

NOV 16 2017

**FIRST AMENDMENT TO
RESTATED LEASE
AND ACQUISITION AGREEMENT** **CITY MANAGER'S OFFICE**

This FIRST AMENDMENT TO RESTATED LEASE AND ACQUISITION AGREEMENT (this "First Amendment") is entered into this 13th day of NOVEMBER, 2017, by and between the City of Kansas City, Missouri (the "City" or "Landlord") and Block 66, LLC, a Missouri limited liability company (the "Tenant").

RECITALS

WHEREAS, the City and Swope Community Builders, a Missouri not-for-profit corporation, previously executed that certain Restated Lease and Acquisition Agreement (the "Agreement") dated April 28, 2017, as authorized pursuant to Ordinance No. 170218, for the purpose of providing for the assemblage, acquisition and redevelopment of specific parcels within the East Village; and

WHEREAS, Swope Community Builders simultaneously assigned the entirety of its rights, title and interest as lessee under the Agreement to Block 66, LLC, and the City consented to such assignment pursuant to that certain Assignment and Assumption of Restated Lease and Acquisition Agreement dated April 28, 2017; and

WHEREAS, the Agreement provided that certain real property identified as "Block 100" would be excluded from Block 66, LLC's leasehold estate until a date on or after May 1, 2021, as the City was considering a project that would have temporarily utilized Block 100 prior to such time; and

WHEREAS, the project is no longer under consideration and there is no longer any reason to delay the inclusion of Block 100 within the leasehold estate; and

WHEREAS, the inclusion of Block 100 within the leasehold estate will further assist in the consolidation of development rights with respect to land in the East Village and will increase the likelihood that it might be put to productive use sooner than might have otherwise been the case; and

WHEREAS, the City and Block 66, LLC now desire to amend the Agreement for the purposes recited herein; and

WHEREAS, the City Council has approved this First Amendment and authorized its execution pursuant to Ordinance No. 170769;

NOW, THEREFORE, in consideration of the foregoing and the respective terms and conditions contained herein and intending to be legally bound, the parties agree as follows:

- A. That **Exhibit A** as attached to and incorporated within the Agreement is hereby replaced in its entirety with the document attached hereto.
- B. That ARTICLE I, Section 2 (Grant of Lease) of the Agreement is hereby amended by repealing, in its entirety, Section 2.3, Future Expansion of Premises.
- C. That all other provisions of the Agreement and attachments thereto not otherwise expressly amended herein shall continue in full force and effect according to their terms.

[REMAINDER OF PAGE LEFT BLANK.
SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this First Amendment to Restated Lease and Acquisition Agreement to be executed as of the date first above written.

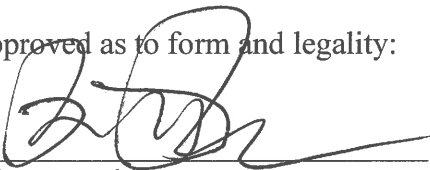
CITY OF KANSAS CITY, MISSOURI

By: Troy M. Schulte

Name: Troy M. Schulte

Title: City Manager

Approved as to form and legality:



Brian T. Rabineau
Assistant City Attorney

STATE OF Missouri)
) SS.
COUNTY OF JACKSON)

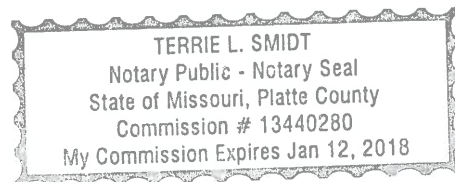
On this 9 day of November, 2017, before me, the undersigned, a Notary Public, appeared Troy S. Schulte, to me personally known, who, being by me duly sworn, did say that he is City Manager of the **CITY OF KANSAS CITY, MISSOURI**, a constitutional charter city, and that the seal affixed to the foregoing 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.

Terrie L. Smidt
Notary Public

My Commission Expires:

JAN 12, 2018



BLOCK 66, LLC, a Missouri limited liability company

By: [Signature]
Name: David Harrison
Title: Manager

STATE OF MISSOURI)
) SS.
COUNTY OF Jackson)

On this 6 day of NOV., 2017, before me, a Notary Public in and for said State, personally appeared David Harrison as Manager of **BLOCK 66, LLC**, a Missouri limited liability company, personally known by me to be the person who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated and as the free act and deed of said limited liability company.

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

[Signature: Cynthia Aitken]
Notary Public

My Commission Expires:
4-26-2019

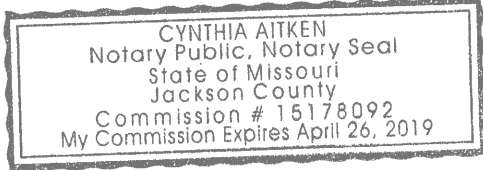


Exhibit A

Partial Block 49, East Village Planning Area, legally described as follows:

Lot C and the East 9 feet of Lot B, Resurvey of Lots 4, 5, 6, 7, 8 and 9, Block 2, M.M. EVANS 1st ADDITION, a subdivision in Kansas City, Jackson County, Missouri, together with the South ½ of the vacated alley lying North of and adjacent thereto.

Block 66, East Village Planning Area, legally described as follows:

Lots 97 thru 101, both inclusive, and the West ½ of the vacated alley lying East of and adjoining said premises, Block 22, CONTINUATION OF SMART'S ADDITION NO. 3, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof; and

Lots 7 thru 15, both inclusive, and the vacated South 5.25 feet of 9th Street, lying North of and adjoining said premises, Block 5, PEERY PLACE, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof; and

Lots 102 thru 104, both inclusive, and the West ½ of the vacated alley lying East of and adjoining said premises, Block 22, CONTINUATION OF SMART'S ADDITION NO. 3, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof; and

Lots 1 thru 6, both inclusive, Block 5, PEERY PLACE, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Partial Block 82, East Village Planning Area, legally described as follows:

The South 24 feet of Lot 46 and all of Lots 47 and 48, Block 17, SMART'S ADDITION NO. 3, sometimes known and designated as SMART'S 3RD or as SMART'S THIRD ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Block 100, East Village Planning Area, legally described as follows:

All of Block 24, CONTINUATION OF SMART'S ADDITION NO. 3 and all of Block 13, PEERY PLACE, both subdivision in Kansas City, Jackson County, Missouri, together with the vacated North-South alley East of and adjoining said Block 24 and West of and adjoining said Block 13, and the vacated East-West alley South of and adjoining Lot 70, Block 24, except that part now in 12th Street.