

**EXHIBIT 4A  
LCRA 8/28/19**

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

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

***Grantor(s):*** Land Clearance for Redevelopment  
Authority of Kansas City, Missouri  
300 Wyandotte, Suite 400  
Kansas City, Missouri 64105

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

***Legal Description:*** See Exhibit A, document page \_\_\_\_

***Reference Book and Page(s):*** Document No. 1992K1014675  
Document No. 2017E0014976  
Document No. 2019E0008487  
Document No. 2019E0054122

## AMENDMENT TO GROUND LEASE AND ESTOPPEL AGREEMENT

THIS AMENDMENT TO GROUND LEASE AND ESTOPPEL AGREEMENT (this “**Amendment**”), dated as of [\_\_\_\_\_], 2019, is entered into by and between **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, and **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.

### 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**”). Authority and Redeveloper subsequently amended the Redevelopment Contract referenced in the Lease as provided in the separate Amendments to Assignment, Assumption and Amendment of Ground Lease and Redevelopment Contract dated January 23, 2019, and recorded as Instrument No. 2019E0008487 and dated June 19, 2019, and recorded as Instrument No. 2019E0054122.

B. Redeveloper intends to obtain a loan (the “**Loan**”) from UMB Bank, N.A. (the “**Bank**”), which Loan is 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**”.

C. In addition to the Loan, Redeveloper intends to obtain financing (the “**PACE Loan**”) pursuant to the Property Assessment Clean Energy Act, Sections 67.2800 to 67.2835, RSMo. (the “**PACE Act**”). In accordance with the PACE Act and the PACE Loan, Redeveloper intends to enter into two Promissory Notes (collectively, the “**PACE Note**”) and two Assessment Contracts (collectively, the “**PACE Assessment Contract**”), one for each tax parcel ID related to the Project Improvements, with the Missouri Clean Energy District, as lender (“**MCED**”) (the related loan thereunder to be funded by Greenworks Lending LLC, a Delaware limited liability company (the “**PACE Lender**”)), which will provide, among other things, for the imposition of annual special assessments against the Project Improvements (the “**PACE Special Assessments**”).

Redeveloper shall pay the PACE Special Assessments as provided in the Lease, the PACE Note and the PACE Assessment Contract.

D. Any terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein 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, to its actual knowledge and as of the date of this Amendment, represents and warrants to Bank, MCED, the PACE Lender 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 Amendment 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 (i) 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, and (ii) MCED's security interest in the Project Improvements as more fully described in the PACE Note. Authority hereby acknowledges such security interest of Bank and of MCED and agrees that no further notice is required under the Lease. Authority further agrees that this Amendment shall satisfy any requirement under the Lease regarding requests for notice from Bank, MCED and PACE Lender. Authority shall send all notices, statements, information and communications to Bank, MCED and PACE Lender in accordance with the provisions set forth below.

- 2. Lease Amendments (Definitions). Notwithstanding anything in the Lease to the contrary, Authority and Redeveloper hereby agree that the Lease is hereby amended to modify the following definitions set forth in Section 2.01:

“Project Improvements” means the Project Improvements as defined in the Redevelopment Contract (excluding the footing and foundation of buildings constructed on the Property pursuant to the Redevelopment Contract), and as such existing Project Improvements may be demolished, constructed, reconstructed,

remodeled, rehabilitated, renovated, expanded, improved, or equipped by Redeveloper or its successors and assigns in accordance with the Urban Renewal Plan, the Redevelopment Contract, and this Lease, as such documents may be amended from time to time.

Further, Authority and Redeveloper hereby agree that the Lease is hereby amended to add the following definitions to Section 2.01:

“MCED” means the Missouri Clean Energy District, a political subdivision organized and existing under the laws of the State of Missouri, its successors and assigns (including any party that is an assignee of the PACE Note).

“PACE Act” means the Property Assessment Clean Energy Act, Sections 67.2800 to 67.2835, of the Revised Statutes of Missouri.

“PACE Assessment Contract” means, collectively, the two Assessment Contracts dated the date set forth therein, between MCED and Redeveloper, and filed against the two tax parcels on which the Project Improvements are constructed.

“PACE Lender” means Greenworks Lending LLC, a Delaware limited liability company, its successors and assigns.

“PACE Note” means, collectively, the two Promissory Notes dated the date set forth therein, between MCED and Redeveloper, as assigned by MCED to the PACE Lender.

