



**CITY COUNCIL MEETING
7010 NORTH HOLMES
GLADSTONE, MISSOURI
JULY 27, 2026**

The City Council will meet in Closed Executive Session at 6:30 pm, July 27, 2026, Gladstone City Hall, 7010 North Holmes, Gladstone, Missouri. The Closed Executive Session is closed pursuant to RSMo. Open Meeting Act Exemption 610.021 (1) for Litigation and Confidential or Privileged Communications with Legal Counsel and 610.021(3) Personnel.

OPEN STUDY SESSION 7:15 PM

1. **Animal Control Update:** Chief Farris will provide information on the recent improvements made to the animal shelter.

REGULAR MEETING 7:30 PM

TENTATIVE AGENDA

1. **Meeting Called to Order.**
2. **Roll Call.**
3. **Pledge of Allegiance to the Flag of the United States of America.**
4. **Approval of the Agenda.**
5. **Approval of the July 13, 2026, Closed City Council Meeting Minutes.**
6. **Approval of the July 13, 2026, Regular City Council Meeting Minutes.**
7. **Communications from the Audience:** *Members of the public are invited to speak about any topic not listed on the agenda. While*

speaking, please state your name and address for the record and limit comments to 5 minutes.

- 8. Communications from the City Council.**
- 9. Communications from the City Manager.**

REGULAR AGENDA

- 10. FIRST READING BILL NO. 26-25**, An Ordinance authorizing the City Manager to execute a Program Agreement between the City of Gladstone and the Missouri Highways and Transportation Commission for Surface Transportation Block Grant (STBG) Funding to construct North Oak Trafficway Improvements from Northeast 69th Street to Northeast 72nd Street – Federal Project STBG-3323(414), City Project TP2371.
- 11. FIRST READING BILL NO. 26-26**, An Ordinance authorizing the execution of certain documents in connection with the refinancing of a project previously financed by the City under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended; and authorizing the execution of certain documents and taking of certain other actions in connection therewith.
- 12. FIRST READING BILL NO. 26-27**, An Ordinance authorizing the City Manager to execute Amendment No. 1 to the Rights-of-Way Use Agreement with Zayo Group, LLC.
- 13. RESOLUTION R-26-43**, A Resolution authorizing the City Manager to execute a Professional Services contract with Smith and Boucher Engineers in a total amount not to exceed \$160,000.00 for providing engineering services for the HUD HVAC Project at the Gladstone Community Center.
- 14. Other Business.**
- 15. Adjournment.**

Representatives of the News Media may obtain copies of this notice by contacting:

City Clerk Kris Keller
City of Gladstone
7010 North Holmes
Gladstone, MO 64118

Posted at 3:15 pm
7/23/2026
816-423-4096



Gladstone Police Department

Chief's Office - Memorandum

Date: July 20, 2026

To: Robert Baer, City Manager

From: Fred Farris, Chief of Police

Re: Study Session – Animal Shelter Improvements

With the support of the City Council, several much needed improvements have been made to the Animal Shelter over the last several months. Money allocated from both the General Fund as well as the Gladstone Economic Betterment Council (GEBC) have gone toward fence repair, HVAC repair and upgrades, flooring and needed equipment.

I look forward to presenting this information to the Council at the July 27th meeting and answering any questions.

Respectfully,

Fred J. Farris, Chief of Police



**MINUTES
REGULAR CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, JULY 13, 2026**

PRESENT: Mayor Jean Moore
Mayor Pro Tem Spencer Davis
Councilmember Tina Spallo
Councilman Les Smith
Councilman Cameron Nave

City Manager Bob Baer
Assistant City Manager Austin Greer
City Attorney Chris Williams
City Attorney Mathias Young
City Clerk Kris Keller

Item No. 1. On the Agenda. Meeting Called to Order.

Mayor Moore opened the Regular City Council Meeting Monday, July 13, 2026 at 7:31 pm.

Item No. 2. On the Agenda. Roll Call.

Mayor Moore stated that all Councilmembers were present and there was a quorum.

Item No. 3. On the Agenda. Pledge of Allegiance to the Flag of the United States of America.

Mayor Moore requested that all attendees stand and join in the Pledge of Allegiance to the Flag of the United States of America.

Item No. 4. On the Agenda. Approval of the Agenda.

The Agenda was approved as published.

Item No. 5. On the Agenda. Approval of the June 22, 2026, Regular City Council Meeting Minutes.

Councilmember Spallo moved to approve the minutes of the June 22, 2026, Regular City Council meeting as presented. Councilman Smith seconded. The Vote: "aye", Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0)

Item No. 6. On the Agenda. Communications from the Audience.

Joe Parnacott, 106 NW 65th Terrace, addressed the Council and thanked the City for the new dog park, calling it the nicest he has seen. He commented on the recently adopted e-bike ordinance. He

encouraged the City to promote bike safety awareness and consider adding bike lanes, particularly on higher-speed roads, to improve safety and support residents who use e-bikes for everyday transportation.

Mark Samborski, introduced himself as a new Village of Oakview board member and expressed concerns about downstream water issues near St. Charles Church in relation to the Council's stormwater discussion. He highlighted his background in soil and beautification work and encouraged collaboration between the Village Oakview and Gladstone on soil-based, aesthetically focused stormwater solutions to address future challenges.

Item No. 7. On the Agenda. Communications from City Council.

Councilman Nave thanked the community, Mayor, Mayor Pro Tem Davis, Parks Board, and volunteers for their support of Freedom Fest, noting that it was a great event. Turning to activities at Atkins-Johnson Farm, he reported on Children's Garden Day, noting the strong turnout and involvement of master gardeners and staff. He also commended the new museum director's recent interview with KMBC 9 and promoted the Friends of Atkins-Johnson Farm's annual corn sale, directing residents to the City's website for stand locations and additional information.

Councilman Smith encouraged residents to purchase corn in the Gladstone Bowl parking lot and then join them for lunch this upcoming Saturday. He commended Mayor Pro Tem Davis for developing and organizing Freedom Fest and suggested that the City consider developing a plan to work with promoters and outside funding sources for future events. He also invited the Council and community to Gladstone Bowl's customer appreciation open house, featuring discounted prices. He finally announced the sale of the family-owned business after 68 years, thanking the community for its longtime support.

Councilmember Spallo praised the overall success of Freedom Fest and emphasized that attendees from throughout the metropolitan area enjoyed a safe, incident-free event that reflected positively on Gladstone and demonstrated what the community can accomplish by working together. She also promoted the upcoming Theater in the Park Golf Classic on Friday, July 31, noting that registration and sponsorship opportunities are available and that proceeds directly support the Theater in the Park program.

Mayor Pro Tem Davis congratulated Councilman Smith on the sale of Gladstone Bowl and acknowledged its long-standing role in the community. He then announced the upcoming Sounds on the Square concerts at Linden Square, detailing a two-night lineup with True Tones on Friday, July 17 and Nathan Corsey with the Fleetwood Mac tribute band Landslide on Saturday, July 18; both starting at 7 p.m. He then reflected on Freedom Fest, describing it as an "epic" block-party-style event that exceeded his expectations. He expressed his deep appreciation to Council for trusting him, as well as staff, volunteers, residents, as well as people from the surrounding areas that attended. He highlighted specific individuals; Bob Baer, Austin Greer, Chief Farris, Chief Desautels, Nikki Lansford, Jordan Brown, Charlie Miles, Shelly Hersh, and Linda Borders for their extraordinary efforts. He closed by encouraging residents to stay safe in the heat and reminded them of available day passes to the Community Center outdoor pool.

Mayor Moore commended Councilman Davis for his leadership, creativity, and "epic" work on Freedom Fest; she extended thanks to all staff, volunteers, residents, and people in the community who attended the amazing event. She then highlighted upcoming community events at Linden Square: Kids Fest and the Cutie Pie Tri mini triathlon on Saturday, July 25, from 9:00 a.m. to noon, then Movies on the Square showing Lilo & Stitch and, including activities and lawn games beginning

at 8:00 p.m. She closed with the announcement of the upcoming Glad Green Team clean-up, Saturday, July 18, noting that the specific location would be sent out at a later date.

Item No. 8. On the Agenda. Communications from the City Manager.

City Manager Baer reflected on his many years with the City and described Freedom Fest as one of the most successful events in Gladstone's history, recognizing the extensive planning that contributed to its success. He reported that the City had identified the A-10 pilots who performed the flyover and would be sending them a Gladstone-themed care package. He reiterated appreciation for key staff and volunteers particularly Charlie Miles, Linda Borders, Jordan Brown, Shelly Hersh, and Austin Greer. Before closing, he credited Councilman Davis for his leadership in making the event possible.

Item No. 9. On the Agenda. **CONSENT AGENDA**

Following the Clerks' reading:

Mayor Moore asked if anyone wished to remove an item from the Consent Agenda and place it on the Regular Agenda for discussion; there were no requests.

Councilman Smith moved to approve the Consent Agenda as published. **Mayor Pro Tem Davis** seconded. The Vote: "aye", Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0)

Councilman Smith moved to approve **SPECIAL EVENT PERMIT: Snow Cones with the Cops**, Linden Square, Tuesday, July 14, 2026, 4:00 to 6:00 pm. **Mayor Pro Tem Davis** seconded. The Vote: "aye", Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0)

Councilman Smith moved to approve **RESOLUTION R-26-41**, A Resolution accepting right-of-way and easements from certain property owners in conjunction with the North Oak Trafficway Road Construction Project TP2371. **Mayor Pro Tem Davis** seconded. The Vote: "aye", Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0)

Councilman Smith moved to approve **RESOLUTION R-26-42**, A Resolution authorizing Change Order No. 1 in the amount of \$156,800.00 to the contract with Linaweaver Construction, Incorporated, for the FY26 Water Main Replacements Project WP2687. **Mayor Pro Tem Davis** seconded. The Vote: "aye", Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0)

REGULAR AGENDA

Item No. 10. On the Agenda. **PUBLIC HEARING:** Petition to Amend the Downtown Linden Community Improvement District.

Mayor Moore explained and opened the Public Hearing at 7:51 pm.

John Mullane, bond counsel with Kutak Rock, addressed the Council and presented an overview of the petition to amend the Downtown Linden Community Improvement District (CID), explaining that the developer requested clarification and expansion of the CID's powers to allow leasing of certain real property within the district, consistent with CID statutes and tied to the Fairfield Inn and Suites project and related incentive agreements. He noted that companion items on the agenda (including

later ordinances and contract amendments) implemented the same limited change across multiple documents, and he offered to answer any specific questions.

Mayor Moore invited comments in favor of and in opposition to the petition, and, with no speakers, closed the public hearing at 7:54 pm.

Item No. 11. On the Agenda. PUBLIC HEARING: Petition to Terminate the Linden Block 25 Community Improvement District.

Mayor Moore explained and opened the Public Hearing at 7:54 pm.

John Mullane, bond counsel with Kutak Rock, addressed the Council and presented an overview of the petition to terminate the Linden Block 25 Community Improvement District (CID), which was established in 2019 in connection with the Fairfield Inn and Suites development and, was requested by the developer. The CID imposed a 1% sales tax to fund public improvements, all of which have been completed and paid. Upon termination, the 1% sales tax will be removed from the property, and remaining CID funds will be used to acquire a portion of the right-of-way needed for the North Oak road improvement project, pay outstanding CID expenses, with any remaining funds returned to the City. Mr. Mullane also noted that the CIDs met earlier that day and approved the related actions.

Mayor Moore invited comments in favor of and in opposition to the petition, and, with no speakers, closed the public hearing at 7:55 pm.

Item No. 12. On the Agenda. FIRST READING BILL NO. 26-21, An Ordinance Approving the Petition to Amend the Downtown Linden Community Improvement District; and authorizing certain actions in connection therewith.

Mayor Pro Tem Davis moved **BILL NO. 26-21** be placed on its First Reading. **Councilman Nave** seconded. The Vote: “aye”, Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) The Clerk read the Bill.

Mayor Pro Tem Davis moved to accept the First Reading of **BILL NO. 26-21**, waive the rule and place the Bill on its Second and Final Reading. **Councilman Nave** seconded. The Vote: “aye”, Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) The Clerk read the Bill.

Mayor Pro Tem Davis moved to accept the Second and Final Reading of **BILL NO. 26-21** and enact the Bill as **Ordinance 4.738**. **Councilman Nave** seconded.

Roll Call vote: “aye”, Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) **Mayor Moore** stated **BILL NO. 26-21** stands enacted as **Ordinance Number 4.738**.

Item No. 13. On the Agenda. FIRST READING BILL NO. 26-22, An Ordinance Authorizing and Approving the First Amendment to the Downtown Linden CID Contract between the City of Gladstone, Missouri, the Downtown Linden Community Improvement District, and SREH Mag Gladstone Partners, LLC.

Councilman Nave moved **BILL NO. 26-22** be placed on its First Reading. **Councilmember Spallo** seconded. The Vote: “aye”, Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) The Clerk read the Bill.

