

EXHIBIT 3A
LCRA 9/27/22

Document Title: Second Amendment to Second Amended and Restated Redevelopment Contract

Document Date: _____, 2022

Grantor: Land Clearance for Redevelopment Authority of Kansas City, Missouri

Grantee: St. Michael's Veterans Center, Inc.

Grantee's Address: 20 W. 9th Street
Kansas City, MO 64130

Legal Description: See Exhibit A

Reference Book
and Page: 2013E0049446; 2015E0106279

**SECOND AMENDMENT TO
SECOND AMENDED AND RESTATED REDEVELOPMENT CONTRACT**

This SECOND AMENDMENT TO SECOND AMENDED AND RESTATED REDEVELOPMENT CONTRACT (“**Second Amendment**”) is entered into effective as of the ___ day of _____, 2022, between the **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 **ST. MICHAEL’S VETERANS CENTER, INC.**, a Missouri non-profit corporation (“**Redeveloper**”).

RECITALS

A. The Authority is a public body corporate and politic created, in part, to convert blighted and deteriorated property in the City of Kansas City into usable sites, and to receive land and other real estate related assets for redevelopment purposes in connection therewith;

B. The Redeveloper is Missouri a non-profit corporation with an office at 20 W. 9th Street Kansas City, MO 64130;

C. The Authority and the Redeveloper entered into the Second Amended and Restated Redevelopment Contract dated as of May 3, 2013 and recorded May 15, 2013 as Document No. 2013E0049446 in the office of the Jackson County, Missouri Recorder of Deeds (“**Original Contract**”), as amended by that certain Amendment to Second Amended and Restated Redevelopment Contract dated as of February 25, 2015 and recorded November 25, 2015 as Document No. 2015E0106279 in the office of the Jackson County, Missouri Recorder of Deeds (“**First Amendment**”), setting forth each party’s rights and obligations regarding conveyance of the Property and development of the Project and the Project Improvements for each Phase (The Original Contract, as amended by the First Amendment, and as further amended by this Second Amendment, shall be referred to herein as the “**Contract**”);

D. The Redeveloper has completed the Phase I and Phase II Project Improvements in accordance with the Contract;

E. The Redeveloper is preparing to begin construction of Phase III of the Project, which shall include an additional approximately 62 units of affordable housing for veterans and related improvements (“**Phase III**”) and submitted an application for a sales tax exemption on construction materials for Phase III (“**STECM**”), which will require that the Authority retain title to that certain portion of the Property needed for Phase III construction, as legally described on **Exhibit B** and as depicted on **Exhibit C** (the “**Phase III Property**”), which includes the Phase III Housing Property and the Phase III Common Area Property, during the Construction Period and lease the Phase III Property to the Redeveloper during Construction Period pursuant to the Lease;

F. At the end of the Construction Period, the Authority will convey title to the Redeveloper (or related entities) and issue a Certificate of Qualification for Tax Abatement for Phase III, subject to and in accordance with the LCRA Law, the Contract, and the Lease;

G. The parties desire to amend the Original Contract to provide for the STECM and tax abatement for Phase III, and the conveyance of the Phase III Property to the Redeveloper (or related parties) upon completion of the Phase III Project Improvements, subject to certain conditions set forth herein, to facilitate the Redeveloper’s construction of the Phase III Project Improvements; and

H. To further assist the Redeveloper, the Authority and the City Council for the City of Kansas City have approved the Seven Oaks Urban Renewal Plan, which, subject to the Redeveloper's performance under the Contract, allows the Authority to consider a request for tax abatement from the Redeveloper for the Project in accordance with the LCRA Law.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Second Amendment and other good and valuable mutual consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 Definitions. Unless otherwise defined in this Second Amendment, all capitalized terms shall have the meanings as used in the Original Contract. New or amended terms shall have the following meanings:

"Bond Purchase Agreement" means the Bond Purchase Agreement among the Authority, the Trustee, and the Redeveloper.

"Bonds" means the taxable bonds in one or more series to be issued by the Authority pursuant to due authority under the LCRA Law in an original principal amount not to exceed \$17,000,000 to fund all or a portion of the Phase III Project Improvements. The Bonds are to be payable solely by Lease rental payments, revenues and receipts derived by the Authority from the Lease that will be sufficient to pay the principal and interest on the Bonds.

"Bond Documents" means the Indenture, the Lease, the Bond Purchase Agreement, and related documents for each series of the Bonds, as they each may be amended from time to time.

"Bond Trustee" means BOKF, N.A., and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Indenture.

"Closing" means the closing of the transactions contemplated in this Contract to facilitate construction of the Phase III Project Improvements in accordance with this Contract and the Lease.

"Closing Date" means the mutually agreeable date upon which the Authority issues the Bonds and the Authority leases the Property to the Redeveloper in accordance with this Contract and the Lease, which date shall not be later than December 31, 2022, unless extended by agreement of the parties.

"Completion Date" means the date on which the Redeveloper has completed the Phase III Project Improvements in accordance with this Contract, the Redevelopment Plan, the Lease, and the Urban Renewal Plan, which date shall be after the City issues a certificate of occupancy for Phase III Project Improvements and upon the date that the Redeveloper submits its final requisition certificate under the Indenture, as provided in Section 4.5 of the Lease; provided, however, that the Completion Date shall be no later than December 31, 2025.

