Document Title:	First Amendment to Sale/Leaseback and Redevelopment Contract
Document Date:	November 19, 2026
Grantor:	Land Clearance for Redevelopment Authority of Kansas City, Missouri
Grantee:	Flint Muehlebach LLC
Grantee's Address:	3515 West 75th Street, Suite 103, Prairie Village, KS 66208
Legal Description:	See Exhibit A
Document Reference:	2026E0050947

FIRST AMENDMENT TO
SALE/LEASEBACK AND REDEVELOPMENT CONTRACT

THIS FIRST AMENDMENT TO SALE/LEASEBACK AND REDEVELOPMENT CONTRACT (this "**Amendment**") is entered into as of November 19, 2026 (the "**Effective Date**"), by and between LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, a public body corporate and politic organized under the laws of Missouri and the ordinances of the City of Kansas City, Missouri (the "**Authority**"), and FLINT MUEHLEBACH LLC, a Delaware limited liability company (the "**Redeveloper**"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Contract (as defined below).

RECITALS

A. The Authority and Redeveloper entered into that certain Sale/Leaseback and Redevelopment Contract dated as of June 1, 2026 and recorded as Instrument No. 2026E0050947 (the "**Contract**").

B. The City Council terminated the minority business enterprise and women's business enterprise ("**MBE/WBE**") program by Ordinance No. 260690, As Amended, dated August 13, 2026, and established a small business enterprise ("**SBE**") program by Committee Substitute for Ordinance No. 260692, As Amended, dated August 13, 2026.

C. Construction bidding for the Project occurred before the SBE program was established and the Redeveloper is therefore not required to comply with the SBE program under the Contract.

D. The Authority and Redeveloper desire to amend the Contract as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants and agreements set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Affirmative Action Policy; MBE/WBE Requirements.

(a) The definition of "Affirmative Action Policy" in Section 1.01 of the Contract is hereby deleted in its entirety and replaced with the following:

"Affirmative Action Policy" means the policy or policies of the Authority pertaining to construction workforce employment on a company-wide basis of minorities and women under construction contracts between the Redeveloper and construction contractors in connection with the Project, as such policy or policies may be amended from time to time.

(b) Article XIV of the Contract is hereby deleted in its entirety and replaced with the following:

ARTICLE XIV
CONSTRUCTION WORKFORCE EMPLOYMENT

The Redeveloper shall comply with the provisions of the Affirmative Action Policy of the Authority, as amended from time to time, which policy requires that the Redeveloper make a good faith effort to meet the goals established in accordance with the City Code of General Ordinances Chapter 3, Article IV, Divisions 1-3, Sections 3-501 through 3-600, and any related rules and regulations, as may be amended, of the City promulgated pursuant to Ordinance No. 130275 adopted by the City Council on April 11, 2013, and Ordinance No. 210645, adopted by the City Council on August 12, 2021, only as to construction workforce employment on a company-wide basis of minorities and women under construction contracts between the Redeveloper and construction contractors in connection with the Project. The Redeveloper further acknowledges that the Redeveloper understands the Affirmative Action Policy's requirements and that the Authority, in the Authority's sole discretion, may pursue any remedy or remedies available under the Affirmative Action Policy and/or this Contract. A remedy or remedies may also be enforced by the City's Civil Rights and Equal Opportunity Department (CREO). In the event that the Authority incurs any costs or expenses, including attorney's fees, in connection with any action or claim filed by the Redeveloper or a contractor or consultant hired by the Redeveloper for the Project appealing or challenging any determination for failure to comply with the Affirmative Action Policy, the Redeveloper shall indemnify and hold the Authority harmless from any such costs or expenses incurred by the Authority without qualification, restriction or limitation. The indemnification obligation of the Redeveloper under this Article XIV applies whether or not the Authority is a named party in any such action or claim and shall survive the termination of this Contract. Notwithstanding anything to the contrary in this Article XIV, the Redeveloper covenants not to sue or bring any claim against the Authority related to the Affirmative Action Policy, it being understood that the Affirmative Action Policy incorporates the City ordinances referenced in this Article XIV, as such ordinances may be amended from time to time. The Redeveloper shall comply with the City Code of General Ordinances Chapter 3, Article IV, Division 3, Sections 3-501 through 3-600, as may be amended, and any related rules and regulations promulgated by the City, in each case to the extent applicable to the Project, whether or not the Authority has formally amended its Affirmative Action policy to incorporate any such amended ordinances, rules or regulations.

(c) Any MBE/WBE participation goals established under any contractor utilization plan (CUP) for the Project are of no further force or effect under the Contract. No SBE participation goals apply to the Project under the Contract.

2. No Other Amendments. Except as expressly modified by this Amendment, the Contract remains unmodified and in full force and effect. To the extent of any inconsistency between this Amendment and the Contract, this Amendment shall control.

3. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

FLINT MUEHLEBACH LLC,
a Delaware limited liability company

By: Flint Muehlebach Manager LLC,
a Kansas limited liability company
Its: Manager

By: _____
Name: Hunter Harris
Title: Authorized Representative

State of Kansas)
) ss.
County of Johnson)

On this ___ day of November, 2026 before me appeared Hunter Harris, to me personally known, who, being by me duly sworn/affirmed did say that he is the Authorized Representative of Flint Muehlebach Manager LLC, a Kansas limited liability company, the Manager of Flint Muehlebach LLC, a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its Members, and that he acknowledged said instrument to be the free act and deed of said limited liability company.

_____
Notary Public

_____
(Printed Name)

My Commission Expires:

_____

LAND CLEARANCE FOR REDEVELOPMENT

AUTHORITY OF KANSAS CITY, MISSOURI

By: _____
Daniel Moye, Executive Director

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of November, 2026, before me appeared Daniel Moye, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of Land Clearance for Redevelopment Authority of Kansas City, Missouri, a public body corporate and politic, and that the seal affixed to the foregoing instrument is the seal of said entity and that said instrument was signed on behalf of said Authority by the authority of its Board of Commissioners, and he acknowledged said instrument to be the free act and deed of said Authority.

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

_____
Notary Public

_____
(Printed Name)

My Commission Expires:

_____

EXHIBIT A

PROPERTY

1212 Baltimore (Tax Parcel ID 29-230-05-14-00-0-01-002)

TRACT 1:

UNIT 2 OF FINAL CONDOMINIUM PLAT MUEHLEBACH CONDOMINIUM, A CONDOMINIUM SUBDIVISION IN SECTION 5-T49N-R33W, KANSAS CITY, JACKSON COUNTY, MISSOURI, RECORDED IN SAID COUNTY RECORDS ON OCTOBER 28, 2021 AS INSTRUMENT NUMBER 2021E0118726 AND ESTABLISHED BY THE DECLARATION OF CONDOMINIUM FOR MUEHLEBACH CONDOMINIUM RECORDED IN SAID COUNTY RECORDS ON OCTOBER 28, 2021 AS INSTRUMENT NUMBER 2021E0118727, INCLUDING AN UNDIVIDED INTEREST IN COMMON ELEMENTS APPERTAINING TO EACH UNIT AS SET OUT IN SAID DECLARATION.

TRACT 1A:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF TRACT 1 AS CONTAINED IN DECLARATION OF CONDOMINIUM FOR MUEHLEBACH CONDOMINIUM RECORDED IN SAID COUNTY RECORDS ON OCTOBER 28, 2021 AS INSTRUMENT NUMBER 2021E0118727.