Councilman Nave moved to accept the First Reading of **BILL NO. 26-22**, waive the rule and place the Bill on its Second and Final Reading. **Councilmember Spallo** seconded. The Vote: “aye”, Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) The Clerk read the Bill.

Councilman Nave moved to accept the Second and Final Reading of **BILL NO. 26-22** and enact the Bill as **Ordinance 4.739**. **Councilmember Spallo** seconded.

Roll Call vote: “aye”, Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) **Mayor Moore** stated **BILL NO. 26-22** stands enacted as **Ordinance Number 4.739**.

Item No. 14. On the Agenda. FIRST READING BILL NO. 26-23, An Ordinance Authorizing the City Manager to execute the Second Amendment to a Development Agreement between the City of Gladstone, Missouri and SREH Mag Gladstone Partners, LLC related to a project previously financed by the City under Article VI, Section 27 of the Missouri Constitution and Sections 100.100 to 100.200 of the Revised statutes of Missouri; and authorizing the execution of certain documents and taking of certain other actions in connection therewith.

Councilmember Spallo moved **BILL NO. 26-23** be placed on its First Reading. **Mayor Pro Tem Davis** seconded. The Vote: “aye”, Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) The Clerk read the Bill.

Councilmember Spallo moved to accept the First Reading of **BILL NO. 26-23**, waive the rule and place the Bill on its Second and Final Reading. **Mayor Pro Tem Davis** seconded. The Vote: “aye”, Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) The Clerk read the Bill.

Councilmember Spallo moved to accept the Second and Final Reading of **BILL NO. 26-23** and enact the Bill as **Ordinance 4.740**. **Mayor Pro Tem Davis** seconded.

Roll Call vote: “aye”, Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) **Mayor Moore** stated **BILL NO. 26-23** stands enacted as **Ordinance Number 4.740**.

Item No. 15. On the Agenda. FIRST READING BILL NO. 26-24, An Ordinance Approving the Petition for Dissolution of the Linden Block 25 Community Improvement District and the Repeal of the District’s Sales Tax; authorizing the distribution of the remaining assets of the district; and authorizing certain actions in connection Therewith.

Councilman Smith moved **BILL NO. 26-24** be placed on its First Reading. **Councilmember Spallo** seconded. The Vote: “aye”, Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) The Clerk read the Bill.

Councilman Smith moved to accept the First Reading of **BILL NO. 26-24**, waive the rule and place the Bill on its Second and Final Reading. **Councilmember Spallo** seconded. The Vote: “aye”, Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) The Clerk read the Bill.

Councilman Smith moved to accept the Second and Final Reading of **BILL NO. 26-24** and enact the Bill as **Ordinance 4.741**. **Councilmember Spallo** seconded.

Roll Call vote: “aye”, Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) **Mayor Moore** stated **BILL NO. 26-24** stands enacted as **Ordinance Number 4.741**.

Item No. 16. On the Agenda. Other Business.

There was no other business.

Item No. 17. On the Agenda. Adjournment.

Mayor Moore adjourned the July 13, 2026, Regular City Council meeting at 8:06 pm.

Respectfully submitted:

Kris Keller, City Clerk

Approved as presented: _____

Approved as modified: _____

Jean B. Moore, Mayor



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 26-25

ORD # 4.742

Date: 7/21/2026

Department: Public Works

Meeting Date Requested: 7/27/2026

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Program Agreement, N. Oak Trafficway Improvements, Federal Project STBG-3323(414), City Project TP2371

Background: The City was tentatively awarded Surface Transportation Block Grant (STBG) funding for the construction of N. Oak Trafficway Improvements from NE 69th Street to NE 72nd Street. The STBG program will provide funding for 80% of eligible construction costs, up to a maximum award of \$4,392,000. To secure these funds, the City must execute a Missouri Highways and Transportation Commission Program Agreement. Because the program operates on a reimbursement basis, the City must initially pay eligible project costs and then request reimbursement.

Budget Discussion: Funds are available from the 2024 COP and budgeted in the amount of \$7,500,000 in Transportation Sales Tax Fund.

Public/Board/Staff Input: City staff recommends the approval of this Program Agreement.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Timothy A. Nebergall
Department Director/Administrator

MY
City Attorney

BB
City Manager

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROGRAM AGREEMENT BETWEEN THE CITY OF GLADSTONE AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR SURFACE TRANSPORTATION BLOCK GRANT (STBG) FUNDING TO CONSTRUCT NORTH OAK TRAFFICWAY IMPROVEMENTS FROM NORTHEAST 69 TH STREET TO NORTHEAST 72nd STREET - FEDERAL PROJECT STBG-3323(414), CITY PROJECT TP2371.

Legislative Findings

1. The Infrastructure Investment and Jobs Act (IIJA) Title 23 United States Code (USC) §133, authorizes a STBG Program to fund transportation related projects; and
2. The City of Gladstone was awarded STBG funding to cover eighty percent (80%) of eligible costs not to exceed \$4,392,000 to construct the project; and
3. The City of Gladstone is required to execute this Agreement to secure these funds; and
4. It is in the best interest of the citizens of Gladstone to complete the transportation related improvements.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a Program Agreement with the Missouri Highways and Transportation Commission for STBG funding to construct North Oak Trafficway Improvements from Northeast 69th Street to Northeast 72nd Street- Federal Project STBG-3323(414), City Project TP2371.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 27TH DAY OF JULY 2026.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk

First Reading: July 27, 2026

Second Reading: July 27, 2026



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 26-26

ORD ☒ # 4.743

Date: 7/22/2026

Department: General Administration

Meeting Date Requested: 7/27/2026

Public Hearing: No ☒ Date:

Subject: An Ordinance authorizing the City Manager to execute various documents to facilitate the refinancing of a Project previously financed by the City under Article VI, Section 27(b) of the Missouri Constitution and Chapter 100 of the Revised Statutes of Missouri.

Background: In 2013, the City issued \$25,500,000 of its Chapter 100 industrial development revenue bonds to finance the development of the Heights at Linden Square Project located at 601 NE 70th St. As part of that process, the City acquired title to the property and currently leases it back to the developer, F&C Gladstone Apartments, LLC.

F&C Gladstone Apartments, LLC is now seeking financing involving the U.S. Department of Housing and Urban Development (HUD). Because the City currently has title to the property, HUD is requiring that the City execute various documents (including an amendment to the Chapter 100 Lease) and make certain acknowledgments before HUD will insure the mortgage. Basically, the City is being asked to subject its "ownership" of the property to the HUD insured mortgage.

Budget Discussion: N/A

Public/Board/Staff Input: Staff recommends passing the Ordinance as written.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk.

Robert M. Baer
City Manager

CW
City Attorney

AN ORDINANCE AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE REFINANCING OF A PROJECT PREVIOUSLY FINANCED BY THE CITY UNDER THE PROVISIONS OF ARTICLE VI, SECTION 27 OF THE MISSOURI CONSTITUTION, AS AMENDED, AND SECTIONS 100.010 TO 100.200, INCLUSIVE, OF THE REVISED STATUTES OF MISSOURI, AS AMENDED; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS AND TAKING OF CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Gladstone, Missouri (the "City") is a third-class city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the City did previously issue its industrial development revenue bonds under the Act (the "Bonds") in order for F&C Gladstone Apartments, LLC, an Indiana limited liability company (together with any successors or assigns, the "Company"), to construct and improve certain real property (collectively, the "Project"); and

WHEREAS, at the request of the Company, the City has and does hereby find that it is desirable for the economic development of the City and within the purposes of the Act that the City facilitate the refinancing of the Project;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

Section 1. Public Purpose. The Council hereby finds and determines that the Project will promote the economic welfare and the development of the City, and the execution of the documents set forth herein will be in furtherance of the public purposes set forth in the Act and the completion of the Project.

Section 2. Approval of Refinancing Documents. The Mayor or the City Manager of the City is hereby authorized to execute and deliver the following documents in substantially the form attached hereto:

(a) The First Amendment to Ground Lease;

- (b) The U.S. Department of Housing and Urban Development Lease Addendum – Multifamily;
- (c) The Rider to Security Instrument – Fee Joinder;
- (d) The First Amendment to Memorandum of Ground Lease;
- (e) The U.S. Department of Housing and Urban Development Estoppel Certificate (Ground Lease);
- (f) The Subordination, Non-Disturbance and Attornment Agreement;
- (g) U.S. Department of Housing and Urban Development Estoppel Certificate (Commercial Lease);
- (h) The Assignment and Assumption of Lease and Related Rights;
- (i) Amendment to Memorandum of Lease;
- (j) Affidavit Regarding Termination of Lease; and
- (k) Affidavit of Scrivener's Error.

Section 3. Execution of Documents. The Mayor or the City Manager of the City is hereby authorized to execute the documents identified in Section 2 above listed as items (a) through (k), and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, including any documents reasonably necessary to facilitate the refinancing of the Project in the City's capacity as landlord, for and on behalf of and as the act and deed of the City.

The City Clerk of the City is hereby authorized to attest to and affix the seal of the City to the documents identified in Section 2 above listed as items (a) through (k), as applicable, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 5. Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of the Ordinance are so essential to and inseparably connected with and dependent

upon the void portion that it cannot be presumed that the City Council has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 6. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

[Signature Page Follows]

BILL NO. 26-26

ORDINANCE NO. 4.743

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY
OF GLADSTONE, MISSOURI, THIS 27TH DAY OF JULY 2026.**

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "Amendment") is entered into as of the _____ day of _____, 2026, by and between CITY OF GLADSTONE, MISSOURI, A THIRD CLASS CITY AND POLITICAL SUBDIVISION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI ("Lessor"), and F&C GLADSTONE APARTMENTS, LLC, an Indiana limited liability company ("Lessee"). Lessor and Lessee are sometimes hereinafter referred to as the "Parties" collectively or a "Party" individually.

RECITALS:

WHEREAS, Lessor and Lessee are parties to that certain Lease dated July 1, 2013 (the "Lease") for certain real property located generally at N.E. 69th Street and N. Locust Street in Gladstone, Missouri (the "Project Site"), as further described in the Lease;

WHEREAS, the Lessor and Lessee desire to amend the Lease in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Lease as follows:

1. **Recitals.** The above Recitals are incorporated herein by reference.
2. **Defined Terms.** Unless otherwise specifically set forth herein, all capitalized terms used herein shall have the same meaning as set forth in the Lease.
3. **Description of the Land.** The legal description of the Project Site as set forth on Exhibit A to the Lease is hereby repealed in its entirety and replaced with the following:

TRACT 1:

LOT 1, THE HEIGHTS AT LINDEN SQUARE, A SUBDIVISION IN GLADSTONE, CLAY COUNTY, MISSOURI.

TRACT 2:

ALL THAT PART OF THE EAST ONE-HALF OF VACATED NORTH CHERRY LANE (PLATTED OAKLEY AVENUE) LYING SOUTH OF NE 70TH STREET AND NORTH OF NE 69TH STREET IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 28, LINDEN, A SUBDIVISION OF LAND IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI; THENCE NORTH 89 DEGREES 42 MINUTES 53 SECONDS WEST, ALONG THE PROLONGATION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID NE 70TH STREET, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 89 DEGREES 42 MINUTES 53 SECONDS WEST ALONG SAID PROLONGATION, A DISTANCE OF 20.00 FEET, TO THE CENTER LINE OF SAID VACATED NORTH CHERRY LANE, THENCE SOUTH 09 DEGREES 23 MINUTES 35 SECONDS WEST, ALONG THE CENTERLINE OF SAID VACATED NORTH CHERRY LANE, A DISTANCE OF 372.72 FEET TO THE PROLONGATION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NE 69TH STREET; THENCE SOUTH 89 DEGREES 36 MINUTES 14 SECONDS EAST, ALONG THE PROLONGATION OF THE NORTHERLY RIGHT-OF-WAY LINE OF

SAID NE 69TH STREET, A DISTANCE OF 20.00 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 35 SECONDS EAST, PARALLEL TO THE CENTER LINE OF SAID VACATED NORTH CHERRY LANE, A DISTANCE OF 372.75 FEET TO THE POINT OF BEGINNING.

4. **Incorporation of HUD Lease Addendum.** The HUD Lease Addendum (the "HUD Addendum") attached hereto as Exhibit A is hereby incorporated into and made a part of the Lease as though fully set forth therein. Lessor and Lessee acknowledge and agree that the HUD Addendum has been required in connection with financing or regulatory requirements applicable to the Project Site and/or the Project Improvements. In the event of any conflict, inconsistency, or omission between the terms of the Lease and the HUD Addendum, the terms of the HUD Addendum shall control and govern; provided, however, that to the extent the HUD Addendum is silent on any matter, the terms of the Lease shall remain in full force and effect.

5. **Miscellaneous.** Except as modified herein, the Lease and all of the terms and provisions thereof shall remain unmodified and in full force and effect. In the event of any conflict or inconsistency between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall control. Lessor and Lessee hereby represent, each to the other, they have the power and authority to enter into this Amendment. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective beneficiaries, successors and assigns.

