



Upstream from ordinary.

BOARD OF ALDERMEN MEETING

RIVERSIDE CITY HALL

2950 NW VIVION ROAD

RIVERSIDE, MISSOURI 64150

TENTATIVE AGENDA

OCTOBER 5, 2021

Closed Session – 6:00 p.m.

Regular Meeting - 7:00 p.m.

Call to Order

Roll Call

CLOSED SESSION

(6:00 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.

610.021(13) Individually identifiable personnel records, performance ratings or records pertaining to employee or applicant for employment.

2. Motion to adjourn closed.

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 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 Aldermen during Public Comments ONLY. This Public Comments time is reserved for citizen comments regarding agenda and non- taken at that time. Each speaker is limited to 5 minutes.

Proclamation – Fire Prevention Week October 3 – 9, 2021 – Fire Chief Gordon Fowlston will be accepting the proclamation.

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 September 21, 2021.

REGULAR AGENDA

1. **Public Hearing:** Public hearing to consider approval of a request for rezoning for property generally described as Lots 14,15,16, Tract D, Tract E Riverside Horizons East First Plat and Lot 2 Horizons Office One, in the City of Riverside, Missouri.
 - A) First Reading: Bill No. 2021-043: **AN ORDINANCE AUTHORIZING AND ADOPTING AMENDMENTS TO THE PLANNED DEVELOPMENT DISTRICTS ADOPTED BY ORDINANCES 2007-108, 2007-135, 1182, 1201, 1222, 1227, 1313, 1358 AND 1475 SUCH AMENDMENTS TO APPLY TO PROPERTY GENERALLY DESCRIBED AS LAND IN THE HORIZONS SOCCER DEVELOPMENT AND SHALL BE KNOWN AS THE HORIZONS SOCCER PLANNED DEVELOPMENT DISTRICT.** Point of Contact: Community Development Director Mike Duffy.
2. **Public Hearing:** Public hearing to consider approval of the Plan for an Industrial Development Project and Cost-Benefit Analysis for a Soccer Complex Project, in the City of Riverside, Missouri.
 - A) First Reading: Bill No. 2021-044: **AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR A SOCCER COMPLEX; AUTHORIZING THE CITY TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE AGGREGATE MAXIMUM PRINCIPAL AMOUNT OF \$23,600,000 FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF THE FIRST PHASE; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.** Point of Contact: Community Development Director Mike Duffy & Finance Director Nate Blum.
3. **R-2021-108: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2021-2022 WEEKS ENDING SEPTEMBER 24TH AND OCTOBER 1ST IN THE AMOUNT OF \$249,641.48.** Point of Contact: Finance Director Nate Blum.
4. **R-2021-109: A RESOLUTION APPROVING AN ESCROW AGREEMENT RELATED TO THE STREETS IN SKYLINE TOWNHOMES.** Point of Contact: Community Development Director Mike Duffy.
5. **Communication from City Administrator**
 - a) **Department Reports**
 - i. Community Development
 - ii. Engineering
 - iii. Finance
 - iv. Fire
 - v. Police
 - vi. Public Works
 - vii. Levee Board Report

6. **Communication from Mayor**

7. **Communication from Board of Aldermen**

8. **Motion to Adjourn.**



ATTEST:

A handwritten signature in blue ink, which appears to read "Robin Kincaid", is written over a horizontal line.

Robin Kincaid, City Clerk
Posted 10.01.2021 at 3:00 p.m.

A large, stylized handwritten signature in blue ink is written over a horizontal line. The signature is highly cursive and appears to be "B. E. Koral".

Brian E. Koral, City Administrator



Upstream from ordinary.
2021 Fire Prevention Week Proclamation

WHEREAS, the City of Riverside Missouri, is committed to ensuring the safety and security of all those living in and visiting our state; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,770 people in the United States in 2019, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 339,500 home fires; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, City of Riverside Missouri, residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

WHEREAS, City of Riverside Missouri, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, City of Riverside Missouri, residents will make sure their smoke and CO alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, City of Riverside Missouri, first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and


WHEREAS, City of Riverside Missouri, residents are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2021 Fire Prevention Week theme, "Learn the Sounds of Fire Safety," effectively serves to remind us it is important to learn the different sounds of smoke and carbon monoxide alarms.

