

EXHIBIT 4A  
LCRA 7/24/19

***Title of Document:*** Amendment to Ground Lease and Estoppel Agreement

***Date of Document:*** July \_\_\_, 2019

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

Linwood Shopping Center Redevelopment Company, LLC  
2420 E. Linwood Blvd.  
Kansas City, Missouri 64109

***Grantee(s)*** UMB Bank, N.A.  
1010 Grand Boulevard  
Kansas City, Missouri 64106

***Legal Description:*** See Exhibit A, document page 14

***Reference Book and Page(s):*** Document No. 1992K1014675  
Document No. 2017E0014976

## AMENDMENT TO GROUND LEASE AND ESTOPPEL AGREEMENT

THIS AMENDMENT TO GROUND LEASE AND ESTOPPEL AGREEMENT (this “**Agreement**”), dated as of [\_\_\_\_\_], 2019, is entered into by and among, **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**”), having an address at 300 Wyandotte, Suite 400, Kansas City, Missouri 64105, **LINWOOD SHOPPING CENTER REDEVELOPMENT COMPANY, LLC**, a Missouri limited liability company (“**Redeveloper**”), with an address at 4700 Belleview Avenue, Suite 404, Kansas City, Missouri 64112 and **UMB BANK, N.A.**, a national banking association, its successors and assigns (“**Bank**”), having an address at 1010 Grand Boulevard, Kansas City, Missouri 64106.

### RECITALS

A. Pursuant to that certain Ground Lease between Authority and Community Development Corporation of Kansas City dated February 14, 1992 and recorded in the Jackson County, Missouri real estate records as Instrument No. 1992K1014675, as assumed by Borrower pursuant to that certain Assignment, Assumption and Amendment of Ground Lease and Redevelopment Contract dated January 31, 2017 and recorded in the Jackson County, Missouri real estate records as Instrument No. 2017E0014976 (collectively, as amended, the “**Lease**”), Authority leased to Redeveloper certain real property described on Exhibit A attached hereto (together with all rights of way, easements and appurtenances relating thereto, the “**Property**”).

B. Bank intends to extend a loan (the “**Loan**”) to Redeveloper to be evidenced by a Real Estate Promissory Note dated as of the date hereof in the principal sum of \$[2,500,000] and by a TIF Promissory Note dated as of the date hereof in the principal sum of \$[1,500,000] (individually and collectively, the “**Note**”), and secured by, inter alia, that certain first lien Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing granted by Redeveloper in favor of Bank (the “**Security Instrument**”) encumbering the Lease and Redeveloper’s leasehold estate in the Property, all improvements thereon, and certain other property owned by Redeveloper (collectively the “**Mortgaged Property**”). The Note, the Security Instrument and all other documents executed in connection with the Loan are collectively referred to herein as the “**Loan Documents**”. Any terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.

NOW, THEREFORE, to induce Bank to make the Loan to Redeveloper and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Authority’s Representations and Warranties. Authority represents and warrants to Bank and Redeveloper the following:
  - (a) Lease. A true, correct and complete copy of the Lease is attached hereto as Exhibit B, and the Lease has not been amended except as expressly set forth in Exhibit B. The Lease is in full force and effect and constitutes the entire

agreement between Authority and Redeveloper with respect to the Property and the Lease. Redeveloper has accepted and is occupying the entire premises demised under the Lease, and all improvements to the Property required under the Lease to have been performed by Redeveloper have been completed. The Lease constitutes the legal, valid and-binding obligation of Authority, enforceable against Authority in accordance with its terms.

- (b) Fee Ownership. Authority is the record owner of the fee interest in the Property, subject to the Lease.
- (c) Rent. The base rent payable under the Lease currently is \$12.00 per annum, which base rent is paid in equal monthly installments in advance on the first day of each month, and such rent has been paid through the month of July, 2019. No percentage rent is payable under the Lease.
- (d) Term. The current term of the Lease commenced on December 17, 1992, and expires on December 16, 2091, which date is ninety-nine (99) years after the commencement date. Redeveloper has no option or other right to extend the term of the Lease. Redeveloper has a purchase option with respect to the Property which option is set forth in Article XXII of the Lease, attached hereto as Exhibit B.
- (e) Security Deposit. Redeveloper has deposited \$0 with Authority as a security deposit pursuant to the terms of the Lease.
- (f) Defaults; Offsets. Neither Authority nor Redeveloper is in default under the Lease, nor does Authority or Redeveloper have any knowledge of the existence of any event which, with the giving of notice, the passage of time, or both, would constitute a default by Authority or Redeveloper under the Lease. There are no offsets, counterclaims, defenses, deductions or credits whatsoever with respect to the Lease, or the rents or other charges due thereunder, or any amounts owing under any other agreement. All monetary obligations due under the Lease to date have been fully and currently paid. Except as otherwise stated in clause (e) above, Redeveloper has no claim against Authority for any security, rental, cleaning or other deposits. No controversy presently exists between Authority and Redeveloper, including any litigation or arbitration, with respect to the Lease or the Property.
- (g) No Mortgages on Fee Interest. Except as shown in the public records, Authority has not assigned, transferred, sold, encumbered or mortgaged its interest in the Lease, the Property, or any part thereof except as expressly set forth in Exhibit C, and there currently are no mortgages, deeds of trust or other liens or security interests encumbering Authority's fee interest in the Property or any part thereof, except as set forth in Exhibit C. No third party has any option, preferential right or right of first refusal to purchase the Property or any part thereof or Authority's underlying fee interest. No consent or approval of any third party is required in order for Authority to