6. **Counterparts.** This Amendment may be (i) executed in any number of counterparts and by each of the undersigned on separate counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same agreement, and (ii) executed and delivered via telecopier or electronic mail with the same force and effect as if it were a manually executed and delivered counterpart.

7. **Indemnification of Lessor and Trustee.** The Lessee's obligation to indemnify the Lessor, Trustee, and their governing body members, officers, agents and employees as set forth in Section 10.5 of the Lease applies equally to the execution of this First Amendment to Ground Lease and execution of all documents associated herewith (including but not limited to the Lease Estoppel, the Rider to Security Instrument - Fee Joinder, the Multifamily Deed of Trust, Security Agreement, Assignment of Rents, and Fixture Filing, the HUD Addendum, the Commercial Lease Estoppel, the Assignment and Assumption of Lease and Related Rights, and the Subordination, Non-Disturbance and Attornment Agreement (collectively, the "Refinancing Documents"). Lessee further agrees to hold harmless Lessor and Trustee from any and all actions made by any Financing Party, including Lender and HUD, pursuant to any Security Instrument, Deed of Trust, Mortgage, the Refinancing Documents, or any other documents related to Lessee's financing of the property. Lessee acknowledges that certain Commercial Lease, The Heights Linden Square Retail Lease, dated December 18, 2017 (the "Restaurant Sublease"), between the City of Gladstone, Missouri and Northland Restaurant Associates, Inc. and warrants that the execution of the Refinancing Documents by Lessor does not modify or impact the Restaurant Sublease, does not constitute a breach or default of Lessor's obligations under the Restaurant Sublease, and agrees that Lessee shall indemnify and hold harmless Lessor from any and all claims made that Lessor's execution of the Refinancing Documents constitutes a breach or default of Lessor's obligations under the Restaurant Sublease.

8. **Authorization for Amendment.** This First Amendment is authorized pursuant to the provisions of and in accordance with the Indenture and the Lease. By execution of this First Amendment, the Lessor, the Trustee, and the Lessee (as Lessee and as Bondowner owning 100% of the outstanding bonds), waive any notice, procedural, or other formalities or requirements as may be required pursuant to the Indenture or Lease regarding execution of this First Amendment.

9. **Insurance.** Lessee represents and warrants that the insurance provisions of the Lease (Article VII) are not inconsistent with the terms of the Addendum attached hereto, continue to be and are in full force and effect, and in accordance with the terms of the Lease, Lessee shall at all times maintain the Lessor and the Trustee as additional insureds. If, for whatever reason, including by reason of the Addendum attached hereto, Lessee is unable to maintain such insurance as required in the Lease, Lessee shall provide not less than 30 days' advance notice of such cancellation. Upon receipt of such notice, Lessor may, in Lessor's sole discretion (1) obtain such insurance policies that, in Lessor's sole discretion, provide coverage sufficient to protect Lessor's interests, and Lessee agrees that such insurance policies shall be at Lessee's expense; or (2) declare an event of default under the Lease.

10. **Representations by the Lessee.** The Lessee makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly incorporated, validly existing and in good standing under the laws of the State of Indiana and authorized to do business in Missouri;

(b) The Company has lawful power and authority to enter into this Amendment and to carry out its obligations hereunder and the Company has been duly authorized to execute and deliver this Amendment, acting by and through its duly authorized officers and representatives;

(c) The execution and delivery of this Amendment, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Amendment by the Lessee will not, to the best of the Lessee's knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Lessee is a party or by which it or any of its property is bound, or the Lessee's organizational documents, or any order, rule or regulation applicable to the Lessee or any of its property of any court or governmental body, or constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Lessee under the terms of any instrument or agreement to which the Lessee is a party; and

(d) Fifth Third Bank is the only "Financing Party" under any Financing Documents or leasehold mortgage under a Leasehold Mortgage as described in Section 14.1 of the Lease.

Signature pages follow.

SIGNATURE PAGE TO
FIRST AMENDMENT TO GROUND LEASE

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first above written.

Lessor:

City of Gladstone, Missouri

By: _____

Printed: _____

Title: _____

SIGNATURE PAGE TO
FIRST AMENDMENT TO GROUND LEASE

Lessee:

F&C Gladstone Apartments, LLC
an Indiana limited liability company

By: _____

Printed: David Flaherty

Title: Manager

CONSENTS

Fifth Third Bank, as "Financing Party" under Financing Documents and leasehold mortgagee under a Leasehold Mortgage as described in Section 14.1 of the Lease, hereby consents to the execution and delivery of the First Amendment to Ground Lease.

FIFTH THIRD BANK,

By: _____

Name: _____

Position: _____

Security Bank of Kansas City, the successor to First Bank of Missouri, as "Trustee" as described in the Lease, hereby consents to the execution and delivery of the First Amendment to Ground Lease.

SECURITY BANK OF KANSAS CITY,

By: _____

Name: _____

Position: _____

F&C Gladstone Apartments, LLC, as owner of 100% of the outstanding Bonds as described under the Lease, hereby consents to the execution and delivery of the First Amendment to Ground Lease.

F&C GLADSTONE APARTMENTS, LLC,

By: _____

Printed: David Flaherty

Title: Manager

Lease Addendum - Multifamily

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp. 12/31/2027)

The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. HUD collects this information to obtain supportive documentation that must be submitted to HUD for approval. HUD uses this information to ensure that viable projects are developed and maintained. This information is required to obtain benefits derived from the National Housing Act Multifamily Mortgage Insurance Programs. This information collected is authorized under Title II of the National Housing Act (12 USC 1701 et seq.) and the regulations at 24 CFR 200 et seq., and no confidentiality is assured.

Warning: Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

Project Name: **084-11218**
HUD Project No: **Heights at Linden Square**

THIS **LEASE ADDENDUM** is attached to and made part of that certain lease agreement entered into on the **1st** day of **July, 2013**, between **CITY OF GLADSTONE, MISSOURI, a third class city and political subdivision duly organized and existing under the laws of the State of Missouri** ("Landlord") and **F&C GLADSTONE APARTMENTS, LLC, an Indiana limited liability company**, ("Tenant") (collectively, the "Parties") (the "Lease").

The Lease Addendum is required in connection with a mortgage loan insured by the U.S. Department of Housing and Urban Development ("HUD") for multifamily projects pursuant to the National Housing Act, as amended, found at 12 U.S.C. § 1701, *et seq.* ("Act"), and made by the following HUD-approved lender, **GERSHMAN INVESTMENT CORP., an Arkansas corporation**, ("Lender"). The insured loan is secured by a Security Instrument on the leasehold estate set forth in the Lease.

The definition of any capitalized term or word used in this Lease Addendum and not otherwise defined can be found in the Security Instrument and/or Note between Lender and Tenant; or the Regulatory Agreement between Tenant and HUD. The terms "HUD" and "Lender" as used in the Lease Addendum shall also include their successors and assigns, and the Tenant is the same legal entity as the Borrower under the Security Instrument. All references to "days" in this Lease Addendum shall mean calendar days.

Notwithstanding anything else in the Lease to which this Lease Addendum is attached, and for valuable consideration, the receipt and sufficiency of which the Parties hereto hereby acknowledge and agree, and to induce the Lender to make the Loan to the Tenant described in the Security Instrument, and to induce HUD to insure said Loan, so

long as this leasehold estate is subject to a security instrument insured, reinsured, or held by HUD or given to HUD in connection with a resale, or the Property is acquired and held by HUD because of a default under the Security Instrument, Landlord and Tenant acknowledge and agree to the following provisions.

Lease

The leasehold estate consists of the legally described land and includes all buildings, improvements, alterations, and fixtures now or in the future located on the legally described land. The Tenant does not own any of the buildings, improvements, alterations or fixtures. As such, the term “**Property**” means the legally described land in the Lease including the buildings, improvements, alterations and fixtures now or in the future located on the land.

1. Compliance with HUD Requirements. Pursuant to the Act, the following provisions may not be waived under any circumstances, whether for a new lease or an existing lease:

- (a) the term of the Lease and other Lease provisions comply with the section of the Act and related federal regulations under which the Note is endorsed for mortgage insurance;
- (b) the Landlord owns the Property in fee simple, and the leasehold estate is granted directly by the Landlord to the Tenant;
- (c) the leasehold estate underlying the Lease constitutes a mortgageable real property interest under state law;
- (d) the Lease and related Lease documents do not conflict with any Program Obligations^[1] promulgated by HUD with respect to such mortgage insurance; and
- (e) all rent amounts have prior written approval by HUD.

2. Modifications. The Lease and this Lease Addendum shall not be modified without the written consent of HUD and Lender. Modifications of the Lease and this Lease Addendum that are not authorized in writing by HUD and Lender are void and unenforceable.

3. Conflict Provision. The provisions of this Lease Addendum benefit Lender and HUD and are specifically declared to be enforceable against the parties to the Lease and

^[1] “**Program Obligations**” means (1) all applicable statutes and any regulations issued by the Secretary pursuant thereto that apply to the Project, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to the Project, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in this Lease Addendum rather than add or delete provisions from such document. Handbooks, guides, notices, and mortgagee letters are available on “HUDCLIPS,” at www.hud.gov.

all other persons by Lender and HUD. In the event of any conflict, inconsistency or ambiguity between the provisions of this Lease Addendum and the provisions of any other part of the Lease, the provisions of this Lease Addendum shall prevail and control.

- 4. Recording.** The full Lease agreement and incorporated HUD Lease Addendum, or a memorandum of lease (if permitted under state law), must be recorded in the applicable land records office. If a memorandum of lease or a short form lease is to be recorded, it must set forth the following information, in addition to compliance with state law requirements:

- (a) names of the Parties;
- (b) legal description;
- (c) term and renewals;
- (d) reference to the HUD Lease Addendum; and
- (e) specific reference to HUD's option to purchase in Section 7 (unless Section 7 is expressly waived in writing by HUD in accordance with Program Obligations).

- 5. Estoppel Certificate.** As a condition of HUD's acceptance of a lease transaction, an estoppel certificate identifying the Lease documents and signed by the Landlord, dated within thirty (30) days of the Note endorsement, must be provided to Lender and HUD at closing. The Landlord must confirm in writing to Lender and HUD that the Security Instrument is authorized, the Lease is in full force and effect, there are no defaults or pending defaults under the Lease or conditions that would give rise to defaults given the passage of time, and that the description of the Property is correct. The document must provide the language required by 24 CFR Section 200.62, and also include the "Warning" language found at the beginning of this Lease Addendum.

Upon a reasonable request from Tenant, Lender, or HUD, Landlord further agrees to promptly provide from time to time an estoppel certificate to confirm the terms of, and no default under, the Ground Lease.

- 6. Consent for Mortgage.** Landlord agrees that the Tenant is authorized to obtain a loan, the repayment of which is to be insured by HUD and secured by the Security Instrument on this leasehold estate. The Tenant is further authorized to execute all documents necessary as determined by HUD and otherwise to comply with Program Obligations for obtaining such an insured loan.

- 7. HUD Option to Purchase. Intentionally Omitted.**

- 8. Conveyance by Tenant.** If approved in writing by HUD in advance, the Tenant may convey, assign, transfer, lease, sublease or sell all or any part of its leasehold interest in the Property without the need for approval or consent by any other person or entity.

- 9. Insurance.**

(a) Insurance policies shall be in an amount, and with such company or companies and in such form, and against such risks and hazards, as shall be approved by Lender and HUD.

(b) The Landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the Tenant to Lender. The Landlord may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by the Tenant to Lender.

10. Condemnation. All awards and/or proceeds from the condemnation, or the negotiated sale in lieu of condemnation, of all or any part of the Tenant's and/or Landlord's interests in the Property, Improvements or the leasehold estate, shall be paid to Lender and applied as provided in the Security Instrument between Lender and Tenant.

11. Tenant Default on Lease; Cure Rights; Termination. Intentionally Omitted.

12. Lender/HUD Option for New Lease. Intentionally Omitted.

13. Landlord Cooperation for Needed Authorizations. The Landlord agrees that within ten (10) days after receipt of written request from the Tenant, it will join in any and all applications for permits, licenses or other authorizations required by any Governmental Authority in connection with any work which the Tenant may do hereunder and will also join in any grants for easements for electric, telephone, telecommunications, cable, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the Property and if, at the expiration of such ten (10) day period, the Landlord shall not have joined in any such application, or grants for easements, the Tenant shall have the right to execute such application and grants in the name of the Landlord, and for that purpose, the Landlord hereby irrevocably appoints the Tenant as its attorney-in-fact to execute such papers on behalf of the Landlord, only to the extent that a public body as Landlord may do so within the exercise of its municipal powers and responsibilities.

14. Taxes. Nothing in this Lease shall require the Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the Landlord or any income excess profits or revenue tax, or any other tax, assessment charge or levy upon the rent payable by the Tenant under this Lease.