THEREFORE, I Kathy Rose Mayor of City of Riverside Missouri, do hereby proclaim October 3–9, 2021, as **Fire Prevention Week** throughout this City, and I urge all the people of Riverside Missouri to "Learn the Sounds of Fire Safety" and to support the many public safety activities and efforts of City of Riverside Missouri, fire, and emergency services.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of the City of Riverside to be affixed this 21st day of September 2021.




Kathleen L. Rose, Mayor

MINUTES
REGULAR MEETING
BOARD OF ALDERMEN
RIVERSIDE, MISSOURI

Tuesday, September 21, 2021
6:00 p.m.

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, September 21, 2021.

Mayor Rose called the meeting to order at 6:10 p.m. Those in attendance were, Mayor Kathy Rose, Aldermen Jill Beck, Mike Fuller, Dawn Cockrell, Robert Milner, and Nathan Cretsinger. Alderman Sal LoPorto was absent.

Also present were City Administrator Brian Koral, City Clerk Robin Kincaid, Community Development Director Mike Duffy, HR Manager Amy Strough, Fire Chief Gordon Fowlston, and City Engineer Travis Hoover. City Attorney Paul Campo was present.

**MOTION TO ENTER INTO
CLOSED @ 6:10 P.M.**

Alderman Beck moved to enter 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, RSMo 610.021(3) Hiring, firing, disciplining, or promoting a particular employee, when personal information about the employee is discussed, and RSMo 610.021 (13) Individually identifiable personnel records, performance ratings or records pertaining to employee or applicant for employment, second by Alderman Cockrell.

Yes: Beck, Cockrell, Milner, Fuller, and Cretsinger.

Motion carried 5-0.

**MOTION TO ADJOURN
CLOSED @ 7:04 P.M.**

Alderman Cretsinger moved at 7:04 p.m. to adjourn closed session with action taken, second by Alderman Milner.

Yes: Cretsinger, Milner, Fuller, Beck, and Cockrell.

Motion carried 5-0.

REGULAR SESSION

Mayor Kathy Rose called the Regular Session Meeting to order at 7:07 p.m.

Those in attendance were Mayor Kathy Rose, Aldermen Mike Fuller, Dawn Cockrell, Jill Beck, Rob Milner, and Nathan Cretsinger.

Alderman Sal LoPorto was absent.

Also present were City Administrator Brian Koral, Community Development Director Mike Duffy, Finance Director Nate Blum, City Clerk Robin Kincaid, Public Works Director Tom Wooddell, City Engineer Travis Hoover, Police Chief Chris Skinrood, Fire Chief Gordon Fowlston, Human Resources Manager Amy Strough, and IT Manager Jason Ketter. City Attorney Paul Campo was also present.

PLEDGE OF ALLEGIANCE	Mayor Rose led the Pledge of Allegiance.
PUBLIC COMMENT	None.
PROCLAMATION	Mayor Rose read the proclamation for the 2021 Shen Yun Performing Arts, Barbara Gay with the Fulan Dafa Association of Kansas City, Missouri was present to accept the proclamation.
CONSENT AGENDA	Alderman Beck moved to approve the consent agenda as presented, second by Alderman Cretsinger. Yes: Beck, Cretsinger, Cockrell, Fuller, and Milner. Motion carried 5-0.
MINUTES OF 09-07-21	Alderman Beck moved to approve the minutes of the September 7, 2021, meeting, second by Alderman Cretsinger. Yes: Beck, Cretsinger, Cockrell, Fuller, and Milner. Motion carried 5-0.
MINUTES OF 09-14-21	Alderman Beck moved to approve the minutes of the September 14, 2021, meeting, second by Alderman Cretsinger. Yes: Beck, Cretsinger, Cockrell, Fuller, and Milner. Motion carried 5-0.
MINUTES OF 09-17-21	Alderman Beck moved to approve the minutes of the September 17, 2021, meeting, second by Alderman Cretsinger. Yes: Beck, Cretsinger, Cockrell, Fuller, and Milner. Motion carried 5-0.
COURT REPORT	Alderman Beck moved to approve the court report for the month of August 2021, second by Alderman Cretsinger. Yes: Beck, Cretsinger, Cockrell, Fuller, and Milner. Motion carried 5-0.
RESOLUTION 2021-106 Purchase Mobile Radios	Alderman Beck moved to approve Resolution 2021-106 authorizing the purchase of three Motorola APX4500 Mobile Radios for the Fire Department from Commenco in an amount not to exceed \$10,032.87, second by Alderman Cretsinger. Yes: Beck, Cretsinger, Cockrell, Fuller, and Milner. Motion carried 5-0.
RESOLUTION 2021-107 Kenton Brothers CO 1	Alderman Beck moved to approve Resolution 2021-107 approving change order No. 1 with Kenton Brothers Locksmiths, Incorporated regarding the City Complex Video and Access Control Project, second by Alderman Cretsinger. Yes: Beck, Cretsinger, Cockrell, Fuller, and Milner. Motion carried 5-0.

