



Upstream from ordinary.

BOARD OF ALDERMEN MEETING
RIVERSIDE CITY HALL
2950 NW VIVION ROAD
RIVERSIDE, MISSOURI 64150
TENTATIVE AGENDA
DECEMBER 4, 2018

Closed Session – 6:15 p.m.
Regular Meeting - 7:00 p.m.

Call to Order
Roll Call

CLOSED SESSION
(6:15 p.m.)

1. Motion to enter into CLOSED SESSION for the following matters:

610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys

610.021 (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore

610.021(3) Hiring, firing, disciplining or promoting a particular employee, when personal information about the employee is discussed

REGULAR SESSION
(7:00 p.m.)

Call to Order
Roll Call
Pledge of Allegiance

Public Comments - Members of the public may address exclusively the Mayor and members of the Board of Aldermen during Public Comments ONLY. This Public Comments time is reserved for citizen comments regarding agenda and non-agenda items. However, any item not listed on the agenda will be taken under advisement. Public comment on any agenda item which has a Public Hearing should be reserved until the Public Hearing is opened and comments on such item will be taken at that time. Each speaker is limited to 5 minutes.

Presentation – Missouri American Water Grant Presentation to Fire Department.

LEGISLATIVE SESSION

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion to approve the Consent Agenda as presented. There is no separate discussion of these items. The Mayor or a member of the Board of Aldermen may request that any item be removed from the Consent Agenda for discussion or explanation. If removed, it will be considered separately following approval of the remaining items on the Consent Agenda. No motion is required to remove an item from the Consent Agenda.

Approval of minutes for November 20, 2018.

R-2018-100: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2018-2019 WEEKS ENDING NOVEMBER 23RD AND NOVEMBER 30TH IN THE AMOUNT OF \$304,002.16. Point of Contact: Finance Director Donna Oliver.

R-2018-101: A RESOLUTION AUTHORIZING THE PURCHASE OF EMERGENCY EQUIPMENT FOR TWO 2018 DODGE RAMS 2500 FROM 911 CUSTOM OFF THE MISSOURI STATE CONTRACT IN AN AMOUNT NOT TO EXCEED \$39,214.00.

Point of Contact: Fire Chief Gordon Fowlston.

REGULAR AGENDA

1. First Reading: Bill No. 2018-062: **AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE BENEFIT OF LINK REAL ESTATE LLC; AUTHORIZING THE CITY TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$11,850,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, PURCHASING AND CONSTRUCTING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.** Point of Contact: Community Development Director Mike Duffy.
2. First Reading: Bill No. 2018-063: **AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF ANITA MORALES AS A PART-TIME COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE.** Point of Contact: Fire Chief Gordon Fowlston.

3. **Communication from City Administrator**

- A. January BOA meeting dates
- B. April 2, 2019 - General Municipal Election Filings begin Dec. 11th at 8:00 a.m.

a) **Department Reports**

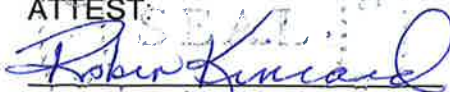
- i. Community Development
- ii. Engineering
- iii. Finance
- iv. Fire
- v. Police
- vi. Public Works
- vii. Levee Board Report

4. **Communication from Mayor**

5. **Communication from Board of Aldermen**


6. **Motion to Adjourn**

ATTEST:



Robin Kincaid, City Clerk

Posted 11/30/18 at 3:00 p.m.



Brian E. Koral, City Administrator

MINUTES
REGULAR MEETING
BOARD OF ALDERMEN
RIVERSIDE, MISSOURI

Tuesday, November 20, 2018

The Board of Aldermen for the City of Riverside, Missouri, met in regular session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, November 20, 2018.

Mayor Kathy Rose called the regular meeting to order at 6:45 p.m. Those in attendance were Aldermen Aaron Thatcher, Nathan Cretsinger, Mike Fuller, Sal LoPorto, Al Bowman, and Jill Hammond.

Also present were Community Development Director Mike Duffy, City Clerk Robin Kincaid, Human Resource Manager Amy Strough, and City Engineer Travis Hoover. Also present were City Attorney Paul Campo and Special Counsel Joe Bednar.

MOTION TO ENTER INTO CLOSED @ 6:45 P.M. Alderman Bowman moved that the meeting go into closed session pursuant to RSMo 610.021 (1) Legal Action and litigation, and RSMo 610.021 (2) Leasing, purchase or sale of real estate where public knowledge might adversely affect legal consideration, and RSMo 610.021(3) hiring, firing, disciplining or promoting a particular employee, when personal information about the employee is discussed, second by Alderman Hammond.
Yes: Bowman, Hammond, Fuller, LoPorto, Thatcher, and Cretsinger.
Motion carried 6-0.

MOTION TO ADJOURN CLOSED @ 7:06 P.M. Alderman Thatcher moved at 7:06 p.m. to adjourn closed session with action taken, second by Alderman Hammond.
Yes: Thatcher, Hammond, LoPorto, Cretsinger, Bowman, and Fuller.
Motion carried 6-0.

REGULAR SESSION Mayor Rose called the Regular Session Meeting to order at 7:09 p.m.

Those in attendance were Mayor Kathy Rose, Aldermen Nathan Cretsinger, Al Bowman, Jill Hammond, Sal LoPorto, Aaron Thatcher, and Mike Fuller.

Also present were Community Development Director Mike Duffy, City Clerk Robin Kincaid, Public Works Director Tom Wooddell, City Engineer Travis Hoover, Chief Gordon Fowlston, Human Resources Manager Amy Strough, and Finance Director Donna Oliver. Also present was City Attorney Paul Campo.

PLEDGE OF ALLEGIANCE Mayor Rose led the Pledge of Allegiance.

PUBLIC COMMENT	None.
PROCLAMATION	Mayor Rose read the proclamation for the 2019 Shen Yun Performing Arts, Barbara Gay with the Fulan Dafa Association of Kansas City, Missouri was present to accept the proclamation.
PRESENTATION 2018 Audit Report	Kristen Hughes with RSM US LLC reviewed the final audit report with the Mayor and Board. The report states that the auditing firm did not identify any deficiencies in internal control of financial reporting, there were no audit adjustments, and that it was a clean audit.
CONSENT AGENDA	Alderman Bowman moved to approve the consent agenda as presented, second by Alderman Hammond. Yes: Bowman, Hammond, LoPorto, Thatcher, Fuller, and Cretsinger. Motion carried 6-0.
MINUTES OF 11-06-18	Alderman Bowman moved to approve the minutes of the November 6, 2018 regular meeting, second by Alderman Hammond. Yes: Bowman, Hammond, LoPorto, Thatcher, Fuller, and Cretsinger. Motion carried 6-0.
COURT REPORT	Alderman Bowman moved to approve the October 2018 Court Report, second by Alderman Hammond. Yes: Bowman, Hammond, LoPorto, Thatcher, Fuller, and Cretsinger. Motion carried 6-0.
REGULAR AGENDA	
PUBLIC HEARING Preliminary Plat 5710 NW 41st and west of NW Mattox Road	Mayor Rose announced the public hearing at 7:24 p.m. for a preliminary plat for land located generally south of 5710 NW 41 st Street and west of NW Mattox Road, in the City of Riverside, Missouri, remained open. Community Development Director Mike Duffy explained the location and reason for the request. The Planning and Zoning Commission approved this preliminary plat unanimously at their meeting last night. Mayor Rose asked if there were any further comments and hearing none, the public hearing was closed at 7:25 p.m.
BILL NO. 2018-057 Preliminary Plat 5710 NW 41st and west of NW Mattox Road	City Clerk Robin Kincaid gave first reading of Bill No. 2018-057. Alderman Thatcher moved to accept first reading and place Bill 2018-057 on second and final reading, second by Alderman LoPorto. Yes: Thatcher, LoPorto, Fuller, Cretsinger, Bowman, and Hammond. Motion carried 6-0.

Alderman Bowman moved to approve Bill 2018-057 and enact said bill as ordinance, second by Alderman Thatcher.

Yes: Bowman, Thatcher, Cretsinger, LoPorto, Fuller, and Hammond.

Motion carried 6-0.

Alderman Thatcher left the meeting at 7:26 p.m.

BILL NO. 2018-058

PILOTS Payment Horizons V

City Clerk Robin Kincaid gave first reading of Bill No. 2018-058. Finance Director Donna Oliver reviewed the payments according to the MDA that this bill is authorizing.

Alderman Cretsinger moved to accept first reading and place Bill No. 2018-058 on second and final reading, second by Alderman Hammond.

Yes: Cretsinger, Hammond, LoPorto, Fuller, and Bowman.

Motion carried 5-0.

Alderman Cretsinger moved to approve Bill 2018-058 and enact said bill as ordinance, second by Alderman Hammond.

Yes: Cretsinger, Hammond, Bowman, LoPorto, and Fuller.

Motion carried 5-0.

RESOLUTION 2018-099

Bill Pay

Alderman LoPorto moved to approve Resolution 2018-099 authorizing the expenditure of funds for fiscal year 2018-2019, for week ending November 9th and November 16th in the amount of \$813,389.78, second by Alderman Cretsinger.

Yes: LoPorto, Cretsinger, and Fuller.

No: None.

Abstain: Hammond and Bowman.

Motion carried 3-0-2.

BILL NO. 2018-059

Amend Code 375.015

City Clerk Robin Kincaid gave first reading of Bill No. 2018-059.

City Attorney Paul Campo explained the legislative changes to section 375.015 regarding autocycles at the last State of Missouri legislative session.

Alderman LoPorto moved to accept first reading and place Bill No. 2018-059 on second and final reading, second by Alderman Bowman.

Yes: LoPorto, Bowman, Fuller, Cretsinger, and Hammond.

Motion carried 5-0.

Alderman Hammond moved to approve Bill 2018-059 and enact said bill as ordinance, second by Alderman Bowman.

Yes: Hammond, Bowman, Fuller, Cretsinger, and LoPorto.

Motion carried 5-0.

BILL NO. 2018-060

PT Fire Hire - Ramirez

City Clerk Robin Kincaid gave first reading of Bill No. 2018-060.

Alderman LoPorto moved to accept first reading and place Bill 2018-060 on second and final reading, second by Alderman Cretsinger.

Yes: LoPorto, Cretsinger, Hammond, Bowman, and Fuller.

Motion carried 5-0.

Alderman Cretsinger moved to approve Bill 2018-060 and enact said bill as ordinance, second by Alderman Hammond.
Yes: Cretsinger, Hammond, Bowman, LoPorto, and Fuller.
Motion carried 5-0.

BILL NO. 2018-061
PT Fire Hire - Ferguson

City Clerk Robin Kincaid gave first reading of Bill No. 2018-061. Alderman Hammond moved to accept first reading and place Bill 2018-061 on second and final reading, second by Alderman LoPorto.

Yes: Hammond, LoPorto, Bowman, Fuller, and Cretsinger.
Motion carried 5-0.

Alderman Cretsinger moved to approve Bill 2018-061 and enact said bill as ordinance, second by Alderman Hammond.

Yes: Cretsinger, Hammond, LoPorto, Bowman, and Fuller.
Motion carried 5-0.

CITY ADMINISTRATOR Nothing to report.

COMMUNITY DEVELOPMENT Nothing to report.

ENGINEERING Nothing to report.

FINANCE Nothing to report.

FIRE Nothing to report.

POLICE Nothing to report.

PUBLIC WORKS Nothing to report.

LEVEE BOARD City Engineer Travis Hoover announced that the next meeting is tomorrow. Travis also gave kudos to Finance Director Donna Oliver, explaining that an outstanding bill issue over the past ten years or so between the Levee Board and KCMO Water Services was resolved by a phone call from Oliver since she is now a Levee Board member.

MAYOR'S DISCUSSION Mayor Rose stated how happy and excited I am that we closed on the QT property. Last Friday the City co-sponsored the Awards for Valor at the Argosy and it was very well attended and very moving. I want to wish everyone a very happy Thanksgiving.

BOARD OF ALDERMEN Alderman Fuller – Nothing to report, but I would like to wish everyone a happy Thanksgiving.

Alderman LoPorto – Happy Thanksgiving to everyone! I would like to thank the Mayor for attending the meeting regarding the schools and redistricting for our Riverside children.

Alderman Cretsinger – There will be additional options for the schools discussion made available at the November 29th town hall meeting.

Alderman Hammond – Happy Thanksgiving.

Alderman Bowman – Nothing to report. Happy Thanksgiving.

Mayor Rose reminded everyone of the Tree Lighting on Nov. 29th at 6 p.m.

MOTION TO ADJOURN

Alderman Bowman moved to adjourn the meeting at 7:44 p.m., second by Alderman LoPorto.

Yes: Bowman, LoPorto, Hammond, Fuller, and Cretsinger.

Motions carried 5-0.

Robin Kincaid, City Clerk

RESOLUTION NO. R - 2018-100

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2018-2019 WEEKS ENDING NOVEMBER 23RD AND NOVEMBER 30TH IN THE AMOUNT OF \$304,002.16.

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Riverside to authorize and approve the expenditure of funds as set forth in Exhibit "A" attached hereto;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:

THAT the disbursements and expenditure of funds from the city treasury in the amount of \$304,002.16 as set forth in Exhibit "A" attached hereto and made a part hereof by reference are hereby authorized and approved.

FURTHER THAT the City Administrator is hereby authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated therein and the Finance Director is authorized to issue a check therefor to the respective companies, firms, persons in the amounts set forth therein.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the 4TH day of December 2018.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk



City of Riverside, MO

Expense Approval Report

By Fund

Payment Dates 11/21/2018 - 11/21/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
DAVIS, KENNETH	11/19/18	11/21/2018	REIMB SECURITY DEPOSIT	10-20010	100.00
				Fund 10 - GENERAL FUND Total:	100.00
				Grand Total:	100.00



Expense Approval Report

By Fund

Payment Dates 11/28/2018 - 11/28/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
KCPL - SERVICE PMTS	0512-89-5780 11/18	11/28/2018	2626 NW PLATTE RD	10-336-112-25000	21.67
SPIRE	0627451111 11/18	11/28/2018	2990 NW VIVION RD	10-337-103-25200	623.61
KCPL - SERVICE PMTS	0913-11-1638 11/18	11/28/2018	4100 NW RIVERSIDE DR	10-337-106-25000	90.07
KCPL - SERVICE PMTS	1232-04-9424 11/18	11/28/2018	2901 NW VIVION RD DP01	10-336-108-25000	140.20
KCPL - STREET LTG	1921-09-8495 11/18	11/28/2018	4702 NW HIGH DR	10-331-000-26800	36.84
KCPL - SERVICE PMTS	2093-49-0946 11/18	11/28/2018	3880 ARGOSY CASINO PARKW	10-336-113-25000	19.08
KCPL - SERVICE PMTS	2130-19-8248 11/18	11/28/2018	4026 ARGOSY CASINO PARKW	10-336-113-25000	19.49
KCPL - SERVICE PMTS	2953-72-9970 11/18	11/28/2018	4102 NW RIVERSIDE DR	10-337-106-25000	19.09
KCPL - SERVICE PMTS	3086-70-0722 11/18	11/28/2018	2950 NW VIVION RD	10-337-102-25000	3,715.85
KCPL - STREET LTG	3147-73-7222 11/18	11/28/2018	2509 W PLATTE TS	10-331-000-26800	37.36
KCPL - SERVICE PMTS	3578-68-5006 11/18	11/28/2018	4100 NW RIVERSIDE DR	10-337-106-25000	19.08
SPIRE	3730422222 11/18	11/28/2018	4200 NW RIVERSIDE DR	10-337-101-25200	154.90
KCPL - STREET LTG	3948-82-2408 11/18	11/28/2018	4509 GATEWAY TS	10-331-000-26800	35.58
SPIRE	4413651111 11/18	11/28/2018	4498 NW HIGH DR	10-337-104-25200	630.88
KCPL - SERVICE PMTS	4649-50-9862 11/18	11/28/2018	4100 NW RIVERSIDE DR	10-337-106-25000	293.34
KCPL - SERVICE PMTS	4884-79-8490 11/18	11/28/2018	4200 NW RIVERSIDE DR A	10-337-101-25000	21.06
KCPL - SERVICE PMTS	5319-48-0868 11/18	11/28/2018	4100 NW RIVERSIDE DR	10-337-106-25000	208.86
KCPL - SERVICE PMTS	7556-98-7111 11/18	11/28/2018	1001 NW ARGOSY PKWY	10-336-107-25000	1,251.72
KCPL - SERVICE PMTS	7922-40-5202 11/18	11/28/2018	2990 NW VIVION RD	10-337-103-25000	2,372.21
KCPL - SERVICE PMTS	8138-89-2268 11/18	11/28/2018	4103 NW TREMONT RD	10-337-117-25000	496.16
KCPL - SERVICE PMTS	8507-74-3245 11/18	11/28/2018	4200 NW RIVERSIDE DR	10-337-101-25000	603.39
KCPL - SERVICE PMTS	8555-87-0016 11/18	11/28/2018	4498 NW HIGH DR	10-337-104-25000	1,339.13
KCPL - SERVICE PMTS	8712-27-4759 11/18	11/28/2018	4101 VAN DE POPLIER SIREN	10-337-103-25000	32.07
KCPL - SERVICE PMTS	8768-51-3516 11/18	11/28/2018	2805 NW VIVION RD	10-336-111-25000	426.41
KCPL - SERVICE PMTS	9499-79-6859 11/18	11/28/2018	4500 NW HIGH DR	10-337-105-25000	284.93
KCPL - SERVICE PMTS	9775-39-9838 11/18	11/28/2018	4700 HIGH DR	10-337-103-25000	32.63
KCPL - SERVICE PMTS	2359-60-9788 11/18	11/28/2018	3902 NW VAN DE POPULIER	10-336-121-25000	22.21
KCMO WATER SERVICES DEPT	61445903546971 11/18	11/28/2018	2901 NW VIVION RD	10-336-108-25400	41.14
KCMO WATER SERVICES DEPT	61467103549090 11/18	11/28/2018	4498 HIGH DR	10-337-104-25400	66.58
KCMO WATER SERVICES DEPT	61468303549219 11/18	11/28/2018	2990 NW VIVION RD	10-337-103-25400	268.63
SLAUGHTER, RICHARD CRAIG	11/27/18	11/28/2018	REIMB TRAVEL EXPENSES	10-819-000-36000	36.86
Fund 10 - GENERAL FUND Total:					13,361.03
Grand Total:					13,361.03