“PACE Special Assessments” means the special assessments levied against the Improvements Parcels in accordance with the PACE Act, the PACE Assessment Contract and the PACE Note.

“Redeveloper” means Linwood Shopping Center Redevelopment Company, LLC, a Missouri limited liability company, its successors and assigns (including any party succeeding to Redeveloper’s rights hereunder via foreclosure or other operation of law, except that in no event shall the term “Redeveloper” apply to Authority if Authority acquires title the Project Improvements).

3. Lease Amendments (Section 6.03). Notwithstanding anything in the Lease to the contrary, Authority and Redeveloper hereby agree that the Lease is hereby amended to modify Section 6.03 in its entirety to read as follows:

6.03 With the exception of the PACE Special Assessments, Redeveloper or its designees shall have the right to contest or review all such Taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Redeveloper or its designees shall conduct promptly at its own cost and expense, and free of any expense to Authority and shall secure a bond to the satisfaction of Authority). Notwithstanding the foregoing, Redeveloper shall promptly pay all such Taxes if at any time the Demised

Premises or any part thereof shall then be immediately subject to forfeiture, or if Authority shall be subject to any criminal liability, arising out of the nonpayment thereof. The legal proceedings referred to in this Section 6.03 shall include appropriate certiorari proceedings and appeals from order therein and appeals from any judgments, decrees, or orders. In the event of any reduction, cancellation or discharge, Redeveloper shall pay the amount finally levied or assessed against the Demised Premises or adjudicated to be due and payable on any such contested Taxes.

4. Lease Amendments (new Section 6.04). Notwithstanding anything in the Lease to the contrary, Authority and Redeveloper hereby agree that the Lease is hereby amended to add the following Section 6.04:

6.04 Redeveloper intends to make energy-efficient or renewable energy improvements as a part of the Project Improvements and, in connection with the same, funds will be provided by the PACE Lender (or any other PACE lender), which funds shall be repaid by the annual payment of the PACE Special Assessments, which will constitute a lien on the tax parcels (identified as Tax Parcel 28-930-06-16-02-0-00-000 and Tax Parcel 28-920-16-35-02-0-00-000) owned by Redeveloper and related only to the Project Improvements (the “**Improvements Parcels**”) as provided in the PACE Act and the PACE Assessment Contract. Authority consents to the imposition of the PACE Special Assessments against the Project Improvements and the Improvements Parcels. Redeveloper shall pay the PACE Special Assessments at such times and in such manner as required by the PACE Assessment Contract and the PACE Note and such payments shall be deemed to be additional Rent under this Lease. Notwithstanding the foregoing or anything to the contrary in this Lease, Authority makes no representation or warranty as to the validity or legality of the lien of the PACE Special Assessments imposed against the Project Improvements or the priority of the PACE Special Assessments with respect to any other lien, including, without limitation, the lien of the Security Instrument. Authority shall have no responsibility or obligation in connection with the imposition, administration, payment, collection, and enforcement of the PACE Special Assessments. If the PACE Special Assessments are deemed invalid or illegal by a court or a local, state, or federal agency or department or other governmental authority having competent jurisdiction, Authority shall have no liability therefor to Redeveloper, MCED, the PACE Lender, any participant lender in connection with the Project Improvements, or any other third-party. Redeveloper shall indemnify and agrees to protect, defend and hold harmless Authority and Authority’s commissioners, officers, directors, employees, agents, affiliates, successors and assigns, from and against all claims, liens, demands, losses, damages, fees, expenses, liabilities, Taxes, special assessments, fines, penalties, charges, administrative or judicial proceedings, orders, judgments, causes of action, attorney’s fees, court fees, and/or costs of any kind directly or indirectly arising out of or attributable to in whole or in part the PACE Special Assessments, including, without

limitation any dispute between or among Redeveloper, Bank, MCED, the PACE Lender, and/or any other participant lender in connection with the Project Improvements. Redeveloper's obligation to pay the PACE Special Assessments shall be a covenant running with the Improvements Parcels and shall bind Redeveloper and Redeveloper's successors and assigns and subsequent owners of the Project Improvements; provided, however, if Authority acquires title to the Project Improvements as provided in this Lease, Authority is exempt under Missouri law from the payment of Taxes, including the PACE Special Assessments, and any obligations under this Lease, the PACE Note, the PACE Assessment Contract or any PACE Loan document in connection with the payment of the PACE Special Assessments shall be nonrecourse to Authority. Authority has no taxing authority.