15. Notices. All notices, demands and requests which are required to be given by the Landlord, Tenant, Lender or HUD in connection with the Lease and this Lease Addendum shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the party as given in this instrument unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

All notices shall be addressed as follows:

If to Lender:	Gershman Investment Corp. Attn: Multifamily Loan Servicing 16253 Swingley Ridge Road, Suite 200 Chesterfield, Missouri 63017
If to HUD:	U.S. Department of Housing and Urban Development Attn: Multifamily Asset Management Director 400 State Avenue, Room 200 Kansas City, Kansas 66101
If to Tenant:	F&C Gladstone Apartments, LLC c/o Flaherty & Collins, Inc. Attn: David M. Flaherty 211 N. Pennsylvania Street, Suite 3000 Indianapolis, Indiana 46204
If to Landlord:	City of Gladstone, Missouri Attn: City Manager 7010 N. Holmes Street Gladstone, Missouri 64118

16.No Merger. There shall be no merger of this Lease or the leasehold estate created by this Lease with the fee estate in or ownership of the Property or any interest therein by reason of the fact that the same person or entity may acquire or hold, directly or indirectly, this Lease or the leasehold estate hereby created or any interest therein and fee estate in or ownership of the Property. No such merger shall occur unless and until HUD specifically consents and agrees in writing to such merger.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGES TO FOLLOW]**

The signatory below certifies that all of the information provided in this Lease Addendum and in any accompanying documentation is true, accurate, and complete, has been made, presented, and delivered for the purpose of influencing an official action of HUD, and may be relied upon by HUD as a true statement of the facts contained therein. The signatory acknowledges that the submission of any false, fictitious, or fraudulent statement, representation, or certification in this Lease Addendum or on any accompanying documents may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and/or imprisonment under applicable federal law.

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

LANDLORD:

CITY OF GLADSTONE, MISSOURI

By: _____
Name: Robert Baer
Title: City Manager

The signatory below certifies that all of the information provided in this Lease Addendum and in any accompanying documentation is true, accurate, and complete, has been made, presented, and delivered for the purpose of influencing an official action of HUD, and may be relied upon by HUD as a true statement of the facts contained therein. The signatory acknowledges that the submission of any false, fictitious, or fraudulent statement, representation, or certification in this Lease Addendum or on any accompanying documents may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and/or imprisonment under applicable federal law.

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

TENANT:

F&C GLADSTONE APARTMENTS, LLC,
an Indiana limited liability company

By: _____
David M. Flaherty, Manager

EXHIBIT C

**Rider to Security Instrument –
Fee Joinder**

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp. 12/31/2027)

The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. HUD collects this information to obtain supportive documentation that must be submitted to HUD for approval. HUD uses this information to ensure that viable projects are developed and maintained. This information is required to obtain benefits derived from the National Housing Act Multifamily Mortgage Insurance Programs. This information collected is authorized under Title II of the National Housing Act (12 USC 1701 et seq.) and the regulations at 24 CFR 200 et seq., and no confidentiality is assured.

Warning: Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

{When using this form, amend the first paragraph of the Security Instrument to include the Ground Lessor as an accommodating “Joinder Party” to ensure proper indexing against the Ground Lessor among the land records.}

This Rider (“**Rider**”) is attached to and amends the Security Instrument entered into between **F&C GLADSTONE APARTMENTS, LLC, an Indiana limited liability company** (“**Borrower**”) and **GERSHMAN INVESTMENT CORP., an Arkansas corporation** (“**Lender**”), dated as of **July 1, 2026**.

Borrower and Ground Lessor, in consideration of the Indebtedness and the trust created by this Security Instrument, irrevocably grant, convey and assign to Trustee, in trust, with power of sale, the Mortgaged Property, including the Leasehold Estate and the Fee Estate in the Land located in **Clay** County, State of **Missouri**, and described in **Exhibit A** to the Security Instrument.

To the extent any provisions of this Rider conflict with any provisions in the body of the Security Instrument to which this Rider is attached, the provisions of this Rider shall prevail. Any terms in the body of the Security Instrument not in conflict with the provisions of this Rider remain in full force and effect.

Notwithstanding anything else in the Security Instrument to which this Rider is attached, and for valuable consideration, the receipt and sufficiency of which the parties hereto hereby acknowledge and agree, and to induce the Lender to make the Loan to Borrower described in the Security Instrument, Borrower and Ground Lessor covenant and agree as follows:

1. Definitions

The following terms shall be added to Section 1 (Definitions) of the Security Instrument:

- (a) **"Fee Estate"** means that fee simple interest in the Land, presently held by Ground Lessor.
- (b) **"Ground Lease"** means that lease referenced in the attached Exhibit A, pursuant to which Borrower leases the Land from Ground Lessor, as such lease may be amended, modified, supplemented, renewed, and extended, but only with prior written approval of Lender and HUD.
- (c) **"Ground Lessor"** means that landlord, leasing the Land to Borrower pursuant to the Ground Lease.
- (d) **"Leasehold Estate"** means Borrower's interest in the Land and all other real property, existing pursuant to the Ground Lease, including the following:
 - (i) All rights of Borrower to renew or extend the term of the Ground Lease.
 - (ii) All amounts deposited by Borrower with Ground Lessor under the Ground Lease.
 - (iii) Borrower's right or privilege to terminate, cancel, surrender, modify, or amend the Ground Lease.
 - (iv) All other options, privileges and rights granted and demised to Borrower under the Ground Lease and all appurtenances and improvements with respect to the Ground Lease.

The following term will be modified in Section 1 (Definitions) of the Security Instrument:

- (e) **"Mortgaged Property"** retains that same definition as provided in the Security Instrument, excepting that it is extended to also include Ground Lessor's present and future right, title and interest in and to those respective items (1-17), identified in the Security Instrument's definition of "Mortgaged Property."

2. Ground Lessor Joinder

- (a) Ground Lessor acknowledges and agrees that all rights and interests in the Fee Estate and Leasehold Estate and any indebtedness owed by Borrower (now or later existing) are encumbered by the Security Instrument.
- (b) By its execution and delivery of this Rider, Ground Lessor joins in the Security Instrument with the same intent and consequence as if Ground Lessor were originally a party to the Security Instrument, for the purpose of

encumbering the Fee Estate with the lien of the Security Instrument, granting Lender a first priority lien on the Fee Estate, and acknowledging the agreements, covenants and obligations set forth in this Rider are applicable to Ground Lessor.

- (c) Ground Lessor represents that Ground Lessor possesses a fee simple absolute estate in the Land and that it owns the Land and, to the extent not owned in fee by Borrower, the Improvements, free and clear of all Liens, encumbrances and charges except for those otherwise approved by Lender and HUD.
- (d) Ground Lessor represents to Lender and HUD that it has the power, authority and right to execute this Rider and to deed, grant, convey and assign a security interest in Ground Lessor's right, title and interest in the Mortgaged Property pursuant to the terms of this Rider and to keep and observe all of the terms of this Rider to be performed by Ground Lessor under this Rider.
- (e) Ground Lessor agrees that it shall not without the prior written approval of Lender and HUD:
 - (i) Convey, assign, transfer, pledge, or encumber any part of the Mortgaged Property or any interest in the Mortgaged Property, except as provided for under the Ground Lease.
- (f) Ground Lessor acknowledges all of the following:
 - (i) Lender has not made any representations or warranties to Ground Lessor with respect to the creditworthiness of Borrower or the prospects of repayment of the Indebtedness.
 - (ii) Ground Lessor assumes full responsibility for keeping informed with respect to Borrower's business operations, if any, and financial condition to the extent Ground Lessor wishes to do so.
 - (iii) Lender will have no duty to disclose or report to Ground Lessor any information now or later known to Lender with respect to Borrower, including any information relating to any of Borrower's business operations or financial condition.
- (g) At any time, after Ground Lessor receives from Lender or HUD a notice of an Event of Default under any of the Loan Documents, Ground Lessor has the right (but will not be obligated) to make any payment, perform any obligation and take any other action that Borrower would have the right to

pay, perform or take under the applicable Loan Document which Ground Lessor deems necessary or desirable to cure the Event of Default.

- (h) Ground Lessor acknowledges and agrees that, upon the occurrence of an Event of Default, Lender or Trustee (if applicable) may take such action, without notice or demand, including foreclosure of the Mortgaged Property, as it deems advisable, to protect and enforce its rights against Borrower, Ground Lessor, and in and to the Mortgaged Property, including the Land, to the fullest extent under the terms of this Rider, the Security Instrument, and the other Loan Documents.
- (i) Ground Lessor has no personal liability for the repayment of the Indebtedness or the performance of any of Borrower's obligations under the Loan Documents. Ground Lessor's liability is expressly limited to the Mortgaged Property. However, nothing in this Rider limits the liability or obligations of Ground Lessor, in its capacity as landlord, under the Ground Lease.

3. Borrower's Acquisition of Fee Estate

- (a) If Borrower acquires the Fee Estate, there will be no merger between the Fee Estate and the Leasehold Estate unless all parties, including Lender, having an interest in the Ground Lease consent in writing to the merger of estates.
- (b) If Borrower acquires the Fee Estate during any period in which HUD insures or holds the Security Instrument and Note, Borrower must promptly notify HUD and Lender (if applicable) of such acquisition.
- (c) Simultaneously with Borrower's acquisition of the Fee Estate, the lien of this Security Instrument automatically, without the necessity of any further conveyance or recording, continues to cover the Fee Estate and remains prior to the Lien of any mortgage, deed of trust or other Lien placed on the Fee Estate after the date of this Security Instrument. Promptly after Borrower's acquisition of the Fee Estate, Borrower, at its sole cost and expense, including payment of Lender's attorneys' fees and costs and out-of-pocket disbursements, will execute and deliver all documents and instruments necessary to subject or further subject the Fee Estate to the first lien of this Security Instrument or to confirm and ratify such first lien, and must provide to Lender a title insurance policy insuring the lien of this Security Instrument as a first lien on the Fee Estate and the Leasehold Estate, as applicable.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGES TO FOLLOW]**

Each signatory below hereby certifies that each of their statements and representations contained in this Rider and all their supporting documentation thereto are true, accurate, and complete, and that each signatory has read and understands the terms of this Rider. This Rider has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

IN WITNESS WHEREOF, Borrower has signed and delivered this Rider or have caused this Rider to be signed and delivered by their duly authorized representative, as a sealed instrument.

BORROWER:

F&C GLADSTONE APARTMENTS, LLC,
an Indiana limited liability company

By: _____
David M. Flaherty, Manager

STATE OF _____)
COUNTY OF _____) SS:

Before me, a Notary Public in and for said County and State, personally appeared David M. Flaherty, Manager of F&C Gladstone Apartments, LLC, an Indiana limited liability company, who after having been duly sworn, acknowledged the execution of the foregoing Rider to Security Instrument – Fee Joinder for and on behalf of F&C Gladstone Apartments, LLC.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal in said County, State of _____, as of this ____ day of _____, 2026.

My Commission Expires:

Notary Public

SIGNATURE PAGE TO FEE JOINDER

Each signatory below hereby certifies that each of their statements and representations contained in this Rider and all their supporting documentation thereto are true, accurate, and complete, and that each signatory has read and understands the terms of this Rider. This Rider has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

IN WITNESS WHEREOF, Ground Lessor has signed and delivered this Rider or have caused this Rider to be signed and delivered by their duly authorized representative, as a sealed instrument.

GROUND LESSOR:
CITY OF GLADSTONE, MISSOURI

By: _____
Name: Robert Baer
Title: City Manager

[SEAL]

ATTEST:

By: _____
Kris Keller, City Clerk

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this ____ day of July, 2026, before me, the undersigned, a Notary Public in and for said State, appeared Robert Baer and Kris Keller, to me personally known, who, being by me duly sworn, did say that they are the City Manager and City Clerk, respectively, of the **CITY OF GLADSTONE, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by authority of its City Council, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

My Commission Expires: _____
Name: _____
Notary Public in and for said State

Space Above for Recorder's Use Only
DOCUMENT COVER SHEET

TITLE OF DOCUMENT: FIRST AMENDMENT TO MEMORANDUM
OF GROUND LEASE

**EFFECTIVE DATE OF
DOCUMENT:** _____, 2026

GRANTOR: CITY OF GLADSTONE, MISSOURI
Mailing Address: 7010 North Holmes
Gladstone, Missouri 64118
Attention: City Manager

LESSEE: F&C GLADSTONE APARTMENTS, LLC
Mailing Address: 211 N. Pennsylvania St.
Suite 3000
Indianapolis, Indiana 46204

This Document Prepared by
and upon Recording Return to:
David A. Adams
Krieg DeVault LLP
111 Congressional Blvd.
Suite 400
Carmel, Indiana 46032

FIRST AMENDMENT TO MEMORANDUM OF LEASE AGREEMENT

This First Amendment to Memorandum of Lease Agreement (this "Amendment") is entered into as of the _____ day of _____, 2026, by and between CITY OF GLADSTONE, MISSOURI, A THIRD CLASS CITY AND POLITICAL SUBDIVISION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI ("City"), and F&C GLADSTONE APARTMENTS, LLC, an Indiana limited liability company ("Company"). City and Company are sometimes hereinafter referred to as the "Parties" collectively or a "Party" individually.