Expense Approval Report

By Fund

Post Dates 12/04/2018 - 12/04/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
ALL COPY PRODUCTS, INC	AR2497232	12/04/2018	COPIER USAGE/ COURT	10-216-000-40000	45.94
KIESO, KIP	09/28/18	12/04/2018	PRE-EMPLOYMENT EXAMINAT	10-115-000-21300	300.00
CITI CARDS	2766 12/18	12/04/2018	SUPPLIES	10-226-000-34002	99.96
CITI CARDS	2766 12/18	12/04/2018	COSTCO MEMBERSHIP	10-341-000-34500	121.91
REJIS COMMISSION	403820	12/04/2018	LEWEB SUBSCRIPTION SERVIC	10-216-000-43400	76.01
LITTLER MENDELSON, P.C.	4916897	12/04/2018	LEGAL SERVICES	10-226-000-20300	1,171.50
CHILDREN'S MERCY HOSPITAL	11/13/18	12/04/2018	LAB USAGE/ HARRIS	10-221-000-44514	242.00
P1 GROUP, INC	000052208	12/04/2018	MUA WILL NOT WORK	10-337-103-41500	1,896.00
P1 GROUP, INC	000052209	12/04/2018	MAU FIRE FIRESTATION DOES	10-337-103-41500	3,395.99
P1 GROUP, INC	000052210	12/04/2018	REPAIR ROOF TOP UNIT	10-337-103-41500	380.00
KELLER FIRE AND SAFETY	215414	12/04/2018	ANNUAL INSPECTION, FIRE AL	10-337-104-41500	500.00
KELLER FIRE AND SAFETY	215435	12/04/2018	ANNUAL INSPECTION, FIRE AL	10-337-102-41500	800.00
OZARK KENWORTH INC	R00214100004850	12/04/2018	ROAD CALL/ CODES FOR HIGH	10-226-000-41000	1,000.62
KELLER FIRE AND SAFETY	215463	12/04/2018	ANNUAL INSPECTION, FIRE AL	10-337-103-41500	800.00
KELLER FIRE AND SAFETY	215480	12/04/2018	FIRE SUPPRESSION SYS MAINT	10-337-103-41500	200.00
DSG EQUIPMENT & SUPPLIES	75151	12/04/2018	HOSE 3/8" X 50', 4000 PSI, HO	10-221-000-40000	98.01
MISSOURI STATE HIGHWAY PA	812HP029X82110	12/04/2018	CRIMINAL RECORDS SEARCH	10-115-000-30800	32.00
DAMON PURSELL CONSTRUCT	227128	12/04/2018	YARD WASTE DISPOSAL	10-331-000-26100	281.00
AIR CLEANING TECHNOLOGIE	115095	12/04/2018	MAGNETIC GRABBER NOZZLE,	10-226-000-40000	2,724.00
SWARTZ CONSULTING LLC	18066	12/04/2018	TECHNOLOGY SUPPORT	10-224-000-40703	200.00
HEARTLAND, LLC	42759	12/04/2018	IRRIGATION REPAIRS/ CHRIST	10-336-111-42100	1,967.72
AMERICAN FIDELITY ASSURA	2024396	12/04/2018	FLEX MED & DEP	10-20007	899.97
AFLAC	237985	12/04/2018	EMPLOYEE PREMIUMS	10-20008	90.40
KCMO WATER SERVICES DEPT	61440003546387 11/18	12/04/2018	1001 NW ARGOSY PKWY	10-336-107-25400	1,823.19
ICMA-RC VANTAGEPOINT	64710	12/04/2018	EMPLOYEE W/H 11/23 PAYRO	10-20006	125.00
ALLEN, GIBBS, & HOULIK, L.C.	923282	12/04/2018	PAYROLL PROCESSING	10-115-000-31600	789.17
MARC	S-I-0001642	12/04/2018	2019 HOUSEHOLD HAZARDO	10-331-000-26400	3,588.78
MR MAT LLC	552380	12/04/2018	ENTRY MATS/ CITY HALL	10-337-102-41500	35.62
MR MAT LLC	552381	12/04/2018	ENTRY MATS / PUBLIC WORKS	10-337-101-41500	35.94
MR MAT LLC	552382	12/04/2018	TOWELS, DUST MOP, WET M	10-337-104-41500	44.65
MR MAT LLC	552383	12/04/2018	ENTRY MATS	10-337-103-41500	35.94
CITY TREASURER	RIVERSIDE 10-18	12/04/2018	AMBULANCE SERVICE 04/01-	10-226-000-44800	30,310.00
PHILLIPS, HOLLY	11/22/18	12/04/2018	REIMB WELLNESS FIT FUNDIN	10-115-000-21302	42.91
INTERNATIONAL ASSN OF FIR	11/23/18	12/04/2018	EMPLOYEE W/H 11/23 PAYRO	10-20510	505.31
ICMA-RC VANTAGEPOINT	64704	12/04/2018	EMPLOYEE W/H 11/23 PAYRO	10-20006	835.73
ABBY G PENNELL, ATTORNEY	69	12/04/2018	INDIGENT LEGAL SERVICES	10-216-000-21301	600.00
KC WEB, INC	W06-27356	12/04/2018	INTERNET SERVICE	10-112-000-27000	200.00
SAM'S CLUB DIRECT	008080	12/04/2018	SUPPLIES	10-341-100-44522	99.02
WILCOX, JONNA	11/28/18	12/04/2018	REIMB CITY'S SHARE/GYM ME	10-115-000-21301	147.87
CONRAD FIRE EQUIP, INC	531791	12/04/2018	A/C IS SQUEALING WHILE EN	10-226-000-41000	423.96
CONRAD FIRE EQUIP, INC	531794	12/04/2018	P4 COMPARTMENT LIGHT HA	10-226-000-41000	780.84
CONRAD FIRE EQUIP, INC	531797	12/04/2018	POPPING NOISE IN FRONT EN	10-226-000-41000	524.11
CONRAD FIRE EQUIP, INC	531806	12/04/2018	ABS LIGHT ON, CAB LIFT PLUG	10-226-000-41000	3,567.43
CONRAD FIRE EQUIP, INC	531822	12/04/2018	LADDER RACK NOT LOCKING,	10-226-000-41000	1,312.90
MR MAT LLC	552575	12/04/2018	ENTRY MATS / PUBLIC WORKS	10-337-101-41500	35.94
MR MAT LLC	552576	12/04/2018	ENTRY MATS	10-337-103-41500	35.94
MR MAT LLC	552577	12/04/2018	ENTRY MATS/ CITY HALL	10-337-102-41500	35.62
SAM'S CLUB DIRECT	006636	12/04/2018	SUPPLIES/ SENIOR DINNER	10-224-000-22901	420.50
RIVERSIDE, CITY OF	11/29/18	12/04/2018	NORTHLAND CHAMBER BASK	10-112-000-22910	20.00
WEBBER, JAIDE	11/29/18	12/04/2018	REIMB SECURITY DEPOSIT	10-20010	50.00
RIVERSIDE, CITY OF	11/29/18	12/04/2018	COURT SNACKS	10-216-000-53700	7.99
RIVERSIDE, CITY OF	11/29/18	12/04/2018	TRUNK OR TREAT/ CD PICTUR	10-341-100-44400	50.00
RIVERSIDE, CITY OF	11/29/18	12/04/2018	SENIOR DANCE/ DECORATION	10-341-100-44522	12.60

Expense Approval Report

Post Dates: 12/04/2018 - 12/04/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RIVERSIDE, CITY OF	11/29/18	12/04/2018	RECORDER OF DEEDS/ BRIARC	10-819-000-32700	69.00
TYLER TECHNOLOGIES, INC	025-242907	12/04/2018	2019 MAINTENANCE/ ADMIN	10-112-000-40700	14,518.13
TYLER TECHNOLOGIES, INC	025-242907	12/04/2018	2019 MAINTENANCE/ COURT	10-216-000-40700	6,280.01
TYLER TECHNOLOGIES, INC	045-243830	12/04/2018	SUPPORT & UPDATE LICENSIN	10-112-000-40700	2,756.25
LINCOLN NATIONAL LIFE INS.	3782126400	12/04/2018	LIFE INS - ADMINISTRATION	10-112-000-19200	60.79
LINCOLN NATIONAL LIFE INS.	3782126400	12/04/2018	LIFE INS - MUNICIPAL COURT	10-216-000-19200	7.70
LINCOLN NATIONAL LIFE INS.	3782126400	12/04/2018	LIFE INS - PUBLIC SAFETY	10-221-000-19200	475.44
LINCOLN NATIONAL LIFE INS.	3782126400	12/04/2018	LIFE INS - COMMUNICATIONS	10-223-000-19200	105.95
LINCOLN NATIONAL LIFE INS.	3782126400	12/04/2018	LIFE INS - PS ADMINISTRATIO	10-224-000-19200	55.90
LINCOLN NATIONAL LIFE INS.	3782126400	12/04/2018	LIFE INS - FIRE DEPARTMENT	10-226-000-19200	280.64
LINCOLN NATIONAL LIFE INS.	3782126400	12/04/2018	LIFE INS - PUBLIC WORKS	10-331-000-19200	69.30
LINCOLN NATIONAL LIFE INS.	3782126400	12/04/2018	LIFE INS - ENGINEERING	10-332-000-19200	15.40
LINCOLN NATIONAL LIFE INS.	3782126400	12/04/2018	LIFE INS - COMMUNITY CENTE	10-341-000-19200	15.40
LINCOLN NATIONAL LIFE INS.	3782126400	12/04/2018	LIFE INS - COMMUNITY DEVEL	10-819-000-19200	34.65
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	HEALTH - ADMINISTRATION	10-112-000-19000	5,680.68
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	DENTAL - ADMINISTRATION	10-112-000-19100	495.20
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	VISION - ADMINISTRATION	10-112-000-19300	91.84
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	HEALTH - MUNICIPAL COURT	10-216-000-19000	476.96
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	DENTAL - MUNICIPAL COURT	10-216-000-19100	35.52
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	VISION - MUNICIPAL COURT	10-216-000-19300	7.84
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	HEALTH - PUBLIC SAFETY	10-221-000-19000	24,514.18
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	DENTAL - PUBLIC SAFETY	10-221-000-19100	1,696.64
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	VISION - PUBLIC SAFETY	10-221-000-19300	353.92
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	HEALTH - COMMUNICATIONS	10-223-000-19000	6,770.48
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	DENTAL - COMMUNICATIONS	10-223-000-19100	229.32
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	VISION - COMMUNICATIONS	10-223-000-19300	84.00
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	HEALTH - PS ADMINISTRATIO	10-224-000-19000	2,070.90
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	DENTAL - PS ADMINISTRATIO	10-224-000-19100	176.56
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	VISION - PS ADMINISTRATION	10-224-000-19300	44.80
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	HEALTH - FIRE DEPARTMENT	10-226-000-19000	9,652.68
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	DENTAL - FIRE DEPARTMENT	10-226-000-19100	830.04
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	VISION - FIRE DEPARTMENT	10-226-000-19300	144.48
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	HEALTH - PUBLIC WORKS	10-331-000-19000	4,927.08
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	DENTAL - PUBLIC WORKS	10-331-000-19100	336.92
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	VISION - PUBLIC WORKS	10-331-000-19300	62.72
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	HEALTH - ENGINEERING	10-332-000-19000	1,789.30
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	DENTAL - ENGINEERING	10-332-000-19100	123.80
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	VISION - ENGINEERING	10-332-000-19300	30.24
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	HEALTH - COMMUNITY CENTE	10-341-000-19000	1,583.90
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	DENTAL - COMMUNITY CENTE	10-341-000-19100	123.80
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	VISION - COMMUNITY CENTE	10-341-000-19300	23.52
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	HEALTH - COMMUNITY DEVEL	10-819-000-19000	6,210.02
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	DENTAL - COMMUNITY DEVEL	10-819-000-19100	388.64
MIDWEST PUBLIC RISK OF MI	B0558K	12/04/2018	VISION - COMMUNITY DEVEL	10-819-000-19300	105.28
Fund 10 - GENERAL FUND Total:					157,625.81

Fund: 21 - CAPITAL IMPROVEMENTS FUND

CLARK ENERSEN PARTNERS, T	2	12/04/2018	RIVERSIDE TREMONT TRWY/	21-068-000-50000	630.00
CLARK ENERSEN PARTNERS, T	1.	12/04/2018	RIVERSIDE HORIZONS SITE/ P	21-020-000-51007	4,006.00
SAM'S CLUB DIRECT	009650	12/04/2018	BOA CHAMBER TV PROJECT	21-039-000-53000	769.00
ROBERT W MOSES	11-4251	12/04/2018	BETWEEN LAKE & W. SIDE OF	21-025-000-53000	1,050.00
HECO, INC	230	12/04/2018	ARGOSY & HORIZONS PKWY	21-020-000-54000	18,080.00
JOHNSON'S CONSTRUCTION L	1411	12/04/2018	CITY HALL/ CARPENTRY, BOA	21-039-000-53000	4,716.00
HECO, INC	231	12/04/2018	ARGOSY & HORIZONS PKWY	21-020-000-54000	16,749.50
GARY D CRAWFORD	11/28/18A	12/04/2018	TREE TRIMMING - CLIFFVIEW,	21-025-000-53000	1,750.00
GARY D CRAWFORD	11/28/18B	12/04/2018	TREE TRIMMING - STRATHBU	21-025-000-53000	1,750.00
GARY D CRAWFORD	11/28/18C	12/04/2018	TREE TRIMMING - INDIAN HIL	21-025-000-53000	1,750.00
GARY D CRAWFORD	11/28/18D	12/04/2018	TREE TRIMMING - INDIAN HIL	21-025-000-53000	1,750.00
METRO ASPHALT, INC	12	12/04/2018	2017 STREET MAINTENANCE	21-025-000-53000	8,281.00
RIVERSIDE, CITY OF	11/29/18	12/04/2018	REIMB FOR FITNESS CT WATE	21-071-000-53000	19.95
Fund 21 - CAPITAL IMPROVEMENTS FUND Total:					61,301.45

Expense Approval Report

Post Dates: 12/04/2018 - 12/04/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 30 - CAPITAL EQUIPMENT FUND					
LANDMARK DODGE CHRYSLER	11/26/2018	12/04/2018	2018 Ram 2500 PU Assistant	30-226-000-60000	30,393.00
KC BOBCAT	21100125	12/04/2018	2017 BOBCAT S650 SKID STEE	30-331-000-65000	41,220.87
Fund 30 - CAPITAL EQUIPMENT FUND Total:					71,613.87
Grand Total:					290,541.13



Riverside Fire Department Resolution Overview

AGENDA DATE: December 4th, 2018

BACKGROUND: This request is for the purchase of emergency vehicle equipment, vehicle graphics, and equipment installation for 2 requested fire vehicles 2018 Dodge Ram 2500. The emergency vehicle equipment is being purchased & Installed from 911 Custom under the Missouri State contract. Our business partners Everlasting Sign Company & Chucks Trucks are completing the graphics and installation of a shell to cover the pickup bed. The requested vehicle items were part of the approved 2018-2019 budget.

BUDGETARY IMPACT not to exceed : \$39,214

Respectively,

Gordon Fowlston

Fire Division Chief

RESOLUTION NO. R – 2018-101

A RESOLUTION AUTHORIZING THE PURCHASE OF EMERGENCY EQUIPMENT FOR TWO 2018 DODGE RAMS 2500 FROM 911 CUSTOM OFF THE MISSOURI STATE CONTRACT IN AN AMOUNT NOT TO EXCEED \$39,214.00

WHEREAS, the Fire Department has a need for the Fire Package for emergency equipment, graphics and installation to equip two 2018 Dodge Rams 2500 that was approved in the 2018-2019 budget; and

WHEREAS, the City of Riverside in the adoption of its purchasing policy has approved the practice of purchasing equipment from competitive bids awarded by other governmental entities through the cooperative bidding process; and

WHEREAS, Missouri State Contract has competitively bid and awarded a contract to 911 Custom; and

WHEREAS, funds for such purpose were budgeted in the Fiscal Year 2018-2019 budget; and

WHEREAS, the City of Riverside finds it is in the best interest of the citizens of the City of Riverside to authorize and approve the purchase of emergency equipment, graphics and installation to equip two 2018 Dodge Rams 2500 in an amount not to exceed \$39,214.00.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:

THAT, the purchase of emergency equipment, graphics and installation to equip a 2018 Dodge Rams 2500 from 911 Custom, in an amount not to exceed \$39,214.00 is hereby authorized and approved; and

FURTHER THAT the Mayor and/or the City Administrator, or his designee, are hereby authorized to execute all documents necessary or incidental to this transaction and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the ____ day of December 2018.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE BENEFIT OF LINK REAL ESTATE LLC; AUTHORIZING THE CITY TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$11,850,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, PURCHASING AND CONSTRUCTING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Riverside, Missouri, a fourth-class city and political subdivision of the State of Missouri (the "City"), is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (RSMo) (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in Section 100.010 RSMo) 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, Section 100.050 RSMo requires the City to prepare a plan in connection with any industrial development project undertaken pursuant to the Act; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, prepared a Plan for an Industrial Development Project dated November 9, 2018 (the "Plan") for Link Real Estate LLC, Inc., a Missouri limited liability company or assigns, with respect to a project consisting of the purchasing, designing, constructing and installing of an approximately 200,000-250,000 square foot manufacturing facility and associated site work, utility and infrastructure improvements, including, but not limited to, water, sewer, electrical and environmental improvements, swales and detention ponds and access improvements (the "Project"), 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 desires to finance the costs of the Project out of the proceeds of a series of industrial development bonds to be issued under the Act; 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 said bonds for the purpose described above; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with 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;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:

SECTION 1. PROMOTION OF ECONOMIC DEVELOPMENT. The Board of Aldermen hereby find and determine 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 Board of Alderman hereby approves the Plan for an Industrial Development Project attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

SECTION 2 - AUTHORIZATION OF THE BONDS. The City is hereby authorized to issue and sell its Industrial Development Revenue Bonds (Link Real Estate LLC Project), Series 2019, in an aggregate principal amount of not to exceed \$11,850,000 (the “Bonds”), for the purpose of providing funds to pay the costs of the Project and to pay a portion of the costs of issuing the Bonds. The Bonds shall be issued and secured pursuant to the Indenture and shall have such terms, provisions, covenants and agreements as are set forth therein.

SECTION 3 - LIMITATION ON LIABILITY. The Bonds and the interest thereon shall be limited and special revenue obligations of the City payable solely out of the rents, revenues and receipts derived by the City the herein authorized Lease Agreement and not from any other fund or source of the City. Such payments, revenues and receipts shall be pledged and assigned to the bond trustee named therein (the “Trustee”) as security for the payment of the Bonds as provided in the Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City or the State of Missouri (the “State”), and neither the City nor the State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

SECTION 4 - AUTHORIZATION OF DOCUMENTS. The City is hereby authorized to enter into the following documents (the “City Documents”), in substantially the forms presented to and approved by the Board of Aldermen and attached to this Ordinance, with such changes therein as are approved by the officials of the City executing the documents, such officials’ signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated as of the date set forth therein (the “Indenture”), between the City and the Trustee, pursuant to which (1) the Bonds will be issued and (2) the City will pledge the Leased Property and assign certain of 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 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 lease the Leased Property to the Company, pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by Company that will be sufficient to pay the principal of, premium, if any, and interest on the Bonds, including a Memorandum of Lease Agreement providing notice of the Lease Agreement.

(c) Bond Purchase Agreement dated as of the date set forth therein, among the City, the Company and the purchaser of the Bonds.

SECTION 5. CREATION OF BOND FUND. The City is hereby authorized to establish with the Trustee pursuant to the Indenture, a special trust fund in the name of the City to be designated the “City of Riverside, Missouri, Bond Fund – Link Real Estate LLC Project” and the City shall cause all sums required by the Indenture to be deposited therein and shall create all accounts therein required by the Indenture.

SECTION 6 - EXECUTION OF DOCUMENTS. The Mayor is hereby authorized 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 is hereby authorized 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 is hereby authorized 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 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. The Mayor is hereby authorized, throughout the term of the Lease Agreement, to execute all documents on behalf of the City (including documents pertaining to the transfer of property) as may be required to carry out and comply with the intent of this Ordinance, the Indenture and the Lease Agreement.

SECTION 8 - CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 9 - EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, passed and approved by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 4th day of December, 2018.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

EXHIBIT A

PLAN FOR INDUSTRIAL DEVELOPMENT

\$11,850,000
Maximum Principal Amount

CITY OF RIVERSIDE, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(LINK REAL ESTATE LLC PROJECT)
SERIES 2019

Dated January 1, 2019

BOND PURCHASE AGREEMENT

City of Riverside, Missouri
2950 N.W. Vivion Road
Riverside, Missouri 64150

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Link Real Estate LLC, a Missouri limited liability company (the **“Purchaser”**) offers to purchase from the City of Riverside, Missouri (the **“Issuer”**), the above-referenced Industrial Revenue Bonds, dated as provided in the Indenture (hereinafter defined), in the maximum aggregate principal amount of \$11,850,000 (the **“Bond”**), to be issued by the Issuer, under and pursuant to an ordinance adopted by the governing body of the Issuer on December 4, 2018 (the **“Ordinance”**) and a Trust Indenture dated as of January 1, 2019 (the **“Indenture”**), by and between the Issuer and Security Bank of Kansas City, a state banking corporation duly organized and existing and authorized to accept and execute trusts of the character herein, with its designated corporate trust office located in Kansas City, Kansas, as Trustee (the **“Trustee”**).

SECTION 1. REPRESENTATIONS AND AGREEMENTS

By the Issuer’s acceptance hereof, the Issuer hereby represents to the Purchaser that:

(a) The Issuer is a fourth-class city duly organized and existing under the laws of the State of Missouri. The Issuer is authorized pursuant to the Constitution and laws of the State of Missouri, to authorize, issue and deliver the Bond and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease Agreement dated as of January 1, 2019 (the **“Lease Agreement”**), by and between the Issuer, Link Real Estate LLC, a Missouri limited liability company (the **“Company”**), and any and all other agreements relating thereto. The proceeds of the Bond shall be used to finance the Project as defined in the Indenture and to pay for the costs incurred in connection with the issuance of the Bond.

