
TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE OF

\$4,070,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF GLADSTONE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(ROYAL PARK APARTMENT HOMES PROJECT)
SERIES 2019

Legal Opinion

Armstrong Teasdale LLP
Kansas City, Missouri

CLOSING MEMORANDUM

\$4,070,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF GLADSTONE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(ROYAL PARK APARTMENT HOMES PROJECT)
SERIES 2019

CLOSING: MARCH 28, 2019

This Memorandum sets forth the actions to be taken in connection with the issuance, sale and delivery by City of Gladstone, Missouri, of its Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019, in the maximum principal amount of \$4,070,000 (the "Bonds"). The documents and actions described herein and in the Closing List attached hereto are to be delivered and taken as a condition precedent to the issuance of the Bonds. Such delivery of documents and actions shall be deemed to have taken place simultaneously at the closing, and no delivery of documents, payments of moneys or other actions with respect to the foregoing transaction will be considered to have been completed until all such deliveries, payments or other actions have been made or taken.

The closing is scheduled for 10:00 a.m., Central Time, on Thursda, March 28, 2019, at the offices of Armstrong Teasdale LLP, Kansas City, Missouri, and by telephone. The items set forth on the Closing List will be examined, assembled and incorporated in the transcripts evidencing the authorization and issuance of the Bonds. Copies of the transcript will be prepared and distributed to the following:

1. City of Gladstone, Missouri ("City") (4 CD-Roms and one printed copy).
2. STKC Properties LLC ("Company" and "Purchaser") (1 CD-Rom).
3. Security Bank of Kansas City ("Trustee") (1 CD-Rom).
4. Armstrong Teasdale LLP ("Bond Counsel") (1 CD-Rom).
5. McDowell, Rice, Smith and Buchanan, PC ("Company's Counsel")
6. Academy Bank, N.A. ("Commercial Lending Bank")

\$4,070,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF GLADSTONE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(ROYAL PARK APARTMENT HOMES PROJECT)
SERIES 2019

Closing Date: March 28, 2019

CLOSING LIST

**Document
No.**

BASIC DOCUMENTS

1. Trust Indenture.
2. Lease Agreement; Memorandum of Lease Agreement.
3. Bond Purchase Agreement with Certificate as to Closing Price.
4. Performance Agreement; Memorandum of Performance Agreement.
5. Specimen Bond.

CITY'S PROCEEDINGS AND CLOSING DOCUMENTS

6. City's Closing Certificate.
7. Notice to Taxing Jurisdiction of the proposed Plan for the Project; Confirmation of receipt by taxing jurisdictions of the Plan.
8. Excerpt of Minutes of Meeting of the City Council showing public hearing, first reading, second reading and approval of Ordinance No. 4266 on March 25, 2019.
9. Ordinance No. 4266 approving a Chapter 100 Plan for the Project, and authorizing the issuance of the Bonds as executed and approved on March 28, 2019.
10. Municipality Annual Activity Report pursuant to Section 100.105, RSMo.

COMPANY'S PROCEEDINGS AND DOCUMENTS

11. Company's Closing Certificate, with the following exhibits attached:
 - Exhibit A – Missouri Certificate of Good Standing.
 - Exhibit B – Articles of Organization.
 - Exhibit C – Operating Agreement.
12. Company's Resolutions.
13. Purchaser's Receipt and Representation Letter.
14. Quit Claim Deed.
15. Requisition Certificate.
16. Insurance Certificates.
17. Company's Affidavit re: Company's enrollment and participation in a "federal work authorization program"; and E-Verify Program for Employment Verification Memorandum of Understanding.

TRUSTEE'S CLOSING DOCUMENT

18. Trustee's Closing Certificate.

MISCELLANEOUS CLOSING DOCUMENTS

19. Ownership and Encumbrance Report.
20. Recording Memorandum; Uniform Commercial Code Financing Statement.

LEGAL OPINIONS

21. Approving Legal Opinion of Bond Counsel.
22. Opinion of Company's Counsel.
23. Opinion of City Attorney.

* * *

CITY OF GLADSTONE, MISSOURI,

AND

**SECURITY BANK OF KANSAS CITY,
as Trustee**

TRUST INDENTURE

Dated as of March 1, 2019

Relating to:

**\$4,070,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF GLADSTONE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(ROYAL PARK APARTMENT HOMES PROJECT)
SERIES 2019**

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of March 1, 2019 (the “Indenture”), is between the **CITY OF GLADSTONE, MISSOURI**, a third class city and political subdivision duly organized and existing under the laws of the State of Missouri (the “City”), and **SECURITY BANK OF KANSAS CITY**, Kansas City, Kansas, a state banking corporation duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Kansas, with a corporate trust office located in Kansas City, Kansas, as Trustee (the “Trustee”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend and improve certain projects (as defined in Section 100.010 of the Revised Statutes of Missouri, as amended) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Following notice to affected taxing jurisdictions in accordance with Section 100.059.1 of the Act, the City Council approved a Bill on March 25, 2019, that was adopted and approved as Ordinance No. 4266 (the “**Ordinance**”) on March 28, 2019, (i) approving a plan for the Company’s economic development project proposed by STKC Properties LLC (the “**Company**”), and (ii) authorizing the issuance of not to exceed \$4,070,000 principal amount of Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019 (the “**Bonds**”), to pay the costs of a portion of the Project (defined below) consisting of the complete renovation of the apartment complex to be known as the “Royal Park Apartment Homes,” including both structural and non-structural improvements, new water lines, new roofing and balconies, and other significant improvements (collectively, the “**Project Improvements**,” as more fully described on **Exhibit B** hereto), located on certain real property in the City (the “**Project Site**,” as more fully described on **Exhibit A** hereto).

3. Pursuant to the Ordinance, the City is authorized to execute and deliver (a) this Trust Indenture for the purpose of issuing and securing the Bonds, (b) the Lease Agreement (defined herein) with the Company, as lessee, under which the City, as lessor, will lease the Project Site to the Company (in consideration of rental payments that will be sufficient to pay the principal of and interest on the Bonds) and cause the Company to acquire, construct, improve, equip and otherwise perform the Project Improvements (collectively, the “**Project**”), and (c) the Performance Agreement (defined herein) for the purpose of setting forth the terms and conditions of the Project’s exemption from *ad valorem* real property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

4. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (as defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners (defined herein) thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns forever, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the **"Trust Estate"**), to-wit:

(a) All right, title and interest of the City in and to the Project, subject to the Company's rights under the Lease, together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) All right, title and interest of the City in, to and under the Lease (excluding Unassigned Rights), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII** hereof), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in **Section 1.1** of the Lease, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Act” means, collectively, Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended.

“Additional Rent” means the additional rental described in **Section 5.2** of the Lease.

“Authorized City Representative” means the Mayor, the City Manager, the City Clerk or such other person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized City Representative.

“Authorized Company Representative” means the Person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the Company by an authorized officer of the Company. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Company Representative.

“Basic Rent” means the rental described in **Section 5.1** of the Lease.

“Bond” or **“Bonds”** means the Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), issued, authenticated and delivered under and pursuant to this Indenture, including an initial series of Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019, in the maximum aggregate principal amount of \$4,070,000.

“Bond Fund” means the “City of Gladstone, Missouri, Bond Fund – STKC Properties LLC” created in **Section 501** of this Indenture.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds by and between the City and the Purchaser.

“Business Day” means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the principal corporate trust office or the principal payment office of the Trustee are required or authorized by law to remain closed.

“City” means the City of Gladstone, Missouri, a third class city duly organized and existing under the laws of the State of Missouri, and its successors and assigns.

“Closing Date” means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

“Closing Price” means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to any Project Costs spent by the Company from its own funds before the Closing Date, including costs of issuance.

“Commercial Lending Bank” means Academy Bank, N.A., with an office located in Kansas City, Missouri.

“Company” means STKC Properties LLC, a Missouri limited liability company, and its successors or assigns.

“Completion Date” means the dates of execution of the certificates with respect to each component portion of the Project and the date of execution of the certificate with respect to the entire Project required by **Section 4.5** of the Lease and **Section 504** of this Indenture and filed with the Trustee.

“Conventional Loan” means the loan from the Commercial Lending Bank to the Company in the amount of \$3,052,500.00, originally made on September 25, 2018, and modified as of the Closing Date.

“Conventional Loan Deed of Trust” means the Construction Deed of Trust with Future Advances and Future Obligations dated September 25, 2018 and recorded September 25, 2018 in the real estate records of Clay County, Missouri, from the Company in favor of the Commercial Lending Bank.

“Costs of Issuance Fund” means the “City of Gladstone, Missouri, Costs of Issuance Fund – STKC Properties LLC” created in **Section 501** hereof.

“Cumulative Outstanding Principal Amount” means the aggregate principal amount of all Bonds Outstanding under the provisions of this Indenture, not to exceed \$4,070,000, as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

“Event of Default” means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

“Financing Document” means the Conventional Loan Deed of Trust, the Leasehold Mortgage, and any other loan agreement, credit agreement, security agreement, mortgage, participation agreement, lease agreement, sublease, ground lease, hedging agreement, assignment of leases and/or rents or other document executed by or on behalf of the Company or any related party for the benefit of a Financing Party.

“Financing Party” means Commercial Lending Bank or any other Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letters of credit or credit support for or in connection with such financing or hedging

arrangements, in connection with the development, construction, ownership, lease, operation or maintenance of the Project or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person's behalf.

"Government Securities" means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Indenture" means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI** hereof.

"Investment Securities" means any of the following securities:

- (a) Government Securities;
- (b) obligations of Fannie Mae, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;
- (c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;
- (d) certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or any of its affiliates), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;
- (e) shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least \$100,000,000, and which shares, at the time of purchase, are rated by S&P and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature; or
- (f) any other investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

"Lease" means the Lease Agreement dated as of March 1, 2019, between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

“Lease Term” means the period from the effective date of the Lease until the expiration thereof pursuant to **Section 3.2** of the Lease.

“Leasehold Mortgage” means any leasehold mortgage, leasehold deed of trust, assignment of rents and leases, security agreement or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** of the Lease.

“Moody’s” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, “Moody’s” will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

“Outstanding” means, when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

(a) Bonds subsequently cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

“Owner” or **“Owners”** means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

“Paying Agent” means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

“Payment Date” means the date on which principal or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

“Performance Agreement” means the Performance Agreement dated as of March 1, 2019, between the City and the Company, as amended and supplemented from time to time.

“Permitted Encumbrances” means, as of any particular time, as the same may encumber the Project Site (a) liens for *ad valorem* taxes and special assessments not then delinquent, (b) the Indenture, the Lease and the Performance Agreement, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, mechanic’s liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) liens or security interests granted pursuant to the Conventional Loan Deed of Trust

and any Leasehold Mortgage or any other Financing Document, and (f) such exceptions to title set forth in the Ownership & Encumbrance Report issued by Superior Title & Escrow of Kansas City, LLC.

“Person” means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

“Project” means the project referred to in the recitals of this Indenture, including the Project Site, the Project Improvements, and all additions, modifications, improvements, replacements and substitutions made to the Project pursuant to the Lease as they may at any time exist.

“Project Costs” means all costs of purchase, construction, improvement and installation of the Project, including the following:

(a) all costs and expenses necessary or incident to the construction and improvement of the Project Improvements located on the Project Site, which the Company conveys to the City;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of professionals and consultants in relation to the purchase, construction, improvement and installation of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in constructing and improving the Project Improvements and otherwise improving the Project Site, including the actual cost of labor and materials, machinery, furnishings and equipment as payable to contractors, builders and materialmen in connection with the purchase, construction, improvement and installation of the Project;

(d) interest accruing on the Bonds during the construction period of the Project;

(e) the cost of title insurance policies and the cost of any other insurance maintained during the construction period in accordance with **Article VII** of the Lease;

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the purchase, construction, improvement and installation of the Project;

(g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the purchase, construction, improvement and installation of the Project; and (3) the financing thereof; and

(h) reimbursement to the Company or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

“Project Fund” means the “City of Gladstone, Missouri, Project Fund – STKC Properties LLC” created in **Section 501** hereof.

“Project Improvements” means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved on the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached hereto, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

“Project Site” means all of the real estate as described in **Exhibit A** attached hereto and by this reference made a part hereof.

“Purchaser” means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds.

“S&P” means Standard & Poor's Ratings Services, a division of McGraw Hill Financial, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, “S&P” will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

“State” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI** hereof.

“Supplemental Lease” means any supplement or amendment to the Lease entered into pursuant to **Article XII** hereof.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Indenture.

“Trustee” means Security Bank of Kansas City, Kansas City, Kansas, a state banking corporation duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Missouri, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

“Unassigned Rights” means the City's rights under the Lease to receive moneys for its own account and the City's rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided in the Lease.

Section 102. Rules of Interpretation.

(a) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including public bodies, as well as natural Persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, 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.

(c) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) 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.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as “City of Gladstone, Missouri, Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019.” The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$4,070,000 in one or more series of Bonds.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and neither the City, the State or related political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit D** hereto, in the denomination of \$0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the principal payment office of any Paying Agent named in the Bonds. The payment of

principal on the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206** hereof. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Company (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the continental United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the continental United States.

(e) If the Company is the sole Owner of the Bonds, then the Company may set-off its obligation to the City as lessee under the Lease against the City's obligations to the Company as the bondholder under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Company may deliver to the Trustee for cancellation the Bonds and the Company shall receive a credit against the Basic Rent payable by the Company under **Section 5.1** of the Lease in an amount equal to the remaining principal on the Bond so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit D** hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred in whole only and only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit E** hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate. Notwithstanding the foregoing: (i) the parties acknowledge that the Company, in its capacity as owner of the Bonds, has transferred and assigned the Bonds (and will continue to transfer and assign subsequently acquired Bonds) to the Commercial Lending Bank as additional security for the debt evidenced and secured by the Conventional Loan, the Conventional Loan Deed of Trust and the Leasehold Mortgage; (ii) such transfer and security interest in favor of Commercial Lending Bank shall be indicated in the registration books maintained by the Trustee; and (iii) any original Bond certificates will contain a legend indicating the interest of Commercial Lending Bank and will be delivered to Commercial Lending Bank

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Except in the case of a request made by a Financing Party, neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of \$4,070,000 for the purpose of providing funds to pay the costs of the Project, which Bonds shall be designated “City of Gladstone, Missouri, Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019.” The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on December 1, 2034 (subject to prior redemption as provided in **Article III** hereof) and shall bear interest as specified in **Section 208(f)** hereof, payable on the dates specified in **Section 208(f)** hereof.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit D** hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) An original or certified copy of the ordinance passed by the City Council authorizing the issuance of the Bonds and the execution of this Indenture, the Performance Agreement, the Bond Purchase Agreement and the Lease;

(2) Original executed counterparts of this Indenture, the Lease, the Performance Agreement and the Bond Purchase Agreement;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit E** hereto;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Bonds and deliver the same to or at the direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Bonds constitute valid and legally binding limited and special revenue obligations of the City;

(6) An opinion of counsel nationally recognized on the subject of municipal bonds stating that the Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended; and

(7) Such other certificates, statements, receipts, opinions and documents as the Trustee shall reasonably require for the delivery of the Bonds.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, either:

(1) The Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser; or

(2) The Company shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the Closing Price, and the Trustee shall authenticate and endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to the Company (or another purchaser designated by the Company).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal or up to the Closing Price.

(e) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease, and the Trustee shall endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The date of endorsement of each Principal Amount Advanced as set forth on **Schedule I** to the Bonds shall be the date of the City's approval of each requisition certificate. The Trustee shall keep a record of the total requisitions submitted for the Project, and shall notify the City if the requisitions submitted exceed the maximum principal amount of the Bonds.

(f) The Bonds shall bear interest at the rate of six percent (6.00%) per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2019, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full, but not later than December 1, 2034. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the "Cumulative Outstanding Principal Amount." On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records the principal amount paid on the Bonds as "Principal Amount Redeemed," and shall enter the then Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit D** hereto. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company on a monthly basis. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504** hereof, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case

of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be cancelled by the Trustee immediately upon the payment or redemption of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (1) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (2) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Sections 9.1(b) or (f) or 9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) In connection with a redemption under paragraphs (a) or (b) of this Section, at its option, the Company may deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for

the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)** hereof, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 10 days before the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least five days before the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owner in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit D**. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following separate special trust funds in the name of the City:

- (a) "City of Gladstone, Missouri, Project Fund – STKC Properties LLC" (herein called the "Project Fund");
- (b) "City of Gladstone, Missouri, Costs of Issuance Fund – STKC Properties LLC" (herein called the "Costs of Issuance Fund"); and
- (c) "City of Gladstone, Missouri, Bond Fund – STKC Properties LLC" (herein called the "Bond Fund").

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(d) and (e)** hereof), including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601** hereof, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and installing the Project shall pursuant to any directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company (or any other party that has made payment on behalf of the Company) for payment of, Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208(d) and (e)** hereof, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Company in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of the requisition certificate.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the acquisition, construction, improvement and installation of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Deposits into and Disbursements from the Costs of Issuance Fund. Money deposited by the Company in the Costs of Issuance Fund shall be used solely to pay costs of issuing the Bonds or refunded to the Company as hereinafter provided. The Trustee shall without further authorization disburse from the Costs of Issuance Fund, to the extent available, money sufficient to pay the amounts shown in a closing memorandum provided to the Trustee on or before the date of delivery of the Bonds, which shall have attached thereto the statements, invoices and related items described in said closing memorandum. The Trustee may rely conclusively on the amounts due as shown in the closing memorandum and will not be required to make any independent inspection or investigation in connection therewith. Any of such money not used to pay costs of issuance by May 1, 2019 shall be refunded to the Company.

Section 506. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902** hereof, upon the date of payment by the Trustee of any moneys due as provided in **Article IX** hereof, any balance remaining in the Project Fund shall without further

authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits Into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (a) all accrued interest on the Bonds, if any, paid by the Purchaser; (b) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (c) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease; (d) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project or pursuant to **Section 506** hereof upon acceleration of the Bonds; (e) the balance of any Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (f) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (g) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (h) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) The Trustee shall notify the Company in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof or in **Section 4.6(a)** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** hereof so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment

of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture, the Lease and the Performance Agreement, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee is authorized to invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject

to redemption before the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** hereof for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee

may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements, and hereby authorizes the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto and such other documents as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Indenture, in its name or in the name of the City, may enforce all assigned rights of the City and the Trustee and all obligations of the Company under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

- (a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;
- (b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;
- (c) Default as specified in **Section 12.1** of the Lease has occurred; or
- (d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail to the Company, and the Company has had 30 days after receipt of such notice to correct said default or cause said default to be corrected and has not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other

than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company or the City (as the case may be) within such period and diligently pursued until the default is corrected.

Section 902. Acceleration of Maturity in Event of Default.

(a) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** hereof elapses, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest and all other amounts due hereunder shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds have matured by their terms, all overdue installments of principal and interest upon the Bonds, together with the reasonable and proper expenses of the Trustee, and all other sums then payable by the City under this Indenture are either paid or provisions satisfactory to the Trustee are made for such payment, then and in every such case the Trustee shall, but only with the approval of a majority of the Owners of the Bonds then Outstanding, rescind such declaration and annul such default in its entirety. In such event, the Trustee shall rescind any declaration of acceleration of installments of rent payments on the Bonds as provided in **Section 12.2** of the Lease.

(c) In case of any rescission, then and in every such case the City, the Trustee, the Company and the Owners shall be restored to their former position and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

(d) Pursuant to **Section 12.2(b)** of the Lease, the City may give the Company written notice of intention to terminate the Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the Outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1** of the Lease.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** hereof elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges having a lien that is senior to the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Performance Agreement. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908** hereof. Whenever all that is due upon the Bonds has been

paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** hereof elapses, and if requested to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(b)** (but only as it relates to Unassigned Rights) or **(d)** of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** hereof or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)** hereof, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or

for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(I)** hereof.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(b)** (but only with respect to Unassigned Rights) or **(d)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of any obligations outstanding under the Lease and the Performance Agreement, of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys fees and expenses) or amounts to be paid pursuant to **Section 903** hereof, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST – To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND – To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Person entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910** hereof, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid (including any amounts payable under the Performance Agreement), any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 602** hereof.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on the Bonds, and only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that (1) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(b)** (but only with respect to Unassigned Rights) or **(d)** of the Lease, and (2) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or

redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless before such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(i)** hereof, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not Trustee. The Trustee shall not be accountable for the use or application by the City or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI** hereof, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required, to inspect any and all of the Project, and all books, papers and records of the City pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions,

appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, or intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** hereof required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or

converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor trustee become effective until such time as a successor trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the Company and the Owners and signed by the City.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than \$50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any

predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year, within 90 days following the end of such year, to the City, the Company and to any Owner requesting the same and, upon the request of the City, the Company or any Owner, a monthly accounting to any such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners;
- (b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;
- (c) To more precisely identify any portion of the Project or to add additional property thereto;
- (d) To conform the Indenture to amendments to the Lease made by the City and the Company; or
- (e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond over any other Bond, or (4) a reduction

in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article shall not become effective unless and until the Company and any Financing Party shall have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company and any Financing Party at least 15 days before the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto, or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners.

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a

majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the executing of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereof.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision also made for paying all other sums payable hereunder and under the Lease and the Performance Agreement, including the reasonable fees and expenses of the Trustee, the City and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 602** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity

or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the terms thereof, or (2) have been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, or (3) have been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** hereof or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in Person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(i) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(ii) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206** hereof.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon

any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Company is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and the pledgee is not the Company or any affiliate thereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners, as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company or Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service, as follows:

(a) To the City:

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

With a copy to:

Armstrong Teasdale LLP
2345 Grand Blvd, Suite 1500
Kansas City, Missouri 64108
Attn: Rick McConnell

(b) To the Trustee:

Security Bank of Kansas City
701 Minnesota Ave
Kansas City, Kansas 66101
Attention: Corporate Trust Department

(c) To the Company:

STKC Properties LLC
11709 Roe Ave., Suite D#166
Leawood, Kansas 66211
Attn: Juan Tobon

With a copy to:

McDowell, Rice Smith and Buchanan, PC
605 W 47th Street, Suite 350

Kansas City, Missouri 64112
Attn: Nancy Midden and Chuck Smiley

(d) To the Owners if the same is duly mailed by first class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided that any of the foregoing given to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company; and a duplicate copy of each notice, certificate or other communication given to the Company shall also be delivered to the Commercial Lending Bank and each other Financing Party holding a recorded lien on the Project. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1404. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1405. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1407. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall 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.

Section 1408. City Consent. Pursuant to the Ordinance, the City Manager and the Mayor are authorized, unless expressly provided herein, to grant on behalf of the City such consents and waivers relating to the Bonds, this Indenture, the Lease Agreement or the Performance Agreement as may be requested during the term thereof; provided, such consents and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease Agreement or the tax exemption as provided for therein, or materially change the nature of the transaction.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this Indenture to be signed in its name and behalf by its City Manager and the seal of the City to be hereunto affixed and attested by the City Clerk, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf by its duly authorized officer, all as of the date first above written.

CITY OF GLADSTONE, MISSOURI



[SEAL]

ATTEST:

By: Ruth Bocchino
Name: Ruth Bocchino
Title: City Clerk

By: Scott Wingerson
Name: Scott Wingerson
Title: City Manager

**SECURITY BANK OF KANSAS CITY, as
Trustee**

By: 
Name: _____
Title: **M. Kathryn Gellings
AVP/Trust Officer**

EXHIBIT A

PROJECT SITE

The real property located at 18 NW 72nd Street in Gladstone, Missouri, as more specifically described below:

All that part of Tract 1 as shown on the Plat of Hamilton Heights, a subdivision in the city of Gladstone, Clay County, Missouri, described as follows:

Beginning at the Southeast corner of said Tract 1; thence North 0 degrees 35 minutes 15 seconds East in the East line of said Tract 305.0 feet to the Northeast corner thereof; thence West in the North line of said Tract 350.0 feet; thence South 0 degrees 35 minutes 15 seconds West and parallel to the East line of said Tract 305.0 feet to the South line thereto; thence East 350.0 feet to the point of beginning except the South 10.0 feet to the City of Gladstone, Missouri, except that part lying within 72nd Street.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of all improvements made to the Project Site and paid for with Bond proceeds.

The Project Improvements include:

- Demolition of all risky surfaces: broken windows, damaged subfloors, broken pipes, damaged wires, mildew like substances, dead trees
- Trash removal and preparation for new material
- New drain lines
- New water lines
- New heating and cooling equipment
- Repair subfloors
- New roofing
- New side shingles
- New balconies
- Adding stucco to improve look and feel of the community
- New windows
- New lighting system on parking and perimeter
- Complete new finishes, including flooring, walls, cabinets, tile, faucets, doors, trim, granite, appliances, water heaters, tubs, among many additional interior improvements
- Repair the pool, paint and bring to code
- New pool area, including deck, pergola and safety fence around
- Barbecue area
- Playground for kids
- New office
- Public bathrooms
- Amenities, including fitness room
- New garage doors and remote operated openers to improve safety of indoor parking
- Video surveillance system, including cameras around parking lots, amenities and pool
- Landscaping
- Improvement on other hazardous conditions such as concrete repairs, retaining walls, and other preventative work

EXHIBIT C

[RESERVED]

EXHIBIT D

FORM OF BONDS

***THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR
NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.***

No. 1

**Not to Exceed
\$4,070,000**

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**CITY OF GLADSTONE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(ROYAL PARK APARTMENT HOMES PROJECT)
SERIES 2019**

Interest Rate

6.00%

Maturity Date

December 1, 2034

Dated Date

March 28, 2019

OWNER: STKC PROPERTIES LLC

MAXIMUM PRINCIPAL AMOUNT: FOUR MILLION SEVENTY THOUSAND DOLLARS

THE CITY OF GLADSTONE, MISSOURI, a third class city organized and existing under the laws of the State of Missouri (the “City”), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2019, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term “Cumulative Outstanding Principal Amount” means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated “City of Gladstone, Missouri, Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019,” in the maximum aggregate principal amount of \$4,070,000 (the “Bonds”), to be issued for the purpose of paying the costs of a portion of the Project consisting of the complete renovation of the apartment development to be known as the “Royal Park Apartment Homes,” including both structural and non-structural improvements, new water lines, new roofing and balconies, and other significant improvements (collectively, the “Project Improvements” as more fully described in the Indenture), located on certain real property in the City (the “Project Site”). The City will lease the Project Site and the Project Improvements (collectively, the “Project”) to STKC Properties LLC, a limited liability company organized and existing under the laws of the State of Missouri (the “Company”), under the terms of a Lease Agreement dated as of March 1, 2019 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and statutes of the State of Missouri, including particularly the Act, and pursuant to proceedings duly had by the Council of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of March 1, 2019 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the City and Security Bank of Kansas City, Gladstone, Missouri, as trustee (the “Trustee”). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease; provided, however, if only a portion of the Bonds are to be redeemed, Bonds aggregating 10% of the maximum principal amount of Bonds authorized under the Indenture shall not be subject to redemption and payment before the stated maturity thereof. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

THE BONDS are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Sections 9.1(f) or 9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph, money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

If the Bonds are to be called for optional redemption, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 10 days prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owner of this Bond at least five days before the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid.

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and is secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the “City of Gladstone, Missouri, Bond Fund – STKC Properties LLC.”

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable in whole only, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in Person or by such Person’s duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or such Person’s duly authorized attorney, and thereupon a new fully registered Bond, in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond without coupons in the maximum principal amount of \$4,070,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, the City of Gladstone, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated the date set forth above.

CERTIFICATE OF AUTHENTICATION

CITY OF GLADSTONE, MISSOURI

This Bond is the Bond of the issue described in the within-mentioned Indenture.

By: _____
Mayor

Registration Date: _____

SECURITY BANK OF KANSAS CITY,
as Trustee

ATTEST: _____ (Seal)

By _____
Authorized Signatory

City Clerk

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**CITY OF GLADSTONE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(ROYAL PARK APARTMENT HOMES PROJECT)
SERIES 2019**

Bond No. 1

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept by the Trustee for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By _____
Title: _____

EXHIBIT E

FORM OF REPRESENTATION LETTER

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

Security Bank of Kansas City, as Trustee
7001 N Oak Trafficway
Gladstone, Missouri 64118
Attention: Corporate Trust Department

Re: \$4,070,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019 of City of Gladstone, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the “Bonds”), the undersigned purchaser of the Bonds hereby represents, warrants and agrees as follows:

1. The undersigned purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of March 1, 2019 (the “Indenture”), between the City of Gladstone, Missouri (the “City”) and Security Bank of Kansas City, as trustee (the “Trustee”), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to STKC Properties LLC, a Missouri limited liability company (the “Company”), under a Lease Agreement dated as of March 1, 2019 (the “Lease”), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The undersigned purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a present view toward its distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

3. The undersigned purchaser agrees not to attempt to offer, sell, hypothecate (except in connection with a collateral pledge of the Bond as security for a financing) or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and upon receipt of any required opinion of counsel acceptable to the City and the Company that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

4. The Company has (a) furnished to the undersigned purchaser such information about itself as the undersigned deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the undersigned, during the course of this

transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the Company and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information that it has requested.