REGULAR AGENDA

BILL NO. 2021-041

Police Hire Plattner

City Clerk Robin Kincaid gave first reading of Bill No. 2021-041. Alderman Cretsinger moved to place Bill 2021-041 on second and final reading, second by Alderman Milner.

Yes: Cretsinger, Milner, Cockrell, Beck, and Fuller.

Motion carried 5-0.

City Clerk Kincaid gave second reading of Bill No. 2021-041.

Alderman Milner moved to approve Bill 2021-041 and enact said bill as ordinance, second by Alderman Cockrell.

Yes: Milner, Cockrell, Beck, Cretsinger, and Fuller.

Motion carried 5-0.

BILL NO. 2021-042

Community Center Hire Silvio

City Clerk Robin Kincaid gave first reading of Bill No. 2021-042.

Alderman Cretsinger moved to accept first reading and place Bill 2021-042 on second and final reading, second by Alderman Beck.

Yes: Cretsinger, Beck, Milner, Fuller, and Cockrell.

Motion carried 5-0.

City Clerk Kincaid gave second reading of Bill No. 2021-042.

Alderman Milner moved to approve Bill 2021-042 and enact said bill as ordinance, second by Alderman Beck.

Yes: Milner, Beck, Fuller, Cretsinger, and Cockrell.

Motion carried 5-0.

RESOLUTION 2021-105

Bill Pay

Alderman Cretsinger moved to approve Resolution 2021-105 authorizing the expenditure of funds for fiscal year 2021-2022, for weeks ending September 10th and September 17th in the amount of \$224,669.29, second by Alderman Cockrell.

Yes: Cretsinger, Cockrell, Fuller, and Milner.

No: none

Abstain: Beck.

Motion carried 4-0-1.

CITY ADMINISTRATOR

City Administrator Brian Koral shared MML's annual conference begins Monday, September 27th in St. Louis for three days. The City closed on a twelve-acre sale of property Friday, September 17th to Kansas City's International Women's Soccer Team. We have received a lot of positive feedback on social media platforms. The Mayor has attended two luncheons recently that were discussing youth sports and sports in the metro, so very timely with our announcement here in Riverside. An Upstream from Ordinary story came to us as an email regarding our Animal Control Officer Shane Moore helping Platte County Sheriff's Department by subduing an aggressive dog with a dart gun, to control the situation without utilizing firearms inside Camden Point city limits. They were very appreciative of Shane's assistance.

COMMUNITY DEVELOPMENT Nothing to report.

ENGINEERING

Nothing to report.

