

AN ORDINANCE AUTHORIZING THE CITY OF GLADSTONE, MISSOURI, TO ENTER INTO A BASE LEASE AND A LEASE PURCHASE AGREEMENT WITH FIRST BANK OF MISSOURI RELATED TO FINANCING THE ACQUISITION OF LAND, THE CONSTRUCTION OF PARKING FACILITIES AND RELATED IMPROVEMENTS; AUTHORIZING AND APPROVING CERTAIN ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF SAID BASE LEASE AND LEASE PURCHASE AGREEMENT; AND PRESCRIBING CERTAIN MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Gladstone, Missouri (the "City"), desires to provide for the acquisition, of land and construction and installation of parking improvements and related improvements (the "Projects"); and

WHEREAS, after considering various financial alternatives for providing for the Projects, the City hereby determines that it is in the City's best financial interest to provide for the financing and acquisition, construction and installation of the Projects through the lease-purchase arrangement described in this Ordinance; and

WHEREAS, in order to accomplish the foregoing, it is necessary and desirable for the City to enter into:

- a. a Base Lease (the "Base Lease") under which the City will lease, as lessor, certain property described therein to First Bank of Missouri (the "Bank"), and
- b. a Lease Purchase Agreement (the "Lease Purchase Agreement," together with the Base Lease, the "City Documents") under which the Bank will make available to the City certain funds upon the terms and conditions described therein, and the City will lease, as lessee, the property leased to the Bank in the Base Lease, for a lease term ending in the year 2032 and for rental payments with aggregate principal components of \$1,155,000 and interest components of rental payments to be computed at a variable rate as described in the Lease Purchase Agreement; and

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

Section 1. Approval of Lease. The City documents are hereby approved in substantially the form submitted to and reviewed by the governing body on the date hereof (copies of which shall be filed in the records of the City), with such changes therein and final payment terms as shall be approved by the City Manager of the City, the City Manager's execution thereof to be conclusive evidence of the approval thereof. The date of the City Documents shall be the date of

execution and delivery thereof, and the final payment schedule shall be adjusted to account for the actual date of execution and delivery.

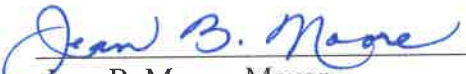
The City Manager is hereby authorized and directed to execute and deliver the Lease on behalf of and as the act and deed of the City.

Section 2. Further Authority. The City shall, and the officials and agents of the City are hereby authorized and directed to, take such action, expend such funds 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 and to carry out, comply with and perform the duties of the City with respect to the Lease and the Projects.

Section 3. Severability. If any one or more of the terms, provisions or conditions of this ordinance shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, none of the remaining terms, provisions or conditions of this ordinance shall be affected thereby and each provision of this ordinance shall be valid and enforceable to the fullest extent permitted by law.


Section 4. Effective Date. This ordinance shall take effect and be in full force from and after its adoption by the governing body.

PASSED, SIGNED AND MADE EFFECTIVE BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 28th DAY OF NOVEMBER, 2016.


Jean B. Moore, Mayor

[SEAL]

ATTEST:


Ruth E. Bocchino, City Clerk

1st Reading: November 28, 2016

2nd Reading: November 28, 2016

Draft

BASE LEASE

between

CITY OF GLADSTONE, MISSOURI
as Base Lessor

and

FIRST BANK OF MISSOURI
as Base Lessee

INDEX

PAGE

Section 1.	Representations by Base Lessor.....	1
Section 2.	Lease	2
Section 3.	Term	2
Section 4.	Rental	2
Section 5.	Assignments and Subleases.....	2
Section 6.	Termination	2
Section 7.	Default.....	3
Section 8.	Quiet Enjoyment	3
Section 9.	No Merger	3
Section 10.	Taxes and Assessments	3
Section 11.	Warranty and Indemnity Regarding Environmental Matters	3
Section 12.	Waiver of Personal Liability	4
Section 13.	Eminent Domain	4
Section 14.	Leaseback to Base Lessor; Term; Rental	5
Section 15.	Partial Invalidity.....	5
Section 16.	Notices.....	5
Section 17.	Section Headings.....	5
Section 18.	Amendments, Changes and Modifications.....	5
Section 19.	Applicable Law	6
Section 20.	Execution; Electronic Transactions.....	6
Section 21.	Successors	6
Section 22.	Complete Agreement	6
	Signatures and Seals.....	7
	Schedule 1	
	Schedule 2	

BASE LEASE

BASE LESSOR: **CITY OF GLADSTONE, MISSOURI**, a third class City

BASE LESSEE: **FIRST BANK OF MISSOURI**

DATE: **DECEMBER 1, 2016**

THIS BASE LEASE (the "Base Lease"), dated as of the date set forth above, by and between the Base Lessor named above (together with its successors and assigns, "Base Lessor"), and the Base Lessee named above (together with its successors, "Base Lessee"),

WITNESSETH:

WHEREAS, in order to carry out the essential governmental and proprietary functions of Base Lessor, the governing body of Base Lessor deems it necessary to acquire and construct the hereinafter defined Facilities; and

WHEREAS, Base Lessor is the owner of the real estate described in **Schedule 1** hereto (the "Land"); and

WHEREAS, Base Lessee proposes to lease the Land from Base Lessor and to provide funds in the aggregate amount stated in the hereinafter defined Lease to acquire, construct and install the facilities and related improvements, fixtures, equipment, furnishings and related support facilities described on **Schedule 2** hereto and acquire or reimburse itself for the costs of acquiring certain real property (including without limitation the Land) and other costs (the "Facilities") and has offered to lease the Land and any improvements or facilities now located or to be located on the Land (together, the "Leased Property") to Base Lessor pursuant to a Lease Purchase Agreement dated as of the date hereof (as amended or supplemented from time to time, the "Lease") by and between Base Lessee, as lessor, and Base Lessor, as lessee; and

WHEREAS, Base Lessor desires to lease the Land to Base Lessee for the rentals and upon the terms and conditions herein set forth and to lease the Leased Property from Base Lessee upon the terms and conditions set forth in the Lease;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Base Lessor and Base Lessee do hereby covenant and agree as follows:

Section 1. Representations by Base Lessor. Base Lessor represents, warrants and covenants as follows:

(a) Base Lessor is a body politic and corporate established and existing under and pursuant to the laws of the State of Missouri (the "State");

(b) The lease of the Land to Base Lessee and the lease of the Leased Property by Base Lessee to Base Lessor, as provided in the Lease, is necessary, desirable and in the public interest, and Base Lessor hereby declares its current need for the Leased Property;

(c) Base Lessor, pursuant to proper action duly taken by its governing body, has full power and authority to enter into this Base Lease and the Lease and the transactions contemplated by this Base Lease and the Lease and to carry out its obligations hereunder and thereunder, has been duly authorized to execute and deliver this Base Lease and the Lease and by proper action has duly authorized the execution and delivery of this Base Lease and the Lease;

(d) Neither the execution and delivery of this Base Lease or the Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Base Lessor is now a party or by which Base Lessor is bound;

(e) Base Lessor has good and marketable fee title to the Land;

(f) The Land is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the construction of the Facilities on the Land, as contemplated by the Lease;

(g) All taxes, assessments or impositions of any kind with respect to the Land, except current taxes, have been paid in full;

(h) The Land is properly zoned for the purpose set forth herein; and

(i) Base Lessor has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Base Lessor's interests in any property now or hereafter included in the Leased Property will be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Base Lease and the Lease.

Section 2. Lease. Base Lessor hereby leases to Base Lessee, and Base Lessee hereby rents and leases from Base Lessor, the Land on the terms and conditions hereinafter set forth.

Section 3. Term. The term of this Base Lease will commence as of the date of the delivery hereof, and will end on the 30th anniversary of such date, unless such term is sooner terminated as hereinafter provided.