5. The undersigned purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of the terms and risks of the Bonds. The undersigned believes that the Bonds that it is acquiring is a security of the kind that it wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

6. The undersigned is fully aware of and satisfied with (a) the current status of the title to the Project and any issues related thereto and (b) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

7. The undersigned understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

8. The undersigned hereby directs the Trustee to hold the Bonds in trust pursuant to **Section 204(c)** of the Indenture.

Dated: _____, 20__

[PURCHASER]

By: _____
Name: _____
Title: _____

**CITY OF GLADSTONE, MISSOURI,
As Lessor,**

AND

**STKC PROPERTIES LLC,
As Company**

LEASE AGREEMENT

Dated as of March 1, 2019

Relating to:

**\$4,070,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF GLADSTONE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(ROYAL PARK APARTMENT HOMES PROJECT)
SERIES 2019**

Certain rights of the City of Gladstone, Missouri (the “City”), in this Lease Agreement have been pledged and assigned to Security Bank of Kansas City, Kansas City, Kansas, as Trustee under the Trust Indenture dated as of March 1, 2019, between the City and the Trustee.

LEASE AGREEMENT

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Exhibit A:	Project Site
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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of March 1, 2019 (the “**Lease**”), is between the **CITY OF GLADSTONE, MISSOURI**, a third class city and political subdivision duly organized and existing under the laws of the State of Missouri, as lessor (the “**City**”), and **STKC PROPERTIES LLC**, a limited liability company organized and existing under the laws of the State of Missouri, as lessee (the “**Company**”);

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the “**Act**”), to purchase, construct, extend and improve certain “projects” (as defined in Section 100.010 of the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Following notice to affected taxing jurisdictions in accordance with Section 100.059.1 of the Act, the City Council adopted Ordinance No. 4266 on March 25, 2019, which was approved and made effective by the signature of the Mayor on March 28, 2019 (the “**Ordinance**”), (i) approving a plan for the Company’s economic development project, and (ii) authorizing the issuance of \$4,070,000 principal amount of Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019, to pay the costs of a portion of the Project consisting of complete renovation of the apartment complex to be known as the “Royal Park Apartment Homes,” including both structural and non-structural improvements, new water lines, new roofing and balconies, and other significant improvements (collectively, the “**Project Improvements**,” as more fully described on **Exhibit B** hereto), located on certain real property in the City (the “**Project Site**,” as more fully described on **Exhibit A** hereto). The Project Improvements and the Project Site are collectively referred to herein as the “**Project**.”

3. Pursuant to the Ordinance, the City is authorized to execute and deliver (a) the Trust Indenture dated as of even date herewith (the “**Indenture**”), between the City and Security Bank of Kansas City, Kansas City, Kansas, as bond trustee (the “**Trustee**”), for the purpose of issuing and securing the Bonds, (b) this Lease with the Company, as lessee, under which the City, as lessor, will purchase, construct, improve and equip the Project and will lease the Project to the Company, in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds, and (c) the Performance Agreement dated as of even date herewith (the “**Performance Agreement**”), between the City and the Company, for the purpose of setting forth the terms and conditions of the Project’s exemption from *ad valorem* real and personal property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

4. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

“Additional Rent” means the additional rental described in **Section 5.2** of this Lease.

“Basic Rent” means the rental described in **Section 5.1** of this Lease.

“Environmental Law” means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, any other “Superfund” or “Superlien” law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials, as now or at any time hereafter in effect.

“Full Insurable Value” means the reasonable replacement cost of the Project less physical depreciation and exclusive of land, excavations, footings, foundation and parking lots as determined at the expense of the Company from time to time and in accordance with **Section 7.1(a)** hereof.

“Lease Term” means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** of this Lease.

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys’ fees, trustee’s fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

“Plans and Specifications” means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time prior to the Completion Date, the same being duly certified by the Company, and on file with the Company in Gladstone, Missouri, or with the architect/engineers retained by the Company for the Project, and which shall be available for reasonable inspection by the City, the Trustee and their duly appointed representatives.

“Project Site” means the real property upon which the property comprising the Project is located as more fully described in **Exhibit A**.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including governmental entities, as well as natural persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, 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.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) 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. Acceptance of Indenture. The Company acknowledges that it has received an executed copy of the Indenture and that it is familiar with the terms and conditions of the Indenture. The Company further covenants that it will comply with all the conditions and covenants contained in the Indenture relating to the Company and the Project, and that it will not take any action which would cause a default thereunder or jeopardize the rights of the Trustee, the City or the Bondholders.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a third class city and political subdivision duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers;

(b) As of the date of delivery hereof, the City agrees to acquire the Project Site, subject to Permitted Encumbrances, and purchase, construct, improve and equip or cause to be purchased, constructed, improved and equipped thereon the Project Improvements. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease as provided for herein, all for the purpose of furthering the public purposes of the Act;

(c) To finance the costs of the Project, the City proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture;

(d) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, consisting of all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to the Lease;

(e) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except with the prior written consent of the Authorized Company Representative and the Commercial Lending Bank;

(f) The City will not operate the Project as a business or in any other manner except as the lessor thereof except subsequent to an Event of Default hereunder;

(g) The purchase, construction, improvement and equipping of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act; and

(h) No member of the governing body of the City or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri;

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

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

(d) The estimated costs of the design, purchase, construction, improvement and equipping of the Project are in accordance with sound engineering and accounting principles;

(e) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations; and

(f) The Project is located wholly within the corporate limits of the City of Gladstone, Missouri.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of this Lease, the lease of the Project shall commence as of the date of this Lease and terminate on December 1, 2034.

Section 3.3. Possession and Use of the Project.

(a) The Company will possess and operate the Project Improvements located on the Project Site. The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2** hereof following the occurrence and continuance of an Event of Default, as defined in **Section 12.1** hereof, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company to defend the Company's quiet and peaceable possession and enjoyment of the Project.

(b) Subject to the provisions of this Section, the Company shall have the exclusive right to use the Project for any lawful purpose contemplated by the Act and consistent with the terms of the Performance Agreement. The Company shall use its best efforts to comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project, as to the manner of use or the condition of the Project. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company may, at its own cost and expense, contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

ARTICLE IV

PURCHASE, CONSTRUCTION AND EQUIPPING OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Lease and in the Indenture. Alternatively, the Trustee may, (pursuant to **Section 208(d)** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4** below. In that event, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in the requisition certificate.

Section 4.2. Purchase, Construction and Equipping of the Project. The City and the Company agree that the City will and the Company, as the agent of the City, shall, but solely from the Project Fund, purchase, construct and equip the Project as follows:

(a) The City will acquire the Project Site at the execution hereof. Concurrently with the execution of this Lease, (i) a deed and any other necessary instruments of transfer will be delivered to the City and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report required by **Article VII** hereof will be delivered to the City and the Trustee;

(b) On behalf of the City, the Company will improve and construct the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project may be made only with the prior written approval of the City. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of **Section 8.3**;

(c) The Company will comply with the provisions of Section 107.170 of the Revised Statutes of Missouri, as amended, to the extent applicable to the construction of the Project; and

(d) The Company agrees that it will use reasonable efforts to cause the purchase, construction, improvement and equipping of the Project to be completed as soon as practicable with all reasonable dispatch. In the event such purchase, construction, improvement and equipping commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof.

Section 4.4. Payment for Project Costs. All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture, and the City hereby authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit D**, signed by an Authorized Company Representative, which disbursements may be recorded via a transaction entry on the trust records held by the Trustee. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. The submission of any requisition certificate by an Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been satisfied.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Company Representative stating (a) the purchase, construction, improvement and installation of the Project has been completed in accordance with the Plans and Specifications, (b) that all costs and expenses incurred in the purchase, construction, improvement and installation of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company, and (c) amounts to be retained by Trustee with respect to item (b) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon receipt of the certificate described in **Section 4.5** hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Company shall save the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Property of City. The Project Site and the Project Improvements located thereon at the execution hereof and which the Company desires to convey to the City, including all work and materials on the Project Improvements as such work progresses, and all additions or enlargements thereto or thereof, until the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of

the City, subject only to this Lease, the Indenture, Permitted Encumbrances and the Leasehold Mortgage, if any.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements, and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project for purposes of **Section 6.4** hereof and therefore are subject to taxation, to the extent otherwise provided by law.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, on or before 11:00 a.m., Trustee's local time, on each Payment Date, as Basic Rent for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal on the Bonds and the interest thereon on such Payment Date, shall be equal to the amount payable on such Payment Date as principal of the Bonds and the interest thereon as provided in the Indenture. Except as offset pursuant to the right of the Company set forth below, all payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Indenture, the Bond Purchase Agreement or the Performance Agreement to the contrary, and provided that the Company is the sole holder of the Bonds, the Company may set-off the then-current Basic Rent payment against the City's obligation to the Company as Bondholder under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Company will (a) if the Trustee holds the Bonds, notify the Trustee of the Bonds not previously paid that are to be cancelled or (b) if an entity other than the Trustee holds the Bonds, deliver or cause to be delivered to the Trustee for cancellation Bonds not previously paid. The Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts:

(a) all fees, charges and expenses, including agent and counsel fees and expenses, of the City, the Trustee and the Paying Agent incurred under or arising from the Indenture, this Lease or the Performance Agreement, including but not limited to claims by contractors or subcontractors, as and when the same become due;

(b) all costs incident to the issuance of the Bonds (which are to be paid on the Closing Date) and the payment of the principal of and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

(c) all fees, charges and expenses incurred in connection with the enforcement of any rights under this Lease, the Indenture or the Performance Agreement by the City, the Trustee or the Owners, including counsel fees and expenses; and

(d) all other payments of whatever nature which the Company has agreed in writing to pay or assume under the provisions of this Lease, the Performance Agreement or the Indenture.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, 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 Project has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in anyway the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4** hereof, nor the right of the Company to terminate this Lease and repurchase the Project as provided in **Article XI** hereof.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay a portion of the Basic Rent provided for hereunder, subject to the limitations of **Section 301(a)** of the Indenture relating to the redemption of the Bonds. During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

Subject to **Section 301(a)** of the Indenture relating to the redemption of Bonds, the Company, at its option, may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term, the Company shall, at its own expense, keep the Project in reasonably safe operating condition and keep the Project in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new 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 utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company 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 tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City and the Trustee written notice of its intention to do so, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City and the Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against any payments in lieu of taxes due under the Performance Agreement to the extent of any *ad valorem* taxes imposed and paid by the Company with respect to the Project paid pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid by the Company and shall be contracted by the Company in the Company's own name, and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption. The City and the Company expect that while the Project is owned by the City and is subject to the Lease, the Project will be exempt from all *ad valorem* real property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties. The City and the Company further acknowledge and agree that the City's obligations hereunder are contingent upon the Company making the payments and otherwise complying with the terms of the Performance Agreement during the term of this Lease. The terms and conditions of the Performance Agreement (attached hereto as **Appendix I**) are incorporated herein as if fully set forth herein.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report. Before conveying title to any real property to the City, the Company will purchase, from a title insurance company reasonably acceptable to the City, a commitment for title insurance or provide such other report in a form reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City and the Trustee. The Trustee has no duty to review or analyze the sufficiency of such commitment or report and shall hold such documents solely as a repository.

Section 7.2. Casualty Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of not less than "A-" or the equivalent thereof as may be selected by the Company. The Company shall deliver certificates of insurance for such policies to the City and the Trustee on the date of execution of this Lease and upon renewal of each insurance policy. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the City and the Company as insureds, as their respective interests may appear, shall name the Trustee and Commercial Lending Bank as loss payees and shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Company the Trustee, and Commercial Lending Bank.

(b) In the event of loss or damage to the Project, the Net Proceeds of casualty insurance carried pursuant to this Section shall be (i) paid over to the Trustee (in trust for itself and Commercial Lending Bank) and shall be applied as provided in **Article IX** of this Lease, or (ii) if otherwise directed by, or on behalf of, the Owners or pledgees of 100% in principal amount of the Bonds Outstanding, as so directed. Insurance monies in an amount less than \$1,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein as provided in **Section 9.1(a)** hereof. For purposes of this paragraph, the Commercial Lending Bank shall be deemed a pledgee of the Bonds.

Section 7.3. Public Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term commercial general liability insurance (including but not limited to coverage for operations, contingent liability, operations of subcontractors, completed operations and contractual liability), under which the City, the Company, the Trustee, and Commercial Lending Bank shall be named as insureds, properly protecting and indemnifying the City, the Trustee, and Commercial Lending Bank in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri, as amended (subject to reasonable loss deductible clauses not to exceed the amounts normally or generally carried by the Company). The policies of said insurance shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Company, the Trustee, and Commercial Lending Bank. Certificates of such policies shall be furnished to the Trustee on the date of execution of this Lease and not less than 30 days before the expiration date of each insurance policy.

(b) In the event of a general liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Blanket Insurance Policies; Self Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. The Company may satisfy any of the insurance requirements set forth in this Article using self-insurance or insurance through a subsidiary or affiliate; so long as (i) the insurance is underwritten by a subsidiary or other affiliate of the Company with a separate net worth of at least \$150,000,000, or (ii) the Company funds such self-insurance by appropriate reserves in the amounts recommended by independent actuarial reports obtained not less than every three (3) years for the term of this Lease. The Company shall provide to the City and the Trustee copies of financial statements or similar evidence of net worth of such affiliate on the date hereof and every three (3) years, or, in the case of actuarial reports, on the date of delivery of this Lease and, thereafter, not less than 30 days after receipt of such reports.

Section 7.5. Worker's Compensation. The Company agrees until the Completion Date to maintain or cause to be maintained by the general contractor or other contractors performing work on the Project Site the worker's compensation coverage required by the laws of the State of Missouri. In the event improvements are undertaken subsequent to the Completion Date, the Company agrees to cause the contractors performing such work to maintain the worker's compensation coverage required by the laws of the State of Missouri. The Company agrees that it will maintain worker's compensation coverage, if any, required by the laws of the State of Missouri.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project.

(a) The Company may make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to this Section shall (i) be made in a good and workmanlike manner and in strict compliance with all laws, orders and ordinances applicable thereto and (ii) when commenced, be prosecuted to completion with due diligence.

(b) The Company shall, following the Completion Date, notify the City in writing of any improvements to the portion of the Project Site that in the aggregate are reasonably expected to exceed \$1,000,000 during any calendar year. If such improvements constitute personal property, any such improvements shall remain the property of the Company, shall not become part of the Project, and shall be subject to *ad valorem* taxes.

Section 8.2. [Reserved].

Section 8.3. Additional Improvements on the Project Site. The Company may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in strict compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all *ad valorem* taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the County Assessor determines that such additional buildings and improvements are not subject to *ad valorem* taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due under this Section.

Section 8.4. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. All such work shall be done in a good and workmanlike manner and in strict compliance with all applicable material building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII** hereof.

Section 8.5. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics' or other similar lien if the Company (1) within 60 days after the Company becomes aware of any such lien notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and fixtures which are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Company elects to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than \$1,000,000 may be paid to or retained by the Company (or by Commercial Lending Bank) to be held in trust and used as provided herein. Insurance monies in any amount of \$1,000,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** hereof to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) if determined by the Owners of 100% in principal amount of the Bonds Outstanding (which may include deposit with Commercial Lending Bank), applied as directed by, or on behalf of, such Owners of 100% in principal amount of the Bonds Outstanding. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of Commercial Lending Bank or any other leasehold mortgagee or Financing Party. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in accordance with the provisions of **Section 4.5** hereof. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site causing (in the Company's opinion) damage of more than \$1,000,000.

(f) If the Company determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or if the Company does not have the right under any Leasehold Mortgage to use any Net Proceeds for repair or restoration of the Project, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of the mortgagee under the Leasehold Mortgage (if any) and the Financing Party under the Financing Documents (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole owner of the Bonds and it has

determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance, and (subject to the rights of the mortgagee under the Leasehold Mortgage (if any) and the Financing Party under the Financing Documents (if any)) retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, the mortgagee under the Leasehold Mortgage (if any) and the Financing Party under the Financing Documents (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the said power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, provided that if the Company is the sole owner of the Bonds and it has determined that acquiring and constructing substitute improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the condemnation awards, and retain such proceeds for its own account, all subject to the rights of the mortgagee under the Leasehold Mortgage (if any) and Financing Party under the Financing Documents (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company and the Commercial Lending Bank.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) shall before the application thereof by the City or the Trustee be applied as directed by the Owners or pledgee(s) of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds and (b) the rights of the City to any amounts then due and payable under the Performance Agreement. For purposes of this paragraph, the Commercial Lending Bank shall be deemed a pledgee of the Bonds.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof; unless such loss is the result of the City's or the Trustee's gross negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)** hereof, the Company shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project before the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. Right of Access to the Project. The City may conduct such periodic inspections of the Project as may be generally provided in the City's municipal code. In addition, the Company agrees that the City and the Trustee and their duly authorized agents may, at reasonable times during normal business hours and, except in the event of emergencies, upon not less than two Business Days' prior notice, subject to the Company's usual business propriety, safety, confidentiality and security requirements, enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) to monitor the acquisition, construction and installation provided for in **Section 4.2** hereof as may be reasonably necessary, (c) to examine all files, records, books and other materials in the Company's possession pertaining to the acquisition, installation or maintenance of the Project, (d) upon either (i) the occurrence and continuance of an Event of Default or (ii) the Company's failure to purchase the Project at the end of the Lease Term, to exhibit the Project to prospective purchasers, lessees or trustees.

Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(c) and (d)**, if no Event of Default under this Lease has happened and is continuing, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1(b)** hereof), easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (ii) release or terminate existing subleases, easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, or (iii) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City, unless such third party has actual or constructive notice, expressly in writing, that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder. The City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(c) and (d)**, upon (i) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (ii) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Company may mortgage or grant a deed of trust against the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage or deed of trust, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof. The sale of the Company's leasehold estate at a foreclosure sale or trustee's sale under the Leasehold Mortgage or any assignment in lieu thereof shall not require the consent of the City, if (i) written notice of the proposed sale or assignment is provided to the City at least fifteen (15) days prior thereto, and (ii) before such sale or assignment, all payments then owing to the City under the Performance Agreement are paid.

(c) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith, the Company may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Company may, at any time and from time to time, with prior notice to but without the consent of the City (i) execute one or more Financing Documents upon the terms contained in this **Section 10.4** and (ii) sublease or assign this Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)** hereof.

(d) Upon notice by the Company to the City in writing that the Company has executed one or more Financing Documents under which it has granted rights in this Lease to a Financing Party, which includes the name and address of such Financing Party, then the following provisions shall apply in respect of each such Financing Party:

(1) there shall be no merger of this Lease or of the leasehold estate created hereby with the fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of such Financing Party;

(2) the City shall serve upon each such Financing Party at the address, if any, provided to the City, a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Financing Party, provided that the sole responsibility of the City with respect to such notices is to deliver notices to the Financing Parties at those addresses supplied to the City pursuant hereto;

(3) each Financing Party shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus thirty (30) days, and the City shall accept performance by such Financing Party as timely performance by the Company;

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of the Financing Parties under this **Section 10.4(d)** as to such other events of default. Without limiting the generality of the foregoing, the holder of the Leasehold Mortgage may cause the sale of the leasehold interest of the Company to be sold at foreclosure sale conducted in accordance with applicable law and the terms of the Leasehold Mortgage, to accept assignment of this Lease in lieu of foreclosure and to

appoint a receiver for the Project, all without obtaining the prior written consent of the City but subject to the provisions of **Section 10.4(b)**;

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such Event of Default shall continue beyond any period set forth in this Lease to effect said cure so long as the Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that the Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all reasonable out-of-pocket expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default;

(6) the Financing Parties (and their designees, nominees, assignees or transferees) may enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Financing Documents; and

(7) this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without prior written consent of such Financing Party.

(e) In connection with the execution of one or more Financing Documents, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(f) Notwithstanding the foregoing, the City may agree to other provisions and documents requested by the Company or any Financing Party not contemplated by this **Section 10.4**, subject to approval by the Authorized City Representative.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees from and against all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, by or on behalf of any Person, firm or corporation arising from the issuance of the Bonds and the execution of the Performance Agreement, this Lease or the Indenture and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under the Performance Agreement, this Lease or any related document, (c) any contract entered into in connection with the construction and improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) unless the Company has been released from liability pursuant to **Section 13.1(c)** hereof, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become

part of the Project, and (g) any violation of Section 107.170 of the Revised Statutes of Missouri, as amended; provided, however, the indemnification contained in this **Section 10.5** shall not extend to the City or Trustee to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are (i) the result of work being performed at the Project by employees or agents of the City, or (ii) the result of gross negligence or willful misconduct by the City, its employees or agents, or the Trustee. Upon written notice from the City or the Trustee of any such claims or demand, the Company shall defend them or either of them in any such action or proceeding; provided, that the City shall cooperate with the Company and provide reasonable assistance in such defense. All costs related to the defense of the City or the Trustee shall be paid by the Company. This **Section 10.5** shall survive any termination of the Performance Agreement and this Lease or the satisfaction and discharge of the Indenture.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, the Company may, without violating the agreement contained in this Section, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or may sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve or convert into a different type of legal entity, if the surviving, resulting or transferee Person expressly assumes in writing all the obligations of the Company contained in this Lease, and the surviving, resulting or transferee Person (other than Commercial Lending Bank or any other Financing Party) either (a) has a long-term-debt rating or is controlled by or under common control with an entity with a long-term debt rating in any of the top three long-term-debt rating categories by any nationally recognized rating service, (b) is controlled by, under common control with or controls the Company, or (c) is otherwise approved by the City Council.

Section 10.8. Security Interests. The City and the Company hereby authorize the Trustee to file all appropriate financing and continuation statements as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee under the Indenture. Upon the written instructions of the Owners or pledgees of 100% of the Bonds then Outstanding, the Trustee shall file all instruments the Owners deem necessary to be filed and shall continue or cause to be continued such instruments for so long as the Bonds are Outstanding. The City and the Company shall cooperate with the Trustee in this regard by providing such information as the Trustee may require to file or to renew such statements.

Section 10.9. Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters.

(a) As used in this Section, the following terms have the following meanings:

"Environmental Laws" means any now-existing or hereafter enacted or promulgated federal, state, local, or other law, statute, ordinance, order, rule, regulation or court order pertaining to (i) environmental protection, regulation, contamination or clean-up, (ii) toxic waste, (iii) underground storage tanks, (iv) asbestos or asbestos-containing materials, or (v) the handling, treatment, storage, use or

disposal of Hazardous Substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, all as amended from time to time.

“Hazardous Substances” means all (i) “hazardous substances” (as defined in 42 U.S.C. §9601(14)), (ii) “chemicals” subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time (iii) natural gas liquids, liquefied natural gas or synthetic gas, (iv) any petroleum, petroleum-based products or crude oil, or (v) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(b) The Company warrants and represents to the City and the Trustee that, to the knowledge of the Company, there are no conditions on the Project Site which materially violate any applicable Environmental Laws and no claims or demands have been asserted or made in writing by any third parties arising out of, relating to or in connection with any Hazardous Substances on, or allegedly on, the Project Site for any injuries suffered or incurred, or allegedly suffered or incurred, by reason of the foregoing.

(c) The Company will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards in material violation of Environmental Laws which are given by or on behalf of the Company to any federal, state or local or other agencies or authorities or which are received by the Company from any federal, state or local or other agencies or authorities with respect to the Project Site. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within ten days after they are made or received by the Company. The Company will provide to the City for review only, any environmental assessment (“Assessments”) and reports regarding the correction or remediation of material environmental issues required by Environmental Laws to be addressed in the Assessment (“Reports”) concerning the Project Site and the Project Improvements; upon the completion of the City’s review of the Assessments and the Reports, the City shall immediately return to the Company all originals and copies of the Assessments and Reports.

(d) The Company warrants and represents that it will provide the City and the Trustee with copies of all emergency and hazardous chemical inventory forms (hereinafter “Environmental Notices”) concerning Hazardous Substances on the Project Site sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §11001 *et seq.*, or any other applicable Environmental Laws. Such copies of Environmental Notices shall be sent to the City and the Trustee concurrently with their being mailed to any such governmental authority or agency.

(e) The Company will use its reasonable best efforts to comply with and operate and at all times use, keep and maintain the Project and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et. seq.*) in material conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Company will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Project or any part thereof nor cause, suffer, allow or permit anyone else to do so except in the ordinary course of the operation of the Company’s business and in material compliance with all applicable Environmental Laws.

(f) The Company agrees to indemnify, protect and hold harmless the City and the Trustee and their directors, officers, shareholders, officials or employees from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys’ fees, arising from (i) any

release (as defined in 42 U.S.C. § 9601 (22)), actual or alleged, of any Hazardous Substances, upon the Project or respecting any products or materials previously, now or thereafter located upon the Project, regardless of whether such release or alleged release has occurred before the date hereof or hereafter occurs and regardless of whether such release or alleged release occurs as a result of any act, omission, negligence or misconduct of the Company or any third party or otherwise (except to the extent such release occurs as a result of any negligent omission or misconduct of the City), (ii) (A) any violation now existing or hereafter arising (actual or alleged) of, or any other liability under or in connection with, any applicable Environmental Laws relating to or affecting the Project, or (B) any violation now existing or hereafter arising, or any other liability, under or in connection with, any applicable Environmental Laws relating to any products or materials previously, now or hereafter located upon the Project, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the Company or any third party or otherwise (except to the extent such release occurs as a result of any act, negligent omission or misconduct of the City), (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any Hazardous Substances on or allegedly on the Project Site, or (iv) any material breach, falsity or failure of any of the representations, warranties, covenants and agreements contained in this Section; provided, however, that the Company's obligations under this **Section 10.9(f)** shall not apply to the extent such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of (A) work being performed at the Project by employees or agents of the City or activity that occurred prior to the effective date of this Lease, (B) gross negligence or willful misconduct by the City, its employees or agents or the Trustee, or (C) breach of this Lease, the Performance Agreement or the Bond Purchase Agreement by the City. The City shall cooperate with the Company in the defense of any matters included within the foregoing indemnity without any obligation to expend money. This **Section 10.9(f)** shall survive any termination of this Lease.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. Provided that (i) there is no Event of Default hereunder or under the Performance Agreement, and (ii) no facts or circumstances exist which, with the passage of time and/or the giving of notice would give rise to an Event of Default hereunder or under the Performance Agreement, the Company shall have, and is hereby granted, the option to purchase all or any portion of the Project, upon payment in full or redemption of the Outstanding Bonds to be redeemed or provision for their payment or redemption having been made pursuant to **Article XIII** of the Indenture. To exercise such option, the Company shall give written notice to the City and to the Trustee, and shall specify therein the requested date of closing of such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and, in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

- (a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all or a portion of the then-Outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's and the Paying Agent's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to the City's reasonable charges and expenses incurred in connection with the Company exercising its option to purchase all or a portion of the Project; plus

(d) an amount of money equal to all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus

(e) the sum of \$1,000.00.

At its option, to be exercised at least 5 days before the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

(a) a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) documents, including without limitation a special warranty deed as to the Project Site, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject as of the date of this Lease; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreement on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The option to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture; provided that such option will not result in nonfulfillment of any condition to the exercise of such option (including the payment of all amounts specified in **Section 11.1** hereof) and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. Provided that there is no Event of Default hereunder or under the Performance Agreement, that no facts or circumstances exist which, with the passage of time and/or the giving of notice would give rise to an Event of Default hereunder or under the Performance Agreement, and all other conditions set forth herein have been satisfied, the Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of the following: (a) full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payment due under the Performance

Agreement. The amount of the purchase price under this Section shall be an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee. Notwithstanding the foregoing, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” under this Lease:

(a) default in the due and punctual payment of Basic Rent or Additional Rent within 10 days after written notice thereof from the City to the Company; or

(b) default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company’s part to be observed or performed, and such default continues for 60 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as is reasonably required to cure such default, provided that (i) the Company has commenced such cure within said 60-day period, and (ii) the Company diligently prosecutes such cure to completion); or

(c) the Company: (i) admits in writing its inability to pay its debts as they become due; or (ii) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (iii) makes an assignment for the benefit of creditors; or (iv) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company’s consent or acquiescence, vacated or set aside; or (v) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (vii) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) The occurrence and continuance of an Event of Default by the Company under the Performance Agreement, as defined in **Section 6.1** thereof.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions, in addition to the remedies provided in **Section 12.5** hereof:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture; or

(b) give the Company written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the Outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1** hereof, the Company's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the City may re-enter and take possession of the Project. Notwithstanding the foregoing, the City agrees that the Company shall not be in default under this Lease unless written notice specifying such default is given to each mortgagee under a Leasehold Mortgage, if any, and each Financing Party under the Financing Documents (if any) identified to the City by the Company (collectively, the "Additional Notice Parties"). The City agrees that each of the Additional Notice Parties shall have the right to cure or commence to cure such default on behalf of the Company within 30 days after the receipt of such notice, plus all additional rights benefitting a mortgagee under a Leasehold Mortgage or a Financing Party under **Section 10.4** or elsewhere in this Lease.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Company shall continue to pay the Basic Rent and Additional Rent (to the extent the Bonds remain Outstanding) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that upon the payment of all Basic Rent and Additional Rent required under **Article V** hereof, and upon the satisfaction and discharge of the Indenture under **Section 1301** thereof, and upon the Company's exercise of the purchase option contained in **Article XI** hereof, the Company's obligation under this Lease shall thereupon cease and terminate in full, except that obligations with respect to compensation and indemnification of the City and the Trustee shall not so terminate.

