

EXHIBIT 6A
LCRA 12/9/20



**Proposals for the
Development of a Multifamily Project
13501 Holmes Road
Martin City-Urban Renewal Area**

November 29, 2020

one original and five (5) copies of the Redevelopment Proposal.

November 29, 2020

Dan Moye
Executive Director
Land Clearance for Redevelopment Authority (LCRA)
300 Wyandotte Street, Suite 400,
Kansas City, MO 64105

Director Moye and LCRA Board Members:

Thank you for the opportunity to respond to the Development of a Multifamily Project 13501 Holmes Road RFP. The development team of Christie Development Associates (Martin City Partners, LLC) and partners Miller Commerce are currently under contract on the 18.5 acre site and are need the assistance the Land Clearance for Redevelopment Authority's assistance in making this multi-phase project a reality.

The development team for this project consists of Christie Development Associates and Miller Commerce. Christie Development Associates are located locally in Kansas City and has over 40 years of real estate development experience specializing in large scale retail development. Christie Development Associates has been one of the foremost leaders in TIF, TDD and CID financing projects in both Kansas and Missouri. Springfield, MO based Miller Commerce has been in the real estate development since 1986 with a focus on multi-family properties of all types. Miller Commerce has vast experience with public and private incentives such as historic and low-income tax credits, tax increment financing, Brownfields tax credits, tax abatements and LEED certification.

The proposed redevelopment, on the attached Exhibit A-1 - Project Boundary Map and Exhibit A-2 – Legal Description is generally located at the southeast corner of East 135th Street and Holmes Road in the Martin City neighborhood of Kansas City, Missouri. The \$44.1 million project consists of 18.5 acres that will be developed in two phases:

- Phase 1 consists of 180 multifamily units in eight three-story structures, plus a tenant amenity center; and
- Phase 2 consists of 19,500 square feet (SF) of ground floor retail space in three standalone buildings with 23 second-story loft-style multifamily units.

The Martin City neighborhood has recently experienced an increase in retail and other commercial development along with streetscape and public space improvements along its main retail corridor on East 135th Street. However, there has been little to no new multifamily residential development over the past two decades.

We are seeking a standard abatement request that complies with the CAPS ordinance, as well as a sale lease back for Sales Tax Exemption on Construction Materials (STECM). The project is not feasible without this assistance and has been supported by the LCRA's third party analyst, SB Friedman.

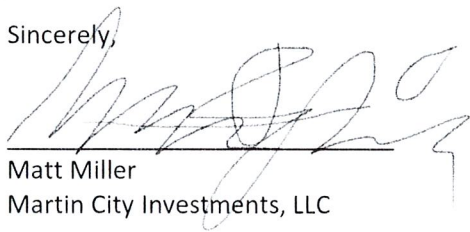
In completing this redevelopment we are committed to achieving the common goals outlined by the LCRA:

- Acquisition and redevelopment of the subject property to construct the Project.

- Compliance with the terms and provisions of the Martin City Urban Renewal Plan, the LCRA Workable Program, and LCRA policies and procedures.
- Compliance with the LCRA's Standardized Relocation Policy, if applicable.
- Compliance with the LCRA's Affirmative Action Process -subject to applicable federal, state and/or local affirmative action regulations, requirements, guidelines, and procedures.

As stated this project is not feasible without public private assistance and during these unprecedented times during this pandemic, the development is speculative and there are many project contingencies. We are optimistic of getting your support, which is a crucial step in completing the vision and moving forward on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Miller', is written over a horizontal line. The signature is stylized and cursive.

Matt Miller
Martin City Investments, LLC

EXHIBITS

Exhibit A – 1 Project Boundary

Exhibit A – 2 Legal Description of the Properties to be Redeveloped

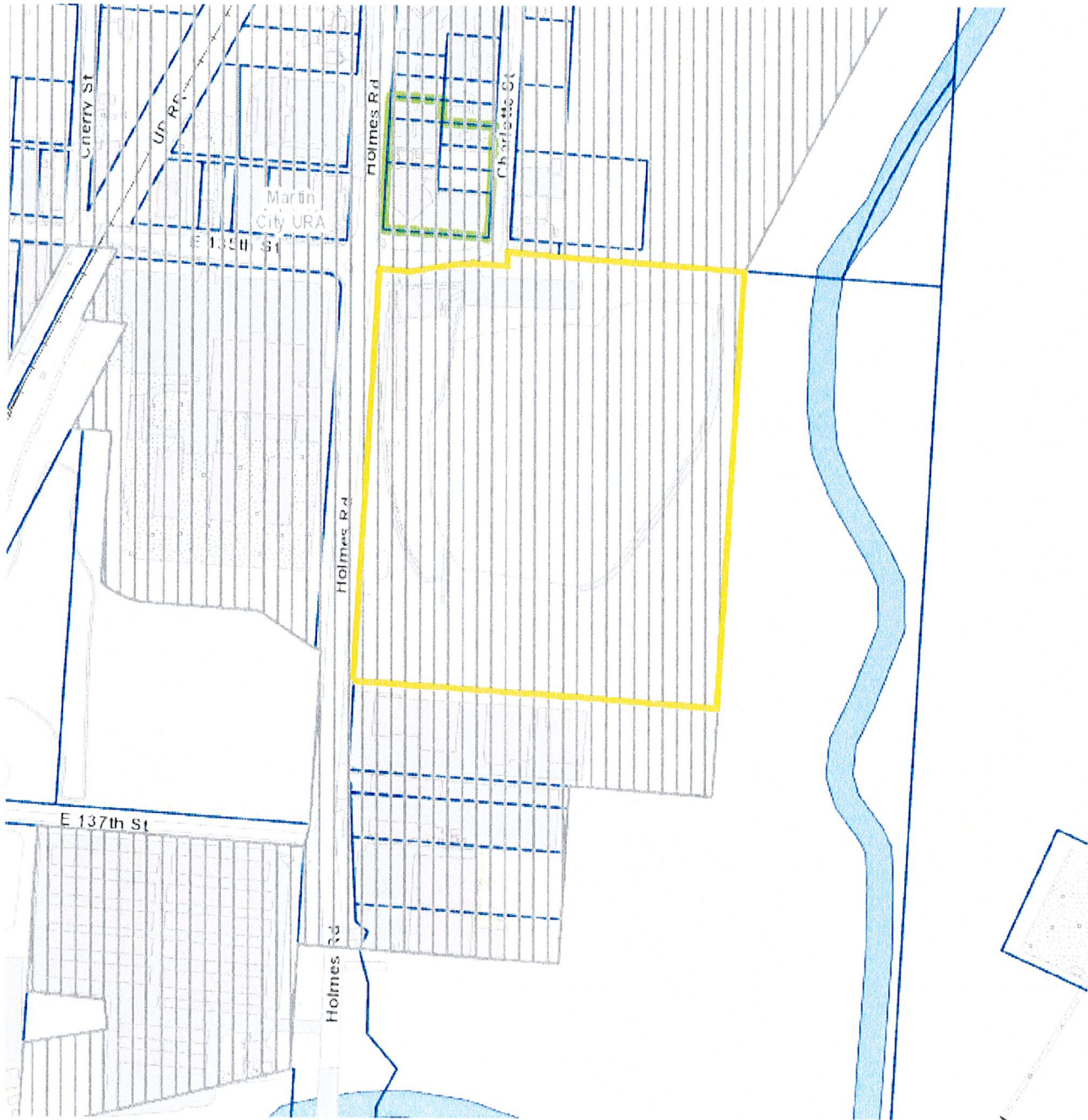
Exhibit B- 1 Articles of Incorporation or Partnership Agreement

Exhibit B- 2 Bylaws (if applicable)

Exhibit B- 3 Current Members of the Board or Partners

Exhibit C- Letters of Support

**Exhibit A - 1
Project Boundary**



13501 Holmes Road

Exhibit A – 2
Legal Description of the Properties to be Redeveloped

Parcel ID: 66-200-04-54-00-0-00-000

Legal Description: 13501 HOLMES RD - NE 1/4 SE 1/4 SEC 20 47 33 N 30 AC SD 1/4 1/4 EXC E 450 FT & EXC PRT IN ST, all lying situate in Kansas City, Jackson County, Missouri.



MEMO

To: Bob Long, Economic Development Corporation of Kansas City
From: SB Friedman Development Advisors
Date: October 30, 2020

RE: Updated Preliminary Financial Review – 135th & Holmes Development (Phase 1)

SB Friedman Development Advisors (SB Friedman) was engaged by the Economic Development Corporation of Kansas City (EDCKC) to conduct an updated preliminary financial review of a proposed redevelopment located at the southeast corner of East 135th Street and Holmes Road in the Martin City neighborhood of Kansas City, Missouri (the "Site"). The \$44.1 million project consists of the demolition of existing structures and two phases of development (the "Project"):

- **Phase 1** consists of 180 multifamily units in eight three-story structures, plus a tenant amenity center; and
- **Phase 2** consists of 19,500 square feet (SF) of ground floor retail space in three standalone buildings with 23 second-story loft-style multifamily units.

The Project will be developed by Martin City Partners, LLC, a single-purpose entity affiliated with Kansas City-based retail developer Christie Development Associates, and Martin City Investments, LLC, a single-purpose entity affiliated with two Springfield, MO-based companies, Miller Commerce and TLC (collectively, the "Developer").

In December 2019, SB Friedman delivered a memo to EDCKC with our conclusions and recommendations regarding an earlier iteration of the Project. The Developer has since modified Project characteristics, costs, operating assumptions, and its request for public assistance. A key adjustment is an increase in the Project budget from \$36.7 million to \$44.1 million. Upon review of the updated information, SB Friedman and EDCKC determined that there is insufficient information available at this time regarding the updated Phase 2 assumptions. Therefore, our review focuses only on Phase 1. It is our understanding that the Developer will be submitting a Phase 2 request for assistance at a later date.

