

**EXHIBIT 10B**  
**LCRA 3/27/19**

February 27, 2019

Steven D. Hamilton, Chairman  
Land Clearance for Redevelopment Authority  
of Kansas City, Missouri  
1100 Walnut Street, Suite 1700  
Kansas City, Missouri 64106

**Re: Conflict Waiver Letter**  
**Clemons Real Estate, LLC**

Dear Steve:

The purpose of this letter is to set forth the role we will serve as counsel to the Land Clearance for Redevelopment of Authority of Kansas City, Missouri ("LCRA") in connection with active and future redevelopment projects as may be proposed by Clemons Real Estate, LLC, a Missouri limited liability company ("Company"), which currently include:

(1) LCRA Resolution No. 8-3-17 dated August 23, 2017 approving a Redevelopment Contract between LCRA and 6434 Paseo, LLC, an entity wholly owned and controlled by the Company, relating to the rehabilitation of two apartment buildings located at 6434 Paseo containing a total of 45 apartment units. The Redevelopment Contract has not been executed, although LCRA staff believes that the project is moving forward and that the Company's execution is expected soon;

(2) Redevelopment Contract between LCRA and By His Design Real Estate, LLC, an entity wholly owned by controlled by the Company, recorded on June 29, 2017, as Instrument Number 2017E0058379 relating to the rehabilitation of two multi-family buildings located at 1010-1020 Prospect Avenue containing a total of 14 apartment units; and

(3) Redevelopment Contract between LCRA and Old Hyde Park Apartments LLC, an entity wholly owned by controlled by the Company, recorded on October 18, 2016, as Instrument Number 2016E0098095 relating to the rehabilitation of a building located at 3635 Warwick containing 23 apartment units. Collectively, the "LCRA Projects".

Rouse Frets White Goss Gentile Rhodes, P.C. ("Firm") also represents the Company with respect to matters, such as real estate, corporate, and/or other matters, including without limitation, purchase contracts, limited liability company formation, operating agreements, employment agreements, and construction contracts. The Firm is not currently representing the Company or its related entities in connection with the LCRA Projects and will not represent the Company or its related entities in connection with any future LCRA redevelopment projects for so long as the Firm continues to represent LCRA.

Although the LCRA Projects and the Firm's current representation of the Company do not involve directly related matters, the possibility of a concurrent conflict of interest exists because of this Firm's dual representation of the LCRA and the Company.

Missouri Supreme Court Rule 4-1.7 states that "a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if: (1) the representation of one client will be directly adverse to another client; or (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client, or a third person or by a personal interest of the lawyer." The rule further states that "[n]otwithstanding the existence of a concurrent conflict of interest. . . , a lawyer may represent a client if: (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and (4) each affected client gives informed consent, confirmed in writing.

Because this Firm has ethical duties to both LCRA and the Company, we must condition continuing representation of LCRA upon LCRA and the Company waiving any actual or potential concurrent conflict of interest as to our representation of LCRA and the Company regarding these matters.

To the extent that an actual or potential concurrent conflict of interest exists, we reasonably believe that our representation of LCRA will not be materially limited by our responsibilities to the Company. We also reasonably believe that we may continue to provide competent and diligent representation to LCRA and the Company. Finally, our continued representation of LCRA is neither prohibited by law and nor does it involve the assertion of a claim by one client against another current client.

If, however, circumstances change and (a) our representation of the Company becomes materially limited by our responsibilities to LCRA and the Company revokes in writing its waiver granted by separate letter; (b) our representation of LCRA becomes materially limited by our responsibilities to the Company and LCRA revokes in writing its waiver granted by this letter; or (c) if a claim or action is filed by LCRA against the Company or by the Company against LCRA pertaining to the matters referenced in this letter, we will withdraw as counsel to the LCRA and the Company in connection with such matters.

The LCRA acknowledges that this Firm in the future may represent the Company in other matters unrelated to the LCRA Projects and any future LCRA redevelopment projects, so long as they do not conflict with this Firm's representation of the LCRA and the Company represents itself or is represented by other counsel in connection with any requested LCRA tax incentives or redevelopment services.

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If this continuing representation of LCRA as stated above is acceptable and you are freely willing to waive any actual or potential concurrent conflict of interest, please indicate by signing this letter and returning it to us. With this exception, terms of representation in regard to this matter will continue in conjunction with the terms of our engagement with LCRA.

Yours very truly,



Brian E. Engel

BEE/arc

ACCEPTED AND AGREED TO THIS \_\_\_\_\_ day of February, 2019.

Land Clearance for Redevelopment Authority of Kansas City, Missouri

By: \_\_\_\_\_  
Steven D. Hamilton, Chairman

ATTEST:

\_\_\_\_\_  
Greg Flisram, Secretary