Section 4. Rental. As and for rental hereunder and in consideration for the leasing of the Land to Base Lessee, Base Lessee will:

(a) Simultaneously with the delivery of this Base Lease, enter into the Lease; and

(b) Deposit the amount set forth on **Schedule 2** with the Base Lessor.

Section 5. Assignments and Subleases. Base Lessee may assign its rights under this Base Lease or sublet the Leased Property without the consent of Base Lessor (i) in connection with any assignment of its rights under the Lease, (ii) if the Lease is terminated for any reason or (iii) if an "event of default" as defined in the Lease has occurred.

Section 6. Termination. This Base Lease will terminate upon the completion of the term set forth in **Section 3**; provided, however, in the event Base Lessor makes payment of the purchase price or

makes all of the rental payments provided for in **Article IV** of the Lease and exercises its option to purchase Base Lessee's interest in the Leased Property pursuant to **Article X** of the Lease, then this Base Lease will be considered assigned to Base Lessor and terminated through merger of the leasehold interest with the fee interest if Base Lessor is the owner of the fee interest.

If an "event of default" under the Lease occurs or if Base Lessor terminates the Lease pursuant to **Section 3.2** of the Lease, Base Lessee will have the right to possession of the Leased Property for the remainder of the term of this Base Lease and will have the right to sublease the Leased Property or sell its interest in the Leased Property and this Base Lease upon whatever terms and conditions it deems prudent; provided, however, that Base Lessee will provide Base Lessor with adequate public liability insurance covering the premises for the remainder of the term and will furnish Base Lessor with evidence thereof.

Section 7. Default. Base Lessor will not have the right to exclude Base Lessee from the Leased Property or take possession of the Leased Property (other than pursuant to the Lease) or to terminate this Base Lease prior to the expiration of its term upon any default by Base Lessee hereunder, except that if, upon the exercise of the option to purchase Base Lessee's interest in the Leased Property granted to Base Lessor in **Article X** of the Lease and after the payment of the purchase price specified therein and other sums payable under the Lease, Base Lessee fails to convey its interest in the Leased Property to Base Lessor pursuant to said option, then Base Lessor will have the right to terminate this Base Lease, such termination to be effective thirty (30) days after delivery of written notice of such termination to Base Lessee. In the event of any default by Base Lessee hereunder, however, Base Lessor may maintain an action for damages or, if permitted in equity, for specific performance.

Section 8. Quiet Enjoyment. At all times during the term of this Base Lease, Base Lessee will peaceably and quietly have, hold and enjoy all of the Leased Property, subject to the rights of Base Lessor under the Lease.

Section 9. No Merger. No union of the interests of Base Lessor and Base Lessee herein will result in a merger of this Base Lease and the title to the Land, except as described in **Section 6**.

Section 10. Taxes and Assessments. Base Lessor covenants and agrees to pay any and all assessments of any kind or character and all taxes levied or assessed upon the Land.

Section 11. Warranty and Indemnity Regarding Environmental Matters. Base Lessor hereby warrants and represents that (i) there has not been any "release" (as defined in 42 U.S.C. § 9601(22)) or threat of a "release" of any "hazardous substances" (as defined in 42 U.S.C. § 9601(14)) on or about any of the Leased Property, (ii) no part of the Leased Property is or may be a "facility" (within the meaning of 42 U.S.C. § 9607(a)), and (iii) the Leased Property and the use thereof are in compliance with all applicable laws, statutes, ordinances, rules and regulations of any governmental or quasi-governmental authority, specifically including without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act, both as amended, and all other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules and regulations.

Base Lessor agrees to provide Base Lessee with copies of any notifications of releases of oil or hazardous materials or substances or of any environmental hazards or potential hazards which are given by or on behalf of Base Lessor to any federal, state or local agencies or authorities or which are received by Base Lessor from any federal, state or local agencies or authorities with respect to the Leased Property.

Such copies will be sent to Base Lessee concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are received by Base Lessor.

Base Lessor agrees to provide Base Lessee with copies of all emergency and hazardous chemical inventory forms (hereinafter "Notices") with respect to the Leased Property previously given, as of the date hereof, to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. Section 1101 *et seq.*, and to provide Base Lessee with copies of all such Notices subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986. Such copies of subsequent Notices will be sent to Base Lessee concurrently with their being mailed to any such governmental authority or agency.

Base Lessor hereby covenants and agrees, to the extent permitted by law, to indemnify, protect and hold harmless Base Lessee from and against any and all claims, demands, liabilities and costs, including without limitation attorneys' fees, arising from (a) any "release" (as defined above) or threat of a "release," actual or alleged, of any "hazardous substances" (as defined above) upon or about the Leased Property or respecting any products or materials previously or now located upon, delivered to or in transit to or from the Leased Property regardless of whether such release or threat of a release or alleged release or threat of release has occurred prior to the date hereof and hereafter occurs and regardless of whether such release or threat of a release or alleged release or threat of a release occurs as the result of the negligence or misconduct of Base Lessor or any third party or otherwise, or (b) any violation, actual or alleged, of or any other liability under or in connection with any law, statute, ordinance, rule or regulation of any governmental or quasi-governmental authority, specifically including without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act, both as amended, or any other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules or regulations upon or about the Leased Property or respecting any products or materials previously or now located upon, delivered to or in transit to or from the Leased Property, regardless of whether such violation or alleged violation has occurred prior to the date hereof or hereafter occurs and regardless of whether such violation or alleged violation occurs as a result of the negligence or misconduct of Base Lessor or any third party or otherwise. Notwithstanding the foregoing, Base Lessor will not be obligated to indemnify and hold harmless Base Lessee from and against any claims, demands, liabilities and costs, including without limitation attorneys' fees, which arise solely as a result of the negligence or misconduct of Base Lessee.

Section 12. Waiver of Personal Liability. All liabilities under this Base Lease on the part of Base Lessee are solely corporate liabilities of Base Lessee as a corporation, and, to the extent permitted by law, Base Lessor hereby releases each and every director and officer of Base Lessee of and from any personal or individual liability under this Base Lease. No director or officer of Base Lessee will at any time or under any circumstances be individually or personally liable under this Base Lease for anything done or omitted to be done by Base Lessee hereunder.

Section 13. Eminent Domain.

(a) In the event the whole or any part of the Leased Property is taken by eminent domain proceedings, the interest of Base Lessee will be recognized. The proceeds of said condemnation will be applied as provided in **Article XI** of the Lease. Under State statutes, Base Lessor has the power to condemn property for its purposes, and Base Lessor acknowledges that if Base Lessor condemned the Leased Property, such action could adversely affect the continuation of this Base Lease. Base Lessor further acknowledges that condemnation of the Leased Property would adversely affect Base Lessee and

that without Base Lessee's interest in the Leased Property, Base Lessee might not lease the Leased Property to Base Lessor pursuant to the Lease.

Base Lessor and Base Lessee have reached agreement on the terms of the acquisition of the Leased Property, at Base Lessor's option, and to the use of the Leased Property, all as set forth in the Lease. Any acquisition of Base Lessee's interest in the Leased Property or rights to its use by Base Lessor (whether pursuant to the exercise of eminent domain powers or otherwise) will be pursuant to and in accordance with the Lease, including payment of Rental Payments and the applicable Purchase Price (as defined and set forth in the Lease). If Base Lessor allows the Lease to expire without exercising its option to purchase (whether by failure to exercise its option to extend the Lease for a Renewal Term, failure to exercise its option to purchase at the conclusion of the Maximum Lease Term or failure to cure an Event of Default, as those terms are defined in the Lease), that action will constitute an irrevocable determination by Base Lessor that the Leased Property is not required by it for any public purpose for the term of this Base Lease.

Base Lessor hereby covenants and agrees, to the extent it may lawfully do so, that if for any reason it exercises the power of eminent domain with respect to the Leased Property, the appraisement value of the Leased Property will not be less than the Rental Payments then due plus the then applicable Purchase Price as defined and set forth in the Lease.