RECITALS:

WHEREAS, City and Company are parties to that certain Lease dated July 1, 2013 (the "Lease") for certain real property located generally at N.E. 69th Street and N. Locust Street in Gladstone, Missouri, as further described in the Lease;

WHEREAS, City and Company are parties to that certain Memorandum of Lease Agreement dated effective July 1, 2013, recorded July 30, 2013, as Instrument No. 2013029395, Book 7154, Page 60, in the Recorder of Deeds of Clay County, Missouri (the "Memorandum");

WHEREAS, City and Company have amended the Lease to revise the legal description of the Project Site and incorporate certain requirements of the United States Department of Housing and Urban Development ("HUD"), and the Parties desire to amend the Memorandum accordingly.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Memorandum as follows:

1. **Recitals.** The above Recitals are incorporated herein by reference.
2. **Defined Terms.** Unless otherwise specifically set forth herein, all capitalized terms used herein shall have the same meaning as set forth in the Memorandum.
3. **Description of the Project Site.** Exhibit A to the Memorandum is hereby repealed in its entirety and replaced with Exhibit A attached hereto and made a part hereof.
4. **Incorporation of HUD Lease Addendum.** The Parties acknowledge that the Lease has been amended to incorporate that certain HUD Lease Addendum (the "HUD Addendum") effective as of July 1, 2026. The Lease, as so amended by the HUD Addendum, remains in full force and effect.

5. **Miscellaneous.** Except as modified herein, the Memorandum and all of the terms and provisions thereof shall remain unmodified and in full force and effect. In the event of any conflict or inconsistency between the provisions of the Memorandum and the provisions of this Amendment, the provisions of this Amendment shall control. City and Company hereby represent, each to the other, they have the power and authority to enter into this Amendment. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective beneficiaries, successors and assigns.

6. **Counterparts.** This Amendment may be (i) executed in any number of counterparts and by each of the undersigned on separate counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same agreement, and (ii) executed and delivered via telecopier or electronic mail with the same force and effect as if it were a manually executed and delivered counterpart.

Signature pages follow.

5

CONSENTS

Fifth Third Bank, as "Financing Party" under Financing Documents and leasehold mortgagee under a Leasehold Mortgage as described in Section 14.1 of the Lease, hereby consents to the execution and delivery of the First Amendment to Ground Lease.

FIFTH THIRD BANK,

By: _____
Name: _____
Position: _____

Security Bank of Kansas City, the successor to First Bank of Missouri, as "Trustee" as described in the Original Lease, hereby consents to the execution and delivery of the First Amendment to Ground Lease.

SECURITY BANK OF KANSAS CITY

By: _____
Name: _____
Position: _____

F&C Gladstone Apartments, LLC, as owner of 100% of the outstanding Bonds as described under the Original Lease, hereby consents to the execution and delivery of the First Amendment to Ground Lease.

F&C GLADSTONE APARTMENTS, LLC,
an Indiana limited liability company

By: _____
Name: David Flaherty
Position: Manager

Exhibit A
Legal Description

TRACT 1:

LOT 1, THE HEIGHTS AT LINDEN SQUARE, A SUBDIVISION IN GLADSTONE, CLAY COUNTY, MISSOURI.

TRACT 2:

ALL THAT PART OF THE EAST ONE-HALF OF VACATED NORTH CHERRY LANE (PLATTED OAKLEY AVENUE) LYING SOUTH OF NE 70TH STREET AND NORTH OF NE 69TH STREET IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 28, LINDEN, A SUBDIVISION OF LAND IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI; THENCE NORTH 89 DEGREES 42 MINUTES 53 SECONDS WEST, ALONG THE PROLONGATION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID NE 70TH STREET, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 89 DEGREES 42 MINUTES 53 SECONDS WEST ALONG SAID PROLONGATION, A DISTANCE OF 20.00 FEET, TO THE CENTER LINE OF SAID VACATED NORTH CHERRY LANE, THENCE SOUTH 00 DEGREES 23 MINUTES 35 SECONDS WEST, ALONG THE CENTERLINE OF SAID VACATED NORTH CHERRY LANE, A DISTANCE OF 372.72 FEET TO THE PROLONGATION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NE 69TH STREET; THENCE SOUTH 89 DEGREES 36 MINUTES 14 SECONDS EAST, ALONG THE PROLONGATION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NE 69TH STREET, A DISTANCE OF 20.00 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 35 SECONDS EAST, PARALLEL TO THE CENTER LINE OF SAID VACATED NORTH CHERRY LANE, A DISTANCE OF 372.75 FEET TO THE POINT OF BEGINNING.

Estoppel Certificate

U.S. Department of Housing and Urban Development

Warning: Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

To: Gershman Investment Corp.
16253 Swingley Ridge Road, Suite 200
Chesterfield, Missouri 63107

U.S. Department of Housing and Urban Development
Multifamily Southwest Region
Kansas City Regional Office
400 State Avenue, Room 200
Kansas City, Kansas 66101

RE: Lease Agreement dated as of July 1, 2013, by and between CITY OF GLADSTONE, MISSOURI, a third class city and political subdivision duly organized and existing under the laws of the State of Missouri (“**Landlord**”), and F&C GLADSTONE APARTMENTS, LLC, an Indiana limited liability company (“**Tenant**”), with respect to The Heights at Linden Square, 601 NE 70th St, Gladstone, Missouri 64118, FHA Project No. 084-11218 (the “**Project**”).

Ladies and Gentlemen:

This Estoppel Certificate is furnished by Landlord and Tenant to Gershman Investment Corp., an Arkansas corporation (“**Lender**”) and the U.S. Department of Housing and Urban Development (“**HUD**”) in connection with a mortgage loan (the “**Mortgage Loan**”) that Lender is making to the Landlord with respect to the Project, which Mortgage Loan is being insured by HUD. Landlord and Tenant each understand that Lender and HUD are relying upon this Estoppel Certificate in connection with making and insuring, respectively, the Mortgage Loan.

1. Certifications of Tenant. Except as set forth in Exhibit A, attached hereto, Tenant hereby represents and certifies to Lender and HUD, and their respective successors and assigns that, as of the date hereof:

(a) “**Lease**” means the following documents, true and correct copies of which are attached hereto as Exhibit B: Lease Agreement dated as of July 1, 2013, by and between Landlord and Tenant, as amended by that certain First Amendment to Lease dated July __, 2026;

(b) Tenant is the tenant under the Lease and has not assigned, pledged, encumbered or transferred any of its rights or obligations thereunder, except pursuant to that Bond Pledge Agreement dated July 19, 2013, or pursuant to any Financing Documents as defined in the Indenture;

(c) The Lease, Trust Indenture, Bond Purchase Agreement, Performance Agreement,

Development Agreement, all as amended or supplemented (collectively, the “Bond Documents”) and the other documents set forth in the Transcript of Proceedings pertaining to the Heights at Linden Square Project, all as amended or supplemented, set forth the full and complete agreement between Landlord and Tenant with respect to the Project. The Lease has not been amended, except as disclosed in Exhibit B, is in full force and effect according to its terms, and is valid and binding upon Tenant;

(d) Tenant is not in default under the Lease. No state of facts exists which, with the passage of time or the giving of notice, or both, could constitute a default by Tenant under the Lease. All rent, charges and other payments due to Landlord from Tenant under the Lease on or before the date hereof have been paid;

(e) Landlord is not in default under the Lease, and no state of facts exist which, with the passage of time or the giving of notice, or both, could constitute a default by Landlord under the Lease;

(f) Tenant has not paid any rent, charges or other payments due to Landlord from Tenant under the Lease more than thirty (30) days in advance, nor has Tenant paid any security deposit under the Lease;

(g) All conditions under the Lease to be satisfied by Landlord or Tenant as of the date hereof have been satisfied;

(h) All improvements, alterations and other work, if any, to be performed or constructed by Landlord under the Lease have been completed and have been accepted by Tenant. All contributions, if any, required to be paid to Tenant by Landlord for improvements to the Project have been paid; and

(i) There are no actions, voluntary or involuntary, pending against Tenant under any bankruptcy, receivership, insolvency or similar laws of the United States or any state or other governmental authority thereof.

2. Certifications of Landlord. Except as set forth in Exhibit A, attached hereto, Landlord hereby represents and certifies to Lender and HUD, and their respective successors and assigns that, as of the date hereof:

(a) “**Lease**” means the following documents, true and correct copies of which are attached hereto as Exhibit B: Lease Agreement dated as of July 1, 2013, by and between Landlord and Tenant, as amended by that certain First Amendment to Lease dated July __, 2026;

(b) Tenant is the tenant under the Lease and to the best of Landlord’s knowledge, has not assigned, pledged, encumbered or transferred any of its rights or obligations thereunder, except pursuant to that Bond Pledge Agreement dated July 19, 2013, or pursuant to any Financing Documents as defined in the Indenture;

(c) The Lease, Trust Indenture, Bond Purchase Agreement, Performance Agreement, Development Agreement, all as amended or supplemented (collectively, the “Bond Documents”) and the other documents set forth in the Transcript of Proceedings pertaining to the Heights at

Linden Square Project, all as amended or supplemented, set forth the full and complete agreement between Landlord and Tenant with respect to the Project. The Lease has not been amended, except as disclosed in Exhibit B, is in full force and effect according to its terms, and is valid and binding upon Landlord;

(d) Tenant is not in default under the Lease, and no state of facts exists which, with the passage of time or the giving of notice, or both, could constitute a default by Tenant under the Lease. All rent, charges and other payments due to Landlord from Tenant under the Lease on or before the date hereof have been paid;

(e) Landlord is not in default under the Lease, and no state of facts exist which, with the passage of time or the giving of notice, or both, could constitute a default by Landlord under the Lease;

(f) Tenant has not paid any rent, charges or other payments due to Landlord from Tenant under the Lease more than thirty (30) days in advance, nor has Tenant paid any security deposit under the Lease;

(g) All conditions under the Lease to be satisfied by Landlord or Tenant as of the date hereof have been satisfied;

(h) All improvements, alterations and other work, if any, to be performed or constructed by Landlord under the Lease have been completed and have been accepted by Tenant. All contributions, if any, required to be paid to Tenant by Landlord for improvements to the Project have been paid; and

(i) There are no actions, voluntary or involuntary, pending against Landlord under any bankruptcy, receivership, insolvency or similar laws of the United States or any state or other governmental authority thereof.

This document may be executed in counterparts, including handwritten and electronic signatures that shall be considered as an original signature for all purposes and shall have the same force and effect as handwritten or manual signatures. "Electronic signatures" shall include manual signatures scanned to an electronic format for transmission (e.g., via portable document format); digital signatures created with the use of electronic authentication software; or such other means of electronic execution as may be sufficient to authenticate the document under governing law. By signing electronically, each party further agrees and consents to waive any objection to the validity, enforceability, and admissibility of any signature contained herewith, to the fullest extent permitted by applicable federal, state, local law, or other requirement.

Tenant and Landlord hereby certify that the statements and representations contained in this instrument and all supporting documentation thereto are true, accurate, and complete and that each signatory has read and understands the terms of this instrument. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, Landlord has executed this Estoppel Certificate on this ____ day of July, 2026.

LANDLORD:

CITY OF GLADSTONE, MISSOURI

By: _____

Name: Robert Baer

Title: City Manager

WARNING – HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

IN WITNESS WHEREOF, Tenant has executed this Estoppel Certificate on this ____ day of July, 2026.

TENANT:

F&C GLADSTONE APARTMENTS, LLC,
an Indiana limited liability company

By: _____
David M. Flaherty, Manager

WARNING – HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Exhibit A
Exceptions

None.

Exhibit B

[Copy of Lease and all supplements, amendments and modifications thereto, and assignments thereof]

RECORDING COVER SHEET

Title of Document: SUBORDINATION, NON-DISTRUBANCE AND ATTORNMENT AGREEMENT

Date: AS OF JULY 1, 2026

Grantors: F&C GLADSTONE APARTMENTS, LLC, AN INDIANA LIMITED LIABILITY COMPANY and CITY OF GLADSTONE, MISSOURI

**Grantors
Addresses:** 211 N. PENNSYLVANIA STREET, SUITE 3000, INDIANAPOLIS,
INDIANA 46204

7010 NORTH HOLMES, GLADSTONE, MISSOURI 64118

Grantee: GERSHMAN INVESTMENT CORP., AN ARKANSAS CORPORATION

**Grantee
Address:** 16253 SWINGLEY RIDGE ROAD, SUITE 200, CHESTERFIELD,
MISSOURI 63107

Legal Description: SEE ATTACHED EXHIBIT A

Reference(s): Document No. 2013029397, Book 7154, Page 62

NOTE: The terms "grantor" and "grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself refers to the parties by other designations.

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT, made as of this 1st day of July, 2026, by and between **F&C Gladstone Apartments, LLC, an Indiana limited liability company** ("Owner" or "Lessor"), as lessor under the lease hereinafter described, and **CITY OF GLADSTONE, MISSOURI, a third class city organized and existing under the laws of Missouri** ("Operator" or "Lessee"), lessee under the aforementioned lease, in favor of **GERSHMAN INVESTMENT CORP.**, an Arkansas corporation ("FHA Lender"), the owner and holder of the Mortgage hereinafter described.

