

COLLATERAL ASSIGNMENT OF LCRA REDEVELOPMENT CONTRACT

This Collateral Assignment of LCRA Redevelopment Contract (“**Assignment**”) is executed as of the ____ day of May, 2020, by **ICE HOUSE DVEEVELOPMENT LLC**, a Missouri limited liability company (“**Assignor**”), in favor of **COUNTRY CLUB BANK**, a Missouri banking corporation (“**Lender**”).

RECITALS

WHEREAS, on or about the date hereof, the Land Clearance for Redevelopment Authority of Kansas City, Missouri (the “**LCRA**”) granted tax abatement of the real estate taxes for the property described in Schedule A, attached hereto (the “**Property**”) subject to Assignor’s compliance with the terms of that certain Redevelopment Contract between the LCRA and Assignor dated March 4, 2020 and recorded in the Office of the Recorder of Deeds of Jackson County, Missouri as Instrument No. 2020_____ (“**Redevelopment Contract**”);

WHEREAS, pursuant to that certain Promissory Note, dated May ___, 2020, executed by Assignor, and payable to the order of Lender in the original principal amount of \$7,000,000.00 (together with all replacements, renewals, modifications, increases, splits and extensions thereof, the “**Note**”), Assignor has become indebted, and may from time to time be further indebted, to Lender with respect to a loan (“**Loan**”) which is governed by, among other things, that certain Construction Loan Agreement by and between Assignor and Lender dated May ___, 2020 (the “**Loan Agreement**”) and secured, in part, by the lien and security interest of that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing from Borrower for the benefit of Lender dated ___, 2020 (the “**Mortgage**”) and that certain Assignment of Leases, Rents, and Profits dated May ___, 2020 (the “**Assignment of Leases**”), and further evidenced, secured or governed by other instruments and documents now or hereinafter executed in connection with the Loan (together with the Note, the Loan Agreement and the Mortgage, the “**Loan Documents**”); and

WHEREAS, one condition to Lender’s agreement to extend credit to Assignor is that Lender must be provided a first priority perfected collateral assignment of the Redevelopment Contract;

NOW, THEREFORE, as an inducement to cause Lender to extend the Loan to Assignor, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. Affirmation of Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. Capitalized Terms. Capitalized terms, used but not defined herein, shall have the meaning attributed to them in the Loan Agreement.

3. Security Interest; Assignment. To secure the payment of the obligations set forth in the Loan Documents (the "Indebtedness"), Assignor does hereby collaterally assign, pledge, mortgage, convey and set over unto Lender and grants Lender a security interest in all of Assignor's right, title and interest in, to and under the Redevelopment Contract.

Notwithstanding anything to the contrary contained herein, until such time as an Event of Default occurs and continues beyond any applicable cure period, Assignor shall have a revocable license to exercise, subject to the other provisions of this Assignment and the Loan Documents, all of its rights and privileges under the Redevelopment Contract.

4. Notice of Default. By its acknowledgement hereto, the LCRA agrees it shall not terminate the Redevelopment Contract at any time prior to the full repayment of the Indebtedness under the Loan or the expiration of the term of the Tax Abatement Period (as defined in the Redevelopment Contract) without providing Lender notice of Assignor's default under the Redevelopment Contract and providing Lender thirty (30) days to cure the same.

5. Financing Statements. Assignor hereby irrevocably authorizes Lender at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto without the signature of Assignor that indicate that the Redevelopment Contract is collateral for the Loan.

6. Termination. Upon full payment, performance and observance by Assignor of all Indebtedness or the expiration of the term of the Redevelopment Contract, this Assignment and the lien or charge created hereby or resulting herefrom shall automatically terminate and cease to exist and Lender shall, upon Assignor's request and at Assignor's expense, execute and deliver to Assignor such instruments of re-assignment or termination as shall be reasonably necessary to effectuate such termination.

7. Assignor's Representations, Warranties and Covenants. Assignor represents, warrants and covenants to Lender that:

(a) Except in connection with this Assignment and the other Loan Documents, Assignor has not and shall not sell, transfer, assign, pledge, or encumber the Redevelopment Contract or any interest therein without the prior written consent of Lender, and while the Redevelopment Contract remains in effect, shall use commercially reasonable efforts to prevent anything that materially impairs the enjoyment of its rights under the Redevelopment Contract or the security intended to be afforded by this Assignment. Except as set forth in Section 6 hereof, Assignor shall not amend, modify or terminate the Redevelopment Contract without the prior written consent of Lender.

(b) Assignor shall reimburse Lender for all costs, expenses and fees, including court costs and reasonable attorneys' fees, incurred for any action taken by Lender to remedy a default of Assignor under this Assignment or the Redevelopment Contract, together with interest on all said amounts at a per annum rate equal to the Default Rate from and after the date which is ten (10) days after Lender demands reimbursement until the date reimbursed by Assignor.