(b) In the event that title to all or a portion of the Land is challenged or threatened by means of competent legal or equitable action, Base Lessor covenants that it will cooperate with Base Lessee and will take all reasonable actions, including where appropriate the lawful exercise of Base Lessor's power of eminent domain, in order to quiet title to the Land in Base Lessor.

Section 14. Leaseback to Base Lessor; Term; Rental. Contemporaneously herewith Base Lessee and Base Lessor will execute the Lease whereby Base Lessee subleases back to Base Lessor and Base Lessor subleases from Base Lessee the Land, and Base Lessee leases to Base Lessor and Base Lessor leases from Base Lessee the Facilities in accordance therewith. Title to the Land will remain in Base Lessor at all times. The Lease includes in **Article X** thereof the option of Base Lessor, upon payment of the purchase price, to purchase Base Lessee's interest in the Leased Property.

Section 15. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Base Lease will to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Base Lease will be affected thereby, and each provision of this Base Lease will be valid and enforceable to the fullest extent permitted by law.

Section 16. Notices. All written notices to be given under this Base Lease will be given by mail to the party entitled thereto at its address set forth in the Lease, or at such address as the party may provide to the other party in writing from time to time. Any such notice will be deemed to have been received 48 hours after deposit in the United States mail in registered form, with postage fully prepaid.

Section 17. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Base Lease.

Section 18. Amendments, Changes and Modifications. This Base Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of both

Base Lessee and Base Lessor. Any waiver of any provision of this Base Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from in action, course of dealing or otherwise.

Section 19. Applicable Law. This Base Lease will be governed by and construed in accordance with the laws of the State.

Section 20. Execution; Electronic Transactions. This Base Lease may be executed in any number of counterparts, each of which will be deemed to be an original but all together will constitute but one and the same Base Lease. It is also agreed that separate counterparts of this Base Lease may be executed by Base Lessee and Base Lessor all with the same force and effect as though the same counterpart had been executed by both Base Lessee and Base Lessor. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

Section 21. Successors. This Base Lease will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 22. Complete Agreement. This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Base Lessor and Base Lessee have caused this Base Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF GLADSTONE, MISSOURI

[SEAL]

By: _____
Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

FIRST BANK OF MISSOURI

[SEAL]

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **SS.**
COUNTY OF CLAY)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public, appeared **SCOTT WINGERSON** to me personally known, who, being by me duly sworn, did say that he is the City Manager of the **CITY OF GLADSTONE, MISSOURI**, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the laws of the State of 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 in behalf of said City by authority of its governing body, and said officer 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, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

(SEAL)

My commission expires: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **SS.**
COUNTY OF CLAY)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public, appeared _____, who being before me duly sworn did say that (s)he is a _____ of **FIRST BANK OF MISSOURI**, a state banking corporation organized and existing under the laws of the State of Missouri and that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

My commission expires: _____

SCHEDULE 1 TO BASE LEASE AND TO LEASE PURCHASE AGREEMENT

DESCRIPTION OF THE LAND

Tract 2, replat of Lots 1, 2, and 3, Block 25, Linden Subdivision in the City of Gladstone, Missouri.

SCHEDULE 2 TO BASE LEASE

Facilities: The Facilities consist of the following described facilities, together with related improvements, fixtures, equipment and furnishings and support facilities:

Type of Facilities: construction of parking facilities; acquisition of land

Amount Deposited with Base Lessor: \$ _____

Draft

LEASE PURCHASE AGREEMENT

between

**FIRST BANK OF MISSOURI
as Lessor**

and

**CITY OF GLADSTONE, MISSOURI
as Lessee**

INDEX

PAGE

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1.	Definitions of Words and Terms	1
Section 1.2.	Rules of Construction	3
Section 1.3.	Section and Article Headings	4
Section 1.4.	Execution of Counterparts	4
Section 1.5.	Construction and Enforcement	4
Section 1.6.	Severability	4
Section 1.7.	Complete Agreement	4
Section 1.8.	Accounting Terms	4

ARTICLE II

REPRESENTATIONS

Section 2.1.	Representations by Lessee	4
--------------	---------------------------------	---

ARTICLE III

GRANTING PROVISIONS; TERM

Section 3.1.	Granting of Leasehold	6
Section 3.2.	Lease Term	6
Section 3.3.	Nonappropriation	6
Section 3.4.	Use of Premises	6

ARTICLE IV

PROVISIONS FOR PAYMENT OF RENTALS

Section 4.1.	Rentals	6
Section 4.2.	Additional Rent	7
Section 4.3.	Rentals and Additional Rent Constitute Current Expense	7
Section 4.4.	Rentals and Additional Rent Payable Without Abatement or Set-Off; Lessee's Obligations	7
Section 4.5.	Prepayment of Rentals	7
Section 4.6.	Advances	7

ARTICLE V

**ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF
THE FACILITIES**

Section 5.1.	Construction of Facilities	8
Section 5.2.	Payment for Acquisition, Construction, Equipping and Installation of the Facilities	8
Section 5.3.	Changes in the Plans and Specifications or Facilities Contract or Modifications of the Facilities	8
Section 5.4.	Completion Date; Excess Funds	8
Section 5.5.	Design, Construction and Maintenance of the Facilities	9
Section 5.6.	Warranties	9
Section 5.7.	Disclaimer of Warranties.....	9

ARTICLE VI

IMPOSITIONS

Section 6.1.	Impositions.....	9
Section 6.2.	Contest of Impositions	9

ARTICLE VII

INSURANCE; INDEMNITY

Section 7.1.	Insurance Required	10
Section 7.2.	Enforcement of Contract and Surety Bonds	11
Section 7.3.	Release and Indemnification	11

ARTICLE VIII

ASSIGNMENT AND SUBLEASING

Section 8.1.	Assignment by Lessor.....	11
Section 8.2.	Assignment and Subleasing by Lessee	12

ARTICLE IX

MAINTENANCE, REPAIRS AND MODIFICATIONS

Section 9.1.	Maintenance, Repairs and Modifications.....	13
Section 9.2.	Liens.....	13

ARTICLE X

LESSEE'S OPTION TO PURCHASE THE PROJECT

Section 10.1.	Lessee's Option to Purchase the Leased Property	13
Section 10.2.	Determination of Fair Purchase Price	14

ARTICLE XI

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 11.1.	Damage, Destruction and Condemnation	14
Section 11.2.	Insufficiency of Net Proceeds	15
Section 11.3.	Cooperation of Lessor	15

ARTICLE XII

DEFAULT PROVISIONS

Section 12.1.	Events of Default Defined	15
Section 12.2.	Remedies.....	16
Section 12.3.	No Remedy Exclusive.....	16
Section 12.4.	No Additional Waiver Implied by One Waiver	16

ARTICLE XIII

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 13.1.	Amendments, Changes and Modifications	16
---------------	---	----

ARTICLE XIV

MISCELLANEOUS

Section 14.1.	Maintenance of Tax Exemption	17
Section 14.2.	Notices	17
Section 14.3.	Title to Personal Property	17
Section 14.4.	Security Interest	17
Section 14.5.	Net Lease	17
Section 14.6.	No Pecuniary Liability	17
Section 14.7.	Access to Premises.....	17
Section 14.8.	Financial Statements	18
Section 14.9.	Title to the Land	18
Section 14.10.	Binding Effect.....	18
Section 14.11.	Execution; Electronic Transactions.....	18
	Signatures and Seal	19

Exhibit A - Rental Payment Schedule

Exhibit B - Other Provisions

Schedule 1 - Description of the Land

LEASE PURCHASE AGREEMENT

LESSOR: FIRST BANK OF MISSOURI
LESSEE: CITY OF GLADSTONE, MISSOURI, a third class city
DATE: DECEMBER 1, 2016

THIS LEASE PURCHASE AGREEMENT, dated as of the date set forth above, by and between the Lessor named above (together with its successors and assigns, "Lessor"), and the Lessee named above (together with its successors, "Lessee"),

WITNESSETH:

WHEREAS, Lessor proposes to take the following actions:

- (a) Lease from Lessee, the real property described in **Schedule 1** (the "Land");
- (b) Provide funds in the aggregate amount of the principal portions of Rental Payments listed on **Exhibit A** to pay costs of acquiring, constructing and installing the facilities and related improvements, fixtures, equipment and furnishings and support facilities described on **Exhibit B**, and acquiring or reimbursing itself for the costs of acquiring certain real property (including without limitation the Land) and other costs (the "Facilities"); and
- (c) Lease its interest in the Land and the improvements and facilities now located or to be located on the Land (together, the "Leased Property") to Lessee for the rentals and upon the terms and conditions hereinafter set forth; and

WHEREAS, Lessee, pursuant to the foregoing proposals of Lessor, desires to lease the Leased Property from Lessor, for the rentals and upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions of Words and Terms. In addition to words and terms defined herein, the following words and terms as used in the Base Lease and this Lease will have the following meanings, unless some other meaning is plainly intended:

"Additional Rent" means those payments required to be made by Lessee by **Section 4.2**.