FINANCE	<p>Finance Director Nate Blum reviewed by PowerPoint presentation with the August financial status with 17% of the year passed. There will be courtesy letters being mailed to all businesses about the October 1, 2021, sales tax change with the Public Safety sales tax going into effect. The Use Tax Notice in the paper was a statutory requirement for the Wayfair tax for online purchases.</p>
FIRE	<p>Fire Chief Gordon Fowlston reviewed the Fire Department monthly reports. He also announced the annual open house on October 9th from 10:00 a.m. to 3:00 p.m.</p>
POLICE	<p>Police Chief Chris Skinrood discussed the monthly report that was in the packet. He mentioned the TikTok issue within the Park Hill School has been a concern.</p>
PUBLIC WORKS	<p>Nothing to report.</p>
LEVEE BOARD	<p>Nothing to report.</p>
MAYOR'S DISCUSSION	<p>Mayor Kathy Rose thanked everyone for their help making the homecoming parade for PHS a success. The other aldermen that were in the parade with me, made it great fun and it brought a lot of people together, it was a wonderful event. I met with Tom Jacobs from MARC, he will meet with us at the October 19th meeting to present a Climate Action Plan to share many ideas and actions for our community. Mike Duffy, Rob Milner, and I attended the NRCC luncheon today, it was very informative. Kathy Nelson, President and CEO of the Kansas City Sports Commission was the speaker. She shared very interesting points of the 2023 NFL Draft, KC's bid to host the 2026 World Cup, and was very excited about the news of the KC NWSL training facility in Riverside to be a part of the plan to be submitted for the bid.</p>
BOARD OF ALDERMEN	<p>Alderman Fuller – Nothing to report.</p> <p>Alderman Beck – I want to thank staff for all their work on the soccer project, congratulations, it is a great accomplishment and so exciting. Boos and Barks in the Park is October 2nd, 3-5 p.m. bring your dogs, I am a judge for the event and it will be so much fun!</p> <p>Alderman Cretsinger – Having a part in the parade was a delight and so much fun.</p> <p>Alderman Milner – I really enjoyed the parade as well and it was nice to get to know Alderman Cretsinger better. The NRCC meeting and luncheon was greatly enjoyed today, I learned a lot. I do want to share, that my heart has been heavy, as an African American man here in Riverside, with what has been going on at the high school and some of the racist actions and statements that</p>

have been made. I think it's important that we try to do what we can to educate one another and make sure it is a safe place for all. If you don't know what is going on I encourage you to look into it and I could share with you what has been going on. It has definitely alarmed me and it is going on in our city. It is something we should be having discussions on.

Alderman Cockrell – Asked when I-29 would be opening up?
Response was November 16th and maybe earlier.

MOTION TO ADJOURN

Alderman Beck moved to adjourn the meeting at 7:43 p.m.,
second by Alderman Cockrell.
Yes: Beck, Cockrell, Milner, Fuller, and Cretsinger.
Motions carried 5-0.

Robin Kincaid, City Clerk

General Information

Applicant: City of Riverside

Location: Horizons Soccer

Application: Rezoning - Amendment to the regulations associated with the Planned Development

Existing Land Use: Undeveloped/Office

Proposed Land Use: Recreation, Office, Retail, Mixed Use

Procedure: The procedure for a rezoning requires a public hearing before the Planning Commission after at least 15 days notice has been given in a newspaper of general circulation and mailings to property owners within 185 feet of the proposed project. The public notification requirements have been fulfilled for this application.

Analysis: In 2007 the property was rezoned from GP-I to PD, however no PD regulations were adopted at that time. It was stated that each development would be looked at on a case by case basis for conformance with the approved Comprehensive Plan. The utilization of PD regulations was specifically put in place so that the Planning Commission and Board of Aldermen would have the ability to review development plans for each property within the Horizons area to ensure that it meets the Comprehensive Plan approved by the City.

A new development has been approved unlike anything we have in the City and required a special set of PD regulations to govern their development. Staff has worked to keep the overall feel of the development intact while making new provisions for this development.

Recommendation: Staff recommends approval of the request to rezone property by adopting specific PD regulations as it is conformance with the Comprehensive Plan

Attachments:

- Location Map
- Proposed Regulations.

AN ORDINANCE AUTHORIZING AND ADOPTING AMENDMENTS TO THE PLANNED DEVELOPMENT DISTRICTS ADOPTED BY ORDINANCES 2007-108, 2007-135, 1182, 1201, 1222, 1227, 1313, 1358 AND 1475 SUCH AMENDMENTS TO APPLY TO PROPERTY GENERALLY DESCRIBED AS LAND IN THE HORIZONS SOCCER DEVELOPMENT AND SHALL BE KNOWN AS THE HORIZONS SOCCER PLANNED DEVELOPMENT DISTRICT.

