

THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT (this “*First Amendment*”) is made and entered into as of this ____ day of _____, 2026, by and among the **CITY OF COLUMBIA, MISSOURI**, an incorporated political subdivision of the State of Missouri (the “*City*”), **BROADWAY LODGING LLC** (formerly Broadway Lodging Two, LLC), a Missouri limited liability company (the “*Developer*”), and **COLUMBIA TIF CORPORATION TWO**, a Missouri corporation (the “*TIF Recipient*”). *Unless otherwise defined herein, any capitalized term in this First Amendment shall have the meaning ascribed to such term in the Original Agreement (as defined below).*

RECITALS

1. The City, the Developer and the TIF Recipient are parties to a Redevelopment Agreement dated as of June 4, 2018, as amended by the First Amendment to Redevelopment Agreement dated as of February 19, 2020 and the Second Amendment to Redevelopment Agreement dated as of June 22, 2021 (collectively, the “*Prior Agreement*”).

2. The parties desire to amend the Prior Agreement as provided herein.

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. The definition of “Maximum Reimbursement Amount” in the Original Agreement is amended by deleting the existing text and inserting the following in lieu thereof:

“*Maximum Reimbursement Amount*” means the lump sum of \$2,064,949 plus (1) Issuance Costs and (2) interest on the actual Project Costs (at the Taxable Rate, as defined in **Section 5.1.1**) from the last day of each semi-annual period after the Developer’s payment of such Project Costs, including any interest that may accrue during any lesser period following any such semi-annual period to the date of closing on the TIF Notes, as shown on Certificates of Reimbursable Redevelopment Project Costs approved by the City pursuant to **Section 4.2.2**.

2. The Developer will promptly pay or reimburse the City for its legal fees relating to this Third Amendment and agrees that such costs will not constitute Reimbursable Redevelopment Project Costs under the Prior Agreement.

3. This Third Amendment shall be construed and enforced in accordance with the laws of the State of Missouri and shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

4. This Third Amendment may be executed in multiple counterparts.

5. Except as expressly modified hereby, all other terms and conditions of the Original Agreement shall remain unaltered and in full force and effect.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the City, the Developer and the TIF Recipient have caused this Third Amendment to be executed in their respective names and the City has caused its seal to be affixed thereto and attested as to the date first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewood, City Manager

[SEAL]

ATTEST:

Sheela Amin, City Clerk

Approved as to form:

Nancy Thompson, City Counselor

BROADWAY LODGING LLC

By: _____
Name: David Parmley
Title: Manager

COLUMBIA TIF CORPORATION TWO

By: _____
Name: David Parmley
Title: President