The Developer indicated that Project feasibility is challenged due to topographic issues that require significant site work, environmental remediation of a blighted former gas station, and residential rents in an unproven submarket that do not support the cost of new construction. Therefore, the Developer is requesting the following public assistance through EDCKC for Phase 1:

- 75% abatement of property taxes (above current taxes) generated by the Project for 10 years; and
- Sales tax exemption on construction materials (STECM).

This request reflects an increased level of assistance relative to our recommendations from the December 2019 review.

This memorandum includes a review of the following:

- Project characteristics
- Development budget
- Proposed sources of financing
- Pro forma assumptions and 10-year cash flow
- Need for requested financial assistance

Our analysis indicates that the full amount of requested assistance appears necessary for the revised Phase 1 Project, as presented, to be financially feasible. Our full recommendations are provided in more detail in the **Conclusions and Recommendations** section of this memo.

Project Characteristics

The Site consists of a single 18.5-acre parcel located on the southeast corner of East 135th Street and Holmes Road in the Martin City neighborhood in far southern Kansas City. The Site was formerly home to a golf course and gas station and is currently occupied by the operator of a paintball field. The Martin City neighborhood has recently experienced an increase in retail and other commercial development along with streetscape and public space improvements along its main retail corridor on East 135th Street. However, there has been little to no residential development over the past two decades. While the Site is located approximately 15 miles south of downtown Kansas City, it is within 10 miles of the major suburban population and employment centers of Lee's Summit, MO and Overland Park, KS and 6.5 miles south of the Cerner campus, a regional employment hub.

Christie Development Associates (Martin City Partners, LLC) acquired the Site in July 2018 for \$1.16 million and executed a purchase and sale agreement in August 2019 to sell a portion of the Site to Martin City Investments, LLC for \$1.5 million. The structure of the development partnership is discussed further on the following page. The Developer intends to demolish the existing blighted properties on the Site and construct a total of 180 multifamily units as part of Phase 1. The development program includes:

- ±176,200 SF of rentable residential space accommodating 180 walk-up multifamily units across eight structures, plus a 3,400 SF tenant amenity center; and
- ±242-245 surface parking spaces to serve both Phases 1 and 2.

The Phase 1 multifamily project will be highly amenitized, with a pool, gym, basketball court, dog washing station, and common areas in a centralized amenity center.

The Project will require the extension of East 135th Street eastward to provide vehicular access and circulation to the eastern extent of the Site. The Developer indicated that the City of Kansas City has allocated funds for this extension, which is not included in the Phase 1 Project costs. **Figure 1** includes the Project site context, and **Figure 2** includes a conceptual site plan of the Project as prepared by ACI Boland Architects. The site plan in **Figure 2** reflects the site configuration from our December 2019 review; however, the Developer has indicated that minor changes to building configuration and street frontage have been made to accommodate additional circulation requirements. An updated site plan diagram is not currently available.

PROJECT SCHEDULE

Per the Developer, site work for the Project will begin in January 2021 following the closing of the land sale and construction loan, with vertical construction beginning in August 2021. The 18-month construction period for Phase 1 of the Project will conclude in February 2023, with occupancy commencing in February 2023.

Figure 1. Project Site

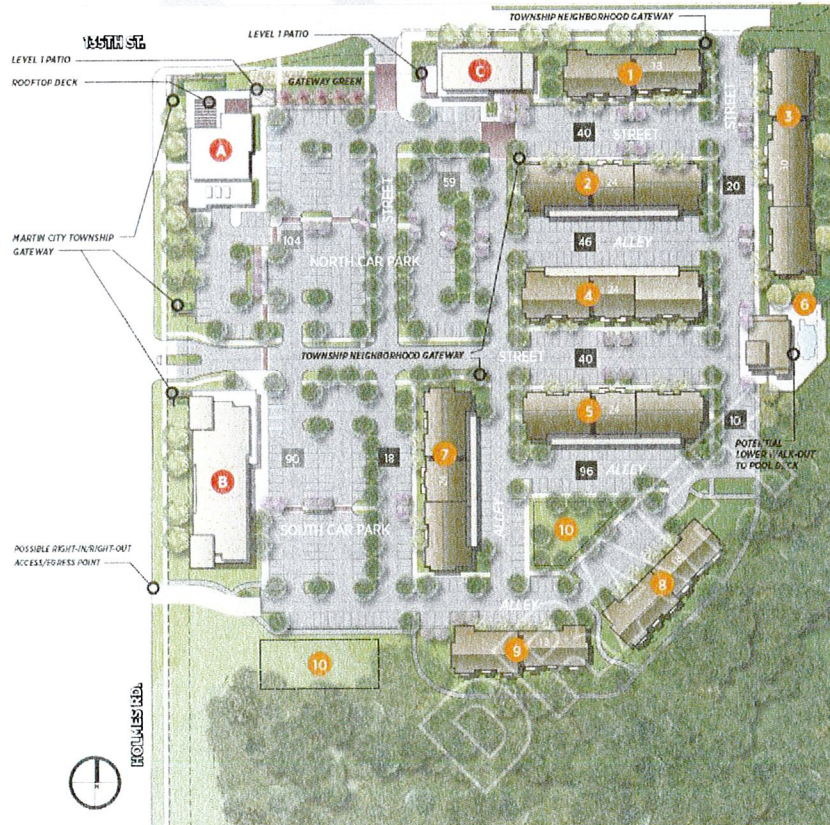


Source: Google Maps, SB Friedman

Figure 2. Project Site Plan

SITE CONCEPT

- TOWNSHIP VILLAGE**
- A** GATEWAY RESTAURANT
 - B** TOWNSHIP LOFTS & RESTAURANT
 - C** TOWNSHIP STUDIOS & RESTAURANT
- TOWNSHIP NEIGHBORHOOD**
- 1** TOWNSHIP HOMES (+18 UNITS)
 - 2** TOWNSHIP HOMES (+34 UNITS)
 - 3** TOWNSHIP HOMES (+50 UNITS)
 - 4** TOWNSHIP HOMES (+24 UNITS)
 - 5** TOWNSHIP HOMES (+24 UNITS)
 - 6** TOWNSHIP AMENITY CENTER (+3,400 SF)
 - 7** TOWNSHIP HOMES (+24 UNITS)
 - 8** TOWNSHIP HOMES (+18 UNITS)
 - 9** TOWNSHIP HOMES (+18 UNITS)
 - 10** OPTIONAL PUPPY PARK
- TOWNSHIP NEIGHBORHOOD HOMES REFLECT 3-LEVEL MULTIFAMILY FORMAT



Christie
Development
Associates, LLC



**MARTIN CITY
TOWNSHIP**
CONCEPT SUPPLEMENTARY ILLUSTRATIVE
MATERIAL INTENDED FOR DESIGN AND
MARKETING PURPOSES ONLY



Source: Martin City Partners, LLC and ACI Boland Architects

DEVELOPER PARTNERSHIP STRUCTURE

It is our understanding that Christie Development Associates purchased the Site in 2018 and transferred ownership to a single purpose entity – Martin City Partners, LLC. Martin City Partners, LLC intended to develop the 135th Street and Holmes Road frontages with retail space and sought a partner to develop the remainder of the Site as residential. After marketing the Site, Martin City Partners, LLC entered into a purchase and sale agreement with the unrelated entity Martin City Investments, LLC (Miller Commerce and TLC) for the residential portion of the Project. Phase 1 of the Project will be undertaken by Martin City Investments, LLC. Martin City Partners, LLC will contribute its land sale proceeds to the Phase 1 project, thereby becoming an investor in Phase 1.

Developer Pro Forma Assumptions

SB Friedman reviewed the EDCKC application and supplemental materials submitted by the Developer and engaged the Developer in subsequent conversations to obtain additional information and clarifications to best understand the underlying Project assumptions. The Developer provided the following documents for review:

- EDCKC Redevelopment Project Application;
- Map of Project Site;
- Illustrative Project Site concept and elevation drawings prepared by ACI Boland Architects;
- Proposed Project timeline, revised as of September 22, 2020;
- Market study prepared by Novogradac & Company, dated June 2019;
- Schematic drawings and executive summary for Township 28, a comparable project recently completed by TLC in Springfield, MO;
- Letter of interest from Great Southern Bank expressing willingness to consider financing the Project;
- Executed purchase and sale agreement for the original purchase of the Site by Christie Development Associates, dated September 15, 2017;
- Purchase and sale agreement for the transfer of the Phase 1 land from Martin City Partners, LLC (a single-purpose entity affiliated with Christie Development Associates) to Martin City Investments, LLC (Miller Commerce and TLC), dated August 2, 2019;
- 10-year pro forma including development budget, funding sources, cash flow (income and expenses) and other Project assumptions (for both full assistance and no assistance scenarios) dated September 9, 2020;
- Detailed site preparation and construction cost estimates from Kansas City-based Centric, dated August 4, 2020; and
- Property tax projections and assumptions.

PROJECT BUDGET

Figure 3 presents a summary of Phase 1 total development costs (TDC) from the Developer's pro forma, with detailed development costs presented in **Table 1B** in **Appendix B**. Construction cost estimates were prepared by Kansas City-based construction company Centric and are dated August 4, 2020.

SB Friedman evaluated the Developer's budget line items on a per SF basis, and as a percentage of TDC where appropriate, using benchmarks from comparable Kansas City projects, industry data and SB Friedman's prior experience. Key findings from our review of the Phase 1 Project budget are outlined below.