"Base Lease" means the Base Lease, dated as of the date hereof, between Lessor and Lessee, as from time to time supplemented or amended in accordance with **Section 18** of the Base Lease.

"Code" means Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Lease and Lessee's obligation to pay rent commences, which date will be the date on which funds to pay the Costs of the Facilities are deposited with Lessee.

"Completion Date" means the date of completion of the Facilities as that date is certified as provided in **Section 5.4**.

"Cost" or "Costs" means all reasonable or necessary expenses incidental to the acquisition, construction, installation, repair, alteration, improvement and extension of the Facilities, including the expenses of studies, surveys, land title and title policies, architectural and engineering services, legal and other special services and all other necessary and incidental expenses.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either Lessee or Lessor.

"Event of Default" or "Default" means any Event of Default as defined in **Section 12.1**.

"Fiscal Year" means the fiscal year of Lessee for financial and budgetary purposes as set forth on **Exhibit B**.

"Impositions" means those Impositions defined as such in **Article VI**.

"Facilities" means the facilities, improvements, fixtures, equipment, furnishings and support facilities constituting a part of the Leased Property, as further described on **Exhibit B** and referred to in **Article V**.

"Facilities Contract" means, collectively, the various contracts for the acquisition and construction of the Facilities.

"Issuance Year" is the calendar year in which the Commencement Date occurs.

"Land" means the real property described in **Schedule 1** to this Lease.

"Lease" means this Lease Purchase Agreement between Lessor and Lessee, as from time to time supplemented and amended in accordance with **Article XIII**.

"Lease Term" means the Original Term and any Renewal Terms.

"Leased Property" means the project referred to in the recitals of this Lease, including Lessor's interest in the Land and the Facilities.

"Leased Property Documents" means the Base Lease, this Lease, the Facilities Contract and any other agreements, documents or certificates related to the foregoing or the Leased Property.

"Lessee Representative" means the person or persons at the time designated to act on behalf of Lessee in matters relating to the Base Lease and this Lease as evidenced by a written certificate furnished to Lessor containing the specimen signature of such person or persons and signed on behalf of Lessee by its presiding official. Such certificate may designate an alternate or alternates each of whom will be entitled to perform all duties of Lessee Representative.

"Lessor Representative" means the person or persons at the time designated to act on behalf of Lessor in matters relating to the Base Lease and this Lease as evidenced by a written certificate furnished to Lessee containing the specimen signature of such person or persons and signed on behalf of Lessor by its authorized officer. Such certificate may designate an alternate or alternates, each of whom will be entitled to perform all duties of the Lessor Representative.

"Maximum Lease Term" means the Original Term and all Renewal Terms through the final Rental Payment Date listed on **Exhibit A**.

"Net Proceeds" when used with respect to any insurance proceeds or any condemnation award or amounts received from the sale of property under the threat of condemnation, means the amount remaining after deducting all expenses (including attorneys' fees and any expenses of Lessee and Lessor) incurred in the collection of such proceeds or award from the gross proceeds thereof.

"Original Term" means the initial term of this Lease beginning as of the Commencement Date and ending on the last day of Lessee's current Fiscal Year.

"Plans and Specifications" means the Plans and Specifications for the Facilities referred to in **Section 5.1**, any amendments and additions thereto, and any change orders thereto.

"Purchase Price" means the amount designated as such on **Exhibit A** that Lessee may, in its discretion, pay to Lessor to purchase the Leased Property.

"Renewal Terms" means the renewal terms of this Lease during which the Lease Term is extended in accordance with **Section 3.2**, each having a duration of one year and a term coextensive with Lessee's Fiscal Year except as otherwise provided in said **Section 3.2**.

"Rental Payment Dates" means the dates during the Lease Term on which Rental Payments are due as set forth on **Exhibit A**.

"Rental Payments" means those payments required to be made by Lessee by **Section 4.1**.

"State" means the State of Missouri.

Section 1.2. Rules of Construction. Words of the masculine gender will be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, the words importing the singular number will include the plural and vice versa, and words importing person will include firms, associations and corporations, including public bodies, as well as natural persons.

The words "herein," "hereby," "hereunder," "hereof," "hereto," "hereinbefore," "hereinafter" and other equivalent words refer to this Lease and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

Reference herein to a particular article, a particular section, a particular exhibit or a particular schedule will be construed to be a reference to the specified article, section, exhibit or schedule hereof or hereto unless the context or use clearly indicates another or different meaning or intent.

Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Section and Article Headings. The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

Section 1.4. Execution of Counterparts. This Lease may be executed simultaneously in two or more counterparts, each of which will be deemed to be an original, and all of which together will constitute but one and the same instrument.

Section 1.5. Construction and Enforcement. This Lease will be construed and enforced in accordance with the laws of the State. Wherever in this Lease it is provided that either party will make any payment or perform or refrain from performing any act or obligation, each such provision will, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 1.6. Severability. In the event any provision hereof will be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof will not be affected thereby.

Section 1.7. Complete Agreement. This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

Section 1.8. Accounting Terms. Accounting terms used herein and not otherwise specifically defined will have the meaning ascribed to such terms by generally accepted accounting principles as from time to time in effect.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by Lessee. Lessee represents, warrants and covenants as follows:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into each of the Leased Property Documents and the transactions contemplated hereby and to perform all of its obligations hereunder;

(b) The lease of the Leased Property by Lessor to Lessee, as provided in this Lease, is necessary, desirable and in the public interest, and Lessee hereby declares its current need for the Leased Property;

(c) The portion of the Facilities to be constructed, when completed in accordance with the Plans and Specifications and the Facilities Contract, will result in structurally sound improvements which will be in compliance with all applicable building and design codes and Lessee's requirements and will result in a facility suitable for the use by Lessee;

(d) Lessee has estimated, and Lessee believes, that the aggregate of the Costs of the Facilities will not exceed the amount being provided by Lessor under this Lease together with other funds Lessee has available to pay such Costs;

(e) Lessee has duly authorized the execution and delivery of each of the Leased Property Documents by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of each of the Leased Property Documents;

(f) Neither the execution and delivery of any Leased Property Document, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessee is a party or by which Lessee is bound;

(g) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the authorization or the power or authority of Lessee to enter into any Leased Property Document or the validity or enforceability of any Leased Property Document or which, if adversely determined, would adversely affect the transactions contemplated by any Leased Property Document or the interest of Lessor or its assigns under any Leased Property Document;

(h) Lessee has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Lessee's interests in any property now or hereafter included in the Leased Property will be or may be impaired, changed or encumbered in any manner whatsoever, except as contemplated by the Base Lease and this Lease;

(i) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof;

(j) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current Fiscal Year to make the Rental Payments scheduled to come due during the Original Term, and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes;

(k) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic;

(l) Lessee has complied, or will comply, with such public bidding requirements as may be applicable to any of the Leased Property Documents and the acquisition and construction by Lessee of the Facilities; and

(m) During the Lease Term, the Leased Property will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

ARTICLE III

GRANTING PROVISIONS; TERM

Section 3.1. Granting of Leasehold. Lessor, by these presents, hereby rents, leases and lets the Leased Property unto Lessee, and Lessee hereby rents, leases and hires the Leased Property from Lessor for the Rentals and subject to the terms and conditions hereinafter set forth.

