

EXHIBIT 7A
LCRA 8/4/23

AMENDMENT TO SALE/LEASEBACK AND REDEVELOPMENT CONTRACT

Between

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

And

906 GRAND BOULEVARD HOSPITALITY, LLC

DATED AS OF AUGUST 4, 2023

AMENDMENT TO SALE/LEASEBACK AND REDEVELOPMENT CONTRACT

This AMENDMENT TO SALE/LEASEBACK AND REDEVELOPMENT CONTRACT (“Amendment”) is entered into effective as of the 4th day of August, 2023, 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 **906 GRAND BOULEVARD HOSPITALITY, LLC**, an Arkansas limited liability company (“Redeveloper”).

RECITALS

A. The Authority and the Redeveloper entered into the Sale/Leaseback and Redevelopment Contract (“Redevelopment Contract”) dated October 1, 2022, and recorded as Instrument No. 2022E0099541.

B. In connection with the Project, the Redeveloper caused the formation of the 906 Grand Community Improvement District (“Hotel CID”) pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571, RSMo, as amended (“CID Act”), as evidenced by Ordinance No. 220087 adopted by the City Council on February 3, 2022.

C. As the current owner of the Property, the Authority is a qualified voter under the CID Act for the purpose of approving a sales and use tax up to a maximum amount of one percent (1.0%) (“CID Sales Tax”).

D. The Redeveloper has requested that the Authority vote in a mail-in ballot election to approve the CID Sales Tax prior to the Redeveloper’s completion of the Project and the Authority’s reconveyance of the Property back to the Redeveloper.

E. The Authority and the Redeveloper desire to amend the Redevelopment Contract by adding a new provision regarding the Hotel CID and CID Sales Tax.

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 15.16 is added to the Redevelopment Contract as follows:

Section 15.16 **Hotel Community Improvement District**. The Redeveloper caused the formation of the 906 Grand Community Improvement District (“Hotel CID”) pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571, RSMo, as amended (“CID Act”), as evidenced by Ordinance No. 220087 adopted by the City Council on February 3, 2022. The Hotel CID boundaries consist solely of the Property and the Hotel CID has the power to impose sales and use tax up to a maximum rate of one percent (1.0%) (“CID Sales Tax”) at the Property, subject to qualified voter approval under the CID Act. The Hotel CID shall have no power to implement a real property or business license tax, a special assessment, or any other funding mechanism. At least a majority of directors shall be legally authorized

representatives of the Redeveloper. The Authority is not obligated to appoint any of its employees or representatives as a director. The Redeveloper acknowledges that the City will require the Hotel CID and/or the Redeveloper to enter into a cooperative agreement with the City to, among other things, finance all costs and expenses associated with the establishment, administration and operation of the Hotel CID that are not payable from revenues of the Hotel CID and the Redeveloper will assist as necessary in the establishment, administration and operation of the Hotel CID (including, without limitation, matters concerning the CID Sales Tax) in full compliance with the CID Act. To the extent that revenues of the Hotel CID are insufficient to pay costs and expenses associated with the establishment, administration and operation of the Hotel CID, the Redeveloper will pay such costs and expenses and may be reimbursed by the Hotel CID for such costs and expenses as provided in the CID Act. The Redeveloper shall pay all costs and expenses, including attorney's fees, incurred by the Authority in connection with the establishment, administration, and operation of the Hotel CID, including, without limitation, collection and enforcement of the CID Sales Tax and any election conducted by the Hotel CID. If a question is presented to the Authority as a qualified voter under the CID Act, the Authority will cooperate with the Hotel CID and the Redeveloper as needed to fulfill the intent of this Contract and in furtherance of the Project. The Authority's vote in any such election shall be subject to the prior approval of the Authority.

The Missouri Department of Revenue will be responsible for the collection and enforcement of the CID Sales Tax. To the extent necessary to ensure implementation of the CID Sales Tax, the Authority, solely in its capacity as the owner of the Property for as long as the Lease is in effect, agrees to cooperate with the Hotel CID, the Redeveloper, and proper governmental authorities. The Redeveloper (for itself and on behalf of the Hotel CID) shall be responsible for providing all notices and information necessary for the election, collection, and enforcement of the CID Sales Tax to the proper governmental authorities, for filing all budgets, annual reports, financial statements, and other documentation with the proper governmental authorities as required by the CID Act and Applicable Laws, and for administering the Hotel CID in accordance with the CID Act and Applicable Laws. The Redeveloper shall indemnify, protect, defend and hold harmless the Authority from and against liens, costs, fines, damages, taxes, assessments, judgments, interest, penalties, including attorney's fees and court costs, and any other expense arising, directly or indirectly, from any claim, action or proceeding concerning the establishment, administration, or operation of the Hotel CID or the election, collection, or enforcement of the CID Sales Tax.

Except as provided in this Contract, the Authority shall have no obligations or liability with respect to the establishment, administration and operation of the Hotel CID, including, but not limited to, the payment of any project, service, administrative, or operational costs incurred by the Hotel CID, which costs shall be paid solely by CID Sales Tax revenue and Redeveloper contributions in accordance with the CID Act.

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.

7. Execution of Counterparts. This 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.

8. Recording. This Amendment may be recorded by the Authority, from time to time, in the office of the Director of Records of Jackson County, Missouri, at Kansas City. The Redeveloper shall pay the costs of recording the Amendment upon demand by the Authority.

[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.

906 GRAND BOULEVARD HOSPITALITY, LLC, an Arkansas limited liability company

By: 906 Grand Boulevard Managing Member LLC, a Missouri limited liability company
Its: Managing Member

By: 906 Grand Boulevard Individual Members LLC, a Missouri limited liability company
Its: Managing Member

By: _____
Name: Wallis Blair Allen, Jr.
Title: Manager

By: _____
Name: Mary Ellen Irons
Title: Manager

By: _____
Name: Rocky Govind
Title: Manager

State of Arkansas)
) ss.
County of _____)

On this _____ day of August, 2023, before me appeared _____, to me personally known, who, being by me duly sworn/affirmed did say that he/she/they is/are the Manager(s) of 906 Grand Boulevard Individual Members LLC, the Managing Member of 906 Grand Boulevard Managing Member LLC, the Managing Member of 906 Grand Boulevard Hospitality, LLC, an Arkansas limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its manager(s), and said manager(s) 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**

By: _____
Rob Gardner, Chairman

“AUTHORITY”

ATTEST:

Daniel Moye, Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of August, 2023, 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

TRACT 1:

LOTS 63 AND 64, SWOPE'S ADDITION, IN THE CITY OF KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT 2:

LOT 65, SWOPE'S ADDITION, IN THE CITY OF KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT 3:

A PERPETUAL, NONEXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND ENCROACHMENTS OVER THE NORTH 60 FEET OF THE VACATED ALLEY ADJACENT TO THE WEST OF TRACT 1 AS MORE FULLY DESCRIBED AND SET FORTH IN AN ALLEY VACATION AND EASEMENT AGREEMENT DATED AND RECORDED APRIL 3, 2002 AS DOCUMENT NO. 2002K0019649.