W I T N E S S E T H:

WHEREAS, Lessor has executed, or will execute that certain Multifamily Deed of Trust, Security Agreement, Assignment of Rents, and Fixture Filing (Missouri) dated as of July 1, 2026, (the "Mortgage"), in favor of FHA lender and covering certain real property (the "Property") located in the City of Gladstone, County of Clay, State of Missouri, with a legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference, and covering the improvements situated thereon (the "Improvements"); and

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated July 1, 2013, and all amendments thereto (the "Lease"), **which Lease is evidenced by that certain Memorandum of Lease recorded on July 30, 2013, as Document No. 2013029397, in Book 7154, at Page 62, in the office of the Recorder of Deeds of Clay County, Missouri**, covering the Improvements for the term and upon the conditions set forth therein; and

WHEREAS, the parties hereto now desire to enter into this Agreement to establish certain rights and obligations with respect to their interests, and to provide for various contingencies as hereinafter set forth.

NOW, THEREFORE, in consideration for the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual benefits to accrue to the parties hereto, it is hereby declared, understood and agreed that the Lease, all terms and conditions set forth in the Lease, the leasehold interests and estates created thereby, and the priorities, rights, privileges and powers of Lessee and Lessor there under shall be and the same are hereby, and with full knowledge and understanding of the effect thereof, unconditionally made subject and subordinate to the lien and charge of the Mortgage, all terms and conditions contained therein, any renewals, extensions, modifications or replacements thereof, and the rights, privileges and powers of the trustee and FHA lender there under, and shall hereafter be junior and inferior to the lien and charge of the Mortgage. The parties further agree as follows:

1. It is expressly understood and agreed that this Agreement shall supersede, to the extent inconsistent herewith, the provisions of the Lease relating to the subordination of the Lease and the leasehold interests and estates created thereby to the lien or

charge of the Mortgage.

2. FHA lender consents to the Lease.
3. In the event FHA lender or any other purchaser at a foreclosure sale or sale under private power contained in the Mortgage, or by acceptance of a deed in lieu of foreclosure, succeeds to the interest of Lessor under the Lease by reason of any foreclosure of the Mortgage or the acceptance by FHA lender of a deed in lieu of foreclosure, or by any other manner, it is agreed as follows:
 - (a) Lessee shall be bound to FHA lender or such other purchaser under all of the terms, covenants and conditions of the Lease for the remaining balance of the term thereof, with the same force and effect as if FHA lender or such other purchaser were the lessor under such Lease, and Lessee does hereby agree to attorn to FHA lender or such other purchaser as its lessor, such attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties to this Agreement, immediately upon FHA lender or such other purchaser succeeding to the interest of Lessor under the Lease.
 - (b) Subject to the observance and performance by Lessee of all the terms, covenants and conditions of the Lease on the part of the Lessee to be observed and performed, FHA lender or such other purchaser shall recognize the leasehold estate of Lessee under all of the terms, covenants and conditions of the Lease for the remaining balance of the term (as the same may be extended in accordance with the provisions of the Lease) with the same force and effect as if FHA lender or such other purchaser were the lessor under the Lease and the Lease shall remain in full force and effect and shall not be terminated, except in accordance with the terms of the Lease or this Agreement; provided, however, that FHA lender or such other purchaser shall not be (i) liable for any act or omission of Lessor or any other prior lessor, (ii) obligated to cure any defaults of Lessor or any other prior lessor under the Lease which occurred prior to the time that FHA lender or such other purchaser succeeded to the interest of Lessor or any other prior lessor under the Lease, (iii) subject to any offsets or defenses which Lessee may be entitled to assert against Lessor or any other prior lessor, (iv) bound by any payment of rent or additional rent by Lessee to Lessor or any other prior lessor for more than one (1) month in advance, (v) bound by any amendment or modification of the Lease made without the written consent of FHA lender or such other purchaser, or (vi) liable or responsible for or with respect to the retention, application and/or return to Lessee of any security deposit paid to Lessor or any other prior landlord, whether or not still held by Lessor, unless and until FHA lender or such other purchaser has actually received for its own account as lessor the full amount of such security deposit.

Lessee hereby agrees that it will not exercise any right granted it under the Lease, or which it might otherwise have under applicable law, to terminate the Lease on account of a default of Lessor there under or the occurrence of

any other event without first giving to FHA lender prior written notice of its intent to terminate, which notice shall include a statement of the default or event on which such intent to terminate is based. Thereafter, Lessee shall not take any action to terminate the Lease if FHA lender (a) within thirty (30) days after service of such written notice on FHA lender by Lessee of its intention to terminate the Lease, shall cure such default or event if the same can be cured by the payment or expenditure of money, or (b) shall diligently take action to obtain possession of the leased premises (including possession by receiver) and to cure such default or event in the case of a default or event which cannot be cured unless and until FHA lender has obtained possession, but in no event to exceed ninety (90) days after service of such written notice on FHA lender by Lessee of its intention to terminate.

4. Lessor and Lessee hereby certify to FHA lender that the lease as previously submitted to FHA lender has not been further amended.
5. For the purposes of facilitating FHA lender's rights hereunder, FHA lender shall have, and for such purposes is hereby granted by Lessee and Lessor, the right to enter upon the Property and the Improvements thereon for the purpose of affecting any such cure.
6. Lessee hereby agrees to give to FHA lender concurrently with the giving of any notice of default under the Lease, a copy of such notice by mailing the same to FHA lender in the manner set forth herein below, and no such notice given to Lessor which is not at or about the same time also given to FHA lender shall be valid or effective against FHA lender for any purpose.
7. Subordination of Lease to Mortgage and Regulatory Agreements and Regulation by the U.S. Department of Housing and Urban Development ("HUD").
 - (a) The Lease and all estates, rights, options, liens and charges therein contained or created under the Lease are and shall be subject and subordinate to the lien or interest of (i) the Mortgage on the Lessor's interest in the Property in favor of FHA lender, its successors and assigns insofar as it affects the real and personal property comprising the Property (and not otherwise owned, leased or licensed by Lessee) or located thereon or therein, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all advances made or to be made there under, to the full extent of amounts secured thereby and interest thereon, and (ii) that certain Regulatory Agreement for Multifamily Housing Projects between Lessor and HUD to be recorded against the Property.
 - (b) The parties to the Lease agree to execute and deliver to FHA lender and/or HUD such other instrument or instruments as the FHA lender and/or HUD, or their respective successors or assigns, shall reasonably request from time to time to reconfirm the status of the lease and to effect and/or confirm the subordination of the Lease to the lien of the Mortgage and the above-

described Regulatory Agreements. To the extent that any provision of the Lease shall be in conflict with the HUD Program Obligations (as such term is defined below), the HUD Program Obligations shall be controlling.

- (c) In the event HUD, at a foreclosure sale or sale under private power contained in the Mortgage, or by acceptance of a deed in lieu of foreclosure, succeeds to the interest of Lessor under the Lease by reason of any foreclosure of the Mortgage or the acceptance by HUD of a deed in lieu of foreclosure, or by any other manner, it is agreed as follows:
 - (i) HUD can terminate the Lease for any violation of the Lease that is not cured within any applicable notice and cure period given in the Lease.
 - (ii) As used in this Agreement "Program Obligations" means (1) all applicable statutes and any regulations issued by the Secretary pursuant thereto that apply to the Project, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to the Project, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in this Agreement rather than add or delete provisions from such document. Handbooks, guides, notices, and mortgagee letters are available on HUD's official website: (<http://www.hud.gov/offices/adm/hudclips/index.cfm>, or a successor location to that site).
- (d) To the extent there is any inconsistency between the terms of this Subordination, Non-Disturbance and Attornment Agreement, and the Lease, the terms of this Subordination, Non-Disturbance and Attornment Agreement shall be controlling.

8. For purposes of any notices to be given to FHA lender hereunder, the same shall be sent by U.S. certified mail, return receipt requested, postage prepaid, to FHA lender at the following address:

Gershman Investment Corp.
16253 Swingley Ridge Road, Suite 200
Chesterfield, Missouri 63017
Attn: Multifamily Loan Servicing

or to such other address as FHA lender may hereafter notify Lessee in writing by notice sent to Lessee as aforesaid at Lessee's address at the Property, or such other address as FHA lender may hereafter be advised of in writing by notice sent to FHA lender as aforesaid.

9. The agreements contained herein shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.
10. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute a single instrument.
11. This Agreement shall, in all respects, be governed by and construed and interpreted in accordance with the laws of the Missouri.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SEE ATTACHED SIGNATURE PAGES]**

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

LESSOR:

F&C GLADSTONE APARTMENTS, LLC,
an Indiana limited liability company

By: _____
David M. Flaherty, Manager

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared David M. Flaherty, Manager of F&C Gladstone Apartments, LLC, an Indiana limited liability company, who after having been duly sworn, acknowledged the execution of the foregoing Subordination, Non-Disturbance and Attornment Agreement for and on behalf of F&C Gladstone Apartments, LLC.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal in said County, State of _____, as of this ____ day of _____, 2026.

My Commission Expires:

Notary Public

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

LESSEE:

CITY OF GLADSTONE, MISSOURI,

By: _____
Name:
Title:

[SEAL]

ATTEST:

By: _____
Kris Keller, City Clerk

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this _____ day of July, 2026, before me, the undersigned, a Notary Public in and for said State, appeared Robert Baer and Kris Keller, to me personally known, who, being by me duly sworn, did say that they are the City Manager and City Clerk, respectively, of the **CITY OF GLADSTONE, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by authority of its City Council, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Name: _____
Notary Public in and for said State

My Commission Expires:

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

FHA LENDER:

GERSHMAN INVESTMENT CORP.,
an Arkansas corporation

By: _____
Amy Michel, Vice President

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Amy Michel, Vice President of Gershman Investment Corp., an Arkansas corporation, who after having been duly sworn, acknowledged the execution of the foregoing Subordination, Non-Disturbance and Attornment Agreement for and on behalf of Gershman Investment Corp.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal in said County, State of _____, as of this ____ day of _____, 2026.

My Commission Expires:

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

TRACT 1:

LOT 1, THE HEIGHTS AT LINDEN SQUARE, A SUBDIVISION IN GLADSTONE, CLAY COUNTY, MISSOURI.

TRACT 2:

ALL THAT PART OF THE EAST ONE-HALF OF VACATED NORTH CHERRY LANE (PLATTED OAKLEY AVENUE) LYING SOUTH OF NE 70TH STREET AND NORTH OF NE 69TH STREET IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 28, LINDEN, A SUBDIVISION OF LAND IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI; THENCE NORTH 89 DEGREES 42 MINUTES 53 SECONDS WEST, ALONG THE PROLONGATION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID NE 70TH STREET, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTH 89 DEGREES 42 MINUTES 53 SECONDS WEST ALONG SAID PROLONGATION, A DISTANCE OF 20.00 FEET, TO THE CENTER LINE OF SAID VACATED NORTH CHERRY LANE, THENCE SOUTH 00 DEGREES 23 MINUTES 35 SECONDS WEST, ALONG THE CENTERLINE OF SAID VACATED NORTH CHERRY LANE, A DISTANCE OF 372.72 FEET TO THE PROLONGATION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NE 69TH STREET; THENCE SOUTH 89 DEGREES 36 MINUTES 14 SECONDS EAST, ALONG THE PROLONGATION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NE 69TH STREET, A DISTANCE OF 20.00 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 35 SECONDS EAST, PARALLEL TO THE CENTER LINE OF SAID VACATED NORTH CHERRY LANE, A DISTANCE OF 372.75 FEET TO THE POINT OF BEGINNING.

Estoppel Certificate

U.S. Department of Housing and Urban Development

Warning: Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

To: Gershman Investment Corp.
16253 Swingley Ridge Road, Suite 200
Chesterfield, Missouri 63107

U.S. Department of Housing and Urban Development
Multifamily Southwest Region
Kansas City Regional Office
400 State Avenue, Room 200
Kansas City, Kansas 66101

RE: Retail/Commercial Lease Agreement dated as of July 19, 2013, by and between F&C GLADSTONE OWNER, LLC, an Indiana limited liability company ("**Prior Landlord**"), and CITY OF GLADSTONE, MISSOURI, a third class city organized and existing under the laws of the State of Missouri ("**Tenant**"), with respect to Heights at Linden Square, 601 NE 70th St, Gladstone, Missouri 64118, FHA Project No. 084-11218 (the "**Project**"), as assigned by that certain Assignment and Assumption of Lease and Related Rights dated as of July [], 2026, by and between Prior Landlord and F&C GLADSTONE APARTMENTS, LLC, an Indiana limited liability company ("**Landlord**").

Ladies and Gentlemen:

This Estoppel Certificate is furnished by Landlord and Tenant to Gershman Investment Corp., an Arkansas corporation ("**Lender**") and the U.S. Department of Housing and Urban Development ("**HUD**") in connection with a mortgage loan (the "**Mortgage Loan**") that Lender is making to the Landlord with respect to the Project, which Mortgage Loan is being insured by HUD. Landlord and Tenant each understand that Lender and HUD are relying upon this Estoppel Certificate in connection with making and insuring, respectively, the Mortgage Loan.