Section 12.4. Performance of the Company's Obligations by the City. Upon an Event of Default, the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 60 days after written notice of such failure is given the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorney's fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Company hereunder are in addition to those otherwise provided by law and shall be

construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Notwithstanding anything in this Section 12.5 or elsewhere in the Lease to the contrary, however, the Company's option to purchase the Project provided in Article XI hereof shall not be terminated upon an Event of Default unless and until this Lease is terminated to the extent permitted pursuant to **Section 12.2(b)** hereof.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving City's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults of the Company which were in existence at the time such payment or payments were accepted by the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign, transfer, encumber or dispose of this Lease or any interest herein or part hereof for any lawful purpose under the Act. Except as otherwise provided in this Section, the Company must obtain the City's prior written consent by the City Council to any such disposition, unless such disposition is to an entity controlled by or under common control with or controlling the Company.

(b) With respect to any assignment, the Company shall comply with the following conditions:

- (i) The Company shall notify the City of the assignment in writing;
- (ii) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;
- (iii) Such assignment shall include the entire then unexpired term of this Lease; and
- (iv) A duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee and in proper form for recording, by which the

assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(c) Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease, the Performance Agreement and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease, the Performance Agreement and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease, the Performance Agreement or any agreement related to the issuance of the Bonds.

(d) The Company shall have the right to sublet all or any part of the Project to a single entity for any lawful purpose under the Act. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. Any sublease may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act.

(e) The terms of this **Section 13.1** shall not apply to a Leasehold Mortgage, if any, and each Financing Party under the Financing Documents (if any).

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment. The City and the Company recognize that the Trustee is a third party creditor-beneficiary of this Lease.

Section 13.3. Prohibition Against Fee Mortgage of Project. The City shall not mortgage its fee interest in the Project, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During the Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture and except to enforce its rights under **Section 12.2(b)** hereof, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein, except that the City may sublease any portion of the Project subleased to it by the Company or an entity related to the Company.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and before the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture, which consent, however, shall not be unreasonably withheld, and the written consent of all of the Bondowners and the written consent of any mortgagee under any Leasehold Mortgage (if any) and Financing Party under the Financing Documents (if any).

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be governed by **Section 1403** of the Indenture.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily condition, withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company (subject to the rights of any mortgagee under a Leasehold Mortgage and any other Financing Party under the Financing Documents).

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies,

facsimiles, electronic files and other reproductions of original executed documents shall 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.

Section 15.9. Execution in Counterparts. This Lease may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.10 Complete Agreement. THE COMPANY AND THE CITY UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE COMPANY AND THE CITY FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE COMPANY AND THE CITY REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS LEASE AND IN THE PERFORMANCE AGREEMENT, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE COMPANY AND THE CITY, EXCEPT AS THE COMPANY AND THE CITY MAY LATER AGREE IN WRITING TO MODIFY THIS LEASE AND THE PERFORMANCE AGREEMENT.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF GLADSTONE, MISSOURI

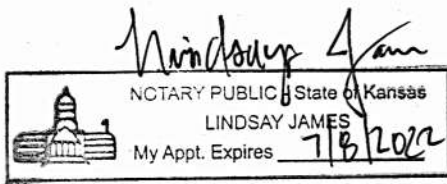


[SEAL]

ATTEST:

By: Scott Wingerson
Name: Scott Wingerson
Title: City Manager

By: Ruth Bocchino
Name: Ruth Bocchino
Title: City Clerk



STKC PROPERTIES LLC,
a Missouri limited liability company

By: 
Name: Juan Tobon
Title: Manager

EXHIBIT A

PROJECT SITE

The real property located at 18 NW 72nd Street in Gladstone, Missouri, as more specifically described below:

All that part of Tract 1 as shown on the Plat of Hamilton Heights, a subdivision in the city of Gladstone, Clay County, Missouri, described as follows:

Beginning at the Southeast corner of said Tract 1; thence North 0 degrees 35 minutes 15 seconds East in the East line of said Tract 305.0 feet to the Northeast corner thereof; thence West in the North line of said Tract 350.0 feet; thence South 0 degrees 35 minutes 15 seconds West and parallel to the East line of said Tract 305.0 feet to the South line thereto; thence East 350.0 feet to the point of beginning except the South 10.0 feet to the City of Gladstone, Missouri, except that part lying within 72nd Street.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of all improvements made to the Project Site and paid for with Bond proceeds.

The Project Improvements include:

- Demolition of all risky surfaces: broken windows, damaged subfloors, broken pipes, damaged wires, mildew like substances, dead trees
- Trash removal and preparation for new material
- New drain lines
- New water lines
- New heating and cooling equipment
- Repair subfloors
- New roofing
- New side shingles
- New balconies
- Adding stucco to improve look and feel of the community
- New windows
- New lighting system on parking and perimeter
- Complete new finishes, including flooring, walls, cabinets, tile, faucets, doors, trim, granite, appliances, water heaters, tubs, among many additional interior improvements
- Repair the pool, paint and bring to code
- New pool area, including deck, pergola and safety fence around
- Barbecue area
- Playground for kids
- New office
- Public bathrooms
- Amenities, including fitness room
- New garage doors and remote operated openers to improve safety of indoor parking
- Video surveillance system, including cameras around parking lots, amenities and pool
- Landscaping
- Improvement on other hazardous conditions such as concrete repairs, retaining walls, and other preventative work

EXHIBIT C

[RESERVED]

EXHIBIT D

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: SECURITY BANK OF KANSAS CITY, AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF MARCH 1, 2019, BETWEEN THE CITY OF GLADSTONE, MISSOURI, AND THE TRUSTEE, AND LEASE AGREEMENT DATED AS OF MARCH 1, 2019, BETWEEN THE CITY OF GLADSTONE, MISSOURI, AND STKC PROPERTIES LLC

The undersigned hereby requests that a total of \$_____ be paid for Project Costs (as defined in said Lease) in such amounts, to such payees and for such purposes as set forth on **Schedule 1** attached hereto.

We hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the acquisition, installation and equipping of the Project, have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Company for the assets listed on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund; (ii) as of this date, except for the amounts referred to above, there are no, to the best of our knowledge, outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the acquisition, installation and equipping of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof; and (iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any moneys from the Project Fund in any previous or pending application for payment made pursuant to said Lease.

STKC PROPERTIES LLC

By: _____
Name: _____
Title: _____

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
--------------------------	--------------------	---------------

APPENDIX I

Form of Performance Agreement

See Document No. 4

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	MEMORANDUM OF LEASE AGREEMENT
DATE OF DOCUMENT:	As of March 1, 2019
GRANTOR:	CITY OF GLADSTONE, MISSOURI
GRANTOR'S MAILING ADDRESS:	7010 North Holmes Gladstone, Missouri 64118 Attn: City Manager
GRANTEE:	STKC PROPERTIES LLC
GRANTEE'S MAILING ADDRESS:	11709 Roe Ave., Suite D#166 Leawood, Kansas 66211 Attn: Juan Tobon
RETURN DOCUMENTS TO:	Richard C. McConnell Armstrong Teasdale LLP 2345 Grand Blvd, Suite 1500 Kansas City, Missouri 64108
LEGAL DESCRIPTION:	See Exhibit A attached hereto and incorporated herein

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT, gives notice of, ratifies and confirms the Lease Agreement dated as of March 1, 2019 (the “Lease”), between the **CITY OF GLADSTONE, MISSOURI**, a third-class city and municipal corporation organized and existing under the laws of the State of Missouri (the “City”), as lessor, and **STKC PROPERTIES LLC**, a Missouri limited liability company (the “Company”), as lessee.

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend, equip and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, office industry, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City approved Ordinance No. 4266 (the “Ordinance”) on March 25, 2019, which was passed on March 28, 2019 by the Mayor’s execution, approving a plan for industrial development for the benefit of the Company, and authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019, in a maximum principal amount of \$4,070,000 (the “Bonds”), for the purpose of paying the costs of a portion of the Project (defined below) consisting of the complete renovation of the apartment complex to be known as the “Royal Park Apartment Homes,” including both structural and non-structural improvements, new water lines, new roofing and balconies, and other significant improvements (the “Project”), located at 18 NW 72nd Street, Gladstone, Missouri (the “Project Site,” as more fully described on **Exhibit A** hereto) within the boundaries of the City.

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture dated as of March 1, 2019 (the “Indenture”) with Security Bank of Kansas City, Gladstone, Missouri, as Trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into the Lease with the Company under which the City will acquire the Project and the City, as lessor, will or will cause the Company to purchase and install the Project, and will lease the Project as it may at any time exist, to the Company, as lessee, in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

4. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions set forth in the Lease.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements contained in the Lease, the City and the Company do represent, covenant and agree as follows:

1. **Granting of Leasehold Estate.** The City exclusively rents, leases and lets the Project to the Company, and the Company rents, leases and hires the Project from the City, subject to Permitted

Encumbrances existing as of the date of the execution and delivery of the Lease, for the rentals and upon and subject to the terms and conditions contained in the Lease.

2. Lease Term. The Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of the Lease, the lease of the Project shall terminate on December 1, 2034.

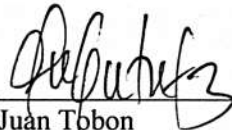
3. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during the Lease Term, on or before 11:00 a.m., Trustee's local time, on each Payment Date, as Basic Rent for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal on the Bonds and the interest thereon on such Payment Date, shall be equal to the amount payable on such Payment Date as principal of the Bonds and the interest thereon as provided in the Indenture.

4. Definition of Terms. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Indenture and the Lease.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed in their respective corporate names to be attested by their duly authorized officers, all as of the date first above written.

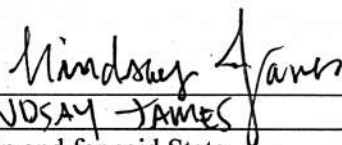
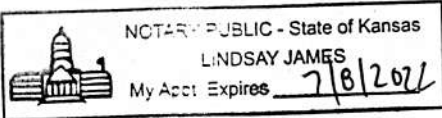
STKC PROPERTIES LLC

By: 
Name: Juan Tobon
Title: Manager

STATE OF Kansas)
COUNTY OF Johnson) SS.

On this 21st day of March, 2019, before me, the undersigned, a Notary Public in and for said State, appeared Juan Tobon, to me personally known, who, being by me duly sworn, did say that (s)he is the Manager of **STKC Properties LLC**, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company 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 limited liability company.

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


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

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX



CITY OF GLADSTONE, MISSOURI

By: Scott Wingerson
Name: Scott Wingerson
Title: City Manager

[SEAL]

ATTEST:

By: Ruth Bocchino
Ruth Bocchino, City Clerk

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this 26 day of March, 2019, before me, the undersigned, a Notary Public in and for said State, 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**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by authority of its City Council, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

Rebecca Jarrett
Name: Rebecca Jarrett
Notary Public in and for said State

My Commission Expires:

REBECCA JARRETT
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: November 11, 2022
Commission #14392947

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

[Memorandum of Lease Agreement]

EXHIBIT A
PROJECT SITE

All that part of Tract 1 as shown on the Plat of Hamilton Heights, a subdivision in the city of Gladstone, Clay County, Missouri, described as follows:

Beginning at the Southeast corner of said Tract 1; thence North 0 degrees 35 minutes 15 seconds East in the East line of said Tract 305.0 feet to the Northeast corner thereof; thence West in the North line of said Tract 350.0 feet; thence South 0 degrees 35 minutes 15 seconds West and parallel to the East line of said Tract 305.0 feet to the South line thereto; thence East 350.0 feet to the point of beginning except the South 10.0 feet to the City of Gladstone, Missouri, except that part lying within 72nd Street.

\$4,070,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF GLADSTONE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(ROYAL PARK APARTMENT HOMES PROJECT)
SERIES 2019

DATED AS OF MARCH 28, 2019

BOND PURCHASE AGREEMENT

City of Gladstone, Missouri
Gladstone, Missouri

Ladies and Gentlemen:

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, STKC Properties LLC, a Missouri limited liability company (the “Purchaser”), offers to purchase from the City of Gladstone, Missouri (the “City”), the above-referenced series of Taxable Industrial Development Revenue Bonds (the “Bonds”), to be issued by the City under and pursuant to Ordinance No. 4266 approved by the governing body of the City on March 25, 2019 (the “Ordinance”) and passed by the Mayor on March 28, 2019, and a Trust Indenture dated as of March 1, 2019 (the “Indenture”), by and between the City and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the “Trustee”). *Capitalized terms not otherwise defined herein shall have the meanings set forth in Section 101 of the Indenture.*

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City’s acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a third class city and political subdivision duly organized and validly existing under the laws of the State of Missouri. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended, to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease, the Performance Agreement and any and all other agreements relating thereto. The proceeds of the Bonds shall be used to finance the Project for STKC Properties LLC, a Missouri corporation (the “Company”), and to pay for the costs incurred in connection with the issuance of the Bonds;

(2) There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds or the constitutionality or validity of the obligations represented by the

Bonds or the validity of the Bonds, the Ordinance, the Lease, the Indenture or the Performance Agreement; and

(3) Any certificate signed by an authorized representative of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to such party as to the statements made therein.

(b) The Purchaser represents as follows:

(1) *Organization.* The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri;

(2) *No Conflict or Breach.* The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound;

(3) *Documents Legal, Valid and Binding.* When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies; and

(4) *Purchaser's Certificates.* Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to such party as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined) for the Bonds, which amount shall be deposited in the Project Fund as provided in the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs as provided in the Lease. From time to time after the Closing Date as additional Project Costs are incurred, the Purchaser may make additional payments with respect to the Bonds ("Additional Payments") to the Trustee, which Additional Payments shall be deposited in the Project Fund and applied to the payment of Project Costs or as provided in the Indenture and the Lease; provided that the sum of the Closing Price and all such Additional Payments for the Bonds shall not, in the aggregate, exceed \$4,070,000.

As used herein, the term "Closing Date" shall mean March 28, 2019, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean, with respect to the Bonds, that certain amount specified in writing by the Purchaser and agreed to by the City as the amount required to fund the initial disbursement from the Project Fund on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance and in the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of \$4,070,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the official bond registration records of the Trustee and further provided that interest shall be payable on the Bonds only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

The Company agrees to indemnify and hold harmless the City, the Trustee, and any member, officer, official or employee of the City or of the Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended (collectively, the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever to the extent caused by any violation by the Company of, or failure by the Company to comply with, any federal or state securities laws in connection with the Bonds.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations hereunder shall be subject to the due performance by the City of the City's obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the City's representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the Indenture, the Performance Agreement, this Bond Purchase Agreement and the Lease and any other instrument contemplated thereby and such documents shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser;

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act

shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof;

(c) The Company shall execute a certificate, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Company or its affiliates or, to the knowledge of the Company, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Company, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Company, threatened against the Company that could reasonably be expected to adversely affect its ability to perform its obligations hereunder, (iii) the representations and warranties of the Company herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (iv) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds; and

(d) Receipt by the Purchaser and the Company of an approving opinion from Armstrong Teasdale LLP in form and substance satisfactory to the Purchaser and the Company.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Bonds by notifying the City in writing of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Armstrong Teasdale LLP, Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds in form and substance satisfactory to the Purchaser.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. PAYMENT OF EXPENSES

The Company shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds. To the best of the City's knowledge and belief, the only expenses payable by the Company in connection with the issuance of the Bonds are the following: (1) the legal fees of Armstrong Teasdale LLP in the amount of \$15,000.00 plus reimbursement for out-of-pocket costs and expenses (including reimbursement for the payment of \$4,350.00 to Development Dynamics for the costs of preparing the cost benefit analysis), (2) publication costs and filing fees in the amount of \$-0-, (3) the Trustee's initial acceptance fee and first year's administrative fee totaling \$3,000.00, and (4) the legal fees of counsel to the Company in the amount of \$7,500.00.

SECTION 8. NOTICE

Any notice or other communication to be given to the City under this Agreement may be given by mailing or delivering the same in writing to the City of Gladstone, Missouri, 7010 North Holmes, Gladstone, Missouri 64118, Attention: City Manager; any notice or other communication to be given to the Purchaser or the Company under this Agreement may be given by delivering the same in writing to the following:

To STKC Properties LLC:
11709 Roe Ave., Suite D#166
Leawood, Kansas 66211
Attn: Juan Tobon

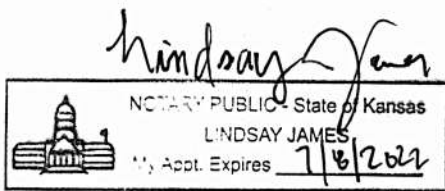
SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser with the written consent of the City.

SECTION 10. EXECUTION OF COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

[Remainder of this page intentionally left blank]



Date of Execution:

March 28, 2019

Very truly yours,

STKC PROPERTIES LLC,
as Purchaser

By: 
Name: _____
Title: _____

Accepted and Agreed to this 28th day of March, 2019.

CITY OF GLADSTONE, MISSOURI



[SEAL]

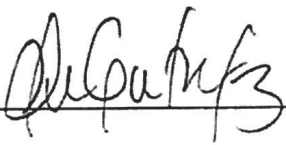
ATTEST:

By: Scott Wingerson
Name: Scott Wingerson
Title: City Manager

By: Ruth Bocchino
Name: Ruth Bocchino
Title: City Clerk

Accepted and Agreed to this 28th day of March, 2019.

STKC PROPERTIES LLC, as Company

By: 
Name: _____
Title: _____

CERTIFICATE AS TO CLOSING PRICE

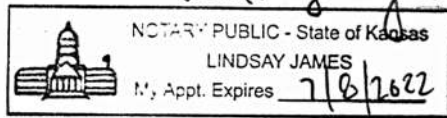
relating to


**CITY OF GLADSTONE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(ROYAL PARK APARTMENT HOMES PROJECT)
SERIES 2019**

Pursuant to **Section 2** of the Bond Purchase Agreement dated as of March 1, 2019, between the City of Gladstone, Missouri and STKC Properties LLC (the "Purchaser"), the Purchaser hereby certifies that the Closing Price with respect to the above-referenced bonds is \$4,070,000.

Dated: March 21, 2019

STKC PROPERTIES LLC



By: 
Name: Juan Tobon
Title: Manager

The Closing Price set forth above is hereby agreed to on the date first above written.

CITY OF GLADSTONE, MISSOURI

By: 
Title: City Manager

PERFORMANCE AGREEMENT

Dated as of March 1, 2019

BETWEEN

CITY OF GLADSTONE, MISSOURI

AND

STKC PROPERTIES LLC

Prepared By:

**Armstrong Teasdale LLP
Kansas City, Missouri**

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of March 1, 2019, as from time to time amended and supplemented in accordance with the provisions hereof (this “Agreement”), is between the **CITY OF GLADSTONE, MISSOURI**, a third class city and political subdivision duly organized and existing under the laws of the State of Missouri (the “City”), and **STKC PROPERTIES LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the “Company”).

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “**Act**”), to purchase, construct, extend and improve certain projects (as defined in Section 100.010 of the Revised Statutes of Missouri, as amended) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Following notice to affected taxing jurisdictions in accordance with Section 100.059.1 of the Act, the City Council adopted Ordinance No. 4266 on March 25, 2019 (the “**Ordinance**”), (i) approving a plan for the Company’s economic development project, and (ii) authorizing the issuance of not to exceed \$4,070,000 principal amount of Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019, to pay the costs of a portion of the Project consisting of complete renovation of the apartment complex to be known as the “Royal Park Apartment Homes,” including both structural and non-structural improvements, new water lines, new roofing and balconies, and other significant improvements (collectively, the “**Project Improvements**,” as more fully described on Exhibit B to the Indenture), located on certain real property in the City (the “**Project Site**,” as more fully described on **Exhibit A** hereto).

3. Pursuant to the Ordinance the City is authorized to execute and deliver (a) a Trust Indenture of even date herewith (the “**Indenture**”), between the City and Security Bank of Kansas City, Gladstone, Missouri, as trustee (the “**Trustee**”), for the purpose of issuing and securing the City’s Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019 in the maximum principal amount of \$4,070,000 (the “**Bonds**”), (b) a Lease Agreement of even date herewith (the “**Lease**”) with the Company, as lessee, under which the City, as lessor, will purchase, construct, improve and equip the Project and will lease the Project to the Company, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds, and (c) this Agreement for the purpose of setting forth the terms and conditions of the Project’s exemption from *ad valorem* real and personal property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

4. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company’s desire to purchase, construct, improve and equip the Project upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the words and terms defined in the Recitals, the following words and terms as used herein shall have the following meanings:

“Agreement” means this Performance Agreement dated as of March 1, 2019, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“Base PILOT” means the amount set forth in Exhibit B.

“Commercial Facility” means a facility comprised of rentable space operated for profit by the Company in accordance with this Agreement.

“Event of Default” means any Event of Default as provided in **Section 6.1** hereof.

“Existing Real Property” means the Project Site and the improvements existing thereon at the date of this Agreement.

“Force Majeure” means an event that is beyond the control of the Company and is of the kind and/or nature of a riot, war, act of enemies (including terrorism within the continental United States), national emergency, fire, flood, act of God, severe weather conditions, material shortage or strike that renders it substantially impossible for the Company to operate the Project.

“Indenture” means the Trust Indenture dated as of March 1, 2019, between the City and Security Bank of Kansas City, Gladstone, Missouri, as Trustee, relating to the issuance of the Bonds, as amended or supplemented from time to time.

“Leased Property” means, collectively, the Existing Real Property and the Project.

“PILOT Payments” or **“PILOTS”** means the payments in lieu of taxes provided for in **Article III** hereof, but does not include the Base PILOT.

“Project” means, collectively, (i) the Project Improvements to be constructed on the Project Site, excluding the Existing Real Property, and (ii) all additions, modifications, improvements, replacements and substitutions made to the Project pursuant to the Lease as they may at any time exist, the costs of which will be paid in whole or in part, or for which the Company will be reimbursed in whole or in part, from the proceeds of the sale of the Bonds.

“Project Costs” means all costs of purchasing, constructing, improving and installing the Project.

“Project Improvements” shall have the same meaning as provided in **Exhibit B** to the Indenture.

“Project Site” means all of the real estate described in **Exhibit A** attached hereto and by this reference made a part hereof.

ARTICLE II

REPRESENTATIONS

Section 2.1. City's Representations. The City hereby represents that the Project will significantly benefit the City of Gladstone and the State of Missouri by (i) stimulating economic development in the City and the State through the creation and retention of permanent jobs; and (ii) increasing local and state tax revenues.

Section 2.2. Company's Representations. The Company hereby represents that the Project will significantly benefit the City of Gladstone and the State of Missouri by (i) stimulating economic development in the City and the State through the improvement of housing in the City; and (ii) increasing local and state tax revenues.

ARTICLE III

PROPERTY TAX EXEMPTION; BASE PILOT AND PILOT PAYMENTS

Section 3.1. Property Tax Exemption. So long as the City owns title to the Leased Property, the City expects that the Leased Property will be exempt from ad valorem taxes on real and personal property. The first year of the exemption period shall begin on January 1, 2020 (with the exception of the payment of the required Base PILOT for 2019 as discussed below). Notwithstanding any other provision of this Agreement to the contrary, the last year of such exemption period shall be 2034. The Company covenants and agrees that, during each year the Leased Property is exempt from ad valorem taxes by reason of the City owning title, the Company will (i) pay the Base PILOT, and (ii) make additional annual payments in lieu of taxes to the City (each such payment, a "**PILOT Payment**") as described in this **Article III**. The City and the Company hereby agree that the tax abatement provided by this Agreement shall only apply to the Existing Real Property and the property financed with the proceeds of the Bonds (i.e., property constituting a part of the Project) and shall not apply to property not financed with proceeds of the Bonds.

Section 3.2. Payments in Lieu of Taxes. The Company covenants and agrees to (i) pay the Base PILOT on or before each December 31, commencing December 31, 2019, in the amounts, and in the years, set forth in **Exhibit B** attached hereto, and (ii) make additional PILOT Payments to the City on or before each December 31, commencing December 31, 2020, as may be required in this **Article III**. Because the Project Site is being transferred to the City in 2019, the Base PILOT for 2019 is only due to the extent the taxes for 2019 have not already been paid.

Section 3.3. Termination for Failure to Complete Project Improvements or Operate the Project as a Commercial Facility. If the Company fails to (i) complete the Project Improvements by December 31, 2019, or (b) operate the Project as a Commercial Facility in a manner consistent with industry standards, then in addition to any other remedies that may be available to the City under the Lease or hereunder, the amount of PILOTS set forth in **Section 3.2** shall be increased to an amount that, when combined with the Base PILOT, equals 100% of the ad valorem real and personal property taxes that would otherwise have been due on the Project (as set forth in the Plan for an Industrial Development Project and Cost Benefit Analysis prepared for the Project and approved by the City) during each year following such failure, including the year in which the failure occurs, and during which the Project is exempt from ad valorem real and personal property taxes as provided herein.

Section 3.4. Distribution of Base PILOT and other PILOTS. Within 30 days of the date of receipt of the Base PILOT and each PILOT Payment, the City or designated billing/collection agent shall distribute the Base PILOT and each PILOT Payment among the taxing jurisdictions in accordance with the Act. However, upon a termination under **Section 3.3**, the City or its designated billing/collection agent shall distribute each Base PILOT and PILOT Payment among the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant to this Agreement.

Section 3.5. Obligation of City to Effect Tax Abatement. The City agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 3.1** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of Clay County, Missouri or any other governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of ad valorem taxes on the Leased Property. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Leased Property.

Section 3.6. Administration Costs. Under Section 100.050 of the Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the plan including costs associated with this Agreement, in an amount of no greater than \$1,000 per year. The City will provide a statement for such costs to the Company not later than November 15th of each year and the Company will reimburse the City for its costs on or before December 31 of each year continuing until December 31 of the year in which this Agreement expires or is terminated.

Section 3.7. Other Property Taxes In Connection with the Leased Property. The real and personal property tax exemption provided by the City's ownership of the Leased Property is expected to apply to all interests in the Leased Property during the period it is owned by the City. If any ad valorem property taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Leased Property during the period the City owns the Leased Property (including, without limitation, any ad valorem taxes levied against the Company's rights in the Lease), the amount of ad valorem tax payments related to such levy or levies which are paid by the Company and received by the City and other taxing jurisdictions shall be credited against and reduce on a *pro rata* basis the amount of the Base PILOT and PILOT Payments the Company is obligated to pay pursuant to this Agreement. The Company shall be responsible for any taxes related to any interest in the Leased Property which the Company owns in its own name or granted to the Company other than pursuant to the Lease.

Section 3.8. Sales Tax Exemption. The City shall issue the Company a sales tax exemption certificate for the purpose of providing sales tax exemption on materials used in the construction of the Project Improvements. It is the City and the Company's expectation that the purchase of any and all such materials shall be exempt from taxation pursuant to Article III, Section 39(10) of the Missouri Constitution and Section 144.062, RSMo. The Company shall account for all purchases for which the sales tax exemption is used and shall provide such accounting to the City at least quarterly. The Company shall reimburse the City and/or the other recipients of sales tax if it is determined that such exemption was improperly used or that the City did not have the legal authority to issue such certificate for such purposes.

Section 3.9. Credits for Certain Tax Payments. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit

hereunder to such extent it has made any payment for ad valorem property taxes on the Leased Property to Clay County, Missouri.

Section 3.10. Company's Right To Protest Taxes. Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action.

Section 3.11. Cessation of Operations at the Project Site. If for any reason the Company ceases operations of the Project during the term of this Agreement, the amount of PILOTS due hereunder shall be increased to an amount that, when combined with the Base PILOT, equals 100% of the ad valorem real and personal property taxes that would otherwise have been due on the Leased Property for each year following such cessation of operations including the year of cessation of operations (as set forth in the Plan for an Industrial Development Project and Cost Benefit Analysis prepared for the Project and approved by the City). "Ceases operations" or "cessation of operations" for the purpose of this paragraph means the Company completely vacates, abandons and permanently ceases operations and fails to occupy a portion of the Project Site for a period of 90 consecutive days during the term of this Agreement.

Notwithstanding the foregoing, the Company shall not be deemed to have abandoned, vacated or ceased operations at the Project Site if (i) the abandonment, vacation or cessation of operations is the result of a Force Majeure and (ii) the Company shall have taken substantial steps to repair, restore or rebuild the Leased Property or otherwise resolve the effect of the Force Majeure within 180 days after the occurrence thereof (and provide written evidence of such substantial steps to the City as may reasonably be requested).

Section 3.12. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Leased Property. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Leased Property if such Leased Property was not owned by the City.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS

Section 4.1. Inspection. The Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Leased Property and the records of the Company which demonstrate compliance with this Agreement.

Section 4.2. Compliance with Laws. The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

Section 4.3. Purchase, Construction, Improvement, Installation and Operation. The Project will be purchased, constructed, improved, installed and operated in a manner that is consistent with the description of the Project herein and in the Lease. In the event the Project purchased,

constructed, improved and installed is materially inconsistent with the description of the Project contained herein and in the presentation to the City Council of the City, the City reserves the right to declare an Event of Default in accordance with **Section 6.1** hereof.

Section 4.4. Representations and Warranties.

