

ESTOPPEL CERTIFICATE

**EXHIBIT 5A
LCRA 11/30/21**

November 2, 2021

PROPERTY NAME: **BEACON HILL**

PROPERTY ADDRESS: 2501 Troost Avenue
(include county) Kansas City, Jackson County, Missouri 64108
(the “**Mortgaged Property**”)

CONTRACT DATE: April 24, 2019

BORROWER: **BEACON HOUSE, LLC**
500 N. Akard St., Suite 2030
Dallas, Texas 75201

AUTHORITY: **LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY, MISSOURI**
300 Walnut, Suite 400
Kansas City, Missouri 64105

Authority is advised that (a) Borrower is seeking a loan from **NORTHMARQ CAPITAL FINANCE, L.L.C.**, a Nebraska limited liability company (“**Lender**”), and Lender has agreed, subject to the satisfaction of certain terms and conditions, to make a loan (the “**Mortgage Loan**”) to Borrower, which loan is or will be secured by a lien on the Mortgaged Property and (b) Lender is requiring this Certificate as a condition to its making the Mortgage Loan. Accordingly, Authority hereby acknowledges and confirms to Lender and its transferees, successors and assigns, as follows:

1. A true, complete and correct copy of the Sale/Leaseback and Redevelopment Contract between Borrower and Authority with respect to the Mortgaged Property, together with any other amendment, supplement and/or agreement related thereto recorded as Instrument No. 2019E0063731 and attached hereto as Exhibit A (collectively, the “**Contract**”). Other than the termination of the lease agreement referenced in the Contract, as evidenced by the Termination of Lease Agreement and Memorandum of Lease Agreement recorded as Instrument No. 2021E0043586, and the payment of the bonds referenced in the Contract, the Contract has not been modified, changed, altered, assigned, supplemented or amended in any respect. The Contract represents the entire agreement between Borrower and Authority with respect to the Mortgaged Property.

2. The Contract is valid and in full force and effect as of the date hereof. The Term of the Contract expires on the fifth (5) anniversary date of the end of the Tax Abatement Period.

3. To Authority’s knowledge, there is no existing material default or unfulfilled obligations on the part of Borrower in any of the terms and conditions of the Contract, and no

event has occurred or condition exists which, with the passing of time or giving of notice or both, would constitute an event of default under the Contract.


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IN WITNESS WHEREOF, the undersigned have signed and delivered this Estoppel Certificate under seal (where applicable) or have caused this Estoppel Certificate to be signed and delivered under seal (where applicable) by their duly authorized representative. Where applicable law so provides, the undersigned intend(s) that this Estoppel Certificate shall be deemed to be signed and delivered as a sealed instrument.

AUTHORITY:

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



By: 
Name: Rob Gardner
Title: Chairman

(SEAL)

EXHIBIT A TO ESTOPPEL CERTIFICATE
(Copy of Contract)