

EXHIBIT 5A
LCRA 2/27/19

Title of Document: Assignment, Assumption and Amendment of
Redevelopment Contract

Date of Document: February ___, 2019

Grantor(s): Land Clearance for Redevelopment Authority
of Kansas City, Missouri
1100 Walnut Street, Suite 1700
Kansas City, Missouri 64106
Attention: Executive Director

Grantee(s): UC-B Brookside, LLC (Assignor)
2949 McGee Trafficway
Kansas City, Missouri 64108
Attention: Lance Carlton

Lane4 Property Group, Inc. (Assignee)
4705 Central Street
Kansas City, Missouri 64112
Attention: _____

Legal Description: See Exhibit A

Reference Book and Page(s): 2015E0085008

ASSIGNMENT, ASSUMPTION AND AMENDMENT OF AMENDED AND RESTATED REDEVELOPMENT CONTRACT

This Assignment, Assumption and Amendment of Redevelopment Contract (the “Assignment”) is made as of February __, 2019 (“**Effective Date**”), among UC-B BROOKSIDE, LLC, a Missouri limited liability company (“**Assignor**”), LANE4 PROPERTY GROUP, INC., a Missouri corporation (“**Assignee**”), and 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 (“**Authority**”).

RECITALS

Assignor, Assignee and Authority acknowledge the following:

A. Assignor and Authority are parties to that certain Redevelopment Contract dated September 10, 2015, and recorded September 21, 2015, as Instrument No. 2015E0085008 (the “**Redevelopment Contract**”), pursuant to which Authority issued a Certificate of Qualification for Tax Abatement to facilitate Assignor’s construction of an approximately 23-unit apartment building and related improvements located at 660 E. 63rd Street, as such property (the “**Property**”) is legally described on the attached Exhibit A for the public purpose of eliminating blighting conditions found to exist within the 63rd & Holmes Urban Renewal Area (the “**Project**”).

B. Authority issued its Certificate of Qualification for Tax Abatement dated December 21, 2016 (“Tax Abatement Certificate”) for the Project effective January 1, 2016 through December 31, 2025.

C. Assignor and Assignee have entered into a purchase agreement pursuant to which Assignee intends to acquire the Project.

D. Assignor desires to assign all if its rights, title and interests in the Redevelopment Contract to Assignee and Assignee desires to assume all of Assignor’s rights, obligations, title and interests in the Redevelopment Contract from Assignor and to assume and perform observe, discharge, and otherwise comply with each and every one of the agreements, duties, obligations, covenants and undertakings to be kept and performed under the Redevelopment Contract.

E. Authority desires to consent to the assignment and assumption of the Project redevelopment rights under the Redevelopment Contract as stated herein.

AGREEMENTS

In consideration of the Recitals and the mutual agreements which follow, Assignor, Assignee and Authority agree as follows:

1. **Assignment and Assumption.** Assignor has granted, sold, assigned, transferred, conveyed, and delivered the Property to Assignee (or contemporaneously upon the recording of this Assignment Assignor will grant, sell, assign, transfer, convey, and deliver the Property to Assignee) and Assignor does by these presents grant, sell, assign, transfer, convey and deliver unto Assignee, all of Assignor's rights, titles, and interests in the Redevelopment Contract, including, without limitation, all rights, title and interest in and to the remaining tax abatement through and including the 2025 tax year pursuant to the Tax Abatement Certificate. Assignee accepts the aforesaid assignment and Assignee assumes and agrees to be bound by and timely perform, observe, discharge, and otherwise comply with each and every one of the agreements, duties, obligations, covenants and undertakings to be kept and performed as "Redeveloper" under the Redevelopment Contract (collectively, the "**Obligations**") on and after the date hereof; provided that Assignor shall retain responsibility for all Obligations to be kept and performed prior to the date hereof. Assignee further represents to Authority that Assignee has the necessary experience and financial resources to manage and operate the Project in accordance with the 63rd & Holmes Urban Renewal Plan and the Redevelopment Contract.

2. **Consent.** Authority hereby consents to the assignment of Assignor's rights, titles, and interests in the Redevelopment Contract to Assignee, including, without limitation, the tax abatement thereunder, which continues through and including the 2025 tax year pursuant to the Tax Abatement Certificate, and to Assignee's acceptance of such assignment as provided herein.

3. **Amendment of Assignment.** Neither this Assignment nor any term, provision, or condition hereof may be changed, amended or modified, and no obligation, duty or liability or any party hereby may be released, discharged or waived, except in a writing signed by all parties hereto.