(a) The Company represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri;

(2) The Company has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(3) The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary corporate action, and does not violate the articles of incorporation, operating agreement, bylaws or any other organizational document of the Company, as the same may be amended and supplemented, or to the best of the Company's knowledge, any applicable provision of law, nor does it constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound;

(4) To the best of the Company's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Company that would impair its ability to perform under this Agreement; and

(5) The Company has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project.

(b) The City represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The City is a third class city and political subdivision duly organized and validly existing under the laws of the State of Missouri;

(2) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary City actions;

(3) The City has the right, power and authority to enter into, execute, deliver and perform this Agreement; and

(4) To the best of the City's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the City that would impair its ability to perform under this Agreement.

Section 4.5. Survival of Covenants. All warranties, representations, covenants and agreements of the Company and the City contained herein shall survive termination of this Agreement for any reason.

Section 4.6. Indemnification. The Company shall indemnify and defend the City to insure that the City and the Trustee are held harmless from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Leased Property during the term of the Lease, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the term of the Lease from any event described in **Section 10.5** of the Lease to the extent and subject to the limitations provided therein. The Company hereby grants such warranties regarding environmental matters as set forth in **Section 10.9** of the Lease. This section shall not apply to the negligence or willful misconduct of the City or its officers, employees or agents.

Section 4.7. Costs of Issuance of the Bonds. The Company agrees to pay on the date of the initial issuance of the Bonds, all costs of issuance incurred in connection therewith.

ARTICLE V

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred (other than to an affiliate of the Company), assigned, pledged or in any other manner hypothecated without the express written consent of the City, except that the Company shall have the right to assign or transfer its interest hereunder, including the benefits hereunder, in connection with any assignment or transfer of its interest in the Leased Property that is permitted pursuant to the Lease; but nothing herein shall preclude the Company from assigning or pledging its interest in the Leased Property so long as the Company continues to occupy the Leased Property and otherwise remains responsible for its undertakings herein.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) the Company fails to make the Base PILOT or any PILOT Payments when due or as required to be paid hereunder within 10 days after written notice and demand by the City;

(b) the Company shall fail to perform any of its obligations hereunder for a period of 60 days (or such longer period as the City and the Company may agree in writing) following written notice to the Company from the City of such failure (which notice shall include a specific description of the Company's failure hereunder); provided, that if such failure is not subject to cure within such 60 days (or such longer period as the City and the Company may agree in writing), no Event of Default shall be deemed to occur unless Company shall have failed to initiate action to cure such default and fails to pursue such action diligently;

(c) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 30 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied; provided, that if such matter is not subject to cure within such 30 days (or such longer period as the City and Company agree in writing) after such notice, no Event of Default shall be deemed to occur unless the Company fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently; or

(d) the Company fails to operate the Project as a Commercial Facility.

Section 6.2. Remedies on Default. Upon an Event of Default hereunder this Agreement may be terminated by written notice to the Company from the City. Within thirty days of such termination and upon written notice of the dollar amounts due, the Company shall make a PILOT to the City equal to (i) the pro rata amount payable pursuant to **Section 3.3** hereof from January 1 of the year in question through the effective date of termination, plus (ii) the pro rata amount of taxes that would be due for the remaining portion of the year assuming the Project was placed on the tax rolls effective on the date of termination through December 31; provided, however, the payment of PILOTS following cessation of operations shall be governed by **Section 3.12**.

Upon any termination of this Agreement the Company agrees to pay interest and penalties on all amounts due hereunder to the same extent as if such payments were taxes under Missouri law.

Section 6.3. Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Missouri law on overdue ad valorem real estate taxes from the date such payment was first due. In addition, amounts payable hereunder in lieu of ad valorem real personal property taxes which are not paid when due shall be subject to penalties imposed by Missouri law on overdue ad valorem real estate taxes.

Section 6.4. Enforcement. In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdictions that would benefit from the Base PILOT and the PILOT Payments due and owing under this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

Section 6.5. Failure of the City to Perform its Obligations. In the event the City shall fail to perform any of its obligations hereunder for (i) a period of 60 days (or such longer period as the Company and the City may agree in writing) following written notice to the City from the Company of such failure (which notice shall include a specific description of the City's failure hereunder), or (ii) if such failure is not subject to cure within such 60 days, the City shall have failed to initiate action to cure such default and/or failed to pursue such action diligently; the Company may declare that the City is in default under this Agreement and may pursue any legal remedy available to it to enforce this Agreement.

ARTICLE VII

TERM OF AGREEMENT

This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article VI** hereof), shall have an initial term commencing as of the date of this Agreement and terminating on December 31, 2034 (the

“**Stated Expiration Date**”). This Agreement shall automatically terminate prior to the Stated Expiration Date in the event the Bonds (or any Bonds issued to refund the Bonds) are no longer outstanding.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 8.2. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.3. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 8.4. Waiver. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 8.5. Entire Agreement. This Agreement constitutes the entire agreement relating to the subject matter contained herein and supersedes all prior agreements and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof.

Section 8.6. Electronic Storage of Documents. The City and the Company agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

Section 8.7. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Indenture.

Section 8.8. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before November 15 of each year during the term of this Agreement, beginning November 15, 2019, and also upon execution of this Agreement.

Section 8.9. Complete Agreement. The Company and the City understand that oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Company and the City from misunderstanding or disappointment, any agreements the Company and the City reach covering such matters are contained in this Performance Agreement and in the Lease, which are the complete and exclusive statements of the agreement between the Company and the City, except as

the Company and the City may later agree in writing to modify this Performance Agreement and the Lease.

[Remainder of this page intentionally left blank]

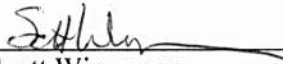
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, all as of the date first above written.

CITY OF GLADSTONE, MISSOURI

[SEAL]

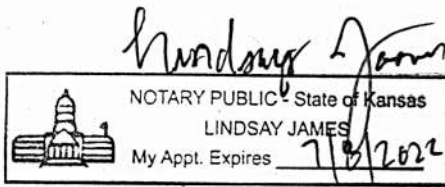


ATTEST:

By: 
Name: Scott Wingerson
Title: City Manager

By: 
Name: Ruth Bocchino
Title: City Clerk

STKC PROPERTIES LLC



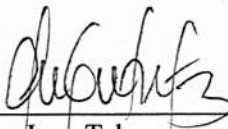
By: 
Name: Juan Tobon
Title: Manager

EXHIBIT A

DESCRIPTION OF PROJECT SITE

The real property located at 18 NW 72nd Street in Gladstone, Missouri, as more specifically described below:

All that part of Tract 1 as shown on the Plat of Hamilton Heights, a subdivision in the city of Gladstone, Clay County, Missouri, described as follows:

Beginning at the Southeast corner of said Tract 1; thence North 0 degrees 35 minutes 15 seconds East in the East line of said Tract 305.0 feet to the Northeast corner thereof; thence West in the North line of said Tract 350.0 feet; thence South 0 degrees 35 minutes 15 seconds West and parallel to the East line of said Tract 305.0 feet to the South line thereto; thence East 350.0 feet to the point of beginning except the South 10.0 feet to the City of Gladstone, Missouri, except that part lying within 72nd Street.

EXHIBIT B
PILOT SCHEDULE

2019	\$21,992*
2020	21,992
2021	22,014
2022	22,014
2023	22,036
2024	22,036
2025	22,059
2026	22,059
2027	22,081
2028	22,081
2029	22,104
2030	22,104
2031	22,127
2032	22,127
2033	22,151
2034	22,151

*to the extent not otherwise paid as taxes

***THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR
NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.***

No. 1

Not to Exceed
\$4,070,000

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**CITY OF GLADSTONE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(ROYAL PARK APARTMENT HOMES PROJECT)
SERIES 2019**

Interest Rate

6.00%

Maturity Date

December 1, 2034

Dated Date

March 28, 2019

OWNER: STKC PROPERTIES LLC

MAXIMUM PRINCIPAL AMOUNT: FOUR MILLION SEVENTY THOUSAND DOLLARS

THE CITY OF GLADSTONE, MISSOURI, a third class city organized and existing under the laws of the State of Missouri (the “City”), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2019, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term “Cumulative Outstanding Principal Amount” means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated “City of Gladstone, Missouri, Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019,” in the maximum aggregate principal amount of \$4,070,000 (the “Bonds”), to be issued for the purpose of paying the costs of a portion of the Project consisting of the complete renovation of the apartment to be known as the “Royal Park Apartment Homes,” including both structural and non-

structural improvements, new water lines, new roofing and balconies, and other significant improvements (collectively, the "Project Improvements" as more fully described in the Indenture), located on certain real property in the City (the "Project Site"). The City will lease the Project Site and the Project Improvements (collectively, the "Project") to STKC Properties LLC, a limited liability company organized and existing under the laws of the State of Missouri (the "Company"), under the terms of a Lease Agreement dated as of March 1, 2019 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and statutes of the State of Missouri, including particularly the Act, and pursuant to proceedings duly had by the Council of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of March 1, 2019 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the City and Security Bank of Kansas City, Gladstone, Missouri, as trustee (the "Trustee"). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease; provided, however, if only a portion of the Bonds are to be redeemed, Bonds aggregating 10% of the maximum principal amount of Bonds authorized under the Indenture shall not be subject to redemption and payment before the stated maturity thereof. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

THE BONDS are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Sections 9.1(f) or 9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph, money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

If the Bonds are to be called for optional redemption, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 10 days prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owner of this Bond at least five days before the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid.

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and is secured by a pledge and assignment of the Project and of

such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the "City of Gladstone, Missouri, Bond Fund – STKC Properties LLC."

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable in whole only, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in Person or by such Person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully registered Bond, in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond without coupons in the maximum principal amount of \$4,070,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, the City of Gladstone, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated the date set forth above.

CERTIFICATE OF AUTHENTICATION

CITY OF GLADSTONE, MISSOURI

This Bond is the Bond of the issue described
in the within-mentioned Indenture.

Registration Date: _____

SECURITY BANK OF KANSAS CITY,
as Trustee

By: _____
Mayor

ATTEST: _____ (Seal)

By _____
Authorized Signatory

City Clerk

SPECIMEN

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**CITY OF GLADSTONE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(ROYAL PARK APARTMENT HOMES PROJECT)
SERIES 2019**

Bond No. 1

[illegible]

CITY'S CLOSING CERTIFICATE

We, the undersigned, hereby certify that we are the duly appointed, qualified and acting Mayor and City Clerk, respectively, of the City of Gladstone, Missouri (the "City"), and as such officers we are familiar with the official books and records of the City. In connection with the issuance by the City of \$4,070,000 maximum principal amount of Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019 (the "Bonds"), we hereby further certify as follows:

1. MATTERS CONCERNING AUTHORIZATION

1. Due Organization. The City is a legally constituted third class city and political subdivision duly organized and existing under the laws of the State of Missouri.

2. Transcript of Proceedings. The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds furnished to STKC Properties LLC, a Missouri limited liability company (the "Company"), of the Bonds includes a true and correct copy of the proceedings had by the City Council and other records, proceedings and documents relating to the issuance of the Bonds; said Transcript is to the best of our knowledge, information and belief full and complete; such proceedings of the City shown in said Transcript have not been modified, amended or repealed and are in full force and effect as of the date hereof; said Transcript has been duly filed in the official records of the City.

3. Meetings. All meetings of the City Council as shown in the Transcript were regular meetings, or were held pursuant to regular adjournment at the next preceding meeting, or were special meetings duly called as shown in the Transcript, and each such meeting was duly held, was open to the public at all times and a quorum was present throughout. At all such meetings where required, proper notice of the time, place and purposes of each such meeting was given to the City Council or was waived and proper notice was given to the public as required by law.

4. Incumbency of Officers. The following named persons were and are the duly elected or appointed, qualified and acting officers and Councilmembers of the City at all times except as otherwise indicated during the proceedings relating to the authorization and issuance of the Bonds, as follows:

<u>Name</u>	<u>Title</u>
Bill Garnos	Mayor
Carol Suter	Councilmember/Mayor Pro Tem
Jean Moore	Councilmember
Kyle Yarber	Councilmember
R. D. Mallams	Councilmember
Scott Wingerson	City Manager
Ruth Bocchino	City Clerk

5. Approval of Plan for the Project. Pursuant to a Bill passed by the City Council on March 25, 2019 and duly numbered Ordinance No. 4266 and signed and approved by the Mayor and attested by the City Clerk on March 28, 2019 (the "Ordinance"), the City approved a Plan for an Industrial Development Project (the "Plan") for STKC Properties LLC, a Missouri limited liability company (the "Company"), pursuant to Chapter 100 of the Revised Statutes of Missouri, as amended (the "Act"). The Plan meets the requirements of Section 100.050 of the Act, and all of the affected taxing jurisdictions were provided notice of the proposed Project in accordance with the Act.

6. Location of Project. The Project will be located entirely within the corporate limits of the City.

7. Bonds Issued for the Company. The City has not authorized or issued any obligations of any kind or character whatsoever payable out of the revenues, or the pledge thereof, under the Lease Agreement hereafter referred to.

8. Non-Litigation. There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised, or may be raised, questioning, disputing or affecting in any way the legal organization of the City, or the right or title of any of its officers or Councilmembers to their respective offices, or the legality of any official act shown to have been done in the Transcript evidencing the authorization and issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds, or the validity of the Bonds or any of the proceedings had in relation to the authorization, issuance or sale thereof.

2. MATTERS CONCERNING ISSUANCE, SALE AND DELIVERY

1. Execution of Documents. The following documents (the “City Documents”) have been duly authorized, executed and delivered in the name and on behalf of the City by its duly authorized officers, pursuant to and in full compliance with the Ordinance passed by the City Council of the City at a meeting duly held as shown in the Transcript:

(a) Trust Indenture dated as of March 1, 2019 (the “Indenture”), between the City and Security Bank of Kansas City, as trustee (the “Trustee”);

(b) Lease Agreement dated as of March 1, 2019 (the “Lease Agreement”), between the City and the Company;

(c) Bond Purchase Agreement dated as of March 28, 2019 (the “Bond Purchase Agreement”), between the City and the Company, as the purchaser; and

(d) Performance Agreement dated as of March 1, 2019, between the City and the Company, relating to tax abatement and payments in lieu of taxes relating to real property.

The copies of the City Documents contained in the Transcript are true, complete and correct copies or counterparts of the City Documents as executed and delivered by the City, and are in substantially the same form and text as the copies of the City Documents which were before the City Council and approved by the Ordinance. The City Documents have not been amended, modified or rescinded and remain in full force and effect as of the date hereof.

2. Execution of Bonds. The Mayor and the City Clerk have duly signed and executed, manually or by facsimile, the Bonds in the form of one fully registered Bond in the maximum principal amount of \$4,070,000 and on the date of the Bonds, and on the date when said Bonds were executed by the Mayor and the City Clerk, the Mayor and the City Clerk were and at the date hereof are the officials indicated by their signatures on said Bonds. The signatures of the Mayor and City Clerk, as such officials, respectively, on said Bonds, are the true and genuine signatures, and the seal affixed or imprinted on said Bonds at the time of its execution was and is the duly authorized official City seal and

was thereto affixed by the authority and direction of the governing body of the City, and is the seal affixed to this Certificate.

3. Representations in City Documents. Each of the representations of the City made in the City Documents are true and complete in all material respects as of the date hereof as if made on and as of the date hereof, and all agreements to be complied with and obligations to be performed by the City under the City Documents on or prior to the closing date of the Bonds have been complied with and performed.

4. No Legal Violation. The execution and delivery of the City Documents, the performance of the terms thereof by the City and the issuance, sale and delivery of the Bonds will not violate any provision of Missouri law, or any resolution or ordinance of the City, or any applicable judgment, order, rule or regulation of any court or of any public or governmental agency or authority, and will not conflict with, violate or result in the breach of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust or other agreement or instrument to which the City is a party, or by which it or its properties are bound.

5. Approvals. All approvals, consents, authorizations and orders required to be obtained by the City in connection with the issuance, sale and delivery of the Bonds and the execution and delivery of the City Documents and the performance of the terms thereof by the City have been duly obtained.

6. No Offers by City. Neither the City, nor any authorized representative of the City is engaged in any transaction involving the offering or sale of the Bonds.

7. Information. The Purchaser has had ample opportunity to ask questions of, and to receive answers from, officers or other representatives of the City concerning the offer for sale and purchase of the Bonds.

8. Request to Authenticate and Deliver the Bonds. Pursuant to **Section 208(c)(4)** of the Indenture, the Trustee is hereby requested and authorized by the City to authenticate the Bonds and to deliver such Bonds to the Purchaser upon payment to the Trustee for the account of the City of the Closing Price for the Bonds as specified in the Bond Purchase Agreement.

9. Designation of Authorized City Representatives. The City hereby designates the Mayor, the City Manager and the City Clerk as Authorized City Representatives. The City may designate another person to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the City by the Mayor.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the City has caused this certificate to be executed on its behalf by its duly authorized officers and its seal to be affixed hereto, all as of March 28, 2019.

Signature

Official Title

S. H. [Signature]

City Manager

Ruth Boehringer

City Clerk

(Seal)



NOTICE TO TAXING JURISDICTIONS

On behalf of the City of Gladstone, Missouri (“City”), please find enclosed a copy of the proposed Plan for an Industrial Development Project (“Plan”) for STKC Properties LLC, which also contains a Cost Benefit Analysis on the affected taxing jurisdictions.

The City Council will consider an ordinance to approve the Plan during the City Council’s meeting on Monday, March 25, 2019, at 7:30 p.m. at Gladstone City Hall, City Council Chambers, 7010 North Holmes, Gladstone, Missouri.

The City invites you to submit comments to the Council on the proposed Plan. All comments will be fairly and duly considered by the City.

A copy of the Plan and Cost Benefit Analysis for the proposed project will be on file in the office of the City Clerk and will be available for public inspection during normal business hours.

Dated: March 1, 2019

Ruth Bocchino
City Clerk
City of Gladstone, Missouri

Taxing Jurisdictions -- Distribution List

City of Gladstone, Missouri

Bill Garnos, Mayor
Gladstone City Hall
7010 North Holmes
Gladstone, MO 64118

North Kansas City School District

Dr. Dan Clemens, Superintendent
2000 NE 46th Street
Kansas City, MO 64116

Metropolitan Community College

Kimberly Beatty, Chancellor
3200 Broadway
Kansas City, MO 64111

Clay County, Missouri

Attn: County Commissioner
Liberty Office
1 Courthouse Square
Liberty, MO 64068

Clay County Health Department

Gary E. Zaborac, Director
800 Haines Drive
Liberty, MO 64068

Missouri Department of Revenue

Blind Pension Fund
Steve Corsi, Psy.D., Director
221 West High Street
Jefferson City, MO 65102

Tri-County Mental Health Services

Board of Trustees
3100 NE 83rd Street, Suite 2700
Kansas City, MO 64119

Mid Continent Public Library

Steven V. Potter, Director
15616 E. Highway 24
Independence, MO 64050

Developmental Disabilities**Resource Board of Clay County**

Attn: Executive, Director
920 Kent Street
Liberty, MO 64068

Clay County Senior Services

Attn: Robert Steinkamp, Chair
4444 N. Belleview, #110
Gladstone, MO 64116

**EXCERPT OF MINUTES OF
MEETING OF THE CITY COUNCIL
OF THE CITY OF GLADSTONE, MISSOURI**

The City Council of the City of Gladstone, Missouri, met in regular session on March 25, 2019, at 7:30 p.m., in the Council Chamber at City Hall, 7010 N. Holmes Street, in Gladstone, Missouri, and the following officials were present or absent as indicated:

	<u>Present/Absent</u>
Bill Garnos, Mayor	Present
Carol Suter, Councilmember/Mayor Pro Tem	Present
Jean Moore, Councilmember	Present
Kyle Yarber, Councilmember	Present
R.D. Mallams, Councilmember	Present
Ruth Bocchino, City Clerk	Present

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

* * * * *

The matter of authorizing the issuance and delivery of \$4,070,000 maximum principal amount of Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019 of the City came on for consideration pursuant to an ordinance entitled as follows:

**AN ORDINANCE AUTHORIZING THE CITY OF GLADSTONE,
MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL
DEVELOPMENT REVENUE BONDS (ROYAL PARK
APARTMENT HOMES PROJECT), SERIES 2019, IN A
PRINCIPAL AMOUNT NOT TO EXCEED \$4,070,000 TO
FINANCE THE COSTS OF A PROJECT FOR STKC
PROPERTIES LLC, A Missouri LIMITED LIABILITY
COMPANY, CONSISTING OF THE CONSTRUCTION AND
EQUIPPING OF IMPROVEMENTS TO COMMERCIAL
FACILITIES; APPROVING A PLAN FOR AN INDUSTRIAL
DEVELOPMENT PROJECT FOR THE COMPANY;
AUTHORIZING AND APPROVING CERTAIN DOCUMENTS;**

**AND AUTHORIZING CERTAIN OTHER ACTIONS IN
CONNECTION WITH THE ISSUANCE OF THE BONDS.**

On motion duly made and seconded, the Bill was placed upon its first reading and was read by title, considered and discussed.

On motion duly made and seconded, the Bill was placed upon its second reading and final passage and was read by title, considered and discussed. Thereupon, the question was put to a roll call vote, and the vote thereon was as follows:

Aye: 5

Nay: 0

Abstain: 0

The Mayor declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 4266, and was signed and approved by the Mayor and attested by the City Clerk on March 28, 2019.

* * * * *

(Other Proceedings)

* * * * *

[The remainder of this page intentionally left blank.]

There being no further business to come before the meeting of the City Council, on motion duly made, seconded and carried by unanimous vote, the meeting was adjourned.

[SEAL]



Ruth Boechino

City Clerk

AN ORDINANCE AUTHORIZING THE CITY OF GLADSTONE, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS (ROYAL PARK APARTMENT HOMES PROJECT), SERIES 2019, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$4,070,000 TO FINANCE THE COSTS OF A PROJECT FOR STKC PROPERTIES LLC, A MISSOURI LIMITED LIABILITY COMPANY, CONSISTING OF THE CONSTRUCTION AND EQUIPPING OF IMPROVEMENTS TO COMMERCIAL FACILITIES; APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE COMPANY; INVITING AFFECTED TAXING DISTRICTS TO SUBMIT COMMENTS TO THE CITY COUNCIL NO LATER THAN MARCH 27, 2018, FOR FAIR AND DUE CONSIDERATION BY THE CITY COUNCIL; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

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

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

WHEREAS, in order for STKC Properties LLC, a Missouri limited liability company (together with any successors or assigns, the "Company"), to construct and renovate improvements to certain commercial facilities (collectively, the "Project"), the Council hereby determines and declares the official intent of the City to finance the costs of the Project out of the proceeds of industrial development revenue bonds to be issued under the Act (the "Bonds"); and

WHEREAS, the City has prepared a plan for industrial development with respect to the Project (the "Plan") as required by Section 100.050 of the Act, notice of the Project was given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, and the City now desires to approve the Plan; and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the issuance of the Bonds for the purpose described above; and

WHEREAS, because the Bonds will be payable solely out of payments, revenues and receipts derived by the City from the lease of the Project to the Company and from no other source, the City has determined that it is appropriate that the Bonds be sold to the Company pursuant to Section 108.170 of Revised Statutes of Missouri, as amended, which provides that notwithstanding any other provisions of any law or any charter provision to the contrary, industrial development revenue bonds may be sold at private sale.

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with the approval of the Plan and the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

[Ordinance continues on next page]

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

Section 1. Public Purpose. The Council hereby finds and determines that the Project will promote the economic welfare and the development of the City, and the issuance of the Bonds by the City to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act.

Section 2. Approval of Plan. The Council hereby approves the Plan for Industrial Development Project attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

Section 3. Authorization and Sale of the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019, in an aggregate principal amount not to exceed \$4,070,000, for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate (not to exceed 8.00%), shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the herein authorized Trust Indenture upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture shall constitute conclusive evidence of their approval and the City's approval thereof. The sale of the Bonds to the Company at private sale pursuant to the provisions of Section 108.170 of Revised Statutes of Missouri, as amended, at the interest rate and upon the terms set forth in the Trust Indenture is hereby approved.

Section 4. Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of the payments, revenues and receipts derived by the City from the herein authorized Lease Agreement, and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision, statutory limitation or City code provision and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefore or to make any appropriation for their payment.

Section 5. Approval and Authorization of Documents. The following documents (the "City Documents") are hereby approved in substantially the forms presented to the Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated as of the date set forth therein (the "Trust Indenture"), between the City and Security Bank of Kansas City, Gladstone, Missouri (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge and assign the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Trust Indenture;

(b) Lease Agreement dated as of the date set forth therein (the "Lease Agreement"), between the City and the Company, under which the City will (i) provide funds for the construction, improvement and equipping of the Project and (ii) lease the Project to the Company pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds;

(c) Bond Purchase Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the Company agrees to purchase the Bonds; and

(d) Performance Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the City will grant the Company certain rights with respect to the abatement of *ad valorem* real property taxes on the Project in consideration for the Company's agreement to operate each facility comprising the Project as a commercial facility.

Section 6. Execution of Documents. The Mayor or the City Manager of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor or the City Manager of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents.

Section 8. Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of the Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 9. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 10. Effective Date. This Ordinance shall be approved and shall take effect and be in full force from and after its passage by the City Council and this Ordinance is signed by the Mayor.

[Signature Page Follows]

**PASSED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI,
THIS 25th DAY OF MARCH, 2019.**



(SEAL)

ATTEST:

Ruth Bocchino

Ruth Bocchino
City Clerk

Mayor

First Reading: March 25, 2019

Second Reading: March 25, 2019

APPROVED AND MADE EFFECTIVE BY THE MAYOR OF THE CITY OF
GLADSTONE, MISSOURI, THIS 28th DAY OF MARCH, 2019.




(SEAL)

ATTEST:



Mayor



Ruth Bocchino
City Clerk

First Reading: March 25, 2019

Second Reading: March 25, 2019



Department of Economic Development

CALENDAR YEAR 2018

ANNUAL ACTIVITY REPORT FOR MUNICIPALITIES

Pursuant to Section 100.105 RSMo, a municipality is required to file the following report with the Department of Economic Development on the previous year's revenue bond issuances and general obligation bond issuances. The report must be filed no later than January 31st of the year following the issuance.

COMPLETE ONE FORM FOR EACH BOND ISSUE (PLEASE TYPE OR PRINT)

PART I - MUNICIPALITY

1. NAME OF MUNICIPALITY

City of Gladstone, Missouri

STREET ADDRESS

7010 North Holmes

P.O. BOX

CITY OR TOWN

Gladstone

ZIP CODE

64118

2. NAME OF MUNICIPALITY SPOKESPERSON

Scott Wingerson

TITLE

City Manager

TELEPHONE

(816) 436-2200

PART II - CHARACTERISTICS OF BUSINESS FOR WHICH BONDS WERE ISSUED

1. PROJECT ALLOCATION NUMBER (IF APPLICABLE)

N/A

2. NAME OF BENEFICIARY FIRM FOR WHICH BONDS WERE ISSUED

STKC Properties LLC

3. BENEFICIARY FIRM STREET ADDRESS

11709 Roe Avenue Ste D#166

P. O. BOX

CITY OR TOWN

Leawood

ZIP CODE

66211

4. AGE OF BUSINESS OF BENEFICIARY FIRM (NO. OF YRS.)

1 year

5. TYPE OF BUSINESS OF BENEFICIARY FIRM (SIC OR NAICS #)

53131

6. ASSETS OF BENEFICIARY FIRM (ALL LOCATIONS, WHEREVER LOCATED)

0

7. PREVIOUS YEAR'S SALES OF BUSINESS FOR WHICH BONDS WERE ISSUED (ALL LOCATIONS, WHEREVER LOCATED)

0

8. TOTAL NO. OF EMPLOYEES OF BUSINESS FOR WHICH BONDS WERE ISSUED (ALL LOCATIONS, WHEREVER LOCATED)

0

9. U.S. CONGRESSIONAL DISTRICT PROJECT IS LOCATED IN

5th

PART III - CHARACTERISTICS OF BOND ISSUE

1. TOTAL AMOUNT OF THE BONDS ISSUED

\$4,070,000.00

2. DATE OF ISSUANCE

March 28, 2019

3. INTEREST RATE(S) OF BONDS (ATTACH MATURITY SCHEDULE, IF NECESSARY)

6.0%

4. TERM OF BOND ISSUE (E.G., PRINCIPAL AMORTIZATION PERIOD)

December 1, 2034

5. NAME AND ADDRESS OF UNDERWRITER(S), IF ANY

N/A

6. NAME AND ADDRESS OF GUARANTORS(S), IF ANY

N/A

7. ESTIMATED NUMBER OF NEW JOBS TO BE GENERATED BY THE PROPOSED PROJECT
INITIALLY ULTIMATELY

NOT APPLICABLE ☒

8. TOTAL ESTIMATED COST OF THE PROPOSED PROJECT

\$4,250,000.00

10. TYPE OF PROJECT (CHECK ONE)

9. DISPOSITION OF BOND PROCEEDS (ESTIMATED)

A) LAND

478,000.00

B) BUILDINGS

3,540,000.00

C) MACHINERY & EQUIPMENT

20,000.00

D) ISSUANCE EXPENSES

32,000.00

E) OTHER

0.00

☐ NEW BUSINESS

☐ ESTABLISHMENT OF BRANCH/PLANT BUSINESS

☐ ACQUISITION OF EXISTING BUSINESS

☒ EXPANSION OF EXISTING BUSINESS

☐ REFINANCING OF EXISTING BUSINESS

PART IV - SUBMISSIONS

1. Attach a copy of the guaranty instrument, if any.

2. Attach a copy of the preliminary official statement, if any, used when offering the bonds for sale.

SIGNATURE OF MUNICIPALITY SPOKESPERSON

DATE

3/26/19

RETURN NO LATER THAN JANUARY 31 TO:
Missouri Department of Economic Development
Attn: Development Finance Team
301 West High Street, Room 770
P.O. Box 118
Jefferson City, MO 65102

COMPANY'S CLOSING CERTIFICATE

I, the undersigned, hereby certify that I am a duly qualified and acting officer of STKC Properties LLC, a Missouri limited liability company (the "Company"), and as such I am familiar with the books and records of the Company. In connection with the issuance by the City of Gladstone Missouri (the "City") of its Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019, in the maximum principal amount of \$4,070,000 (the "Bonds"), under a Trust Indenture, dated March 1, 2019, between the City and Security Bank of Kansas City, as trustee (the "Indenture"), I hereby further certify as follows:

1. ORGANIZATION AND AUTHORITY

1.1. Due Organization. The Company is a limited liability company validly existing and in good standing under the laws of the State of Missouri. Attached hereto as **Exhibit A** is Certificate of Good Standing for the Company from the Secretary of State of Missouri, which is in full force and effect as of the date hereof.