WHEREAS, the property described in Exhibit A attached hereto was rezoned as a part of multiple developments from “GP-I – General Planned Industrial District” to “PD – Planned Development District” and planned development standards governing development of these properties were adopted at that time, all as set forth in Ordinances 2007-108, 2007-135, 1182, 1201, 1222, 1227, 1313, 1358, and 1475; and

WHEREAS, Application PC21-06 submitted by the City of Riverside (“Applicant”) requesting amendments to the approved “PD Planned Development District” regulations on land legally described in Exhibit “A” attached hereto (the “Property”) was referred to the Planning Commission to hold a public hearing; and

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing on September 23, 2021, wherein it considered and reviewed the request of the Applicant and rendered a report to the Board of Aldermen recommending that the amendments to the planned district development standards be approved; and

WHEREAS, after due public notice in the manner prescribed by law, the Board of Aldermen of the City of Riverside, Missouri at its regular meeting on October 5, 2021 held a public hearing regarding the request for amendments to the planned district development; and

WHEREAS, the Board of Aldermen, after considering the evidence presented during such public hearings, has determined adoption and approval of the planned district development standards to be in the City’s best interest and to promote the public health, safety and welfare;

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

Section 1 – Approval Of Zoning Amendment. The Board of Aldermen approve the planned development amendment set forth in Exhibit B attached hereto for the Horizons Soccer Development, legally described in Exhibit A attached hereto. Such planned development amendment shall be known as the Horizons Soccer Planned Development District (Horizons Soccer PD). All development occurring on the Horizons Soccer Site shall adhere to the standards described in Exhibit B along with all other provisions set forth in the City Code and Unified Development Ordinance of the City of Riverside. Approval of the Horizons Soccer PD does not relieve the applicant from following all other applicable codes and laws of the City of Riverside or other governmental agency, nor does it relieve the applicant from submitting necessary site plans or applying for all necessary building permits, electrical permits, sign permits, or occupation licenses required by City Code. The standards set forth in the Horizons Soccer PD shall have precedence where such conditions are more restrictive than those set forth in City Code.

Section 2 – Failure To Comply. That failure to comply with any of the conditions or provisions contained in this ordinance shall constitute a violation of both this ordinance and the City’s Unified Development Ordinance in addition to other penalties which may be contained in the City Code.

Section 3 – 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 4 – Effective Date. This ordinance shall be in full force and effect from and after the date of 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 5th day of October 2021.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

Exhibit A

Legal Description

Lot 14 Riverside Horizons East First Plat
Lot 15 Riverside Horizons East First Plat
Lot 16 Riverside Horizons East First Plat
Tract D Riverside Horizons East First Plat
Tract E Riverside Horizons East First Plat
Lot 2 Horizons Office One

Exhibit B

Horizons Soccer “PD” Regulations

A. Building Lines. There shall be no minimum front and rear setback requirements for the Planned Development. Building separation shall be a minimum of twenty (20) feet and separation of buildings will be required to meet minimum separation standards governed by the adopted building code of the City. Building setbacks shall be set by final development plan and where applicable final plat.

B. Building Materials and Construction. All buildings and other structures within the Riverside Soccer Complex Development shall be constructed of attractive exterior sides of high-quality materials including masonry, concrete, glass, and metal (when used as an architectural design element and does not exceed 65% of the total building material). Prefabricated metal buildings are prohibited. Exterior mechanical or electrical equipment, including, but not limited to, HVAC equipment shall be so placed or screened that the predominant design lines of the building or structure continue without visual distraction or interruption. If the function of the building or structure dictates placement of such equipment in such a manner or location that the building exterior walls themselves are unable to screen the equipment from view of adjacent existing or proposed streets or highways, they must be separately screened using materials compatible with the approved building materials with use of an appropriately designed parapet wall and the height of such screening shall be equal to the height of the equipment to be screened; or with acceptable landscaping. Accessory buildings, enclosures, appurtenant structures to, or extrusions from, any building or structure shall be of similar or compatible materials, design, and construction.