Figure 3. Phase 1 Project Budget Summary and Benchmarks

Uses/Development Costs [1]	Developer Budget			Benchmark or Notes [2]	Key Line Item
	\$	% of TDC	\$/SF		
Acquisition Costs	\$1,200,000	3.6%	\$2 [3]	±\$2-3 [3]	☒
Site Preparation Costs	\$1,517,175	4.6%	\$3 [3]	±\$4 [3]	☒
Hard Construction Costs	\$27,113,092	82.1%	\$145	\$140-160	☒
Soft Costs	\$1,035,047	3.1%	\$6	[4]	
Financing Costs	\$1,015,765	3.1%	\$5	[4]	
Developer Fees	\$826,941	2.7% [5]	\$4	3-4% [5]	
Reserves and Other Costs	\$300,000	0.9%	\$2	[4]	
TOTAL DEVELOPMENT COSTS	\$33,008,020	100.0%	\$176	\$161-238	
Less STECM	(\$788,016)				
TDC AFTER STECM	\$32,220,004		\$172		

[1] Costs reflect budget provided by Developer dated 8/4/2020

[2] Based on data from comparable Kansas City projects and SB Friedman project experience

[3] Value/SF of land

[4] Within benchmark range

[5] % of TDC, net of acquisition

Source: Martin City Partners, LLC and SB Friedman

- Land Acquisition.** A portion of the original Site acquisition price of \$1.5 million has been allocated to the Phase 1 Project based on its proportion of total land area. The Phase 1 acquisition costs total \$1.2 million or approximately \$2/SF of land. The Developer provided a purchase and sale agreement dated August 2, 2019 confirming the transfer of the property from Martin City Partners, LLC to Martin City Investments, LLC. This is essentially the transfer of the Site from a single-purpose affiliate of Christie Development Associates to a single-purpose affiliate of Miller Commerce and TLC. Given that there is no previous relationship between the entities, this is akin to an arm's length transaction, despite Martin City Partners, LLC contributing the land sale proceeds resulting from the transaction as equity.

The Developer indicated that no as-is appraisal was conducted for the transfer of land; however, Christie Development Associates acquired the property for \$1.15 million in September 2017 through an open market transaction and actively marketed the Site to third party partners. The Developer indicated that they received multiple bids for the Site before advancing this proposal.

SB Friedman evaluated the proposed acquisition price, on a per SF of land basis, based on recent sales of comparable sites in the Kansas City metro area using data from Real Capital Analytics. Over the last four years, sales of comparable greenfield parcels that are less than 30 acres and have been developed as residential ranged from \$2.56-2.67/SF of land. The Developer indicated that the relative discount for Phase 1 reflects the significant site prep and blight remediation that needs to occur prior to development. Therefore, while the site acquisition may be discounted from similar sales, it does not appear to fully reflect the costs to the Developer of preparing the site and remediating blight. Furthermore, the site prep budget has increased since our December 2019 review without any further adjustment to the land acquisition price.

- Site Preparation Costs.** Based on cost estimates from Centric, the Developer budgeted approximately \$3/SF of land in site prep costs (4.6% of TDC). The Developer indicated that site prep costs include grading, terracing to accommodate the sloped Site, and environmental remediation of the former gas station on the Site. Site prep costs have increased compared to the original submission, which were originally approximately \$660,000 lower for Phase 1. The Developer indicated that the increase is due to additional work required to properly redevelop the blighted site. Site preparation costs can be difficult to benchmark due to varying site conditions;

however, site prep costs for comparable projects in Kansas City average \$4/SF of land. Therefore, these costs appear reasonable.

- **Hard Construction Costs.** Hard costs are based on a detailed construction estimate from Centric. The Developer is assuming \$27.1 million in hard costs, including contingency. This amounts to approximately \$145/gross SF of building. Hard construction costs for similar stick-built multifamily projects in Kansas City reviewed by SB Friedman range from \$140-160/ gross SF; therefore, the Developer's assumptions appear reasonable.

The Developer's remaining cost assumptions, including soft costs, financing costs, and developer fees all appeared reasonable relative to comparable projects and benchmarks.

FINANCING SOURCES

Figure 4 presents anticipated financing sources for the Project, which are expected to include a mix of conventional debt and equity. Financing assumptions are described below in further detail.

Figure 4. Preliminary Financing Sources (After STECM)

Sources/Development Financing [1]	Developer Sources		Benchmark or Notes [2]
	\$	% of TDC	
Conventional Debt	\$22,554,003	70.0%	65-75%
Cash Equity	\$9,666,001	30.0%	25-35%
TOTAL SOURCES	\$32,220,004	100.0%	

[1] Costs reflect budget provided by Developer, dated 8/4/2020

[2] Based on industry data, data from comparable Kansas City projects and SB Friedman project experience

Source: Martin City Partners, LLC and SB Friedman

- **Conventional Debt.** The Developer provided a letter of interest from Great Southern Bank, a lender that has financed several of TLC's past projects and indicated that the lender is still intending to finance the Project as of October 2020. Anticipated loan terms are based on recent transactions with Great Southern Bank and preliminary conversations. The Developer is assuming conventional debt of 70% loan-to-cost (LTC) with a 25-year amortization. These assumptions appear reasonable relative to the current financing market and comparable projects reviewed by SB Friedman in Kansas City. The Developer is assuming an interest rate of 4.5%. The interest rate is somewhat lower than other recent projects, reflecting the historically low cost of funds; the actual rate is likely to shift at the Project moves into Great Southern's formal underwriting process.
- **Cash Equity.** Equity is estimated to account for 30% of Project sources. The Developer indicated that principals from Christie Development Associates will contribute a portion of the \$1.5 million land sale proceeds as equity. The remaining equity will be provided by TLC. No specific return requirements were provided for any of the anticipated equity investors.

CASH FLOW ASSUMPTIONS

SB Friedman evaluated the Developer's cash flow assumptions relative to market comparables and recent projects in Kansas City. SB Friedman also reviewed the third-party market study prepared by Novogradac & Company which provided additional market data, though the market study was prepared more than a year ago, in June 2019.

Key assumptions from the Developer's pro forma are outlined below. Rents and revenues are expressed in 2023 dollars to reflect the first year of Project operations.

- Multifamily Rents.** The Project consists of larger, walk-up multifamily units in a suburban typology. This would be the first new construction multifamily product in the Martin City neighborhood since the Coach House project was constructed in 1982 approximately 2.6 miles to the north of the Site. Units are a mix of studio, 1-bed, 2-bed, and 3-bed units with an average unit size of 979 SF. The Developer is assuming average rents of \$1.43/SF at construction completion in Year 2023. Rents appear to reflect a 50% premium over the older existing product in Martin City. The Novogradac study evaluated the proposed unit mix, amenities, and rents on a per SF and chunk basis compared to a set of selected regional comparables. The Project appears to be most comparable in terms of unit mix, amenities and adjacencies to the Residences at New Longview in Lee's Summit, MO, which has average rents of \$1.56/SF and Villa Milano in Leawood, KS, which has average rents of \$1.57/SF, both escalated by 2%/year to 2023 dollars. Both comparable projects have higher per SF rents and larger unit sizes, which indicates that the Phase 1 Project rents may be somewhat conservative.

Figure 5. Market Comparables: Walk-up Style Apartments

Project Name	Location	Year Built	# of Units	% Vacant	Average Unit Size	Average Rent (2023)	Average Rent/SF (2023)
135th and Holmes	Kansas City, MO	2023	180	-	979	\$1,402	\$1.43
Residences at New Longview	Lee's Summit, MO	2015	309	6%	1,006	\$1,572	\$1.56
Villa Milano	Leawood, KS	2015	290	0%	1,132	\$1,778	\$1.57
Residences at Prairiefire	Overland Park, KS	2014	426	6%	1,042	\$1,422	\$1.36
Summit Square	Lee's Summit, MO	2017	308	4%	998	\$1,408	\$1.41

Source: CoStar, Martin City Partners, LLC, Novogradac & Company and SB Friedman

The Developer is assuming a 2% annual rent escalation, which is in line with the 2-3% assumption typically observed by SB Friedman for other projects in Kansas City and is consistent with the Developer's annual inflation factor for operating expenses.

- Absorption and Vacancy.** The Developer assumes 50% occupancy during Year 1 of operations, and full occupancy by Year 2. The stabilized vacancy rate thereafter is 5%, consistent with standard underwriting assumptions.
- Operating Expenses.** The Developer's pro forma includes Year 1 operating expenses of \$4.20 per rentable SF (year 2023), net of property taxes, or $\pm 27\%$ of gross residential revenues. SB Friedman benchmarked the Developer's assumption against industry data and previous projects reviewed by SB Friedman in Kansas City and identified a benchmark range of 22-31% of gross revenues. Therefore, the Developer's operating expense assumption, while on the high end of the range, appears reasonable. Expenses at the high end of the range are likely attributable to the lower residential rents relative to comparable projects.

The Developer is assuming 2% annual inflation in operating expenses, which is within the 2-3% range typically observed by SB Friedman in Kansas City and matches the revenue escalation rate.

- Property Tax Assumptions.** The Developer is assuming unabated property taxes of \$384,979 at completion. The Developer estimated property taxes using an assessed value per unit assumption of \$23,063 based on a comparable apartment project. It is outside SB Friedman's scope of services to estimate assessed value or property taxes; therefore, the Developer's projections were forwarded to EDCKC for review, who indicated that the Developer's assumptions appear reasonable.

The Developer did not reflect the base property tax value in their abatement calculation, so SB Friedman adjusted the Developer's calculation to include current base property taxes for the Site. SB Friedman allocated base property taxes to the Phase 1 Project based on the percentage of total land area that the Phase 1 Project will occupy.

- **Reversion Calculation.** The Developer derived Year 10 reversion proceeds by applying a 6.5% cap rate to Year 11 NOI plus a 3% cost of sale. A 6.5% cap rate appears appropriate given current benchmarks for similar Kansas City multifamily properties as reported by Real Estate Research Corporation (RERC).