1. Certifications of Tenant. Except as set forth in Exhibit A, attached hereto, Tenant hereby represents and certifies to Lender and HUD, and their respective successors and assigns that, as of the date hereof:

(a) "**Lease**" means the following documents, true and correct copies of which are attached hereto as Exhibit B: Retail/Commercial Lease Agreement dated as of July 19, 2013, by and between Prior Landlord and Tenant, as assigned to Landlord by that certain Assignment and Assumption of Lease and Related Rights dated as of July [], 2026, by and between Prior Landlord and Landlord;

(b) Tenant is the tenant under the Lease and has not assigned, pledged, encumbered or

transferred any of its respective rights or obligations thereunder. Tenant has subleased a portion of the Project as set forth in that certain Commercial Lease, The Heights at Linden Square Retail Lease, dated December 18, 2017, between the City of Gladstone, Missouri and Northland Restaurant Associates, Inc.;

(c) The Lease sets forth the full and complete agreement between Landlord and Tenant with respect to the Project. The Lease has not been amended, except as disclosed in Exhibit B, is in full force and effect according to its terms, and is valid and binding upon Tenant;

(d) Tenant is not in default under the Lease. No state of facts exists which, with the passage of time or the giving of notice, or both, could constitute a default by Tenant under the Lease. All rent, charges and other payments due to Landlord from Tenant under the Lease on or before the date hereof have been paid;

(e) Landlord is not in default under the Lease, and no state of facts exist which, with the passage of time or the giving of notice, or both, could constitute a default by Landlord under the Lease;

(f) Tenant has not paid any rent, charges or other payments due to Landlord from Tenant under the Lease more than thirty (30) days in advance, nor has Tenant paid any security deposit under the Lease;

(g) All conditions under the Lease to be satisfied by Landlord or Tenant as of the date hereof have been satisfied;

(h) All improvements, alterations and other work, if any, to be performed or constructed by Landlord under the Lease have been completed and have been accepted by Tenant. All contributions, if any, required to be paid to Tenant by Landlord for improvements to the Project have been paid; and

(i) There are no actions, voluntary or involuntary, pending against Tenant under any bankruptcy, receivership, insolvency or similar laws of the United States or any state or other governmental authority thereof.

2. Certifications of Landlord. Except as set forth in Exhibit A, attached hereto, Landlord hereby represents and certifies to Lender and HUD, and their respective successors and assigns that, as of the date hereof:

(a) “**Lease**” means the following documents, true and correct copies of which are attached hereto as Exhibit B: Retail/Commercial Lease Agreement dated as of July 19, 2013, by and between Prior Landlord and Tenant, as assigned to Landlord by that certain Assignment and Assumption of Lease and Related Rights dated as of July [___], 2026, by and between Prior Landlord and Landlord;

(b) Tenant is the tenant under the Lease and has not assigned, pledged, encumbered or transferred any of its rights or obligations thereunder. Tenant has subleased a portion of the Project as set forth in that certain Commercial Lease, The Heights at Linden Square Retail Lease, dated December 18, 2017, between the City of Gladstone, Missouri and Northland Restaurant

Associates, Inc.;

(c) The Lease sets forth the full and complete agreement between Landlord and Tenant with respect to the Project. The Lease has not been amended, except as disclosed in Exhibit B, is in full force and effect according to its terms, and is valid and binding upon Landlord;

(d) Tenant is not in default under the Lease, and no state of facts exists which, with the passage of time or the giving of notice, or both, could constitute a default by Tenant under the Lease. All rent, charges and other payments due to Landlord from Tenant under the Lease on or before the date hereof have been paid;

(e) Landlord is not in default under the Lease, and no state of facts exist which, with the passage of time or the giving of notice, or both, could constitute a default by Landlord under the Lease;

(f) Tenant has not paid any rent, charges or other payments due to Landlord from Tenant under the Lease more than thirty (30) days in advance, nor has Tenant paid any security deposit under the Lease;

(g) All conditions under the Lease to be satisfied by Landlord or Tenant as of the date hereof have been satisfied;

(h) All improvements, alterations and other work, if any, to be performed or constructed by Landlord under the Lease have been completed and have been accepted by Tenant. All contributions, if any, required to be paid to Tenant by Landlord for improvements to the Project have been paid; and

(i) There are no actions, voluntary or involuntary, pending against Landlord under any bankruptcy, receivership, insolvency or similar laws of the United States or any state or other governmental authority thereof.

Tenant and Landlord hereby certify that the statements and representations contained in this instrument and all supporting documentation thereto are true, accurate, and complete and that each signatory has read and understands the terms of this instrument. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, Landlord has executed this Estoppel Certificate on this ____ day of _____, 2026.

LANDLORD:

F&C GLADSTONE APARTMENTS, LLC,
an Indiana limited liability company

By: _____
David M. Flaherty, Manager

IN WITNESS WHEREOF, Tenant has executed this Estoppel Certificate on this ____ day of _____, 2026.

TENANT:

CITY OF GLADSTONE, MISSOURI

By: _____

Name: Robert Baer

Title: City Manager

Exhibit A
Exceptions

None.

Exhibit B

[Copy of Lease and all supplements, amendments and modifications thereto, and assignments thereof]

ASSIGNMENT AND ASSUMPTION OF LEASE AND RELATED RIGHTS

This ASSIGNMENT AND ASSUMPTION OF LEASE AND RELATED RIGHTS (this "Assignment") is made and entered into as of the ____ day of _____, 2026 (the "Effective Date"), by and between F&C GLADSTONE OWNER, LLC, an Indiana limited liability company ("Assignor"), and F&C GLADSTONE APARTMENTS, LLC, an Indiana limited liability company ("Assignee") (each, a "party" and together, the "parties").

R E C I T A L S

WHEREAS, Assignor, as Landlord (the "Landlord"), and the City of Gladstone, Missouri, a third class city organized and existing under the laws of the State of Missouri (the "Tenant") entered into that certain Retail/Commercial Lease Agreement, dated July 19, 2013 (the "Lease"), pursuant to which Landlord leased to Tenant the Premises within the Building, all as more particularly described in the Lease; and

WHEREAS, Assignor desires to assign all of its rights, title and interest in and to the Lease to Assignee, and Assignee desires to assume such rights, title and interest pursuant to the terms and conditions of this Assignment.

C O V E N A N T S

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Definitions. All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Lease.

2. Assignment. Assignor hereby represents and warrants to Assignee that Assignor has not previously assigned, transferred, pledged or encumbered its right, title or interest under the Lease. Assignor hereby assigns, transfers, conveys and sets over to Assignee all of Assignor's right, title and interest in, to and under the Lease and, to the extent first arising and accruing from and after the Effective Date, Assignor's obligations and duties under the Lease. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from and against any and all claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs) arising out of or in connection with the terms, covenants, conditions, duties, liabilities and obligations of Assignor to be performed on the part of the Landlord under the Lease to the extent the same first arose and accrued prior to the Effective Date.

3. Assumption. Assignee hereby accepts the foregoing assignment and hereby agrees to assume, keep, perform and fulfill all terms, covenants, conditions, duties, liabilities and obligations of Assignor to be performed on the part of Landlord under the Lease to the extent the same first arise and accrue from and after the Effective Date. Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any and all claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs) arising out of or in connection with the terms, covenants, conditions, duties, liabilities and obligations of Assignor to be performed on the part of the lessee under the Lease to the extent the same first arise and accrue from and after the Effective Date.

4. Amendment to Memorandum. Contemporaneously with the execution of this Assignment, the parties shall execute and thereafter promptly record an amendment to the memorandum of record concerning the Lease in the form attached hereto as Exhibit A.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Missouri, without regard to its conflicts of law principles.

7. Counterparts. This Assignment may be executed in any number of counterparts or by use of counterpart signature pages, each of which shall be a valid and binding original, but all of which together shall constitute one and the same instrument. Executed counterparts or counterpart signature pages of this Assignment may be delivered by the parties via facsimile transmission or electronic mail, either or both of which shall constitute a delivery of an original for all purposes.

8. Authorization. This Assignment is executed by duly authorized officers of the parties, for and on behalf of the parties, and the persons executing this Assignment, for and on behalf of the said parties, acknowledge and state that they have full power and authority to execute this Assignment pursuant to the organizational documents of the parties and without further approvals or consents.

9. Validity Clause. The unenforceability or invalidity of any provision hereof shall not render any other provision or provisions herein contained unenforceable or invalid. Any provisions found unenforceable shall be severable from this Assignment.

10. Further Assurances. Assignor covenants and agrees that it shall, from time to time, execute, acknowledge and deliver any and all further acts, assignments, transfers, assurances and instruments reasonably requested by Assignee that are reasonably necessary after the Effective Date to implement this Assignment.

IN WITNESS WHEREOF, Assignee and Assignor have duly executed and delivered this Assignment and Assumption of Lease and Related Rights by their authorized representatives as of the Effective Date.

ASSIGNOR:

F&C GLADSTONE OWNER, LLC,
an Indiana limited liability company

By: _____
David M. Flaherty, Manager

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared David M. Flaherty, the Manager of F&C GLADSTONE OWNER, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this _____ day of _____, 2026.

Notary Public
Printed: _____

My Commission Number: _____
My Commission Expires: _____
My County of Residence: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

4

TENANT ACKNOWLEDGMENT

On this _____ day of _____, 2026 (the “Effective Date”), the CITY OF GLADSTONE, MISSOURI, a third class city organized and existing under the laws of the State of Missouri (the “Tenant”), which is the Tenant of that certain Retail/Commercial Lease Agreement dated July 19, 2013 (the “Lease”), with F&C GLADSTONE OWNER, LLC, an Indiana limited liability company (“Assignor”), hereby acknowledges the assignment of the Lease by Assignor to F&C GLADSTONE APARTMENTS, LLC (“Assignee”). Tenant further acknowledges and agrees that, from and after the Effective Date: (a) Assignee shall be the Landlord under the Lease; and (b) Assignor is released from any and all liabilities and obligations in the Lease or the performance of any other obligations under the Lease, accruing under the Lease after the Effective Date. Notwithstanding the foregoing, Lessor does not release Assignor from any of its obligations, to Tenant which accrued prior to the Effective Date.

TENANT:

CITY OF GLADSTONE, MISSOURI

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and _____, to me personally known, who, being duly sworn, did say they are the City Manager and City Clerk, respectively, of the CITY OF GLADSTONE, MISSOURI, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this
day of _____, 2026.

Notary Public

Printed: _____

My Commission Number:

My Commission Expires: _____

My County of Residence: _____

EXHIBIT A

AMENDMENT TO MEMORANDUM OF LEASE

[ATTACHED HERETO]

Space Above for Recorder's Use Only
DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Amendment to Memorandum of Lease

EFFECTIVE DATE OF DOCUMENT: _____, 2026

GRANTOR / ASSIGNOR: F&C Gladstone Owner, LLC
Mailing Address: 211 N. Pennsylvania St.
Suite 3000
Indianapolis, Indiana 46204

ASSIGNEE: F&C Gladstone Apartments, LLC
Mailing Address: 211 N. Pennsylvania St.
Suite 3000
Indianapolis, Indiana 46204

GRANTEE: City of Gladstone, Missouri
7010 North Holmes
Gladstone, Missouri 64118
ATTN: City Manager

This Document Prepared by
and upon Recording Return to:
David A. Adams
Krieg DeVault LLP
111 Congressional Blvd.
Suite 400
Carmel, Indiana 46032

AMENDMENT TO
MEMORANDUM OF LEASE

This Amendment to Memorandum of Lease (this "Amendment") is made this ____ day of _____, 2026 (the "Effective Date"), by and between F&C GLADSTONE OWNER, LLC, an Indiana limited liability company ("Assignor"), and F&C GLADSTONE APARTMENTS, LLC, an Indiana limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor, as Landlord (the "Landlord"), and the City of Gladstone, Missouri, a third class city organized and existing under the laws of the State of Missouri (the "Tenant") entered into that certain Retail/Commercial Lease Agreement, dated July 19, 2013 (the "Lease"), pursuant to which Landlord leased to Tenant the Premises within the Building, all as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant are also parties to that certain Memorandum of Lease dated effective as of July 19, 2013 and recorded on July 30, 2013 as Instrument Number 2013029397 at Book 7154, Page 62 in the Office of the Recorder of Clay County, Missouri (the "Memorandum"); and

WHEREAS, Landlord and Assignee are also parties to that certain Assignment and Assumption of Lease and Related Rights, dated as of the Effective Date (the "Assignment"), whereby Landlord has assigned all of its rights, title and interest in and to the Lease to Assignee, and Assignee has assumed all such rights, title and interest, subject to the terms and conditions of the Assignment.

