EXHIBIT 6A LCRA 3/27/19

Title of Document:	Termination and Release of Purchase and Redevelopment Contract
Date of Document:	March 27, 2019
Grantor:	Land Clearance for Redevelopment Authority of Kansas City, Missouri 1100 Walnut, Suite 1700, Kansas City, Missouri 64106
Grantee:	Negro Leagues Baseball Museum, Inc. 1616 E. 18 th Street Kansas City, Missouri 64108
Document Number:	2005K0049644 2006E0083563 2009E0022647
Legal Description:	See Exhibit A, Page 6

TERMINATION AND RELEASE OF PURCHASE AND REDEVELOPMENT CONTRACT

THIS TERMINATION AND RELEASE OF PURCHASE AND REDEVELOPMENT CONTRACT (this "<u>Release</u>") is made as of March 27, 2019, by and between the LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, a public body corporate and politic organized and operating under the laws of the State of Missouri and the ordinances of the City of Kansas City, Missouri ("LCRA"), and NEGRO LEAGUES BASEBALL MUSEUM, INC., a Missouri non-profit corporation ("Redeveloper").

RECITALS

A. On July 29, 2005, the LCRA and the Redeveloper entered into that certain Purchase and Redevelopment Contract recorded as Document No. 2005K0049644, as amended by the First Amended Purchase and Redevelopment Contract dated August 30, 2006, among the LCRA, the Redeveloper, and 1824 Paseo I, LP, a Missouri limited partnership ("1824 Paseo"), a Redeveloper-affiliated entity, and recorded as Document No. 2006E0083563, and the Second Amended Purchase and Redevelopment Contract dated January 28, 2009 and recorded as Document No. 2009E0022647 (collectively, "Redevelopment Contract");

B. Pursuant to the Redevelopment Contract, the LCRA conveyed the former Paseo YMCA building property and certain adjacent tracts (collectively, the "Property") to: (a) the Redeveloper by that Special Warranty Deed dated July 29, 2005 and recorded as 2005K0049645; and (b) 1824 Paseo by that Special Warranty Deed dated August 25, 2006 and recorded as Document No. 2006E0083562. 1824 Paseo subsequently conveyed its property to the Redeveloper by that Special Warranty Deed dated February 21, 2012 and recorded as Document No. 2012E002035 and the Redeveloper is the successor in interest under the Redevelopment Contract as to the property acquired from 1824 Paseo;

C. The Property is within the Manual Outline Urban Renewal Area;

D. The Redeveloper is the current owner of the Property, plus certain other adjacent tracts, that comprise the former Paseo YMCA building site, which is being redeveloped for use as the Buck O'Neil Education and Research Center ("Project");

E. Pursuant the Redevelopment Contract, the Redeveloper is required to develop and operate the Project on the Property;

F. The City of Kansas City, Missouri ("City") intends to make a loan to the Redeveloper to provide funding for environmental remediation work at the Property;

G. After completion of the environmental remediation work and the City has identified funds to assist with the development and operation of the Project, the City intends to enter into a contract with the Redeveloper to acquire by donation the Property from the Redeveloper and to allow for the Redeveloper's partial use of the Property to provide funding for and to assist the Redeveloper with the programing operations on the Property;

H. The City has requested that the LCRA terminate the Redevelopment Contract to clear the Redevelopment Contract as a title encumbrance, subject to the closing of the loan transaction between the City and the Redeveloper;

I. To facilitate a loan transaction to provide funding for the environmental remediation of the Property and the City's planned acquisition of the Property from the Redeveloper, the LCRA and the Redeveloper desire to terminate the Redevelopment Contract and fully release the Property from restrictions contained in the Redevelopment Contract, subject to the closing of the loan transaction between the City and the Redeveloper.

J. This Release will be recorded at closing of the planned loan transaction between the City and the Redeveloper in coordination with the City and the Redeveloper to effectuate the termination and release of the Redevelopment Agreement as provided herein.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals above, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party, the parties agree as follows, intending to be legally bound.

1. <u>Termination and Release of the Redevelopment Contract</u>. The Redevelopment Contract is terminated and the LCRA hereby remises and releases the Property from the encumbrance and effect of the Redevelopment Contract. All of the Property is hereby released from the Redevelopment Contract and any and all rights, titles or interests created thereunder, and from and after the date hereof the Redevelopment Contract shall not bind or affect in any way the Property or any part thereof.

2. <u>Eligible Project Area</u>. Nothing herein shall be deemed to be, or operate as, a termination of any Manual Outline Urban Renewal Plan currently in place with respect to any of the Property, and each portion of the Property shall, to the extent currently a part of an urban renewal area, remain as a part of such urban renewal area.

3. <u>Release of LCRA</u>. The Redeveloper releases the LCRA from any costs, damages, or liability resulting from the performance or non-performance of obligations of the parties under the Redevelopment Contract.

4. <u>General</u>. This Release (a) shall be governed by and construed in accordance with the laws of the State of Missouri; (b) may be executed in multiple counterparts, each of which shall constitute an original; (c) shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns; and (d) may not be modified, amended or altered except by in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Release effective as of the day and year first above written.

LAND CLEARANCE REDEVELOPMENT AUTHORITY OF THE CITY OF KANSAS CITY, MISSOURI

By:

Steven D. Hamilton, Chairman

ATTEST:

Greg Flisram, Secretary

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this ______ day of March, 2019, Steven D. Hamilton personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he, on behalf of the Land Clearance for Redevelopment Authority of Kansas City, Missouri, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

Notary Public

My commission expires

NEGRO LEAGUES BASEBALL MUSEUM, INC.

By:	
Name:	
Title:	

STATE OF MISSOURI)) ss COUNTY OF JACKSON)

On this _____ day of _____, 2019, _____ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he is the ______ of Negro Leagues Baseball Museum, Inc., a Missouri non-profit corporation, and that s/he executed the same on behalf of said corporation freely and voluntarily and for the uses and purposes therein mentioned.

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

Notary Public

My commission expires

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 81, 82, 83, 84, 85, 86, 87 and 88, inclusive, subject to that part thereof in Paseo Boulevard, Block 4, Armfield's Addition, a subdivision in Kansas City, Jackson County, Missouri, and Lot 2, subject to that part thereof in Paseo Boulevard, Brent's Addition, a subdivision in Kansas City, Jackson County, Missouri.