"Construction Contract" means each contract between the Redeveloper and any Construction

Contractor for the construction of the Project Improvements on behalf of the Authority.

"Construction Contractor" means _____, a Missouri limited liability company, or any other construction contractor chosen by Redeveloper to construct all or any portion of the Phase III Project Improvements on behalf of the Authority.

"Construction Loan Agreement" means the Construction Loan Agreement between the Redeveloper and the Lender.

"Construction Period" means the period from the date upon which the Authority issues the Bonds and leases the Phase III Property to the Redeveloper to the Completion Date.

"Contract" means the Second Amended and Restated Redevelopment Contract dated as of May 3, 2013 and recorded as Document No. 2013E0049446, as amended by that certain Amendment to Second Amended and Restated Redevelopment Contract dated as of February 25, 2015 and recorded November 25, 2015 as Document No. 2015E0106279 ("**First Amendment**"), and as further amended by this Second Amendment to Second Amended and Restated Redevelopment Contract and subsequent amendments for future Phases.

"Cure Period" means a period of thirty (30) days after written notice is given by a non-defaulting party to the defaulting party of an Event of Default, as defined in Article V of this Contract, during which time the defaulting party may cure any such Event of Default, provided, however, that if the Event of Default occurs with respect to the Phase III Housing Property and is one that cannot reasonably be cured within said 30 days, the defaulting party shall have such additional time as may reasonably be required to cure such Event of Default, provided that the defaulting party diligently and faithfully pursues such cure.

"Deed(s)" means any special warranty deed(s) duly executed by the Authority in recordable form conveying the Phase III Property to the Redeveloper (or related entities).

"Deed of Trust" means that Deed of Trust pursuant to which the Redeveloper shall grant a lien against the Redeveloper's leasehold interest in the Phase III Property.

"Escrow Agreement" means the agreement among the Authority, the Redeveloper, the Housing Partnership, St. Michael's Veterans Center Owners' Association, Inc. ("**Association**"), and the EDC, in substantially the form attached to this Contract as **Exhibit D**, pursuant to which the EDC shall hold the Escrow Deeds pending completion of each sequential Phase of the Project. The Escrow Agreement is not applicable to Phase III.

"Escrow Deed(s)" means any special warranty deed(s) duly executed by the Redeveloper, the Association and the Housing Partnership in recordable form and conveying that portion of the Property associated with each Phase of the Project to the Authority, to be held in escrow pending completion of the applicable Phase of the Project.

"Housing Partnership" means the limited partnership or other entity created to facilitate tax credit financing for each separate Phase of the Project.

"Indenture" means the Trust Indenture between the Authority and the Bond Trustee.

“**Lease**” means the Lease Agreement to be entered into between the Authority and the Redeveloper, as may be amended from time to time, pursuant to which the Authority shall lease the Phase III Property to the Redeveloper.

“**Lender**” means Horizon Bank, a _____, or any other bank or entity financing all or a part of the Phase III Project Improvements.

“**Loan**” means that construction loan from the Lender to the Redeveloper in the approximate principal amount of \$6,760,000.

“**Loan Documents**” means the Construction Loan Agreement, the Note, the Deed of Trust, and such other assignments, guarantees, escrow agreements, estoppel certificates and other documents required by the Lender or the title company in connection with the Loan and the disbursement of Loan proceeds.

“**Materials**” means construction materials and supplies necessary for and incorporated into or consumed in the construction of the Project Improvements.

“**Note**” means the Promissory Note issued by the Redeveloper evidencing the Loan.

“**Permitted Exceptions**” means those Encumbrances described on attached Exhibit I.

“**Project Costs**” means all expenses of, or incidental to, the financing, design, construction, development, repair, alteration, and improvement and completion of the Phase III Project Improvements, and all other fees and costs, including, without limitation, legal fees and costs, incurred by the Authority in conjunction with the Phase III Project Improvements.

“**LURA**” means the Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits to be entered into among the Redeveloper and MHDC, which places, as a minimum, a fifteen (15) year low-income affordability period on the use of residential units constructed on the Property for each Phase. For the purpose of this definition, “low-income” shall have the same meaning as that as set out in Section 42 of the Internal Revenue Code. No such affordability restriction shall apply to non-residential structures, or non-residential portions of structures, constructed on the Property.

“**Phase III Common Area Property**” means that portion of the Phase III Property legally described as Tract D, ST. MICHAEL’S VETERANS CENTER, a subdivision in Kansas City, Jackson County, Missouri, as depicted on Exhibit G.

“**Phase III Funding Agreement**” means the Funding Agreement between the Authority and the Redeveloper on or about August 11, 2022, pursuant to which the Redeveloper agreed to pay fees of, and costs incurred by, the Authority in connection with Phase III, as may be amended from time to time.

“**Phase III Housing Partnership**” means St. Michael Housing Partners Investors III, L.P., a Missouri limited partnership.