1.2. Organizational Documents. The copies of the Articles of Organization and Operating Agreement of the Company attached hereto as **Exhibit B** and **Exhibit C**, respectively, are true, complete and correct copies thereof, and said Articles of Organization and Operating Agreement have not been amended and are in full force and effect as of the date hereof.

1.3. Incumbency of Officers; Authorized Company Representative. The persons named below were on the date or dates of the execution of the documents listed in **Section 2.2** below, and are on this date, the duly appointed or elected, qualified and acting officers of the Company, holding the offices set opposite their names. The Company hereby appoints the individuals named below as an Authorized Company Representative as defined in the Indenture:

<u>Name</u>	<u>Title</u>
Juan Tobon	Manager

2. BOND TRANSCRIPTS AND LEGAL DOCUMENTS

2.1. Transcript of Proceedings. The Transcript furnished to the Company and on file in the official records of the City includes a true and correct copy of the proceedings had by the Company and other records, proceedings and documents relating to the issuance of the Bonds; said Transcript is, to the best of my knowledge, information and belief, full and complete; such proceedings of the Company shown in said Transcript have not been modified, amended or repealed and are in full force and effect as of the date hereof.

2.2. Execution of Documents. The following documents (collectively, the "Company Documents") have been executed and delivered in the name and on behalf of the Company by the person identified in **Section 1.3** above, pursuant to and in full compliance with resolutions adopted by the governing body of the Company, which resolutions have not been amended, altered or repealed and are in full force and effect as of the date hereof; the copies of said documents contained in the Transcript are true, complete and correct copies or counterparts of said documents as executed and delivered by the Company; and said documents have not been amended, modified or rescinded and are in full force and effect as of the date hereof.

- (a) Bond Purchase Agreement dated as of March 28, 2019 (the “Bond Purchase Agreement”), between the City and the Company;
- (b) Lease Agreement dated as of March 1, 2019 (the "Lease Agreement"), between the City and the Company;
- (c) Performance Agreement dated as of March 1, 2019 (the “Performance Agreement”), between the City and the Company; and
- (d) Quit Claim Deed dated March 28, 2019, from the Company to the City.

2.3. Representations. Each of the representations of the Company set forth in the Company Documents are true and correct in all material respects as of the date hereof, as if made on the date hereof, and all covenants and conditions to be complied with and obligations to be performed by the Company under the Company Documents have been complied with and performed.

2.4. Non-Litigation. There is no controversy, suit or other proceeding of any kind pending against the Company, or, to the knowledge of the undersigned, threatened wherein or whereby any question is raised, or may be raised, questioning, disputing or affecting in any way the legal organization of the Company, or the right or title of any of its officers to their respective offices, or the legality of any official act shown to have been done in the Transcript evidencing the authorization and issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds and the Company Documents, or the validity of the Bonds or any of the proceedings had in relation to the authorization, issuance or sale thereof or the execution and delivery of any of the documents related thereto.

2.5 No Default. The execution, delivery and compliance with the provisions of the Company Documents has not and will not (with the passage of time or the giving of notice, or both) result in or constitute a breach or default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Company is a party or by which it or any of its property is bound, or violate any provision of the organizational documents of the Company, or any order, rule or regulation of any court or governmental authority applicable to the Company or its property.

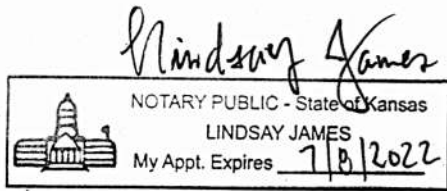
3. THE PROJECT

3.1. Description and Location of Project. The proceeds of the Bonds are to be used by the City to finance an economic development project for the Company, consisting of the complete renovation of the apartment complex to be known as the “Royal Park Apartment Homes,” including both structural and non-structural improvements, new water lines, new roofing and balconies, and other significant improvements as further described in the Indenture.

4. LEGAL COUNSEL

4.1. Legal Counsel. We have been counseled by the Company’s legal counsel as to the purpose of the foregoing certifications and the meanings of the matters set forth in the foregoing certifications. We understand that such certifications will be relied upon by the City in the issuance of the Bonds and by the law firm of Armstrong Teasdale LLP in rendering its opinion as to validity of the issuance of the Bonds and by the law firm of McDowell Rice Smith & Buchanan, PC, in rendering its opinion with respect to matters related to the Company.

IN WITNESS WHEREOF, I have hereunto set my hand this 21 day of March, 2019.



STKC PROPERTIES LLC

By: [Signature]
Name: Juan Tobon
Title: Manager/Authorized Company
Representative

EXHIBIT A

MISSOURI CERTIFICATE OF GOOD STANDING

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

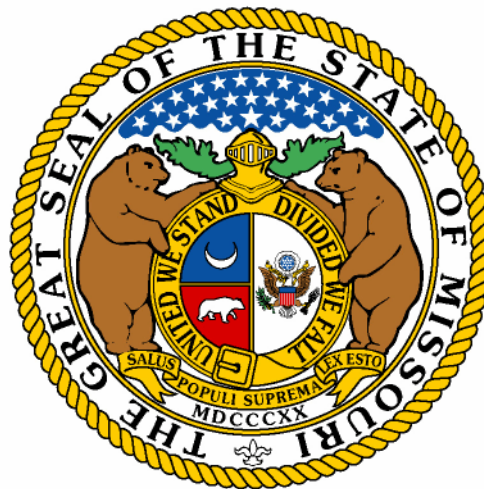
I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

STKC Properties LLC
LC001606869

was created under the laws of this State on the 28th day of August, 2018, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 21st day of March, 2019.


Secretary of State



Certification Number: CERT-03212019-0009

EXHIBIT B

ARTICLES OF ORGANIZATION



State of Missouri

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

LC001606869
Date Filed: 8/28/2018
John R. Ashcroft
Missouri Secretary of State

Articles of Organization

(Submit with filing fee of \$105.00)

1. The name of the limited liability company is

STKC Properties LLC

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

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

Real estate investments

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

Lacreta Wheeler

15955 NW 134th Circle

Platte City MO 64079

Name

Street Address: May not use PO Box unless street address also provided

City/State/Zip

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

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

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

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

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

Name

Address

City/State/Zip

CSN Holdings LLC

15955 NW 134th Circle

Platte City MO 64079

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

New Series:

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

New Series:

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

New Series:

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

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

Name and address to return filed document:

Name: Sasha Investments LLC

Address: Email: jtobonfitzgerald@gmail.com

City, State, and Zip Code: _____

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

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

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

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

All organizers must sign:

CSN Holdings LLC - Juan Tobon

Organizer Signature

CSN HOLDINGS LLC - JUAN TOBON

Printed Name

08/28/2018

Date of Signature

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

STKC Properties LLC
LC001606869

filed its Articles of Organization with this office on the 28th day of August, 2018, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, John R. Ashcroft, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 28th day of August, 2018, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this 28th day of August, 2018.


Secretary of State

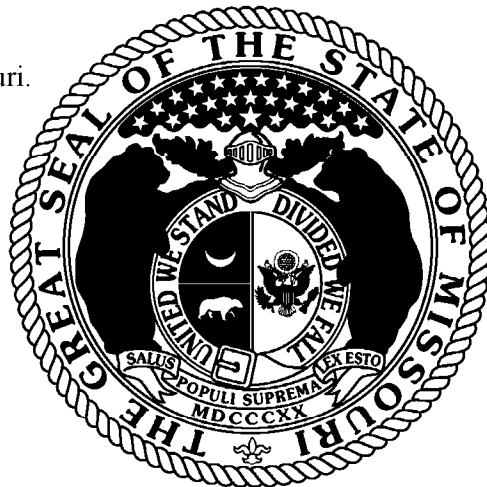


EXHIBIT C
OPERATING AGREEMENT

OPERATING AGREEMENT
OF
STKC PROPERTIES LLC
(a Missouri Limited Liability Company)

Dated and Effective

as of

August 28, 2018

**OPERATING AGREEMENT
of
STKC PROPERTIES LLC**

(a Missouri Limited Liability Company)

THIS OPERATING AGREEMENT, dated August 28, 2018, is made among the persons whose signatures appear on the signature page hereof.

ARTICLE 1. -- FORMATION

1.1 Articles of Organization. Articles of Organization were filed with the Secretary of State of the State of Missouri on August 28, 2018.

1.2 Name. The name of the Company is STKC PROPERTIES LLC.

1.3 Purpose. The purpose of the Company is to engage in any lawful activity for which a limited liability company may be organized under the Act. Notwithstanding the foregoing, without the unanimous consent of the Members, the Company shall not engage in any business other than the following:

1.3.1 The business of acquiring, operating, generating income from, holding for investment and eventually selling real estate properties.

1.3.2 Such other activities directly related to and in furtherance of the foregoing business as may be necessary, advisable, or appropriate, in the reasonable opinion of the Manager.

1.4 Term. The term of the Company shall continue perpetually, unless the Company is earlier dissolved in accordance with Article 8.

1.5 Principal Place of Business. The principal place of business of the Company is 11709 Roe Suite D166, Leawood KS 66211. The Manager may relocate the principal place of business or establish additional offices from time to time.

1.6 Registered Office and Registered Agent. The Company's initial registered office shall be at 15955 NW 134th Circle Platte City, MO 64079, and the name of its registered agent at such address shall be Lacreata Wheeler. The registered agent of the LLC shall be determined by the Manager who shall also possess the power to remove or replace a currently serving LLC registered agent.

1.7 Company Property. No real or other property of the Company shall be deemed to be owned by any Member individually, but shall be owned by and title shall be vested solely in the LLC.

1.8 No Term to Existence. The Company's existence shall commence of the date of the

filing of the Articles of Organization with the appropriate state office, and, thereafter, the Company's existence shall be perpetual without term.

ARTICLE 2. -- DEFINITIONS

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” means the Missouri Limited Liability Company Act.

“Agreement” means this operating agreement, as originally executed and as amended from time to time.

“Affiliate” shall mean, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. The term “control” includes, without limitation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Assignee” shall mean the owner of an Economic Interest who has not been admitted as a substitute Member in accordance with Article 9.

“Bankruptcy” shall mean (a) the filing of an application by a Member for, or his or her consent to, the appointment of a trustee, receiver, or custodian of his or her other assets; (b) the entry of an order for relief with respect to a Member in proceedings under the United States Bankruptcy Code, as amended or superseded from time to time; (c) the making by a Member of a general assignment for the benefit of creditors; (d) the entry of an order, judgment, or decree by any court of competent jurisdiction appointing a trustee, receiver, or custodian of the assets of a Member unless the proceedings and the person appointed are dismissed within ninety (90) days; or (e) the failure by a Member generally to pay his or her debts as the debts become due within the meaning of Section 303(h)(1) of the United States Bankruptcy Code, as determined by the Bankruptcy Court, or the admission in writing of his or her inability to pay his or her debts as they become due.

“Capital Account” has the meaning defined in Section 3.4.

“Code” means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

“Company” or **“LLC”** means the limited liability company governed by this Agreement.

“Deficit Capital Account” means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amount that such Member is obligated to restore to the Company under Regulation Section 1.704-1(b)(2)(ii)(c), as well as any addition thereto pursuant to the next to last sentences of Regulation Sections 1.704-2(g)(1) and (i)(5); and

(ii) debit to such Capital Account the items described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

This definition is intended to comply with the provisions of Regulation Sections 1.704-1(b)(2)(ii)(d) and 1.704-2, and shall be interpreted consistently with those provisions.

“Dissolution Event” shall mean with respect to any Member one or more of the following: the death, insanity, withdrawal, resignation, retirement, expulsion, Bankruptcy or dissolution of any such Member.

“Distributable Cash” shall mean the amount of cash from whatever source which the Manager reasonably determines to be available for distribution from time to time, taking into account all debts, liabilities, and obligations of the Company then due, and working capital and other amounts which the Manager determines to be necessary for the Company’s business or to place into reserves for customary and usual claims with respect to such business.

“Economic Interest” shall mean the right to receive distributions of the Company’s assets and allocations of income, gain, loss, deduction, credit and similar items from the Company pursuant to this Agreement and the Act, but shall not include any other rights of a Member, including, without limitation, the right to vote or participate in the management of the Company.

“Majority Percentage Interest” shall mean those Members who hold a majority of the Percentage Interests which all Members hold as of the date on which the event triggering the vote, approval, consent or other action of the Members occurs.

“Manager” or “Managers” means Juan Tobon or such other person that is appointed a Manager in accordance with the terms of this Agreement.

“Member” means each person who executes a counterpart of this Agreement as a Member and each person who may hereafter be admitted to the Company as an additional or substituted Member and who executes a counterpart of this Agreement, other than a person who ceases to be a Member of the Company pursuant to Section 3.7 or following a transfer pursuant to Article 9.

“Membership Interest” shall mean a Member’s entire interest in the Company including the Member’s Economic Interest, the right to vote on or participate in the management, and the right to receive information concerning the business and affairs, of the Company.

“Percentage Interest” means each Member's percentage interest in the Company as set forth on attached Exhibit A, as amended from time to time.

“Permitted Transferee” means the transferee in any transfer by a transferor-Member to (a) a trust of which the transferor-Member is trustee, which is revocable during the transferor-Member's life, which becomes revocable upon the transferor-Member's death, and all of the income and principal of which is owned by the transferor-Member during the transferor-Member's life; (b) the transferor-Member's spouse, or domestic partner under Missouri law, or to one or more lineal descendants or to a trust for the benefit of such transferor-Member's spouse, or domestic partner under Missouri law, and/or one or more lineal descendants; or (c) if the transferor-Member is a business entity, to the shareholders, partners or members in liquidation of such business entity.

“Person” shall mean an individual, partnership, limited partnership, limited liability company, corporation, trust, estate, association or any other entity.

“Real Property” shall mean any real property and improvements thereon, together with any rights appurtenant thereto, acquired and owned by the Company pursuant to the terms of this Agreement.

“Regulation” includes temporary and final Treasury regulations promulgated under the Code and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

“State Law” means the laws of the State of Missouri.

ARTICLE 3. -- MEMBERS, CONTRIBUTIONS AND INTERESTS

3.1 Members Names, Addresses and Percentages. The names and addresses of the Members and their Percentage Interests are set forth on attached Exhibits A and B.

3.2 Additional and Substituted Members. Additional Members shall be admitted only upon the consent of the Manager. Any additional Members shall obtain Membership Interests and will participate in the management, profits, losses, and distributions of the Company on such terms as are determined by the Manager, and approved by a Majority Percentage Interest of the Members. Notwithstanding the foregoing, Assignees may only be admitted as substitute Members in accordance with Article 9. Additionally, the foregoing shall not apply with respect to a valid transfer of a Member's Economic Interest to a Permitted Transferee pursuant to Section 9.2 below.

3.3 Initial Capital Contributions. Each Member shall make a capital contribution to the Company in the amount described on Exhibit A. No interest shall be paid on capital contributions and no Member shall have the right to withdraw his, her or its capital contribution.

3.4 Additional Capital Contributions. No Member shall be required to contribute additional capital to the Company, except in such amounts and at such times as a Majority Percentage Interest of the Members shall determine that additional capital is required. The Members shall contribute such additional capital in proportion to their respective Percentage

Interests. Each Member shall receive a credit to his or her Capital Account in the amount of any additional capital which he or she contributes to the Company.

3.5 Failure to Make Contributions. If a Member does not timely contribute additional capital when requested pursuant to Section 3.4, that Member shall not be in default under this Agreement. However, in the event a Member does not contribute the entire amount requested of such Member (such Member, a “**Noncontributing Member**”) in accordance with Section 3.4, the Manager and/or other Members may advance funds to the Company to cover those amounts which the Noncontributing Member fails to contribute, in which case, the Noncontributing Member’s Percentage Interests and the Manager and/or Member(s) advancing funds (the “**Shortfall Contributors**”) shall be adjusted as of the date such advancements (such advancements, “**Shortfall Contributions**”) are made as follows:

(a) The Shortfall Contributors’ Percentage Interest shall equal (A) the sum of (1) such Shortfall Contributors’ Capital Contributions (excluding such Member’s Shortfall Contributions) and (2) two hundred percent (200%) of all Shortfall Contributions made by such Shortfall Contributor, divided by (B) the sum of all Capital Contributions (including Shortfall Contributions) made by all Members.

(b) The Noncontributing Member’s Percentage Interest shall equal the percentage obtained by subtracting the sum of all of the Shortfall Contributors’ and other Members’ Percentage Interests from one hundred percent (100%). If there is more than one Noncontributing Member, the Noncontributing Members’ Percentage Interests shall be adjusted accordingly.

(c) If Percentage Interests are adjusted as provided hereunder, the Noncontributing Members shall have no right to receive any distributions from the Company until the Shortfall Contributors have first received in an amount equal to the Shortfall Contributions.

Each Member acknowledges and agrees that (i) the failure of any Member in making a requested additional Capital Contribution will result in the Company and the other Members incurring certain disproportionate and unanticipated costs in amounts that would be extremely difficult or impractical to ascertain and (ii) the remedies and procedures described in this Section 3.5 bear a reasonable relationship to the costs which the Members estimate may be suffered by the Company and the Members by reason of the failure of a Noncontributing Member to make any required Capital Contribution and the election of any or all of the above described remedies is not unreasonable under the circumstances existing as of the date hereof.

3.6 Capital Accounts. An individual capital account (each, a “**Capital Account**”) shall be maintained for each Member consisting of the Member’s capital contributions and (1) increased by that Member’s share of Company profits, (2) decreased by that Member’s share of Company losses, and (3) further adjusted as required or allowed by the Internal Revenue Code (Title 26 of the United States Code) and/or all published Treasury Regulations (Title 26 of the Code of Federal Regulations). In all cases, the capital accounts of the Members shall be

accounted for in accordance with the Internal Revenue Code (Title 26 of the United States Code) and/or all published Treasury Regulations (Title 26 of the Code of Federal Regulations).

3.7 Termination of Membership Interest. Upon (a) the transfer of a Member's Membership Interest in violation of Article 9, or (b) the occurrence of a Dissolution Event as to such Member, the Membership Interest of a Member shall be terminated and thereafter that Member shall be an Assignee only. Each Member acknowledges and agrees that such termination or purchase of a Membership Interest upon the occurrence of any of the foregoing events is not unreasonable under the circumstances existing as of the date hereof.

3.8 Competing Activities. The Members and their officers, directors, shareholders, partners, members, managers, agents, employees and Affiliates may engage or invest in, independently or with others, any business activity of any type or description, including without limitation those that might be the same as or similar to the Company's business and that might be in direct or indirect competition with the Company. Neither the Company nor any Member shall have any right in or to such other ventures or activities or to the income or proceeds derived therefrom. The Members shall not be obligated to present any investment opportunity or prospective economic advantage to the Company, even if the opportunity is of the character that, if presented to the Company, could be taken by the Company, and the Members shall have the right to hold any investment opportunity or prospective economic advantage for their own account or to recommend such opportunity to Persons other than the Company. Each Member acknowledges that the other Members and their Affiliates own and/or manage other businesses, including businesses that may compete with the Company and for the Members' time. Each Member hereby waives any and all rights and claims which they may otherwise have against the other Members and their officers, directors, shareholders, partners, members, managers, agents, employees, and Affiliates as a result of any of such activities.

3.9 Transactions With The Company. Subject to any limitations set forth in this Agreement and with the prior approval of the Manager, a Member may lend money to and transact other business with the Company. Subject to other applicable law, such Member has the same rights and obligations with respect thereto as a person who is not a Member.

ARTICLE 4. -- MEETINGS OF MEMBERS

4.1 Meetings. Meetings of Members are not required, but may be called by the Manager. No business shall be transacted at any meeting of Members except as is specified in the notice calling such meeting.

4.2 Place of Meetings. The Manager may designate any place, either within or outside the State of Missouri, as the place of meeting for any meeting of the Members. If no designation is made, the place of meeting shall be the principal office of the Company specified in Section 1.5.

4.3 Notice of Meetings. Written notice stating the place, day and time of the meeting and the purpose for which the meeting is called shall be delivered, in accordance with Section

11.1, not less than ten (10) nor more than fifty (50) days before the date of the meeting by or at the direction of the Members or the Manager calling the meeting, to each Member entitled to vote at such meeting.

4.4 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to any distribution, the date on which notice of the meeting is first delivered or mailed, or the date on which a resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section 4.4, such determination shall apply to any adjournment thereof.

4.5 Quorum. Members holding a Majority Percentage Interest, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Percentage Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if the adjournment is for more than sixty (60) days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each Member. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

4.6 Voting Rights. All matters requiring a vote of the Members shall, unless otherwise expressly stated herein, require the affirmative vote of a Majority Percentage Interest. Except as otherwise specifically provided in this Agreement, all votes, approvals or consents of the Members may be given or withheld, conditioned or delayed as the Members may determine in their sole and absolute discretion, and all such votes, approvals, or consents shall be given or withheld within three (3) days after request therefor or the Member failing to so respond shall be deemed to have approved the matter or thing as to which such vote, approval or consent was sought.

4.7 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by the Member's attorney-in-fact or agent appointed in writing. Such proxy or appointment shall be filed with the Company before or at the time of the meeting. No proxy or appointment shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy or appointment.

4.8 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice. Attendance at a meeting shall constitute waiver of notice or defective notice of the meeting unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. Attendance at a meeting also waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless such person objects to considering the matter when it is presented.

4.9 Action Without Meeting. Any action required or permitted to be taken by the Members at a meeting may be taken without a meeting if a consent in writing, describing the action to be taken, is signed by Members having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all Members entitled to vote on that action at a meeting were present and voted. Such action shall be included in the minutes of the Company's meetings.

4.10 Meetings by Telephone, Etc. Meetings of the Members may be held by conference telephone or by any other means of communication by which all participants can hear each other simultaneously during the meeting, and such participation shall constitute presence in person at the meeting.

ARTICLE 5. -- MANAGEMENT

5.1 Management by Manager; Qualification; Authority.

5.1.1 Exclusive Management by Member. The Company is managed by CSN Holdings, in which Juan Tobon acts as sole proprietor. All matters in the ordinary course of business of the Company shall be determined by the Manager.

5.1.2 Powers of Manager. Subject to the provisions of Sections 5.1.4 and 5.2 below, and except for situations in which the approval of the Members is expressly required by the Act, the Manager shall have the sole and exclusive right to manage the business and affairs of the Company and all of the rights and powers that may be possessed by a manager under the Act, the Articles of Organization and this Agreement. Without limiting the generality of the foregoing, the Manager shall have power and authority, unless otherwise provided in this Agreement or by law, on behalf of the Company:

(a) to purchase liability and other insurance to protect the Company's property and business;

(b) to improve, manage, charter, lease, or operate any real or personal property of the Company;

(c) to, subject to the approval of Members as may be provided elsewhere in this Agreement, execute instruments and documents, including without limitation, documents providing for the acquisition or disposition of the Company's property, assignments, bills of sale, leases, and any other instruments or documents necessary, in the reasonable opinion of the Manager, in order to conduct the business of the Company in accordance with the purpose more particularly described in Section 1.3 above;

(d) to make affidavits under Section 347.048 of the Act;

(e) to employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

(f) to, subject to the approval of the Members as may be provided elsewhere in this Agreement, enter into any and all other agreements with any other person for any purpose, in such form as the Manager may approve;

(g) to, from time to time, open bank accounts in the name of the Company, and the Manager shall be the sole signatory thereon, unless the Manager determines otherwise;

(h) to implement duly adopted decisions of the Members; and

(i) to do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business in accordance with the purpose more particularly described in Section 1.3 above.

5.1.3 Officers. The Manager may designate one or more individuals as officers of the Company, who shall have such titles and exercise and perform such powers and duties as shall be assigned to them from time to time by the Manager, and the Manager may delegate such of its authority to the officers of the Company as the Manager shall determine. Officers need not be Members or residents of the State of Missouri. Any two or more offices may be held by the same individual. The term of office of all officers shall commence upon their appointment and continue until their successors are appointed or until their resignation or removal. Any officer or agent appointed by the Manager may be removed by the Manager, or by an affirmative vote of a Majority Percentage Interest of the Members, at any time with or without cause. The Company may pay its officers and agents commercially reasonable compensation for their services as fixed from time to time by the Manager.

5.1.4 Matters reserved for the Members. All business and matters not within the ordinary course of conducting the business of the Company, or within the business purpose more particularly described in Section 1.3 above, shall be reserved to the Members, including, but not limited to, the following list of reserved matters:

(a) Any transaction with a Member other than in the ordinary course of business on terms no less favorable to the Company than those which would otherwise be available from an unaffiliated third party;

(b) Entering into any new line of business or altering the primary business purpose of the Company set forth in Section 1.3 above;

(c) A determination that the Members contribute additional capital to the Company;

(d) The lending of money by the Company to any Manager, Member, or officer or any third party;

- (e) The borrowing of money on behalf of the Company;
- (f) The filing of a bankruptcy petition on behalf of the Company;
- (g) Any matter otherwise within the Manager's authority and regarding which Members have unanimously voted to reserve for themselves;
- (h) The merger of the Company with another limited liability company or limited partnership; and
- (i) Encumbering Real Property with mortgage debt or any other monetary liens, or any easement or other encumbrance not within the ordinary course of the Company's business.

5.1.5 No Liability of Managers or Members. A person who is a Member, Manager, or both, of the Company is not liable, solely by reason of being a Member or Manager, or both, under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company, whether arising in contract, tort or otherwise or for the acts or omissions of any other Member, Manager, agent or employee of the Company.

5.2 Restrictions on and Obligations of the Manager.

5.2.1 Restrictions. Without the unanimous consent of all Members, the Manager shall not have any authority to:

- (a) confess a judgment against the Company;
- (b) possess Company property, or assign any right, title or interest in specific Company property, for other than a Company purpose;
- (c) establish different classes of members;
- (d) merge the Company with a corporation or a general partnership;
- (e) do any act in contravention of this Agreement; or
- (f) do any act which would make it impossible to carry on the ordinary business of the Company.

5.3 Discharge of Management Duties. The Manager shall discharge the duties of manager in good faith and in a manner the Manager reasonably believes to be in the best interests of the Company. The Manager shall cause the Company to conduct its business, operations and affairs separately from those of the Manager, any Member or any Affiliate of the Manager or any Member.

5.4 Compensation and Reimbursement. The Manager shall not receive compensation except as may be agreed to unanimously by the Members. The Manager shall be reimbursed

on a monthly basis for (a) all reasonable and customary out-of-pocket expenses actually incurred by the Manager on behalf of the Company, including expenses relative to the formation of the Company and amounts paid to any Person to perform services on behalf of the Company and, (b) other reasonable and customary out-of-pocket expenses actually incurred or paid by the Manager that are necessary and appropriate to the conduct of the Company's business, including, without limitation to the extent applicable, travel expenses and accounting and legal fees. Any of the foregoing shall be supported by invoices and receipts. Except as otherwise provided herein, the Manager and its Affiliates shall not be reimbursed by the Company for the following expenses: (i) salaries, compensation or fringe benefits of directors, officers or employees of the Manager or its Affiliates; (ii) overhead expenses of the Manager or its Affiliates, including, without limitation, rent and general office expenses; and (iii) the cost of providing any service or goods for which the Manager or its Affiliates are entitled to compensation under this Agreement. The Manager shall be entitled to draw advances from the Company against any anticipated expenses in accordance with policies established from time to time by the Manager and approved by a Majority Percentage Interest of the Members. The Manager shall periodically account to the Members for the expenditures made from any amounts so advanced by the Company.

5.5 Employees. To the extent determined necessary or desirable by the Manager, the Company shall hire employees and independent contractors to perform services related to the business of the Company within the proposed annual budget.

5.6 Term; Resignation; Removal; Replacement.

5.6.1 Term. The Manager shall hold office until the Manager dies, becomes incompetent, resigns or is removed in accordance with this Section 5.6.