Authority and Redeveloper acknowledge that the lien of the PACE Special Assessments is subject to enforcement under the PACE Assessment Contract, the PACE Note and the PACE Act, which includes foreclosure against the Improvements Parcels; provided, however, that Authority is not a party to the PACE Assessment Contract or the PACE Note and otherwise makes no representation as to the rights and remedies available to the PACE Lender thereunder. This Section shall survive termination of this Lease.

In addition to the foregoing, Authority hereby agrees that it will make its best efforts to deliver any and all notices regarding the payment of the PACE Special Assessments to Redeveloper in the event Authority receives a notice for the payment of such PACE Special Assessments against the Improvements Parcels from the Jackson County, Missouri Assessor's Office or any other taxing jurisdiction on or before the expiration of the fifteen (15) day period immediately following Authority's receipt of the same; provided, however, that Authority shall not be in default under this Lease and shall not be liable to Redeveloper, MCED, the PACE Lender, any participant lender in connection with the Project Improvements, or any other third-party for failure to deliver any notices Authority may receive concerning payment of PACE Special Assessments to Redeveloper.

5. Lease Amendments (new Article XXXIII). 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 this Lease and in the event of any inconsistency between the provisions of this Section and any other provision of this Lease, the provisions of this Section shall govern.

- 33.01 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 this 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 this Lease.

- 33.02 Right to Perform for Redeveloper; Right to Cure. Authority acknowledges and agrees that Bank, MCED and/or PACE Lender shall have the right to perform or comply with any term, covenant, condition or agreement to be performed by Redeveloper under this Lease and Authority shall accept such performance or compliance by Bank, MCED and/or PACE Lender with the same force and effect as if furnished by Redeveloper. In the event of a monetary default by Redeveloper under this Lease and prior to any termination of this Lease by Authority, Authority acknowledges and agrees that Authority shall provide Bank, MCED and PACE Lender with notice of the same and Bank, MCED and PACE Lender shall each have the right (but not the obligation) to remedy such monetary default by paying any past due amounts under this Lease (and without regard to any acceleration of rent) within the same period of time as Redeveloper has under this Lease, plus an additional sixty (60) days. In the event of a non-monetary default by Redeveloper hereunder and prior to any termination of this Lease by Authority, Authority acknowledges and agrees that Authority shall provide Bank, MCED and PACE Lender with notice of the same and Bank, MCED and PACE Lender shall each 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 this Lease, plus such additional time as Bank, MCED or PACE Lender may reasonably require to remedy or cause to be remedied such non-monetary default. Authority agrees that Authority shall not terminate this Lease in connection with any such non-monetary default which Bank, MCED or PACE Lender has elected to remedy or cause to be remedied so long as Bank, MCED or PACE Lender, as applicable, attempts to remedy such default with diligence toward completion.
- 33.03 Lender Consent. Neither Authority nor Redeveloper will amend, modify, terminate, cancel or surrender this Lease without Bank’s and PACE Lender’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.

- 33.04 Delivery of Notices. Authority shall promptly deliver to Bank, MCED and PACE Lender copies of all notices, statements, information and communications delivered or required to be delivered to Redeveloper pursuant to this Lease, including, without limitation, any notice of any default by Redeveloper. In addition, Authority shall promptly notify Bank, MCED and PACE Lender in writing of any failure by Redeveloper to perform any of Redeveloper's obligations under this 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 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. No notice, statement, information, modification, termination or communication given by Authority to Redeveloper shall be binding or affect MCED or PACE Lender unless a copy of the same shall have promptly been delivered as follows: Missouri Clean Energy District, 930 Kehrs Mill Road, Suite 320, Ballwin, Missouri 63011, Attention John Harris, with a copy to: Greenworks Lending LLC, 28 Thorndal Circle, Third Floor, Darien, Connecticut 06820, Attention: Servicing, or at such other address as MCED or PACE Lender shall provide in writing to the other parties hereto. Notices 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, MCED or PACE Lender as provided herein shall not constitute an event of default by Authority and Authority shall not be liable to Bank, MCED, the PACE Lender, any participant lender in connection with the Project Improvements, or any other third-party for failure to deliver any such notices.
- 33.05 Bank Not Obligated Under Lease; Permitted Transfers. Unless and until Bank acquires title to the leasehold estate created by this 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 this Lease or Redeveloper's leasehold estate in the Demised Premises, nor shall Bank be deemed to be a present assignee or transferee of this 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 this 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 this 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 this 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 this 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 Redeveloper under this Lease only for so long as such Permitted Transferee remains the owner of this Lease and the leasehold estate created thereby. Any further sale, assignment or transfer of this 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 this Lease after any new purchaser, transferee or assignee has assumed the obligations of such Permitted Transferee under this Lease.

