

EXHIBIT 7A
LCRA 1/23/19

Title of Document: Release of Contract to Sell and Purchase

Date of Document: January 23, 2019

Grantor: Land Clearance for Redevelopment Authority of Kansas City, Missouri
1100 Walnut, Suite 1700, Kansas City, Missouri 64106

Grantee: FDA Building, LLC, PO Box 4190, Overland Park, Kansas 66214

Document Number: B-374848, Book B-5395, Page 270

Legal Description: See Exhibit A, Page 6

RELEASE OF CONTRACT TO SELL AND PURCHASE

THIS RELEASE OF CONTRACT TO SELL AND PURCHASE (this "Release") is made as of January 23, 2019, between the LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, a public body corporate and politic organized and operating under the laws of the State of Missouri and the ordinances of the City of Kansas City, Missouri ("LCRA"), and FDA BUILDING, LLC, a Missouri limited liability company ("FDA").

RECITALS

A. On April 4, 1961, the LCRA and Mark Stuart Company, Inc., a Missouri corporation, entered into the Contract to Sell and Purchase ("Contract") recorded as Document No. B-374848, in Book B-5395, at Page 270, regarding the acquisition and redevelopment of property within the Eastside Urban Renewal Area as legally described on the attached Exhibit A ("Property");

B. FDA is the current owner of the Property and the successor in interest to the Contract. FDA is current in the payment of property taxes for the Property and is not seeking any incentives or services from the LCRA; and

C. Having determined that the original purposes for the Contract have been fulfilled, the LCRA and FDA desire to terminate the Contract and fully release the Property from restrictions contained in the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals above, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party, the parties agree as follows, intending to be legally bound.

1. Termination and Release of the Contract. The Contract is terminated and the LCRA hereby remises and releases the Property from the encumbrance and effect of the Contract. The Property is hereby released from the Contract and any and all rights, titles or interests created thereunder, and from and after the date hereof the Contract shall not bind or affect in any way the Property or any part thereof.

2. Eligible Project Area. Nothing herein shall be deemed to be, or operate as, a termination of the Eastside Urban Renewal Plan currently in place with respect to any of the Property, and each portion of the Property shall, to the extent currently a part of an urban renewal area, remain as a part of such urban renewal area.

3. Release of LCRA. FDA releases the LCRA from any costs, damages, or liability resulting from the performance or non-performance of obligations of the parties under the Contract.

4. General. This Release (a) shall be governed by and construed in accordance with the laws of the State of Missouri; (b) may be executed in multiple counterparts, each of which shall constitute an original; (c) shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns; and (d) may not be modified, amended or altered except by in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Release effective as of the day and year first above written.

LAND CLEARANCE REDEVELOPMENT AUTHORITY
OF THE CITY OF KANSAS CITY, MISSOURI

By: _____
Steven D. Hamilton, Chairman

ATTEST:

Greg Flisram, Secretary

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this _____ day of January, 2019, Steven D. Hamilton personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he, on behalf of the Land Clearance for Redevelopment Authority of Kansas City, Missouri, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

Notary Public

My commission expires

FDA BUILDING, LLC

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this _____ day of January, 2019, _____ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he is the _____ of FDA Building, LLC, a Missouri limited liability company, and that s/he executed the same on behalf of said limited liability company freely and voluntarily and for the uses and purposes therein mentioned.

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

Notary Public

My commission expires

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 41, 42, 43 and 44 and the North one half of Lot 45, Block 17, SMART'S ADDITION NO. 3, a subdivision of land in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.