WHEREAS, Landlord, Assignee and Tenant desire to enter into this Amendment to evidence such assignment and assumption of the Lease as of the Effective Date.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree and confirm as follows:

The Memorandum and the Lease referred to therein are hereby modified to reflect the assignment and assumption of the Landlord's rights, title and interest in the Lease to the Assignee and the Assignee's assumption of all such rights, title and interest as of the Effective Date. By its signature below, Tenant hereby acknowledges such assignment and assumption, subject to the terms and conditions of the Assignment, which has been provided to the Tenant.

The undersigned persons executing this Amendment represent and warrant that they have full legal authority to execute this Amendment.

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page left intentionally blank]

(Printed Name)

(Printed Name)

My County of Residence: _____

Space Above for Recorder's Use Only
DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Affidavit of Termination of Lease

EFFECTIVE DATE OF DOCUMENT: _____, 2026

AFFIANT: City of Gladstone, Missouri
Mailing Address: 7010 North Holmes
Gladstone, Missouri 64118
Attention: City Manager

This Document Prepared by
and upon Recording Return to:
David A. Adams
Krieg DeVault LLP
111 Congressional Blvd.
Suite 400
Carmel, Indiana 46032

Cross Reference: Document No. 2013029421, Book 7154 Page 84

AFFIDAVIT OF TERMINATION OF LEASE

The undersigned _____ (“Affiant”), for and on behalf of the City of Gladstone, Missouri, a third class city and political subdivision duly organized and existing under the laws of the State of Missouri (the “City”), being first duly sworn, states as follows:

Affiant is the authorized representative of the City and has been fully authorized to execute this Affidavit on behalf of the City.

The City is the owner of certain real property located in Gladstone, Clay County, Missouri, commonly known as Suite A, 500 NE 69th Street, Gladstone, Missouri (the “Property”), and more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

The City (as landlord) and Michael J. Cochran (as tenant) are parties to that certain Office Lease dated June 11, 2009 (the “Lease”), pursuant to which the tenant leased a portion of the Property, notice of which was given in Subordination Agreement filed for record July 30, 2013 and recorded as Document No. 2013029421 in Book 7154 at Page 84 in the Office of the Recorder of Deeds of Clay County, Missouri.

The Lease has expired or has otherwise been terminated in accordance with its terms, and is no longer in full force and effect. To the City’s knowledge, the tenant identified above no longer has any right, title, leasehold interest, or possessory interest in or to the Property under the Lease.

This Affidavit is made for the purpose of confirming the expiration and/or termination of the Lease and may be relied upon by title companies, lenders, purchasers, and other interested parties.

This Affidavit is made for the purpose of inducing reliance by Gershman Investment Corp., and its successors and assigns, in connection with a refinance of the Property, and may be recorded in the Office of the Recorder of Deeds of Clay County, Missouri.

Signature page follows.

CITY OF GLADSTONE, MISSOURI

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this _____ day of _____, 2026.

Printed:

My County of Residence: _____

EXHIBIT "A"
Legal Description

Lot 1, THE HEIGHTS AT LINDEN SQUARE, a subdivision in Gladstone, Clay County, Missouri, formerly described as:

All of the REPLAT OF PART OF LOTS 11 AND 12, (Block 27) LINDEN, a subdivision of land, all of Blocks 26 and 27, and all that part of the vacated West Half of North Cherry Lane (platted as Howard Avenue) and all that part of the vacated North Cherry Lane (platted as Oakley Avenue), all of which is in LINDEN, a subdivision of land in the City of Gladstone, Clay County, Missouri, being further described as follows: Beginning at the Northwest corner of said Block 26, said point being on the Southerly Right-of-Way line of Northeast 70th Street (platted as Tenth Street); thence Sough 89 degrees 42 minutes 53 seconds East, along the North line of said Block 26 and Block 27 and its Easterly and Westerly prolongation thereof, also being the Southerly Right-of-Way line of said Northeast 70th Street a distance of 625.91 feet to a point on the centerline of said North Cherry Lane; thence South 00 degrees 23 minutes 35 seconds West, along the centerline of said N. Cherry Lane, a distance of 372.72 feet to the Northerly Right-of-Way line of Northeast 69th Street (platted as Ninth Street); thence North 89 degrees 36 minutes 14 seconds West, along the South line of said Block 27 and its Easterly and Westerly prolongation thereof, also being the Northerly Right-of-Way line of said Northeast 69th Street, a distance of 328.18 feet to a point on the centerline of said North Cherry Street; thence continuous along the Northerly Right-of-Way line of said Northeast 69th Street, North 89 degrees 42 minutes 45 seconds West, along the South line of said Block 26 and its Easterly prolongation, a distance of 298.28 feet to the Southwest corner of said Block 26, said point being on the Easterly Right-of-Way line of North Locust Street (platted as Cass Avenue); thence North 00 degrees 28 minutes 40 seconds East, along the West line of said Block 26, also being the Easterly Right-of-Way line of said North Locust Street, a distance of 372.08 feet to the point of Beginning. Said tract contains 5.35 acres, more or less.

Space Above for Recorder's Use Only
DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Affidavit of Scrivener's Error

EFFECTIVE DATE OF DOCUMENT: _____, 2026

AFFIANT: City of Gladstone, Missouri
Mailing Address: 7010 North Holmes
Gladstone, Missouri 64118
Attention: City Manager

This Document Prepared by
and upon Recording Return to:
David A. Adams
Krieg DeVault LLP
111 Congressional Blvd.
Suite 400
Carmel, Indiana 46032

Cross-Reference: Document No. C-9738, Book 928, Page 99
Document No. 2016012981, Book 7701, Page 62

AFFIDAVIT OF SCRIVENER'S ERROR

_____("Affiant"), being duly sworn upon their oath,
deposes and states that:

1. A sewer easement was granted to the City of Gladstone (the "Easement") and recorded December 13, 1966, as Document No. C-9738, Book 928, Page 99 in the Office of the Recorder of Deeds for Clay County, Missouri (the "Recorder's Office").

2. The location of the Easement is described on Exhibit A, attached hereto and incorporated herein.

2. The Easement was vacated by Vacation Ordinance No. 4.346 (the "Vacation Ordinance") recorded on April 26, 2016, as Document No. 2016012981, Book 7701, Page 62 in the Recorder's Office.

3. The instrument number cross reference in Exhibit F to the Vacation Ordinance was incorrect.

4. The Vacation Ordinance is intended to release the Easement, and this Affidavit corrects the instrument number cross reference in Exhibit F to read "Document No. C-9738, Book 928, Page 99".

[Remainder of page left intentionally blank]

**SIGNATURE PAGE TO
AFFIDAVIT OF SCRIVENER'S ERROR**

CITY OF GLADSTONE, MISSOURI

By: _____

Name: _____

Title: _____

STATE OF _____)

) SS:

COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and _____, to me personally known, who, being duly sworn, did say they are the City Manager and City Clerk, respectively, of the CITY OF GLADSTONE, MISSOURI, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this _____ day of _____, 2026.

Notary Public

Printed: _____

My Commission Number: _____

My Commission Expires:_____

My County of Residence: _____

EXHIBIT A

Legal Description of Vacated Easement

A PERMANENT SEWER LINE EASEMENT OVER THE EAST 10 FEET OF THE SOUTH 25 FEET AND A TEMPORARY CONSTRUCTION EASEMENT OVER THE EAST 25 FEET OF THE SOUTH 118 FEET OF THE FOLLOWING DESCRIBED TRACTS OF LAND, ALL OF LOTS 8, 9 BLOCK 27, LINDEN, AN ADDITION IN AND TO THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI.



Request for Council Action

RES ☐# City Clerk Only

BILL ☒# 26-27

ORD # 4.744

Date: 7/21/2026

Department: Public Works

Meeting Date Requested: 7/27/2026

Public Hearing: Yes ☐ Date: Click here to enter a date.

Subject: Amendment No. 1, Rights-of-Way Use Agreement, Zayo Group, LLC

Background: The City and Zayo Group, LLC executed a Rights-of-Way Use Agreement on June 14, 2016, as authorized by Ordinance 4.355. The company operates a long-distance fiber network that spans from Nebraska to Texas that includes an installation on NE/NW Englewood Road that extends from N. Oak Trafficway to the west City limits.

Budget Discussion: N.A.

Public/Board/Staff Input: City staff recommends the approval of this Amendment.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Timothy A. Nebergall
Department Director/Administrator

MY
City Attorney

BB
City Manager

BILL NO. 26-27

ORDINANCE NO. 4.744

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE RIGHTS-OF-WAY USE AGREEMENT WITH ZAYO GROUP, LLC.

WHEREAS, the City and Zayo Group, LLC executed a Rights-of-Way Use Agreement on June 14, 2016, as authorized by Ordinance 4.355; and

WHEREAS, the original term of the Rights-of-Way Use Agreement was for ten (10) years and expired on June 13, 2026; and

WHEREAS, the City and Zayo Group, LLC wish to execute this Amendment No. 1 to extend the Rights-of-Way Use Agreement for a period of ten years, expiring on June 13, 2036.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

SECTION 1: The City Manager is hereby authorized to execute Amendment No. 1 to the Rights-of-Way Use Agreement in substantially the form of Exhibit A, attached hereto and incorporated herein by this reference.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 27TH DAY OF JULY 2026.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk

First Reading: July 27, 2026

Second Reading: July 27, 2026

EXHIBIT A
AMENDMENT NO. 1 - EXTENSION OF RIGHT-OF-WAY USE AGREEMENT

THIS AMENDMENT NO. 1 ("Amendment") is entered into on _____ by and between the City of Gladstone Missouri ("City"), and Zayo Group, LLC and its affiliates, a Delaware limited liability company ("Zayo").

WHEREAS, the City and Zayo executed a Right-of-Way Use Agreement ("ROW Agreement") on June 14, 2016; and

WHEREAS, the original term of the ROW Agreement is for ten years and expired on June 13, 2026; and

WHEREAS the City and Zayo wish to execute this Amendment No. 1 to memorialize the renewal.

NOW, THEREFORE, THE CITY AND ZAYO AGREE AS FOLLOWS:

- A. Renewal and Extension. The ROW Agreement entered into by the City and Zayo on June 14, 2016 is hereby renewed and extended. This Extension Agreement shall last for a period of ten years, expiring on June 13, 2036.
- B. Section 9 Notice. Section 9 is amended to update Zayo's notice address to:

Zayo Group, LLC

Attn: Legal – Underlying Rights

1401 Wynkoop Street, Suite 500

Denver, CO 80202
- C. Terms and Conditions. During the term of this Amendment, all terms and conditions of the original ROW Agreement shall continue to apply and shall govern the activities of Zayo as described therein.
- D. Effective Date. This Extension Agreement shall take effect upon execution by the City and Zayo.

CITY OF GLADSTONE, MISSOURI

ZAYO GROUP, LLC

By: Robert M. Baer

Title: City Manager

Date: _____

By: Rebekah Melody

Title: Director, Underlying Rights
and Government Relations

Date: _____



Request for Council Action

RES ☒ # R-26-43

BILL ☐ # City Clerk Only

ORD ☐ # City Clerk Only

Date: 7/22/2026

Department: Parks & Recreation

Meeting Date Requested: 7/27/2026

Public Hearing: Yes ☐ Date: Click here to enter a date.

Subject: A Resolution authorizing the City Manager to execute an Agreement with Smith & Boucher Engineers in a total amount not to exceed \$160,000.00 for providing engineering services for the HUD HVAC project at the Gladstone Community Center.

Background: The HUD HVAC Replacement Project at Gladstone Community Center is a project funded by the Department of Housing and Urban Development. A Request for Qualifications (RFQ) was published and City Staff contacted Smith and Boucher Engineering following no proposals being submitted after a 3-week posting. As a result, Smith and Boucher Engineers was selected after review of their proposal to provide the engineering services for the Gladstone Community Center.

Budget Discussion: Grant funds have been awarded in the amount of \$3,000,000.00 for this project.

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Jordan Brown
Department Director/Administrator

CW
City Attorney

BB
City Manager

RESOLUTION R-26-43

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH SMITH & BOUCHER ENGINEERS IN A TOTAL AMOUNT NOT TO EXCEED \$160,000.00 FOR PROVIDING ENGINEERING SERVICES FOR THE HUD HVAC PROJECT AT THE GLADSTONE COMMUNITY CENTER.

WHEREAS, the services described in this Agreement are necessary and essential to complete the engineering services of the HUD HVAC Project at the Gladstone Community Center; and

WHEREAS, the City of Gladstone is the owner of the Gladstone Community Center and authorized to make such improvements to the property; and

WHEREAS, the City desires to engage the engineering firm to provide professional engineering services for the project described in this Agreement, and the engineering firm is willing to perform such services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into a contract with Smith & Boucher for work outlined in the contract for a total amount not to exceed \$160,000.00 for providing engineering services for the HUD HVAC project at the Gladstone Community Center.

FURTHER, THAT, funds for such purpose are authorized from the Capital Improvement Sales Tax Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 27TH DAY OF JULY 2026.

Jean B. Moore, Mayor

ATTEST:

Kris Keller, City Clerk