
AMENDMENT TO REDEVELOPMENT CONTRACT

Between

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

And

1826 FOREST RE HOLDINGS, LLC

DATED AS OF JANUARY 25, 2022

AMENDMENT TO REDEVELOPMENT CONTRACT

This AMENDMENT TO REDEVELOPMENT CONTRACT (“Amendment”) is entered into effective as of the 25th day of January, 2022, 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 **1826 FOREST RE HOLDINGS, LLC**, a Missouri limited liability company (“Redeveloper”).

RECITALS

A. The Authority and the Redeveloper entered into the Redevelopment Contract (“Redevelopment Contract”) dated August 30, 2021, and recorded as Instrument No. 2021E0098703.

B. The Redeveloper is the owner of the property located at 1826 Forest Avenue. Pursuant to the Redevelopment Contract, the Redeveloper is undertaking on the Property, as legally described on the attached Exhibit A, a project consisting of the stabilization and redevelopment of the historic Wheatley - Provident Hospital building to house health care/tech/life sciences, research and development, other related uses, and related improvements, in accordance with the Redevelopment Contract and the Urban Renewal Plan.

C. Pursuant to Sections 4.01(a) and 5.01(d) of the Redevelopment Contract, the date by which the Redevelopment must commence construction of the Project Improvements is February 1, 2022 (the “Commencement Date”), and the Completion Date is December 31, 2023 (the “Completion Date”).

D. The Redeveloper has requested extensions to the Commencement Date and the Completion Date for the Project to align with its financing and construction schedule.

E. The Authority and the Redeveloper desire to amend the Redevelopment Contract by extending the Commence Date to September 15, 2022, and by extending the Completion Date to September 15, 2024.

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 Commencement Date to no later than September 15, 2022, and by extending the Completion Date to no later than September 15, 2024.

3. Amendment. Section 5.01(d) is amended by extending the Completion Date to no later than September 15, 2024.

3. Other Terms Unchanged. Except as expressly amended by this Amendment, the Redevelopment Contract remains in full force and effect, including, specifically, any other extensions to

the Commencement Date or the Completion Date due to Force Majeure Conditions as provided in Section 4.03.

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.

1826 FOREST RE HOLDINGS, LLC,
a Missouri limited liability company

By: _____
Shomari L. Benton, Partner

“REDEVELOPER”

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 2022, before me appeared Shomari L. Benton, to me personally known, who, being by me duly sworn/affirmed did say that he is the Partner and Authorized Signatory of 1826 Forest RE Holdings, LLC, and that said instrument was signed in behalf of said Missouri limited liability company by authority of its Members, and said Shomari L. Benton 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 _____, 2022, 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

1826 FOREST AVENUE ([29-620-07-24-00-0-00-000](#)):

Lots 9, 10, 11, 12, 13, 14, 15 and 16 and the East 62 feet of Lot 17 and the East 62 feet of the North 3 1/2 feet of Lot 18, Block B, VICTOR PLACE, a subdivision in Kansas City, Jackson County, Missouri.

and

The East 100 feet of Lot 8, Block B, VICTOR PLACE, a subdivision in Kansas City, Jackson County, Missouri.