4. **Further Assurances.** Assignor and Assignee each shall, at its own cost and expense, execute and deliver such further documents and instruments, and take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purpose of this Assignment. This Assignment shall be recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, as part of the closing transaction between Assignor and Assignee.

5. **Binding Effect.** This Assignment shall bind and inure to the benefit of the parties and their respective successors, legal representatives and assigns.

6. **Amendment of Redevelopment Contract.** Section 15.08 of the Redevelopment Contract is amended by deleting the names and addresses for the Authority's counsel, the Redeveloper and the Redeveloper's counsel and replacing them with:

With a copy to: Rouse Frets White Goss Gentile Rhodes, P.C.
Attention: Brian E. Engel
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111

To Redeveloper: Lane4 Property Group, Inc.
Attention: _____
4705 Central Street
Kansas City, Missouri 64112

With a copy to: Levy & Craig Law Firm, a Professional Corporation
Attention: Rebecca W. Wymore
1301 Oak Street
Kansas City, Missouri 64106

7. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of Missouri.

8. **Severability.** If any term or provision of this Assignment is, to any extent, held to be invalid or unenforceable, the remainder of this Assignment shall not be affected, and each term or provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

9. **Counterparts.** This Assignment shall may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. A facsimile copy (by scanned PDF via e-mail transmission) of the signatures of the persons executing this Assignment shall on behalf of the parties hereto, respectively, shall be effective as an original signature and legally binding and effective as an executed counterpart hereof, and the parties to this Agreement waive any rights they may have to object to such treatment.

10. **Prevailing Party.** If legal action is commenced by Assignor against Assignee or by Assignee against Assignor in connection with or arising out of the negotiation, execution, administration, modification, extension, substitution, inducement, enforcement, default or termination, or breach of any provision of this Assignment or relating in any way the Project, the court as part of its judgment shall award reasonable attorneys' fees and costs to the prevailing party. If Authority is named as a party in any such action, Assignor or Assignee, whichever is the non-prevailing party, shall pay Authority's reasonable attorney's fees.

11. **Full Force.** Except as amended herein, the Redevelopment Contract shall remain in full force and effect and shall bind and inure to the benefit of the parties to the Redevelopment Contract and their respective successors, legal representatives and assigns.

[Signature pages begin on next page.]

**[SIGNATURE PAGE 1 OF 3 TO ASSIGNMENT, ASSUMPTION AND AMENDMENT
OF REDEVELOPMENT CONTRACT]**

IN WITNESS WHEREOF, Assignor, Assignee and Authority have executed this Assignment effective as of the Effective Date.

ASSIGNOR:

UC-B BROOKSIDE, LLC, a Missouri limited liability company

By: _____
Name: _____
Title: _____

State of Missouri)
): SS
County of Jackson)

This instrument was acknowledged before me on the _____ day of February, 2019, Lance Carlton, Member of UC-B Brookside, LLC, a Missouri limited liability company, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of said entity and acknowledged said instrument to be the free act and deed of said entity.

[Seal]

Notary Public, State of Missouri
My commission expires on _____

**[SIGNATURE PAGE 2 OF 3 TO ASSIGNMENT, ASSUMPTION AND AMENDMENT
OF REDEVELOPMENT CONTRACT]**

IN WITNESS WHEREOF, Assignor, Assignee and Authority have executed this Assignment effective as of the Effective Date.

ASSIGNEE:

LANE4 PROPERTY GROUP, INC., a Missouri corporation

By: _____
Name: _____
Title: _____

State of Missouri)
): SS
County of Jackson)

The foregoing instrument was acknowledged before me this ____ day of February, 2019, by _____, _____ of Lane4 Property Group, Inc., a Missouri corporation, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of said entity and acknowledged said instrument to be the free act and deed of said entity.

[Seal]

Notary Public, State of Missouri
My commission expires on _____

**[SIGNATURE PAGE 3 OF 3 TO ASSIGNMENT, ASSUMPTION AND AMENDMENT
OF REDEVELOPMENT CONTRACT]**

IN WITNESS WHEREOF, Assignor, Assignee and Authority have executed this Assignment effective as of the Effective Date.

AUTHORITY:

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: _____
Steven D. Hamilton, Chairman

ATTEST:

Greg Flisram, Secretary

State of Missouri)
): SS
County of Jackson)

The foregoing instrument was acknowledged before me this ____ day of February, 2019, by Steven D. Hamilton as Chairman of 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, on behalf of the corporation, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of said entity and acknowledged said instrument to be the free act and deed of said entity.

[Seal]

Notary Public, State of Missouri
My commission expires on _____

EXHIBIT A

Legal description of the Property

Lots 1, 2, and 3, Block 2, ASTOR PLACE, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.