Section 3.2. Lease Term. The Original Term will commence as of the Commencement Date and will terminate on the last day of Lessee's current Fiscal Year. The Lease Term may be continued, at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional one year Renewal Term; provided that the final Renewal Term will not extend beyond the final Rental Payment Date set forth on **Exhibit A**. Lessee will be deemed to have exercised its option to continue this Lease for the next Renewal Term unless Lessee has terminated this Lease pursuant to **Section 3.3** or **10.1**. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided on **Exhibit A**.

Lessee currently intends, subject to the provisions of **Section 3.3**, to continue this Lease through the Maximum Lease Term and to pay the Rentals hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rentals during the Original Term and each of the Renewal Terms through the Maximum Lease Term can be obtained. The responsible financial officer of Lessee will do all things lawfully within his power to obtain and maintain funds from which the Rentals may be made, including making provision for such Rentals to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds or to extend this Lease for any Renewal Term is to be made in accordance with Lessee's normal procedures for such decisions, and the then current governing body of Lessee will have the final responsibility for that decision.

Section 3.3. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current Fiscal Year. Should Lessee fail to budget, appropriate or otherwise make available funds sufficient to pay Rental Payments following the then current Original Term or Renewal Term, this Lease will be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice will not extend the term beyond such Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, Lessee agrees to transfer possession of the Leased Property to Lessor.

Section 3.4. Use of Premises. Lessee will have the right to use the Leased Property for any essential governmental or proprietary purpose of Lessee, subject to the limitations contained in the Leased Property Documents.

ARTICLE IV

PROVISIONS FOR PAYMENT OF RENTALS

Section 4.1. Rentals. Lessee will promptly make Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor on each Rental Payment, in such amounts as are described on **Exhibit A**. Lessee will pay Lessor a charge on any Rental Payment not paid on

the Rental Payment Date such Rental Payment is due at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from such date. A portion of each Rental Payment is paid as, and represents payment of, interest, as set forth on **Exhibit A**.

Section 4.2. Additional Rent. Lessee will pay, subject to the provisions of **Section 3.3**, as Additional Rent (i) all Impositions (as defined in **Article VI**); (ii) all amounts required under **Section 4.6** or **14.5** and all other payments of whatever nature which Lessee has agreed to pay or assume under this Lease; (iii) all expenses, including attorneys' fees, incurred in connection with the enforcement of any rights under this Lease by Lessor. Amounts required to be paid under this Section will be paid directly to the person or entity owed.

Section 4.3. Rentals and Additional Rent Constitute Current Expense. The obligation of Lessee to pay the Rentals and the Additional Rent and other amounts payable hereunder is subject to the provisions of **Section 3.3**, constitutes a current expense of Lessee and does not constitute a general obligation or indebtedness of Lessee for which Lessee is obligated to levy or pledge any form of taxation or for which Lessee has levied or pledged any form of taxation; such obligation will not be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement, but in each Fiscal Year will be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such Fiscal Year, any proceeds of the Leased Property and the Net Proceeds of any insurance or condemnation awards.

Section 4.4. Rentals and Additional Rent Payable Without Abatement or Set-Off; Lessee's Obligations. Subject to the provisions of **Section 3.3**, Lessee covenants and agrees that all payments of Rentals and Additional Rent will be made by Lessee on or before the date the same become due, and Lessee will perform all of its other obligations, covenants and agreements hereunder (including the obligation to pay Rentals and Additional Rent) without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising and irrespective of whether the acquisition or construction of the Facilities has been started or completed.

Nothing in this Lease will be construed as a waiver by Lessee of any rights or claims Lessee may have against Lessor under this Lease or otherwise, but any recovery upon such rights and claims will be from Lessor separately, it being the intent of this Lease that Lessee will be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease, including its obligation to pay Rentals and Additional Rent. Lessee may, however, at its own cost and expense and in its own name or in the name of Lessor, prosecute or defend any action or proceeding or take any other action involving third persons which Lessee deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event Lessor hereby agrees to cooperate fully with Lessee and to take all action necessary to effect the substitution of Lessee for Lessor in any such action or proceeding if Lessee so requests.

Section 4.5. Prepayment of Rentals. Lessee may at any time prepay all or any part of the Rentals provided for hereunder.

Section 4.6. Advances. In the event Lessee fails to either maintain the insurance required by this Lease or keep the Leased Property in good repair, Lessor may, but will be under no obligation to, purchase the required insurance and pay the cost of the premiums therefor and maintain and repair the Leased Property and pay the cost thereof. All amounts so advanced by Lessor will constitute Additional Rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced by Lessor until paid at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. In accordance with Section

427.120 of the Revised Statutes of Missouri, unless Lessee provides evidence of the insurance coverage required by this Lease, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Leased Property. Lessee may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Lease. If Lessor purchases insurance for the Leased Property, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as Additional Rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.

ARTICLE V

ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF THE FACILITIES

Section 5.1. Acquisition and Construction of Facilities. Lessee has entered, or will enter, into the Facilities Contract providing, as applicable, for the acquisition and construction of the Facilities. Lessee will cause the Facilities to be acquired, constructed, equipped and installed in accordance with the Plans and Specifications and the Facilities Contract as promptly as practicable and with all reasonable dispatch.

Section 5.2. Payment for Acquisition, Construction, Equipping and Installation of the Facilities. Costs and expenses of every nature incurred in the acquisition, construction, equipping and installation of the Facilities which qualify as Costs of the Facilities will be paid by the Lessee from the amount deposited with Lessee by Lessor, and from other legally available funds of Lessee.

Section 5.3. Changes in the Plans and Specifications or Facilities Contract or Modifications of the Facilities. Lessee may make any changes in or modifications of the Plans and Specifications subsequent to the date of this Lease and prior to the Completion Date, may make any changes in or modifications of the Facilities Contract and may make any deletions from or substitutions or additions to the Facilities (such completion, changes, modifications, deletions, substitutions and additions being together herein called "change orders").

Section 5.4. Completion Date; Excess Funds. The Completion Date will be evidenced to Lessor upon receipt by Lessor of a Completion Certificate. In the event that any moneys remain from what was deposited with Lessee pursuant to the terms of the Base Lease on the Completion Date, such moneys will be paid to Lessor and the following adjustments made:

- (i) principal components of the last Rental Payment and such other Rental Payments as are necessary will be reduced by an aggregate amount equal to the amount remaining from the original deposit of funds with Lessee by Lessor as describe herein, such amount to be applied to the reduction of such principal components in the inverse order of their due dates;
- (ii) interest components for the Rental Payments becoming due after the date of such reduction will be reduced in a manner corresponding to the reduction in principal components using the per annum interest rate at which the interest portions of Rental Payments are calculated, as set forth on **Exhibit B**; and

(iii) the schedule of Purchase Prices will be adjusted by reducing each Purchase Price shown by the same percentages as the percentage of aggregate amount of principal component reductions pursuant to clause (i) of this Section.

Section 5.5. Design, Construction and Maintenance of the Facilities. Lessor will have no responsibility in connection with the selection of the Facilities, any contractor, subcontractor or supplier, the Plans and Specifications or the design of the Facilities, their suitability for the use intended by Lessee, or the performance by any contractor, subcontractor or supplier in acquiring, constructing and installing any applicable portion of the Facilities. Lessor has no obligation to acquire, construct, furnish, equip, install, erect, test, inspect, service or maintain the Leased Property or any portion thereof under any circumstances, but such actions will be the obligation of Lessee. Lessor's sole responsibility in connection with the Facilities is to deposit the sum with the Lessee to pay Costs of the Facilities in accordance with the terms and conditions specified in **Section 4(b)** of the Base Lease.