- 33.06 Authority's Mortgages. Authority shall not permit any security interests to exist on the fee interest in the Demised Premises.
- 33.07 Casualty and Insurance Proceeds. So long as the indebtedness or any part thereof secured by the Security Instrument (and the Security Instrument remains of record) or the PACE Note remains outstanding and unpaid, Authority and Redeveloper agree that: (a) this Lease shall not terminate or be cancelled without Bank's and PACE Lender'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 this Lease shall name Bank, MCED and PACE Lender as 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 and the PACE Note; (d) Bank shall be entitled, at Bank's option, to participate in any adjustment, settlement or compromise with respect to any insurance claim; (e) MCED or PACE Lender shall be entitled, at PACE Lender's option, to participate in any adjustment, settlement or compromise with respect to any insurance claim; and (f) all proceeds of such insurance policies shall be payable (i) 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 and (ii) second, remaining proceeds, if any, to PACE Lender as loss payee to be applied by PACE Lender in accordance with the terms of the PACE Note. Authority hereby

subordinates any right it may have under this Lease to receive such proceeds to protect Bank's and PACE Lender's respective rights to receive such proceeds.

- 33.08 Condemnation and Condemnation Proceeds. So long as the indebtedness or any part thereof secured by the Security Instrument (and the Security Instrument remains of record) or the PACE Note remains outstanding and unpaid, Authority and Redeveloper agree that: (a) this Lease shall not terminate or be cancelled without Bank's and PACE Lender'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 PACE Lender and disbursed as follows: (i) first, to Bank for the value of the leasehold estate created by this 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, (ii) second, to PACE Lender for the value of the improvements located on the Improvements Parcels up to an amount equaling the outstanding principal balance of the PACE Note, and any interest accrued thereon, and (iii) third, to Authority and Redeveloper in accordance with the terms of this Lease. Without limitation of the foregoing, (i) 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, and (ii) PACE Lender shall have the right to apply its portion of the condemnation proceeds, if any, in accordance with the terms of the PACE Note 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.
- 33.09 New Direct Lease. If this 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, (i) 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 that Bank may not designate Redeveloper if said cancellation or termination was a result of an uncured default by Redeveloper under this Lease) demising the Demised Premises on the same terms and conditions as this Lease (including all provisions protecting Bank, MCED and PACE Lender), or (ii) if the Loan is no longer outstanding but the PACE Loan is still outstanding, and upon MCED's written election, promptly enter in a new, direct lease with MCED (or its nominee or any other party which MCED may designate, except that MCED may not designate Redeveloper if said

cancellation or termination was a result of an uncured default by Redeveloper under this Lease) demising the Demised Premises on the same terms and conditions as this Lease, it being the intention of the parties to preserve this Lease and leasehold estate created by this Lease for the benefit of Bank (or MCED and/or PACE Lender, as applicable) without interruption. Such new lease shall be superior to all rights, liens and interests intervening between the date of this Lease and the granting of the new lease and shall be free of any and all rights of Redeveloper under this Lease. Further, Authority agrees that if a new lease for the Demised Premises is entered into with the Bank, or any other party, the PACE Special Assessments shall continue uninterrupted as a lien against the Improvements Parcels, subject to applicable Missouri law, and shall be payable by the then owner of the Improvements Parcels (unless Authority becomes the owner of the Improvements Parcels in accordance with the terms of this Lease in which case the provisions of Section 6.04 hereof shall apply).

33.09.1 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, it being the intention of the parties to preserve this Lease and the leasehold estate created by this Lease for the benefit of Bank without interruption. If this 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. Notwithstanding anything in Section 30.09 to the contrary, the form of a direct lease between Authority and Bank shall be subject to (i) prior Authority approval, which approval shall not be unreasonably withheld, conditioned, or delayed, and (ii) prior written notice to MCED and PACE Lender, and such direct lease shall include a provision requiring Bank to reasonably cooperate with Authority to identify and select a qualified successor redeveloper to assume and perform the tenant's obligations (including the obligations of Redeveloper under the PACE Note and the PACE Assessment Contract).