(b) 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 Issuer 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 Bond or the constitutionality or validity of the indebtedness represented by the Bond or the validity of the Bond, the Lease Agreement, the Indenture or this Bond Purchase Agreement.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BOND

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 Issuer and the Issuer agrees to sell to the Purchaser the Bond on the terms and conditions set forth herein.

The Bond shall be sold to the Purchaser by the Issuer on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be deposited in the Project Fund as provided in **Section 502** of the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs as provided in **Section 4.4** of the Lease Agreement. From time to time after the Closing Date, the Purchaser may make additional payments with respect to the Bond (“**Additional Payments**”) to the Trustee under the Indenture, which Additional Payments shall be deposited in the Project Fund and applied to the payment of Project Costs and the outstanding principal amount of the Bonds shall increase by each such Additional Payment; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed \$11,850,000.

As used herein, the term “**Closing Date**” shall mean _____, 2019, or such other date as shall be mutually agreed upon by the Issuer and the Purchaser; the term “**Closing Price**” shall mean that certain amount specified in writing by the Purchaser and agreed to by the Issuer as the amount required to fund the initial disbursement from the Project Fund on the Closing Date.

The Bond shall be issued under and secured as provided in the Ordinance and in the Indenture and the Lease Agreement authorized thereby and the Bond shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bond shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of \$11,850,000; provided, that the principal amount of the Bond 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 Bond only on the outstanding principal amount of the Bond, as more fully provided in the Indenture.

The Company agrees to indemnify and hold harmless the Issuer and the Trustee, including any member, officer, official or employee of the Issuer 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 caused by any violation or failure to comply with any federal or state securities laws in connection with the Bonds; provided, however, the indemnification contained in this paragraph shall not extend to such Indemnified Party if such loss, claim, damage, liability or expense is (a) the result of the Indemnified Party’s negligence or willful misconduct, or (b) the Indemnified Party is not following the written instructions of the Company or the Owner of 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 reasonable 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 in writing 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 Issuer of the Issuer's obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the Issuer'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 Lease Agreement and the Bond Purchase Agreement and any other instrument contemplated thereby 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 Issuer shall confirm on the Closing Date by a certificate that at and as of the Closing Date the Issuer has taken all action necessary to issue the Bond 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 Issuer or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bond, or the constitutionality or validity of the indebtedness represented by the Bond or the validity of the Bond or any proceedings in relation to the issuance or sale thereof. The form and substance of such certificate shall be satisfactory to the Purchaser and the Company.

(c) Receipt by the Purchaser and the Company of an approving opinion from Gilmore & Bell, P.C., 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 Bond by notifying the Issuer in writing sent by first class mail, facsimile or reputable overnight delivery service, 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 Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bond.

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 Bond 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 Bond from Bond proceeds or otherwise.

SECTION 8. NOTICE

Any notice or other communication to be given to the Issuer or the Company under this Agreement may be given by mailing or delivering the same in writing as provided in the Indenture; and any notice or other communication to be given to the Purchaser under this Agreement may be given by delivering the same in writing to Purchaser at 1501 Taney Street, North Kansas City, Missouri 64116 Attention: Timothy J. Link.

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 Issuer.

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.

[The remainder of this page left intentionally blank]

Very truly yours,

LINK REAL ESTATE LLC,
a Missouri limited liability company,
as Purchaser

By: _____
Timothy J. Link

Accepted and Agreed as of the Closing Date.

CITY OF RIVERSIDE, MISSOURI

By: _____
Mayor

(Seal)

ATTEST:

By: _____
City Clerk

Accepted and Agreed to as of the Closing Date.

LINK REAL ESTATE LLC,
a Missouri limited liability company,
as Purchaser

By: _____
Timothy J. Link

CITY OF RIVERSIDE, MISSOURI

AND

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

TRUST INDENTURE

Dated as of January 1, 2019

Relating to:

\$11,850,000
(Aggregate Maximum Principal Amount)
City of Riverside, Missouri
Taxable Industrial Revenue Bonds
(Link Real Estate LLC Project)
Series 2019

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of January 1, 2019 (the “**Indenture**”), between the **CITY OF RIVERSIDE, MISSOURI**, a fourth-class city duly organized and validly existing under the laws of the State of Missouri (the “**Issuer**”), and **SECURITY BANK OF KANSAS CITY**, a banking corporation duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the State of Missouri, and having its principal corporate trust office located in the City of Kansas City, Kansas, as trustee (the “**Trustee**”);

WITNESSETH:

WHEREAS, the Issuer 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 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 Issuer deem advisable;

WHEREAS, pursuant to the Act, the governing body of the Issuer has heretofore passed Ordinance No. ____ (the “**Ordinance**”) on December 4, 2018, approving a plan for an industrial development project and authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (Link Real Estate LLC Project), Series 2019, in the maximum principal amount of \$11,850,000 (the “**Bonds**”), for the purpose of purchasing, designing, constructing and installing of an approximately 200,000-250,000 square foot manufacturing facility and associated site work, utility and infrastructure improvements, including, but not limited to, water, sewer, electrical and environmental improvements, swales and detention ponds and access improvements, as hereinafter more fully described (the “**Project**”), and authorizing the Issuer to lease the Project to Link Real Estate LLC (the “**Company**”)

WHEREAS, pursuant to the Ordinance, the Issuer is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Bonds and to enter into the Lease Agreement of even date herewith (the “**Lease**”), with the Company under which the Issuer, as lessor, will acquire, purchase, construct, equip and remodel the Project and will lease the Project to the Company, as lessee, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid and legally binding obligations of the Issuer, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate 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 Issuer, 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 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 Issuer 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 (subject to the proviso set forth in the following paragraph), 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 in and to the Project together with the tenements, hereditaments, appurtenances, rights, privileges and immunities thereunto belonging or appertaining;

(b) All right, title and interest of the Issuer in, to and under the Lease, and all rents, revenues and receipts derived by the Issuer from the Project including, without limitation, all rentals and other amounts to be received by the Issuer 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 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 Issuer 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 Issuer shall well and truly pay, or cause 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 shall provide for the payment thereof (as provided in **Article XIII** hereof), and shall pay or cause 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 thereby 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 Issuer does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds or coupons, 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:

“Additional Bonds” means any Bonds issued pursuant to **Section 209** of this Indenture.

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

“Bond” or **“Bonds”** means the Taxable Industrial Revenue Bonds (Link Real Estate LLC Project), Series 2019, in the maximum principal amount of \$11,850,000, issued pursuant to **Section 208** of this Indenture and Additional Bonds, authenticated and delivered under and pursuant to this Indenture.

“Bond Fund” means “City of Riverside, Missouri, Taxable Industrial Revenue Bond Fund – Link Real Estate LLC Project, Series 2019” created in **Section 601** of this Indenture.

“Bondowner” means the registered owner of any Bond, as recorded in the books maintained by the Trustee for registration and transfer of the Bonds.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds by and between the Issuer and the purchaser identified therein.

“Business Day” shall mean a day which is not (a) a Saturday, Sunday or any other day on which banking institutions in New York, New York, or the Issuer or cities in which the principal payment or other designated corporate office of the Trustee is located are required or authorized to close or (b) a day on which the New York Stock Exchange is closed.

“City” means the City of Riverside, Missouri, a fourth-class city organized and existing under the laws of the State of Missouri, and its successors and assigns.

“Company” means, Link Real Estate LLC, a Missouri limited liability company, and their successors or assigns.

“Completion Date” means the date of execution of the certificate required pursuant to **Section 504** hereof.

“Cumulative Outstanding Principal Amount” means an amount equal to the aggregate of all amounts paid into the Project Fund in accordance with the provisions of this Indenture, the Bond Purchase Agreement and the Lease, as reflected in the bond registration records maintained by the Trustee or in the Table of Cumulative Outstanding Principal Amount set forth in the form of Bond in **Section 401** hereof.

“Event of Default” means any Event of Default as defined in **Section 901** hereof.

“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) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any of the federal agencies set forth in clause (b) below to the extent they are unconditionally guaranteed by the United States of America;

(b) obligations of 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, and Farm Service Agency;

(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 financial institution organized under the laws of any state of the United States of America or under the laws of the United States of America (including the Trustee), 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 (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit and shall be lodged 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 Tenant 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, whose only assets are obligations described in (a) above, and which shares, at the time of purchase, are rated by Standard & Poor’s 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;

- (f) Any other investment approved in writing by the Owner of the Bonds.

“Lease” means the Lease Agreement dated as of January 1, 2019, between the Issuer, 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.

“Maturity Date” means December 1, 2019.

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

- (a) Bonds theretofore 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” shall have the same meaning as Bondowner.

“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.

“Project” means the project referred to in the recitals of this Indenture, including the Project Site and 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 and construction the Project, including the following:

- (a) all costs and expenses necessary or incident to the acquisition of the Project Site and any Project Improvements located thereon at the execution of this Lease and which the Company conveys to the Issuer;
- (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 architects, appraisers, surveyors and engineers in relation to the acquisition, purchase, and construction of the Project or the issuance of the Bonds;
- (c) all costs and expenses of every nature incurred in acquisition, purchase, and construction of the Project Improvements and otherwise improving the Project Site and purchasing and installing the Project Equipment, including the actual cost of labor and materials as payable to

contractors, builders and materialmen in connection with the acquisition, purchase, and construction of the Project;

(d) an allowance for the Company's cost of funds used during the construction period of the Project, which may include interest accruing on the Bonds during such period;

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

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, underwriting expenses, 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 acquisition, purchase, and construction 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; (2) the acquisition, purchase, and construction 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 "City of Riverside, Missouri, Project Fund – Link Real Estate LLC Project, Series 2019" created in **Section 501** of this Indenture.

"Supplemental Indenture" means any indenture supplemental or amendatory to this Indenture entered into by the Issuer 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, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

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) 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 Riverside, Missouri Taxable Industrial Revenue Bond (Link Real Estate LLC Project), Series 2019.” The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$11,850,000, plus the principal amount of any Additional Bonds.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the Issuer payable solely out of the rents, revenues and receipts derived by the Issuer from the Project and not from any other fund or source of the Issuer, and are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners of the Bonds, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the Issuer or the State of Missouri, and neither the Issuer nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of Bonds.

(a) The Bonds shall be issuable in the form of one fully registered Bonds without coupons in the denomination of \$0.01 or any multiple thereof up to the maximum principal denomination of \$11,850,000. The Bond shall be substantially in the form hereinafter set forth in **Article IV** of this Indenture.

(b) The Bond shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bond is at any time thereafter transferred, any Bond replacing such Bond shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bond.

(a) The principal of and interest on the Bond 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 Bond shall be made upon the presentation and surrender of such Bond at the principal payment office of any Paying Agent named in the Bond; **provided**, that so long as the Company is the sole Bondowner, the Trustee shall make payments of principal on such Bond by internal bank transfer or by wire transfer to an account at a commercial bank or savings institution designated by such Bondowner and located in the continental United States; **provided, further**, that upon any payment by

internal bank transfer or by wire transfer of principal on such Bond, the Trustee shall record the amount of such principal payment on the registration books for the Bonds maintained by the Trustee on behalf of the Issuer. If the Bond is presented to the Trustee together with such payment, the Trustee may enter the amount of such principal payment on the Table of Cumulative Outstanding Principal Amount on the Bond in the manner provided by **Section 402** hereof. Notwithstanding the foregoing, the registration books maintained by the Trustee shall be the official record of the Cumulative Outstanding Principal Amount on the Bond at any time, and the Bondowner is not required to present the Bond for action by the Trustee, as bond registrar, with each payment of principal on the Bond. Payment of the interest on the Bond shall be made by the Trustee on each interest payment date to the person appearing on the registration books of the Issuer hereinafter provided for as the registered owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such interest payment date by check or draft mailed to such registered owner at such owner's address as it appears on such registration books. In the event that the Company is the sole Bondowner, the Trustee is authorized to make interest payments on such Bond by internal bank transfer or by wire transfer to an account at a commercial bank or savings institution designated by such Bondowner and located in the continental United States. In addition, at the written request of any registered owner of Bonds in the aggregate principal amount of at least **\$500,000**, the principal and interest on this Bond shall be paid by electronic transfer to such owner upon written notice to the Trustee from such owner containing the electronic transfer instructions to which such owner wishes to have such transfer directed and such written notice is given by such owner to the Trustee not less than the fifteenth day (whether or not a Business Day) of the calendar month next preceding such interest payment date. Any such written notice for electronic transfer shall be signed by such owner and shall include the name of the bank (which shall be in the continental United States), its address, its ABA routing number and the name, number and contact name related to such owner's account at such bank to which the payment is to be credited.

Section 205. Execution and Authentication of Bonds.

(a) The Bond shall be executed on behalf of the Issuer by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and shall have the corporate seal of the Issuer affixed thereto or imprinted thereon. In case any officer whose signature or facsimile thereof appears on the Bond shall cease 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 shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(b) The Bond shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Section 401** 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 unless and until such Certificate of Authentication shall have been duly executed by the Trustee. Such 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 officer or employee 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 Bond may be transferred 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 registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to the Trustee. The Bond has not been registered under the Securities Act of 1933, as amended, or any state securities law, and the Bond may not be transferred unless (i) the Issuer consents in writing to such transfer, and (ii) and the Issuer and the Trustee are furnished a written legal opinion from counsel acceptable to the Trustee, the Issuer and the Company, to the effect that such transfer is exempt from the registration requirements of the Securities Act of 1933, as amended, and any applicable state securities law. The Bond may be transferred to any successor to the Company or any entity owned or under common ownership with the Company, as Lessee under the Lease without the necessity of obtaining the Issuer's consent or such an opinion. In connection with any such transfer of the Bond the Trustee shall receive an executed representation letter signed by the proposed assignee containing substantially the same representations contained in the representation letter delivered to the Trustee from the Owner upon the initial issuance of the Bond. Upon any such transfer, the Issuer shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, 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.

(c) In all cases in which Bonds shall be exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the Issuer 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 Issuer 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. Neither the Issuer nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding an interest 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.

In the event any registered owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Trustee from amounts otherwise payable to such registered owner hereunder or under the Bonds.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the person in whose name the same shall be 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, and 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 registered 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) There shall be issued and secured by this Indenture a series of Bonds in the aggregate maximum principal amount of \$11,850,000 for the purpose of providing funds for paying the costs of the Project, which Bonds shall be designated "City of Riverside, Missouri Taxable Industrial Revenue Bond (Link

Real Estate LLC Project), Series 2019.” The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on the Maturity Date (subject to prior redemption as hereinafter provided in **Article III**) and shall bear interest as specified in **Section 208(e)** hereof, payable on the dates specified in **Section 208(e)** hereof.

(b) The Trustee is hereby designated as the Issuer’s Paying Agent for the payment of the principal of and interest on the Bonds. The Owners of 100% of the Bonds then outstanding may designate a different Paying Agent upon written notice to the Issuer and the Trustee.

(c) The Bond shall be executed without material variance from the form and in manner set forth in **Article IV** hereof and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Bond by the Trustee, there shall be filed with the Trustee the following:

(1) An original or certified copy of the ordinance passed by the governing body of the Issuer on December 4, 2018, authorizing the issuance of the Bonds and the execution of this Indenture and the Lease;

(2) An original executed counterpart of this Indenture;

(3) Original executed counterparts of the Lease;

(4) A request and authorization to the Trustee on behalf of the Issuer, executed by the Authorized City Representative, to authenticate the Bond and deliver the same to the purchaser identified in the Bond Purchase Agreement upon payment to the Trustee, for the account of the Issuer, 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 Issuer; and

(6) Evidence of insurance coverage as required by **Article VII** of the Lease.

(d) When the documents specified in subsection (c) of this Section shall have been filed with the Trustee, and when the Bond shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Bond to or upon the order of the purchaser thereof, but only upon payment to the Trustee of the purchase price of the Bond, as specified in the Bond Purchase Agreement. The proceeds of the sale of the Bonds shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in **Article V** hereof.

(e) The Bond shall bear interest at the rate of **2.00%** per annum on the Cumulative Outstanding Principal Amount of the Bond, and such interest shall be payable in arrears on the Maturity Date or upon earlier redemption prior to said date in accordance with **Article III**, and, if the Bond is not paid in full on the Maturity Date, continuing thereafter until the said Cumulative Outstanding Principal Amount is paid in full; provided, however, in no event shall the interest rate on the Bond exceed the maximum permitted amount under Section 108.170 of the Revised Statutes of Missouri. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each. Principal shall be payable at maturity unless redeemed prior to said date in accordance with **Article III**.

(f) The Series 2019 Bond 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, upon any change, send a revised copy of the Table of Cumulative Outstanding Principal Amount 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 the Table of Cumulative Outstanding Principal Amount as noted by the Trustee shall be conclusive evidence of the principal amount Outstanding or paid on the Bonds.

Section 209. Authorization of Additional Bonds.

(a) Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity with the Bonds, and any other Additional Bonds which remain Outstanding after the issuance of such Additional Bonds, at any time or from time to time, upon compliance with the conditions hereinafter provided in this Section, for the purpose of providing funds for (i) refunding all or part of the Bonds then Outstanding of any series, including the payment of any premium thereon and interest to accrue to the designated redemption dated and any expenses in connection with such refunding, (ii) to provide funds to pay the costs of completing the Project, (iii) to provide funds to pay all or any part of the costs of repairing, replacing or restoring the Project in the event of damage, destruction or condemnation thereto or thereof, and (iv) to provide funds to pay all or any part of the costs of acquisition, purchase, construction, improvement, equipping and remodeling to the Project as the Company may deem necessary or desirable. Additional Bonds issued for purposes described in clause (i) above shall also be referred to as “Refunding Bonds.”

(b) Before any Additional Bonds shall be issued under the provisions of this Section, the Issuer shall (i) pass an ordinance authorizing the issuance of such Additional Bonds, fixing the amount thereof and describing the Bonds to be refunded, authorizing the Issuer to enter into a Supplemental Indenture for the purpose of issuing such Additional Bonds and, if required, authorizing the Issuer to enter into a Supplemental Lease with the Company, and (ii) except in the case of Refunding Bonds, for which consent shall not be required, obtain the written consent to the issuance of the proposed Additional Bonds from the Owners of 100% of the Bonds Outstanding as reflected on the bond registration books maintained by the Trustee immediately preceding the issuance of such Additional Bonds.

(c) Such Additional Bonds shall be dated, shall be stated to mature in such year or years, shall bear interest at such rate or rates not exceeding the maximum rate then permitted by law, and shall be redeemable at such times and prices, all as may be provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturity or maturities, the rate or rates of interest or the provisions for redemptions, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Bonds, and any other Additional Bonds which remain Outstanding after the issuance of such Additional Bonds.

(d) Except as provided in this Section, the Issuer will not otherwise issue any obligations on a parity with the Bonds, but the Issuer may, at the written request of the Company, issue other obligations specifically subordinate and junior to the Bonds, without the written consent of all or any of the Owners.

Section 210. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond shall become mutilated, or be lost, stolen or destroyed, the Issuer 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 Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond, the Issuer and the

Trustee may require the payment of an amount sufficient to reimburse the Issuer 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 211. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased 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, redemption or purchase 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 in triplicate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the Issuer and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article. Additional Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions contained in this Article and as may be specified in the Supplemental Indenture authorizing such Additional Bonds.

Section 302. Redemption of Bonds. The Bonds shall be subject to redemption and payment in whole or in part, as follows:

(a) At any time prior to the stated maturity thereof, by the Issuer, at the option of and upon instructions from the Company, at a price equal to the par value thereof, plus accrued interest thereon, without premium or penalty, to the date of payment.

(b) At any time prior to the stated maturity thereof, to the extent amounts are deposited into the Bond Fund in accordance with **Section 602** hereof, at a price equal to the par value thereof, plus accrued interest thereon, without premium or penalty, to the date of payment.

Section 303. Effect of Call for Redemption. Prior to or on the date fixed for redemption, funds or non-callable Government Securities 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.

Section 304. Notice of Redemption. In the event the Bonds are to be called for redemption as provided in **Section 302(a) or (b)** hereof, the Company shall deliver written notice to the Issuer and the Trustee that it has elected to redeem all or a portion of the Bonds in accordance with **Section 302(a) or (b)** hereof at least ten days prior to the scheduled redemption date. The Trustee shall then deliver written notice

to the Owner at least five days prior to the scheduled redemption date by first class mail stating the date upon which the Bonds will be redeemed and paid.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bond and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit A** attached hereto. Additional Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be in substantially the form set forth in this Article, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. 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 Project Fund. There is hereby created and ordered to be established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated the "City of Riverside, Missouri, Project Fund – Link Real Estate LLC Project, Series 2019" (herein called the "**Project Fund**").