“**Phase III Housing Property**” means that portion of the Phase III Property legally described as Tract A, ST. MICHAEL’S VETERANS CENTER, a subdivision in Kansas City, Jackson County, Missouri, as depicted on Exhibit G.

“**Phase III Project Improvements**” means construction of a new building containing approximately 62 units of affordable housing for veterans and related improvements to be constructed on

the Phase III Property in accordance with this Contract, the Lease, the Redevelopment Plan, and the Urban Renewal Plan.

“Phase III Property” means the Phase III Housing Property and the Phase III Common Area Property.

“Phase III Tax Abatement Period” means with respect to the Phase III Property the period beginning as of January 1 of the tax year designated by the Authority upon the filing of the Certificate of Qualification for Tax Abatement with the Jackson County Assessor and expiring on December 31 of the tax year that is ten (10) years after the tax year designated by the Authority in the Certificate of Qualification for Tax Abatement as filed with the Assessor for Jackson County, Missouri (“Jackson County Assessor”), subject to and in accordance with the LCRA Law.

“STECM” means the sales tax exemption on the purchase of Materials as approved by the Authority for the Phase III Project Improvements in accordance with this Contract, the Lease and Applicable Laws.

“Suppliers” means persons or entities that sell Materials used in construction of the Phase III Project Improvements.

“Transaction Document” or **“Transaction Documents”** means this Contract, the Funding Agreement, the Phase III Funding Agreement, the Bond Documents, the Transfer Deed, the Urban Renewal Plan, the Certificate of Qualification for Tax Abatement, and any other document related to the Project and the transactions contemplated by this Contract.

“Transfer Deed” means the special warranty deed, in substantially the form attached as Exhibit ___, pursuant to which the Authority shall convey title to the Property to the Redeveloper.

ARTICLE II AMENDMENTS

Section 2.01 **General Amendments.** For purposes of the transfer of the Phase III Property and the development of the Phase III Project Improvements, the Contract is amended as follows: (a) all references in the Contract to the Phase I Property and Phase II Property, the Phase I Housing Property and Phase II Housing Property, the Phase I Common Area Property and Phase II Common Area Property and the Phase I Housing and Phase II Housing and Phase I Common Areas and Phase II Common Areas components of the Project shall be replaced by the corresponding definitions of the Phase III Property, Phase III Housing Property, Phase III Common Area Property and the Phase III Housing and Phase III Common Areas components of the Project; and (b) all references in the Contract to the Phase I Housing Partnership and Phase II Housing Partnership shall be replaced by the corresponding definition of the Phase III Housing Partnership. In each instance, the replacement of a defined term as described in this paragraph shall be as and where applicable and consistent with the original intent and context of the Contract.

Section 2.02 **Transfer of the Phase III Property.** The transfer of the Phase III Property from the Authority to the Redeveloper shall occur in the same manner and subject to the same terms and conditions as the transfer of the Phase I Property and Phase II Property; **EXCEPT** as amended by this Second Amendment and that, to implement the STECM, the Authority will issue the Bonds and own and hold title to the Phase III Property, and the Phase III Project Improvements to be constructed on the Phase III Property, during the term of the Lease, which is intended to coincide with the Construction Period. The

Authority agrees to lease to the Redeveloper and the Redeveloper agrees to lease from the Authority the Phase III Property subject to and in accordance with the terms and conditions of the Lease. The parties acknowledge that the intent of the described lease structure is to assist Phase III for the public purpose of eliminating and preventing the spread, development and recurrence of blighted and insanitary conditions within the Urban Renewal Area by utilizing the Authority's real property tax exemption and sales tax exemption on the purchase of Materials based on the Authority's ownership of the Phase III Property and its ownership of the Phase III Project Improvements. The parties further acknowledge that the Jackson County, Missouri Assessor could determine that "bonus value" exists under Missouri law and declare all or a portion of the Phase III Property and/or leasehold interest created by the Lease taxable and in such event the Redeveloper shall be fully and solely responsible for payment of any "bonus value" assessment against the Phase III Property and/or leasehold interest created by the Lease, subject to the Redeveloper's right to protest any such assessment as set out in the Lease.

Notwithstanding anything in this Contract or any Transaction Document to the contrary, the Redeveloper acknowledges that the Authority makes no representation or warranty that the Authority's tax-exempt status will remain in effect throughout the duration of the term of the Lease and that the Authority has made no representation or warranty concerning the tax-exempt status of Phase III and the Authority shall have no liability to the Redeveloper if any taxing authority shall deny exemption from the payment of taxes. Notwithstanding any provision to the contrary contained in this Contract, if any taxing authority shall deny the exemption from the payment of property tax or sales or use tax on any portion of Phase III, the Redeveloper or any designee thereof may, at its sole cost and expense, contest such denial and if it is ultimately determined that the contested property tax or sales or use tax is due and payable on any portion of Phase III then the Redeveloper shall pay all such applicable property tax or sales or use tax. Furthermore, in the event that the Authority's tax-exempt status is reduced or eliminated, or the Authority is otherwise unable to effectively extend a tax exemption as a result of circumstances, including, but not limited to: (i) a change in Applicable Laws; (ii) a lawsuit or administrative proceeding challenging the validity or legality of the Authority's tax exempt status and which results in a determination by a court of competent jurisdiction or by a federal, state, or local governing body, agency, or department that the Authority's tax-exempt status is invalid or illegal; or (iii) for some other reason, as to all or any part of the Authority's ownership interest in the Phase III and ownership of the Phase III Project Improvements, then the Redeveloper shall be solely responsible for payment of any taxes, fees, interest, charges, penalties, special assessments, or any other costs assessed or imposed against the Authority's ownership interest in the Phase III Property and its ownership of the Phase III Project Improvements for so long as the Lease is effective. The Redeveloper shall indemnify, defend and hold the Authority harmless from any taxes, fees, interest, charges, penalties, special assessments, "bonus value" assessment, or any other costs assessed or imposed against the Phase III Property, the Phase III Project Improvements, or the leasehold interest created by the Lease, including reasonable attorney's fees incurred by the Authority in connection with any such assessment or imposition. The Redeveloper's obligations under this Section shall survive the termination of this Contract.