Need for Financial Assistance

SB Friedman analyzed the Project's need for financial assistance under two scenarios:

1. **Without Assistance.** This scenario assumes the Project will not receive any assistance.
2. **With Full Requested Assistance.** This scenario assumes the full requested property tax abatement (above current predevelopment taxes) is provided at 75% for years 1-10; and a sales tax exemption on construction materials (STECM).

SB Friedman typically uses one or more of the following return metrics to evaluate the need for public assistance:

1. **Unleveraged Internal Rate of Return (IRR).** This is the rate of return or discount rate for a project, accounting for initial expenditures to construct the Project and ongoing cash inflows (annual net operating income [NOI] before debt service), as well as a hypothetical sale of the Project at the end of the analysis period.
2. **Stabilized Yield on Cost.** This metric is calculated by dividing NOI before debt service in the first year of stabilized operations by total project costs and is an indicator of the annual overall return on investment for the Project.
3. **Leveraged Internal Rate of Return.** This is the annualized rate of return the Project's equity investors would be projected to realize over their full investment period, including an assumed hypothetical sale of the Project at the end of the analysis period.
4. **Stabilized Cash on Cash Return.** This metric indicates the annual cash return to equity investors once the Project reaches stabilization and is calculated by dividing net cash flow (after debt service) in a given year by the total initial equity investment.

SB Friedman evaluated the Project's need for assistance using primarily the stabilized yield on cost and unleveraged internal rate of return metrics, which evaluate overall Project feasibility and ability to secure financing rather than returns to specific investors. This is our typical approach when financing terms have not been confirmed. Our analysis incorporates the Developer's projections of future property taxes, which have been reviewed and accepted by EDCKC.

SB Friedman made the following adjustment to the Developer's original pro forma for the purpose of evaluating the Project's need for assistance:

- **Property Tax Abatement Calculation.** The Developer did not account for base property taxes in their abatement calculation. SB Friedman revised the Developer's calculations to include the base value as reported

in the Jackson County tax parcel viewer and allocated the base value to the Phase 1 Project based on the percentage of total land area that the Phase 1 Project will occupy.

A summary of the financial returns analysis is presented in **Figure 6** below and in further detail in **Appendix Tables 2B-3B**. SB Friedman estimates that the Project would generate a stabilized yield on cost of 5.3% and an unleveraged IRR of 5.0% without assistance. These metrics are both below the typical market return ranges. Typically, a Project of this type would be expected to achieve a yield on cost between 6.0-7.0% and an unleveraged IRR between 7.0-8.0%. With the full amount of requested assistance, the stabilized yield on cost increases to 6.3% and the unleveraged IRR increases to 6.1%. The 6.3% yield on cost is within an appropriate range for a project of this type; the unleveraged IRR falls below the typical benchmark range, due to the relatively low rents and modest revenue escalation assumption.

Figure 6. Estimated Project Returns

Returns Metric	No Assistance	Full Requested Assistance	Industry Benchmark [1]
Stabilized Yield on Cost	5.3%	6.3%	6.0-7.0%
Unleveraged IRR	5.0%	6.1%	7.0-8.0%
Undiscounted Value of Total Assistance		\$3,551,000	
Discounted Value of Assistance [2]		\$2,732,000	
Discounted Value as a Percent of TDC		8.5%	
Undiscounted Property Tax Collections by Taxing Districts over the 25-Year Analysis Period		\$8,014,000	

[1] Per SB Friedman experience, RERC and recent Kansas City projects

[2] Assumes 6.5% discount rate

Source: Martin City Partners, LLC and SB Friedman

Conclusions and Recommendations

As presented above, the Project does not appear to meet market-acceptable rates of return without public assistance and will likely require the full degree of assistance to proceed:

- 75% abatement of property taxes (above current taxes) generated by the Project for 10 years; and
- Sales tax exemption on construction materials (STECM).

Per the Developer, the need for assistance is driven by site preparation costs, the need to remediate blight associated with a former gas station, and achievable rents in an unproven residential market. The results of our analysis indicate that the Project's need for assistance is primarily driven by the Developer's revenue assumptions, as other assumptions are largely within benchmark ranges.

As indicated above, the rent assumption of \$1.43/SF appears conservative and is at the low end or below comparable product, especially given the high level of amenities. Comparable multifamily properties in the nearby suburban submarkets of Lee's Summit, MO and Leawood, KS have very high occupancy rates and command rents that exceed those currently proposed by the Developer. SB Friedman conducted a rent sensitivity analysis to evaluate the impact to the Project's financial returns if rents were increased from \$1.43/SF to \$1.50/SF in Year 1, to better align with comparable projects. The increased revenue generation results in a stabilized yield on cost of 6.7%, which is at the higher end, but does not exceed the benchmark range of returns with the full amount of assistance.

While development costs are within the benchmark range of comparable projects, the costs for the Phase 1 Project increased since our prior review in December 2019 (from \$29.4 million to \$33.0 million before STECM). With the increase in development costs, the Project's need for assistance has also increased relative to our prior conclusions. Therefore, we recommend that EDCKC consider a construction cost true-up where the Developer provides the Project's final construction budget and owners' sworn statements upon completion of the Project. Should the final documentation result in lower total development cost than currently assumed, assistance could be adjusted to a level in which the Project achieves rates of return in line with the returns outlined above.

DRAFT

Appendix A

LIMITATIONS OF OUR ENGAGEMENT

Our deliverable is based on estimates, assumptions and other information developed from research of the market, knowledge of the industry, and meetings/teleconferences with the Economic Development Corporation of Kansas City and the Developer during which we obtained certain information. The sources of information and bases of the estimates and assumptions are stated in the deliverable. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our deliverable, and the variations may be material.

The terms of this engagement are such that we have no obligation to revise analyses or the deliverable to reflect events or conditions that occur subsequent to the date of the deliverable. These events or conditions include, without limitation, economic growth trends, governmental actions, changes in state statute, additional competitive developments, interest rates, and other market factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Our deliverable is intended solely for your information, for purposes of reviewing a request for financial assistance, and is not a recommendation to issue bonds or other securities. The deliverable should not be relied upon by any other person, firm or corporation, or for any other purposes. Neither the deliverable nor its contents, nor any reference to our Firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan, or other agreement or document intended for use in obtaining funds from individual investors without our prior written consent.

We acknowledge that upon submission to EDCKC, the deliverable may become a public document within the meaning of the Missouri Sunshine Law. Nothing in these limitations is intended to block the disclosure of the documents under such Act.

Appendix B

Figure 1B. Project Detailed Development Costs

Uses/Development Costs	Developer Budget		
	\$	% of TDC	\$/Land SF
Acquisition Costs			
Land acquisition costs	\$1,200,000	3.6%	\$2.14
Total Acquisition Costs	\$1,200,000	3.6%	\$2.14
Site Preparation Costs			
Site preparation costs	\$1,517,175	4.6%	\$2.70
Total Site Preparation Costs	\$1,517,175	4.6%	\$2.70
Hard Construction Costs			
Project construction costs	\$27,113,092	82.1%	
Total Hard Construction Costs	\$27,113,092	82.1%	\$144.78
Soft Costs			
Project soft costs	\$1,035,047	3.1%	
Total Soft Costs	\$1,035,047	3.1%	\$5.53
Financing Costs			
Project financing costs	\$1,015,765	3.1%	
Total Financing Costs	\$1,015,765	3.1%	\$5.42
Developer Fees			
Developer fee	\$826,941	2.5%	
Total Developer Fees	\$826,941	2.5%	\$4.42
Reserves and Other Costs			
Operative reserves	\$300,000	0.9%	
Total Reserves and Other Costs	\$300,000	0.9%	\$1.60
TOTAL DEVELOPMENT COSTS	\$33,008,020	100.0%	\$176.26
Sales Tax Exemption Reimbursement	(\$788,016)		
TDC NET OF SALES TAX EMEPTION REIMBURSEMENT	\$32,220,004		\$172.05

Source: Martin City Partners, LLC and SB Friedman

Figure 2B. Project Cash Flow Pro Forma: No Assistance

	STABILIZATION										
	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
NO ASSISTANCE											
Development Sources											
Conventional Debt											
Cash Equity	-\$23,105,614										
Net Operating Income		\$866,484	\$1,732,967	\$1,775,326	\$1,810,833	\$1,854,903	\$1,892,001	\$1,937,852	\$1,976,609	\$2,024,312	\$2,064,798
Reversion Proceeds (Year 10)											\$31,553,778
TOTAL		\$866,484	\$1,732,967	\$1,775,326	\$1,810,833	\$1,854,903	\$1,892,001	\$1,937,852	\$1,976,609	\$2,024,312	\$33,618,576
Development Uses											
Debt Service		\$770,571	\$1,541,142	\$1,541,142	\$1,541,142	\$1,541,142	\$1,541,142	\$1,541,142	\$1,541,142	\$1,541,142	\$1,541,142
Debt Repayment (Year 10)											\$17,175,919
Equity Distribution		\$95,913	\$191,825	\$234,184	\$269,691	\$313,761	\$350,859	\$396,710	\$435,467	\$483,170	\$14,901,514
TOTAL		\$866,484	\$1,732,967	\$1,775,326	\$1,810,833	\$1,854,903	\$1,892,001	\$1,937,852	\$1,976,609	\$2,024,312	\$33,618,576
Debt Coverage Ratio		1.12	1.12	1.15	1.17	1.20	1.23	1.26	1.28	1.31	1.34
Unleveraged Cash Flow - No Assistance											
Total Project Costs											
Net Operating Income		\$866,484	\$1,732,967	\$1,775,326	\$1,810,833	\$1,854,903	\$1,892,001	\$1,937,852	\$1,976,609	\$2,024,312	\$2,064,798
Reversion Proceeds (Year 10)											\$31,553,778
TOTAL		\$866,484	\$1,732,967	\$1,775,326	\$1,810,833	\$1,854,903	\$1,892,001	\$1,937,852	\$1,976,609	\$2,024,312	\$33,618,576
Annual Yield on Cost		2.6%	5.3%	5.4%	5.5%	5.6%	5.7%	5.9%	6.0%	6.1%	6.3%
Unleveraged IRR											
Leveraged Cash Flow - No Assistance											
Equity Contribution											
Equity Distribution		\$95,913	\$191,825	\$234,184	\$269,691	\$313,761	\$350,859	\$396,710	\$435,467	\$483,170	\$14,901,514
TOTAL		\$95,913	\$191,825	\$234,184	\$269,691	\$313,761	\$350,859	\$396,710	\$435,467	\$483,170	\$14,901,514
Annual Cash-on-Cash Return		1.0%	1.9%	2.4%	2.7%	3.2%	3.5%	4.0%	4.4%	4.9%	5.3%
Leveraged IRR											