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bond (other than Refunding Bonds), 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 602** 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 acquisition, purchasing, construction, improving, equipping or remodeling of the Project shall 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 Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of **Article IV** of the Lease, and the Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) In paying any requisition under this Section, the Trustee may rely conclusively as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative, without inquiry or investigation. It is understood that the Trustee shall not be required to make any inspections of the Project, nor any improvements with respect thereto, make any provision to obtain completion bonds, mechanic's or materialmen's lien releases or otherwise supervise the Project. The approval of each requisition certificate by the Authorized Company Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed. If the Issuer 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 Issuer.

(c) If required, the Issuer covenants and agrees to take all necessary and appropriate action promptly in approving and ordering all such disbursements. The Trustee is hereby authorized and directed to issue checks for each disbursement in the manner and as provided for by the aforesaid provisions of the Lease.

(d) The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and shall provide a statement of receipts and disbursements with respect thereto to the Company on a monthly basis. After the Project has been completed and a certificate of payment of all costs filed as provided in **Section 504** hereof, the Trustee shall file a final statement of receipts and disbursements with respect thereto with the Issuer and the Company.

Section 504. Completion of the Project. The completion 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 any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund.

Section 505. Disposition Upon Acceleration. If the principal of the Bonds shall have become due and payable pursuant to **Section 902** of this Indenture, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX** provided, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee with advice to the Issuer and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Creation of the Bond Fund. There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated the “City of Riverside, Missouri, Taxable Industrial Revenue Bond Fund – Link Real Estate LLC Project, Series 2019” (herein called the “**Bond Fund**”).

Section 602. Deposits Into the Bond Fund. The Trustee shall deposit into the Bond Fund, as and when received, (a) all rent payments payable by the Company to the Issuer specified in **Section 5.1** of the Lease and amounts due under **Section 5.2** of the Lease; (b) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project; (c) 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; and (d) 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, including, without limitation, amounts payable into the Bond Fund by the Issuer pursuant to **Section 801** hereof.

Section 603. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 606** 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 prior to 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 602** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the Issuer.

(b) The Issuer 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 prior to such redemption, the Issuer 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 represented for payment.

Section 604. Payments Due on Saturdays, Sundays and Holidays. 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 shall be a Saturday, a Sunday or a legal holiday or a day on which banking institutions in the Issuer of payment are authorized by law to close, 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 not a Saturday, a Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close 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 605. Nonpresentment of Bonds. In the event any Bond shall not be 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 Issuer 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 shall not be presented for payment within four years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall repay to the Tenant the funds theretofore held by it for payment of such Bond, without liability for interest thereon, 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.

Section 606. Repayment to the Company from the Bond Fund. 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 Issuer and any Paying Agent and any other amounts required to be paid under this Indenture and the Lease, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

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 or any moneys received hereunder except such as may be agreed upon.

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 prior to the date such funds will be needed. In the event the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee shall invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption prior to the date such funds will be needed. 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)** of this Indenture 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** 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 Issuer covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project 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, and to this end the Issuer covenants and agrees that it will use its best efforts to cause the Project to be continuously and sufficiently leased as a revenue and income-providing undertaking, and that, should there be a default under the Lease with the result that the right of possession of the Project is returned to the Issuer, the Issuer shall

fully cooperate with the Trustee and with the Bondowners to the end of fully protecting the rights and security of the Bondowners and shall diligently proceed in good faith and use its best efforts to secure another tenant for the Project to the end that at all times sufficient rents, revenues and receipts will be derived from the Project promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable. Nothing herein shall be construed as requiring the Issuer 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 Issuer covenants that it is duly authorized under the Constitution and laws of the State of Missouri 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 Issuer according to the import thereof.

Section 803. Performance of Covenants. The Issuer 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, undertaking, stipulations and provisions of the Issuer hereunder.

Section 804. Instruments of Further Assurance. The Issuer 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 Issuer 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. Payment of Taxes and Charges. The Issuer represents that pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay, as the same respectively become due, all taxes, assessments and other governmental charges at any time lawfully levied or assessed upon or against the Project or any part thereof.

Section 806. Insurance. The Issuer represents that pursuant to the provisions of **Article VII** of the Lease, the Company has agreed at its own expense to keep the Project constantly insured to the extent provided for therein.

Section 807. Maintenance and Repair. The Issuer represents that pursuant to the provisions of **Section 6.1** of the Lease, the Company has agreed at its own expense to cause the Project to be maintained and kept in good condition, repair and working order, and that pursuant to **Section 8.3** of the Lease the Company may, at its own expense, make from time to time additions, changes and alterations to the Project under the terms and conditions set forth therein.

Section 808. Recordings and Filings. The Issuer will cause this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all appropriate financing statements and 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 of the Bonds and the rights of the Trustee hereunder. The Trustee shall file UCC continuation statements, as needed.

Section 809. Inspection of Project Books. The Issuer 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 810. Enforcement of Rights Under the Lease. The Issuer covenants and agrees that it shall enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project in good order and repair, and to protect the rights of the Trustee and the Bondowners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the Issuer and the Trustee, as its assignee, shall refrain from enforcing any right or obligation (except for rights of the Issuer and the Trustee to receive payments owing to either of them for their own account or for their rights of indemnification or to be protected from liabilities by insurance policies required by the Lease) if so directed in writing by the Owners of 100% of the Outstanding Bonds. The Issuer agrees that the Trustee, as assignee of the rentals and other amounts to be received by the Issuer and paid by the Company under the Lease, or in its name or in the name of the Issuer, may enforce all rights of the Issuer to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Bondowners, whether or not the Issuer is in default hereunder.

Section 811. Subordination of Indenture to the Lease. This Indenture and the rights and privileges hereunder of the Trustee and the Owners of the Bonds are specifically made subject and subordinate to the rights and privileges of the Company (as long as no default by the Company under the Lease is continuing beyond any applicable grace period) set forth in the Lease. So long as not otherwise provided in this Indenture, the Company shall be suffered and permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease. Nothing contained in this Section shall be interpreted as eliminating, modifying or affecting in any manner the rights, privileges or immunities granted to the Trustee in **Article X** hereof.

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 the date fixed for redemption thereof for a period of 5 days following written notice to the Issuer and the Company by the Trustee or by the Owners of 25% in aggregate principal amount of the Bonds Outstanding;

(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 the date fixed for redemption thereof for a period of 5 days following written notice to the Issuer and the Company by the Trustee or by the Owners of 25% in aggregate principal amount of the Bonds Outstanding; or

(c) The occurrence of an Event of Default as specified in **Section 12.1** of the Lease shall have occurred.

No default specified above shall constitute an Event of Default until actual notice of such default by registered or certified mail has been given by the Issuer, the Trustee or by the Owners of 25% in aggregate principal amount of all Bonds Outstanding to the Company and the Issuer, and the Company or the Issuer (as the case may be) 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, (i) 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 Issuer (as the case may be) within such period and diligently pursued until the default is corrected, and (ii) no Event of Default (except for defaults related to Sections 7.3 and 10.5 of the Lease Agreement) shall be declared without the consent of the Owners of the Bonds.

Section 902. Acceleration of Maturity in Event of Default. If an Event of Default shall have occurred and be continuing, 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 Issuer 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 shall thereupon become and be immediately due and payable.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default shall have occurred and be continuing, the Issuer, 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 Issuer pertaining thereto, and including the rights and the position of the Issuer under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements as shall be deemed wise by the Trustee; the Trustee may lease the Project or any part thereof, in the name and for account of the Issuer, 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, his agents and counsel, and (b) any reasonable charges of the Trustee hereunder, and (c) any taxes and assessments and other charges prior to the lien of this Indenture, which the Trustee may deem it wise to pay, and (d) all expenses of such repairs and improvements, and 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 shall have been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the Issuer, 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 Issuer 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 shall have occurred and be continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondowners 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

interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the Issuer as herein set forth.

(b) If an Event of Default shall have occurred and be continuing, and if requested to do so by 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 in the interests of the Bondowners.

(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 of the Bonds, 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 and coupons.

Section 906. Limitation on Exercise of Remedies by Bondowners. No Owner of any Bond 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 subsection (h) of **Section 1001** or of which by said subsection the Trustee is deemed to have notice, (b) such default shall have become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have offered to the Trustee indemnity as provided in subsection (l) of **Section 1001**, and (d) the Trustee shall thereafter fail or refuse 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 of the Bonds 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 Bondowner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the Issuer 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 Bondowners to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to 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; and, provided further, that the Trustee shall have the right to decline to follow any such directions if the Trustee shall in good faith determine that the proceedings so directed would involve the Trustee in personal liability.

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 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, 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**, 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 an interest 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 Issuer and the Paying Agent have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 606** hereof.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Bondowners 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 Bondowners 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. In case the Trustee shall have 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 shall have been determined adversely, then and in every such case the Issuer, the Company, the Trustee and the Bondowners 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 may in its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds, and shall do so upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that 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 prior to 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 fees, charges, costs and expenses of the Trustee and the Issuer, 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 Issuer, the Company, the Trustee and the Bondowners 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.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate 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, prior to the occurrence of an Event of Default and after the curing of all Events of Default which 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 shall have occurred and be continuing, subject to **Section 1001(1)** below, 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, 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, and the Trustee shall be entitled to act upon and may conclusively rely upon the opinion or

advice of counsel, who may be counsel to the Issuer 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.

(c) Except as provided in the Lease and particularly **Section 10.8** thereof, 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 for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith, or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the Issuer 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 which it would have if it were not Trustee.

(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 the Owner of any Bond, 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 prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or Authorized Company Representative as sufficient evidence of the facts therein contained, and prior to 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 or Event of Default hereunder except failure by the Issuer to cause to be made any of the payments to the Trustee required to be made in **Article VI** hereof, unless the Trustee shall be specifically notified in writing of such default or Event of Default by the Issuer 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 shall have the right, but shall not be required, to inspect any and all of the Project, and all books, papers and records of the Issuer 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 shall have the right, 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 Issuer to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action under this Indenture, 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 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.

(n) The Trustee may elect not to proceed in accordance with the directions of the Bondowners without incurring any liability to the Bondowners if, in the opinion of the Trustee, such direction may result in environmental or other liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity pursuant to this section from the Bondowners, and the Trustee may rely conclusively upon an opinion of counsel in determining whether any action directed by the Bondowners may result in such liability.

(o) The Trustee may inform the Bondowners of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not received indemnity pursuant to this section.

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 and necessarily made or incurred by the Trustee in connection with such ordinary services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor

and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or 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 Issuer 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 first lien with right of payment prior to 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 Bondowners if Default Occurs. If an Event of Default occurs of which the Trustee is by subsection (h) of **Section 1001** hereof required to take notice or if notice of an Event of Default be 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** to be kept at the principal office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the Issuer is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Bondowners and, 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 Issuer, the Company and the Bondowners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Bondowners or by the Issuer.

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 delivered to the Trustee, the Issuer and the Company and signed by the Owners of a majority in aggregate principal amount of bonds then Outstanding.

Section 1008. Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or shall otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee reasonably acceptable to the Issuer 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 Issuer, 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 by the Bondowners in the manner above provided. Any such temporary Trustee so appointed by the Issuer shall hold such appointment no longer than 90 days without Company approval and shall immediately and without further acts be superseded by the successor Trustee so appointed by such Bondowners. 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 having a reported capital, surplus and undivided profits of not less than **\$500,000**. Should no temporary or successor Trustee be appointed within thirty days following the date of the instrument of resignation or removal, any Bondowner or the resigning or removed Trustee may petition a court of competent jurisdiction for the appointment of a successor.

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 Issuer 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; but such predecessor shall, nevertheless, on the written request of the Issuer, 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, and thereupon the obligations and duties of the predecessor Trustee hereunder shall cease and terminate. Should any instrument in writing from the Issuer be required by any 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 Issuer.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. In case 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 Bondowners 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 prime rate of the Trustee, plus 2%, 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 of Missouri) 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 on default or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not 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) In the event that 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 Issuer 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 Issuer.

(d) In case 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. Annual Accounting. The Trustee shall render an annual accounting to the Issuer, the Company and to any Bondowner requesting the same and, upon the request of the Company or the Bondowner, a monthly accounting to the Company and the Bondowner, 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 Bondowners. The Issuer and the Trustee may from time to time, without the consent of or notice to any of the Bondowners, 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 not prejudicial to the Bondowners (in making such determination, the Trustee may rely conclusively upon an opinion of counsel);

(b) To more precisely identify the Project or to substitute or add additional property thereto; or

(c) To issue Refunding Bonds as provided in **Section 209** hereof.

Section 1102. Supplemental Indentures Requiring Consent of Bondowners.

(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 50% in

aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the Issuer and the Trustee 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 or Bonds over any other Bond or Bonds, 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 Issuer shall request 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 Bondowner 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 principal corporate trust office of the Trustee for inspection by all Bondowners. If within 60 days or such longer period as may be prescribed by the Issuer 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 Indenture shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond 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 Issuer 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 which affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture, provided that receipt by the Trustee of a Supplemental Lease executed by the Company in connection with the issuance of Additional Bonds under **Section 209** hereof shall be deemed to be the consent of the Company to the execution of a Supplemental Indenture pursuant to **Section 209** hereof, respectively. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such Supplemental Indenture (other than a Supplemental Indenture proposed to be executed and delivered pursuant to **Section 209** hereof) together with a copy of the proposed Supplemental Indenture to be mailed to the Company at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

Section 1104. Opinion of Counsel. Prior to or contemporaneously with the execution of any Supplemental Indenture by the Trustee, the Trustee shall receive any opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the provisions of such Supplemental Indenture are authorized under this Indenture and the Act and will, upon execution and delivery thereof be valid and binding upon the Issuer in accordance with its terms.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Bondowners. The Issuer and the Trustee shall, without the consent of or notice to the Bondowners, consent to the execution of any Supplemental Lease or Supplemental Leases by the Issuer 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 substitute or add additional property thereto, (d) in connection with the issuance of Refunding Bonds under **Section 209** hereof, (e) in connection with any other change therein which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Bondowners (in making such determination, the Trustee may rely upon an opinion of counsel).

Section 1202. Supplemental Leases Requiring Consent of Bondowners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the Issuer nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the Issuer or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than 50% 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 Issuer 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 principal office of the Trustee for inspection by all Bondowners. The Trustee shall not be obligated to consent to any Supplemental Lease which, in the judgment of the Trustee, is prejudicial to the rights of the Trustee.

Section 1203. Opinions of Counsel. Prior to or contemporaneously with the consent by the Trustee of execution of any Supplemental Lease, the Trustee shall receive an opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the provisions of such Supplemental Lease are authorized under this Indenture, the Lease and the Act and will, upon execution and delivery thereof, be valid and binding upon the Issuer in accordance with its terms and an opinion of counsel to the Company stating that such Supplemental Lease will, upon execution and delivery thereof, be valid and binding upon the Company.

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 shall have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision shall also be made for paying all other sums payable hereunder, including the reasonable fees and expenses of the Trustee, the Issuer 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, and thereupon the Trustee shall, upon receipt by the Trustee of an opinion of counsel stating that all conditions precedent to satisfaction and discharge of this Indenture have been complied with, cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the Issuer such instruments of satisfaction and

discharge or release as shall be reasonably requested to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the Issuer 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 606** 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 Issuer 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 or coupons 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) shall have been made or caused to be made in accordance with the terms thereof, or (2) shall have been provided for by depositing with the Trustee in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) non-callable 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, and, in the case of Bonds which do not mature or will not be redeemed within ninety days of the deposit of cash or non-callable Government Securities, a verification report of a firm of independent certified public accountants as to the adequacy of the amounts so deposited to fully pay the Bonds deemed to be paid. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it 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 prior to 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 prior to their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** of this Indenture 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 and coupons shall be applied to and used solely for the payment of the particular Bonds and coupons, if any, 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 Bondowners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners 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, 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:

(a) 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 acknowledgements within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) 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 Issuer maintained by the Trustee pursuant to **Section 206** hereof.

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 of the Bonds, 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 of the Bonds, 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 Issuer, the Trustee, the Company or Bondowners if the same shall be duly mailed by registered or certified mail, postage prepaid, return receipt requested, (provided that notice to the Trustee shall in no case be deemed effective until received) addressed:

(a) To the Issuer:

City of Riverside, Missouri
2950 N.W. Vivion Road
Riverside, Missouri 64150
Attention: City Administrator

(b) To the Company:

Link Real Estate LLC
1501 Taney Street
North Kansas City, Missouri 64116

With a copy to:

Lathrop Gage LLP
2345 Grand Boulevard
Suite 2200
Kansas City, Missouri 64108
Attention: Paul Lewis

(c) To the Trustee:

Security Bank of Kansas City, as Trustee
701 Minnesota Avenue, Suite 206
Kansas City, KS 66101
Attention: Corporate Trust Department

(d) To the Bondowners if the same shall be duly mailed by first-class 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 principal corporate trust office of the Trustee.

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 simultaneously 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 of Missouri.

Section 1407. Electronic Storage. The parties agree that the transactions described herein may be conducted and related documents may be received, sent or 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.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the City of Riverside, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and the seal of the Issuer to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, Security Bank of Kansas City has caused this Indenture to be signed in its name and behalf by its duly authorized officer and its official seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, all as of the date first above written.

CITY OF RIVERSIDE, MISSOURI

By _____
Mayor

[SEAL]

ATTEST:

By _____
City Clerk

SECURITY BANK OF KANSAS CITY
as Trustee

By _____
Pete Gardner, Vice President

EXHIBIT A

(FORM OF BOND)

This Bond has not been registered under the Securities Act of 1933, as amended, or any state securities laws, and this Bond may not be transferred unless (i) the Issuer consents in writing to such transfer, and (ii) the Issuer and the Trustee are furnished a written legal opinion from counsel acceptable to the Issuer, the Trustee and the Company, to the effect that such transfer is exempt from the registration requirements of the Securities Act of 1933, as amended, and any applicable state securities laws. This Bond may be transferred to any successor of the Company or any entity owned by or under common ownership with the Company without the necessity of obtaining the Issuer's consent or such an opinion.

**UNITED STATES OF AMERICA
STATE OF MISSOURI
COUNTY OF PLATTE**

CITY OF RIVERSIDE, MISSOURI

**TAXABLE INDUSTRIAL REVENUE BOND
(LINK REAL ESTATE LLC PROJECT)
SERIES 2019**

THE CITY OF RIVERSIDE, MISSOURI, a fourth-class city organized and existing under the laws of the State of Missouri (the "Issuer"), for value received, promises to pay, but solely from the source hereinafter referred to, to

LINK REAL ESTATE LLC

or registered assigns, on December 1, 2019, the maximum principal amount of

ELEVEN MILLION EIGHT HUNDRED-FIFTY DOLLARS

or such lesser amount as may be outstanding hereunder as reflected in the bond registration books maintained by the Trustee. Unless the Bond is held by the Trustee, The registered owner shall note the principal amount outstanding hereunder in the Table of Cumulative Outstanding Principal Amount attached hereto, provided, however, that the registration books maintained by the Trustee shall be the official record of the Cumulative Outstanding Principal Amount of this Bond, 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 registered owner hereof, either by check or draft mailed to the registered owner at a stated address as it appears on the bond registration books of the Issuer 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 rate of **2.00%** per annum payable in arrears on the maturity date or upon earlier redemption, and, unless paid in full, continuing thereafter until the said Cumulative Outstanding Principal Amount is paid in full; provided, however, in no event shall the interest rate on the Bond exceed the maximum permitted amount under Section 108.170 of the Revised Statutes of Missouri.. Interest shall be computed on the basis of a year of 360 days consisting of 12 months

of 30 days each. Principal on this Bond shall be payable on the maturity date set forth above, unless such principal shall have been paid as a result of a redemption of the Bonds prior to such maturity date.

As used herein, the term “Cumulative Outstanding Principal Amount” means an amount equal to the aggregate of all amounts paid into the Project Fund in accordance with the terms of the hereinafter defined Indenture, as reflected in the bond registration books maintained by the Trustee.

