

**MEMORANDUM OF SECOND AMENDED AND RESTATED LOAN AGREEMENT  
AND OMNIBUS AMENDMENT TO LOAN DOCUMENTS**

The undersigned declare that they have entered into a **SECOND AMENDED AND RESTATED LOAN AGREEMENT AND OMNIBUS AMENDMENT TO LOAN DOCUMENTS** of even date herewith ("Loan Agreement"), wherein provision is made for amendment of the indebtedness and obligations presently secured by (i) that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of January 18, 2018, executed by KC Hotel Property Owner, LLC, a Delaware limited liability company ("Hotel Owner") in favor of L&GST Corporation, a Missouri corporation ("Trustee") for the benefit of Wells Fargo Bank, National Association, as Administrative Agent for the Lenders under the Loan Agreement (in such capacity, "Administrative Agent" or "Beneficiary"), which was recorded on January 18, 2018, as Document No. 2018E0004774 in the Official Records of Jackson County, Missouri (the "Recorder's Office") (as amended, the "Leasehold Deed of Trust") which encumbers the real property described on Exhibit A-1 attached hereto; (ii) that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of January 18, 2018, executed by Land Clearance for Redevelopment Authority of Kansas City, Missouri ("Borrower") in favor of Trustee for the benefit of Beneficiary, which was recorded on January 18, 2018, as Document No. 2018E0004772 in the Recorder's Office (as amended, the "Hotel Deed of Trust") which encumbers the real property described on Exhibit A-1 attached hereto; and (iii) that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of January 18, 2018, executed by Borrower in favor of Trustee for the benefit of Beneficiary, which was recorded on January 18, 2018, as Document No. 2018E0004773 in the Recorder's Office (as amended, the "Parking Deed of Trust"; together with the Leasehold Deed of Trust and the Hotel Deed of Trust, collectively, the "Deed of Trust") which encumbers the real property described on Exhibit A-2 attached hereto.

This instrument is a memorandum of the Loan Agreement, and the same is incorporated herein by this reference with the same effect and as though set forth herein in its entirety. This instrument may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

Date: November [ ], 2024

[Signatures follow on next page]







**EXHIBIT A-1**

TRACT 1:

ALL OF LOTS 19 THROUGH 22, TOGETHER WITH ALL THAT PART OF LOTS 14 THROUGH 18, AND ALL THAT PART OF LOT 23, AND ALL THAT PART OF THE VACATED ALLEY LYING BETWEEN LOTS 19 THROUGH 23 AND LOTS 14 THROUGH 18, ALL BEING IN BLOCK 2, J. H. MCGEE'S ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, LYING IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 49 NORTH, RANGE 33 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 19, BLOCK 2, J.H. MCGEE'S ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI; THENCE SOUTH 87 DEGREES 29 MINUTES 53 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 280.56 FEET TO A POINT ON THE WEST LINE OF BALTIMORE AVENUE RIGHT OF WAY, AS ESTABLISHED IN BOOK K1916, PAGE 892; THENCE SOUTH 02 DEGREES 08 MINUTES 09 SECONDS WEST, DEPARTING SAID NORTH LINE, ALONG SAID WEST LINE, A DISTANCE OF 239.92 FEET TO A POINT; THENCE NORTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, DEPARTING SAID WEST LINE, A DISTANCE OF 280.45 FEET TO A POINT ON THE WEST LINE OF LOT 23 OF SAID BLOCK 2, J.H. MCGEE'S ADDITION; THENCE NORTH 02 DEGREES 06 MINUTES 42 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 242.37 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A-2**

TRACT 2:

ALL OF LOTS 24 THROUGH 26, TOGETHER WITH ALL THAT PART OF LOTS 10 THROUGH 14, AND ALL THAT PART OF LOT 23 AND LOT 27, AND ALL THAT PART OF THE VACATED ALLEY LYING BETWEEN LOTS 23 THROUGH 27 AND LOTS 10 THROUGH 14, ALL BEING IN BLOCK 2, J. H. MCGEE'S ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, LYING IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 49 NORTH, RANGE 33 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 19, BLOCK 2, J.H. MCGEE'S ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI; THENCE SOUTH 02 DEGREES 06 MINUTES 42 SECONDS WEST, ALONG THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 242.37 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 280.45 FEET TO A POINT ON THE WEST LINE OF BALTIMORE AVENUE RIGHT OF WAY, AS ESTABLISHED IN BOOK K1916, PAGE 892; THENCE SOUTH 02 DEGREES 08 MINUTES 09 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 174.69 FEET TO A POINT OF CURVATURE, SAID POINT ALSO LYING ON THE NORTH LINE OF W. 16TH STREET RIGHT OF WAY, AS ESTABLISHED IN BOOK K1912, PAGE 327; THENCE IN A SOUTHERLY, SOUTHWESTERLY AND WESTERLY DIRECTION, DEPARTING SAID WEST LINE, ALONG SAID NORTH LINE AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 29 MINUTES 14 SECONDS, AN ARC DISTANCE OF 23.69 FEET TO A POINT OF TANGENCY; THENCE NORTH 87 DEGREES 22 MINUTES 37 SECONDS WEST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 265.26 FEET TO A POINT ON THE WEST LINE OF LOT 27 OF SAID BLOCK 2, J.H. MCGEE'S ADDITION; THENCE NORTH 02 DEGREES 06 MINUTES 42 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 186.77 FEET TO THE POINT OF BEGINNING.