5.6.2 Resignation. The Manager may voluntarily resign as Manager upon sixty (60) days written notice to all the Members and such resignation shall not constitute a breach of this Agreement. The resignation of a Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice. Unless otherwise specified in any notice or resignation, the acceptance of such resignation shall not be necessary to make it effective.

5.6.3 Removal. The Manager may be removed by a two-thirds vote of the Members (other than any Member who is also a Manager), but only for "cause," which shall mean the occurrence of any of the following circumstances:

(a) Any misappropriation of Company funds or other Company property by the Manager;

(b) The Manager's conviction of or plea of *nolo contendere* to any felony or of or to any crime involving moral turpitude;

(c) The Manager's engagement in illegal, immoral, dishonest, fraudulent or other similar conduct tending to place the Manager or the Company, by association with the Manager, in disrepute or to subject the Company to substantial financial loss or substantial loss of business; or

(d) The Manager's "dereliction of duty" in the sense of persistent neglect or material or cumulative negligence by the Manager in the Manager's performance of his or her obligations under this Agreement, or willful and repeated failure by the Manager to perform the Manager's obligations under this Agreement; provided that the Company or one of the Members shall have first given the Manager written notice of such dereliction of duty specifying a period of at least 30 days to cure such dereliction of duty and such dereliction of duty shall not have been cured within such period; provided that no such notice and opportunity to cure shall be required if there has been a pattern of dereliction of duty by the Manager, as evidenced by the giving by the Company or one of the Members to the Manager during the 12-month period preceding the situation or occurrence in question of two or more previous bona fide notices and opportunities to cure under this Section 5.6.3 or the giving by the Company or one of the Members to the Manager of an aggregate of more than five such notices and opportunities to cure under this Section 5.6.3.

5.6.4 Effect on Status as Member. The resignation or removal of a Manager who is also a Member shall not affect the Manager's rights as a Member nor constitute a withdrawal of the Manager in any capacity as a Member.

5.7 Vacancies. Any vacancy occurring for any reason in the position of Manager shall be filled by a unanimous vote of the Members (other than any Member which was previously removed as Manager pursuant to Section 5.6.3).

5.8 Right to Rely on the Manager. Subject to obtaining any required approval of the Members, as provided herein, the signature of the Manager shall be necessary and sufficient to acquire and convey title to any Company property or to execute any promissory notes, security agreements, trust deeds, mortgages or other instruments of hypothecation or any other agreements or documents necessary to effectuate any provision of this Agreement or carry out the purposes of the Company, and a copy of this Agreement may be shown to the appropriate parties in order to confirm the same. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by the Manager as to:

- (a) The identity of any Member or Manager;
- (b) The existence or nonexistence of any fact or facts that constitute a condition precedent to acts by a Manager or a Member or that are in any other manner germane to the business or affairs of the Company;
- (c) The Persons that are authorized to execute and deliver any instrument or document of the Company; and
- (d) Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member that involves the apparent carrying on in the usual way the business or affairs of the Company.

5.9 Time Devoted to Management. The Manager shall be required to devote only such time to the affairs of the Company as the Manager determines in his sole discretion may be reasonably necessary to manage and operate the Company.

5.10 Other Activities. The Managers and the Members, and any of their Affiliates, may engage or possess an interest, independently or with others, in other businesses or ventures of every nature and description, including without limitation the acquisition, ownership, development, operation and lease or sale of real property, either directly or as a partner, member of a limited liability company, or shareholder of a corporation. The Manager and the Members are specifically allowed to engage or possess an interest in other businesses or ventures which may be in competition with Company.

ARTICLE 6. -- ACCOUNTING AND RECORDS

6.1 Books of Account. The Company shall maintain records and accounts of all of its operations and expenditures. At a minimum the Company shall keep at its principal place of business the following records:

(a) A current and a past list, setting forth the full name and last known mailing address of each Member and Manager, set forth in alphabetical order;

(b) A copy of the Articles of Organization and all articles of amendment thereto, together with executed copies of any powers of attorney pursuant to which any articles have been executed;

(c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years or, if such returns and reports were not prepared for any reason, copies of the information and records provided to, or which should have been provided to, the Members to enable them to prepare their federal, state and local tax returns for such period;

(d) Copies of any effective written operating agreements, and all amendments thereto, and copies of any written operating agreements no longer in effect;

(e) Copies of any financial statements of the limited liability company for the three most recent years;

(f) Copies of any written promise by a Member to make a contribution to the Company;

(g) Copies of any written consents by the Members to the admission of any person as a Member of the Company; and

(h) Copies of any other instruments or documents reflecting matters required to be in writing pursuant to this Agreement.

6.2 Access to Books and Records of the Company. Each Member may (a) inspect and copy during ordinary business hours, at the reasonable request and at the expense of such Member, any of the Company's records required to be kept under Section 6.1, (b) from time to time upon reasonable demand, obtain true and full information regarding the state of the business and financial condition of the Company, and (c) have an accounting of the affairs of the Company whenever circumstances render it just and reasonable. Upon withdrawal or departure as a Member of the Company, a Member shall deliver all Company books and records in his, her or its possession to the remaining Company Members or Managers.

6.3 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6.4 Accounting Reports. As soon as practical after the close of each fiscal year, the Company shall furnish to each Member an unaudited financial report of the activities of the Company for the preceding fiscal year, including the balance sheet of the Company as of the end of such year and a statement of income or loss for such year. Additionally, quarterly unaudited financial reports will be available upon request.

6.5 Tax Returns. The Company shall prepare and timely file all required federal and state income tax returns. As soon as practical after the end of each fiscal year, the Company shall furnish to each Member a statement suitable for use in the preparation of the Member's income tax return.

6.6 Tax Matters Member. For purposes of the Code and any comparable provisions of State Law, the "Tax Matters Partner" shall be Juan Tobon.

ARTICLE 7. -- ALLOCATIONS AND DISTRIBUTIONS

7.1 Allocation of Net Profit and Loss - In General.

7.1.1 Allocation of Net Profit or Loss. The net profit or net loss of the Company for any fiscal year shall be allocated among the Members in accordance with their respective Percentage Interests.

7.1.2 Limitation. The net loss allocated to each Member for any Company fiscal year pursuant to Section 7.1.1 and this Section 7.1.2 shall not exceed the maximum amount of net loss that can be so allocated without causing such Member to have a Deficit Capital Account at the end of the fiscal year. All net losses in excess of the limitation set forth in this Section 7.1.2 shall be allocated to the other Members who do not have Deficit Capital Accounts in proportion to their respective Percentage Interests.

7.2 Other Allocation Rules.

7.2.1 General. Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, credit, and any other allocations not otherwise provided for shall be divided among the Members in accordance with their Percentage Interests, or as otherwise may be required under the Code and the Regulations thereunder.

7.2.2 Allocation of Excess Nonrecourse Liabilities. Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulation Section 1.752-3(a)(3), the Members' interests in the Company's profits shall be their respective Percentage Interests.

7.2.3 Allocations in Connection with Varying Interests. If, during a Company fiscal year, there is (i) a permitted transfer of all or a part of a Member's interest in the Company, or (ii) the admission or withdrawal of a Member, net profit, net loss, each item thereof, and all other tax items of the Company for such fiscal year shall be divided and allocated among the Members by taking into account their varying interests during such fiscal year in accordance with Code Section 706(d) and using any conventions permitted by law and selected by the Manager.

7.3 Determination of Net Profit or Loss. The net profit or net loss of the Company, for each fiscal year or other period, shall be an amount equal to the Company's taxable income or loss for such period, determined in accordance with Code Section 703(a), with the following adjustments:

(a) all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1), including income and gain exempt from federal income tax, shall be included in taxable income or loss;

(b) expenditures described in Code Section 705(a)(2)(b) or treated as Code Section 705(a)(2)(b) expenditures pursuant to Regulation Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing net profit or loss shall be subtracted from such taxable income or loss;

(c) any adjustment to the book value of the assets of the Company pursuant to Section 3.4 shall be treated as an item of gain or loss, as the case may be;

(d) for purposes of computing taxable income or loss on the disposition of an item of Company property or for purposes of determining the cost recovery, depreciation, or amortization deduction with respect to such property, the Company shall use such property's book value determined in accordance with Regulation Section 1.704-1(b); and

7.4 Mandatory Tax Allocations Under Code Section 704(c). In accordance with Code Section 704(c) and Regulation Section 1.704-3, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial book value computed in accordance with Section 7.3(b). Prior to the contribution of any property to the Company that has a fair market value that differs from its adjusted tax basis in the hands of the contributing Member on the date of contribution, the Manager shall agree upon the allocation method to be applied with respect to that property under Regulation Section 1.704-3. The same procedure shall apply to any revaluation of Company property as permitted under Regulation Section 1.704-1(b)(2)(iv)(f).

Allocations pursuant to this Section 7.4 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of net profit, net loss, or other items as computed for book purposes, or distributions pursuant to any provision of this Agreement.

7.5 Distributions. The Company shall make distributions of Distributable Cash to the Members from time to time, to the extent permitted by the Act. Each distribution shall be made to all Members, and divided among the Members in proportion to their Percentage Interests. All such distributions shall be made only to the Persons who, according to the books and records of the Company, are the holders of record of the Economic Interests in respect of which such distributions are made on the actual date of distribution.

7.6 Distribution to Pay Tax Liabilities. Within ninety days after the end of each fiscal year, the Company shall make a distribution in an amount equal to at least (a) the Company's net taxable income during the fiscal year multiplied by (b) the lesser of (i) forty-five percent or (ii) the sum of the maximum federal and state individual income tax rates of any Member in effect for the fiscal year (taking into account the deductibility of state taxes for federal income tax purposes), less (c) the amount of any distributions made by the Company during the fiscal year (other than distributions made during the fiscal year that were required to be made under the provisions of this Section with respect to a prior fiscal year). For purposes of this Section, the Company's net taxable income shall be the net excess of items of recognized income and gain over the items of recognized loss and deduction reported on the Company's federal income tax return for the taxable year with respect to which the distribution is being made. The Company's obligation to make such distribution is subject to the restrictions governing distributions under the Act.

ARTICLE 8.-- DISSOLUTION AND LIQUIDATION

8.1 Events of Dissolution. Except as otherwise provided in this Agreement, the Company shall dissolve upon the earlier of:

- (a) the unanimous written consent of the Members to dissolve;
- (b) upon the entry of a decree of dissolution with respect to the Company by a court of competent jurisdiction;
- (c) upon the sale, transfer or other disposition of all or substantially all of the Company's assets in accordance with the Operating Agreement; or
- (d) when the Company is not the surviving entity in a merger or consolidation under the Act.

The Members agree that, except as provided in this Section 8.1, the Company shall not be dissolved and the business of the Company shall be continued by the remaining Members upon the occurrence of any Dissolution Event with respect to a Member.

8.2 Liquidation Upon Dissolution and Winding Up. Upon the dissolution of the Company, the Manager shall wind up the affairs of the Company. A full account of the assets and liabilities of the Company shall be taken. The assets shall be promptly liquidated and the proceeds thereof applied as required by the Act. Upon discharging all debts and liabilities, all remaining assets shall be distributed to the Members or their representatives by the end of the taxable year in which the liquidation occurs (or, if later, within ninety (90) days after the date of such liquidation) in proportion to the positive balances of their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year during which the liquidation occurs (other than those made pursuant to this Section 8.2). With the approval of the Manager and a Majority Percentage Interest of the Members, the Company may, in the process of winding up the Company, distribute property in kind, in which case the Members' Capital Account balances shall be adjusted in accordance with Regulation Section 1.704-1(b)(2)(iv)(e).

8.3 No Obligation to Restore Negative Capital Account Balance. No Member shall have any obligation to make any capital contribution to the Company to eliminate the negative balance, if any, of such Member's Capital Account, and any such negative balance shall not be considered a debt owed by such Member to the Company or to any other person for any purpose whatsoever.

ARTICLE 9.-- TRANSFER OF MEMBER'S MEMBERSHIP INTEREST

9.1 General Restriction on Transfer. No Membership Interest in the Company shall be sold, assigned, pledged, encumbered, awarded, confirmed, or otherwise transferred, for consideration or otherwise, whether voluntarily, involuntarily, or by operation of law, and no purported transferee shall be recognized as a Member of the Company for any purpose whatsoever except with the prior written consent of the Manager, which consent may be given or withheld, conditioned or delayed (as allowed by this Agreement or the Act), in Manager's sole and absolute discretion. Transfers in violation of this Article 9 shall only be effective to the extent set forth in Section 9.3. After the consummation of any transfer of any part of a Membership Interest, the Membership Interest so transferred shall continue to be subject to the terms and provisions of this Agreement and any further transfers shall be required to comply with all the terms and provisions of this Agreement. For purposes of this Agreement, if a Member is an entity, a transfer of 50% or more of the ownership or control of such entity shall constitute an impermissible transfer hereunder except in the case of transfers otherwise permitted hereunder.

9.2 Transfers to Permitted Transferees. The Economic Interest of any Member may be transferred without the prior written consent of the Manager or Members to a Permitted Transferee, it being agreed that, in executing this Agreement, the Manager and each Member has consented to such transfers.

9.3 No Effect to Transfers in Violation of Agreement. Upon any transfer of a Membership Interest in violation of this Article 9, the transferee shall have no right to vote or participate in the management of the business, property and affairs of the Company or to exercise

any rights of a Member. Such transferee shall only be entitled to become an Assignee and thereafter shall only receive the share of one or more of the Company's profits, losses and distributions of the Company's assets to which the transferor of such Economic Interest would otherwise be entitled. Notwithstanding the immediately preceding sentences, if, in the determination of the Members, a transfer in violation of this Article 9 would cause the tax termination of the Company under Code Section 708(b)(1)(B), the transfer shall be null and void and the purported transferee shall not become either a Member or an Assignee.

Upon and contemporaneously with any transfer (whether arising out of an attempted charge upon that Member's Economic Interest by judicial process, a foreclosure by a creditor of the Member or otherwise) of a Member's Economic Interest (other than in accordance with Section 9.2) which does not at the same time transfer the balance of the rights associated with the Membership Interest transferred by the Member (including, without limitation, the rights of the Member to vote or participate in the management of the business, property and affairs of the Company), the Company shall purchase from the Member, and the Member shall sell to Company for a purchase price of one hundred dollars (\$100), all remaining rights and interests retained by the Member that immediately before the transfer were associated with the transferred Economic Interest. Such purchase and sale shall not, however, result in the release of the Member from any liability to the Company as a Member.

Each Member acknowledges and agrees that the right of the Company to purchase such remaining rights and interests from a Member who transfers a Membership Interest in violation of this Article 9 is not unreasonable under the circumstances existing as of the date hereof.

9.4 Voluntary Sale or Transfer of Membership Interest.

9.4.1 Notice. Except with respect to transfers permitted by Section 9.2 above, no voluntary sale or transfer of Membership Interests is allowed for the first 24 months after execution of this Operating Agreement, unless approved in writing from the Manager. Thereafter, if any Member (the "**Transferor**") desires to sell, assign, or otherwise transfer any or all of its Membership Interest to any person or entity, other than to a Permitted Transferee, the Transferor shall give notice to the Manager and each of the other Members (an "**Offer Notice**") specifying the name and address of the proposed transferee, describing the portion of the Member's Membership Interest proposed to be transferred (the "**Offered Interest**"), stating the price proposed to be paid by the proposed transferee for the Offered Interest (the "**Offered Price**"), and specifying all other terms and conditions of the proposed sale or transfer.

9.4.2 Offer. Delivery of an Offer Notice to the Manager and the other Members shall constitute an offer by the Transferor on the date of such delivery (the "**Offer Date**") to sell the Offered Interest to the other Members at a purchase price (the "**Purchase Price**") equal to the Offered Price in accordance with this Section 9.4.2. If the Offered Interest is proposed to be sold for consideration other than solely cash, the Offered Price shall be deemed to be the sum of the fair market value of the consideration other than cash offered for the Offered Interests, plus any cash consideration so offered.

9.4.3 Terms and Conditions. Each purchase of the Offered Interest pursuant to this Section 9.4 shall be made in accordance with the following terms and conditions:

(a) The rights of the Members other than the Transferor Member (each, a “**Transferee Member**”) to acquire the Offered Interest shall extend to any one or more of them; provided, however, that said right shall be extended to all Transferee Members willing to exercise the same without preference and shall be allocated equally among them unless otherwise agreed by the Transferee Members.

(b) Within the period ending thirty (30) days after receipt of the Offer Notice (the “**Member Offer Period**”) each Transferee Member shall deliver to the Manager notice of acceptance of the offer (the “**Member Acceptance Notice**”) specifying the portion of Offered Interest that it agrees to purchase (the “**Accepted Interest**”). If any Transferee Member does not elect to purchase its pro-rata share of the Offered Interest (computed in accordance with Section 9.4.3(a)), then the other Transferee Members may, within the period ending fifteen (15) days after the expiration of the original Member Offer Period (the “**Additional Member Offer Period**”) elect to purchase any portion of the Offered Interest which a Transferee Member has not elected to purchase by delivering to the Company an additional Member Acceptance Notice specifying the additional portion of the Offered Interest that it agrees to purchase.

(c) Delivery of a Member Acceptance Notice to the Manager shall create a binding contract between the Member delivering the Member Acceptance Notice (a “**Purchaser**”) and the Transferor for the purchase and sale, at the Purchase Price and on the terms described below, of the Accepted Interest.

(d) The transfer of an Accepted Interest to a Purchaser shall be consummated on the terms set forth in the Offer Notice on a date set by the Company (the “**Closing Date**”), which date shall be not less than thirty (30) nor more than forty-five (45) days after expiration of the Member Offer Period (or, if applicable, the Additional Member Offer Period), applicable to the Offered Interest. Within seven (7) days after the expiration of the Member Offer Period (or, if applicable, the Additional Member Offer Period), applicable to the Offered Interest, the Manager shall give notice to the Transferor and the other Members, specifying the Offered Interest(s) to be purchased by the Purchaser(s) and specifying the Closing Date.

9.4.4 Failure to Exercise Purchase Option. If the purchase option under this Section 9.4 is not exercised with respect to all of the Offered Interest, then each of the persons who succeed to any portion of the Transferor's Interest as to which such purchase option was not exercised shall be an Assignee of the Transferor, but shall not be a Member unless admitted as a Member in accordance with Section 3.2.

9.5 Dissolution Events.

9.5.1 Right to Purchase. Upon the occurrence of a Dissolution Event with respect to a Member, such Member shall be deemed a Transferor, and each of the other Members shall have the right described in Section 9.4 to purchase such Member's Membership Interest on the same terms and conditions as if such Member had made an offer to sell its Membership Interest pursuant to Section 9.4, provided that the Offered Price shall be the amount described in Section 9.5.3 below.

9.5.2 Notice. Within thirty (30) days after the occurrence of a Dissolution Event, the Transferor or its trustee in bankruptcy, personal representative, guardian, executor, or administrator (as appropriate) shall give notice to the Manager of such event, specifying the date of such event, describing in reasonable detail the nature of the event, the Membership Interest affected, and, if applicable, the price or value for the Membership Interest, if any, offered by any person or decreed by a court in connection with such event. Such notice shall be deemed to be the Offer Notice for purposes of Section 9.4.1 and the Membership Interest affected shall be the Offered Interest. If the Manager has not received this notice upon the expiration of the thirty (30) day period, any Member who has knowledge of such event may give notice to the Company at any time after the end of such period, and the notice shall be deemed to be the Offer Notice for all purposes of this Agreement.

9.5.3 Offered Price. For purposes of this Section 9.5, the Offered Price shall be equal to the Determined Price (as defined below). The Offered Price shall be payable, together with interest at the rate of eight percent (8%) per annum, in equal monthly installments sufficient to amortize payment of the Offered Price over a term of five (5) years. The first payment shall be due three (3) months after the date of exercise of the option, and subsequent payments shall be due on the same day of each month thereafter until paid in full. The Interest of the Transferor shall immediately vest in the Purchaser(s) upon delivery of notice of exercise of the option to purchase hereunder. This right shall be in addition to and not in substitution for any right afforded by law, such as damages and other relief not inconsistent therewith.

9.5.4 Determined Price. The "**Determined Price**" means the fair market value of such Transferor's Offered Interest under this Agreement as of the date of the relevant event of transfer. If the parties are not able to agree upon the fair market value at any such time, they shall agree upon a Member of the Appraisal Institute (MAI) practicing in the State of Missouri to determine such value, and the same shall be binding on all parties. In the event the parties are unable to agree upon such an appraiser, one shall be designated by the established procedure of the Appraisal Institute when requested to name an impartial appraiser, and its decision shall be binding on all parties. The selling Member shall pay for the cost of the appraisal.

9.6 Admission of Assignee as Substituted Member. Subject to the other provisions of this Article 9, an Assignee of a Membership Interest in the Company may be admitted to the Company as a substituted Member, but only upon satisfaction of all of the following conditions:

9.6.1 The Manager consents to such admission, which consent shall not be unreasonably withheld;

9.6.2 The Members consent to the terms of such Assignee's participation in the management, profits, losses and distributions of the Company, which consent shall not be unreasonably withheld;

9.6.3 The Assignee becomes a party to this Agreement as a Member by executing a counterpart signature page to this Agreement and executing such documents and instruments as the Manager may reasonably request as necessary or appropriate to confirm such Assignee as a Member in the Company and such assignee's agreement to be bound by the terms and conditions of this Agreement;

9.6.4 The Assignee pays or reimburses the Company for all reasonable costs, including attorneys' fees, that the Company incurs in connection with the admission of the Assignee as a Member; and

9.6.5 If the Assignee is not a natural person of legal majority, the Assignee provides the Company with evidence reasonably satisfactory to counsel for the Company of the authority of the Assignee to become a Member and to be bound by the terms and conditions of this Agreement.

9.7 Effect of Admission of Substituted Member. A substituted Member shall have, to the extent of the Membership Interest transferred to him or her, the rights and powers, and be subject to the restrictions and liabilities, of a Member and shall be liable for any obligations of the assignor of such interest to make capital contributions but shall not be obligated for liabilities reasonably unknown to the substituted Member at the time of becoming a Member. Notwithstanding the admission of a substituted Member, the assignor shall not be released from the assignor's liability to the Company but will cease to possess any rights of a Member (if one before the transfer) with respect to the Membership Interest in the Company that was transferred when the Assignee becomes a substituted Member.

9.8 Distributions and Allocations to Transferred Interests. Upon any transfer of a Membership Interest in the Company or any portion thereof during any fiscal year of the Company made in compliance with the provisions of this Article 9, net profits, net losses, each item thereof and all other items attributable to such interest for such fiscal year shall be divided and allocated between the assignor and the Assignee by taking into account their varying interests in the Company during such fiscal year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Manager. All distributions on or before the date of such transfer shall be made to the assignor and all distributions thereafter shall be made to the Assignee.

ARTICLE 10. -- LIMITATION OF LIABILITY; INDEMNIFICATION

10.1 Indemnification of Managers and Members. Except as otherwise provided in this Article, the Company shall indemnify any Member or Manager (and may indemnify any employee or agent) of the Company who was or is a party or is threatened to be made a party to a potential, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the

right of the Company, by reason of the fact that such person is or was a Member, Manager, employee or agent of the Company. Indemnification shall be limited to expenses, including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit or proceeding, if, **and only if**, the person acted in good faith and in a manner the person reasonably believed to be in the best interests of the Company. For persons other than Members or Managers of the Company, indemnification shall only be made after an affirmative vote of a Majority Percentage Interest. The right to indemnification conferred in this Section 10.1 shall be a contract right and shall include the right to be paid by the Company the expenses incurred in defending any such proceeding in advance of its final disposition; provided, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Company of an undertaking, by or on behalf of such Manager or Member; to repay all amounts so advanced if it shall ultimately be determined that such Manager or Member is not entitled to be indemnified under this Section 10.1 or otherwise; provided, further, no Manager or Member shall be entitled to be paid such expenses in advance of final disposition in a proceeding that is brought against such Manager by the Company or one of the Members.

The right to indemnification and payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section 10.1 shall not be exclusive of any other right any Manager or Member may have or hereafter acquire under any statute, this Agreement, vote of Members or otherwise.

No repeal or modification of the Act or this Section 10.1 shall adversely affect any right of a Manager or Member to indemnification existing at the time of such repeal or modification for or with respect to indemnification related to an act or omission of such Manager or Member occurring prior to such repeal or modification.

10.2 Limitation of Liability. No Member or Manager shall have liability to the Company or its Members for monetary damages for conduct as a Member or Manager, except for acts or omissions that involve a breach of this Agreement, intentional misconduct, negligence, a knowing violation of law, or for any transaction from which the Member or Manager has personally received a benefit in money, property or services to which the Member or Manager was not legally entitled.

ARTICLE 11. -- MISCELLANEOUS

11.1 Notices. Any notice or other communication required or permitted under this Agreement shall be deemed to have been duly given if delivered personally to the party to whom directed or, if mailed, by registered or certified mail, postage and charges prepaid, addressed (a) if to a Member, to the Member's address specified on attached Exhibit B, and (b) if to the Company, to the Company's address specified in Section 1.5. Any such notice shall be deemed to be given when personally delivered or, if mailed, five (5) business days after the date of mailing. A Member or the Company may change its address for purposes of notices hereunder by giving notice specifying such changed address in the manner specified in this Section 11.1.

11.2 Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Missouri.

11.3 Jurisdiction and Venue. In the event that any suit is brought arising out of or in connection with this Agreement, the parties consent to the jurisdiction of, and agree that sole venue will lie in the state and federal courts located in Kansas City, Missouri.

11.4 Amendments. This Agreement may not be amended except by the unanimous written agreement of the Members.

11.5 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

11.6 Headings. The headings in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement.

11.7 Waivers. The failure of any person to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

11.8 Remedies. The rights and remedies of the parties hereunder shall not be mutually exclusive, and the exercise of any one right or remedy shall not preclude or waive the right to exercise any other remedies. Said rights and remedies are in addition to any other rights the parties may have by law or otherwise.

11.9 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

11.10 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and permitted assigns.

11.11 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

11.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

11.13 Arbitration Agreement. By signing this Operating Agreement, the Members and Managers agree that, in the event of any dispute or claim arising out of or relating to this Agreement, SUCH DISPUTE OR CLAIM SHALL BE RESOLVED BY SUBMISSION TO

FINAL AND BINDING ARBITRATION IN LOS ANGELES COUNTY, MISSOURI BEFORE A RETIRED JUDGE OR JUSTICE. BY AGREEING TO ARBITRATE, EACH MEMBER AND MANAGER WAIVES ANY RIGHT HE, SHE OR IT HAS TO A COURT OR JURY TRIAL. If the parties are unable to mutually agree on a retired judge or justice, then each side will name one retired judge or justice and the named retired judge or justices will select a neutral judge or justice who will act as the sole arbitrator. Each party will pay the fees of the arbitrator equally.

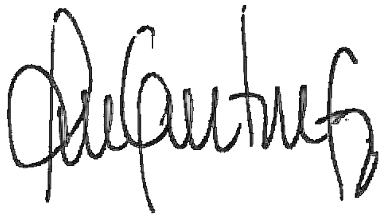
In arbitration, the parties shall both be entitled to conduct discovery in accordance with the provisions of the Missouri Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery and, in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

[Signature page follows]

Executed as of the date first above written by the undersigned.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Member

A handwritten signature in black ink, appearing to read "D. G. Smith", written in a cursive style.

By:

CSN Holdings LLC

Exhibits

Exhibit A: Percentage Interests

Exhibit B: Member Addresses

Exhibit A**Percentage Interests**

Name	Percentage Interest	Capital Contribution
CSN HOLDINGS LLC	100%	\$820,000.00
Total	100%	\$820,000.00

Exhibit B

Member Addresses

Name	Address
CSN HOLDING SLLC	11709 Roe Suite D#166 Leawod KS 66211

COMPANY'S RESOLUTIONS

I, the undersigned, the Manager of STKC Properties LLC, a Missouri limited liability company ("Company"), hereby certify that the following is a true and correct copy of certain resolutions unanimously adopted by the Members of the Company pursuant to a unanimous written consent:

* * * *

RESOLVED, that the issuance and sale by the City of Gladstone, Missouri (the "City"), of \$4,070,000 maximum principal amount of Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019 (the "Bonds"), pursuant to Ordinance No. 4266 (the "Ordinance") that authorized issuance of the Bonds and execution of certain documents related thereto, in order to provide funds to finance an economic development project for the Company consisting of the complete renovation of the apartment complex to be known as the "Royal Park Apartment Homes," including both structural and non-structural improvements, new water lines, new roofing and balconies, and other significant improvements as further described in the Indenture (collectively, the "Project"), be and it is hereby approved.

FURTHER RESOLVED, that, in connection with the issuance and sale of said Bonds, the form, as submitted to the Board of Directors, of the proposed documents set forth below, be, and the same hereby are, approved with such changes therein as shall be approved by the officer signing said documents on behalf of this Company, the execution of said documents by such officer to be conclusive evidence of his approval thereof:

- (a) Bond Purchase Agreement dated as of March 28, 2019 (the "Bond Purchase Agreement"), between the City and the Company;
- (b) Lease Agreement dated as of March 1, 2019 (the "Lease Agreement"), between the City and the Company;
- (c) Performance Agreement dated as of March 1, 2019 (the "Performance Agreement"), between the City and the Company; and
- (d) Quitclaim Deed dated March 28, 2019 (the "Deed"), from the Company in favor of the City.