The Trustee shall keep and maintain a record of the amounts deposited into the Project Fund pursuant to the terms of the Indenture as “Principal Amount Deposited into Project Fund” and shall enter the aggregate principal amount of this Bond then outstanding on its records as the “Cumulative Outstanding Principal Amount” on its records maintained for this Bond. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the registered owner hereof, pursuant to the optional redemption provisions of the Indenture, the Trustee shall enter on its records the principal amount paid on the Bond as “Principal Amount Paid Pursuant to Optional Redemption Provisions,” and shall enter the then outstanding principal amount of this Bond as “Cumulative Outstanding Principal Amount” on its records. Unless the Bond is held by the Trustee, the registered owner may from time to time enter the respective amounts deposited into the Project Fund pursuant to the terms of the Indenture under the column headed “Principal Amount Deposited Into Project Fund” on the attached Table of Cumulative Outstanding Principal Amount (the “Table”) and may enter the aggregate principal amount of this Bond then outstanding under the column headed “Cumulative Outstanding Principal Amount” on the attached Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the registered owner hereof pursuant to the optional redemption provisions of the Indenture, unless the Bonds is held by the Trustee, the registered owner may enter the principal amount paid on this Bond under the column headed “Principal Amount Paid Pursuant to Optional Redemption Provisions” on the Table and may enter the then outstanding principal amount of this Bond under the column headed “Cumulative Outstanding Principal Amount” on the Table. However, the records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount for all purposes.

THIS BOND is a duly authorized Bond of the Issuer designated “City of Riverside, Missouri Taxable Industrial Revenue Bonds (Link Real Estate LLC Project), Series 2019,” in the maximum aggregate principal amount of \$11,850,000 (the “Bonds”), to be issued for the purpose of providing funds to pay the cost of purchasing, designing, constructing and installing of an approximately 200,000-250,000 square foot manufacturing facility and associated site work, utility and infrastructure improvements, including, but not limited to, water, sewer, electrical and environmental improvements, swales and detention ponds and access improvements (the “Project”), to be leased to Link Real Estate LLC, a Missouri limited liability company (the “Company”), under the terms of a Lease Agreement dated as of January 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 Issuer and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations and 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, and pursuant to proceedings duly had by the governing body of the Issuer.

THIS BOND is issued under and is equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of January 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 Issuer and Security Bank of Kansas City, as trustee (the “Trustee”). Subject to the terms and conditions set forth therein, the Indenture permits the Issuer to issue Additional Bonds (as defined therein) secured by the Indenture on a parity with the Bonds. 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 Issuer, the Trustee and the owners of the Bonds, and the terms upon which the Bonds are issued and secured.

THIS BOND shall be subject to redemption and payment as provided in the Indenture:

In the event the Bonds are to be called for redemption as provided in paragraphs (a) or (b) above, the Company shall deliver written notice to the Issuer and the Trustee that it has elected to redeem all or a portion of the Bonds in accordance with paragraph (a) or (b) above at least ten days prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owner of this Bond at least five days prior to the scheduled redemption date by first class mail stating the date upon which the Bonds will be redeemed and paid.

THIS BOND is a special obligation of the Issuer payable solely out of the rents, revenues and receipts derived by the Issuer from the Project and not from any other fund or source of the Issuer, and are 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 Issuer under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute general obligations of the Issuer or the State of Missouri, and neither the Issuer nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional 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 Issuer and deposited in a special account created by the Issuer and designated the "City of Riverside, Missouri, Taxable Industrial Revenue Bond Fund – Link Real Estate LLC Project, Series 2019."

THE OWNER of this Bond shall have no right to enforce the provision 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.

SUBJECT TO the requirements for transfer set forth above in the legend contained on the face of this Bond, this Bond is transferable, as provided in the Indenture, only upon the books of the Issuer kept for that purpose at the above-mentioned office of the Trustee by the registered 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 registered owner or such person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, without coupons, and 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 Issuer, 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 denomination of \$0.01 or any multiple thereof up to the maximum principal denomination of \$11,850,000.

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 Riverside, 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 as of the date set forth above.

CITY OF RIVERSIDE, MISSOURI

By _____
Mayor

(SEAL)

ATTEST:

By _____
City Clerk

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

<u>Date</u>	Principal Amount Deposited Into <u>Project Fund</u>	Principal Amount Paid Pursuant to Redemption <u>Provisions</u>	Cumulative Outstanding Principal <u>Amount</u>	Notation Made <u>By</u>
-------------	---	---	---	-------------------------------

(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.

Medallion Signature Guarantee:

CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (Link Real Estate LLC Project), Series 2019, described in the Trust Indenture. The effective date of registration of this Bond is set forth below.

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

Date

By _____
Name: _____
Title: _____

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

TITLE OF DOCUMENT: MEMORANDUM OF LEASE AGREEMENT

DATE OF DOCUMENT: JANUARY 1, 2019

GRANTOR: CITY OF RIVERSIDE, MISSOURI

GRANTOR'S MAILING ADDRESS: 2950 N.W. Vivion Road
Riverside, Missouri 64150

GRANTEE: LINK REAL ESTATE LLC

GRANTEE'S MAILING ADDRESS: 1501 Taney Street
North Kansas City, Missouri 64116

RETURN DOCUMENTS TO: Gary A. Anderson, Esq.
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108

LEGAL DESCRIPTION: See **Exhibit A**

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT, gives notice of, ratifies and confirms the Lease Agreement dated as of January 1, 2019 (the “Lease”), among the **CITY OF RIVERSIDE, MISSOURI**, a fourth-class city organized and existing under the laws of the State of Missouri (the “City”), as lessor and grantor, **LINK REAL ESTATE 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 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 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. Pursuant to the Act, the governing body of the City passed Ordinance No. ____ (the “Ordinance”) on December 4, 2018, approving a plan for an industrial development and authorizing the City to issue its Taxable Industrial Revenue Bonds (Link Real Estate LLC Project), Series 2019, in the maximum aggregate principal amount of \$11,850,000 (the “Bonds”), for the purpose of (a) purchasing, designing, constructing and installing of an approximately 200,000-250,000 square foot manufacturing facility and associated site work, utility and infrastructure improvements, including, but not limited to, water, sewer, electrical and environmental improvements, swales and detention ponds and access improvements (the “Project,” as more fully defined in the Lease), (b) authorizing the Issuer to lease the Project, including land, buildings, structures, improvements, and fixtures (the “Project Improvements,” as more fully described on **Exhibit B** hereto) to the Company, and (c) paying a portion of the costs of issuing the Bonds.

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the “Indenture”) with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, as therein provided, to acquire the Project Site and to enter into the Lease with the Company under which the City will lease the Project to the Company for the purpose of construction, purchase and installation of the Project Improvements and Project Equipment (collectively, the “Project”), 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 hereinafter set forth.

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

1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project Site and all Project Improvements that become part of the Project Site (collectively, 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. The Company and the City specifically agree

that no machinery, equipment or any other personal property located on the Project Site (regardless if financed with the proceeds of the Bonds) shall be part of the Project leased from the City to the Company under this Lease but instead shall be the property of the Company.

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, 2019.

3. Rent. 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 Interest 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 of the Bonds and the interest thereon on such Interest 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. The Company will also pay Additional Rent at the times and in the amounts set forth in the Lease.

4. Option to Purchase the Project. The Company is hereby granted, the option to purchase all or any portion of the Project at any time, 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 the Indenture. To exercise such option, the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing of such purchase, which date shall be not less than 30 nor more than 180 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 reasonably 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 is set forth in the Lease.

5. 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 Agreement to be executed in their respective corporate names to be attested by their duly authorized officers, all as of the date first above written.

LINK REAL ESTATE LLC,
a Missouri limited liability company,
as Purchaser

By: _____
Name: Timothy J. Link
Title: Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2019, before me, appeared Timothy J. Link, Manager of Link Real Estate, LLC (the “Company”), to me personally known, who being duly sworn, did say that they are the persons who executed the foregoing instrument and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

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

Notary Public

My Commission Expires:

CITY OF RIVERSIDE, MISSOURI

By: _____
Name: Kathleen Rose
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Robin Kincaid
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF PLATTE)

On this ____ day of December, 2018, before me, the undersigned, a Notary Public, appeared **KATHLEEN ROSE**, to me personally known, who, being by me duly sworn, did say that they are the Mayor of the **CITY OF RIVERSIDE, 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 Board of Aldermen, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN 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

My Commission Expires: _____.

EXHIBIT A

PROJECT SITE

All of the Northwest Quarter of the Northeast Quarter of Section 7, Township 50, Range 33, in the City of Riverside, Platte County, Missouri, being described as follows: Beginning at the Northwest corner of the Northeast Quarter of said Section 7; thence South 87 degrees 23 minutes 44 seconds East, along the North line of said Northeast Quarter, 1302.06 feet to the Northeast corner of said Northwest Quarter; thence South 0 degrees 20 minutes 12 seconds West, along the East line of said Northwest Quarter, 1315.99 feet to the Southeast corner of said Northwest Quarter; thence North 89 degrees 24 minutes 18 seconds West, along the South line of said Northwest Quarter, 1302.27 feet to the Southwest corner of said Northwest Quarter; thence North 0 degrees 20 minutes 45 seconds East, along the West line of said Northeast Quarter, 1316.20 feet to the Point of beginning, subject to that part, if any, in streets, roadways, highways or other public rights-of-way.

EXCEPT that part included in RIVERSIDE HORIZONS WEST FIRST PLAT, a subdivision in Riverside, Platte County, Missouri.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements means all buildings, structures, improvements, equipment and fixtures located on or to be purchased, constructed 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, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease with the proceeds of the Bonds.

**CITY OF RIVERSIDE, MISSOURI,
As Lessor,**

AND

**LINK REAL ESTATE LLC,
As Lessee**

LEASE AGREEMENT

Dated as of January 1, 2019

Relating to:

**\$11,850,000
(Aggregate Maximum Principal Amount)
City of Riverside, Missouri
Taxable Industrial Revenue Bonds
(Link Real Estate LLC Project)
Series 2019**

The interest of the City of Riverside, Missouri (the “Issuer”), in this Lease Agreement has been pledged and assigned to Security Bank of Kansas City, as Trustee under the Trust Indenture dated as of January 1, 2019, between the Issuer and the Trustee.

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of January 1, 2019 (the **“Lease”**), among the **CITY OF RIVERSIDE, MISSOURI**, a fourth-class city duly organized and validly existing under the laws of the State of Missouri (the **“Issuer”**), as lessor, and **LINK REAL ESTATE LLC**, a Missouri limited liability company (the **“Company”**), as lessee;

WITNESSETH:

WHEREAS, the Issuer 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 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 Issuer deem advisable;

WHEREAS, pursuant to the Act, the governing body of the Issuer has heretofore passed Ordinance No. _____ (the **“Ordinance”**) on December 4, 2018, approving a plan for an industrial development project and authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (Link Real Estate LLC Project), Series 2019, in the maximum principal amount of \$11,850,000 (the **“Bonds”**), for the purpose of purchasing, designing, constructing and installing of an approximately 200,000-250,000 square foot manufacturing facility and associated site work, utility and infrastructure improvements, including, but not limited to, water, sewer, electrical and environmental improvements, swales and detention ponds and access improvements, as hereinafter more fully described (the **“Project”**), and authorizing the Issuer to lease the Project to the Company;

WHEREAS, pursuant to the Ordinance, the Issuer is authorized to enter into a Trust Indenture of even date herewith (the **“Indenture”**), with Security Bank of Kansas City (the **“Trustee”**), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company under which the Issuer will acquire, purchase, construct, improve, equip and remodel the Project and will lease the Project to the Company in consideration of rental payments by the Company which will be sufficient to pay the principal of and interest on the Bonds;

WHEREAS, pursuant to the foregoing, the Issuer desires to lease the Project to the Company and the Company desires to lease the Project from the Issuer, 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 Issuer 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 **Sections 5.2** and **6.2** of this Lease.

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

“Event of Default” means any Event of Default as described in **Section 12.1** of this Lease.

“Full Insurable Value” means an amount at least sufficient to avoid the effect of any coinsurance provisions of the applicable fire and casualty insurance policy.

“Indenture” means the Trust Indenture dated as of January 1, 2019, between the Issuer and the Trustee, as from time to time amended and supplemented in accordance with the provisions thereof.

“Lease” means this Lease Agreement, between the Issuer and the Company, as from time to time amended and supplemented in accordance with the provisions of **Article XIV** of this Lease and **Article XII** of the Indenture.

“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** hereof.

“Lease Term” means the period from the effective date of this Lease until the Lease Termination Date.

“Lease Termination Date” means December 1, 2019.

“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 Issuer and the Trustee) incurred in the collection of such gross proceeds.

“Permitted Encumbrances” means, as of any particular time (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, (c) this Lease, (d) 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 Issuer, (e) 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 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 Issuer, (f) any other lien, encumbrance, lease, easements, restrictions or covenants consented to by the Owner of 100% of the principal amount of the Bonds, (g) any encumbrances to the title of the Project,

Project Site or any portion thereof which are described in the title report required by **Section 7.1** herein, and (h) any liens or security interests granted pursuant to any Financing Documents.

“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 at the principal office of the Company and which shall be available for reasonable inspection by the Issuer, the Trustee and their duly appointed representatives.

“Project Improvements” means all buildings, structures, improvements and fixtures located on or to be acquired, purchased, constructed, improved or remodeled on the Project Site pursuant to **Article IV** hereof, as described in **Exhibit B** attached hereto and by this reference made a part hereof, and all additions, alterations, modifications and improvements thereof made pursuant to this Lease.

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

“Trustee” means Security Bank of Kansas City, Kansas City, Kansas, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Indenture.

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 Agreement 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.

ARTICLE II

REPRESENTATIONS

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

(a) The Issuer is a fourth-class city duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the Issuer 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 Issuer has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(b) The Issuer has acquired the Project Site, subject to Permitted Encumbrances, and proposes to acquire, purchase, construct, improve, equip and remodel or cause to be acquired, purchased, constructed, improved, equipped and remodeled on the Project Site the Project Improvements, and proposes to acquire and install, or cause to be acquired and installed, the Project Equipment in the Project Improvements or on the Project Site. The Issuer proposes to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project, all for the purpose of furthering the public purposes of the Act, and the governing body of the Issuer has found and determined that the acquisition, purchase, construction, improving, equipping and remodeling of the Project will further the public purposes of the Act.

(c) To finance the costs of the Project, the Issuer 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, including all rents, revenues and receipts to be derived by the Issuer 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.

(e) The Issuer will not mortgage the Project or pledge the revenues derived therefrom for any bonds or other obligations other than the Bonds except with the written consent of the Authorized Company Representative.

(f) The Issuer shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof.

(g) The acquisition, purchase, and construction of the Project and the leasing of the Project by the Issuer to the Company will further the public purposes of the Act.

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

(i) The Project is located in the City of Riverside, Missouri and will generate jobs from the construction and operation of the Project within the City of Riverside, Missouri.

(j) To the best knowledge of the Issuer, the execution, delivery and performance by the Issuer of this Lease will not conflict with or create a material breach of or a material default under any law, rule, regulation or ordinance applicable to the Issuer, or any agreement to which the Issuer is a party or by which it is bound, and there is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body, pending or, to the Issuer's knowledge, threatened against the Issuer which seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of this Lease or in any matter questions the validity or enforceability of the Bonds or this Lease.

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 corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and is duly authorized to do business therein.

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and by proper corporate action of its members, the Company has been duly authorized to execute and deliver this Lease.

(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 conflict with or result in a material breach of any of the terms, conditions or provisions of, or constitute a material 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 any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a material 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 Project will comply with all presently applicable building and zoning, health, environmental and safety ordinances and laws, and to the best of its knowledge, without independent investigation, the Project will comply with all other applicable laws, rules and regulations.

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

(f) No litigation, proceedings or investigations are pending or, to the knowledge of the Company, threatened against the Company at law or in equity before any court, tribunal, governmental authority or arbitration board seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of the Bonds, the Indenture or this Lease, or any other financing documents relating to the Project to which the Company is a party (the "Financing Documents"), or which challenges the existence or powers of the Company to enter into and carry out the transactions contemplated by this Lease or the Financing Documents, or wherein an unfavorable determination could materially and adversely affect the validity or enforceability of the Bonds, this Lease, or the Financing Documents or its ability to perform its obligations thereunder.

(g) The Company has obtained or will obtain all requisite approvals of federal, state and local governmental bodies necessary for the acquisition and construction of the Project.

(h) No litigation, proceedings or investigations are pending or, to the knowledge of the Company, threatened against the Company, except litigation involving claims, the probable recoveries in

which and the estimated costs and expenses of defense of which (1) will be entirely within the Company's applicable insurance policy limits (subject to applicable deductibles) or are not in excess of the total of the available reserves held under the Company's applicable self-insurance program, or (2) if adversely determined, will not materially and adversely affect the financial condition or operations of the Company.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The Issuer hereby rents, leases and lets the Project to the Company, subject to Permitted Encumbrances, and the Company hereby rents, leases and hires the Project from the Issuer, subject to Permitted Encumbrances, 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 delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have an initial term commencing as of the date of this Lease and terminating on the Lease Termination Date.

Section 3.3. Possession and Use of the Project.

(a) The Issuer covenants and agrees that as long as neither the Issuer nor the Trustee has exercised any of the remedies set forth in **Section 12.2(c)** following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the Issuer'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 Issuer covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** of this Lease, 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 in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any lawful purpose allowed by law and contemplated by the Act. The Company shall comply 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 or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. 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 shall have the right, at its own cost and expense, to 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, RENOVATION, INSTALLATION AND EQUIPPING OF THE PROJECT

Section 4.1. Issuance of the Bonds.

(a) In order to provide funds for the payment of the Project Costs, the Issuer agrees that it will issue, sell and cause to be delivered to the purchaser thereof the Bonds 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 Issuer. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Article and in the Indenture.

(b) The Issuer may authorize the issuance of Additional Bonds from time to time upon the terms and conditions provided in **Section 209** of the Indenture for the purposes described therein.

(c) If the Company is not in default hereunder, the Issuer will, at the request of the Company, from time to time, use its best efforts to issue the amount of Additional Bonds specified by the Company; provided that the terms of such Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds therefrom are to be disbursed shall have been approved in writing by the Company; provided further that the Company and the Issuer shall have entered into an amendment to this Lease to provide for rent in an amount at least sufficient to pay principal and interest on the Additional Bonds when due and the Issuer shall have otherwise complied with the provisions of the Indenture with respect to the issuance of such Additional Bonds.

Section 4.2. Purchase, Construction, Renovation, Installation and Equipping of the Project.

The Issuer and the Company agree that the Issuer will and the Company as the agent of the Issuer shall, but solely from the Project Fund except as otherwise provided herein, acquire, purchase, construct, improve, equip and remodel the Project as follows:

(a) Concurrently with the execution of this Lease, the Issuer will acquire the Project Site and any Project Improvements and Project Equipment located on the Project Site and which the Company desires to convey to the Issuer. Concurrently with the execution of this Lease (1) a deed and any other necessary instruments of transfer will be delivered to the Issuer, (2) said deed will be placed of record, and (3) the title insurance policies required by **Article VII** hereof or commitments to issue such policies will be delivered to the Trustee.

(b) The Company will, on behalf of the Issuer, acquire, purchase, construct, improve and remodel the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications. The Company agrees that the aforesaid acquisition, purchase, and construction will, with such changes and additions as may be made hereunder, result in a Project suitable for use by the Company for its purposes, and that all real and personal property described therein is necessary in connection with the Project.

(c) The Project only includes the Project Site and real estate improvements located thereon. No equipment of the Company will be part of the property financed with the proceeds of the Bonds or will be owned by the Issuer.

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

(e) Notwithstanding anything to the contrary contained herein, the Company may make changes in and to the Construction Contracts and the Plans and Specifications incorporated therein without the consent of the Issuer.

Section 4.3. Project Costs. The term Project Costs shall have the meaning set forth in the Indenture.