Section 5.6. Warranties. Lessor hereby assigns to Lessee for and during the Lease Term, all of its interest in all warranties, guarantees or other contract rights against any contractor, subcontractor or supplier, expressed or implied, issued on or applicable to the Facilities, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties, guarantees or other contract rights at Lessee's expense. Lessee's sole remedy for the breach of such warranties, guarantees or other contract rights will be against any contractor, subcontractor or supplier, and not against Lessor, nor will such matter have any effect whatsoever on the rights of Lessor with respect to this Lease, including the right to receive full and timely Rental Payments, Additional Rent and other payments hereunder. Lessee expressly acknowledges that Lessor does not make nor has it made any representation or warranty whatsoever as to the existence or availability of such warranties, guarantees or other contract rights of the manufacturer or supplier of any portion of the Facilities.

Section 5.7. DISCLAIMER OF WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PART THEREOF, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT WILL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF THE PROJECT OR ANY PART THEREOF.

ARTICLE VI

IMPOSITIONS

Section 6.1. Impositions. Lessee will bear, pay and discharge, before the delinquency thereof, as Additional Rent, all taxes and assessments, general and special, if any, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Leased Property, including any taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of Lessor or encumber the Leased Property (all of the foregoing being herein referred to as "Impositions").

Section 6.2. Contest of Impositions. Lessee has the right, in its own name or in Lessor's name, to contest the validity or amount of any Imposition which Lessee is required to bear, pay and

discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the contested Imposition becomes delinquent and may permit the Imposition so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor notifies Lessee that, in the opinion of Counsel, by nonpayment of any such items the interest of Lessor in the Leased Property will be materially endangered or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event Lessee will promptly pay such taxes, assessments or charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor. Lessor agrees to cooperate with Lessee in connection with any and all administrative or judicial proceedings related to Impositions. Lessee will hold Lessor whole and harmless from any costs and expenses Lessor may incur with respect to any Imposition.

ARTICLE VII

INSURANCE; INDEMNITY

Section 7.1. Insurance Required. Lessee will, during the Lease Term, cause the Leased Property to be kept continuously insured against such risks customarily insured against for facilities such as the Leased Property and will pay (except as otherwise provided herein), as the same become due, all premiums in respect thereof, such insurance to include the following policies of insurance:

(a) Insurance insuring the Leased Property against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount not less than the lesser of an amount equal to the full insurable value thereof or the then applicable purchase price under **Section 10.1** (subject to reasonable loss deductible clauses) issued by such insurance company or companies authorized to do business in the State as may be selected by Lessee. The full insurable value of the Leased Property may be determined from time to time at the request of Lessee or Lessor (but not less frequently than every five years) by an architect, contractor, appraiser, appraisal company or one of the insurers, to be selected, subject to Lessor's approval, and paid by Lessee. The policy or policies of such insurance will name Lessee and Lessor as insureds and loss payees. All proceeds from such policies of insurance will be applied as provided in **Article XI**. During acquisition, construction, equipping and installation of the Facilities, Lessee will cause to be provided, insofar as the Facilities are concerned, the insurance required by subparagraph (b) below in lieu of the insurance required by this subparagraph (a);

(b) During the acquisition, construction, equipping and installation of the Facilities and in lieu of the insurance required in subparagraph (a) of this Section, builder's risk-completed value insurance insuring the Facilities against fire, lightning and all other risks covered by the extended coverage endorsement then in use in the State to the full insurable value of the Facilities (subject to reasonable loss deductible clauses), but in no event will such amount be less than the amount necessary to prevent the application of any co-insurance provisions, issued by such insurance company or companies authorized to do business in the State as may be selected by Lessee. Such policy or policies of insurance will name Lessee and Lessor as insureds and loss payees, and all payments received under such policy or policies by Lessee will be paid over to Lessor;

(c) Comprehensive general accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which Lessee and Lessor are named as insureds, in an amount not less than the amount which Lessor will reasonably request for a combined single limit for bodily injuries and property damage;

(d) Workers' compensation and unemployment coverages to the extent, if any, required by the laws of the State; and

(e) Performance and labor and material payment bonds with respect to the contracts for the acquisition, construction, equipping and installation of the Facilities and in the full amount of such contracts, made by the contractors thereunder as the principals and a surety company or companies qualified to do business in the State as surety which will be approved in writing by Lessor. Such bonds will be in such form as is acceptable to Lessor and will name Lessee and Lessor as obliges.

Not less than 15 days prior to the expiration dates of the expiring policies, originals or copies of the policies required by this Section or certificates evidencing such insurance will be delivered by Lessee to Lessor. All policies of such insurance, and all renewals thereof, will contain a provision that such insurance may not be cancelled by the issuer thereof without at least ten days written notice to Lessee and Lessor.

Nothing in this Lease will be construed as preventing Lessee from satisfying the insurance requirements herein set forth by using blanket policies of insurance provided each and all of the requirements and specifications of this Lease respecting insurance are complied with.

Section 7.2. Enforcement of Contract and Surety Bonds. In the event of material default of any contractor or subcontractor under the Facilities Contract or any other contract made in connection with the acquisition and construction of the Facilities, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, Lessee will promptly proceed, either separately or in conjunction with others, to pursue diligently the remedies of Lessee against the contractor or subcontractor in default and against each surety on a bond securing the performance of such contract. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery and after reimbursement to Lessee of any amounts theretofore paid by Lessee and not previously reimbursed to Lessee for correction or remedying of the default which gave rise to the proceedings against the contractor, subcontractor or surety, will be held by Lessee in a separate account and not commingled with other funds of Lessee and if received after the Completion Date, will be appropriated solely for the purpose of paying Rentals under this Lease.

Section 7.3. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, protect, hold harmless, save and keep Lessor harmless from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including counsel fees and expenses) arising out of or as the result of (a) the entering into of the Base Lease or this Lease, (b) the acquisition, construction, equipping and installation of the Facilities, (c) injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Leased Property during the Lease Term or otherwise arising during the Lease Term because of Lessor's interest in the Leased Property, and/or (d) the breach of any covenant by Lessee herein or any material misrepresentation by Lessee contained herein. The indemnification arising under this section will continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of this Lease for any reason.

ARTICLE VIII

ASSIGNMENT AND SUBLEASING

Section 8.1. Assignment by Lessor. Lessor's right, title and interest in, to and under this Lease and the Leased Property may be assigned and reassigned in whole or in part to one or more assignees or

subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee agrees to keep a record of all such notices of assignment and to execute all documents, including notices of assignment and financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Leased Property and in this Lease. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor.

Section 8.2. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Lease and in the Leased Property may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Leased Property if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt obligations of state and local governments satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Leased Property will be subject to this Lease and the rights of Lessor in, to and under this Lease and the Leased Property.

ARTICLE IX

MAINTENANCE, REPAIRS AND MODIFICATIONS

Section 9.1. Maintenance, Repairs and Modifications. Lessee will, at its own expense, maintain, preserve and keep the Leased Property in good repair, working order and condition, and will from time to time make all repairs, replacements and improvements necessary to keep the Leased Property in such condition. Lessor has no responsibility for any repairs, replacements or improvements. In addition, Lessee will, at its own expense, have the right to remodel any portion of the Facilities or to make additions, modifications and improvements thereto. All such additions, modifications and improvements will thereafter comprise part of the Leased Property and be subject to the provisions of this Lease; provided, however, that Lessee may install at its own expense any furniture, furnishings, trade fixtures and business equipment and such furniture, furnishings, trade fixtures and business equipment (specifically excluding lighting fixtures and heating, ventilating and air conditioning equipment and wiring within conduits) will remain the property of Lessee and will not be subject to the provisions of this Lease. Such additions, modifications and improvements will not in any way damage the Facilities nor cause it to be used for purposes other than those permitted by this Lease and authorized under the provisions of municipal, state and federal law. The Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, will be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements. Any property for which a substitution or replacement is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee will first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor will notify Lessee that, in the opinion of Counsel, by nonpayment of any such item the interest of Lessor in the Leased Property will be materially endangered or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event Lessee will promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon request and at the expense of Lessee.

