## THIRD PARTY CONSENT TO ASSIGNMENT

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Capitalized terms used herein have the meaning given to them on the signature page attached hereto.

The undersigned consents to Borrower's assignment of the Contract to Lender as security for the Indebtedness. Upon receipt of notice from Lender, or its successors or assigns, that Borrower has defaulted on its obligations to Lender, the undersigned will perform all of its obligations, covenants, conditions and agreements under the Contract for the benefit of Lender and its successors and assigns, so long as Lender performs the duties and obligations of Borrower under the Contract. Any liability of Lender with respect to the obligations under the Contract shall be limited to Lender's interest in the Project.

The undersigned represents to Lender that (i) the Contract is in full force and effect and has not been modified or amended, and (ii) the undersigned has not sent or received any notice of default or any notice for the purpose of terminating the Contract, nor is there any known existing circumstance or event which, but for the lapse of time or otherwise, would constitute a default by the undersigned or Borrower under the Contract.

All notices, requests, demands, consents, confirmations or other communications hereunder shall be in writing and delivered (a) in person, by messenger or overnight courier at the addresses set forth on the signature page attached hereto; or (b) by registered or certified mail, return receipt requested and postage prepaid. Such notices and communications shall be deemed delivered upon receipt (or refusal to accept delivery).

The undersigned also agrees that in the event of a breach by Borrower of any of the terms and conditions of the Contract, the undersigned will give Lender written notice of such breach and the opportunity to remedy or cure such breach within forty-five (45) days thereafter, except that the undersigned agrees that no default shall be deemed to have occurred if curing such default cannot reasonably by its nature be accomplished in such forty-five (45) day period, so long as Lender shall have commenced curing the same within such forty-five (45) day period and thereafter shall diligently and continuously prosecute the same to completion.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the undersigned has caused this Third-Party Consent to Assignment to be duly executed as of the day and year first above written.



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

By: Steve Hamilton
Title: Chairman

Land Clearance for Redevelopment Authority of Kansas

City, Missouri

1100 Walnut, Suite 1700 Kansas City, Missouri 1700 Attention: Executive Director

## **Defined terms:**

**Borrower**: Exact Acme, LLC, a Missouri limited liability company

Lender: CommunityAmerica Credit Union

PO Box 15127

Lenexa, Kansas 66285

Attention: Commercial Services Dept. Email: commercialservices@cacu.com

Indebtedness: Certain loans from Lender to Borrower to finance the Project, and any and all other

indebtedness of Borrower to Lender

Contract: Redevelopment Contract, by and between Borrower and the Land Clearance for

Redevelopment Authority of Kansas City, Missouri, dated October 25, 2017, as may be

subsequently amended from time to time

Property: 3200 Gillham Road, Kansas City, Missouri 64109

**Project**: Historic rehabilitation of the Property

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STATE OF MISSOURI	)
	) ss.
COUNTY OF JACKSON	)

On this 12<sup>th</sup> day of June, 2018, before me appeared Steve Hamilton, to me personally known, who, being by me duly sworn, did say that he is the Chairman 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:

SUSAN TUMEY
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires July 24, 2018
Commission # 14540922