

EXHIBIT 8A
LCRA 6/19/19

Title of Document: Amendment to Assignment, Assumption and Amendment of Ground Lease and Redevelopment Contract

Date of Document: June 19, 2019

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

Grantee(s): Linwood Shopping Center Redevelopment Company, LLC
2420 E. Linwood Blvd.
Kansas City, Missouri 64109

Legal Description: See Exhibit A, document page 6

Reference Book and Page(s): Document No. 1992K1014675
Document No. 1992K1014676
Document No. 2017E0014976
Document No. 2019E0008487

AMENDMENT TO ASSIGNMENT, ASSUMPTION AND AMENDMENT OF GROUND LEASE AND REDEVELOPMENT CONTRACT

This Amendment to Assignment, Assumption and Amendment of Ground Lease and Redevelopment Contract (the “Amendment”) is made as of June 19, 2019 (the “Effective Date”) between LINWOOD SHOPPING CENTER REDEVELOPMENT COMPANY, LLC, a Missouri limited liability company, having its principal office at 2420 E. Linwood Blvd., Kansas City, Missouri 64109 (“Redeveloper”), 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, having its office at 1100 Walnut Street, Suite 1700, Kansas City, Missouri 64106 (“Authority”).

RECITALS

Redeveloper and Authority acknowledge the following:

A. Redeveloper and Authority are parties to the Assignment, Assumption and Amendment of Ground Lease and Redevelopment Contract dated January 31, 2017 and recorded as Document No. 2017E0014976 (“Assignment”), pursuant to which Redeveloper assumed the rights and obligations as Redeveloper under the (i) Ground Lease dated February 14, 1992 and recorded as Document No. 1992K1014675 (the “Ground Lease”), and (ii) Redevelopment Contract dated February 14, 1992 and recorded as Document No. 1992K1014676 (the “Redevelopment Contract”), as the Ground Lease and Redevelopment were amended by the Assignment, to facilitate Redeveloper’s improvements to the shopping center known as the Linwood Square Shopping Center generally located on the east side of Prospect Avenue between E. 30th Street on the north and E. Linwood Boulevard on the south (“2017 Project”).

B. The Redevelopment Contract was amended by the Amendment to Assignment, Assumption and Amendment of Ground Lease and Redevelopment Contract dated January 23, 2019 and recorded as Document No. 2019E0008487.

C. The 2017 Project is located on land owned by Authority, which land is legally described on the attached Exhibit A (the “Premises”). Pursuant to the Ground Lease, Authority leases the Premises (land only) to Redeveloper and Redeveloper owns title to the Project Improvements.

D. Redeveloper and Authority desire to further amend the Redevelopment Contract by revising the development schedule for the 2017 Project as set forth below.

AGREEMENTS

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

1. **Authority.** Redeveloper and Authority each hereby represents to each other and to Authority that it has the full power, right and authority to enter into and perform its obligations under this Amendment.

2. **Amendment – Development Schedule and Construction of 2017 Project.** The Redevelopment Contract is amended by deleting Section 24 in its entirety and replacing it with the following new Section 24:

Section 24. Development Schedule and Construction of 2017 Project.

(a) On or before March 2, 2017, Redeveloper shall provide a written redevelopment plan to the Authority and to the Authority's satisfaction demonstrating the Redeveloper's plan and financial commitments to construct the 2017 Project. Redeveloper's redevelopment plan shall include a description of the scope of work Redeveloper intends to undertake to upgrade and improve the Project Improvements and the estimated sources of funding and costs for such scope of work.

(b) On or before August 31, 2019, Redeveloper shall provide to the Authority and to the Authority's satisfaction written evidence of the Redeveloper's financial commitments to construct the 2017 Project in accordance with the Redevelopment Plan, the Redevelopment Contract and the Ground Lease.

(c) Redeveloper shall commence construction of the 2017 Project no later than December 31, 2019 and the Redeveloper shall complete construction of the 2017 Project no later than December 31, 2020 (the "Completion Date"). The limitation of time for commencement and completion may be extended by written agreement between the parties.

(d) As required by the Ground Lease, Redeveloper shall increase and maintain the occupancy rate to at least seventy percent (70%) as required by the Ground Lease no later than March 31, 2021.

(e) On the Completion Date, the Redeveloper shall send a written request to the Authority for a Completion Certificate as provided in Section 5 of the Redevelopment Contract.

(f) The Redeveloper and its permitted successors and assigns shall, at all times during the term of the Redevelopment Contract and the Ground Lease, maintain the Property and the Project Improvements, including the 2017 Project improvements, in accordance with the Redevelopment Contract and the Ground Lease.

(g) The Redeveloper shall advance funds and pay to the Authority all fees owed to the Authority and all expenses and costs incurred by the Authority in performance of its obligations under the Redevelopment Contract and the Ground Lease, all in the manner prescribed in the Funding Agreement.

3. **Further Assurances.** Redeveloper 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 Amendment. This Amendment shall be recorded in the Office of the Recorder of Deeds for Jackson County, Missouri.

4. **Binding Effect.** This Amendment is binding on and inures to the benefit of the parties hereto and their respective successors and assigns.

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

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

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

8. **Defined Terms.** Unless otherwise defined in this Amendment, all capitalized terms shall have the meaning given to them in the Assignment.

[Signature pages begin on next page.]

[SIGNATURE PAGE 1 OF 2 AMENDMENT TO ASSIGNMENT, ASSUMPTION AND AMENDMENT OF GROUND LEASE AND REDEVELOPMENT CONTRACT]

IN WITNESS WHEREOF, Redeveloper and Authority have executed this Amendment effective as of the Effective Date.

REDEVELOPER:

LINWOOD SHOPPING CENTER INITIATIVE,
LLC, a Missouri limited liability company

By: _____
Donald Maxwell, Manager

State of Missouri)
) : SS
County of Jackson)

The foregoing instrument was acknowledged before me this _____ day of June, 2019, by Donald Maxwell, Manager of Linwood Shopping Center Redevelopment Company, 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 limited liability company as authorized by its members and acknowledged said instrument to be the free act and deed of said limited liability company.

[Seal]

Notary Public, State of Missouri
My commission expires on _____

[SIGNATURE PAGE 2 OF 2 AMENDMENT TO ASSIGNMENT, ASSUMPTION AND AMENDMENT OF GROUND LEASE AND REDEVELOPMENT CONTRACT]

IN WITNESS WHEREOF, Redeveloper and Authority have executed this Amendment 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 June, 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 said entity, 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 Premises

Tract 1:

Lot 1, CDC-KC Linwood Square 1st Plat, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Tract 2:

Lot 1, CDC-KC Linwood Square 2nd Plat, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.