deliver this Agreement and to fully perform Authority's obligations hereunder, in favor of Bank or any other mortgagee in connection with any refinancing of the Security Instrument which refinancing shall be upon terms and conditions as Redeveloper may agree in its sole discretion.

- (h) Eminent Domain. Authority has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Redeveloper's or Authority's interest in the Property.
- (i) Security Interest. The parties hereto acknowledge that Bank's security interest in the Lease shall extend to Redeveloper's leasehold estate in the Property, the improvements thereon, and all of Redeveloper's personal property located on the Property, as more fully described in the Loan Documents. Authority hereby acknowledges such security interest of Bank and agrees that no further notice is required under the Lease. Authority further agrees that this Agreement shall satisfy any requirement under the Lease regarding requests for notice from Bank. Authority shall send all notices, statements, information and communications to Bank in accordance with the provisions set forth below.

- 2. Lease Amendments. Notwithstanding anything in the Lease to the contrary, Authority and Redeveloper hereby agree that the Lease is hereby amended to add the following Article XXXIII:

The provisions of this Article shall supersede any contrary or inconsistent provisions in the Lease and in the event of any inconsistency between the provisions of this Section and any other provision of the Lease, the provisions of this Section shall govern.

30.01 Redeveloper's Right to Mortgage Lease; Recognition of Bank as Leasehold Mortgagee. Pursuant to Article XXIV, Authority hereby consents to Redeveloper granting a leasehold deed of trust (as the same may be amended from time to time, the "**Security Instrument**"), encumbering Redeveloper's interest in the Demised Premises and in the Lease. Authority hereby recognizes and acknowledges that the leasehold deed of trust from Redeveloper to UMB BANK, n.a. (together with its successors and assigns, "**Bank**") constitutes a "**Security Instrument**" and that UMB BANK, n.a. constitutes a "**Bank**" as those terms are defined in this Article. "**Bank**" as used herein shall mean at any point in time, the holder of a Security Instrument. "**Security Instrument**" as used herein shall mean at any point in time, a leasehold deed of trust (as the same may be amended from time to time), encumbering Redeveloper's interest in the Demised Premises and the Lease.

30.02 Right to Perform for Redeveloper; Right to Cure. Authority acknowledges and agrees that Bank shall have the right to perform or comply with any

term, covenant, condition or agreement to be performed by Redeveloper under the Lease and Authority shall accept such performance or compliance by Bank with the same force and effect as if furnished by Redeveloper. In the event of a monetary default by Redeveloper under the Lease and prior to any termination of the Lease by Authority, Authority acknowledges and agrees that Authority shall provide Bank with notice of the same and Bank shall have the right (but not the obligation) to remedy such monetary default by paying any past due amounts under the Lease (and without regard to any acceleration of rent) within the same period of time as Redeveloper has under the Lease, plus an additional sixty (60) days. In the event of a non-monetary default by Redeveloper hereunder and prior to any termination of the Lease by Authority, Authority acknowledges and agrees that Authority shall provide Bank with notice of the same and Bank shall have the right (but not the obligation) to remedy or cause to be remedied any such non-monetary default within the same period of time as Redeveloper has under the Lease, plus such additional time as Bank reasonably requires to remedy or cause to be remedied such non-monetary default. Authority agrees that Authority shall not terminate the Lease in connection with any such non-monetary default which Bank has elected to remedy or cause to be remedied so long as Bank attempts to remedy such default with diligence toward completion.

30.03 Bank's Consent. Neither Authority nor Redeveloper will amend, modify, terminate, cancel or surrender the Lease without Bank's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, and unless such prior written consent is obtained, any such action shall be null and void and of no force or effect.