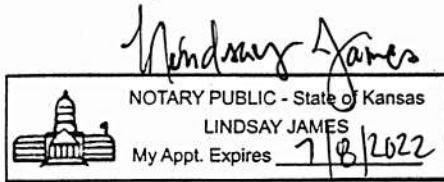
FURTHER RESOLVED that the Trust Indenture dated as of March 1, 2019, between the City and Security Bank of Kansas City, as trustee, relating to the Bonds (including the form of Bond set forth therein) is in substantially the same form presented and is duly authorized and approved by the corporation for execution and delivery by the City.

FURTHER RESOLVED, that Juan Tobon, the Manager of the Company, is authorized and directed to execute and deliver said documents on behalf of and in the name of this Company.

FURTHER RESOLVED, that the officers of this Company be, and hereby are, authorized and directed to do and perform all such acts and things and to sign all such documents and certificates as may be necessary or advisable or convenient and proper to carry out the intent of the foregoing resolutions and fully to comply with the provisions of said documents.

I further certify that said resolutions have not been modified, amended or repealed and are in full force and effect as of the date hereof.

WITNESS my hand and seal this 21st day of March, 2019.



By: [Signature]
Manager, STKC Properties LLC, a Missouri
limited liability company

PURCHASER'S RECEIPT AND REPRESENTATION LETTER

City of Gladstone, Missouri
City Hall
7010 N. Holmes Street
Gladstone, Missouri 64118

Security Bank of Kansas City
701 Minnesota Avenue
Kansas City, Kansas 66101
Attention: Corporate Trust Department

Re: \$4,070,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019, of the City of Gladstone, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the "Bonds"), the undersigned purchaser of the Bonds hereby represents, warrants and agrees as follows:

1. The undersigned purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of March 1, 2019 (the "Indenture"), between the City of Gladstone, Missouri (the "City") and Security Bank of Kansas City, as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to STKC Properties LLC, a corporation organized and existing under the laws of the State of Missouri (the "Company"), under a Lease Agreement dated as of March 1, 2019 (the "Lease"), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.
2. The undersigned purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a present view toward its distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.
3. The undersigned purchaser agrees not to attempt to offer, sell, hypothecate (except in connection with a collateral pledge of the Bond as security for a financing) or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and upon receipt of any required opinion of counsel acceptable to the City and the Company that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

4. The Company has (a) furnished to the undersigned purchaser such information about itself as the undersigned deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the undersigned, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the Company and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information that it has requested.

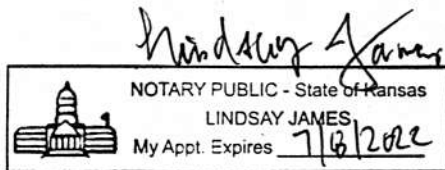
5. The undersigned purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of the terms and risks of the Bonds. The undersigned believes that the Bonds that it is acquiring is a security of the kind that it wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

6. The undersigned is fully aware of and satisfied with (a) the current status of the title to the Project and any issues related thereto and (b) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

7. The undersigned understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

8. The undersigned hereby directs the Trustee to hold the Bonds in trust pursuant to **Section 204(c)** of the Indenture.

Date: March 21, 2019.



STKC PROPERTIES LLC

By: 
Name: Juan Tobon
Title: Manager

Space above for Recorder's use only.

DOCUMENT COVER PAGE

TITLE OF DOCUMENT: Quitclaim Deed

DATE OF DOCUMENT: March 28, 2019

GRANTOR: STKC PROPERTIES, LLC, a Missouri limited liability company

Mailing Address: 11709 Roe Ave., Suite D#166
Leawood, Kansas 66211
Attn: Juan Tobon

GRANTEE: THE CITY OF GLADSTONE, MISSOURI, a third class city

Mailing Address: 7010 North Holmes
Gladstone, Missouri 64118
Attn: City Manager

LEGAL DESCRIPTION(S): See Exhibit A

REFERENCE DOCUMENT(S): N/A

After recording return to: Armstrong Teasdale LLP
2345 Grand Blvd., Suite 1500
Kansas City, Missouri 64108
Attn: Richard C. McConnell

QUITCLAIM DEED

THIS INDENTURE, made as of the 28th day of March, 2019, by **STKC PROPERTIES, LLC**, a Missouri limited liability company ("Grantor"), and the **CITY OF GLADSTONE, MISSOURI**, a third class city and political subdivision duly organized and existing under the laws of the State of Missouri ("Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION given by Grantee, the receipt of which is hereby acknowledged, does by these presents REMISE, RELEASE and QUIT-CLAIM unto the said Grantee, any and all right, title and interests Grantor may have in and to the property situated in the County of Clay and the State of Missouri more particularly described on Exhibit A attached hereto.

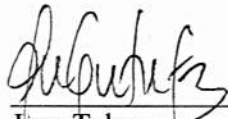
TO HAVE AND TO HOLD the same, together with all the rights, immunities, privileges, and appurtenances to the same belonging, unto the said Grantee, and to the heirs and assigns of such party forever, but in each case subject to all matters of record in Clay County, Missouri, as of the date of this Indenture. So that neither the Grantor, nor the heirs or assigns, or any other person or entity for it or in its name or behalf (other than persons or entities that are grantees or other beneficiaries under matters of record) shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but it and every one of them shall be excluded and forever barred.

[signature appears on following page]

IN WITNESS WHEREOF, the said Grantor has executed these presents the day and year first above written.

GRANTOR:

STKC Properties, LLC,
a Missouri limited liability company

By: 
Name: Juan Tobon
Title: Manager

Kansas
STATE OF ~~MISSOURI~~)
) SS.

COUNTY OF Johnson)

On this 21st day of March, 2019, before me appeared Juan Tobon, to me personally known, who, being by me duly sworn did say that s/he is the Manager of STKC Properties, LLC, a Missouri limited liability company, and acknowledged that s/he executed the same as the free act and deed of said company and is acting for and on behalf of and as the Manager of said company.

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


Notary Public

Printed Name: LINDSAY JAMES

My Commission Expires:
7/10/2022

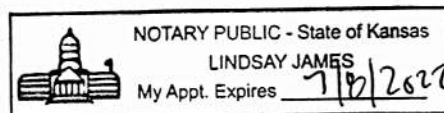


EXHIBIT A

to Quitclaim Deed

Legal Description

All that part of Tract 1 as shown on the Plat of Hamilton Heights, a subdivision in the city of Gladstone, Clay County, Missouri, described as follows:

Beginning at the Southeast corner of said Tract 1; thence North 0 degrees 35 minutes 15 seconds East in the East line of said Tract 305.0 feet to the Northeast corner thereof; thence West in the North line of said Tract 350.0 feet; thence South 0 degrees 35 minutes 15 seconds West and parallel to the East line of said Tract 305.0 feet to the South line thereto; thence East 350.0 feet to the point of beginning except the South 10.0 feet to the City of Gladstone, Missouri, except that part lying within 72nd Street.

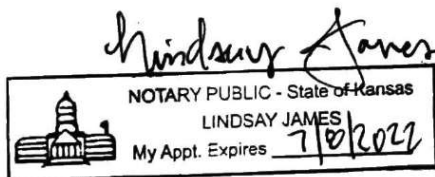
Requisition No. 1
Date: March 28, 2019

REQUISITION CERTIFICATE

TO: SECURITY BANK OF KANSAS CITY, AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF MARCH 1, 2019, BETWEEN CITY OF GLADSTONE, MISSOURI, AND THE TRUSTEE, AND LEASE AGREEMENT DATED AS OF MARCH 1, 2019, BETWEEN THE CITY OF GLADSTONE, MISSOURI, AND STKC PROPERTIES LLC

The undersigned Authorized Company Representative requests that the total costs shown on **Schedule 1** attached hereto be paid for Project Costs (as defined in said Lease) in such amounts, to such payees and for such purposes as set forth on **Schedule 1** attached hereto.

We hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the acquisition, installation and equipping of the Project, have been properly incurred and are a proper charge against the Project Fund, and have been paid by or are justly due to the persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund; (ii) as of this date, except for the amounts referred to above, there are no, to the best of our knowledge, outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the acquisition, installation and equipping of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof; and (iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any moneys from the Project Fund in any previous or pending application for payment made pursuant to said Lease.



STKC PROPERTIES LLC,
a Missouri limited liability company

By:
Name: Juan Tobon
Title: Manager

SCHEDULE 1 TO REQUISITION CERTIFICATE

\$4,070,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF GLADSTONE, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(ROYAL PARK APARTMENT HOMES PROJECT)
SERIES 2019

PROJECT COSTS

Costs of issuance to be paid from Company funds deposited in the Costs of Issuance Fund:

Payee	Description	Amount
Armstrong Teasdale LLP	Bond Counsel fees	\$15,000.00
Armstrong Teasdale LLP	Reimbursement of out of pocket fees and expenses, including certified mailings for notice to taxing districts	240.92
Armstrong Teasdale LLP	Reimbursement to Bond Counsel for payment to Development Dynamics for preparation of cost benefit analysis	4,350.00
Superior Title	Title Fees	877.50
Rouse Fretz White Goss Gentile Rhodes, P.C.	Lender counsel fees and expenses	950.00
Security Bank of Kansas City	Trustee fees and expenses	3,000.00
McDowell, Rice, Smith and Buchanan, PC	Company counsel fees and expenses	7,500.00
Total		\$31,918.42

Costs of the Project to be paid from Bond proceeds deposited in the Project Fund:

Payee	Description	Amount
STKC Properties LLC	Reimburse for Costs of the Project (see summary attachment)	\$2,948,879.61



**Armstrong
Teasdale**

2345 Grand
Suite 1500
Kansas City, MO 64108-2617
Phone: 816.221.3420
Fax: 816.221.0786

Fed ID: 43-1274026

Attn: Scott Wingerson
City Manager
City of Gladstone
7010 N. Holmes Street
Gladstone, MO 64118

March 27, 2019
Invoice No. 2358475
File No. 38044

*Questions about your account? Contact us at
accountinginfo@ArmstrongTeasdale.com or 314.719.8270*

REMITTANCE COPY
Please return with payment

Matter	Matter Name	Fees	Disbursements	Total
3	French Riviera	15,000.00	4,590.92	19,590.92

TOTAL AMOUNT DUE: 19,590.92

**** PAYMENT IS DUE UPON RECEIPT ****

Please Remit Payment To:
ARMSTRONG TEASDALE LLP
Department Number 478150
P.O. Box 790100
St. Louis, MO 63179-9933

Remittance by Wire:
ABA Routing#: 081000605
Bank Name: Cass Commercial Bank
12412 Powerscourt Drive, Suite 175
St. Louis, MO 63131
Account #: 40052036
Account Name: Armstrong Teasdale LLP
7700 Forsyth Blvd., Suite 1800
St. Louis, MO 63105
Attn: Anne Simek
(314) 621-5070
Swift Code (International): CASSUS41



**Armstrong
Teasdale**

2345 Grand
Suite 1500
Kansas City, MO 64108-2617
Phone: 816.221.3420
Fax: 816.221.0786

Fed ID: 43-1274026

Attn: Scott Wingerson
City Manager
City of Gladstone
7010 N. Holmes Street
Gladstone, MO 64118

March 27, 2019
Invoice No. 2358475
File No. 38044

***Questions about your account?** Contact us at
accountinginfo@ArmstrongTeasdale.com or 314.719.8270*

SUMMARY OF INVOICE # 2358475

FOR PROFESSIONAL SERVICES THROUGH MARCH 27, 2019

Matter	Matter Name	Fees	Disbursements	Total
3	French Riviera	15,000.00	4,590.92	19,590.92
TOTAL AMOUNT DUE				19,590.92

**** PAYMENT IS DUE UPON RECEIPT ****



**Armstrong
Teasdale**

2345 Grand
Suite 1500
Kansas City, MO 64108-2617
Phone: 816.221.3420
Fax: 816.221.0786

Fed ID: 43-1274026

Attn: Scott Wingerson
City Manager
City of Gladstone
7010 N. Holmes Street
Gladstone, MO 64118

March 27, 2019
Invoice No. 2358475
File No. 38044 / 3

*Questions about your account? Contact us at
accountinginfo@ArmstrongTeasdale.com or 314.719.8270*

3 - FRENCH RIVIERA

FOR SERVICES RENDERED THROUGH MARCH 27, 2019:

For legal services rendered as bond counsel to the City of Gladstone, Missouri, with respect to the issuance of its Taxable Industrial Revenue Bonds (Royal Park Apartment Homes Project), Series 2019.

Total Services 15,000.00

Disbursements Summary		
------------------------------	--	--

Date	Cost	Amount
02/08/19	Reimbursement for costs paid to Development Dynamics with respect to the preparation of a tax impact report and cost benefit analysis.	4,350.00
03/27/19	Reimbursement for out-of-pocket costs and expenses related to the issuance of the Bonds.	240.92
	Total Disbursements	4,590.92
	Matter Total	19,590.92

SECURITY BANK OF KANSAS CITY CORPORATE TRUST DIVISION

STKC Properties, LLC
11709 Roe Avenue, Suite D # 166
Leawood, KS 66211
Attn: Juan Tobon

*Kathy Gellings
Security Bank of Kansas City
P.O. Box 171297
Kansas City, KS 66117*

TRUSTEE FEE BILLING - March 28, 2019

City of Gladstone, Missouri
Taxable IDR Bonds
Royal Park Apartment Homes Project
Series 2019

Trust Account 1-6332-10

One-Time Acceptance Fee - collected at closing:	\$1,500.00
First Year Annual Fee - due at closing	<u>\$1,500.00</u>
	<u>\$3,000.00</u>

YOUR BUSINESS IS APPRECIATED!

McDOWELL RICE
SMITH & BUCHANAN PC

REMIT TO:
605 W. 47TH STREET, SUITE 350
KANSAS CITY, MISSOURI 64112

PAYMENT DUE UPON RECEIPT (816) 753-5400

FIN 48-0915573

MARCH 28, 2019

STKC PROPERTIES LLC
11709 ROE SUITE D #166
LEAWOOD, KS 66211

FILE # C17141.000
INVOICE # 425122
PAGE # 1

ATTN: JUAN TOBON

RE: STKC PROPERTIES, LLC - GENERAL BUSINESS

FOR PROFESSIONAL SERVICES RENDERED THROUGH MARCH 28, 2019

FOR SERVICES RENDERED AS COUNSEL TO THE COMPANY, 8,171.00
IN CONNECTION WITH THE ISSUANCE AND SALE OF THE \$4,070,000
MAXIMUM PRINCIPAL AMOUNT OF TAXABLE INDUSTRIAL DEVELOPMENT
REVENUE BONDS (ROYAL PARK APARTMENT HOMES PROJECT), SERIES 2019,
OF THE CITY OF GLADSTONE, MISSOURI, AND VARIOUS MATTERS IN
CONNECTION THEREWITH, INCLUDING REVIEW OF VARIOUS DOCUMENTS,
CERTIFICATES AND AGREEMENTS AND THE DELIVERY OF OUR OPINION AS
COUNSEL TO THE COMPANY IN CONNECTION THEREWITH.

LESS ADJUSTMENT PER MS. MIDDEN (671.00)

TOTAL FEES 7,500.00

TOTAL CURRENT BILLING DUE: 7,500.00

=====

WIRE INSTRUCTIONS

ENTERPRISE BANK & TRUST

MCDOWELL, RICE, SMITH & BUCHANAN
OPERATING ACCOUNT
ACCOUNT #: 1090036991
ABA #: 081006162

**Rouse Frets White Goss Gentile Rhodes, P.C.
Enterprise Bank Operating Account Wiring Instructions**

To: Enterprise Bank
Kansas City, MO
ABA # 081006162

For further credit to: Rouse Frets White Goss Gentile Rhodes, P.C.
5250 West 116th Place, Ste 400
Leawood, KS 66211
4100000276

ROUSE FRETS WHITE GOSS GENTILE RHODES, P.C.
ATTORNEYS AT LAW

5250 West 116th Place
Suite 400
Leawood, Kansas 66211
Federal Tax ID No. 43-1706479

March 28, 2019

ARVEST Bank.
ATTN: Doug Miller

STATEMENT

RE: STKC Properties
OUR FILE: 11411.000

For services rendered in connection with
review and comment on loan documents
and advice on bond transaction.

Total:

\$950.00

SUPERIOR TITLE & ESCROW OF KANSAS CITY, LLC

4550 W. 109th Street, Suite 150, Overland Park, KS 66211
PH. 913-948-7780 -- FAX 913-948-7785

INVOICE

March 26, 2019

STKC Properties, LLC – Loan Modification

Title premium:	\$ 526.75
Abstract Fee	\$ 225.75
O&E Report	<u>\$ 125.00</u>
Total	\$ 877.50

Additional---Modification Recording fee

SUPERIOR TITLE & ESCROW OF KANSAS CITY, LLC

4550 West 109th Street, Suite 150
Overland Park, Kansas 66211

TEL: 913-948-7780
FAX: 913-948-7785

WIRE INSTRUCTIONS

US BANK, NA – 4901 W. 119TH STREET, OVERLAND PARK, KANSAS 66209

ABA/ROUTING #101000187

ACCT #145571013393

ACCOUNT NAME: SUPERIOR TITLE & ESCROW OF KANSAS CITY, LLC
ESCROW ACCOUNT

** Please reference our file number and/or the property address when sending the wire

We cannot accept ACH transfers

The title industry has experienced an increase in cyber-crimes. Despite title professionals tightening their internal controls, fraudsters are now targeting the consumer directly.

The newest version of these scams involves fraudulent emails. Fraudsters intercept email communications between the title company, realtors and/or the consumers. The fraudsters pretend to be the title company and send wire instructions directly to the consumers instructing them to send their cash to close to a fraudulent account.

We do not change our wire instructions. If you receive notification that our wire instructions have changed, please call us immediately.

Superior Title & Escrow of Kansas City, LLC4550 W 109th St, Suite 150

Overland Park, KS 66211

Phone: (913) 948-7780 \ Fax: (913) 948-7785

File No./Escrow No.: 18070009

Print Date & Time: 09/24/2018 04:03 PM

Officer/Escrow Officer: Fred R. Greenstein

Settlement Location: 4550 W 109th St, Suite 150, Overland Park, KS 66211

Property Address: 4 NW 72nd Street, Gladstone, MO 64118

Buyer: STKC Properties LLC

15955 NW 134th Circle, Platte City, MO 64079

Seller: French Riviera, LLC

Lender: Academy Bank, NA

Settlement Date: 09/25/2018

Closing (Consummation) Date: 09/25/2018

Disbursement Date: 09/25/2018

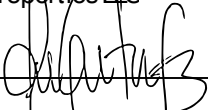
Description	Borrower/ Buyer	
	Debit	Credit
Financial		
Sales Price of Property	1,725,000.00	
Earnest Money		25,000.00
Loan Amount - Academy Bank, NA		2,300,000.00
Seller Credit		25,000.00
Prorations/ Adjustments		

Description	Borrower/ Buyer	
	Debit	Credit
Property Tax @ 20,500.42 per 1 year(s) 1/01/2018 to 9/25/2018		14,996.19
Rents (Paid for Sept) @ 23,705.00 per 1 month(s) 9/25/2018 to 10/01/2018		4,676.06
Security Deposit		14,229.00
Loan Charges to Academy Bank, NA		
Origination Fee: Academy Bank, NA	12,000.00	
Processing Fee: Academy Bank, NA	595.00	
RIMS Fees: Academy Bank, NA	97.50	
UCC Search: Academy Bank, NA	27.00	
Phase I: Academy Bank, NA	4,000.00	
Appraisal: Academy Bank, NA	3,250.00	
Flood Certification: Academy Bank, NA	12.00	
Holdback: Academy Bank, NA	1,428,463.75	
Title Charges & Escrow/Settlement Charges		
Settlement Agent Fee: Superior Title & Escrow Of Kansas Cty, LLC	500.00	
Lender/Mortgagee Premium for 2,300,000.00: Superior Title & Escrow Of Kansas Cty, LLC	1,025.00	
Deed Recording Fee: Superior Title & Escrow Of Kansas Cty, LLC	27.00	
Mortgage Recording Fee: Superior Title & Escrow Of Kansas Cty, LLC	57.00	
Assignment of Rents Recording Fee: Superior Title & Escrow Of Kansas Cty, LLC	48.00	
UCC Recording Fee: Superior Title & Escrow Of Kansas Cty, LLC	33.00	
E-file: Superior Title & Escrow Of Kansas Cty, LLC	16.00	
	Debit	Credit
Subtotals	3,175,151.25	2,383,901.25
Due From Borrower		791,250.00
Totals	3,175,151.25	3,175,151.25

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize the Superior Title & Escrow Of Kansas Qty, LLC to cause the funds to be disbursed in accordance with this statement.

STKC Properties LLC



CSN Holdings, LLC, By: Juan G. Tobon, Mgr. Of CSN Holdings,
LLC, Manager

Fred R. Greenstein, Escrow Officer

Valerie Andrews - Re: STKC Properties, LLC - Draw #1

From: Connie Myers
To: Valerie Andrews; Julie Hawkins; Jason Royer; Marshawn Copes
Date: 10/11/2018 2:26 PM
Subject: Re: STKC Properties, LLC - Draw #1
Cc: Ty Garver

The wire has been completed. Here is the confirmation number: **20181011MMQFMP91000052**

Thank you,
 Connie

>>> Julie Hawkins 10/11/2018 1:49 PM >>>

Thanks for the explanation, it's good to know for future reference also!

>>> Jason Royer 10/11/2018 1:47 PM >>>

Julie, good question. Juan Tobon is 100% owner of both entities. He is new to our bank, but I have known him since 2015, where I worked with him frequently when he was a customer at Peoples Bank.

STKC Properties is a single asset entity that was created to acquire and own an apartment property in Gladstone. Sasha Investments is Juan's construction company, which is the general contractor on the renovations to these apartments, which are ongoing.

We are finalizing Academy Bank DDA's (as well as online banking) for all of these entities and will have him operating more conventionally through his new checking accounts by month end.

In summary, this transaction is appropriate and I recommend sending the wire.



Jason Royer

Vice President

Commercial Real Estate

Office: [816-412-1624](tel:816-412-1624)

Cell: [913-226-9137](tel:913-226-9137)

Email: JRoyer@AcademyBank.com

Fax: [816-410-2748](tel:816-410-2748)

1111 Main St., Suite 1600

Kansas City, MO 64105

www.AcademyBank.com

>>> Julie Hawkins 10/11/2018 1:37 PM >>>

Valerie, I'm sure the instructions are appropriate but I'm curious how Sasha Investments is related to our borrower STKC?

Julie

>>> Connie Myers 10/11/2018 1:25 PM >>>
Yes, we would be able to do that.

Connie

>>> Valerie Andrews 10/11/2018 1:17 PM >>>
Connie,

The borrower has yet to obtain access to our online banking or checks for the DDA that we transferred funds to this morning. Therefore he is currently unable to disburse the draw funds. Would it be possible to wire those funds instead to the borrower's operating account at Enterprise Bank? The wiring instructions are as follows:

Enterprise Bank & Trust
1737 Main street,
Kansas City, MO, 64108
USA

Branch 14
Branch Phone: [816.531.5353](tel:816.531.5353)

Routing: 081006162
SWIFT Code: ENTRUS44

BENEFICIARY: Sasha Investments LLC
Account: 1490007831

Thanks,
Valerie

>>> Connie Myers 10/11/2018 11:15 AM >>>
The advance has been processed to the DDA as requested.

Thank you,
Connie

>>> Julie Hawkins 10/11/2018 10:59 AM >>>
Please advance and credit customer account as requested in Valerie's email.

Thank you,
Julie
x23538

>>> Ty Garver <tggarver@dfckc.com> 10/11/2018 10:49 AM >>>
Approved, ty

Sent from my iPhone

On Oct 11, 2018, at 10:48 AM, Jason Royer <jroyer@dfckc.com> wrote:

Approved.

<IMAGE.BMP>

Jason Royer

Vice President

Commercial Real Estate

Office: [816-412-1624](tel:816-412-1624)

Cell: [913-226-9137](tel:913-226-9137)

Email: JRoyer@AcademyBank.com

Fax: [816-410-2748](tel:816-410-2748)

1111 Main St., Suite 1600

Kansas City, MO 64105

www.AcademyBank.com

>>> Valerie Andrews 10/11/2018 10:43 AM >>>

CART has reviewed and approves funding of the current request. Upon Ty and Jason's approval, please advance \$125,469.38 from loan 9610201145 and credit DDA [9202573046](#). Please confirm when complete.

Due to the scope of the project, CART review will be limited. Therefore a CART draw review form will not be provided.

Jason/Ty - Please respond with your approval to fund.

Thanks,
Valerie

<IMAGE.png>

Valerie Andrews

Construction Coordinator

Office: [816.412.1656](tel:816.412.1656)

Fax: [816.410.2783](tel:816.410.2783)

Email: vandrews@dfckc.com

www.AFBank.com

Valerie Andrews - Re: STKC Properties, LLC - Draw #2

From: Connie Myers
To: Julie Hawkins
Date: 11/5/2018 1:22 PM
Subject: Re: STKC Properties, LLC - Draw #2
Cc: Ty Garver; Valerie Andrews; Jason Royer; Kelly Watson; Sarah Helt

The advance and wire have been completed. Here is the confirmation number:

20181105MMQFMP91000110

Thank you,
Connie

>>> Julie Hawkins 11/5/2018 12:51 PM >>>

Please advance and wire funds to the GC Sasha Investments as shown below in Valerie's email.

Julie



Julie Hawkins

Accounting/Construction Analyst

Office: [816.412.3538](tel:816.412.3538)

Email: jhawkins@academybank.com www.AcademyBank.com

>>> Ty Garver 11/5/2018 12:00 PM >>>

approved as presented, ty



Ty A. Garver

SVP, Director of Construction and
Commercial Real Estate - Kansas City

Office: [816.412.6086](tel:816.412.6086)

Cell: [913.660.2216](tel:913.660.2216)

Fax: [816.412.6087](tel:816.412.6087)

Email: tggarver@academybank.com

1111 Main St.

Kansas City, MO 64105

www.AcademyBank.com

>>> Jason Royer 11/5/2018 11:58 AM >>>

I approve.



Jason Royer

Vice President

Commercial Real Estate

Office: [816-412-1624](tel:816-412-1624)

Cell: [913-226-9137](tel:913-226-9137)

Email: JRoyer@AcademyBank.com

Fax: [816-410-2748](tel:816-410-2748)

1111 Main St., Suite 1600

Kansas City, MO 64105

www.AcademyBank.com

>>> Valerie Andrews 11/5/2018 11:32 AM >>>

CART has reviewed and approves funding of the current request. Upon Ty and Jason's approval, please advance \$161,844.57 from loan 9610201145 and wire per instruction below. Please confirm when complete.

Enterprise Bank & Trust
1737 Main street,
Kansas City, MO, 64108
USA

Branch 14
Branch Phone: [816.531.5353](tel:816.531.5353)

Routing: 081006162
SWIFT Code: ENTRUS44

BENEFICIARY: Sasha Investments LLC
Account: 1490007831

Due to the scope of the project, CART review will be limited. Therefore a CART draw review form will not be provided.

Jason/Ty - Please respond with your approval to fund.

Thanks,
Valerie

Valerie Andrews - Re: STKC Properties, LLC - Draw #3

From: Connie Myers
To: Julie Hawkins
Date: 12/17/2018 1:56 PM
Subject: Re: STKC Properties, LLC - Draw #3
Cc: Ty Garver; Valerie Andrews; Jason Royer; Kelly Watson

The advance and wire have been completed. Here is the confirmation number:

20181217MMQFMP91000085

Thank you,
Connie

>>> Julie Hawkins 12/17/2018 1:31 PM >>>

As requested in Valerie's email please advance and wire funds to the GC Sasha Investments referencing 'STKC/French Riviera Apts Renovation Draw'

Thank you,
Julie

>>> Jason Royer <jroyer@dfckc.com> 12/17/2018 1:30 PM >>>
Approved

Sent from my iPhone

>>> Ty Garver 12/17/2018 12:41 PM >>>

approved as presented, thanks ty



Ty A. Garver

**SVP, Director of Construction and
Commercial Real Estate - Kansas City**

Office: [816.412.6086](tel:816.412.6086)

Cell: [913.660.2216](tel:913.660.2216)

Fax: [816.412.6087](tel:816.412.6087)

Email: tgarver@academybank.com

1111 Main St.

Kansas City, MO 64105

www.AcademyBank.com

>>> Valerie Andrews 12/17/2018 12:40 PM >>>

CART has reviewed and approves funding of the current request. Upon Ty and Jason's approval, please advance \$308,256.71 from loan 9610201145 and wire per instruction below. Please confirm when complete.

Enterprise Bank & Trust

1737 Main street,
Kansas City, MO, 64108
USA

Branch 14
Branch Phone: [816.531.5353](tel:816.531.5353)

Routing: 081006162
SWIFT Code: ENTRUS44

BENEFICIARY: Sasha Investments LLC
Account: 1490007831

Due to the scope of the project, CART review will be limited. Therefore a CART draw review form will not be provided.

Jason/Ty - Please respond with your approval to fund.