The Issuer 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 or certificates 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. The Issuer 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:

(a) requesting payment of a specified amount of such funds and directing to whom such amount shall be paid (whose name and address shall be stated);

(b) describing in reasonable detail each item of Project Costs for which payment is being requested;

(c) stating that each item for which payment is requested is or was necessary and appropriate in connection with the purchase, acquisition, construction, improvement, equipping or remodeling of the Project, has been properly incurred and is a proper charge against the Project Fund, that the amount requested either has been paid, or is justly due, and has not been the basis of any previous requisition from the Project Fund; and

(d) stating that, except for the amounts, if any, stated in said certificate, to the best of their knowledge there are no outstanding statements which are then due and payable for labor, wages, materials, supplies or services in connection with the purchase, acquisition, construction, improving, equipping or remodeling of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or other similar lien upon the Project or any part thereof, or setting out (i) all disputed statements and the reason for such disputes, and (ii) all statements in process but not yet presented to the Trustee for payment.

The Trustee may rely conclusively on any such certificate and shall not be required to make any independent inspection or investigation in connection therewith.

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) that the acquisition,

purchase, and construction of the Project has been completed in accordance with the Plans and Specifications, (b) that all costs and expenses incurred in the acquisition, purchase, and construction 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 Issuer 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, to the extent practical, pursuant to the appropriate written instructions of the Company, 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 lien free, 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 Issuer and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Property of the Issuer. The Project Site and all Project Improvements located thereon at the execution hereof and which the Company desires to convey to the Issuer, all work and materials on the Project Improvements as such work progresses, and all additions or enlargements thereto or thereof, 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 Issuer, subject only to Permitted Encumbrances.

Section 4.8. Machinery and Equipment Purchased by the Company. Any item of machinery or equipment 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.

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 Issuer during this Lease Term, for deposit in the Bond Fund on or before 11:00 A.M., Trustee's local time, on or before the Lease Termination Date, the amount of principal of and the interest on the Bonds then due in accordance with the provisions of the Indenture, as Basic Rent for the Project, in 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. 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. Subject to the other provisions of this Lease and the Indenture, at any time that the Company is the sole Bondowner, the Company may, at its option, make payments of Basic Rent by tendering a portion of the principal amount of the Bonds equal to such principal payment and interest due thereon to the Trustee for cancellation.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent the following amounts:

(a) as a payment in lieu of taxes, the Company shall pay, by December 31 of each year, an amount equal to 100% of the real property taxes that would be due for such year on the Project and the Project Site were it not for the Issuer's ownership of the Project and the Project Site; and

(b) all reasonable fees, agreed upon charges and expenses, including, without limitation, agent and counsel fees and expenses, of the Trustee and the Paying Agent incurred under the Indenture, the Lease or any other document entered into in connection with the Bonds, as and when the same become due;

(c) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

(d) all fees, costs, charges and expenses reasonably incurred in connection with the enforcement of any rights against the Company or the Project under this Lease or the Indenture by the Issuer, the Trustee or the Bondowners, except for such expenses as may be incurred solely as a result of the negligence or wrongful misconduct of the Issuer, the Trustee or both;

(e) an amount sufficient to reimburse the Issuer for all expenses reasonably incurred by the Issuer hereunder and in connection with the performance of its obligations under this Lease or the Indenture and agreed upon by Company; and

(f) all other payments of whatever nature which the Company has agreed to pay or assume under the provisions of this Lease, the Indenture or any other document entered into in connection with the Bonds.

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 (except as expressly provided herein), 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 shall have been started or completed, or whether the Issuer's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any failure of consideration or frustration of commercial purpose, 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 Issuer's legal

organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any action of the Issuer, and regardless of the invalidity of any portion of this Lease.

(b) Nothing in this Lease shall be construed to release the Issuer 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 Issuer under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the Issuer 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 Bondowners. The Company may, however, at its own cost and expense and in its own name or in the name of the Issuer, 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 Issuer hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Issuer 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 prepay all or any part of the Basic Rent provided for hereunder. 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.

Section 5.5. Redemption of Bonds. The Issuer and the Trustee, at the written direction of the Company, at any time the aggregate moneys in the Bond Fund are sufficient for such purposes, shall (a) if the same are then redeemable under the provision of **Article III** of the Indenture, take all steps that may be necessary under the applicable redemption provisions of the Indenture to effect the redemption of all or such part of the then Outstanding Bonds as may be specified by the Company, on such redemption date as may be specified by the Company or (b) cause such moneys in the Bond Fund or such part thereof as the Company shall direct, to be applied by the Trustee, to the extent practical, pursuant to the appropriate written instructions of the Company, for the purchase of Bonds in the open market for the purpose of cancellation at prices not exceeding the principal amount thereof, or (c) a combination of (a) and (b) as provided in such direction.

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 as reasonably safe condition as the operation thereof will permit, and keep the Project in good repair and in good operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof.

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 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 Basic Rent and

other amounts payable under this Lease, 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 materially impair the security of the Bonds or materially encumber the Issuer'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 shall have the right, in its own name or in the Issuer's name, to 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 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 Issuer and the Trustee written notice of its intention so to do, (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 Issuer 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 hold the Issuer and the Trustee whole and harmless from any costs and expenses the Issuer may incur related to any of the above.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid for by the Company and shall be contracted for 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; Sales Tax Exemption.

(a) The City and the Company expect that while the Project is owned by the Issuer 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 Issuer agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties.

(b) The City will provide to the Company a sales tax exemption certificate to allow for the construction materials purchased for the Project to be exempt from sales taxes. The Company shall not use the sales tax exemption certificate for the purchase of any property other than construction materials.

ARTICLE VII

INSURANCE

Section 7.1. Title Insurance. The Company will purchase, on behalf of the Issuer and the Trustee, at its expense, from a title insurance corporation duly qualified to issue such insurance in the State of Missouri, an owner's policy of title insurance in the amount of at least \$1,000,000. Copies of said policy or a commitment therefor will be delivered to the Trustee by the Corporation on or before the date of issuance of the Bonds.

Section 7.2. Casualty Insurance.

(a) Subject to the right of the Company to increase the deductibles described herein and to provide for self-insurance as provided in subparagraph (c) of this Section, the Company shall at all times during the Construction Period maintain at its sole cost and expense, or cause the contractors under the Construction Contracts to maintain, in full force and effect a policy or policies of Builder's Risk-Completed Value Form Insurance special causes of loss form policy then in use in the State of Missouri to the Full Insurable Value of the Project (subject to reasonable loss deductible clauses not to exceed \$1,000,000).

Subject to the rights of the Company provided in subparagraph (c) of this Section, prior to or simultaneously with the expiration of said Builder's Risk Insurance, the Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of 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 clauses not to exceed \$1,000,000). The initial determination of Full Insurable Value shall be made at the Completion Date, and thereafter, the Full Insurable Value of the Project shall be provided once in every three years and from time to time at the written request of the Issuer or the Trustee (but not more frequently than once in every three years) by the certificate of an Authorized Company Representative or the chief financial officer of the Company. The insurance required pursuant to this Section shall be maintained at the Company's sole cost and expense, shall be maintained with generally recognized responsible insurance company or companies authorized to do business in the State of Missouri as may be selected by the Company. Copies of the insurance policies required under this Section, or originals or certificates thereof, shall be delivered by the Company to the Trustee. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Issuer, the Company and the Trustee as insureds as their respective interests may appear, and shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the Issuer, the Company and the Trustee, and shall be payable to the Trustee.

(b) Subject to the provisions of the loan documents of the Lender which shall otherwise control, in the event of loss or damage to the Project, the Net Proceeds of casualty insurance carried pursuant to this Section shall be paid over to the Trustee and shall be applied as provided in **Article IX** of this Lease, or as may be directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds outstanding.

(c) In lieu of obtaining all or any part of the insurance required by subparagraph (a) hereof, the Company may elect to be self-insured for all or any part of the foregoing requirements (which right to self insure shall include the right of the Company to increase the deductibles on such policies to an amount not to exceed \$1,000,000) provided the Company complies with each of the following: (i) the Company notifies the Issuer and the Trustee in writing that it has elected to increase one or more of the deductibles on such policies or to provide such coverages through a self-insurance program, (ii) if the self-insurance program is maintained by a legal entity other than the Company, the Company notifies the Issuer and the Trustee in writing of an address to which the Issuer and the Trustee may submit claims under such self-insurance program, and (iii) the provider of such self insurance program is rated in one of the three highest rating categories by a nationally recognized rating agency (without regard to any rating modifiers).

Section 7.3. Public Liability Insurance.

(a) Subject to the right of the Company to increase the deductibles described herein and to provide for self-insurance as provided in subparagraph (c) of this Section, the Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and public

liability insurance (including but not limited to coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which the Issuer, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the Issuer and the Trustee, in an amount not less than \$2,000,000 adjusted for inflation pursuant to Section 537.610 of the Revised Statutes of Missouri, as amended for bodily injury (including death) in any one occurrence (subject to reasonable loss deductible clauses not to exceed \$1,000,000)), and not less than \$1,000,000 for property damage in any one occurrence (subject to reasonable loss deductible clauses not to exceed \$1,000,000). The policies of said insurance shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the Issuer, the Company and the Trustee. Such policies or copies or certificates thereof shall be furnished to the Trustee.

(b) In the event of a public 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. 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.

Section 7.5. Indemnification of Trustee. The Company agrees to indemnify and save the Trustee harmless against and from all claims, costs, losses, liabilities and expenses (including, without limitation, attorney's fees and expenses) by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Project during the Lease Term, and against and from all claims, costs, losses, liabilities and expenses (including, without limitation, attorney's fees and expenses) arising during the Lease Term from (a) any condition of the Project caused or permitted by the Company, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease, (c) any contract entered into by the Company, its agents, employees or contracting obligees in connection with the acquisition, purchase, construction, improving, equipping or remodeling of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, and (e) 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.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements of the Project. The Company shall have and is hereby given the right, at its sole cost and expense, to 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 the authority of this Section shall (a) be made in workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of machinery and equipment installed in the Project by the Company not purchased or acquired from funds deposited with the Trustee hereunder and not constituting repairs, renewals or replacements of Project Equipment under **Section 8.2** hereof shall remain the property of the Company and may be removed by the Company.

Section 8.2. Removal of Project Equipment.

(a) The Company shall have the right, provided the Company is not in default in the payment of Basic Rent or Additional Rent hereunder, to remove from the Project and (on behalf of the Issuer) sell, exchange, replace or otherwise dispose of, without responsibility or accountability to the Issuer or the Trustee with respect thereto, any items of equipment.

(b) In all cases, the Company shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage to the Project caused thereby in a good and workmanlike manner.

Section 8.3. Additional Improvements on the Project Site. The Company shall have and is hereby given the right, at its sole cost and expense, to 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 pursuant to the authority of this Section shall, during the life of this Lease, remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. 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, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, and (c) to promptly and with due diligence either raze and remove in a good and workmanlike manner, 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.

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 Issuer agrees not to charge the Company any fees for any such permits or authorizations. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, 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) Neither the Issuer nor the Company shall do or suffer anything to be done whereby the Project, or any part thereof, may be encumbered by any mechanics' or other similar 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 within 90 days after the date of filing. Notice is hereby given that the Issuer 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 Issuer in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company shall have the right to contest any such mechanics' or other similar lien if within said 90-day period stated above it notifies the Issuer and the Trustee in writing of its intention so to do, and provided the Company diligently prosecutes such contest, 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, and pays or otherwise satisfies any final judgment enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof. The Company shall hold the

Issuer and the Trustee whole and harmless from any loss, costs or expenses the Issuer may incur related to any such contest. The Issuer 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 shall be damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either repair, restore, replace or rebuild the same to as nearly as may be practicable their condition and character immediately prior to such damage or destruction, and so that upon completion of such repairs, restoration, replacement or rebuilding such Project shall be of a value not less than the value thereof immediately prior to the occurrence of such damage or destruction or, at the Company's option, shall construct upon the Project Site new buildings and improvements thereafter together with all new fixtures which are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (i) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements immediately prior to the occurrence of such damage or destruction and (ii) the nature of such new buildings, improvements, and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Company shall elect 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.

Unless the Company makes the determination described in subsection (g) below, the Net Proceeds of property insurance required by **Article VII** hereof received with respect to such damage or loss to the Project, if such Net Proceeds exceed \$250,000, shall be paid to the mortgagee under the Leasehold Mortgage or the Financing Party under any Financing Document (or if there is no Leasehold Mortgage or Financing Document, to the Trustee for deposit in a separate subaccount in the Construction Fund) and shall be applied in the following manner:

(i) there shall be paid to the Company from the Net Proceeds such part thereof as shall equal the cost to the Company of making such temporary repairs or doing such other work, as, in the Company's reasonable opinion, may be necessary in order to protect the Project pending adjustment of the insurance loss or the making of permanent repairs, restoration, replacement or rebuilding;

(ii) there shall be paid to the Company from the Net Proceeds such part thereof as shall equal the cost to the Company of repairing, restoring, replacing or rebuilding the Project or any part thereof;

(iii) payment to the Company pursuant to subdivisions (i) or (ii) of this subsection (a) from such Net Proceeds shall be made to the Company from time to time as the work progresses, in amounts equal to the cost of labor and material incorporated into and used in such work, the buildings', architects' and engineers' fees, and other charges in connection with such work, upon delivery to the Trustee of a certificate of the Company's architect or general contractor, as the case may be, in charge of such work, certifying: (1) that the amounts so to be paid to the Company are payable to the Company in accordance with the provisions of this Article and that such amounts are

then due and payable by the Company or have theretofore been paid by the Company; (2) the progress of the work; (3) that the work has been done in accordance with the plans and specifications therefor and all insurance requirements of **Article VII** hereof; (4) that the sum requested when added to all sums previously paid out under this Article for the work does not exceed the value of the work done to the date of such certificate; (5) the estimated cost of completing the work, in reasonable detail; and (6) that the remaining Net Proceeds are sufficient to pay the estimated cost of completing the work (the Trustee may rely conclusively upon each such certificate and shall not be required to make any inquiry or investigation with respect thereto);

(iv) at the request of the Issuer, the Trustee or the mortgagee under the Leasehold Mortgage (if any) or the Financing Party under any Financing Document (if any), the Company shall furnish to the person requesting the same at the time of any such payment, an official search, or other evidence reasonably satisfactory to such person, that there has not been filed with respect to the Project Site or the Project Improvements any mechanic's or other lien which has not been discharged of record, in respect of any work, labor, services or materials performed, furnished or supplied, in connection with the work and that all of said materials have been purchased free and clear of all security interest or other encumbrances. The Trustee shall not pay out any such sum when the Project Site or the Project Improvements shall be encumbered with any such security interest or encumbrance. Upon the termination of this Lease and the payment in full of the Bonds or any monies then held by the Trustee or the mortgagee under the Leasehold Mortgage (if any) or the Financing Party under any Financing Document (if any) shall be paid over to the Company, subject to the rights of any Leasehold Mortgage mortgagee or Financing Party.

(b) The insurance monies, if any, paid to the Company as provided under this Article, on account of any loss or destruction to the Project, shall be held by it in trust and applied only for the purposes of repairing, reconstructing or restoring the Project or constructing new buildings and improvements and installing new machinery, equipment and fixtures thereto.

(c) If any of the insurance monies paid by the insurance company to the Trustee, the mortgagee under the Leasehold Mortgage (if any), the Financing Party under any Financing Document (if any) or the Company as hereinabove provided, shall remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease shall not have terminated, the excess shall be deposited in the Bond Fund, subject to the rights of any Leasehold Mortgage mortgagee or Financing Party. If the Net Proceeds shall be insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(d) 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 except that the payment of all Basic Rent and Additional Rental and all other charges required hereunder to be paid by the Company shall be abated until such time as the Project is restored..

(e) The Issuer 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.

(f) The Company agrees to give prompt notice to the Issuer and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project.

(g) If the Company shall determine that rebuilding, repairing, restoring or replacing the Project is not practicable and desirable, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall 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 secured party under any Leasehold Mortgage (if any) and the Financing Party under any Financing Documents (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (g).

(h) 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 Issuer, the Trustee or the Bondowners 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 shall be 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 \$100,000, 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 Issuer, the Trustee and the mortgagee under the Leasehold Mortgage (if any) and the Financing Party (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 shall determine 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 prior to 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 Issuer subject to no liens, security interests or encumbrances prior to the lien and/or security interest afforded by the Indenture 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 shall determine that it is not practicable and desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall 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, 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 Issuer, the Trustee or the Bondowners 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 Issuer 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 Issuer. In no event will the Issuer 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.

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) may, prior to the application thereof by the Issuer or the Trustee, be applied as directed by the Owners of 100% of the principal amount of Bonds outstanding, subject and subordinate to the rights of the Issuer and the Trustee to be paid all their expenses (including reasonable attorneys' fees, trustee's fees and any extraordinary expenses of the County and the Trustee) incurred in the collection of such gross proceeds. For purposes of this Section only, any person to whom Bonds have been pledged in good faith shall be deemed to be the Owner of the Bonds.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the Issuer; Exculpation and Indemnification. The Issuer 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 Issuer from, agrees that the Issuer shall not be liable for and agrees to hold the Issuer 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 use thereof; unless such loss is the result of the Issuer's gross negligence or willful misconduct.

Section 10.2. Surrender of Possession. Upon accrual of the Issuer's right of re-entry because of the Company's uncured default hereunder or upon the cancellation or termination of this Lease for any reason other than the Company's purchase of the Project pursuant to **Article XI** hereof, the Company shall peacefully surrender possession of the Project to the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Company shall have the right within 90 days (or such later date as the Issuer may agree to) after the termination of this Lease to 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. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project prior to the expiration of said period shall be the separate and absolute property of the Issuer.

Section 10.3. Issuer's Right of Access to the Project. In addition to the inspection rights of the Issuer pursuant to **Section 3.1** of the Performance Agreement, the Company agrees that the Issuer and the

Trustee and their duly authorized agents shall have the right at reasonable times during business hours, subject to 48 hours' prior written notice and the Company's usual safety and security requirements, to enter upon the Project Site after delivering written notice to the Company (a) as may be reasonably necessary to cause to be completed the acquisition, purchase, construction, improving, equipping or remodeling provided for in **Section 4.2** hereof, (b) to perform such work in and about the Project made necessary by reason of the Company's default under any of the provisions of this Lease, and (c) following an Event of Default, to exhibit the Project to prospective purchasers, lessees or trustees. The Company shall have the right to have representatives present during any such examination or inspection, including legal counsel.

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

(a) Subject to **Section 10.4(c)** and **(d)**, if no Event of Default under this Lease shall have happened and be 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 Issuer agrees that it will execute and deliver and will request 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 Issuer and the Trustee of: (x) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (y) a written application signed by an Authorized Company Representative requesting such instrument, and (z) 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 . If the instrument of grant shall provide that any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Issuer and the Trustee under this Lease and the Indenture and shall not be affected by any termination of this Lease or default on the part of the Tenant hereunder then such easement shall not have any effect whatsoever without the written consent of the Issuer. If no Event of Default shall have happened and be 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 or during the continuation of an Event of Default, 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 Issuer and the Trustee.

(b) The Company may mortgage the leasehold estate created by this Lease, with prior notice to but without the City's consent, provided and upon condition that:

(i) a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof;

(ii) such mortgage shall contain a covenant to the effect that the net proceeds of all insurance policies and the condemnation award shall be held, used and applied for the purposes and in the manner provided for in this Lease; and

(iii) such mortgage shall, in all respects, be subordinate to the City's rights and interests in and to this Lease.

(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 its interests in 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)** of this Lease.

(d) Upon notice by the Company to the City in writing that it has executed one or more Financing Documents under which it has granted rights in this Lease or the Project 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:

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

(ii) 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 Lender;

(iii) the Issuer shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice 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;

(iv) each Financing Party shall have the same period of time after the service of such 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 30 business days, and the Issuer shall accept performance by such Financing Party as timely performance by the Company;

(v) the City may exercise any of its rights or remedies with respect to any other default by the Company, subject to the rights of the Financing Parties under this **Section 10.4(d)** as to such other defaults;

(vi) upon the occurrence and continuance of default by the Company under this Lease, other than a default in the payment of money, the Issuer 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 a reasonable time within which to remedy such default in the case of a 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 the Lease to effect said cure so long as the Financing Party 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 expenses,

including reasonable counsel fees, court costs and disbursements, incurred by the Issuer or the Trustee in connection with any such default; and

(vii) the Financing Parties shall have the right to 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.

(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) The Company's obligations under any mortgage or Financing Document relating to the Project shall be subordinate to the Company's obligations under this Lease.