Source: Martin City Partners, LLC and SB Friedman

Figure 4B. Project Abatement Schedule

Abatement Year	Calendar Year	Projected Assessed Value [1]	Base Real Estate Taxes [2]	Property Taxes Before Abatement [3]	Recommended Abatement %	Property Taxes After Abatement (Paid to Taxing Jurisdictions)	Estimated Abatement Benefit to Project
1	2023	\$4,145,268	\$9,909	\$192,489	75.0%	\$55,554	\$136,935
2	2024	\$4,145,268	\$9,909	\$384,979	75.0%	\$103,676	\$281,302
3	2025	\$4,269,626	\$9,909	\$384,979	75.0%	\$103,676	\$281,302
4	2026	\$4,269,626	\$9,909	\$392,678	75.0%	\$105,601	\$287,077
5	2027	\$4,397,715	\$9,909	\$392,678	75.0%	\$105,601	\$287,077
6	2028	\$4,397,715	\$9,909	\$400,532	75.0%	\$107,565	\$292,967
7	2029	\$4,529,646	\$9,909	\$400,532	75.0%	\$107,565	\$292,967
8	2030	\$4,529,646	\$9,909	\$408,542	75.0%	\$109,567	\$298,975
9	2031	\$4,665,536	\$9,909	\$408,542	75.0%	\$109,567	\$298,975
10	2032	\$4,665,536	\$9,909	\$416,713	75.0%	\$111,610	\$305,103
11	2033	\$4,805,502	\$9,909	\$416,713	0.0%	\$416,713	\$0
12	2034	\$4,805,502	\$9,909	\$429,215	0.0%	\$429,215	\$0
13	2035	\$4,949,667	\$9,909	\$429,215	0.0%	\$429,215	\$0
14	2036	\$4,949,667	\$9,909	\$442,091	0.0%	\$442,091	\$0
15	2037	\$5,098,157	\$9,909	\$442,091	0.0%	\$442,091	\$0
16	2038	\$5,098,157	\$9,909	\$455,354	0.0%	\$455,354	\$0
17	2039	\$5,251,101	\$9,909	\$455,354	0.0%	\$455,354	\$0
18	2040	\$5,251,101	\$9,909	\$469,015	0.0%	\$469,015	\$0
19	2041	\$5,408,635	\$9,909	\$469,015	0.0%	\$469,015	\$0
20	2042	\$5,408,635	\$9,909	\$483,085	0.0%	\$483,085	\$0
21	2043	\$5,570,894	\$9,909	\$483,085	0.0%	\$483,085	\$0
22	2044	\$5,570,894	\$9,909	\$497,577	0.0%	\$497,577	\$0
23	2045	\$5,738,020	\$9,909	\$497,577	0.0%	\$497,577	\$0
24	2046	\$5,738,020	\$9,909	\$512,505	0.0%	\$512,505	\$0
25	2047	\$5,910,161	\$9,909	\$512,505	0.0%	\$512,505	\$0
TOTAL, Years 1-25 (Undiscounted)			\$247,725	\$10,777,061		\$8,014,380	\$2,762,681
Years 1-10			\$99,090	\$3,782,665		\$1,019,984	\$2,762,681
Years 11-25			\$148,635	\$6,994,396		\$6,994,396	\$0

[1] Developer assumes 3% biennial increase in assessed value following stabilization

[2] Base real estate taxes as reflected in Jackson County tax parcel viewer and allocated based on percentage of total land area

[3] Assumed tax rate of 9.7326% as indicated by Developer

Source: Martin City Partners, LLC and SB Friedman



11050 Roe Ave, Suite 200
Overland Park, KS 66211
Toll Free (800) 725-6690
Fax (855) 432-0767

October 26, 2020

VIA EMAIL

RE: Martin City project

To Whom It May Concern:

Great Southern Bank has great interest in financing Phase 1 & Phase II of the development in Martin City, MO. Great Southern Bank has worked with Christie Development on several similar projects of this nature in the past and the Bank looks forward to the potential of working with them again for this transaction. Any formal loan commitment will be subject to approval from Great Southern Bank loan committee.

Should you have any questions whatsoever please let me know. Thank you.

Sincerely,

Brandon Pratt
Commercial Lender
Phone (913) 344-6820
bpratt@greatsouthernbank.com





State of Missouri
John R. Ashcroft, Secretary of State
 Corporations Division
 PO Box 778 / 600 W. Main St., Rm. 322
 Jefferson City, MO 65102

LC001658723
Date Filed: 7/22/2019
John R. Ashcroft
Missouri Secretary of State

Articles of Organization

(Submit with filing fee of \$105.00)

1. The name of the limited liability company is
Martin City Investments, LLC

(Must include "Limited Liability Company," "Limited Company," "LC," "L.C.," "L.L.C.," or "LLC")

2. The purpose(s) for which the limited liability company is organized:

Real estate development

3. The name and address of the limited liability company's registered agent in Missouri is:

<u>Ed Moist</u>	<u>431 S Jefferson #105</u>	<u>Springfield MO 65806</u>
<i>Name</i>	<i>Street Address: May not use PO Box unless street address also provided</i>	<i>City/State/Zip</i>

4. The management of the limited liability company is vested in: managers members *(check one)*

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual: Perpetual

(The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)

6. The name(s) and street address(es) of each organizer *(PO box may only be used in addition to a physical street address):*

(Organizer(s) are not required to be member(s), manager(s) or owner(s))

<i>Name</i>	<i>Address</i>	<i>City/State/Zip</i>
<u>Miller, Matthew E</u>	<u>431 S Jefferson #105</u>	<u>Springfield MO 65806</u>

7. Series LLC (OPTIONAL) Pursuant to Section 347.186, the limited liability company may establish a designated series in its operating agreement. The names of the series must include the full name of the limited liability company and are the following:

New Series:

The limited liability company gives notice that the series has limited liability.

New Series:

The limited liability company gives notice that the series has limited liability.

New Series:

The limited liability company gives notice that the series has limited liability.

(Each separate series must also file an Attachment Form LLC 1A.)

Name and address to return filed document:
Name: <u>Miller Commerce, LLC</u>
Address: <u>Email: ed@millercommerce.com</u>
City, State, and Zip Code: _____

8. The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated: _____

(Date may not be more than 90 days after the filing date in this office)

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

All organizers must sign:

Matthew E Miller
Organizer Signature

MATTHEW E MILLER
Printed Name

07/22/2019
Date of Signature

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

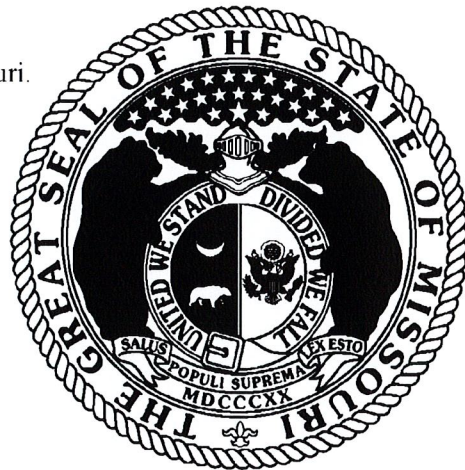
Martin City Investments, LLC
LC001658723

filed its Articles of Organization with this office on the 22nd day of July, 2019, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, John R. Ashcroft, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 22nd day of July, 2019, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this 22nd day of July, 2019.


Secretary of State



CONTRACT FOR PURCHASE OF REAL ESTATE

THIS CONTRACT FOR PURCHASE OF REAL ESTATE (the "Contract") is made and entered upon the day both parties have executed said Contract (the "Effective Date"), by and between **Martin City Partners, LLC**, a Missouri limited liability company ("Seller") and **Martin City Investments, LLC** ("Buyer").

WITNESSETH:

That in consideration of the full and complete payment of the Purchase Price (as hereafter defined) and the performance of the mutual promises and covenants hereinafter set forth, Seller and Buyer agree, as follows:

1. SALE AND PURCHASE. Seller agrees to sell, and Buyer agrees to purchase approximately of 9.54 +/- acres of real estate being described on Exhibit A, attached hereto and incorporated herein by reference, all improvements located thereon, if any, and all of Seller's rights, title and interest in and to all the estate, mineral rights, rights, privileges, easements and appurtenances belonging to, or in any way pertaining to, the aforementioned real estate and improvements (collectively the "Property"), free and clear of all liens, claims, pledges and encumbrances of any nature whatsoever except for those described herein and the Permitted Exceptions (defined below).