30.04 Delivery of Notices. Authority shall promptly deliver to Bank copies of all notices, statements, information and communications delivered or required to be delivered to Redeveloper pursuant to the Lease, including, without limitation, any notice of any default by Redeveloper. In addition, Authority shall promptly notify Bank in writing of any failure by Redeveloper to perform any of Redeveloper's obligations under the Lease. No notice, statement, information, modification, termination or communication given by Authority to Redeveloper shall be binding or affect Bank unless a copy of the same shall have promptly been delivered to Bank. All notices to Bank shall be addressed as follows: UMB BANK, n.a., 1010 Grand Boulevard, Kansas City, Missouri 64106, with a copy to: POLSINELLI, 900 West 48<sup>th</sup> Place, Suite 900, Kansas City, Missouri 64112, Attention: Michael B. Shteamer, Esq., or at such other address as Bank shall provide in writing to the other parties hereto, and shall be given in writing and shall be effective for all purposes if hand delivered or sent by (a) certified or registered United States mail, postage prepaid, return receipt requested, or (b) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery. A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of

registered or certified mail, when delivered (as evidenced by the receipt) or the first attempted delivery on a business day; or in the case of expedited prepaid delivery, upon the first attempted delivery on a business day. Authority's failure to provide notice to Bank as provided herein shall not constitute an event of default by Authority.

- 30.05 Bank Not Obligated Under Lease; Permitted Transfers. Unless and until Bank acquires title to the leasehold estate created by the Lease, Authority hereby acknowledges that the granting of the Security Instrument by Redeveloper to Bank shall not be deemed to constitute a present assignment or transfer of the Lease or Redeveloper's leasehold estate in the Demised Premises, nor shall Bank be deemed to be a present assignee or transferee of the Lease or Redeveloper's leasehold estate, so as to require Bank under any circumstances to assume the performance of any of the terms, covenants or conditions on the part of Redeveloper to be performed thereunder unless Bank elects to do so in its sole discretion. Notwithstanding the foregoing, the purchaser of Redeveloper's leasehold estate pursuant to any proceedings for the foreclosure of the Security Instrument (including, without limitation, power of sale) and any assignee or transferee of the Lease and the leasehold estate thereby created under any instrument of assignment or transfer in lieu of the foreclosure (whether to Bank or any third party) shall be deemed to be a permitted purchaser, assignee or transferee (each, a "**Permitted Transferee**") under the Lease and neither Redeveloper nor any Permitted Transferee shall be required to obtain Authority's consent to such sale, assignment or transfer (each a "**Permitted Transfer**"). In acquiring title to the Lease and the leasehold estate created thereby, a Permitted Transferee shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Redeveloper to be performed under the Lease from and after the date of such Permitted Transfer (but not for any obligations or liabilities accruing prior to such date), and such Permitted Transferee shall be liable for the obligations and liabilities of the Redeveloper under the Lease only for so long as such Permitted Transferee remains the owner of the Lease and the leasehold estate created thereby. Any further sale, assignment or transfer of the Lease by a Permitted Transferee shall require the consent of Authority, which consent shall not be unreasonably withheld, conditioned, or delayed, and such Permitted Transferee shall have no further obligations or liabilities under the Lease after any new purchaser, transferee or assignee has assumed the obligations of such Permitted Transferee under the Lease.
- 30.06 Authority's Mortgages. Authority shall not permit any security interests to exist on the fee interest in the Demised Premises.
- 30.07 Casualty and Insurance Proceeds. So long as the indebtedness or any part thereof secured by the Security Instrument remains outstanding and unpaid and the Security Instrument remains of record, Authority and Redeveloper agree that: (a) the Lease shall not terminate or be cancelled without Bank's

prior consent if the Demised Premises or any part thereof has been damaged or destroyed by fire or other casualty; (b) the insurance policies required to be maintained pursuant to the Lease shall name Bank as an additional named insured and loss payee/mortgagee; (c) the form of such policies and amounts thereof shall at all times comply with the requirements of the Security Instrument; (d) Bank shall be entitled, at Bank's option, to participate in any adjustment, settlement or compromise with respect to any insurance claim; and (e) all proceeds of such insurance policies shall be payable first to Bank as loss payee to be applied by Bank in accordance with the terms of the Security Instrument or other applicable Loan Documents. Authority hereby subordinates any right it may have under the Lease to receive such proceeds to protect Bank's right to receive such proceeds.