Section 9.2. Liens. Lessee will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, other than the respective rights of Lessor and Lessee as herein and in the Base Lease provided. Except as expressly provided in this Article, Lessee will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same will arise at any time. Lessee will reimburse Lessor for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

ARTICLE X

LESSEE'S OPTION TO PURCHASE THE LEASED PROPERTY

Section 10.1. Lessee's Option to Purchase the Leased Property. Lessee has the option to purchase Lessor's interest in the Leased Property, upon giving written notice to Lessor at least 15 days before the date of purchase, at the following times and upon the following terms:

(a) On any date, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor; or

(b) In the event of substantial damage to or destruction or condemnation (other than condemnation by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Leased Property, on the Rental Payment Date Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments then due hereunder plus all remaining principal portions of Rental Payments set forth on **Exhibit A** to Lessor.

Section 10.2. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and any Renewal Term represent the fair value of the use of the Leased Property and that the amount required to exercise Lessee's option to purchase Lessor's interest in the Leased Property pursuant to **Section 10.1** represents, as of the end of the applicable Rental Payment Date, the fair purchase price of the Leased Property. Lessee hereby determines that the Rentals do not exceed a reasonable amount so as to place Lessee under an economic practical compulsion to renew this Lease or to exercise its option to purchase the Leased Property hereunder. In making such determinations, Lessee and Lessor have given consideration to the Costs of the Facilities, the uses and purposes for which the Leased Property will be employed by Lessee, the benefit to Lessee by reason of the acquisition, construction, equipping and installation of the Facilities and the use and occupancy of the Leased Property pursuant to the terms and provisions of this Lease and Lessee's option to purchase the Leased Property. Lessee hereby determines and declares that the acquisition, construction, equipping and installation of the Facilities and the leasing of the Leased Property pursuant to this Lease will result in a Leased Property of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition, construction, equipping and installation of the Facilities were performed by Lessee other than pursuant to this Lease. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Facilities.

ARTICLE XI

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 11.1. Damage, Destruction and Condemnation. Unless Lessee has exercised its option to purchase the Leased Property and terminate this Lease as provided in **Article X**, if (i) any component of the Leased Property is destroyed (in whole or in part) or is damaged by fire or other casualty or (ii) title to or the temporary use of such component of the Leased Property or the interest of Lessee or Lessor in the component of the Leased Property, is taken under the exercise of the power of eminent domain, or the threat of such exercise, by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee will cause the Net Proceeds of any insurance or condemnation award or any sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Leased Property by Lessee. Any balance of the Net Proceeds remaining after such work has been completed will be held and appropriated by Lessee for the exclusive purpose of paying Rentals under this Lease.

If Lessee determines that the replacement, repair, restoration, modification or improvement of the Leased Property is not economically feasible or in the best interest of Lessee, then, in lieu of making such replacement, repair, restoration, modification or improvement and if permitted by law, Lessee will promptly purchase the Leased Property by paying the Purchase Price to Lessor and such Net Proceeds will be applied by Lessee to such payment to the extent required for such payment. Any balance of the Net Proceeds remaining after paying the Purchase Price to Lessor will belong to Lessee.

Section 11.2. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement of any component of the Leased Property in accordance with **Section 11.1**, subject to appropriation of sufficient funds, Lessee will complete the work and pay any cost in excess of the amount of the Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds Lessee will make any payments pursuant to the provisions in this **Section 11.2**, Lessee will not be entitled to any reimbursement therefor from Lessor or to any reduction in Rental Payments then due or thereafter coming due.

Section 11.3. Cooperation of Lessor. Lessor will cooperate fully with Lessee, at the expense of Lessee, in filing any proof of loss with respect to any insurance policy covering the events described in **Section 11.1** and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Property or any part thereof and will, to the extent it may lawfully do so, permit Lessee to litigate in any proceeding resulting therefrom in the name of and on behalf of Lessor. In no event will Lessor voluntarily settle, or consent to the settlement of, any proceedings arising out of any insurance claim or any prospective or pending condemnation proceeding with respect to the Leased Property or any part thereof without the written consent of Lessee.

ARTICLE XII

DEFAULT PROVISIONS

Section 12.1. Events of Default Defined. The following will be "Events of Default" under this Lease, and the term "Events of Default" will mean, whenever it is used in this Lease, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement under any Leased Property Document on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will consent to an extension of such time if Lessee certifies that corrective action has been instituted by Lessee within the applicable period and will be diligently pursued until such failure is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to any Leased Property Document or any instrument or certificate related thereto or to the Leased Property is incorrect, untrue or misleading in any material respect;

(d) Any provision of any Leased Property Document at any time for any reason ceases to be valid and binding on Lessee, or is declared to be null and void, or the validity or enforceability thereof is contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee denies that it has any further liability or obligation under this Lease or the Base Lease; or

(e) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its essential functions, or adjudication of Lessee as a bankrupt, or

assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of any applicable federal bankruptcy law.

Section 12.2. Remedies. Whenever any Event of Default has occurred and is continuing, Lessor will have the right, at its option and without any further demand or notice, to take any one or more of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Lease, take possession of the Leased Property, sell Lessor's interest in the Base Lease, or lease the Leased Property and collect the rentals therefor for all or any portion of the remainder of its leasehold term upon such terms and conditions as it may deem satisfactory in its sole discretion, with Lessee remaining liable for the difference between the Rentals, Additional Rentals and other amounts payable by Lessee hereunder during the Original Term or then current Renewal Term, as the case may be, and the net proceeds of any purchase price, rents or other amounts paid by the purchaser, new lessee or sublessee of the Leased Property, and, provided further, that, in such event, if Lessor receives a payment for sale of its interest or total Rentals for lease of the Leased Property that are, after payment of Lessor's expenses in connection therewith, in excess of the then applicable Purchase Price, then such excess will be paid to Lessee either by Lessor, its assigns, or by its sublessee; or

(c) Take whatever action at law or in equity may appear necessary or desirable to collect the Rental Payments then due and thereafter to become due during the then current Original Term or Renewal Term, or enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

Section 12.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor or Lessee to exercise any remedy reserved to it in this Article it will not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 12.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease is breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

ARTICLE XIII

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 13.1. Amendments, Changes and Modifications. This Lease may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any

provision of this Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

ARTICLE XIV

MISCELLANEOUS

Section 14.1. [Reserved].

Section 14.2. Notices. It will be sufficient service of any notice, request, complaint, demand or other paper required by this Lease to be given or filed with Lessor or Lessee if the same is duly mailed by registered or certified mail with postage prepaid addressed as set forth on **Exhibit B**. Lessor and Lessee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications will be sent.

Section 14.3. Title to Personal Property. Title to any portion of the Leased Property that constitutes personal property will vest in Lessee subject to Lessor's rights under this Lease and the Base Lease; provided that title thereto will thereafter immediately and without any action by Lessee vest in Lessor and Lessee will immediately surrender possession thereof to Lessor upon (i) any termination of this Lease without Lessee exercising its option to purchase pursuant to **Section 10.1** or (ii) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any deed, bill of sale, certificate of title or other instrument of conveyance. Nevertheless, Lessee will execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 14.4. Security Interest. To secure the payment of all of Lessee's obligations under this Lease, to the extent permitted by law, Lessor retains a security interest in that portion of the Leased Property consisting of personal property or fixtures and on all additions, attachments, accessions thereto, substitutions therefor and on any proceeds therefrom. Lessee consents to the filing of financing statements with respect to such personal property and fixtures and will execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest.

Section 14.5. Net Lease. It is the understanding and agreement of the parties hereto that, subject to **Sections 3.3** and **4.3**, this is a clear "net" lease obligation and that Lessee will bear all expenses and make all payments consistent with the principle of the "net" Lease. Lessee hereby assumes and agrees to perform all duties and obligations relating to the Leased Property, as well as the use, operation, and maintenance thereof, even though such duties and obligations may otherwise be construed to be those of Lessor.

