

SECOND AMENDMENT TO RESTATED LEASE AND ACQUISITION AGREEMENT

THIS SECOND AMENDMENT TO RESTATED LEASE AND ACQUISITION AGREEMENT (the "Second Amendment") is made this ____ day of _____, 2022, by and between CITY OF KANSAS CITY, MISSOURI (the "City" or "Landlord"), and BLOCK 66, LLC, a Missouri limited liability company ("Tenant"). The City and Tenant are sometimes collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the City and Swope Community Builders, a Missouri not-for-profit corporation ("SCB") executed a certain Restated Lease and Acquisition Agreement dated as of April 10, 2017 (the "Original Lease and Acquisition Agreement");

WHEREAS, SCB, as assignor, and Tenant, as assignee, executed a certain Assignment and Assumption of Restated Lease and Acquisition Agreement dated effective as of April 28, 2017 (the "Lease Assignment");

WHEREAS, City and Tenant executed a certain First Amendment to Restated Lease and Acquisition Agreement dated effective November 13, 2017 (the "First Amendment") (the Original Lease and Acquisition Agreement, the Lease Assignment and the First Amendment are collectively referred to herein as the "Lease and Acquisition Agreement"); and

WHEREAS, the City and Tenant wish for the Tenant to complete the blight remediation at various locations by the Outside Demolition Date (as defined below), including at 606 E. 8th Street, 815 Cherry Street, 703 E 10th Street, and 1000 Charlotte Street, all located in Jackson County, Kansas City, Missouri (the "Identified Properties"); and

WHEREAS, the City and Tenant have agreed to make further modifications to the Lease and Acquisition Agreement, as more fully set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, effective on the date first set forth above, the parties agree to the foregoing recitals and as follows:

1. **City Funds; Blight Determination.** Section 14.4 of the Lease and Acquisition Agreement is hereby deleted in its entirety and replaced with the following:

City Funds; Blight Determination. The City hereby agrees to contribute funds in the amount equal to One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00) (the "City Contribution") to Tenant for the use by Tenant of its obligations or rights under this Agreement, specifically blight remediation and dangerous building demolition (collectively, the "East Village Reimbursement Expenses"). The City shall make the City Contribution as an offset to the total purchase price identified in Section 5.1(b). Accordingly, should the Tenant choose to execute their option, Tenant shall pay Four Million Two Hundred Dollars (\$4,200,000) on the Closing Date to the City.

2. **Blight Remediation.** Tenant hereby agrees to perform the building demolition and blight removal identified on Schedule 1, attached hereto, at the Identified Properties on or before December 31, 2023 (the "Outside Demolition Date"). The Parties acknowledge that all costs related thereto are included within the definition of East Village Reimbursement Expenses (as set forth in Section 2 above).

3. **Documentation.** On or before June 30, 2024, Tenant shall provide to City documentation demonstrating that the demolition and blight removal identified on Schedule 1 at the Identified Properties has been completed and that Tenant expended an amount equal to or exceeding the City's Contribution on said building demolition and blight removal. This documentation shall include paid invoices for the demolition and blight removal.

4. **Defined Terms.** Unless otherwise defined in this Second Amendment, the defined terms used herein shall have the meanings defined in the Lease and Acquisition Agreement.

5. **Full Force; No Defaults.** Except as modified by the terms of this Second Amendment, the Lease and Acquisition Agreement is hereby reaffirmed and ratified, as amended herein, and shall remain in full force and effect. The Parties acknowledge that, as of the date of this Second Amendment, no defaults or events of default exist under the Lease and Acquisition Agreement.

6. **Multiple Counterparts.** This Second Amendment may be executed in multiple counterparts via facsimile, each of which shall constitute an original, but all of which together shall constitute but one instrument.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first above written.

CITY:

CITY OF KANSAS CITY, MISSOURI

By: _____

Name: _____

Title: _____

Approved as to form and legality:

Name: _____

Assistant City Attorney

STATE OF _____)

) SS.

COUNTY OF _____)

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is _____ of the CITY OF KANSAS CITY, MISSOURI, a constitutional charter city, and that the seal affixed to the foregoing instrument is the official seal of said city, and that said instrument was signed and sealed on behalf of said city by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said city.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

SCHEDULE 1

BLIGHT REMEDIATION

General description of blight remediation and related building demolition work, the exact scope of which to be determined by Tenant, and such work performed by Tenant or its consultants or contractors.

- Hazardous Materials Assessment:
 - Hazardous materials survey and testing performed by licensed professionals.
- Abatement:
 - Removal and disposal of asbestos containing materials (ACM), household hazardous waste (HHW) and other identified materials within the structures in advance of demolition.
 - Third party oversight of abatement activities, testing reports and other documentation as determined by Tenant.
- Demolition:
 - Prepare demolition scope documents and demolition schedule, and perform an engineered demolition plan.
 - Coordinate such work with known utility providers.
 - Where reasonably feasible and economically viable, salvaging of building elements, and furniture, fixtures & equipment (FFE) that can be reused or recycled.
 - Perform certain scrapping operations to remove valuable metals, as reasonably feasible and economically viable, to be recycled.
 - Obtain required demolition permit(s) and street/sidewalk closure permits.
 - Provide temporary fencing, temporary power and temporary water as determined by Tenant.
 - Demolition of buildings foundations (on the Premises or on other sites owned by Tenant subject to the Agreement) within to 5 ft. below grade or 3 ft. below basements where applicable.
 - General surveying of any deep foundations (piers) that remain below grade (on the Premises or on other sites owned by Tenant subject to the Agreement).
 - Demolition of basement foundation walls and basement floor slabs on grade (on the Premises or on other sites owned by Tenant subject to the Agreement).
 - Backfill any such basements with engineered fill as determined by Tenant. Backfill may be accomplished with the use of crushed on-site materials if practical.
 - Generally cap the building area with a layer of topsoil (as determined by Tenant).
 - Dispose of all waste materials in accordance with applicable laws.
- Post Demolition:
 - Remove temporary fencing and other temporary measures.
 - Hydro seed grounds with turf grasses as determined by Tenant.
 - No repairs to drives or parking lots on private property.
 - Repair public curbs and sidewalks damaged during demolition, if any, in a substantially similar manner as existed prior to such demolition (as reasonably determined by Tenant).
- Items not in scope
 - Utility relocations.
 - Roadway and ROW and other public improvements.
 - Any other items not specifically identified above.