30.08 Condemnation and Condemnation Proceeds. So long as the indebtedness or any part thereof secured by the Security Instrument remains outstanding and unpaid and the Security Instrument remains of record, Authority and Redeveloper agree that: (a) the Lease shall not terminate or be cancelled without Bank's prior consent or unless required by law if all or any part of the Demised Premises shall be taken or condemned pursuant to an eminent domain proceeding; and (b) any and all awards payable to Authority or Redeveloper in connection with any taking or condemnation shall be payable to Bank and disbursed as follows: (i) first, to Bank for the value of the leasehold estate created by the Lease and the value of the improvements located on the Demised Premises up to an amount equaling the outstanding principal balance of any loan secured by the Security Instrument, and any interest accrued thereon, and (ii) second, to Authority and Redeveloper in accordance with the terms of the Lease. Without limitation of the foregoing, Bank shall have the right to apply its portion of the condemnation proceeds in accordance with the terms of the Security Instrument or other applicable loan documents and shall be entitled, at its option, to participate in any compromise, settlement or adjustment with respect to any condemnation or taking of the Demised Premises.

30.09 New Direct Lease. If the Lease is cancelled or terminated for any reason (except in connection with bankruptcy proceedings, for which the provisions of Section 30.10 are hereby agreed upon by Authority and Redeveloper), Authority hereby agrees that Authority shall, upon Bank's written election, promptly enter in a new, direct lease with Bank (or its nominee or any other party which Bank may designate (except Redeveloper if termination of the Lease resulted from an uncured default under the Lease by Redeveloper)) demising the Demised Premises on the same terms and conditions as the Lease, it being the intention of the parties to preserve the Lease and leasehold estate created by the Lease for the benefit of Bank without interruption. Such new lease shall be superior to all rights, liens and interests intervening between the date of the Lease and the granting of the new lease and shall be free of any and all rights of Redeveloper under the Lease.

30.09.1 Redeveloper and Authority acknowledge and agree that Bank shall have the right to encumber such new direct lease and the estate created thereby with a deed of trust on the same terms and with the same lien priority as the Security Instrument, it being the intention of the parties to preserve the priority of the Security Instrument, the Lease and the leasehold estate created by the Lease for the benefit of Bank without interruption. If the Lease is rejected, cancelled or terminated for any reason and Bank, its nominee or designee enters into a direct lease with Authority demising the Demised Premises, Authority hereby agrees that it will execute such documents as Bank may require in order to ensure that the new direct lease provides for customary leasehold mortgagee protections, including without limitation, protections similar to those contained herein and in the Lease. Notwithstanding anything in Section 30.09 to the contrary, the form of a direct lease between Authority and Bank shall be subject to prior Authority approval, which approval shall not be unreasonably withheld, conditioned, or delayed, and such direct lease shall include a provision requiring Bank to cooperate with Authority to identify and select a qualified successor redeveloper to assume and perform the tenant's obligations.

30.10 Bankruptcy. In the event of any proceeding involving Authority or Redeveloper under the United States Bankruptcy Code (Title 11 U.S.C.) as now or hereafter in effect:

(a) If this Lease is rejected in connection with a bankruptcy proceeding by Redeveloper or a trustee in bankruptcy (or other party to such proceeding) for Redeveloper, such rejection shall be deemed an assignment by Redeveloper to the Bank of the Demised Premises and all of Redeveloper's interest under this Lease, and this Lease shall not terminate and the Bank shall have all rights of the Redeveloper as if such bankruptcy proceeding had not occurred, unless Bank shall reject such deemed assignment by notice in writing to Authority within thirty (30) days following rejection of this Lease by Redeveloper or Redeveloper's trustee in bankruptcy. If any court of competent jurisdiction shall determine that this Lease shall have been terminated notwithstanding the terms of the preceding sentence as a result of rejection by Redeveloper or the trustee in connection with any such proceeding, the rights of Bank to a new lease from Authority pursuant to Section 30.09 hereof shall not be affected thereby.

(b) In the event of a proceeding involving Authority under the Bankruptcy Code:

(i) In the event the bankruptcy trustee, Authority (as debtor-in-possession) or any party to such proceeding seeks to reject the Lease pursuant to United States Bankruptcy Code §365(h)(1), Redeveloper shall not have the right to treat this



Lease as terminated except with the prior written consent of Bank and the right to treat this Lease as terminated in such event shall be deemed assigned to Bank, whether or not specifically set forth in the Security Instrument, so that the concurrence in writing of Redeveloper and the Bank shall be required as a condition to treating this Lease as terminated in connection with such proceeding.