2. PURCHASE PRICE. Subject to the closing adjustments hereinafter set forth, the purchase price for the Property (the "Purchase Price") is One Million Five Hundred Thousand Dollars and 0/100 (\$1,500,000.00), to be paid as follows:

a. Within five (5) days following the Effective Date, the sum of Twenty-five Thousand Dollars and 0/100 (\$25,000.00) shall be paid to the Title Company (as hereafter defined) as an Earnest Money deposit (the "Earnest Money"). At the time of the Closing, the Earnest Money shall be applied to the Purchase Price for the Property. If this transaction does not close due to the fault of Seller or due to the failure of the Conditions Precedent set forth in Article 9 of this Contract, the Title Company shall immediately refund the Earnest Money to Buyer.

b. At the closing of the transaction contemplated herein (the "Closing"), the balance of the Purchase Price, subject to adjustments and prorations as set forth herein, shall be paid by the Buyer to the Title Company by way of certified funds or by wire transfer to the account of Seller.

3. TITLE COMMITMENT. Within fifteen (15) days after the Effective Date, Seller shall deliver to Buyer, or Buyer's duly authorized agent, a title commitment (the "Title Commitment") from Chicago Title Insurance Company (the "Title Company"), in which the Title Company shall agree to issue to Buyer forthwith, after Seller's Special Warranty Deed shall be placed of record, its owner's title insurance policy (ALTA Owner's Policy – current form) (a) in an amount not less than the Purchase Price; and (b) insuring Buyer marketable fee simple title in the Property, free and clear of all liens, claims, pledges and encumbrances or exceptions to coverage of any type or

character whatsoever, other than current, non-delinquent real estate taxes and Permitted Exceptions.

4. TITLE POLICY. The owner's title insurance policy (the "Title Policy") to be furnished to Buyer, at Seller's sole cost and expense at Closing, under this Contact shall be in the form of the American Land Title Association's Standard Form B (current form) and shall insure title to the Property free and clear of all liens, claims, pledges and encumbrances of any nature whatsoever, subject only to exceptions for current, non-delinquent real estate taxes and permitted exceptions. Seller agrees to furnish to the Title Company sufficient documentation to allow the Title Company to delete the standard exceptions in the Title Policy with respect to (a) parties in, or claiming a right to, possession; (b) liens or claims for liens for services, material and other labor furnished and imposed by law; and (c) assessments for public improvements completed or contracted for (except for current and subsequent years). The Buyer shall pay for any endorsements to the Title Policy above the standard policy.

5. SURVEY. Within five (5) days after the Effective Date, Seller shall deliver to Buyer, or Buyer's duly authorized agent, the existing Survey of the entire 18.52 acre parcel in which the Property is a part, if any, (the "Seller's Survey"). Buyer may obtain, at its sole cost and expense, an updated ALTA survey of the Property prepared and certified by a registered land surveyor in the State of Missouri within thirty (30) days of the Buyer's receipt of the Title Commitment (the "Survey" or "Updated Survey").

6. TITLE DEFECTS. Buyer shall notify Seller, in writing, within fifteen (15) days after its receipt of the last to receive of the Title Commitment and the Seller's Survey (or the Updated Survey, if applicable) of any objections it may have to the Title Commitment and/or Survey (the "Title Objections"). Seller shall in good faith undertake to remedy such Title Objections as are susceptible of being remedied by payment of monies or engagement of consultants to remedy the defect(s) within fifteen (15) days following notice from Buyer to Seller of said Title Objections. If Seller is unable or unwilling to remedy the Title Objections, Buyer shall have the option of (a) completing this purchase and accepting the title in the condition the Seller is able to convey without reduction in the Purchase Price, unless the defects are encumbrances or liens or other matters which may be removed, discharged or satisfied by the payment of monies to remedy the Title Objections, in an amount not to exceed \$15,000.00, in which case, that amount may be deducted from the Purchase Price and the Title Objections shall be removed from the Title Commitment as exceptions; or (b) declaring this Contract null and void, in which case, the Earnest Money paid by Buyer under Article 2(a) hereof shall be promptly repaid to Buyer. Any exceptions remaining and accepted by the Buyer are hereafter referred to as "Permitted Exceptions." Options (a) and (b) above shall be the sole remedies available to Buyer with respect to the provisions of this Paragraph 6.

7. REPRESENTATIONS/WARRANTIES.

Buyer covenants, represents and warrants to Seller, as follows:

- a. Buyer is a duly organized, validly existing corporation and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and

authority to enter into and consummate this Contract and to perform Buyer's obligations hereunder.

b. The Buyer has duly approved the transaction contemplated by this Contract, and the Buyer is authorized to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract.

c. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

Seller covenants, represents and warrants to Buyer, as follows:

a. Seller is a duly organized, validly existing limited liability company and is in good standing under the laws of the State of Missouri; and is possessed and vested with full power and authority to enter into and consummate this Contract and to perform Seller's obligations hereunder.

b. The Seller has duly approved the transaction contemplated by this Contract, and the Seller has been authorized to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract.

c. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

d. At Closing, there will be no leases, tenancies or other rental arrangements or rights of possession pertaining to any portion of the Property, and Seller will own fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

e. Seller has no knowledge of any fact or condition which would result in the termination of access to and from public highways and roads.

f. Seller, to the best of its knowledge, has no information or actual knowledge of any pending or threatened condemnation or similar proceeding affecting the Property or any portion of the Property.

g. Seller to the best of its knowledge has no information or actual knowledge of any legal actions, suits or other legal or administrative proceedings, pending or threatened with respect to the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceedings.

h. Seller, to the best of its knowledge, has no information or actual knowledge of any special taxes or assessments levied against the Property which are not yet due and payable at the office of the tax collection authority having jurisdiction or any existing or proposed improvements to be paid for by special taxes or assessments subsequent to the Effective Date.

i. To the best of Seller's knowledge, without the duty of inquiry, there is no presence of "hazardous substance" or "hazardous waste", as such terms are defined and used by federal, state or local laws, rules, regulations, orders, decisions or ordinances, has been disposed of, or otherwise left upon, the Property, nor has the Property, at any time after Seller's acquisition of it, been used for the generation, handling, transportation or storage of hazardous substances or hazardous waste not in compliance with applicable law.

j. Within five (5) days following the Effective Date, the Seller shall provide Buyer with copies of all of the following items if they are currently in the possession of the Seller:

1. Environmental reports of any kind conducted on the Property;
2. Copy of existing survey and/or plat;
3. Any third-party reports regarding the Property, including but not limited to, engineering and soil reports conducted on the Property; and
4. Any Reciprocal Easement and Operation Agreement and amendments and/or other deed restrictions (as applicable but not available as of the Effective Date).

1. To the best of Seller's knowledge all statements made by Seller in this Contract are true and correct and the information provided and to be provided by Seller to Buyer relating to this Contract does not and will not contain any statement which, at the time and in the light of the circumstances under which it was made, is false or misleading with respect to any material fact, or omits to state any material fact (which is known, or, in the exercise of reasonable diligence by Seller, should have been known) necessary in order to make any statement of false or misleading in any material respect. The Buyer agrees to do all its independent inspections to determine whether the Property is suitable for Buyer's intended use of the Property, as Seller makes no warranties, expressed or implied, except those that are set out herein and all statements are limited to the best knowledge of the Seller.

8. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, agents, representatives and consultants to enter the Property in order to investigate and inspect the Property and to perform (at Buyer's sole cost and expense) such tests, surveys, inspections and investigations deemed necessary or appropriate by Buyer to determine sub-surface, environmental conditions and the general usability of the Property for Buyer's use as a retail shopping center. Buyer shall perform its investigations in a manner to avoid unreasonable interference with Seller's operations on any portion of the Property and shall restore any portion of the Property damaged by Buyer's investigations. Buyer shall indemnify and hold Seller harmless from and against all loss, cost, liability and expense directly resulting from the Buyer's performance of such investigations. The foregoing indemnity shall survive the termination or Closing of this Contract.

9. INSPECTION PERIOD. Buyer's obligations hereunder are contingent upon satisfaction of the following conditions precedent (collectively, the "Conditions Precedent"):

- a. On the Closing Date, the Property being free and clear of all liens, claims, pledges and encumbrances of any nature except non-delinquent real estate taxes and those

Permitted Exceptions which were not previously objected to by the Buyer as set out in Article 6 hereof;

b. Prior to the expiration of the Inspection Period (as hereafter defined), Buyer being satisfied with the status of title to the Property and the Survey;

c. Prior to the expiration of the Inspection Period, Buyer being satisfied with the results of all engineering and feasibility investigations and environmental studies performed or caused to be performed by Buyer for the use of the Property as a multifamily development and such environmental reports are in compliance with the Missouri Department of Environmental Health;

d. Prior to the expiration of the Inspection Period, Buyer being satisfied with the financial and economic facts that encompass the project; and,

e. Prior to the expiration of the Inspection Period, Buyer may conduct, at Buyer's sole cost and expense, an environmental audit of the Property or update the existing environmental, the results of which shall be satisfactory to Buyer in its sole discretion.

f. Prior to the expiration of the Inspection Period, Buyer securing the proper approvals and/or permits from the required authorities including, but not limited to plan and development approval from the City of Kansas City, Missouri ("Approvals").

Such satisfaction, at Buyer's sole discretion, shall be determined on or before the date which is one hundred and fifty (150) days after Effective Date (the "Inspection Period").

So long as Buyer is not in default and is diligently pursuing the Approvals, Buyer may, upon written notice to Seller prior to the expiration of the Inspection Period, extend the Inspection Period for one (1) period of thirty (30) days for the purpose of obtaining Approvals, by delivering to the Title Company and Seller written notice thereof (an "Extension").

If the Contract is not terminated by Buyer during the Inspection Period, the Earnest Money shall become non-refundable to the Buyer except upon Seller's default or pertaining to Section 27 herein.

10. CONDITION OF THE PROPERTY. The parties hereby agree and acknowledge that the Property is being conveyed to Buyer as follows:

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS CONTRACT:

BUYER ACKNOWLEDGES AND AGREES WITH SELLER THAT BUYER IS PURCHASING THE PROPERTY IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER, OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT.

BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED, AND IS NOT RELYING, UPON ANY INFORMATION, DOCUMENT OR OTHER LITERATURE, MAPS, PLANS, PROJECTION, PROFORMA, STATEMENT, REPRESENTATION, GUARANTEE OR WARRANTY (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF SELLER.

BUYER HEREBY ACKNOWLEDGES THAT IT SHALL NOT BE ENTITLED TO, AND SHALL NOT, RELY ON SELLER, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, AND SELLER HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EITHER UNDER COMMON LAW, BY STATUTE, OR OTHERWISE, AS TO (I) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURAL ELEMENTS, FOUNDATION, ACCESS, LANDSCAPING, SEWAGE OR UTILITY SYSTEMS AT THE PROPERTY, IF ANY; (II) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS AND GROUND WATER OR THE EXISTENCE OF GROUND WATER AT THE PROPERTY; (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY; (IV) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, ITS VALUE, ITS PROFITABILITY, ITS HABITABILITY, MERCHANTABILITY OR FITNESS, SUITABILITY OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (V) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY; (VI) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATIONS WITH ANY APPLICABLE CODE, STATUTE, LAW, ORDINANCE, RULE, REGULATION, COVENANT, PERMIT, AUTHORIZATION, STANDARD, CONDITION OR RESTRICTION OF ANY GOVERNMENTAL OR REGULATORY AUTHORITY; (VII) THE QUALITY OF ANY LABOR OR MATERIALS RELATING IN ANY WAY TO THE PROPERTY; (VIII) THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY; OR (IX) THE OPERATION OF THE PROPERTY FROM THE DATE OF THIS AGREEMENT UNTIL THE CLOSING.

BUYER ACKNOWLEDGES THAT IT HAS HAD AN ADEQUATE OPPORTUNITY TO MAKE SUCH LEGAL, FACTUAL AND OTHER INQUIRIES AND INVESTIGATIONS AS BUYER DEEMS NECESSARY, DESIRABLE OR APPROPRIATE WITH RESPECT TO THE PROPERTY. SUCH INQUIRIES AND INVESTIGATIONS OF BUYER SHALL BE DEEMED TO INCLUDE AN ENVIRONMENTAL AUDIT OF THE PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION WOULD SHOW, THE PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY.

BUYER ACKNOWLEDGES THAT THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING SELLER'S OBLIGATION TO PROVIDE OR COMPLETE ROADS, SEWER, WATER, ELECTRIC OR OTHER UTILITY SERVICES,

RECREATIONAL AMENITIES, OR ANY OTHER IMPROVEMENTS TO THE PROPERTY MADE BY SELLER OR RELIED UPON BY BUYER WHATSOEVER.

BUYER ACKNOWLEDGES THAT SELLER HOLDS TITLE TO THE PROPERTY, THROUGH FORECLOSURE OR OTHERWISE, PRIMARILY TO PROTECT ITS SECURITY INTEREST WITHIN THE MEANING OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA"), 42 U.S.C. § 9601 ET SEQ. AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER.

WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE PRECEDING, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE IN THE FUTURE AGAINST THE SELLER WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, PENALTIES, CAUSES OF ACTION AND OTHER LIABILITIES (WHETHER ACCRUED, CONTINGENT, ARISING BEFORE OR AFTER THIS AGREEMENT, OR OTHERWISE) ARISING AS A RESULT OF (I) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (II) ITS ABILITY OR INABILITY TO OBTAIN OR MAINTAIN BUILDING PERMITS, EITHER TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY OR OTHER LICENSES FOR THE USE OR OPERATION OF THE PROPERTY, AND/OR CERTIFICATES OF COMPLIANCE FOR THE PROPERTY, (III) THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PROPERTY, (IV) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY, OR COMPLIANCE OF PAST OWNERS AND OPERATORS OF THE PROPERTY, IN REGARD TO ANY PAST, PRESENT AND FUTURE FEDERAL, STATE AND LOCAL ENVIRONMENTAL PROTECTION, POLLUTION CONTROL, POLLUTION CLEANUP, AND CORRECTIVE ACTION LAWS, RULES, REGULATIONS, ORDERS, AND REQUIREMENTS (INCLUDING WITHOUT LIMITATION CERCLA, RCRA, AND OTHERS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE, RELEASE, DISPOSAL, REMOVAL, REMEDIATION OR RESPONSE TO, OR NOTIFICATION OF GOVERNMENTAL ENTITIES CONCERNING, TOXIC, HAZARDOUS, OR OTHERWISE REGULATED WASTES, SUBSTANCES, CHEMICALS, POLLUTANTS OR CONTAMINANTS), OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (V) THE PRESENCE ON, IN, UNDER OR NEAR THE PROPERTY OF (INCLUDING WITHOUT LIMITATION ANY RESULTANT OBLIGATION UNDER CERCLA, THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA"), 42 U.S.C. § 6973 et seq., ANY STATE STATUTE OR REGULATION, OR OTHERWISE, TO REMOVE, REMEDIATE OR RESPOND TO) ASBESTOS CONTAINING MATERIAL, RADON, UREA FORMALDEHYDE OR ANY OTHER TOXIC, HAZARDOUS OR OTHERWISE REGULATED WASTE, SUBSTANCE, CHEMICAL, POLLUTANT OR CONTAMINANT, AND (VI) ANY OTHER STATE OF FACTS WHICH EXIST WITH RESPECT TO THE PROPERTY.

BUYER ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS OF THIS PARAGRAPH 8 SHALL EXPRESSLY SURVIVE THE TERMINATION OF THIS

AGREEMENT AND/OR THE RECORDATION OF A SPECIAL WARRANTY DEED FOR THE PROPERTY.

11. CLOSING REQUIREMENTS.

At Closing, Seller shall do the following:

- a. Duly execute, acknowledge and deliver to Buyer a Special Warranty Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances other than those permitted exceptions as approved by Buyer;
- b. Execute, acknowledge and deliver to Buyer and the Title Company such documentation as may be reasonably required to confirm the power and authority of the Seller to execute and deliver this Contract, the above referenced Special Warranty Deed, and all other documents necessary or advisable to consummate the transactions contemplated under this Contract; and
- c. Execute, acknowledge and deliver to Buyer and the Title Company such documentation as may be reasonably required to delete all standard exceptions to the Title Policy with respect to parties in, or claiming a right to, possession; liens or claims for liens for services, material and other labor furnished and imposed by law; and assessments for public improvements completed or contracted for (except for current and subsequent years) and satisfy all Seller requirements set forth in the Title Commitment.

At Closing, Buyer shall do the following:

- a. Execute and provide at closing all documents reasonably required by the Title Company for Closing;
- b. Buyer shall assume and agree to pay so much of the real estate taxes and special assessments assessed and becoming a lien on the Property during the calendar year in which the Closing of this transaction occurs as shall be allocable to Buyer, on a pro rata basis, after the Closing Date. Seller agrees to pay the balance of such real estate taxes and special assessments, including penalties and interest due for prior periods of Closing, using, for Closing purposes, the last known tax rate if the applicable tax rate has not been set; and,
- c. Buyer shall pay the Purchase Price, subject to adjustments and prorations as set forth herein in by certified funds, or by wired transfer to the account of Seller. Buyer shall be given credit toward the Purchase Price for the Earnest Money as set out in Article 2(a).

12. RISK OF LOSS. All risk of condemnation and the risk of loss, damage or destruction of the Property or any improvements thereon by fire or otherwise prior to Closing shall be borne by Seller. If, after the Effective Date and prior to Closing, all or any part of the Property is (a) subjected to a bona fide threat of condemnation by a body having the power to eminent domain; (b) taken by eminent domain or condemnation (or sale in lieu thereof); or, (c) damaged or destroyed by any cause, Buyer may by written notice to Seller elect to cancel this Contract prior to Closing, in which event both parties shall be relieved and released of any further liability under

this Contract, and the Earnest Money. If Buyer does not elect to cancel this Contract, this Contract shall remain in full force and effect without any reduction to the Purchase Price and the purchase contemplated, less any interest taken by eminent domain or condemnation, shall be completed with no further adjustment, and at Closing, Seller shall assign, transfer and set over to Buyer all of the right, title and interest of Seller in and to any awards that have been or that may thereafter be made for such taking, or any proceeds resulting from an insurance settlement due to damage or destruction that have been or that may thereafter be made to Seller.

13. CLOSING. This transaction shall be closed at the offices of the Title Company and Seller shall deliver possession of the Property to Buyer, at 10:00 a.m. on the date which is sixty (60) days after the later of the following: completion of the Inspection Period or completion of the Additional Conditions defined herein. Seller and Buyer agree to use reasonable and diligent efforts to close the transaction on or before the Closing Date, pursuant to the provisions of this Contract.

14. BROKERS. Upon closing of this transaction, as a commission for services rendered, Seller agrees to pay commissions as set forth in this section. At Closing, Seller shall pay a three percent (3.00%) real estate commission to Area Newmark Grubb Zimmer as Buyer's Broker. It is agreed that if any other claims for brokerage commissions are ever made against Seller or Buyer in connection with this transaction, all claims shall be handled and paid by the party whose actions or alleged commitments form the basis of such claim. Principals of the Seller include David Christie and Ferd Niemann who hereby disclose their status as real estate brokers in the states of Kansas and Missouri, respectively.

15. LEGAL EXPENSES. Seller and Buyer shall each be responsible for their respective legal expenses and costs associated with the sale and purchase of the Property to be conveyed pursuant to this Contract.

