

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into effective this 9th day of April, 2018, by and between Ameritas Investment Corp, a Nebraska corporation ("Ameritas") and George K. Baum & Company, a Missouri corporation ("GKB").

WHEREAS, Ameritas entered into a written Lease Administration and Verification Agreement (the "Agreement"), dated August 19, 2016, with Jackson County, Missouri (the "County") for Ameritas to provide certain consulting services to the County relating to the ongoing analysis, oversight and administration of the Jackson County, Missouri Special Obligation Refunding Bonds, Series 2014; and

WHEREAS, Ameritas desires to assign and transfer the Agreement to GKB, and GKB desires to assume the Agreement from Ameritas, all as more fully set forth below; and

WHEREAS, the County has been fully informed about and consents to the assignment of the Agreement from Ameritas to GKB;

NOW THEREFORE, in consideration of the above premises, the mutual covenants and agreements stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Agreement. Subject to the terms and conditions of this Assignment, (a) Ameritas does hereby irrevocably assign, transfer and convey unto GKB, its successors and assigns, all of Ameritas' right, title and interest in and to the Agreement; and (b) GKB hereby accepts the foregoing assignment of the Agreement, and hereby assumes all of Ameritas' right, title and interest in and to the Agreement from and after the date of this Assignment.

2. Ameritas and GKB Each Responsible for Own Actions. Notwithstanding any other provisions in this Assignment, Ameritas shall be responsible only for its performance under the Agreement from the date of execution thereof up to the date of this Assignment. Ameritas shall have no liability, obligation or responsibility under the Agreement from and after the date of this Assignment.

Similarly, notwithstanding any other provisions in this Assignment, GKB shall be responsible only for its performance under the Agreement from and after the date of this Assignment. GKB is not assuming and has no liability, obligation or responsibility under the Agreement from and after the date of execution thereof up to the date of this Assignment.


3. Governing Law. This Assignment and all rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri, without reference to conflicts of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

AMERITAS INVESTMENT CORP.

GEORGE K. BAUM & COMPANY

By: 
Printed Name: Scott Keene
Title: Vice President/Managing Director

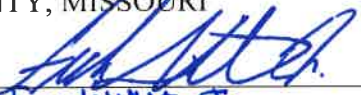
By: 
Printed Name: Matthew Webster
Title: First Vice President

FILED
MAY 04 2018
MARY JO SPINO
COUNTY CLERK


CONSENT TO ASSIGNMENT

The undersigned hereby certifies that he/she has the full power and authority to act, and to execute this consent, on behalf of Jackson County, Missouri. The County hereby consents and agrees to the assignment and transfer of the Agreement from Ameritas to GKB on the terms and conditions described above.

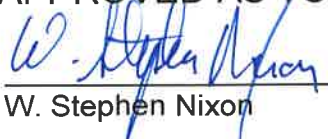
JACKSON COUNTY, MISSOURI

By: 
Printed Name: Frank White, Jr.
Title: Jackson County Executive
Date: _____

ATTEST:


Mary Jo Spino Clerk of the Legislature

APPROVED AS TO FORM


W. Stephen Nixon