Thanks,
Valerie

Valerie Andrews - Re: STKC Properties, LLC - Draw #4

From: Connie Myers
To: Julie Hawkins
Date: 1/15/2019 2:37 PM
Subject: Re: STKC Properties, LLC - Draw #4
Cc: Ty Garver; Valerie Andrews; Jason Royer; Kelly Watson; Sarah Helt

The advance and wire have been completed. Here is the confirmation number:

20190115MMQFMP91000062

Thank you,
Connie

>>> Julie Hawkins 1/15/2019 2:27 PM >>>

As requested in Valerie's email please advance and wire funds to the GC Sasha Investments referencing 'STKC/French Riviera Apts Renovation Draw'

Thank you,
Julie

>>> Valerie Andrews 1/15/2019 1:25 PM >>>

CART has reviewed and approves funding of the current request. Upon Ty and Jason's approval, please advance \$258,084.91 from loan 9610201145 and wire per instruction below. Please confirm when complete.

Enterprise Bank & Trust
1737 Main street,
Kansas City, MO, 64108
USA

Branch 14
Branch Phone: [816.531.5353](tel:816.531.5353)

Routing: 081006162
SWIFT Code: ENTRUS44

BENEFICIARY: Sasha Investments LLC
Account: 1490007831

Due to the scope of the project, CART review will be limited. Therefore a CART draw review form will not be provided.

Jason/Ty - Please respond with your approval to fund.

Thanks,
Valerie

Valerie Andrews - Re: STKC Properties, LLC - Draw #5

From: Connie Myers
To: Julie Hawkins
Date: 2/19/2019 4:36 PM
Subject: Re: STKC Properties, LLC - Draw #5
Cc: Ty Garver; Valerie Andrews; Jason Royer

The advance has been processed to the DDA as requested.

Thank you,
Connie

>>> Julie Hawkins 2/19/2019 4:31 PM >>>

Connie, will you please advance/credit Draw# 5 as requested below? Thank you.

>>> Valerie Andrews 2/19/2019 3:57 PM >>>

CART has reviewed and approves funding of the current request. Please advance \$160,475.46 from loan 9610201145 and credit DDA [9202573046](#). Please confirm when complete.

Due to the scope of the project, CART review will be limited. Therefore a CART draw review form will not be provided.

Thanks,
Valerie

>>> Ty Garver 2/19/2019 3:40 PM >>>

Per our discussion and per the approval in ECC today I concur with this recommendation, thanks, Ty



Ty A. Garver
SVP, Director of Construction and
Commercial Real Estate - Kansas City
Office: [816.412.6086](tel:816.412.6086)
Cell: [913.660.2216](tel:913.660.2216)
Fax: [816.412.6087](tel:816.412.6087)
Email: tgarver@academybank.com
1111 Main St.
Kansas City, MO 64105
www.AcademyBank.com

Valerie Andrews - Re: STKC Properties, LLC - Draw #6

From: Connie Myers
To: Julie Hawkins
Date: 3/26/2019 3:49 PM
Subject: Re: STKC Properties, LLC - Draw #6
Cc: Ty Garver; Valerie Andrews; Jason Royer

The advance has been processed to the DDA as requested.

Thank you,
 Connie

>>> Julie Hawkins 3/26/2019 3:45 PM >>>

Please advance and credit the borrower's Construction Account DDA as requested below.

Thank you,
 Julie
 x23538

>>> Ty Garver 3/26/2019 3:44 PM >>>

Sorry, missed this one, approved, ty



Ty A. Garver
Managing Director Commercial Lending - Kansas City Region
Office: [816.412.6086](tel:816.412.6086)
Cell: [913.660.2216](tel:913.660.2216)
Fax: [816.412.6087](tel:816.412.6087)
Email: tgarver@academybank.com
 1111 Main St.
 Kansas City, MO 64105
www.AcademyBank.com

>>> Jason Royer <jroyer@dfckc.com> 3/26/2019 12:42 PM >>>

Approved

Sent from my iPhone

>>> Valerie Andrews 3/26/2019 12:25 PM >>>

CART has reviewed and approves funding of the current request. Upon Jason and Ty's approval, please advance \$188,289.87 from loan 9610201145 and credit DDA [9202573046](#). Please confirm when complete.

Jason/Ty - Please respond with your approval to fund.

Due to the scope of the project, CART review will be limited. Therefore a CART draw review form will not be provided.

Thanks,

Valerie



STKCP-1

OP ID: JL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Combined Insurance Services PO Box 557 Grain Valley, MO 64029 David Dale		816-847-1911		CONTACT NAME: David Dale		PHONE (A/C, No, Ext): 816-847-1911		FAX (A/C, No): 816-847-1912	
INSURED STKC Properties, LLC 11709 Roe Ave, Suite D#166 Leawood, KS 66211				E-MAIL ADDRESS:					
				INSURER(S) AFFORDING COVERAGE				NAIC #	
				INSURER A : American Property Insurance co					
				INSURER B :					
				INSURER C :					
				INSURER D :					
				INSURER E :					
				INSURER F :					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		IMS3286426	09/25/2018	09/25/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Excluded
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Property Section			IMS3286426	09/25/2018	09/25/2019	Building	\$3.12m
							DED 5k	10k W/H

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

STKC Properties llc, Lessee 11709 Roe Ave, Suite D#166 Leawood Ks 66211/The City of Gladstone Missouri Lessor 7010 North Holmes Gladstone Mo 64118 Academy Bank, N.A. Town Pavillion 111 Main Street/Suite 1600 Kansas City Mo 64105/Security Bank of Kansas City, Trustee 701 Minnesota Avenue Kansas City mo 66101 are all named additional insureds. See Notes

CERTIFICATE HOLDER

CANCELLATION

THE CITY The City of Gladstone Missouri 7010 North Holmes Gladstone, MO 64118		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE David Dale

NOTEPAD:

HOLDER CODE THECITY
INSURED'S NAME STKC Properties, LLC

STKCP-1
OP ID: JL

PAGE 2
Date 03/27/2019

Academy Bank,N.A.lender Town Pavilion 111 Main Street Suite 1600 Kansas
City mo 64105/Security Bank of Kansas City ,Trustee 701 Minnesota Avenue
Kansas City Kansas 66101 are both listed as loss payee

COMPANY'S AFFIDAVIT

Kansas
STATE OF ~~MISSOURI~~)
) SS
COUNTY OF Johnson)

AFFIDAVIT

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a duly authorized officer of STKC Properties LLC, a Missouri limited liability company (the "Company"), and am authorized by the Company to attest to the matters set forth herein.

I hereby affirm the Company's enrollment and participation in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, with respect to the employees working in connection with an economic development project for the Company consisting of the complete renovation of the apartment complex to be known as the "Royal Park Apartment Homes," including both structural and non-structural improvements, new water lines, new roofing and balconies, and other significant improvements as further described in the Indenture (collectively, the "Project").

The Company does not knowingly employ any person who is an "unauthorized alien" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, in connection with the Project.

Further Affiant Sayeth Not.

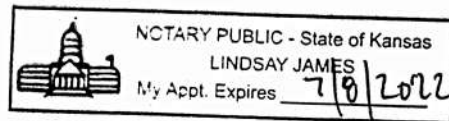
STKC PROPERTIES LLC

By: [Signature]
Name: Juan Tobon
Title: Manager

Subscribed and sworn to before me this 21st day of March, 2019.

[Signature]
Notary Public

My commission expires on: 7/9/2022



TRUSTEE'S CLOSING CERTIFICATE

relating to

**CITY OF GLADSTONE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(ROYAL PARK APARTMENT HOMES PROJECT)
SERIES 2019**

The undersigned, a duly authorized officer of Security Bank of Kansas City, a Kansas state chartered bank located in Kansas City, Kansas (the "Trustee"), as trustee under the Trust Indenture dated as of March 1, 2019 (the "Indenture"), between the Trustee and the City of Gladstone, Missouri (the "City"), authorizing the issuance of the the City's Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019, in the maximum principal amount of \$4,070,000 (the "Bonds"), does hereby certify as follows:

1. Power and Authority of Trustee. The Trustee is a state chartered bank duly organized and existing under the laws of the State of Kansas, is authorized to do business in the State of Missouri, and is authorized and empowered to execute and deliver the Indenture and has full power and authority to act as Trustee as provided in the Indenture.

2. Execution of Indenture. The Indenture has been duly executed on behalf of the Trustee by a duly authorized officer of the Trustee, and said person was at the time of the execution of the Indenture and now is the duly elected or appointed, qualified and acting incumbent of such office.

3. Receipt of Documents. The Trustee hereby acknowledges receipt of the documents referred to in **Section 208(c)** of the Indenture, which are required to be filed with the Trustee prior to or simultaneously with the delivery of the Bonds.

4. Authentication of Bonds. Pursuant to and in accordance with the provisions of the **Section 205** of the Indenture and the written request and authorization of the City, prior to the delivery of the Bonds, the Certificates of Authentication on the Bonds so delivered were signed on behalf of the Trustee by a person, who was at the time of the authentication of the Bonds and still is at the date hereof, a qualified and acting signatory of the Trustee.

5. Delivery of Bonds. The Trustee acknowledges that pursuant to **Section 208(d)** of the Indenture, the Bonds acquired by STKC Properties LLC, a Missouri limited liability company (the "Purchaser"), and the original **Schedule I** thereto will be held by the Trustee in trust until directed in writing to deliver the Bonds to or upon the order of the Purchaser.

6. Receipt of Closing Price of the Bonds and Costs of Issuance. The Trustee on this date received on behalf of the City from the Purchaser, the Closing Price of the Bonds (as such term is defined in and pursuant to the Bond Purchase Agreement), together with funds to be deposited by the Trustee in the Costs of Issuance Fund to be used to pay costs of issuance pursuant to **Section 505** of the Indenture.

7. **Deposit of Bond Proceeds.** The Trustee on this date, in accordance with the requirements of the Indenture, deposited the required amount of proceeds of the Bonds into the Project Fund established under the Indenture.

8. **Authorization of Officers.** The officers of the Trustee referred to in paragraphs (2) and (4) hereof were at the time of the acts above-mentioned, and are at the date hereof, duly elected or appointed, qualified and acting signatories of the Trustee and duly authorized to perform the acts referred to in such paragraphs.

IN WITNESS WHEREOF, the Trustee has caused this certificate to be executed this 28th day of March, 2019.

SECURITY BANK OF KANSAS CITY,
as Trustee

By 
Name: _____
Title: **M. Kathryn Gellings**
AVP/Trust Officer

[SEAL]

ATTEST:

By 
Name: _____
Title: **Pete Gardner**
SVP/Trust Manager

Superior Title & Escrow of Kansas City, LLC

4550 W. 109th Street, #150
Overland Park, Kansas 66211
P: (913) 948-7780 • F: (913) 948-7785

Owner: STKC Properties, LLC

Property: 4 NW 72nd St., Gladstone, Mo. 64118

Attached please find the following item(s):

Ownership & Encumbrance Report

Thank you for your business!

OWNERSHIP & ENCUMBRANCE REPORT

SERVICE FEE: \$125.00

For the exclusive use of: Academy Bank, N.A.

THIS IS NOT A COMMITMENT TO INSURE AND HAS BEEN ISSUED AS A REPORT AS TO THE STATUS OF TITLE, AND AS SUCH SHOULD NOT BE RELIED UPON TO CONDUCT OR PARTICIPATE IN A REAL ESTATE TRANSACTION. THIS REPORT IS NOT A COMMITMENT TO INSURE, AND THUS NO INSURANCE IS PROVIDED BY THIS REPORT.

THE TOTAL LIABILITY OF THIS COMPANY BY REASON OF LOSSES AND DAMAGES THAT MAY OCCUR BY REASON OF ANY ERRORS AND OMISSIONS IN THIS REPORT IS EXPRESSLY LIMITED TO THE FEE IT RECEIVED FOR THE PREPARATION AND ISSUANCE OF THIS REPORT.

If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company and this Company will issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy as well as any additional exceptions which may be taken.

SUPERIOR TITLE & ESCROW OF KANSAS CITY, LLC, in preparing this Report has not searched and examined all documents or court proceedings affecting title to the subject property from the date of the government patent to the present, and the Company is rendering no opinion as to the actual ownership status of title. This Report includes only the specific matters designated in the numbered paragraphs below. Excluded, without limitation, are any matters with respect to probate section proceedings and any liens that may exist in connection with any owners or parties other than those set forth in Paragraph 2 below.

SUPERIOR TITLE & ESCROW OF KANSAS CITY, LLC, unless otherwise noted, has reviewed the applicable county treasurer's real property tax records, the records of the office of the applicable Recorder/Register of Deeds of the County wherein the property herein described is located, through and including the date set forth below, as well as the records of the Clerk of the Circuit/District Court of said county through and including the last date said records are available to the public and thus hereby reports the following:

The Effective Date of this Report: March 25, 2019, at 7:30am

1. **LEGAL DESCRIPTION:** The legal description set forth in the last named instrument filed in the Recorder/Register of Deeds Office is as follows:

All that part of Tract I as shown on the Plat of Hamilton Heights, a subdivision in the City of Gladstone, Clay County, Missouri, described as follows:

Beginning at the Southeast corner of said Tract I; thence North 0 degrees 35 minutes 15 seconds East in the East line of said Tract 305.0 feet to the Northeast corner thereof; thence West in the North line of said Tract 350.0 feet; thence South 0 degrees 35 minutes 15 seconds West and parallel to the East line of said Tract 305.0 feet to the South line thereof; thence East 350.0 feet to the point of beginning except the South 10.0 feet to the City of Gladstone, Missouri, and except that part lying with 72nd Street.

2. **LAST NAMED GRANTEE(S):** The Grantee(s) set forth in the last instrument filed in the Recorder/Register of Deeds Office which purports to evidence a transfer in interest of the above property is/are as follows:

STKC Properties, LLC

3. **REAL PROPERTY TAXES:** The Treasurer's real property tax records disclose the following information:

NOTE: For information purposes only, we submit the following tax figures, property address, if known. We assume no liability for the correctness of same. Based upon information provided us by the public authorities.

NOTE: General, state and county taxes for the year 2018 in the amount of \$20,491.54 paid

NOTE: 2017 and prior years are paid.

Tax I.D. No.: 13609001100300

4. **DEEDS OF TRUST/MORTGAGES:** The unreleased Deeds of Trust/Mortgages and other related loan documents which appear in the Recorder/Register of Deeds' records from the last named Grantee(s) shown in Paragraph 2 above through the date specified above are as follows:

Construction Deed of Trust With Future Advances and Future Obligations Governed by Section 443.055 RSMO dated September 25, 2018, from STKC Properties, LLC, a Missouri limited liability company, to Douglas Neeb, Trustee for Academy Bank, N.A., recorded on September 26, 2016, as Document No. 2018031465, Clay County, Missouri, real estate records

Assignment of Rents from STKC Properties, LLC, a Missouri limited liability company, Grantor, to Academy Bank, N.A., Lender, dated September 25, 2018, recorded September 26, 2018, as Document No. 2018031466, Clay County, Missouri real estate records.

UCC Financing Statement from STKC Properties, LLC, as Debtor, to Academy Bank, N.A., as Secured Party, recorded on September 26, 2018, a Document No. 2018031467, Clay County, Missouri real estate records

5. **JUDGMENTS & OTHER LIENS:** In connection with the party(s) set forth in Paragraph 2 above, the records of the Recorder/Register of Deeds and Clerk of the Circuit/District Court through the respective dates specified above disclose the following:

A. *Judgments:* *None*

B. *Mechanic's Liens:* *None*

C. *Tax Liens:* *None*

The total liability of this Company by reason of losses and/or damages that may occur by reason of any errors and omissions in this Report is limited to the fee received by the Company for the preparation and issuance of this Report.

\$4,070,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF GLADSTONE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(ROYAL PARK APARTMENT HOMES PROJECT)
SERIES 2019

RECORDING MEMORANDUM

Real Estate Recordings

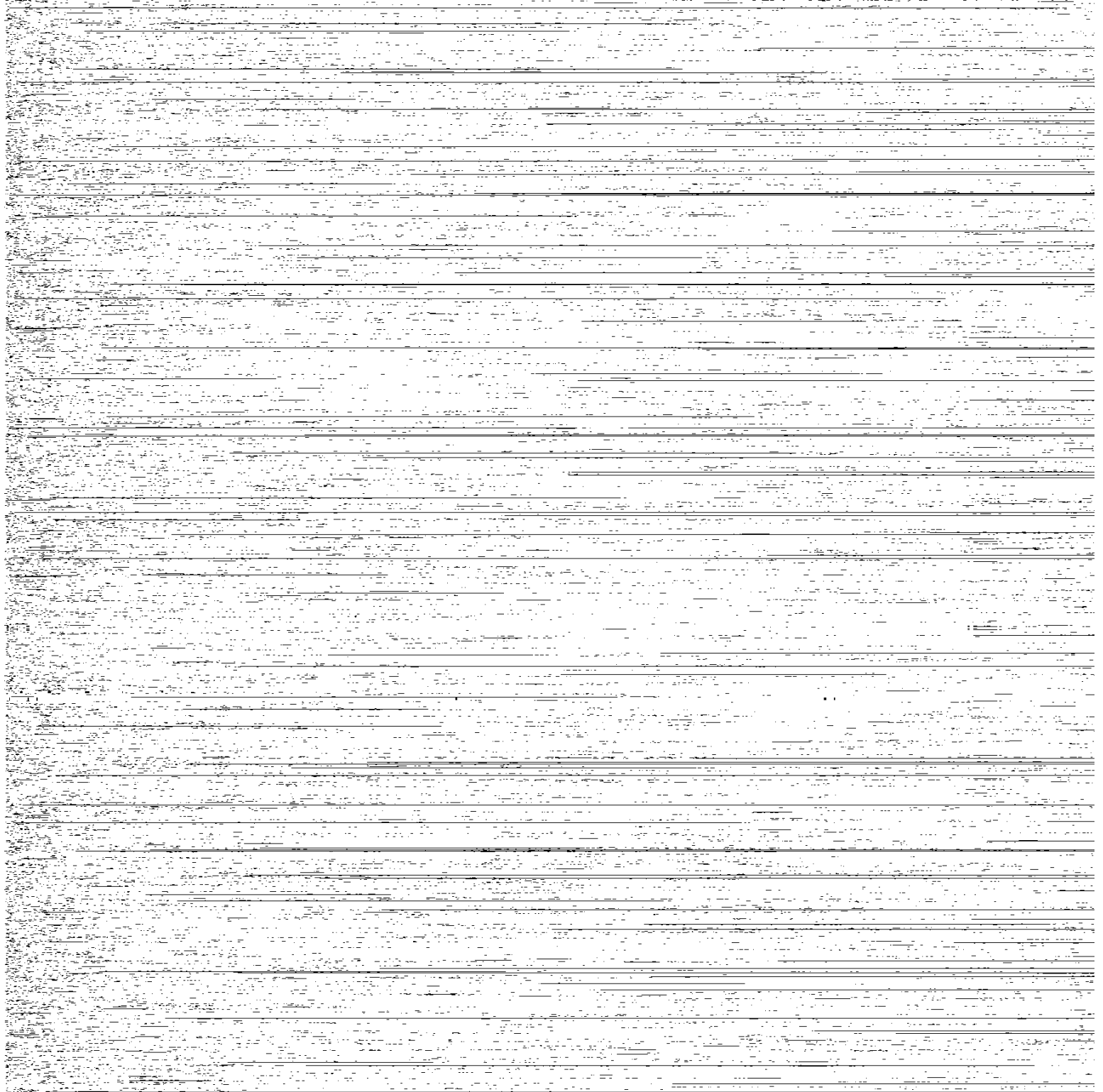
The following documents were recorded in the Recorder of Deeds of Clay County, Missouri, as follows:

<u>Document</u>	<u>Date</u>	<u>Time</u>	<u>Instrument Number</u>
Quitclaim Deed	3/28/2019	11:47:04 AM	2019007228
Memorandum of Lease Agreement	3/28/2019	11:47:04 AM	2019007229
Memorandum of Performance Agreement	3/28/2019	11:47:04 AM	2019007230

UCC Filings

The following UCC-1 financing statements were filed in the UCC records of the Secretary of State of Missouri, as follows:

<u>Financing Statement</u>	<u>Date</u>	<u>Time</u>	<u>File No.</u>
Trust Indenture	3/29/2019	9:01 a.m.	1903292765784



March 28, 2019

City of Gladstone, Missouri
Gladstone, Missouri

STKC Properties, LLC
Leawood, Kansas

Security Bank of Kansas City, as Trustee
Kansas City, Kansas

Re: \$4,070,000 Maximum Principal Amount of the City of Gladstone, Missouri, Taxable Industrial Revenue Bonds (Royal Park Apartment Homes Project), Series 2019 (the "Bonds");

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the City of Gladstone, Missouri (the "City"), of the above-referenced Bonds. The Bonds will bear interest, will mature and will be subject to redemption and payment prior to maturity as set forth in the Trust Indenture dated as of March 1, 2019 (the "Indenture"), between the City and Security Bank of Kansas City, as trustee. *Unless otherwise expressly provided herein, capitalized terms herein shall have the meanings assigned to them in the Indenture.*

The Bonds have been authorized and issued under and pursuant to Article VI, Section 27(b) of the Missouri Constitution, as amended, Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (collectively the "Act"), and the Indenture for the purpose of providing funds to pay part of the costs of purchasing and installing the Project Equipment described in the Indenture.

We have examined a certified transcript of proceedings relating to the authorization and issuance of the Bonds, which transcript includes, among other documents and proceedings, the following documents, which are collectively referred to herein as the "Bond Documents:"

- (a) Indenture;
- (b) Lease Agreement dated as of March 1, 2019 (the "Lease Agreement"), between the City, as lessor, and STKC Properties, LLC, a Missouri limited liability company (the "Company"), as lessee;
- (c) Performance Agreement dated as of March 1, 2019 (the "Performance Agreement"), between the City and the Company; and

- (d) Bond Purchase Agreement dated as of March 28, 2019 (the "Bond Purchase Agreement"), between the City and the Company, as purchaser of the Bonds.

We have also examined the Act, insofar as the same relates to the authorization and issuance of the Bonds and the authorization, execution and delivery of the Bond Documents.

We have relied on the opinion of McDowell, Rice, Smith and Buchanan, PC, counsel to the Company, of even date herewith, with respect to, among other matters, (a) the due organization of the Company, (b) the good standing and qualification to do business of the Company, (c) the power of the Company to enter into and perform its obligations under the applicable Bond Documents to which it is a party, and (d) the due authorization, execution and delivery of the respective Bond Documents to which the Company is a party and the binding effect and enforceability thereof against the Company.

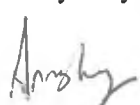
We have relied on the opinion of Williams & Campo, P.C., counsel to the City, of even date herewith, with respect to, among other matters, (a) the valid and due authorization and approval of the Ordinance by the City; (b) the power of the City to enter into and perform its obligations under the applicable Bond Documents to which it is a party, and (b) the due authorization, execution and delivery of the respective Bond Documents to which the City is a party and the binding effect and enforceability thereof against the City.

Based upon such examination, we are of the opinion, as of the date hereof, as follows:

1. The City is a third class city and municipal corporation of the State of Missouri and has lawful power and authority to issue the Bonds and to enter into the Bond Documents and to perform its obligations thereunder.
2. The Bonds are in proper form and have been duly authorized in accordance with the Constitution and statutes of the State of Missouri, including the Act, and constitute a valid and legally binding special obligation of the City, payable from the sources described in the Indenture and the Bonds.
3. The Bond Documents have been duly authorized, executed and delivered by the City and constitute valid and legally binding agreements of the City, enforceable against the City in accordance with the respective provisions thereof.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Documents may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

Very truly yours,

 Tardie LLP

McDOWELL RICE
SMITH & BUCHANAN PC

605 W 47TH STREET
SUITE 350
KANSAS CITY, MO 64112
(816) 753-5400 FAX (816) 753-9996

March 28, 2019

City of Gladstone, Missouri
Gladstone, Missouri

Armstrong Teasdale LLP
Kansas City, Missouri

Security Bank of Kansas City, as Trustee
Gladstone, Missouri

STKC Properties LLC
Leawood, Kansas

Re: \$4,070,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019, of the City of Gladstone, Missouri

Ladies and Gentlemen:

We have acted as counsel for STKC Properties LLC, a Missouri corporation (the "Company"). As counsel for the Company, we have examined the following in connection with the issuance and sale of the above-referenced Bonds:

- (a) Organizational documents of the Company and minutes of the meetings of the governing body of the Company;
- (b) Lease Agreement dated as of March 1, 2019 (the "Lease Agreement"), between the Company, as lessee, and the City, as lessor;
- (c) Performance Agreement dated as of March 1, 2019 (the "Performance Agreement"), between the City and the Company;
- (d) Quitclaim Deed dated March 1, 2019 (the "Deed"), from the Company in favor of the City;
- (e) Bond Purchase Agreement dated March 1, 2019 (the "Bond Purchase Agreement"), between the Company and the City; and
- (f) Such other records and instruments of the Company, together with applicable certificates of public officials and such other documents as we deem relevant in rendering this opinion.

Based upon such examination, and subject to the assumptions, limitations and qualifications set forth herein, we are of the opinion that:

1. The Company is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Missouri.

2. The Lease Agreement, the Performance Agreement, the Deed, and the Bond Purchase Agreement (collectively, the "Company Documents") have been duly authorized by all requisite action on the part of the Company, and each such document has been duly executed and delivered by or on behalf of the Company by duly authorized officers of the Company, and constitute the Company's valid and binding obligations, enforceable in accordance with their respective terms (except as such enforceability may be limited by any bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or any general principles of equity, including without limitation, the exercise of judicial discretion in connection with any grant of specific performance).

3. The execution, delivery and compliance with the provisions of the Company Documents by the Company have not and will not (with the passage of time or the giving of notice, or both) result in or constitute a breach of or default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Company is a party or by which it or any of its property is bound, or violate any provision of the organizational documents of the Company, or any constitutional or statutory provision applicable to the Company or its property, or any order, rule or regulation of any court or governmental authority applicable to the Company or its property.

4. To the best of our knowledge, there is no action, suit or other proceeding pending or, to the best of our knowledge, threatened against the Company, at law or in equity or before any governmental authority, which might adversely affect the validity or enforceability of the Company Documents or the ability of the Company to perform its obligations under the Company Documents or which might materially and adversely affect the condition, financial or otherwise, of the Company.

We have assumed, with your consent, (a) the legal competency of all natural persons signing the Company Documents and all other documents relating thereto on behalf of all parties thereto and that all signatures (other than the Company) have been affixed thereto, and (b) the genuineness of all signatures, the conformity to authentic original documents of all documents submitted to us as copies, the due authorization of the Company Documents (other than with respect to the Company) and the authenticity of all documents submitted to us as originals. When an opinion is stated to be "to our knowledge," the language means only that we have no actual knowledge to the contrary and does not indicate or imply any investigation or inquiry on our part as we have not undertaken any investigation to determine the existence or absence of any facts, and no inference as to our knowledge thereof shall be drawn from the fact of our representation of any party or otherwise. For this purpose, "we" means only the attorneys within our firm who have done substantive work on this opinion.

We are members of the Bar of the State of Missouri and express no opinion as to the laws applicable in any other jurisdiction.

Very truly yours,

*McDowell, Rice, Smith &
Buchanan PC*

WILLIAMS &
CAMPO, P.C.

400 SW Longview Boulevard, Suite 210
Lee's Summit, Missouri 64081
Phone: 816.524.4646
Facsimile: 816.524.4645
www.publiclawfirm.com

March 28, 2019

City of Gladstone, Missouri
Gladstone, Missouri

STKC Properties LLC
Leawood, Kansas

Armstrong Teasdale LLP
Kansas City, Missouri

Re: \$4,070,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Royal Park Apartment Homes Project), Series 2019, of the City of Gladstone, Missouri

Ladies and Gentlemen:

Our firm is serving as City Counselor for the City of Gladstone, Missouri (the "City"), and as such I have examined:

- (a) Ordinance No. 4266 passed by the City Council at the meeting held on March 25, 2019 (the "Ordinance");
- (b) Excerpt of minutes of the meeting of the City Council held on March 25, 2019;
- (c) City's Closing Certificate dated March 28, 2019; and
- (d) such other records, certificates, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions as of the date hereof and under existing law:

1. The City is a public body corporate and politic, duly organized and existing under the laws of the State of Missouri.
2. The Ordinance has been duly passed by the City Council of the City and approved by the Mayor of the City.
3. There are no proceedings pending or, to the best of my knowledge, threatened in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the Ordinance or the power of authority of the City to enter into the documents described therein.

4. The foregoing opinion is limited only in the following respects: (i) opinions expressed in this letter are limited to matters of Missouri law, as it exists on the date of this opinion; (ii) no opinion is expressed as to the applicability of the Securities Act of 1933, the Trust Indenture Act 1939, or the "blue sky" laws of any state, including Missouri; (iii) no opinion is expressed as to the validity or tax status of the Bonds; (iv) enforceability of the documents may be limited by the subsequent course of dealings between the parties; (v) no search of the records of the Recorder of Deeds of Clay County or the Missouri Secretary of State has been made by me; (vi) the recorded status of the real property is to be established by the title insurance company; (vii) I personally have not conducted an audit or review of the financial records of the City; and (viii) this opinion may be relied upon only by the addressees.

Very truly yours,

Williams & Campo, P.C.

WILLIAMS & CAMPO, P.C.