(c) Until the Indebtedness is repaid, Assignor shall remain liable for all costs, fees and expenses which may be or become due and payable under the Redevelopment Contract and for all responsibilities of the ownership of the Property.

8. Limitation of Lender's Liability. Notwithstanding anything to the contrary contained in any of the Incentive Documents, the interest of Assignor therein is assigned and transferred to Lender by way of collateral security only, and Lender shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Assignor under the Incentive Documents by Lender's acceptance hereof, whether provided for by the terms thereof, arising by operation of law or otherwise, provided, however, Lender shall be accountable for any action Lender may take occurring after it exercises any remedies hereunder. Assignor hereby acknowledges that Assignor shall remain liable for the due performance of Assignor's obligations under the Incentive Documents to the same extent as though this Assignment had not been made. It is expressly intended, understood and agreed that this Assignment, the Loan Agreement, the Note, the Mortgage, and the other Loan Documents are made and entered into for the sole protection and benefit of Lender and Assignor, and their respective successors and assigns (but in the case of assigns of Assignor, only to the extent permitted hereunder), and no other person or persons shall have any right of action hereunder or rights to the proceeds of the Loan at any time; that no third party shall under any circumstances be entitled to any equitable lien on the undisbursed proceeds of the Loan at any time. The relationship between Lender and Assignor is solely that of a lender and borrower, and nothing contained herein shall in any manner be construed as making the parties hereto partners or joint venturers or creating any other relationship other than lender and borrower.

9. Legal and Binding Agreement. Assignor warrants that to the best of its knowledge the execution and performance of this Assignment will not violate any judicial or administrative order or governmental law or regulation binding on Assignor, and that this Assignment is valid, binding and enforceable in every respect according to its terms.

10. Remedies Upon Default. Immediately upon the occurrence of an Event of Default after the expiration of any applicable cure period, the license granted herein to Assignor shall automatically be revoked upon notice from Lender to Assignor, and Lender may pursue any or all of the following remedies without notice to Assignor except as required below:

(a) Rights of Assignor. Lender may exercise any or all rights of the Assignor under the Redevelopment Contract. Without limiting the foregoing, Lender may initiate any administrative or judicial proceeding that it may deem necessary in the course of enforcing any rights under the Redevelopment Contract. Any administrative or judicial action or other action taken by Lender pursuant to the Redevelopment Contract may be taken by Lender in its own name or in Assignor's name. Lender may enter into any amendment or extension of the Redevelopment Contract and may grant any indulgences with respect thereto that Lender may deem appropriate in the course of exercising its rights under the Redevelopment Contract. Assignor hereby appoints Lender Assignor's attorney-in-fact to take any action authorized by this Assignment upon an Event of Default. Assignor acknowledges that this power of attorney is coupled with an interest and is irrevocable.

(b) Other Remedies. Lender may pursue any other remedies available under any other document evidencing or securing the Indebtedness or otherwise available to Lender at law or equity including any rights or remedies of a secured party under the Code.

11. Notices. All notices and demands which are required or permitted to be given or served hereunder shall be deemed sufficiently served when delivered or mailed in the manner and to the persons described in the Loan Agreement.

12. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

13. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. Governing law. This Assignment shall be interpreted and construed under the laws of the State of Missouri, excluding any conflict of law or choice-of-law rules that might lead to the application of the internal laws of another jurisdiction.

15. Indemnity - Lender. Assignor hereby agrees that no liability shall be asserted or enforced by Assignor against Lender in its exercise of the powers and rights herein granted, all such liability being hereby expressly waived and released by Assignor except to the extent arising from Lender's gross negligence or willful misconduct. Assignor hereby indemnifies, defends and holds Lender harmless from and against all claims, demands, losses, damages, expenses and costs including, but not limited to, reasonable lawyer's fees and expenses actually incurred, arising out of or in connection with Assignor's failure to observe, perform and discharge each and every one of the covenants, obligations, and liabilities of the Assignor under the Redevelopment Contract to be observed, performed, or discharged with respect to the period prior to Lender obtaining title to the Property.

16. Indemnity – LCRA. Assignor hereby indemnifies, defends and holds LCRA harmless from and against all claims, demands, losses, damages, expenses and costs including, but not limited to, reasonable lawyer's fees and expenses actually incurred, arising out of or in connection with Assignor's observance, performance and discharge, or Assignor's failure to observe, perform and discharge, each and every one of the covenants, obligations, and liabilities of the Assignor under this Assignment, the Loan Documents, and the Redevelopment Contract to be observed, performed, or discharged by Assignor, and in connection with any claim or dispute between or among Assignor, Lender, and/or LCRA under this Assignment, the Loan Documents, and the Redevelopment Contract.

