

ESTOPPEL CERTIFICATE

July _____, 2022

PROPERTY NAME: **BLVD 64 APARTMENTS**

PROPERTY ADDRESS: 6404 Paseo Avenue (may also be known as 6410 Paseo Avenue)
(include county) Kansas City, Jackson County, Missouri 64131
Parcel ID: 47-130-03-52-00-0-00-000
Legal Description: Lot 2, Meyer Paseo
(the “**Mortgaged Property**”)

CONTRACT DATE: August 22, 2018

BORROWER: **6410 PASEO BLVD, LLC**
4325 Troost Avenue
Kansas City, Missouri 64110

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

Authority is advised that (a) Borrower is seeking a loan from **SUNFLOWER BANK, N.A.** (“**Lender**”) to refinance Borrower’s current loan with Mutual of Omaha Bank, and Lender has agreed, subject to the satisfaction of certain terms and conditions, to make a loan (the “**Mortgage Loan**”) to Borrower, which loan is or will be secured by a lien on the Mortgaged Property and (b) Lender is requiring this Certificate as a condition to its making the Mortgage Loan. Accordingly, Authority hereby acknowledges and confirms to Lender and its transferees, successors and assigns, as follows:

1. A true, complete and correct copy of the Sale/Leaseback and Redevelopment Contract between Borrower and Authority with respect to the Mortgaged Property, together with any other amendment, supplement and/or agreement related thereto recorded as Instrument No. 2018E0107556 and attached hereto as Exhibit A (collectively, the “**Contract**”). Other than: (a) the Collateral Assignment of Redevelopment Contract dated July 24, 2019 between Borrower and Mutual of Omaha Bank; (b) the conveyance of the Mortgaged Property from Authority to Borrower by the Special Warranty Deed recorded as Instrument No. 2020E0098263; (c) the termination of the lease agreement referenced in the Contract, as evidenced by the Termination of Lease Agreement and Memorandum of Lease Agreement recorded as Instrument No. 2020E0098404, and (d) the payment in full of the Authority bonds referenced in the Contract, the Contract has not been modified, changed, altered, assigned, supplemented or amended in any respect. The Contract represents the entire agreement between Borrower and Authority with respect to the Mortgaged Property.

2. The Contract is valid and in full force and effect as of the date hereof. The Term of the Contract expires upon the termination of the 6434 Paseo Urban Renewal Plan. The 6434 Paseo Urban Renewal Plan is scheduled to terminate on October 12, 2032, which date is fifteen (15) years after the date of passage of the ordinance adopted by the City Council of Kansas City, Missouri approving the plan.

3. Authority issued its Certificate of Qualification for Tax Abatement for the Mortgaged Property and the tax abatement period is scheduled to be effective from as of January 1, 2020 to December 31, 2029, subject to and in accordance with the Contract.

4. To Authority's knowledge, there is no existing material default or unfulfilled obligations on the part of Borrower in any of the terms and conditions of the Contract, and no event has occurred or condition exists which, with the passing of time or giving of notice or both, would constitute an event of default under the Contract.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the undersigned has signed and delivered this Estoppel Certificate under seal (where applicable) or has caused this Estoppel Certificate to be signed and delivered under seal (where applicable) by its duly authorized representative.

AUTHORITY:

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY,
MISSOURI

By: _____
Name: Daniel Moye
Its: Executive Director

(SEAL)

EXHIBIT A TO ESTOPPEL CERTIFICATE

(Copy of Contract)