

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (“**Second Amendment**”), is made and entered into effective as of December __, 2023 (the “**Amendment Effective Date**”) by and among the CITY OF KANSAS CITY, MISSOURI (“**City**”), the TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY, MISSOURI (the “**Commission**”), and UA KC SOUTHPOINTE, LLC (“**Developer**”) (collectively, the “**Parties**”). This Second Amendment amends that certain Development Agreement, dated February 4, 2022 (the “**Original Agreement**,” as amended by the First Amendment effective July 31, 2023 and this Second Amendment, this “**Development Agreement**”), by and among the City, the Commission and the Developer. 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 concerning the real property located in an area that is generally bound by 59th Street on the north, 63rd Street on the south, Bruce R. Watkins Highway on the east, and Brooklyn Avenue, as more fully described on **Exhibit A** of the Original Agreement; and

WHEREAS, the Parties desire to amend the Original Agreement with respect to certain obligations and conditions related to the transfer of the Subdivisions; and

WHEREAS, Section 7.3 allows for the Original Agreement to be amended or modified by a writing signed by the Parties; and

WHEREAS, the Parties now desire to modify and amend the Original Agreement 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 Agreement as follows:

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

Section 2. Modifications to the Original Agreement. The Original Agreement is hereby modified as follows:

(a) Section 2.3 (c) of the Original Agreement are hereby deleted and the following is substituted in lieu thereof:

“(c) Notwithstanding any other provision of this Agreement or any other agreement to the contrary, construction of Subdivision 1 shall be completed within thirty (30) months of acquiring title to each Subdivision 1-A and 1-B. Construction of Subdivision 1-A shall commence within sixty (60) days of acquiring title to Subdivision 1-A. Construction of Subdivision 1-B shall commence within thirty (30) days of acquiring title

to Subdivision 1-B. Developer shall strictly adhere to the Redevelopment Schedules submitted to the City in compliance with Section 2.2(e)(3).”

Section 3. Successors and Assigns. This First 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 4. Governing Law. The terms and conditions of this First Amendment shall be governed by the applicable laws of the State of Missouri.

Section 5. Counterparts. This First 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 6. Interpretation. Within this First 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 First 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 First Amendment or any exhibits or amendments hereto.

Section 7. Conflict Between Terms. In the event of a conflict between or among the terms, covenants, conditions or provisions of this First Amendment or the Original Agreement, this First Amendment shall control.

Section 8. Amendment. The terms and conditions hereof may not be modified, altered or otherwise amended except as provided in the Original Agreement.

Section 9. Severability. If any term or provision of this First Amendment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this First 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 First Amendment shall be valid and shall be enforced to the fullest extent permitted by law.

Section 10. Effective Date. This First Amendment shall be effective from and after the First Amendment Effective Date.

[Remainder of page intentionally left blank. Signature pages to follow.]

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

CITY OF KANSAS CITY, MISSOURI

Brian Platt, City Manager

Approved as to form:

Abigail Judah, Assistant City Attorney

**TAX INCREMENT FINANCING
COMMISSION OF KANSAS CITY,
MISSOURI**

Alissia R. Canady, Chair

Approved as to form:

Wesley O. Fields, Counsel to the Commission

UAKC SOUTHPOINTE, LLC

By: _____

Name: _____

Title: _____

Approved as to form:

Herbert E. Hardwick, Counsel to UA KC Southpointe, LLC