17. Nature of Obligations to LCRA. Notwithstanding any other provision herein to the contrary, LCRA shall have no obligations or liabilities under the Loan or the Loan Documents and the obligations, covenants and agreements by LCRA pursuant to the provisions hereof shall be non-recourse as to LCRA. No provision, representation, covenant, or agreement contained herein, any Loan Document, the Redevelopment Contract, or any obligation herein imposed upon LCRA, or the breach thereof, shall constitute or give rise to or impose upon LCRA a pecuniary liability or a charge upon the general credit or the taxing powers of the City

of Kansas City, Missouri, or the State of Missouri. No provision hereof shall be construed to impose a charge against the general credit of LCRA or any personal or pecuniary liability upon any commissioner, officer, agent or employee of LCRA.

All covenants, obligations and agreements of LCRA contained herein 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 LCRA in other than his or her official capacity, and no official executing this consent shall be liable personally for this consent or be subject to any personal liability or accountability by reason of the execution and delivery of this consent or by reason of the covenants, obligations or agreements of LCRA contained in this consent.

Nothing herein shall be interpreted as eliminating, modifying, or affecting in any manner the rights, remedies, privileges or immunities granted to LCRA in the Redevelopment Contract.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Assignment as of the Effective Date.

ASSIGNOR:

ICE HOUSE DEVELOPMENT, LLC
a Missouri limited liability company

By: Ice House Partners, LLC,
a Missouri limited liability company
its Manager

By: _____
Andrew Ganahl, Manager

By: _____
Diane Botwin-Alpert, Manager

LENDER:

COUNTRY CLUB BANK,
a Missouri banking corporation

By: _____
Daniel Zinser, Senior Vice President

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

The Land Clearance Redevelopment Authority of Kansas City ("LCRA") hereby acknowledges, consents and agrees to the execution and delivery of this Collateral Assignment of Redevelopment Contract dated _____, 2020, by Ice House Development LLC, a Missouri limited liability company in favor of Country Club Bank, a Missouri banking corporation.

The LCRA hereby acknowledges that the interest of Assignor in the Redevelopment Contract between the LCRA and Assignor dated March 4, 2020 and recorded in the Office of the Recorder of Deeds of Jackson County, Missouri as Instrument No. 2020 _____ ("**Redevelopment Contract**") is assigned and transferred to Lender by way of collateral security only, and Lender shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Assignor under the Redevelopment Contract by Lender's acceptance hereof, whether provided for by the terms thereof, arising by operation of law or otherwise provided, however, Lender shall be accountable for any action Lender may take occurring after it exercises any rights or remedies under the Redevelopment Contract.

The LCRA further agrees that it shall not terminate the Redevelopment Contract at any time prior to the full repayment of the Indebtedness under the Loan or the expiration of the term of the Tax Abatement Period (as defined in the Redevelopment Contract) without providing Lender notice of Assignor's default under the Redevelopment Contract and providing Lender thirty (30) days to cure the same.

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

[SEAL]

By: _____
Daniel Moye, Executive Director

ATTEST:

Susan Tumey, Assistant Secretary

SCHEDULE A

LEGAL DESCRIPTION OF PROPERTY

ALL OF LOTS 34 THRU 38, BROADWAY PLAZA, EXCEPT THAT PART OF LOTS DESCRIBED AS FOLLOWS:

ALL THAT PART OF LOTS 34 THRU 38, BOTH INCLUSIVE, AND ALL THAT PART OF LOTS 49 THRU 53, BOTH INCLUSIVE, BROADWAY PLAZA, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 38 OF SAID SUBDIVISION; THENCE NORTH 0 DEGREES 42 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 38, 140.62 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH 0 DEGREES 42 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE AND ALONG THE EAST LINE OF LOT 49 OF SAID SUBDIVISION, 49.98 FEET TO A POINT IN A LINE DRAWN 126.40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOTS 49 THRU 53, BOTH INCLUSIVE; THENCE DUE WEST ALONG SAID PARALLEL LINE 147.32 FEET TO THE WEST LINE OF SAID LOT 53; THENCE SOUTH 0 DEGREES 16 MINUTES 39 SECONDS WEST ALONG SAID WEST LINE AND ALONG THE WEST LINE OF SAID LOT 34, A DISTANCE OF 50.36 FEET TO A POINT IN THE WESTERLY PROLONGATION OF THE NORTHERLY FACE OF AN EXISTING BUILDING; THENCE NORTH 89 DEGREES 51 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY PROLONGATION AND ALONG SAID NORTHERLY FACE AND THE EASTERLY PROLONGATION THEREOF, 148.18 FEET TO THE POINT OF BEGINNING.