
(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: ASSIGNMENT AND ASSUMPTION AGREEMENT

DATE OF DOCUMENT: February 1, 2019

ASSIGNOR: STREETS OF WEST PRYOR, LLC

ASSIGNOR'S MAILING ADDRESS: 7200 W. 132nd Street, Suite 150
Overland Park, KS 66207
Attention: Matt Pennington

ASSIGNEE: PEARL CAPITAL MANAGEMENT, LLC

ASSIGNEE'S MAILING ADDRESS: 919 N. East Street
Indianapolis, IN 46202
Attention: Jeff Tegethoff, Manager

RETURN DOCUMENTS TO: David Martin
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108

LEGAL DESCRIPTION: See **Exhibit A**

REFERENCE DOCUMENT: Lease Agreement dated as of February 1, 2019, notice of which was given by Memorandum of Lease Agreement, recorded with the Jackson County Recorder of Deeds on February __, 2019 as Instrument No. _____.

This cover page is attached solely for the purpose of complying with the requirements stated in §§59.310.2; 59.313.2 Revised Missouri Statutes.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of February 1, 2019 (the “Assignment”), is between **STREETS OF WEST PRYOR, LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the “Assignor”), and **PEARL CAPITAL MANAGEMENT, LLC**, a limited liability company organized and existing under the laws of the State of Indiana (the “Assignee”);

RECITALS:

1. The City of Lee’s Summit, Missouri, is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the “Act”), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the “Ordinance”) authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Streets of West Pryor - Multifamily Apartments Project), Series 2019, in the maximum principal amount of \$[**Principal Amount**] (the “Bonds”), for the purpose of improving certain real property in the City (the “Project Site,” as more fully described on **Exhibit A** hereto), including the construction and improvement of a commercial facility on the Project Site (the “Project Improvements”).

3. Pursuant to the Ordinance, the City has entered into a (a) Lease Agreement (the “Lease”) with the Assignor under which the City has agreed to lease the Project Site and the Project Improvements to the Assignor in consideration of rental payments by the Assignor that will be sufficient to pay the principal of and interest on the Bonds, and pursuant to which Lease the Assignor has agreed to make certain payments in lieu of taxes, and (b) a Bond Purchase Agreement (the “Bond Purchase Agreement,” together with the Lease, the “Bond Documents”) with the Assignor, in its role as “Company” under the Lease and in its role as “Purchaser” under the Bond Purchase Agreement, under which the Assignor has agreed to purchase the Bonds.

4. The Assignor now desires to assign to the Assignee all rights of the Assignor under the Bond Documents, provided that the Assignee shall assume all duties, liabilities and obligations of the Assignor under the Bond Documents (which is also a condition of the City’s consent to this Assignment).

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements contained herein, the Assignor and Assignee do represent, covenant and agree as follows:

1. Assignment. The Assignor hereby assigns to the assignee all rights of the Assignor as “Company” and as “Purchaser” under the Bond Documents.

2. Assumption. The Assignee hereby assumes all duties, liabilities and obligations of the Assignor under the Bond Documents, whether incurred as “Company” or as “Purchaser” thereunder.

3. Bond Issuance. The Bond shall be initially purchased by and registered in the name of the Assignee.

4. Notice Address. The notice address of the Assignee, for purposes of notices to be given to the Company under **Section 1403** of the Trust Indenture relating to the Bonds, is:

Pearl Capital Management
919 N. East Street
Indianapolis, IN 46202
Attention: Jeff Tegethoff, Manager
Email: jeff@pearl-companies.com

With a copy to:

Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
Clayton, Missouri 63105
Attention: David G. Richardson
Email: David.Richardson@huschblackwell.com

5. Severability. If any provision of this Assignment shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

6. Execution in Counterparts. This Assignment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

7. Governing Law. This Assignment shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

8. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank.]

The City of Lee's Summit, Missouri hereby acknowledges and consents to the foregoing Assignment and Assumption Agreement (the "Assignment"). The Assignor under the Assignment is hereby released from further duties, liabilities and obligations under the "Bond Documents" described in the Assignment.

CITY OF LEE'S SUMMIT, MISSOURI

[SEAL]

By: _____
Name: Bill Baird
Title: Mayor

ATTEST:

By: _____
Name: Trisha Fowler Arcuri
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public, appeared **BILL BAIRD**, to me personally known, who, being by me duly sworn, did say that (s)he is the **MAYOR** of the **CITY OF LEE'S SUMMIT, MISSOURI**, and that the seal affixed hereto is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

Assignment and Assumption Agreement
Lee's Summit (Streets of West Pryor - Multifamily Apartments Project)
Series 2019

EXHIBIT A
PROJECT SITE

The following described real estate located in Jackson County, Missouri:

[**INSERT LEGAL DESCRIPTION**]