Section 14.6. No Pecuniary Liability. No provision, covenant or agreement contained in this Lease or any obligation herein imposed upon Lessor, or the breach thereof, will constitute or give rise to or impose upon Lessor a pecuniary liability.

Section 14.7. Access to Premises. Lessee agrees that Lessor or any agent or representative of Lessor has the right at all reasonable times to enter upon and to examine and inspect the Leased Property. Lessee further agrees that Lessor and any such agent or representative has such rights of access to the Leased Property as may be reasonably necessary to cause the proper maintenance of the Facilities in the event of failure by Lessee to perform its obligations hereunder.

Section 14.8. Financial Statements. Throughout the Lease Term, Lessee will deliver to Lessor, as soon as available, upon Lessor's request, a copy of Lessee's annual audited statement of income and expense and Lessee's annual audited balance sheet.

Section 14.9. Title to the Land. Lessee covenants that the title to the Land is and will remain in Lessee, subject to the rights of Lessor hereunder and under the Base Lease.

Section 14.10. Binding Effect. This Lease will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.11. Execution; Electronic Transactions. This Lease may be executed in any number of counterparts, each of which will be deemed to be an original but all together will constitute but one and the same Lease. It is also agreed that separate counterparts of this Lease may be executed by Lessor and Lessee all with the same force and effect as though the same counterpart had been executed by both Lessor and Lessee. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

FIRST BANK OF MISSOURI

[SEAL]

By : _____
Name: _____
Title: _____
LESSOR

CITY OF GLADSTONE, MISSOURI

[SEAL]

By: _____
Name: _____
Title: _____
LESSEE

ATTEST:

Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF CLAY) **SS.**

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public, appeared _____, who being before me duly sworn did say that (s)he is a _____ of **FIRST BANK OF MISSOURI**, a state banking corporation organized and existing under the laws of the State of Missouri and that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

My commission expires: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **SS.**
COUNTY OF CLAY)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public, appeared **SCOTT WINGERSON** to me personally known, who, being by me duly sworn, did say that he is the City Manager of the **CITY OF GLADSTONE, MISSOURI**, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the laws of the State of 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 in behalf of said City by authority of its governing body, and said officer 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, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

(SEAL)

My commission expires: _____

EXHIBIT A TO LEASE PURCHASE AGREEMENT

RENTAL PAYMENT SCHEDULE

Commencement Date: December 1, 2016

Interest rate used to calculate Interest Portions of Rental Payments: 3.000%

Payment Date	Amort. Pmt. No.	Interest Rate	Payments			Principal Balance
			Interest	Principal	Total	
12/1/2016						
12/1/2016	-					\$ 1,155,000.00
7/15/2017	1	3.000%	21,560.00	26,707.00	48,267.00	1,128,293.00
1/15/2018	2	3.000%	16,924.40	31,342.60	48,267.00	1,096,950.40
7/15/2018	3	3.000%	16,454.26	31,812.74	48,267.00	1,065,137.66
1/15/2019	4	3.000%	15,977.06	32,289.94	48,267.00	1,032,847.72
7/15/2019	5	3.000%	15,492.72	32,774.28	48,267.00	1,000,073.44
1/15/2020	6	3.000%	15,001.10	33,265.90	48,267.00	966,807.54
7/15/2020	7	3.000%	14,502.11	33,764.89	48,267.00	933,042.65
1/15/2021	8	3.000%	13,995.64	34,271.36	48,267.00	898,771.29
7/15/2021	9	3.000%	13,481.57	34,785.43	48,267.00	863,985.86
1/15/2022	10	3.000%	12,959.79	35,307.21	48,267.00	828,678.65
7/15/2022	11	3.000%	12,430.18	35,836.82	48,267.00	792,841.83
1/15/2023	12	3.000%	11,892.63	36,374.37	48,267.00	756,467.46
7/15/2023	13	3.000%	11,347.01	36,919.99	48,267.00	719,547.47
1/15/2024	14	3.000%	10,793.21	37,473.79	48,267.00	682,073.68
7/15/2024	15	3.000%	10,231.11	38,035.89	48,267.00	644,037.79
1/15/2025	16	3.000%	9,660.57	38,606.43	48,267.00	605,431.36
7/15/2025	17	3.000%	9,081.47	39,185.53	48,267.00	566,245.83
1/15/2026	18	3.000%	8,493.69	39,773.31	48,267.00	526,472.52
7/15/2026	19	3.000%	7,897.09	40,369.91	48,267.00	486,102.61
1/15/2027	20	3.000%	7,291.54	40,975.46	48,267.00	445,127.15
7/15/2027	21	3.000%	6,676.91	41,590.09	48,267.00	403,537.06
1/15/2028	22	3.000%	6,053.06	42,213.94	48,267.00	361,323.12
7/15/2028	23	3.000%	5,419.85	42,847.15	48,267.00	318,475.97
1/15/2029	24	3.000%	4,777.14	43,489.86	48,267.00	274,986.11
7/15/2029	25	3.000%	4,124.79	44,142.21	48,267.00	230,843.90
1/15/2030	26	3.000%	3,462.66	44,804.34	48,267.00	186,039.56
7/15/2030	27	3.000%	2,790.59	45,476.41	48,267.00	140,563.15
1/15/2031	28	3.000%	2,108.45	46,158.55	48,267.00	94,404.60
7/15/2031	29	3.000%	1,416.07	46,850.93	48,267.00	47,553.67
1/15/2032	30	3.000%	713.31	47,553.67	48,266.98	-
Total			293,009.98	1,155,000.00	1,448,009.98	

Recalculation of Payment Schedule

The initial interest rate used to calculate the Interest Portions of Rental Payments under the Lease is 3.00% which shall be the applicable interest rate under this Lease through November 30, 2021. Thereafter, the applicable interest rate shall be the U.S. Prime Rate as published in the *Wall Street Journal* and effective as of December 1 of each year, less .25%. (For example, the applicable interest rate for the period of December 1, 2021 through November 30, 2022 shall be the rate in effect on December 1, 2021, less .25%). If publication of the U.S. Prime Rate in *The Wall Street Journal* is discontinued for any reason, the applicable prime rate shall mean the interest rate per annum publicly announced from time to time by Bank of America, or any successor thereto, as its "prime rate." Notwithstanding the foregoing, the applicable interest rate under this Lease shall never exceed 10% or be below 3.0%. Upon the determination of the new interest rate, Lessor and Lessee shall cause the Payment Schedule to be recalculated such that total payments in each calendar year are substantially level and are sufficient to repay the amount due hereunder not later than the year 2032, with the assumption that the then applicable rate will stay in effect through the Maximum Term. Interest shall be calculated hereunder on a 30/360 basis.

EXHIBIT B TO LEASE PURCHASE AGREEMENT

OTHER PROVISIONS

Facilities: The Facilities consist of the following described facilities, together with related improvements, fixtures, equipment and furnishings and support facilities:

Type of Facilities: construction of parking facilities; acquisition of land

Fiscal Year: Lessee's Fiscal Year currently begins on July 1 of each year.

Interest Rate: The interest portions of Rental Payments are initially calculated using a per annum interest rate of 3.00% and on the basis of a 360 day year of 12- 30 day months, and shall be reset in accordance with Exhibit A.

Addresses: The following addresses will be used as described in **Section 14.2**, unless changed as described therein:

- (a) If to Lessor: First Bank of Missouri
7001 North Oak Traffic way
Gladstone, MO 64118
Attention: _____
- (b) If to Lessee: City of Gladstone, Missouri
7010 N. Holmes
Gladstone, MO 64118
Attention: City Manager

SCHEDULE 1 TO BASE LEASE AND TO LEASE PURCHASE AGREEMENT

DESCRIPTION OF THE LAND

Tract 2, replat of Lots 1, 2, and 3, Block 25, Linden Subdivision in the City of Gladstone, Missouri.