

**AMENDMENT TO REDEVELOPMENT CONTRACT**

**Between**

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

**And**

**KCAC PARTNERS, LLC**

**DATED AS OF FEBRUARY 24, 2021**

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## **AMENDMENT TO REDEVELOPMENT CONTRACT**

This AMENDMENT TO REDEVELOPMENT CONTRACT (“Amendment”) is entered into effective as of the 24<sup>th</sup> day of February, 2021, by **LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI** (“Authority”), a public body corporate and politic organized under the laws of Missouri and the ordinances of the City of Kansas City, Missouri, and **KCAC PARTNERS, LLC**, a Missouri limited liability company (“Redeveloper”).

### **RECITALS**

A. The Authority and the Redeveloper entered into the Redevelopment Contract (“Redevelopment Contract”) dated November 20, 2019, and recorded as Instrument No. 2020E0000633.

B. The Redeveloper is the owner of the historic, 22-story Mark Twain Tower located at 106 W. 11<sup>th</sup> Street. Pursuant to the Redevelopment Contract, the Redeveloper is undertaking on the Property, as legally described on the attached Exhibit A, a mixed-use project consisting of approximately 202 apartment units, approximately 18,000 square feet of ground floor retail space, and related residential improvements and amenities including a swimming pool, basketball court, gym, event space, and other related improvements to be accomplished in accordance with the Redevelopment Contract, as amended by this Amendment, and the Urban Renewal Plan.

C. Pursuant to Section 4.01(a) of the Redevelopment Contract, the Completion Date for the Project is February 28, 2021.

D. The Redeveloper has commenced work on the Project but has advised the Authority that the Project will not be completed by the Completion Date.

E. The Authority and the Redeveloper desire to amend the Redevelopment Contract by extending the Completion Date for an additional eighteen (18) months, or until October 31, 2022.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained in the Redevelopment Contract, as amended by 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. Amendment. Section 4.01(a) is amended by extending the Completion Date to no later than October 31, 2022.

3. Other Terms Unchanged. Except as expressly amended by this Amendment, the Redevelopment Contract remains in full force and effect.

4. 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.

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

6. 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

**KCAC PARTNERS, LLC,**  
 a Missouri limited liability company

By: TBC Aria KV KCAC, LLC,  
 Manager of KCAC Partners, LLC

By: TBC Twain, LLC,  
 Managing Member of TBC Aria KV KCAC, LLC

By: TBC Manager III, LLC,  
 Manager of TBC Twain, LLC

By: \_\_\_\_\_  
 Joseph S. Galli, Executive Vice President  
 of TBC Manager III, LLC

“REDEVELOPER”

State of \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2021, before me appeared Joseph F. Galli, to me personally known, who, being by me duly sworn/affirmed did say that he is the Authorized Agent of KCAC Partners, LLC, and that said instrument was signed in behalf of said Missouri limited liability company by authority of its Members, and said Joseph F. Galli acknowledged said instrument to be the free act and deed of said Missouri limited liability company.

\_\_\_\_\_  
 Notary Public

\_\_\_\_\_  
 (Printed Name)

My Commission Expires:

[Seal]

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

By: \_\_\_\_\_  
Rob Gardner, Chairman

“AUTHORITY”

ATTEST:

\_\_\_\_\_  
Daniel Moye, Secretary

STATE OF MISSOURI )  
                                      ) ss.  
COUNTY OF JACKSON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me appeared Rob Gardner, 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:

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Lots 8, 9, 10, and 11, Block 17, ASHBURN'S ADDITION, a subdivision of Kansas City, Jackson County, Missouri, according to the recorded plat thereof, together with the vacated East one (1) foot of the alley lying West of and adjoining said Lots 8, 9, 10, and 11.