33.10 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 (or to MCED, or its nominee or designee, if the Loan is no longer outstanding but the

PACE Loan remains outstanding), and this Lease shall not terminate and the Bank (or MCED or its nominee or designee, as applicable) shall have all rights of Redeveloper as if such bankruptcy proceeding had not occurred, unless Bank (or MCED or its nominee or designee, as applicable) 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 (or MCED or its nominee or designee, as applicable) 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 this 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 (or MCED, or its nominee or designee, if the Loan is no longer outstanding but the PACE Loan remains outstanding) and the right to treat this Lease as terminated in such event shall be deemed assigned to Bank (or MCED or its nominee or designee, as applicable), whether or not specifically set forth in the Security Instrument (or the PACE Note, as applicable), so that the concurrence in writing of Redeveloper and the Bank (or MCED or its nominee or designee, as applicable) 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.

33.11. 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 this Lease, then as long as the Security Instrument shall remain outstanding, such occurrence shall not result in a merger of title. Rather, this Lease and the Security Instrument lien hereon shall remain in full force and effect.

33.12. 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 this 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 this Lease.

6. Lease Amendments (new Article XXXIV). 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, the PACE Note, the PACE Assessment Contract or any Loan Document, if any, shall be nonrecourse as to Authority. No provision, representation, covenant, or agreement contained in this Lease, the PACE Note, the PACE Assessment Contract 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 Lease, the PACE Note, the PACE Assessment Contract, 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 Lease shall be liable personally for this Lease or be subject to any personal liability or accountability by reason of the execution and delivery of this Lease or by reason of the covenants, obligations or agreements of Authority contained in this Lease, the PACE Assessment Contract, or any Loan Document.

7. Bank's Reliance on Representations. Authority and Redeveloper have executed this Amendment with full knowledge that Bank shall rely upon the representations, warranties, covenants and agreements herein contained when making the Loan to Redeveloper.
8. MCED's and PACE Lender's Reliance on Representations. Authority and Redeveloper have executed this Amendment with full knowledge that MCED and PACE Lender shall rely upon the representations, warranties, covenants and agreements herein contained in connection with the PACE Loan being made to Redeveloper.
9. Waiver. (a) Bank may, without affecting the validity of this Amendment, extend the time for payment of the 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 Amendment. (b) PACE Lender may, without affecting the validity of this Amendment, extend the time for payment of the PACE Loan or alter the terms and conditions of any agreement between Redeveloper and PACE Lender, including, but not limited to, the PACE Note and the PACE Assessment Contract, without the consent of, or notice to, Authority and without in any manner impairing or otherwise affecting the PACE Lender's rights under this Amendment.
10. Miscellaneous. This Amendment shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Missouri. This Amendment shall be binding upon and shall inure to the benefit of Authority, Bank, MCED, PACE Lender and Redeveloper and each of their respective successors and assigns. This Amendment 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 Amendment (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. The rights of MCED and PACE Lender hereunder are in addition to the rights of MCED and/or PACE Lender granted in the PACE Note, the PACE Assessment Contract 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 Amendment shall be interpreted as if such invalid provision was not contained herein. To the extent terms in this Amendment conflict with the terms of the Lease, the terms of this Amendment shall control. No consent or approval of any third party is required in order for Authority to deliver this Amendment and to perform fully its obligations hereunder.
11. Termination of Lease Amendments. The Lease amendments in Section 5 of this Amendment shall automatically terminate at such time as the Loan and the PACE Loan are 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. Further, the Lease amendments in Section 3 of this Amendment shall automatically terminate at such time as the PACE Loan is paid in full. Upon termination of such Lease amendments, the Lease shall continue in full force and effect in accordance with its terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Ground Lease and Estoppel Agreement to be duly executed and delivered as of the day and year first written above.

AUTHORITY:

**LAND CLEARANCE FOR DEVELOPMENT  
AUTHORITY OF KANSAS CITY, MISSOURI**

By: \_\_\_\_\_  
Name: Dan Moye  
Title: Executive Director

STATE OF MISSOURI       )  
                                      ) ss.  
COUNTY OF JACKSON    )

On this \_\_\_\_ day of \_\_\_\_\_ in the year 2019, before me appeared Dan Moye, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the Executive Director, of LAND CLEARANCE FOR DEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, and that said instrument was signed in behalf of said Authority by authority of its board of commissioners, and said Dan Moye 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, 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:

\_\_\_\_\_

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**

Tract 1:

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

Tract 2:

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

**Exhibit B**

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

## **Exhibit C**

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

**[to be added]**