16. CLOSING COSTS. Seller shall be responsible for (a) the costs of the preparation for the Special Warranty Deed, (b) the payment of premium for the owner's title policy, excluding the cost of any endorsements thereto requested by Buyer, (c) transfer fees, (d) document stamps, and (e) one-half (1/2) of any closing/escrow fees charged by the Title Company. Buyer shall be responsible for (a) recording fees, (b) the payment of any costs associated with Buyer's financing, if any, including any premiums for any loan policy and all title endorsements to be issued by the Title Company including to Buyer's lender, and any mortgage registration tax, if any, (c) the cost of the Updated Survey, if any, (d) one-half (1/2) of any closing/escrow fees charged by the Title Company, and, (e) the cost of any environmental update, new reports, or any other due diligence costs of the Buyer.

17. DEFAULT.
Seller's Breach:

If Seller fails to perform its obligations or covenants under this Contract or if any of Seller's warranties or representations set forth herein are inaccurate, Buyer may, at Buyer's option, (a) enforce specific performance of this Contract and seek damages for Seller's breach, or (b) Buyer may terminate the Contract, in which case the Earnest Money and shall be forthwith returned to Buyer.

Buyer's Breach:

If Buyer fails to perform its obligations under this Contract, Seller may, retain the Earnest Money as liquidated damages for Buyer's breach, as its sole and exclusive remedy. The parties mutually agree that it would be impossible to ascertain the damages suffered by the Seller as a result of Buyer's breach, however, the Earnest Money represents a reasonable approximation of said damages.

No delay or omission in the exercise of any right or remedy accruing to Buyer or Seller upon any breach by the other party under this Contract shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Buyer of any condition or of any subsequent breach of the same or any other term, covenant or condition contained in this Contract shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition of this Contract. All rights, powers, options or remedies afforded to Buyer or Seller, either under this Contract, or by law or in equity, shall be cumulative and not alternative and the exercise of one right, power, option or remedy shall not bar other rights, powers, options or remedies. Should either party employ an attorney or attorneys to enforce any of the provisions of this Contract or to protect its interest in any matter arising under this Contract or to recover damages for the breach of this Contract, if such party prevails in any final judgment, such party shall be entitled to recover from the non-prevailing party all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith.

Notwithstanding the foregoing to the apparent contrary, if Seller fails to acquire the Property from current property Owner under the Prime Contract due to Seller's denial of city approvals, title issues, unknown extraordinary costs such as offsite costs that make the project non feasible to Seller, then in such event the remedies set out herein shall not be available to the Buyer as the Seller has not acquired the fee title to the Property and this Contract shall automatically terminate on written notice to the Buyer by Seller.

18. SURVIVAL. Seller's representations and warranties set forth in this Contract shall be continuing and shall be true and correct on and as of the date of Closing with the same force and effect as if made at the time of Closing and shall survive for a period of ninety (90) days from the date of Closing.

19. ASSIGNMENT. Assignment of this Contract is permitted to a related assignee of Buyer except that Seller's consent is required in the event of a change of proposed use. In no event shall such an assignment relieve Buyer of any obligations hereunder.

20. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like and all such agreements are hereby merged into this Contract. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

21. BINDING EFFECT. The terms, provisions, covenants and conditions in this Contract shall apply to and inure to the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as permitted herein.

22. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

23. TIME. Time is of the essence of this Contract and each and every obligation of Seller and Buyer under this Contract.

24. CONFIDENTIALITY. Seller and Buyer agree that the terms of this Contract shall be held strictly confidential between the parties and neither party shall disclose the details, terms, or provisions of this Contract to a third party without the prior written consent of the other party; provided however, that notwithstanding the foregoing, the parties shall have the right to discuss the details, terms and provisions of this Contract with their legal and/or financial advisors.

25. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases written or oral concerning the Property. Seller shall deliver possession of the Property in a neat and clean condition, free of trash and debris.

26. NOTICES. All notices as required herein shall be given by registered or certified mail, with return receipt requested or by licensed courier service at the addresses below and/or to such other addresses as Seller or Buyer may notify the other during the performance of this contract in the manner set forth herein:

To Seller:	Martin City Partners, LLC 7387 W. 162nd Street, Suite 200 Stilwell, KS 66085	Contact: David J. Christie Phone: 913-649-4500 Fax: 913-649-4566
With a copy to:	White Goss 4511 Belleview, Ste 300 Kansas City, MO 64111	Contact: Sandy Watts Phone: 816-502-4730 Fax: 816-752-9201
To Buyer:	Martin City Investments, LLC 431 S Jefferson, Ste 105 Springfield, MO 65806	Contact: Ed Moist Phone: 417-234-1333 Email: ed@millercommerce.com
Title Company:	Chicago Title Insurance Company 6700 College Blvd, Suite 300 Overland Park KS, 66211	Contact: Randi Canon Phone: 913-444-7985 Fax:

27. MISCELLANEOUS. Upon Closing, Seller or an affiliate shall contribute One Millions Dollars and 0/100 (\$1,000,000.00) into a newly formed entity for purposes of providing equity for a multi-family apartment project, whereby Seller's equity shall receive a preferred return

and prorated portion of the membership units in said entity, commensurate with other equity members of the entity.

28. DURATION OF OFFER. This offer is null and void if written acceptance endorsed hereon is not delivered to Buyer on or before 5:00 p.m. July 31st, 2019..


29. ADDITIONAL CONDITIONS. The Seller shall have one hundred and eighty (180) days to secure the entitlements (including zoning and platting of the property) and public incentives to allow for the development of Buyer's proposed multifamily project and the adjacent larger mixed-use development of Seller, with Buyer collaborating and diligently working with Seller to maintain project timelines. Buyer shall provide Seller with the necessary information for entitlements and public incentives including a detailed construction timeline and budget, engineering documents, and other documents as required for entitlement and public incentives approvals. If for any reason Seller is not able to obtain the entitlements and incentives to make the Buyer's project feasible with terms acceptable to Buyer, the Buyer may cancel the sales contract and the earnest money shall be refunded to Buyer. Seller shall commence with work upon contract execution between the parties.

During the Inspection Period, Buyer and Seller shall negotiate a Joint Venture Agreement (see Section 27) in which Seller shall participate in the ownership of a new entity controlled by Buyer that own the multifamily project to be developed on the property. If Buyer and Seller cannot agree to the form of a Joint Venture Agreement during the Inspection Period, either party may cancel the sales contract and the earnest money deposit shall be refunded to the Buyer.

(Remainder of page intentionally left blank. Signature page to follow.)

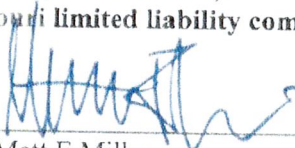
IN WITNESS WHEREOF, the undersigned have caused this Contract to be executed by their duly authorized officers. Upon approval of the Contract by both Seller and Buyer, evidenced by their respective signatures hereto, a valid and binding contract of sale shall exist and be effective as of the date this Contract is last executed.

"SELLER"
MARTIN CITY PARTNERS, LLC
a Missouri limited liability company

By: 
David J. Christie, Manager
Title: Manager

8/02/19
Date

"BUYER"
Martin City Investments, LLC
A Missouri limited liability company

By: 
Matt E Miller
Title: Manager

Date

EXHIBIT A
To Be Verified By A Licensed Surveyor
+/- 9.54 acres¹

NOT TO SCALE



¹ This may be reduced to 9 acres to ensure there is enough excess land for a retail project.

FIFTH AMENDMENT TO CONTRACT FOR PURCHASE OF REAL ESTATE

THIS FIFTH AMENDMENT TO CONTRACT FOR PURCHASE OF REAL ESTATE ("Amendment") is made and effective as of November 2, 2020, by and among **Martin City Partners, LLC**, a Missouri limited liability company ("Seller") and **Martin City Investments, LLC**, a Missouri limited liability company ("Buyer"). This Amendment is made with reference to the following facts:

- A. Seller and Buyer entered into that certain Contract for Purchase of Real Estate dated August 2, 2019 and extended by Amendments dated December 18, 2019, March 31, 2020, June 18, 2020, and August 25, 2020 (the "Contract"). The Contract provided for the sale of certain real property as described more particularly in the Contract. All terms not otherwise defined herein are as defined in the Contract.
- B. Under the amended Contract, the Inspection Period is scheduled to expire on October 31, 2020. Buyer and Seller now desire to extend the Inspection Period and otherwise amend the Contract in accordance with the terms below.

Therefore, the parties hereby amend the Contract as follows:

- 1. **Change in the Inspection Period.** Seller and Buyer hereby agree that the Inspection Period as defined in Section 9 of the Contract is hereby extended through and shall expire on January 15, 2021.
- 2. **Affirmation.** Except as amended as set forth in this Amendment, all terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first hereinabove written.

SELLER:

MARTIN CITY PARTNERS, LLC
a Missouri limited liability company

By:  _____

Printed Name: David J. Christie

Title: Manager

BUYER:

MARTIN CITY INVESTMENTS, LLC
a Missouri limited liability company

By:  _____

Printed Name: Matt E. Miller

Title: Manager

November 19, 2020

Dan Moye
Executive Director
Land Clearance for Redevelopment Authority (LCRA)
300 Wyandotte Street, Suite 400,
Kansas City, MO 64105

Director Moye and LCRA Board Members:

I am pleased to provide this strong letter of support for the proposed redevelopment located at the southeast corner of East 135th Street and Holmes Road in the Martin City neighborhood of Kansas City, Missouri. The \$44.1 million project consists of 18.5 acres that will be developed in two phases:

- Phase 1 consists of 180 multifamily units in eight three-story structures, plus a tenant amenity center; and
- Phase 2 consists of 19,500 square feet (SF) of ground floor retail space in three standalone buildings with 23 second-story loft-style multifamily units.

The Martin City neighborhood has recently experienced an increase in retail and other commercial development along with streetscape and public space improvements along its main retail corridor on East 135th Street. However, there has been little to no new multifamily residential development over the past two decades.

The development team of Christie Development Associates (Martin City Partners, LLC) and partners Miller Commerce are committed to this exciting project and I am also supportive of this proposal to LCRA.

Regards,