Other Corinth Square Redevelopment

Prepare Corinth South for redevelopment

- Relocate existing vehicular entrances
- New monument signage
- New landscaping
- New irrigation
- New crosswalk and traffic signal
- Reconfigure parking lot & sidewalks
- Demolish building M
- Demolish buildings L
- New sidewalks
- Provide new paved pedestrian crosswalks

Re-Construct existing building B

- Demolish existing building B
- Provide new service parking court

Construction Of Building O

Construction Of Building P

Construction Of Building Q

Construction Of Building R

Construction Of Building S

OTHER CORINTH SQUARE REDEVELOPMENT

\$29,712,745

DEVELOPER CID PROJECTS TOTAL ESTIMATED COSTS:

\$42,179,692

*Amounts for Developer CID Projects listed above are cost estimates and do not include associated financing costs such as Reimbursable Interest. The cost estimates are based on prices for goods and services in 2010, and thus the actual costs incurred over the multi-year phased project may be higher. CID Costs shall not be limited to the cost estimates above, but shall include all actual costs incurred directly related to Developer CID Projects listed above, including construction and associated design and other soft costs (e.g., architectural, engineering, legal, and surveyor fees), as well as legal and other costs incurred by Developer in forming the CID, Arts Projects costs, and Tenant Projects costs, Reimbursable Interest, and financing costs relating to Obligations, pursuant to the definition of "CID Costs" in Section 1.01 hereof and this Agreement generally.

*Other than items listed as part of "Project A" (defined in the Agreement as Project A1 or A2 – as selected by Developer in its sole discretion), the Developer may undertake any of the items of work listed above in its sole discretion, the costs of which shall be reimbursed with Bond Proceeds or from the Corinth CID Projects Fund under the terms of this Agreement. As part of Developer's right to choose which items to undertake, Developer may determine the sequence and timing for the completion of any such items, regardless of the particular Projects under which such items of work are listed above. To receive reimbursement for any item that does not fall within the meaning of CID Cost as defined herein, the Developer must receive City consent, which shall not be unreasonably withheld.

**Enhanced pedestrian walkways and specified streetscaping improvements associated with Buildings A & B are listed as items of work under Projects A1 and A2. Because these items of work will only be completed in association with one of the aforementioned projects, the estimated cost of those items is only counted once for the Developer CID Projects Total Estimated Costs.

RESOLUTION NO. 2011-17

A RESOLUTION AUTHORIZING THE CITY OF PRAIRIE VILLAGE, KANSAS TO ENTER INTO A CERTAIN FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE CORINTH SQUARE COMMUNITY IMPROVEMENT DISTRICT; PRESCRIBING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.


BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS, AS FOLLOWS:

Section 1. Authorization of Documents. The City hereby authorizes and approves the execution of the First Amendment to The Development Agreement for the Corinth Square Community Improvement District Development Agreement ("First Amendment") between the City and CSN RETAIL PARTNERS, LLC and CSS RETAIL PARTNERS, LLC, both Kansas limited liability companies ("Developer"), in substantially the form presented for review prior to adoption of this Resolution and other documents necessary to implement the First Amendment (a copy of which shall be filed in the records of the City), with such changes therein as shall be approved by the officials and officers of the City executing such documents, such officials' and officers' signatures thereon being conclusive evidence of their approval thereof.

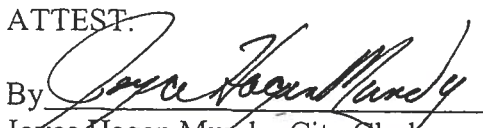
Section 2. Execution of Documents. The Mayor of the City is hereby authorized and directed to execute the First Amendment with such corrections thereto as the Mayor may approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of the Amended and Restated Redevelopment Agreement and this resolution. The City Clerk of the City is hereby authorized and directed to attest the execution of the First Amendment and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this resolution ordinance under the City's official seal.

Section 3. Effective Date. This Resolution shall take effect and be in force from and after its adoption.

THIS RESOLUTION IS PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, this 21st day of November, 2011.



Ronald L. Shaffer, Mayor

ATTEST.

By _____
Joyce Hagen Mundy, City Clerk