Section 10.5. Indemnification of Issuer and Trustee. The Company shall indemnify and save the Issuer and the Trustee harmless from and against all claims, losses, liabilities, damages, costs and expenses (including, without limitation, attorney's fees and expenses) 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 Project during the Lease Term, and against and from all claims, losses, liabilities, damages, costs and expenses (including, without limitation, attorney's fees and expenses) arising during the Lease Term from (a) any condition of the Project caused by the Company, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease, (c) any contract entered into in by the Company or its sublessee, if any, in connection with the acquisition, purchase, construction, improving, equipping or remodeling of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, and (e) 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; provided, however, the indemnification contained in this **Section 10.5** shall not extend to the Issuer or the Trustee if (i) such claim is the result of work being performed at the Project by employees of the Issuer, or (ii) such claim is the result of the Issuer's negligence or willful misconduct. The Company shall indemnify and save the Issuer and the Trustee harmless from and against all costs and expenses, including, without limitation, attorney's fees and expenses, (except those which have arisen from the willful misconduct or negligence of the Issuer or the Trustee) incurred in or in connection with any action or proceeding brought in connection with claims arising from circumstances described in clauses (a) through (e), and upon notice from the Issuer or the Trustee, the Company shall defend them or either of them in any such action or proceeding.

The Company agrees to indemnify and reimburse the Issuer and the Trustee, and their respective members, directors, officers, employees, agents, attorneys, successors and assigns for any liability, loss, damage, expense or cost, including, without limitation, attorney's fees and expenses, arising out of or incurred by the Issuer or the Trustee or their respective members, directors, officers, employees, agents, attorneys, successors and assigns, which is the result of any liability, loss, damage, expense or cost sustained as a result of any failure to comply any law, statute, ordinance, rule, code, order or regulation, whether federal, state or local, relating to environmental protection, environmental contamination and the cleanup thereof, asbestos, underground storage tanks and other environmental matters ("Environmental Laws") or of there being located in, on or about the Project Site or the Project any hazardous, dangerous, or toxic pollutants, wastes or chemicals, together with attorney's fees and expenses incurred in connection with the defense of any action against the Issuer or the Trustee arising out of the above. The Company represents and warrants to the Issuer

and the Trustee that the Project Site and the Project and their respective prior and existing uses have at all times complied with and will comply with all Environmental Laws. The Company shall promptly and diligently take or cause to be taken all actions necessary to cure any noncompliance with any Environmental Law and shall be solely responsible for any violation by it, its employees or agents of any Environmental Laws, and the Company further agrees that it will take all necessary action to clean-up, eliminate or contain any environmental contamination, including contamination caused by any previous owner of the Project or the Project Site, and will pay in full all costs and expenses associated with such action.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The Issuer 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 Issuer 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 Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, Company will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation expressly assumes in writing all the obligations of the Company contained in this Lease; and, further provided, that the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer. The term “net worth”, as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries. In any such consolidation, merger or transfer the Company shall comply with the provisions of **Section 10.1** hereof to the extent applicable.

Section 10.8. Security Interests. At the written request of the Owner of the Bonds, the Issuer and the Company agree to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of the security interests of the Issuer and the Trustee in the Project. Upon the written instructions of the Owner of the Bonds, the Trustee shall file, at the expense of the Company, all instruments the Owner of the Bonds shall deem necessary to be filed and the Trustee shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding. The Issuer and the Company shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens. The Trustee shall, at the expense of the Company, maintain a file showing a description of all Project Equipment, said file to be compiled from the certificates furnished to the Trustee pursuant to **Section 4.4** and **Section 8.2** hereof.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the Project at any time, prior to the expiration of the Lease Term upon payment in full of all Bonds then Outstanding or provision for their payment having been made pursuant to **Article XIII** of

the Indenture. To exercise such option the Company shall give written notice to the Issuer and to the Trustee, if any, of the Bonds as shall then be unpaid or provision for their payment shall not have been made in accordance with the provisions of the Indenture, and shall specify therein the date of closing such purchase, which date shall be not less than 30 nor more than 180 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. Notwithstanding the foregoing, if the Issuer or the Trustee provides notice of its intent to exercise its remedies hereunder (a "**Remedies Notice**"), the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the Issuer and the Trustee on or prior to the 29th day. 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 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 and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus
- (c) an amount of money equal to the payments in lieu of taxes due and payable pursuant to **Section 5.2(a)** of this Lease through the end of the calendar year in which the date of purchase occurs; plus
- (c) the sum of \$100.

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

- (a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project from the lien and/or security interest of the Indenture.
- (b) A special warranty deed conveying to the Company legal title to the Project, as it then exists, subject to the following: (1) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the Issuer; (2) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (3) 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; (4) Permitted Encumbrances other than the Indenture and this Lease; and (5) 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 options and obligation to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option.

Section 11.4. Obligation to Purchase the Project. The Company hereby agrees to purchase, and the Issuer hereby agrees to sell, the Project for the sum of \$100 at the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof and all other fees, charges and expenses having been made in accordance with the provisions of the Indenture, this Lease and all other documents entered into with respect to the Bonds; provided, however, that 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, if any. If Company has not sooner elected to exercise the option to purchase pursuant to this **Article XI**, Company shall be automatically deemed to have exercised such option on the day before the expiration date of this Lease, unless Company shall have rescinded such election by written notice given to Issuer or Trustee on or before such day.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. 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” or “default” under this Lease:

(a) Default in the due and punctual payment of Basic Rent for a period of 5 days following written notice to the Company by the Issuer or the Trustee or default in the due and punctual payment Additional Rent for a period of 30 days following written notice to the Company by the Issuer or the Trustee; 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 shall continue for 60 days after the Issuer or the Trustee has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default; provided that (1) the Company has commenced such cure within said 60-day period, and (2) the Company diligently prosecutes such cure to completion); or

(c) The Company shall: (1) admit in writing its inability to pay its debts as they become due; or (2) file 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 file a pleading asking for such relief; or (3) make an assignment for the benefit of creditors; or (4) consent to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or shall fail to have the appointment of any trustee, receiver or liquidator made without the Company’s consent or acquiescence, vacated or set aside; or (5) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) be subject to any proceeding, or suffer 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, shall not be dismissed, vacated, denied, set aside or stayed within 60 days after the day of entry or commencement; or (7) suffer 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 Company shall vacate or abandon the Project, or shall have been ejected from the Project or any portion thereof by reason of a defect in title to the Project, and the same shall remain uncared for and unoccupied for a period of 60 days (or such longer period as is reasonably required to cure such defect in title).

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof shall have occurred and be continuing beyond any applicable grace period, then the Issuer may at the Issuer'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 Event of Default shall continue beyond any applicable grace period, take any one or more of the following actions as the Issuer's sole and exclusive remedies (except as otherwise expressly provided herein):

(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 (unless the Owners of 100% of the principal amount of such Bonds determine otherwise);

(b) give the Company written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Company's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the Issuer may re-enter and take possession of the Project (unless Company shall have exercised or be deemed to have exercised Company's option to purchase under **Article XI** hereof, in which event the terms of such **Article XI** shall control).

Section 12.3. Survival of Obligations. The Company covenants and agrees with the Issuer and Bondowners that those of its obligations under this Lease which by their nature require performance after the end of the term of this Lease, or which are expressly stated herein as intended to survive expiration or termination of 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 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, the Company's obligation under this Lease shall thereupon cease and terminate in full.

Section 12.4. Limitation of Liability and Indemnity. Notwithstanding anything contained to the contrary in this Lease, it is agreed that the Issuer will look only to the Company's interest in and to the Project and any sublease with respect thereto for the collection of any judgment (or other judicial process) requiring the payment of money by the Company in the event of a breach or default under this Lease by the Company, and no other property or assets of the Company or its partners or principal, disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedures for the satisfaction of any such judgment (or other judicial process).

Section 12.5. Performance of the Company's Obligations by the Issuer. If the Company shall fail to keep or perform any of its obligations as provided in this Lease in the making of any payment or performance of any obligation, then the Issuer, or the Trustee in the Issuer's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 30 days after written notice of such failure is given the Company by the Issuer 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 Issuer or the Trustee and all necessary incidental reasonable costs and expenses (including, without limitation, attorney's fees and expenses) incurred by the Issuer or the Trustee in performing such obligations shall be deemed Additional Rent and shall be paid to the Issuer or the Trustee on demand, and if not so paid by the Company, the Issuer 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 12.6. Rights and Remedies Cumulative. The rights and remedies reserved by the Issuer and the Company hereunder 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 Issuer 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 availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 12.7. 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 Issuer or the Trustee may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the Issuer's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Company which were in existence at the time such payment or payments were accepted by the Issuer or the Trustee.

Section 12.8. Notice of Defaults Under Section 12.1; Opportunity of Company to Cure Defaults.

(a) Anything herein to the contrary notwithstanding, no default specified in **Section 12.1(c)** through **(d)** shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given by the Issuer, the Trustee or by the Owners of 25% in aggregate principal amount of all Bonds Outstanding to the Company and the Company shall have had 30 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within such period; provided, however, if any such default shall be 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 within such period and diligently pursued until the default is corrected.

(b) Anything herein to the contrary notwithstanding, no default specified in **Section 12.1(b)** shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given (i) at any time the Company is the Owner of 100% in aggregate principal amount of all Bonds Outstanding, by the Owner of 100% in aggregate principal amount of all Bonds Outstanding, and (ii) at any time the Company is not the Owner of 100% in aggregate principal amount of all Bonds Outstanding, the Issuer, the Trustee or by the Owners of 25% in aggregate principal amount of all Bonds Outstanding, to the Company and the Lender.

(c) With regard to any alleged default concerning which notice is given to the Company under the provisions of this Section, the Issuer hereby grants the Company full authority for account of the Issuer to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the Issuer, with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts in order to remedy such default.

Section 12.9. Trustee's Exercise of the Issuer's Remedies. Whenever any Event of Default shall have occurred and be 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 Issuer under this Article, upon notice as required of the Issuer unless the Issuer 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 shall have the right to assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof, with the written consent of the Issuer, for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease;

(3) A duplicate original of such assignment shall be delivered to the Issuer and the Trustee within ten (10) days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee 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;

(4) At the time of any such assignment there shall be no damage or destruction to the Project which has not been repaired, restored and replaced in accordance with the provisions of this Lease, unless any funds then held by the Company for the purposes of such repair, restoration and replacement are simultaneously transferred to the assignee; and

(5) Issuer shall be satisfied that the assignee has the financial resources to perform its obligations under **Section 10.5** hereof or the Issuer and the Trustee shall be provided indemnification from another party acceptable to the Issuer that has the financial resources to perform such obligations.

Upon the satisfaction of the conditions set forth herein, the assignor shall be relieved of all further liability occurring on and after the effective date of such assignment. The consent of the Issuer to any assignment, transfer, encumbrance or disposition described in this subsection (a) shall not be unreasonably withheld or delayed.

(b) The Company shall have the right to sublet all of the Project to a single entity for any lawful purpose under the Act. No sublease of the Project shall release or discharge the Company from its primary liability for the payment of the Basic Rent and Additional Rent hereunder and the performance of each and all of the covenants and agreements herein contained, and its duties and obligations under this Lease shall continue as if no such sublease had been made.

If for any reason this Lease and the leasehold estate of the Company hereunder is terminated by the Issuer by summary proceedings or otherwise in accordance with the terms of this Lease, the Issuer covenants and agrees that such termination of this Lease shall not result in a termination of any sublease affecting the Project or any part or parts thereof and that they shall all continue for the duration of their respective terms and any extensions thereof as a direct lease between the Issuer hereunder and the sublessee thereunder, with the same force and effect as if the Issuer hereunder had originally entered into such sublease as landlord thereunder. Any such sublessee shall not be named or joined in any action or proceeding by the Issuer under this Lease to recover possession of the Project or for any other relief if such sublessee is not then in default under the terms of its sublease beyond any applicable grace period for curing the same. The Issuer shall, upon request, execute, acknowledge and deliver such agreements evidencing and agreeing to the foregoing in a form reasonably satisfactory to the Company.

Any consent of the Issuer required by this subsection (b) shall not be unreasonably withheld or delayed.

Section 13.2. Assignment of Revenues by Issuer. The Issuer 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.

Section 13.3. Prohibition Against Fee Mortgage of Project. The Issuer 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 Issuer. During this Lease Term, the Issuer agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

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 prior to 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.

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 deemed duly given when (i) mailed by registered or certified mail, postage prepaid, or (ii) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

(a) To the Issuer:

City of Riverside, Missouri
2950 N.W. Vivion Road
Riverside, Missouri 64150
Attention: City Administrator

(b) To the Company:

Link Real Estate LLC
1501 Taney Street
North Kansas City, Missouri 64116

With a copy to:

Lathrop Gage LLP
2345 Grand Boulevard
Suite 2200
Kansas City, Missouri 64108

(c) To the Trustee:

Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
Kansas City, KS 66101
Attention: Corporate Trust Department

Any notice or demand hereunder shall be deemed given when received. Any notice or demand which is rejected, the acceptance of delivery of which is refused or which is incapable of being delivered during normal business hours at the address specified herein or such other address designated pursuant hereto shall be deemed received as of the date of the attempted delivery. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Company to the other shall also be given to the Trustee. The Issuer, 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. Any notice of default given to Company hereunder must include a statement that Company's failure to cure said default and/or rescind its automatic exercise of the option will result in an automatic exercise of the option to purchase by Company under **Article XI** hereof.

Section 15.2. Issuer Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the Issuer shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the Issuer shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules.

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 Issuer 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, and (c) that if after the principal of and interest on the Bonds and all fees, expenses and costs incident to the payment of the Bonds have been paid in full the Trustee or the Issuer 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.

Section 15.4. No Pecuniary Liability. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability or a charge upon the general credit or taxing powers of the City of Riverside, Missouri or the State of Missouri. Such limitation shall not apply to any liability or charge directly resulting from the Issuer's breach of any provision, covenant or agreement contained herein.

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 Issuer 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. 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 15.9. Electronic Storage. The parties agree that the transactions described herein may be conducted and related documents may be received, sent or 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 15.10. Satisfaction of Company's Obligations. Any obligation of the Company under this Lease, including, but not limited to, the obligations of the Company to pay Basic Rent, Additional Rent and to maintain insurance pursuant to **Article VII**, may be performed by a member of the Company, and such performance by a member of the Company shall be treated as though the obligation were performed by the Company.

[The remainder of this page left intentionally blank]

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

CITY OF RIVERSIDE, MISSOURI

By: _____
Mayor

(Seal)

ATTEST:

By: _____
City Clerk

LINK REAL ESTATE LLC,
A Missouri limited liability company,
as Purchaser

By: _____
Timothy J. Link, Manager

EXHIBIT A

PROJECT SITE

All of the Northwest Quarter of the Northeast Quarter of Section 7, Township 50, Range 33, in the City of Riverside, Platte County, Missouri, being described as follows: Beginning at the Northwest corner of the Northeast Quarter of said Section 7; thence South 87 degrees 23 minutes 44 seconds East, along the North line of said Northeast Quarter, 1302.06 feet to the Northeast corner of said Northwest Quarter; thence South 0 degrees 20 minutes 12 seconds West, along the East line of said Northwest Quarter, 1315.99 feet to the Southeast corner of said Northwest Quarter; thence North 89 degrees 24 minutes 18 seconds West, along the South line of said Northwest Quarter, 1302.27 feet to the Southwest corner of said Northwest Quarter; thence North 0 degrees 20 minutes 45 seconds East, along the West line of said Northeast Quarter, 1316.20 feet to the Point of beginning, subject to that part, if any, in streets, roadways, highways or other public rights-of-way.

EXCEPT that part included in RIVERSIDE HORIZONS WEST FIRST PLAT, a subdivision in Riverside, Platte County, Missouri.

EXHIBIT B

PROJECT IMPROVEMENTS

All buildings, structures, improvements and fixtures located on or to be acquired or purchased for the construction, improvement, equipping or remodeling of the Project Site pursuant to **Article IV** hereof and paid for in whole or in part from the proceeds of Bonds and all additions, alterations, modifications and improvements thereof made pursuant to this Lease.

EXHIBIT C

[FORM OF REQUISITION CERTIFICATE]

Requisition No. _____

Date: _____

REQUISITION CERTIFICATE

TO: SECURITY BANK OF KANSAS CITY, AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF JANUARY 1, 2019, BETWEEN THE CITY OF RIVERSIDE, MISSOURI, AND THE TRUSTEE, AND LEASE AGREEMENT DATED AS OF JANUARY 1, 2019, AMONG THE CITY OF RIVERSIDE, MISSOURI, AND LINK REAL ESTATE 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, construction and improvement 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, construction and improvement 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.

LINK REAL ESTATE LLC,
A Missouri limited liability company,
as Purchaser

By: _____
Name: Timothy J. Link, Manager

Approved by:

as Lender

By: _____

Name:

Title:

SCHEDULE 1 TO REQUISITION CERTIFICATE

Amount

Payee and Address

Description

\$ _____

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

TITLE OF DOCUMENT: SPECIAL WARRANTY DEED
DATE OF DOCUMENT: JANUARY 1, 2019
GRANTOR: LINK REAL ESTATE, LLC
GRANTOR'S MAILING ADDRESS: 1501 Taney Street
North Kansas City, Missouri 64116

GRANTEE: CITY OF RIVERSIDE, MISSOURI
GRANTEE'S MAILING ADDRESS: 2950 N.W. Vivion Road
Riverside, Missouri 64150

RETURN DOCUMENTS TO: Gary A. Anderson, Esq.
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108

LEGAL DESCRIPTION: See **Exhibit A**

This cover page is attached solely for the purpose of complying with the requirements stated in §§59.310.2; 59.313.2 Revised Missouri Statutes.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of January 1, 2019, from **LINK REAL ESTATE\ LLC**, a Missouri limited liability company (the “Grantor”), to **CITY OF RIVERSIDE, MISSOURI**, a political subdivision and body corporate organized and existing under the laws of the State of Missouri (the “Grantee”), having its mailing address as follows: 2950 N.W. Vivion Road, Kansas City, Missouri 64150.

WITNESSETH, THAT THE GRANTOR, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto the Grantee, its successors and assigns, the lots, tracts or parcels of land described on **EXHIBIT A**.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anyway appertaining unto the Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as shown on the title insurance policy to be received by Grantee in connection with this special warranty deed; and that it will warrant and defend the title to said premises unto the Grantee and unto the Grantee’s successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor and no other.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day and year above written.

GRANTOR:

LINK REAL ESTATE LLC,
a Missouri limited liability company,
as Purchaser

By: _____
Timothy J. Link, Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2019, before me, appeared Timothy J. Link of Link Real Estate LLC (the "Company"), to me personally known, who being duly sworn, did say that he is the person who executed the foregoing instrument and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

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

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

All of the Northwest Quarter of the Northeast Quarter of Section 7, Township 50, Range 33, in the City of Riverside, Platte County, Missouri, being described as follows: Beginning at the Northwest corner of the Northeast Quarter of said Section 7; thence South 87 degrees 23 minutes 44 seconds East, along the North line of said Northeast Quarter, 1302.06 feet to the Northeast corner of said Northwest Quarter; thence South 0 degrees 20 minutes 12 seconds West, along the East line of said Northwest Quarter, 1315.99 feet to the Southeast corner of said Northwest Quarter; thence North 89 degrees 24 minutes 18 seconds West, along the South line of said Northwest Quarter, 1302.27 feet to the Southwest corner of said Northwest Quarter; thence North 0 degrees 20 minutes 45 seconds East, along the West line of said Northeast Quarter, 1316.20 feet to the Point of beginning, subject to that part, if any, in streets, roadways, highways or other public rights-of-way.

EXCEPT that part included in RIVERSIDE HORIZONS WEST FIRST PLAT, a subdivision in Riverside, Platte County, Missouri.