The parties acknowledge that the term of the Lease coincides with the Construction Period of Phase III and that the Lease is intended to terminate at such time as the Phase III Project Improvements are complete as provided in the Lease. Subject to the terms and conditions of Section 11.4 of the Lease, the Authority agrees to transfer title to the Phase III Property to the Redeveloper at the end of the Lease term and the Redeveloper agrees to accept title to the Phase III Property at the end of the Lease term.

Prior to the Authority's issuance of the Bonds, the Redeveloper shall provide to the Authority a current title report and survey showing all recorded instruments and any other encumbrance or matter affecting title to the Phase III Property, including any anticipated encumbrance as part of the financing or development of

the Phase III Project Improvements, and all such items shall be the “Permitted Encumbrances” during the term of the Lease.

Section 2.03 Conditions Precedent. In addition to and without limiting the provisions set forth in this Second Amendment, Section 3.02 of the Contract is hereby amended and replaced, for purposes of the transfer of the Phase III Property, with the following:

Section 3.02 Conditions Precedent to Transfer of the Phase III Property. The Authority shall have no obligation to transfer the Phase III Property to the Redeveloper, unless and until the following conditions have been satisfied or performed (the “**Conditions Precedent**”):

- (a) The Redeveloper submits to EDC and to the Authority evidence of the Redeveloper’s financial commitment and ability to acquire the Phase III Property and to undertake and complete the Project Improvements for the Phase III Housing component of the Project and the Phase III Common Areas component of the Project prior to the Completion Date for each such Phase, including: (i) written confirmation from MHDC reserving \$612,000 in annual 9% federal (\$6,120,000 in total equity) and \$432,000 in 9% state (\$4,320,000 in total equity) low-income housing tax credits to the Redeveloper for a total of \$1,044,000 in federal and state 9% low-income housing tax credits (\$10,440,000 in total federal and state equity) for the Phase III Housing component of the Project and the Redeveloper’s agreement to submit funding proposals and subsequent applications to MHDC and other funders to fully fund all housing units as proposed using no City HOME or CDBG funds for the housing component; (ii) written confirmation from the Redeveloper of its commitment to defer \$150,000 of its Developer Fee; (iii) AHAP loan funds in the amount of \$1,800,000.00; (iv) written confirmation from the Redeveloper of commitment(s) to provide its funds and in what amount as equity for the Project; and (v) such other evidence of financial commitment and ability that HUD, MHDC, the City, EDC, or the Authority may require of the Redeveloper. Copies of the confirmed financing documents shall be attached to this Contract as **Exhibit F**;
- (b) The Redeveloper submits evidence to the Authority that Property has been properly zoned consistent with City requirements;
- (c) Reserved; ;
- (d) Reserved;
- (e) The Redeveloper is not in default under any Transaction Document and shall have, in all material respects, observed, performed and/or complied with all terms, conditions, duties, obligations, and/or covenants required by the Transaction Documents ;
- (f) The Phase III Project Improvements are complete in accordance with this Contract, the Lease and the Urban Renewal Plan;
- (g) The City has issued a certificate of occupancy for the Phase III Project Improvements;
- (h) The Redeveloper has submitted to the Authority (i) an application for a

Certificate of Qualification for Tax Abatement and paid application fees pursuant to the Phase III Funding Agreement, (ii) the final requisition certificate under the Indenture to close out the Bonds, (iii) executed documents necessary to terminate the Lease and to otherwise complete the conveyance of the Phase III Property to the Redeveloper in accordance with this Contract and the Lease, and (iv) funds necessary to pay for the Authority's costs, including attorney's fees, incurred in connection with the conveyance of the Phase III Property to the Redeveloper pursuant to the Phase III Funding Agreement; and

(i) The Redeveloper has submitted to the Bond Trustee all documentation requested by the Bond Trustee to close out the Bonds and has paid any then due and owing trustee fees to the Bond Trustee.

Section 2.04 The Contract is hereby amended by deleting Section 3.17 in its entirety and replacing it with the following:

Section 3.17 Conveyance to the Association; Notice: Default. Upon the Redeveloper's conveyance of the Phase I, Phase II, and Phase III Common Area Property to the Association, the Association shall be subject to the terms and conditions of this Contract and the Redeveloper shall cause the Association to comply with the terms and conditions of this Contract, specifically including, without limitation, the Conveyance Restriction. Any notice given under this Contract to the Redeveloper shall also be given to the Association, specifically, including, without limitation, a Violation Notice. The Redeveloper acknowledges that the Association is wholly owned and controlled by the Redeveloper and that the conveyance of the Phase I, Phase II, and Phase III Common Area Property to the Association shall not relieve, waive or discharge the Redeveloper's obligations under this Contract as to the Phase I, Phase II, or Phase III Common Area Property. An Event of Default arising from any action or omission by the Association shall be deemed to be a default on the part of the Redeveloper.

Section 2.05 Construction. The Contract is hereby amended by deleting Section 4.01 in its entirety and replacing it with the following:

Section 4.01 Construction and Sales Tax Exemption.

(a) The Redeveloper shall close on the Loan transaction and commence or cause the commencement of construction of the Phase III Project Improvements on or shortly after the date the Authority issues the Bonds. For the purposes of this Contract, commencement of construction shall mean excavation and the placement, assembly or installation of materials, equipment or facilities which will make up part of the structures to be constructed for the Phase III Project. The Redeveloper shall commence construction of the Phase III Project Improvements no later than May 1, 2023, and the Completion Date for the Phase III Project Improvements shall be no later than **December 31, 2025**, subject to extensions granted pursuant to Section 4.03 (the "Completion Date"). The limitation of time for commencement and completion may be extended by written agreement between the parties.

(b) The Redeveloper shall enter into the necessary contracts with the Construction Contractor and other contractors or subcontractors (each a "Construction Contractor") for the construction of the Phase III Project Improvements on behalf of the Authority and the Redeveloper shall cause those contracts to provide that all work performed under such contracts shall be in accordance with the Redevelopment Plan, this Contract and the Urban Renewal Plan. The Redeveloper shall cause the Construction Contract and each related subcontractor construction

contract (each a “Construction Contract”) to include provisions satisfactory to the Authority in substantially the following form:

(1) necessary to assure that the Construction Contractor includes in contracts with the Suppliers that sell the Materials necessary for the construction of the Phase III Project Improvements: (A) a provision acknowledging that title to the Materials shall pass directly to the Authority from the Supplier, but only after the Materials have been inspected and accepted by the Construction Contractor or the Redeveloper, acting as the agents of the Authority; and (B) a provision that requires Suppliers to properly submit detailed Invoices for Materials for review and approval to the Redeveloper and the Authority or the Authority's designee, which Invoices for Materials, upon their approval, will be forwarded for payment in accordance with the Bond Documents;

(2) stating that the invoices for Materials must reflect that the Redeveloper or the Construction Contractor is purchasing the Materials on behalf of the Authority as the Authority's agent or subagent, respectively;

(3) requiring that the Redeveloper and the Construction Contractor keep full and complete records of the Materials purchased on behalf of the Authority, and providing that the Redeveloper and the Authority shall each have reasonable access to those records, as may be necessary or desirable to ascertain that the Materials are, in fact, being acquired in accordance with this Contract;

(4) providing that all work performed under such contracts shall be in accordance with the Urban Renewal Plan and this Contract, as applicable;

(5) providing that the Redeveloper and the Construction Contractor acknowledge and affirm that they are each buying the Materials on behalf of, and as agent or subagent, respectively, for, the Authority and that the Construction Contractor further acknowledges and affirms that any such Materials purchased are the sole property of the Authority; and

(6) ensuring that all payments for the Materials shall be made using funds of the Authority and that all payments are made in accordance with the draw request process specified in the Bond Documents.

(c) Agent. The Authority appoints and, confirms the appointment of the Redeveloper as its agent to purchase the Materials for and on behalf of the Authority. The Redeveloper has the right to make the Construction Contractor a subagent for the purchase of the Materials and, accordingly, the Redeveloper appoints the Construction Contractor as subagent for the Authority for the limited purpose of purchasing the Materials. The Authority and the Redeveloper confirm that the Construction Contractor is authorized to appoint its subcontractors as subagents of the Authority for the limited purpose of purchasing Materials. The Authority will provide its sales tax exemption certificate to Redeveloper and Construction Contractor (and others purchasing Materials at the request of Redeveloper and/or Construction Contractor) for purposes of purchasing the Materials. Notwithstanding anything in this Contract or any Transaction Documents to the contrary, the Redeveloper acknowledges that the Authority makes no representation or warranty that any sales or use tax exemption will remain in effect throughout the Construction Period and that the Authority's sales tax exemption certificate applies only to purchases of eligible construction Materials made pursuant to this Contract and after the Authority has issued the Bonds. In the event that the Authority's tax exempt status is reduced or eliminated, or the Authority is otherwise unable

to effectively extend sales tax exemption as a result of circumstances, including, but not limited to, a: (i) change in Applicable Law as to the purchase of all or any Materials used for construction of the Phase III Project Improvements; or (ii) a lawsuit or administrative proceeding challenging the validity or legality of the sales tax exemption granted by the Authority during the Construction Period and which results in a determination by a court of competent jurisdiction or by a federal, State, or local governing body, agency, or department that the sales tax exemption is invalid or illegal; or (iii) for some other reason, then the Redeveloper shall be solely responsible for payment of any sales taxes, use taxes, interest, fees, charges, or penalties levied, charged or imposed against the Authority or otherwise resulting from the actions of the Redeveloper hereunder. The Redeveloper shall indemnify, protect, defend, and hold the Authority and its officers, commissioners, agents, and employees harmless from and against any and all sales taxes, use taxes, interest, fees, charges, penalties, claims, demands, liabilities, and costs, including reasonable attorneys' fees, costs and expenses, resulting or arising from, or otherwise incurred in connection with, the Authority's inability to effectively extend sales tax exemption as intended by this Contract, including, without limitation, any improper use of the Authority's sales tax exemption certificate by the Redeveloper, the Construction Contractor, or any other contractor or subcontractor, or any of their respective owners, employees, agents, or representatives, performing work on the Project, and such indemnification obligations shall survive termination of this Contract.

(d) Title. Title to the Materials shall pass to the Authority directly from the Suppliers, but only after the Materials have been inspected and accepted by the Redeveloper acting as the agent of the Authority (or by the Construction Contractor or another person or entity acting as the Redeveloper's subagent); thereafter title to the Materials shall remain in the Authority unless and until transferred, together with the Authority's title to the Property, by the Authority pursuant to the Lease.

(e) Disbursement of Project Financing. The Redeveloper acknowledges and affirms that the Authority's undertakings under the terms and provisions of this Contract are providing significant economic benefits to the Redeveloper and the Phase III Project Improvements. In consideration of such significant economic benefits being provided to the Redeveloper, the Redeveloper acknowledges and affirms that the proceeds of the Bonds and other amounts necessary to cause the construction of the Project and payable under the Lease are the sole and exclusive property of the Authority and the proceeds of the Bond and other amounts necessary to cause the construction of the Project and payable under the Lease are to be used in part for the purpose of purchasing services and Materials for the acquisition and construction of the Phase III Project Improvements; provided, however, that the review and approval of invoices for services and Materials may be undertaken by the Redeveloper, as the agent of the Authority, the Authority or the Construction Inspector (as defined below) as the Authority's designee, the Lender, and any other party to the applicable Transaction Documents. The proceeds from the Bonds shall be disbursed in accordance with the terms of the applicable Bond Documents.

(f) Enforcement of Warranties for Materials. The Redeveloper, in its capacity as the agent of the Authority, is granted the right to make on behalf of the Authority, all warranty, indemnification, or other claims to enforce any of the Authority's warranty rights granted by manufacturers or sellers of the Materials. The Redeveloper is assigned the benefits derived by the Authority from the actions of the Redeveloper taken pursuant to this Section, insofar as such rights relate to the Materials.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING PARAGRAPH, THE REDEVELOPER RECOGNIZES THAT, BECAUSE THE MATERIALS AND COMPONENTS OF THE PROJECT HAVE BEEN DESIGNATED AND SELECTED BY THE REDEVELOPER, THE AUTHORITY HAS NOT MADE AN INSPECTION OF THE MATERIALS OR OF ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION OF THE PROJECT, AND THE AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE SAME OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY THEREOF, OR AS TO THE QUALITY OF THE MATERIALS OR WORKMANSHIP THEREIN, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY THE REDEVELOPER. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE MATERIALS OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION OF THE PROJECT, WHETHER PATENT OR LATENT, THE AUTHORITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE AUTHORITY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIALS OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION OF THE PROJECT.

(g) Cost Certification. As a material inducement for the Authority to enter into this Contract, the Redeveloper shall pay the costs and fees incurred by the Authority to review and cost certify the invoices for Materials submitted to the Authority pursuant to this Article to ensure that the Materials are properly being purchased and used in the construction of the Phase III Project Improvements in accordance with this Contract. The Authority may undertake the cost certification process internally or engage a third-party reasonably satisfactory to the Redeveloper to provide cost certification services to the Authority and the Redeveloper shall pay the costs and fees incurred by the Authority whether the Authority performs such services internally or engages a third-party cost certifier, or rely on the work of an inspector (“Construction Inspector”) hired by the Lender. The Authority will not hire a third-party cost certifier without prior notice to and consent of the Redeveloper, which consent shall not be unreasonably withheld. The Authority intends to rely on the work of the Construction Inspector, provided that the Authority promptly receives copies of any documentation prepared and delivered by the Construction Inspector to the Lender and the Redeveloper and that the Authority shall not be responsible for paying for any fees or costs charged or incurred by the Construction Inspector in connection with the Project. If the Authority hires a third-party cost certifier or relies upon the Construction Inspector as provided above, the Authority may also perform such other additional cost certification work internally as the Authority may deem necessary or desirable at its own cost. If the Authority elects not to hire a third-party cost certifier or rely upon the Construction Inspector as provided above, the Authority may perform cost certification work internally as the Authority may deem necessary or desirable for a fee in an amount mutually and reasonably acceptable to the Authority and the Redeveloper.

Section 2.06 The Contract is hereby amended by adding the following provisions:

Section 4.10 Payment Bond. The Redeveloper, at its cost, shall obtain and furnish to the Authority, or cause the Construction Contractor to obtain and furnish to the Authority, a payment bond from a surety reasonably acceptable to the Authority and in an amount sufficient to secure full payment for all Materials, all insurance premiums, and all labor related to and performed in the construction of the Project in compliance with and as required by Section 107.170, RSMo, as

amended (“Payment Bond”). The Authority and the Bond Trustee shall be named as dual obligees on the Payment Bond.

Section 15.14 Term. Except as otherwise provided herein, this Contract shall terminate upon the fifth (5th) anniversary of the expiration of the end of the Phase III Tax Abatement Period; provided, however, if the Authority issues its Certificate of Qualification for Tax Abatement and the Tax Abatement Period will not expire before the expiration of the Urban Renewal Plan, the parties shall work cooperatively with each other and the City, if the Redeveloper is not then in default under this Contract, to achieve an extension of the Urban Renewal Plan for a period sufficient to coincide with the expiration of the Tax Abatement Period in accordance with the LCRA Law. All provisions stated to survive shall survive termination of this Contract.

Section 15.15. Nature of Obligations of Authority. Notwithstanding any other provision herein to the contrary, the obligations, liabilities and any amounts due and owing by the Authority pursuant to the provisions hereof, including any provision of any Transaction Document or Loan Document, shall be nonrecourse as to the Authority. No provision, representation, covenant, or agreement contained in this Contract or any Bond Document or Loan Document (including, without limitation, any indemnity obligation), or any obligation herein or therein imposed upon the Authority, or the breach thereof, shall constitute or give rise to or impose upon the Authority a pecuniary liability and no provision herein or therein shall be construed to impose a charge against the general credit of the Authority or any personal or pecuniary liability upon any commissioner, officer, agent, or employee of the Authority. The Authority has no taxing power. The covenants and agreements of the Authority shall not be deemed to constitute a debt, liability, or a general obligation of the Authority, the State of Missouri or of any political subdivision thereof within the meaning of any State of Missouri constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State of Missouri or any political subdivision thereof or of the Authority. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction and is not payable in any manner by taxation.

All covenants, obligations and agreements of the Authority contained in this Contract, or in any Transaction Document or Loan Document, shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any past, present or future commissioner, officer, agent, or employee of the Authority in other than his or her official capacity, and no official executing this Contract or any Transaction Document or Loan Document shall be liable personally for this Contract or any Transaction Document or Loan Document or be subject to any personal liability or accountability by reason of the execution and delivery of this Contract or any Transaction Document or Loan Document or by reason of the covenants, obligations or agreements of the Authority contained in this Contract or any Transaction Document or Loan Document.

Section 15.16 Non-Merger. All of the terms, covenants, representations, warranties, restrictions, and controls of this Contract, which by their terms involve a performance of any act or obligation after delivery of the Transfer Deed to the Redeveloper, shall survive such Closings and delivery of the Transfer Deed to the Redeveloper; it being intended that no provision of this Contract shall be deemed to be merged into any subsequent deed or conveyance of the Phase III Property from the Authority to the Redeveloper, and such subsequent deed shall not be deemed to affect or impair the rights or obligations under this Contract.

Section 2.07 The Contract is amended by deleting Exhibit C – Redevelopment Plan attached

thereto and replacing it with **Exhibit C** attached to this Second Amendment.

Section 2.08 Reserved.

Section 2.09 The Contract is amended by deleting Exhibit E – Funding and Construction Schedule attached thereto and replacing it with **Exhibit E** attached to this Second Amendment.

Section 2.10 The Contract is amended by deleting Exhibit F – Confirmed Financing Documents attached thereto and replacing it with **Exhibit F** attached to this Second Amendment.

Section 2.12 The Contract is amended by deleting Exhibit G – Map attached thereto and replacing it with **Exhibit G** attached to this Second Amendment.

Section 2.13 The Contract is amended by adding Exhibit H – Transfer Deed.

Section 2.14 The Contract is amended by adding Exhibit I – Permitted Encumbrances.

ARTICLE III MISCELLANEOUS

Section 3.01 Full Force and Effect. Except as amended by this Second Amendment, the terms and conditions of the Contract shall remain in full force and effect.

Section 3.02 Execution of Counterparts. This Second Amendment may be executed in two (2) or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Redeveloper has caused this Second Amendment to be executed in its name with its seal affixed and attested by its duly authorized officers. The Authority has caused this Second 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.

ST. MICHAEL'S VETERANS CENTER, INC.

By: _____
, _____

“REDEVELOPER”

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this ___ day of _____, 2022, before me appeared Michael Halterman to me personally known, who, being by me duly sworn/affirmed did say that he is the _____ of St. Michael's Veterans Center, Inc., and that said instrument was signed in behalf of said limited liability company by authority of its board of directors, and said Managing Member acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public

(Printed Name)

My Commission Expires:

[Seal]

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

ATTEST:

By: _____
Susan Tumey, Assistant Secretary

By: _____
Dan Moye, Executive Director

“AUTHORITY”

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 2022, before me appeared Dan Moye, to me personally known, who, being by me duly sworn, did say that he is the Executive Director, respectively, 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 acknowledges 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

Phase I Property:

Lot 1 and Tracts B, C, and E, ST. MICHAEL'S VETERANS CENTER, a subdivision in Kansas City, Jackson County, Missouri.

Phase II Property:

Lot 2 and Tracts F, G, and H, ST. MICHAEL'S VETERANS CENTER II, a re-plat of Tracts A and F of St. Michael's Veterans Center, a subdivision in Kansas City, Jackson County, Missouri.

Phase III Property

Tract A and Tract D, ST. MICHAEL'S VETERANS CENTER II, a re-plat of Tracts A and F of St. Michael's Veterans Center, a subdivision in Kansas City, Jackson County, Missouri.

EXHIBIT B

LEGAL DESCRIPTION OF PHASE III PROPERTY

Tract A and Tract D, ST. MICHAEL'S VETERANS CENTER II, a re-plat of Tracts A and F of St. Michael's Veterans Center, a subdivision in Kansas City, Jackson County, Missouri.

EXHIBIT C

REDEVELOPMENT PLAN

The phased development of a campus to provide affordable housing for veterans, supportive services to veterans, and related improvements and amenities to be accomplished on the Property in accordance with the Urban Renewal Plan, as follows:

Phase I of the Project is fully funded and consists of: construction of approximately 58 units of affordable veterans housing on the Property. Phase I of the Project is complete.

Phase II of the Project is fully funded and consists of: construction of approximately 59 units of affordable veterans housing on the Property and approximately 7,000 square feet of supportive service space on the Property. Phase II of the Project is complete.

Phase III of the Project is fully funded and consists of construction of 62 apartment homes with a combination of 54 one-bedroom units and 8 two-bedroom units on the Property. St. Michael's Housing Phase III is specifically designed for housing homeless and disabled veterans and will have numerous programs focused on that particular group of individuals and their needs. This new community is being constructed through the use of the Low-Income Housing Tax Credits (LIHTC) program and Affordable Housing Assistance Program Tax Credits (AHAP).

EXHIBIT D

Reserved.

EXHIBIT E

**FUNDING AND OTHER APPLICATIONS SUBMITTAL SCHEDULE AND
DEVELOPMENT AND CONSTRUCTION SCHEDULE**

**Funding and Other Completion Date
Applications
Submittal Date**

Phase III Housing

December 31, 2022

December 31, 2027

EXHIBIT F

CONFIRMED FINANCING DOCUMENTS

Financing for the St. Michael Phase III Development:

Tax Credits (per attached _____, 2022 letter from MHDC):

- Federal 9% Low Income Tax Credits -\$6,120,000
- State 9% Low Income Tax Credits - \$4,320,000

Deferred Developer Fees:

- Deferred Developer Fees - \$150,000

Financing:

- AHAP Funds Loan - \$1,800,000, 1% interest rate, 30-year term

Other financing:

- To be determined

EXHIBIT G

MAP DEPICTING PHASE I, PHASE II, AND PHASE III

EXHIBIT H
TRANSFER DEED

[Attached hereto]

Document Title: Special Warranty Deed
Document Date: _____, 202_
Grantor Name: Land Clearance for Redevelopment Authority of Kansas
City, Missouri
Grantee Name: St. Michael's Veterans Center, Inc.
Statutory Address: _____
Legal Description: See attached Exhibit A (Page 3)
Reference Book and Page: n/a

SPECIAL WARRANTY DEED

THIS INDENTURE ("Deed"), made on the ____ day of _____, 202_, by and between Land Clearance for Redevelopment Authority of Kansas City, Missouri, a public body corporate and politic ("Grantor"), and St. Michael's Veterans Center, Inc., a Missouri non-profit corporation ("Grantee"), whose mailing address is _____.

WITNESSETH, THAT Grantor, in consideration of the sum of Ten Dollars (\$10.00), to Grantor paid by Grantee (receipt of which is acknowledged) does by these presents SELL AND CONVEY unto the Grantee and the Grantee's successors and assigns the following described tracts, lots, or parcels of land ("Property"), lying, being and situate in the County of Jackson and State of Missouri legally described on the attached Exhibit A.

Subject to: (a) restrictions, encumbrances, easements, covenants and reservations now of record affecting the Property; (b) such facts that an accurate survey and environmental assessment and other investigations would disclose; (c) all zoning laws and subdivision regulations and all other laws, rules and regulations affecting the Property; and (d) the liens of unpaid taxes and assessments of any type.

TO HAVE AND TO HOLD the Property, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor covenants that the Property is free and clear from any encumbrance done or suffered by the Grantor, except as provided above; and that the Grantor will warrant and defend the title to the Property unto the Grantee and unto the Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming under the Grantor.

IN WITNESS WHEREOF, Grantor has executed this deed the day and year above written.

Exhibit A
Legal Description

Tract A and Tract D, ST. MICHAEL'S VETERANS CENTER II, a re-plat of Tracts A and F of St. Michael's Veterans Center, a subdivision in Kansas City, Jackson County, Missouri.

EXHIBIT I

PERMITTED ENCUMBRANCES