

AMENDMENT TO REDEVELOPMENT CONTRACT

Between

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI

And

FORRESTER LLC

DATED AS OF DECEMBER 19, 2024

AMENDMENT TO REDEVELOPMENT CONTRACT

This AMENDMENT TO SALE/LEASEBACK AND REDEVELOPMENT CONTRACT ("Amendment") is entered into effective as of the 19th day of December, 2024, 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 **FORRESTER LLC**, a Kansas limited liability company ("Redeveloper").

RECITALS

- A. The Authority and the Redeveloper entered into the Redevelopment Contract ("Redevelopment Contract") dated May 23, 2023, and recorded as Instrument No. 2023E0039254.
- B. 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 rehabilitation of the vacant building located at 1018 Missouri Avenue for conversion into approximately eight apartment units for long-term rental and related improvements to be accomplished on the Property in accordance with the Redevelopment Contract and the Urban Renewal Plan; and
- C. Pursuant to Sections 4.01(a) and 5.01(d) of the Redevelopment Contract, the date by which construction of the Project must be completed is December 31, 2024 (the "Completion Date").
- D. The Redeveloper has requested an extension to the Completion Date to align with its financing and construction schedule.
- E. The Authority and the Redeveloper desire to amend the Redevelopment Contract by extending the Completion Date to August 1, 2025.

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. <u>Capitalized Terms</u>. Unless otherwise defined in this Amendment, all capitalized terms shall have the meaning ascribed to them in the Redevelopment Contract.
- 2. <u>Amendment</u>. Sections 4.01(a) and 5.01(d) of the Redevelopment Contract are amended by deleting references to December 31, 2024 as the Completion Date and replacing them with August 1, 2025.
- 3. <u>Other Terms Unchanged</u>. Except as expressly amended by this Amendment, the Redevelopment Contract remains in full force and effect.

- 4. <u>Non-Waiver</u>. 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. <u>Governing Law.</u> This Amendment shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri.
- 6. <u>Amendments</u>. 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. <u>Execution of Counterparts</u>. 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.
- 9. <u>Incorporation</u>. The Recitals and exhibits to this Amendment are incorporated into and shall be deemed to be a part of this Amendment as if fully set forth herein.

[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.

FORRESTER LLC

	By:
	By: Gina Hollis, Authorized Signatory
	"REDEVELOPER"
State of Missouri)) so County of Jackson)	S.
who, being by me duly sw a Kansas limited liability limited liability company	December, 2024, before me appeared Gina Hollis, to me personally known orn/affirmed did say that she is the Authorized Signatory of Forrester LLC company, and that said instrument was signed in behalf of said Kansa by authority of its Members, and acknowledged said instrument to be the Kansas limited liability company.
	Notary Public
	(Printed Name)
My Commission Expires	

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI

	By:
	"AUTHORITY"
STATE OF MISSOURI)	
) ss. COUNTY OF JACKSON)	
known, who, being by me duly sworn, did sa Redevelopment Authority of Kansas City, N seal affixed to the foregoing instrument is the on behalf of said Authority by the authority said instrument to be the free act and deed of	024, before me appeared Daniel Moye, to me personally ay that he is the Executive Director of Land Clearance for Missouri, a public body corporate and politic, and that the ne seal of said entity and that said instrument was signed by of its Board of Commissioners, and he acknowledged of said Authority. Thereunto set my hand and affixed my official seal at my
	Notary Public
	(Printed Name)
My Commission Expires:	

EXHIBIT A LEGAL DESCRIPTION OF THE PROPERTY

1018-1022 Missouri Avenue (Tax Parcel # 12-840-34-27-00-0-000)

The South 40 feet of the East 80 feet and the West 62 feet of Lot 7, and the South 10 feet of the West 62 feet of Lot 8, Block 77, EAST KANSAS, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.