

THIRD AMENDMENT TO COOPERATIVE AGREEMENT

THIS THIRD AMENDMENT TO COOPERATIVE AGREEMENT (“**Third Amendment**”), is made and entered into effective as of _____, 2026 (the “**Amendment Effective Date**”) by and among the CITY OF KANSAS CITY, a constitutionally chartered municipal corporation and political subdivision of the State of Missouri (“**City**”), and LINWOOD SHOPPING CENTER COMMUNITY IMPROVEMENT DISTRICT (“**CID**”) (collectively, the “**Parties**”). This Third Amendment amends that certain Cooperative Agreement, dated October 21, 2020 (the “**Original Agreement**,” as amended by the First Amendment dated April 7, 2025, and the Second Amendment dated May 13, 2025, collectively the “**Cooperative Agreement**”), by and among the City and the CID. Capitalized terms not otherwise defined herein will have the meaning given to them in the Original Agreement.

RECITALS

WHEREAS, the Parties entered into the Original Agreement on October 21, 2020 setting forth the roles and responsibilities of the Parties, as contemplated in Ordinance No. 180778; and

WHEREAS, due to increased need for security and funding at the Linwood Shopping Center, the City Council passed Committee Substitute for Ordinance No. 240980, appropriating \$1,000,000.00 to be used for the Linwood Shopping Center Community Improvement District and the surrounding area and authorizing a First Amendment to the Cooperative Agreement; and

WHEREAS, the Parties entered into a First Amendment to the Cooperative Agreement, effective April 7, 2025; and

WHEREAS, City Council passed Ordinance No. 250400, which amended Committee Substitute for Ordinance No. 240980, redefining certain terms to be included in this Cooperative Agreement; and

WHEREAS, the Parties entered into a Second Amendment to the Cooperative Agreement, effective May 13, 2025 concerning the operation of the grocery store located within the District at 3110 Prospect Avenue, Kansas City, Missouri; and

WHEREAS, the Parties now seek to amend the Original Agreement to address budget deficits for the benefit of the District and the surrounding communities; and

WHEREAS, Section 9.2 allows for the Original Agreement to be amended or modified by a writing signed by the Parties; and

WHEREAS, the City is authorized to enter into this Third Amendment pursuant to Committee Substitute for Ordinance No. 260069; and

WHEREAS, the Parties now desire to modify and amend the Original Agreement, as amended in the manner hereinafter set forth below; and

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Cooperative Agreement as follows:

Section 1. Recitals. The foregoing recitals are true and accurate and are incorporated into this Third Amendment.

Section 2. Section 5.3 of the Original Agreement, as amended by the First and Second Amendments, is hereby deleted in its entirety and replaced with the following:

Section 5.3. Supplemental expense appropriation

In the event the District is unable to fund its approved budgeted expenses in any given City fiscal year, for any reason, the City agrees to pay to the District an amount not to exceed \$400,000.00 in any given City fiscal year to the extent the City has appropriated funds for these purposes and the City has collected Supplemental Rents from the Tenants of the Linwood Shopping Center equal to, or in excess of, this annual amount as of the time such payment is requested by the District, to allow the District to satisfy its unfunded budgetary expenses. At the time of the execution of this Agreement, the District and City acknowledge that the maximum expenditure by the City for any such unfunded approved budget expenses shall not exceed \$400,000.00. The District and City acknowledge that this cap amount may be amended from time to time by mutual agreement of the District and the City. The City also agrees that the District shall not be liable to the City for any payments made for said unfunded budgetary expenses.

Section 3. Section 9.1 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

Section 9.1 Effective Date and Term.

This Agreement shall become effective on the date of this Agreement has been fully executed by the Parties. This Agreement shall remain in effect until the first of the following events occurs: 1.) the District no longer legally exists, 2.) the City transfers its fee simple title to all its real property located within the District's boundaries to another person or entity or 3.) the time of 11:59 p.m. on April 30, 2027 has been reached. Upon the occurrence of the first of these events, this Agreement shall automatically become null and void.

Section 4. Successors and Assigns. This Third Amendment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns and personal representatives.

Section 5. Governing Law. The terms and conditions of this Third Amendment shall be governed by the applicable laws of the State of Missouri.

Section 6. Counterparts. This Third Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Section 7. Interpretation. Within this Third Amendment, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. The parties acknowledge that the parties and their counsel have reviewed and revised this Third Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Third Amendment or any exhibits or amendments hereto.

Section 8. Conflict Between Terms. In the event of a conflict between or among the terms, covenants, conditions or provisions of this Third Amendment, the First Amendment, or the Original Agreement, this Third Amendment shall control.

Section 9. Amendment. The terms and conditions hereof may not be modified, altered or otherwise amended except as provided in the Original Agreement.

Section 10. Severability. If any term or provision of this Third Amendment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Third Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Third Amendment shall be valid and shall be enforced to the fullest extent permitted by law.

Section 11. Effective Date. This Third Amendment shall be effective from and after the Third Amendment Effective Date.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Third Amendment to be effective as of the day and year first above written.

CITY OF KANSAS CITY, MISSOURI

By: _____
Mario Vasquez, City Manager

Approved as to form:

Abigail Judah

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

William Choi
Interim Director of Finance
City of Kansas City
Date: _____

**LINWOOD SHOPPING CENTER
COMMUNITY IMPROVEMENT DISTRICT:**

By: _____
Elbert Anderson
Vice Chairman

Approved as to form:

Christine Bushyhead
Attorney for Linwood Shopping Center
Community Improvement District