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE OF

\$11,850,000

(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)

CITY OF RIVERSIDE, MISSOURI

TAXABLE INDUSTRIAL REVENUE BONDS

(LINK REAL ESTATE LLC PROJECT)

SERIES 2019

Legal Opinion

**Gilmore & Bell, P.C.
Kansas City, Missouri**

CLOSING MEMORANDUM

\$11,850,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF RIVERSIDE, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(LINK REAL ESTATE LLC PROJECT)
SERIES 2019

CLOSING: _____, 2019

This Memorandum sets forth the actions to be taken in connection with the issuance, sale and delivery by the City of Riverside, Missouri, of its Taxable Industrial Revenue Bonds (Link Real Estate LLC Project), Series 2019, in the maximum principal amount of \$11,850,000 (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 _____, 2019, at the offices of Gilmore & Bell, P.C., 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 Riverside, Missouri ("City") (2 CD-Roms).
2. Security Bank of Kansas City ("Trustee") (1 CD-Rom).
3. Link Real Estate LLC ("Company" and "Purchaser") (1 CD-Rom).
5. Lathrop Gage LLP ("Company's and Purchaser's Counsel") (1 CD-Rom).
7. Gilmore & Bell, P.C. ("Bond Counsel") (1 CD-Rom).
8. _____ ("Lender") (1 CD-Rom).

\$11,850,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF RIVERSIDE, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(LINK REAL ESTATE LLC PROJECT)
SERIES 2019

Closing Date: _____, 2019

CLOSING LIST

Document
No.

BASIC DOCUMENTS

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

CITY'S PROCEEDINGS AND CLOSING DOCUMENTS

5. City's Closing Certificate.
6. Notice to Taxing Jurisdiction of the proposed Plan for the Project; Confirmation of receipt by taxing jurisdictions of the Plan.
7. Minutes of Meeting of the Board of Aldermen showing passage of Ordinance No. _____ on December 4, 2018.
8. Ordinance No. _____ approving a Chapter 100 Plan for the Project and authorizing the issuance of the Bonds.
9. Municipality Annual Activity Report pursuant to Section 100.105, RSMo.

COMPANY'S PROCEEDINGS AND DOCUMENTS

10. Company's Closing Certificate

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

MISCELLANEOUS CLOSING DOCUMENTS

17. Trustee's Closing Certificate.
18. UCC-1 Financing Statement.

LEGAL OPINIONS

19. Approving Legal Opinion of Bond Counsel.
20. Opinion of Company's Counsel.

* * *

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 Riverside, 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 \$11,850,000 maximum principal amount of Taxable Industrial Revenue Bonds (Link Real Estate LLC Project), Series 2019 (the “Bonds”), we hereby further certify as follows, as of _____, 2019:

1. MATTERS CONCERNING AUTHORIZATION

1. Due Organization. The City is a fourth-class city and municipal corporation 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 Link Real Estate LLC, a Missouri limited liability company (the “Company”), of the Bonds includes a true and correct copy of the proceedings had by the Board of Aldermen 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 Board of Aldermen 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 Board of Aldermen 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>
Kathleen Rose	Mayor
Al Bowman	Alderman (Ward 1)
Mike Fuller	Alderman (Ward 1)
Aaron Thatcher	Alderman (Ward 2)
Jill Hammond	Alderman (Ward 2)
Salvatore LoPorto	Alderman (Ward 3)
Nathan Cretsinger	Alderman (Ward 3)
Brian Koral	City Administrator
Robin Kincaid	City Clerk

5. Approval of Plan for the Project. Pursuant to Ordinance No. _____ adopted by the Board of Aldermen on December 4, 2018 (the “Ordinance”), the City approved a Plan for an Industrial Development Project (the “Plan”) for 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, 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 City, or the right or title of any of its officers or officials 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 Board of Aldermen of the City at a meeting duly held as shown in the Transcript:

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

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

(c) Bond Purchase Agreement dated as of January 1, 2019 (the “Bond Purchase Agreement”), between the City and the Company, in its capacity as purchaser of the Bonds (the “Purchaser”).

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 Board of Aldermen 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. We 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 \$11,850,000 and on the date of the Bonds, and on the date when said Bonds were executed by us, we were and at the date hereof we are the officials indicated by our signatures on said Bonds, and by our signatures on this Certificate, respectively. The signatures of us and each of us, as such officials, respectively, on said Bonds and on this Certificate, are our 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 Administrator and the Finance Manager 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.

10. M.A.P. Filing Authorization. The City hereby authorizes Gilmore & Bell, P.C. to file the information required by Section 37.850 of the Revised Statutes of Missouri on the Missouri Accountability Portal website maintained by the State of Missouri Office of Administration.

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 the date first stated above.

Signature

Official Title

Mayor

City Clerk

(Seal)

EXHIBIT A

Facsimile Signature Filings

**EXCERPT OF MINUTES OF
MEETING OF THE BOARD OF ALDERMEN
OF THE CITY OF RIVERSIDE, MISSOURI**

The Board of Aldermen of the City of Riverside, Missouri, met in regular session December 4, 2018, at 7:00 p.m., in the Board Chamber at 2950 NW Vivion Road, in Riverside, Missouri, and the following officials were present or absent as indicated:

	<u>Present/Absent</u>
Kathleen Rose, Mayor	_____
Al Bowman, Alderman	_____
Mike Fuller, Alderman	_____
Aaron Thatcher, Alderman	_____
Jill Hammond, Alderman	_____
Nathan Cretsinger, Alderman	_____
Salvatore LoPorto, Alderman	_____
Robin Kincaid, City Clerk	_____

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 \$11,850,000 maximum principal amount of Industrial Revenue Bonds (Link Real Estate LLC Project) of the City came on for consideration pursuant to an ordinance entitled as follows:

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE BENEFIT OF LINK REAL ESTATE LLC; AUTHORIZING THE CITY TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$11,850,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, PURCHASING AND CONSTRUCTING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

On a motion duly made by Alderman _____ and seconded by Alderman _____, the Bill No. _____ was placed on its first reading and was read by title, considered and discussed, and was duly passed.

On motion duly made by Alderman _____ and seconded by Alderman _____, the Bill No. _____ 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: _____.

Nay: _____.

The Mayor declared said Bill duly passed and the Bill was then duly numbered Ordinance No. _____, and was signed and approved by the Mayor and attested by the City Clerk.

* * * * *

(Other Proceedings)

* * * * *

[The remainder of this page intentionally left blank.]

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

[SEAL]

City Clerk

CERTIFICATE AS TO CLOSING PRICE

relating to

\$11,850,000

(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)

CITY OF RIVERSIDE, MISSOURI

TAXABLE INDUSTRIAL REVENUE BONDS

(LINK REAL ESTATE LLC PROJECT)

SERIES 2019

Pursuant to **Section 2** of the Bond Purchase Agreement dated as of January 1, 2019, among the City of Riverside, Missouri and Link Real Estate LLC, a Missouri limited liability company (the "Purchaser"), the Purchaser hereby certifies that the Closing Price with respect to the above-referenced bonds is \$11,850,000.

Dated: _____, 2019

LINK REAL ESTATE LLC

By: _____

Name: Timothy J. Link

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

CITY OF RIVERSIDE, MISSOURI

By: _____
Kathleen Rose, Mayor

TRUSTEE'S CLOSING CERTIFICATE

relating to

CITY OF RIVERSIDE, MISSOURI TAXABLE INDUSTRIAL REVENUE BONDS (LINK REAL ESTATE LLC PROJECT) SERIES 2019

The undersigned, a duly authorized officer of Security Bank of Kansas City, a banking corporation having its principal corporate trust office located in the City of Kansas City, Kansas (the "Trustee"), as trustee under the Trust Indenture dated as of January 1, 2019 (the "Indenture"), between the Trustee and the City of Riverside, Missouri (the "City"), authorizing the issuance of the Taxable Industrial Revenue Bonds (Link Real Estate LLC Project), Series 2019, in the maximum principal amount of \$11,850,000 (the "Bonds"), of the City, does hereby certify as follows, as of _____, 2019:

1. Power and Authority of Trustee. The Trustee is a banking corporation duly organized and existing under the laws of the United States of America, 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 Link Real Estate 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.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Trustee has caused this certificate to be executed by its duly authorized officers, as of the date first stated above.

SECURITY BANK OF KANSAS CITY,
as Trustee

By: _____

Name:

Title:

COMPANY'S CLOSING CERTIFICATE

We, the undersigned, hereby certify that we are Members of **LINK REAL ESTATE LLC**, a Missouri limited liability company (the "Company"). In connection with the issuance of the Taxable Industrial Revenue Bonds (Link Real Estate LLC Project), Series 2019, in the maximum principal amount of \$11,850,000 (the "Bonds"), by the City of Riverside, Missouri (the "City"), I hereby further certify as follows, as of _____, 2019:

1. ORGANIZATION AND AUTHORITY

1.1. Due Authority. The Company is a limited liability company duly organized, validly existing and in good standing in the State of Missouri. Attached hereto as **Exhibit A** is a Certificate of Good Standing for the Company for the State of Missouri, which has not been amended or revoked and is in fully force and effect as of the date hereof.

1.2 Organization 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 executive 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>
Timothy J. Link	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 January 1, 2019 (the “Bond Purchase Agreement”), between the City and the Company;
- (b) Lease Agreement dated as of January 1, 2019 (the “Lease Agreement”), between the City and the Company; and
- (c) Special Warranty Deed dated January 1, 2019 (the “Deed”), 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.

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 (1) the design and construction of an approximately 200,000-250,000 square foot manufacturing facility and (2) associated site work, utility and infrastructure improvements, including, but not limited to, water, sewer, electrical and environmental improvements, swales and detention ponds and access improvements located in the City.

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 Gilmore & Bell, P.C. in rendering its opinion as to validity of the issuance of the Bonds.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, I have hereunto set my hand as of the date first stated above.

LINK REAL ESTATE LLC

By: _____
Name: Timothy J. Link
Title: Manager

EXHIBIT A

MISSOURI CERTIFICATE OF GOOD STANDING

EXHIBIT B
ARTICLES OF ORGANIZATION

EXHIBIT C
OPERATING AGREEMENT

COMPANY'S RESOLUTIONS

I, the undersigned, the Manager of Link Real Estate 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 Manager and Members of said limited liability company pursuant to a unanimous written consent, as of _____, 2019:

* * * *

RESOLVED, that the issuance and sale by the City of Riverside, Missouri (the "City"), of \$11,850,000 maximum principal amount of Taxable Industrial Development Revenue Bonds (Link Real Estate LLC Project), Series 2019 (the "Bonds"), pursuant to Ordinance No. ____ (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 (1) the design and construction of an approximately 200,000-250,000 square foot manufacturing facility and (2) associated site work, utility and infrastructure improvements, including, but not limited to, water, sewer, electrical and environmental improvements, swales and detention ponds and access improvements (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 Manager and Members, 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 January 1, 2019 (the "Bond Purchase Agreement"), between the City and the Company;
- (b) Lease Agreement dated as of January 1, 2019 (the "Lease Agreement"), between the City and the Company; and
- (c) Special Warranty Deed dated January 1, 2019 (the "Deed"), from the Company in favor of the City.

FURTHER RESOLVED that the Trust Indenture dated as of _____, 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 Company for execution and delivery by the City.

FURTHER RESOLVED, that _____, Manager of the Company, is hereby authorized and directed to execute and deliver the documents on behalf of and in the name of the Company.

FURTHER RESOLVED, that the officers of the 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 the documents.

* * * *

I further certify that the resolutions have not been modified, amended or repealed and are in full force and effect as of the date hereof.

[The remainder of this page intentionally left blank.]

WITNESS my hand and seal as of the date first stated above.

LINK REAL ESTATE LLC

By: _____
Name: Timothy J. Link
Title: Manager

MANAGER

MEMBERS

PURCHASER'S RECEIPT AND REPRESENTATION LETTER

_____, 2019

City of Riverside, Missouri
North Kansas City, Missouri

Security Bank of Kansas City, as Trustee
Kansas City, Missouri

Re: \$11,850,000 Maximum Principal Amount of City of Riverside, Missouri, Taxable Industrial Revenue Bonds (Link Real Estate LLC Project), Series 2019

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the "Bonds"), the undersigned purchasers of the Bonds ("Purchaser") hereby represents, warrants and agrees as follows:

1. Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of January 1, 2019 (the "Indenture"), between the City of Riverside, 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 Link Real Estate LLC, a Missouri limited liability company (the "Company"), under a Lease Agreement dated as of January 1, 2019 (the "Lease Agreement"), 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. Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state and will be sold to Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of Purchaser set forth herein.

3. 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 view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. Purchaser agrees not to attempt to offer, sell, hypothecate 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, the Company, the Trustee and the purchaser 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.

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

questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. Purchaser believes that the Bonds being acquired are a security of the type that Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

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

9. Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

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

Very truly yours,

LINK REAL ESTATE LLC

By: _____

Name: Timothy J. Link

Requisition No. 1
Date: _____, 2019

REQUISITION CERTIFICATE

TO: SECURITY BANK OF KANSAS CITY, AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF JANUARY 1, 2019, BETWEEN THE CITY OF RIVERSIDE, MISSOURI, AND THE TRUSTEE, AND LEASE AGREEMENT DATED AS OF JANUARY 1, 2019, AMONG THE CITY OF RIVERSIDE, MISSOURI, AND LINK REAL ESTATE 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, construction and improvement 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, construction and improvement 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.

LINK REAL ESTATE LLC

By: _____
Name: Timothy J. Link

Approved by:

as Lender

By: _____

Name:

Title:

SCHEDULE 1 TO REQUISITION CERTIFICATE

\$11,850,000

(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)

CITY OF RIVERSIDE, MISSOURI

TAXABLE INDUSTRIAL REVENUE BONDS

(LINK REAL ESTATE LLC PROJECT)

SERIES 2019

PROJECT COSTS

Costs of issuance to be paid from Company funds deposited in the Costs of Issuance Fund:

Payee	Description	Amount
Gilmore & Bell, P.C.	Bond Counsel fees and expenses (\$); Cost-Benefit Analysis (\$7,500)	\$.00
Security Bank of Kansas City	Trustee fees and expenses	<u>.00</u>
Total		\$.00

FORM OF COMPANY COUNSEL'S OPINION

_____, 2019

City of Riverside, Missouri
North Kansas City, Missouri

Gilmore & Bell, P.C.
Kansas City, Missouri

Security Bank of Kansas City, as Trustee
Kansas City, Missouri

Re: \$11,850,000 Aggregate Maximum Principal Amount of Taxable Industrial Revenue Bonds (Link Real Estate LLC Project), Series 2019 of the City of Riverside, Missouri

Ladies and Gentlemen:

We have acted as counsel for Link Real Estate LLC, a Missouri limited liability company (the "Company"), and as such, we have examined the following in connection with the issuance and sale of the above-referenced Bonds:

- (a) Lease Agreement dated as of January 1, 2019 (the "Lease Agreement"), among the Company, as lessee, and the City of Riverside, Missouri (the "City"), as lessor;
- (b) Bond Purchase Agreement dated as of January 1, 2019 (the "Purchase Agreement"), between the City and the Company, as purchaser of the Bonds; and
- (c) Special Warranty Deed dated January 1, 2019 (the "Deed"), from the Company in favor of the City; and
- (d) 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, we are of the opinion that:

1. The Company has been duly organized and is validly existing as a limited liability company in good standing under the laws of the State of Missouri and authorized to conduct business in the State of Missouri.

2. The Lease Agreement, the Purchase Agreement, and the Deed (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 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).

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 Articles of Organization of the Company, or of any constitutional or statutory provision, or of any order, rule or regulation of any court or governmental authority applicable to the Company or its property.

4. All consents, approvals, authorizations or orders of, or registrations or filings with, any court or governmental agency or body required with respect to the Company for the valid execution and delivery by the Company of, or the performance of its obligations under, the Company Documents have been obtained or made.

5. 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 Lease Agreement or the ability of the Company to perform its obligations under the Company Documents, or which might adversely affect the condition, financial or otherwise, of the Company.

Very truly yours,

_____, 2019

City of Riverside, Missouri
North Kansas City, Missouri

Link Real Estate LLC
North Kansas City, Missouri

Security Bank of Kansas City, as Trustee
Kansas City, Kansas

Re: \$11,850,000 Aggregate Maximum Principal Amount of Taxable Industrial Revenue Bonds (Link Real Estate LLC Project), Series 2019 of the City of Riverside, Missouri

We have acted as Bond Counsel in connection with the issuance by City of Riverside, Missouri (the “City”), of its Taxable Industrial Revenue Bonds (Link Real Estate LLC Project), Series 2019, in the maximum principal amount of \$11,850,000 (the “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 December 1, 2017 (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 acquiring, designing, constructing and improving the project described in the Indenture (the “Project”).

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:

- (a) Ordinance No. ____ (“Ordinance”) passed by the Board of Aldermen on December 4, 2018 approving the Plan for an Industrial Development Project (the “Plan”) and approving the issuance of Bonds;
- (b) Trust Indenture dated as of January 1, 2019 (the “Indenture”), between the City and Security Bank of Kansas City, as trustee;
- (d) Lease Agreement dated as of January 1, 2019 (the “Lease Agreement”), among the City, as lessor, and Link Real Estate LLC (the “Company”), as lessee; and
- (e) Bond Purchase Agreement dated as of January 1, 2019 (the “Bond Purchase Agreement”), between the City and the Company, as purchaser.

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 Indenture, the Lease Agreement, and the Bond Purchase Agreement (collectively, the “Bond Documents”).

Reference is made to the opinion of Lathrop Gage LLP, 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 Bond Documents to which the Company is a party, and (d) the due authorization, execution and delivery of the Bond Documents to which the Company is a party and the binding effect and enforceability thereof against the Company.

Based upon such examination, we are of the opinion, as of the date hereof, as follows:

1. The City is a fourth-class city and municipal corporation organized and existing under the laws 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.

We have not undertaken nor have we been engaged to review the accuracy, completeness or sufficiency of any offering material relating to the Bonds and we express no opinion relating thereto.

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,

**INFORMATION TO BE INCLUDED
IN UCC FORM-1
(Trust Indenture)**

INDENTURE:

(filed with Secretary of State of the State of Missouri)

1. **Debtor:**

- | | | |
|-----|-------------------------------|--|
| 1a. | Organization's Name: | City of Riverside, Missouri |
| 1c. | Mailing Address: | 2950 N.W. Vivion Road
Riverside, MO 64150 |
| 1e. | Type of Organization: | Municipality |
| 1f. | Jurisdiction of Organization: | State of Missouri |
| 1g. | Organizational ID/Charter #: | |

3. **Secured Party:**

- | | | |
|-----|----------------------|--|
| 3a. | Organization's Name: | Security Bank of Kansas City, as
Trustee |
| 3c. | Mailing Address: | 701 Minnesota Avenue, Suite 206
Kansas City, KS 66101
Attention: Corporate Trust Dept. |

4. **This Financing Statement covers the following collateral:**

The property included in the Trust Estate under that certain Trust Indenture dated as of January 1, 2019, between Debtor and Secured Party, as amended and supplemented at any time, relating to the issuance of the Debtor's Taxable Industrial Revenue Bonds (Link Real Estate LLC Project), Series 2019, and products and proceeds thereof, including without limitation accounts, general intangibles, investment property, chattel paper, deposit accounts and instruments.



2950 NW Vivion Road
Riverside, Missouri 64150

AGENDA DATE: 2018-12-4
TO: Mayor and Board of Aldermen
FROM: Human Resources Manager, Amy Strough
RE: Hiring Ordinance – Anita Morales

Position Information

This hire will fill a vacant Part-time Court Clerk position created by a recent resignation.

Hiring Recommendation

Staff recommends approving the following hire:

Candidate: Anita Morales
Department: Municipal Court
Open Position: Court Clerk
FLSA Status: Part Time, Non-Exempt
Starting Wage: \$15.00/hr
Incentives: none
Expected Start Date: December 10, 2018

This individual has passed all required pre-employment testing and is considered to be a qualified candidate for this position.

AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF ANITA MORALES AS A PART-TIME COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE

WHEREAS, City Code Section 110.070 provides for the appointment of employees of the City by the City Administrator with approval of the Mayor and Board of Aldermen; and

WHEREAS, City Code Section 110.140 provides for the establishment of the salary of non-elected employees of the City by ordinance; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the appointment of Anita Morales as a Part-time Court Clerk in the Municipal Court Department as provided herein;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:

SECTION 1 – HIRING OF EMPLOYEE. Anita Morales is hereby employed as a Part-Time Court Clerk in the Municipal Court Department.

SECTION 2 – STARTING SALARY. The starting wage for this position shall be set at \$15.00 per hour. The salary shall thereafter be adjusted according to the annual budget and the personnel policies and procedures of the City as may be adopted from time to time.

SECTION 3 - REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect as of December 5, 2018.

BE IT REMEMBERED that the above was read two times by heading only, passed and approved by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 4th day of December 2018.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk