

FOURTH AMENDMENT TO REDEVELOPMENT CONTRACT

THIS FOURTH AMENDMENT TO REDEVELOPMENT CONTRACT (“Amendment”) is entered into as of this 19th day of June, 2019, between **LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI**, a public body corporate and politic organized under the laws of Missouri and the ordinances of the City of Kansas City, Missouri (the “Authority”), and **QUALITY HILL HISTORIC DISTRICT - PHASE II-B, L.P.**, a Missouri limited partnership (the “Redeveloper”).

RECITALS

A. The Authority is a public body corporate and politic created by the Land Clearance for Redevelopment Authority Law, Sections 99.300, *et seq.*, RSMo (the “LCRA Law”) and is transacting business and exercising the powers granted by the LCRA Law by virtue of Committee Substitute for Ordinance No. 16120, duly passed by the City Council on November 21, 1952.

B. The Redeveloper is a Missouri limited partnership with offices at 720 Olive Street, Suite 2500, St. Louis, Missouri 63101.

C. The Authority and the Redeveloper entered into the Redevelopment Contract dated July 12, 2007 and recorded as Document No. 2007E0100317, as amended by the First Amendment to Redevelopment Contract dated September 24, 2008 and recorded as Document No. 2008E0113611, the Second Amendment to Redevelopment Contract dated May 25, 2011 and recorded as Document No. 2012E0013707, and the Third Amendment to Redevelopment Contract dated January 25, 2017 and recorded as Document No. 2017E0030629 (collectively, the “Redevelopment Contract”), pursuant to which the Redeveloper agreed to pay off the Note, obtain a release of the Deed of Trust from the Authority, and rehabilitate an affordable housing project and convert the housing units to condominiums on the real property legally described on the attached Exhibit A, upon which the Project and Project Improvements are situated.

D. SunAmerica purchased all of the subordinate debt, including the Authority’s Note, and the Deed of Trust was released by the Deed of Full Release dated January 23, 2008 and recorded as Document No. 2008E0013133. The Authority supported the affordable condominium conversion effort by depositing \$252,000 into escrow under the Escrow Agreement dated July 12, 2007, as amended and restated by the Amended and Restated Escrow Agreement dated May 25, 2011, and the Second Amended and Restated Escrow dated contemporaneously with this Amendment (collectively, “Escrow Agreement”). The Authority also directed that \$288,000 remaining out of the \$540,000 Note payment be paid to the City.

E. The Redeveloper began selling condominiums in 2008 but, since then, only 18 units have been sold as a result of the economic downturn and difficulty in securing mortgage financing for affordable income buyers.

F. In 2014, the Redeveloper reviewed these results with the Missouri Housing Development Commission (“MHDC”) and MHDC agreed with the Redeveloper’s conclusion that the conversion effort had not worked. MHDC agreed to and subsequently released the Land

Use Restriction Agreement which had required continuing affordability on all rental units and condominium sales and resales.

G. SunAmerica, in cooperation with the Redeveloper, has instituted a program for the preservation of Quality Hill Square (as the Property is now known), to include: 1) a modest rehab of the rental units for necessary repairs and updates in order to “retenant” the project; 2) the rehab of various common elements in the buildings; and 3) the marketing of certain condominium units in the buildings containing a concentration of condominium units, to minimize the mixing of rental and sales units within buildings, all for a cost of approximately \$1,200,000.

H. There are seven buildings, each with 12 units, within the Property and the buildings are mostly vacant at this time. The Redeveloper intends to cluster condominiums for sale in two (2) buildings and rent units in the remaining five (5) buildings at market rates.

I. Brokers Title, LLC in Overland, Kansas, as successor in interest to CBKC Title & Escrow, the title company under the Escrow Agreement, holds the Authority’s funds in escrow and the escrow account balance is approximately \$200,000. Under the Redevelopment Contract and the Escrow Agreement, the Escrow Funds remaining after July 1, 2014 are to be returned to the Authority.

J. By Resolution No. 1-3-17 dated January 25, 2017, the Authority approved the Second Amended and Restated Escrow Agreement among the Authority, the Redeveloper, and Brokers Title, LLC (“Title Company”), as successor in interest to CBKC Title & Escrow, the title company under the Escrow Agreement, and approved the Third Amendment to Redevelopment Contract, pursuant to which the Title Company released \$170,000 of the then escrow account balance to the Authority and the Title Company retained \$30,000 (“Escrow Account”) for disbursement to the Redeveloper as provided in the Escrow Agreement and the Redevelopment Contract.

K. The Authority transferred the \$170,000 in escrow funds to the City with the recommendation that the funds be used in support of affordable housing.

L. The Escrow Agreement and the Redevelopment Contract provide that funds in the Escrow Account as of December 31, 2018 are payable to the Authority.

M. To date, the Redeveloper has requested \$3,000 for down payment assistance in connection with the sale of the condominium units, leaving a current balance of \$27,000 in the Escrow Account.

N. The Authority and the Redeveloper desire to amend the Redevelopment Contract in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the premises and 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. Unless otherwise defined in this Amendment, all capitalized terms shall have the meaning ascribed to them in the Redevelopment Contract.

2. Title Company. Section 1.01 of the Redevelopment Contract is and shall be amended to update the definition of “Title Company”, which shall mean Stewart Title Company, 1220 Washington, Suite 102, Kansas City, MO 64105.

3. Extension of Buyer’s Assistance Grant and Modification of Use of Escrow Funds. Section 5.03(d) of the Redevelopment Contract is amended to provide: (1) that the Authority and the Redeveloper instruct the Title Company to retain the remaining \$27,000 for use as provided in Section 5.03(d) of the Redevelopment Contract, except that that number of housing units to be marketed for sale as condominiums is anticipated to be approximately 24 units or such amount designated by the Redeveloper (2) that the Buyer’s Assistance Grant program as described in Section 5.03(d) of the Redevelopment Contract is and shall be extended to December 31, 2019; and (3) that any Escrow Funds remaining in the Escrow Account administered by the Title Company after December 31, 2019 shall be transferred to the Authority and such transfer shall not require the consent of the Redeveloper. The procedure for disbursements of Escrow Funds shall continue to be in accordance with the Redevelopment Contract and the Escrow Agreement, as it may be further amended consistent with this Amendment, effective contemporaneously with this Amendment.

4. Cross References. In the Redevelopment Contract and in any other documents relating to the Redevelopment Contract, all references shall be references to the Redevelopment Contract as modified and amended by this Amendment and such documents are so modified and amended.

5. Other Terms Unchanged. Except as expressly amended by this Amendment, the Redevelopment Contract remains in full force and effect and is hereby ratified and confirmed.

6. Non-Waiver. This Amendment does not constitute, and shall not be construed or interpreted to be, a waiver of any default under the Redevelopment Contract or a waiver with respect to any events of default under the Redevelopment Contract which may occur from and after the date of this Amendment.

7. Governing Law. This Amendment shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri.

8. Amendments. Any amendments, changes or modifications to this Amendment or the Redevelopment Contract shall be made only in writing signed on behalf of the parties sought to be bound by a duly authorized officer or manager of each party.

IN WITNESS WHEREOF, the Authority has caused this Amendment to be executed in its name with its seal affixed and attested by its duly authorized officers. The Redeveloper has caused this Amendment to be executed in its name by its duly authorized manager. All of the above occurred as of the date first above written.

[Seal]

**LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY, MISSOURI**

ATTEST:

By: _____
Name: Greg Flisram
Title: Secretary

By: _____
Name: Steven D. Hamilton
Title: Chairman

“AUTHORITY”

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 2019, before me appeared Steven D. Hamilton, to me personally known, who, being by me duly sworn, did say that he is the Chairman of Land Clearance for Redevelopment Authority of Kansas City, Missouri, a public body corporate and politic, and that the seal affixed to the foregoing instrument is the seal of said entity and that said instrument was signed on behalf of said Authority by the authority of its Board of Commissioners, and he acknowledged said instrument to be the free act and deed of said Authority.

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
Printed Name: _____

My Commission Expires:

**QUALITY HILL HISTORIC DISTRICT –
PHASE II-B, L.P.**

By: MBA Urban Development Co., Its Co-General
Partner

By: _____
Name: Hillary B. Zimmerman, Vice President

“REDEVELOPER”

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

On this ___ day of _____, 2019, before me appeared Hillary B. Zimmerman, to me personally known, who, being by me duly sworn/affirmed did say that MBA Urban Development Co. is the Co-General Partner of Quality Hill Historic District – Phase II-B, L.P., and that the seal affixed to foregoing instrument is the seal of said limited partnership and that said instrument was signed and sealed in behalf of said limited partnership by authority of its partners, and said Hillary B. Zimmerman acknowledged said instrument to be the free act and deed of said limited partnership.

Notary Public
Printed Name: _____

My Commission Expires:

Exhibit A

Legal Description of the Property

Lot 2, being a replat of Lot 2, Quality Hill Parking, of a replat of Lots 1 & 2, of replat of Tract 1, Quality Hill Phase Two, QUALITY HILL SQUARE CONDOMINIUMS, a subdivision in Kansas City, Jackson County, Missouri, according to the plat recorded as Document No. 2008E0052419.