- (ii) Unless this Lease is treated as terminated in accordance with subsection 30.10(b)(i) above, then this Lease shall continue in effect upon all the terms and conditions set forth herein, including rent, but excluding requirements that are not then applicable or pertinent to the remainder of the term of this Lease. Thereafter, Redeveloper or its successors shall be entitled to any offsets against rent payable under this Lease for the balance of the term of this Lease or extension of this Lease, the value of any damage caused by the nonperformance after the date of such rejection of any obligation of the debtor under this Lease and any damages arising from such bankruptcy, and any such offset shall not be deemed a default under this Lease. The lien of the Security Instrument shall extend to the continuing possessory rights of Redeveloper following such rejection with the same priority as it would have enjoyed had such rejection not taken place.

30.11. No Merger. In the event the ownership of the fee and leasehold interest of the Demised Premises become vested in the same person or entity, other than as a result of termination of the Lease, then as long as the Security Instrument shall remain outstanding, such occurrence shall not result in a merger of title. Rather, the Lease and the Security Instrument lien thereon shall remain in full force and effect.

30.12. Assignment of Extension/Purchase Rights. Redeveloper hereby assigns to Bank and grants Bank a security interest in all extension, renewal and/or purchase rights under the Lease. Authority consents to such assignment and agrees that Bank may exercise such extension renewal and/or purchase rights at its election in accordance with the terms of the Lease.

- 3. Lease Amendments. Notwithstanding anything in the Lease to the contrary, Authority and Redeveloper hereby agree that the Lease is hereby amended to add the following Article XXXIV:

Notwithstanding any other provision herein to the contrary, the obligations, liabilities and any amounts due and owing by Authority pursuant to the provisions hereof or any Loan Document shall be nonrecourse as to Authority. No provision, representation, covenant, or agreement contained in this Agreement or any Loan

Document, or any obligation herein or therein imposed upon Authority, or the breach thereof, shall constitute or give rise to or impose upon Authority a pecuniary liability and no provision herein or therein shall be construed to impose a charge against the general credit of Authority or any personal or pecuniary liability upon any commissioner, officer, agent, or employee of Authority.

All covenants, obligations and agreements of Authority contained in this Agreement or any Loan Document shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future commissioner, officer, agent, or employee of Authority in other than his or her official capacity, and no official executing this Agreement shall be liable personally for this Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement or by reason of the covenants, obligations or agreements of Authority contained in this Agreement or any Loan Document.

4. Bank's Reliance on Representations. Authority has executed this Agreement with full knowledge that Bank shall rely upon the representations, warranties, covenants and agreements herein contained when making the Loan to Redeveloper .
5. Waiver. Bank may, without affecting the validity of this Agreement, extend the time for payment of this Loan or alter the terms and conditions of any agreement between Redeveloper and Bank, including, but not limited to, the Note and the Security Instrument, without the consent of, or notice to, Authority and without in any manner impairing or otherwise affecting Bank's rights under this Agreement.
6. Miscellaneous. This Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the state in which the Property is located (without giving effect to such state's principles of conflicts of law). This Agreement shall be binding upon and shall inure to the benefit of Authority, Bank and Redeveloper and each of their respective successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original. This Agreement (or a memorandum hereof) shall be recorded in the public land records of the jurisdiction in which the Property is located. The rights of Bank hereunder are in addition to the rights of Bank granted in the Security Instrument and/or the Lease and shall not be in derogation thereof. All agreements and covenants contained herein are severable, and if any one of them is held to be invalid, then this Agreement shall be interpreted as if such invalid provision was not contained herein. To the extent terms in this Agreement conflict with the terms of the Lease, the terms of this Agreement shall control. No consent or approval of any third party is required in order for Authority to deliver this Agreement and to perform fully its obligations hereunder.
7. Termination of Lease Amendments. The Lease amendments in Sections 2 and 3 of this Agreement shall automatically terminate at such time as the Loan is paid in full

and the Mortgaged Property is released as security for the Loan, as evidenced by a recorded instrument releasing the Mortgaged Property. The Loan shall not be deemed to be paid in full if Redeveloper refinances the Loan with the Bank or another lender. Upon termination of such Lease amendments, the Lease shall continue in full force and effect in accordance with its terms.

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REDEVELOPER:

**LINWOOD SHOPPING CENTER  
REDEVELOPMENT COMPANY, LLC,** a  
Missouri limited liability company

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn (or affirmed) did say that he/she is the [\_\_\_\_\_] of **LINWOOD SHOPPING CENTER REDEVELOPMENT COMPANY, LLC**, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its members, and said [\_\_\_\_\_] acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public in and for Said County and State

\_\_\_\_\_  
(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:  
\_\_\_\_\_



**Exhibit A**

**Legal description of the Property and Leased Premises**

**Exhibit B**

**[Copy of Ground Lease and all amendments]**



**Exhibit C**

**[List of any prior transfers, encumbrances, etc. by Authority]**