C. Building Material Colors. Exact color palette and materials will be approved by final development plan.

D. Parking. Adequate off-street parking shall be the responsibility of the property owners. All necessary parking facilities shall be provided for entirely on private property. Parking ratios will be provided in the development plan and will be reviewed and approved by the City. Parking on private or public streets within the subject property is expressly prohibited. All parking areas, drives, and access shall be paved with an impervious surface equal to asphalt or concrete and maintained in a well-kept condition. Each parking space provided shall be designated by lines painted on the paved surfaces and shall be adequate in area, generally spaces will be sized nine feet wide by eighteen feet long (9' x 18') when a curb abuts and nine feet wide by twenty feet long (9' by 20') when not abutting a curb.

E. Off-Street Loading. Provision for handling all truck service must be totally within the building site. Docks and loading areas shall be screened in accordance with the landscape provisions described in the PD regulations. All loading areas shall be paved with an impervious surface equal to asphalt or concrete. All side and rear loading service areas shall be properly screened from view from all existing or proposed streets, roads, or highways by walls, earth berms, and/or plant material.

F. Outdoor Storage. Although the outdoor storage of materials and equipment is not preferred, the City recognizes the need arises from time to time. Considering this, the outdoor storage of materials and equipment may be permitted with the request of a special use permit. When reviewing the request, the following shall be taken into consideration.

- Distance from Horizons Parkway and I-635 - the farther away the more likely it is the request will be approved.
- Visibility – the lower the visibility the more likely it is the request will be approved.

G. Waste Receptacles and Enclosures / Waste Removal. Waste receptacles shall be located behind or on the sides of buildings such that they are not readily visible from public rights-of-way and shall be properly screened within an approved trash enclosure.

Each owner and tenant shall keep its premises, buildings and improvements and appurtenances in a safe, sightly, clean, neat, and wholesome condition, and shall comply in all respects with all governmental, health and police requirements. Each owner and tenant shall remove, at its own expense, any rubbish or trash of any character which may accumulate on its property and shall keep unlandscaped and landscaped areas neat and well-maintained. Rubbish and trash shall not be disposed of on the premises by burning in open fires or incinerators. All rubbish and trash containers shall be properly screened by an appropriate enclosure.

H. Permanent Complex Signage. No sign shall be erected, placed, or otherwise installed upon a Building Site or affixed to a Building, structure, or other improvement erected on a Building Site until the plans for such sign have been approved by the City.

1. Complex Monument Signs. Complex Monument Signs shall be utilized to identify the development as whole and not individual businesses. Three Complex Monument Signs shall be permitted, each with a maximum sign face of two-hundred fifty (250) sq. ft. Complex Monument Signs are allowable in the public right-of-way.
2. Complex Directional Signs. Complex Directional Signs shall be utilized to identify soccer fields, buildings, address, name of business, and in appropriate cases logos of the company occupying. There is no limit to the number of Complex Directional Sign. Each sign is limited to a maximum sign face of twenty (20) sq.ft.
3. Soccer Signs. Headquarter building signage shall not exceed twenty-five percent (25%) of the façade wall the sign is displayed on. The maximum letter height shall not exceed ten (10) feet in height and shall not exceed one-thousand two hundred (1,200) square feet.

The soccer complex shall be allowed a maximum of two (2) electronic message signs. These signs shall not exceed ten (10) feet by twenty (20) feet and will be permitted to be double sided. Signs shall have a maximum height of 64 feet.

Due to the unique nature and operational characteristics of a commercial sporting complex the City recognizes the need may arise for additional signage for soccer fields and sponsors. Additional signage may be added after obtaining a sign permit from the City.

4. Building Façade Signs. Building Façade Signs shall be attached to the building to identify individual businesses and shall be approved as a component of the Final Development Plan. Each building may have a maximum of two (2) building façade signs. The total maximum sign face per building shall be eighty (80) square feet, with no sign being larger than fifty (50) square feet. For signs with one line of copy, the maximum letter height shall be sixty (60) inches per letter. For signs with two lines of copy, the maximum letter height shall be forty-eight (48) inches per letter.
 5. Building Monument Signs. Building Monument signs shall be located on the premises and be at least three (3) feet from the street right-of-way. The total area of the sign, including the sign face, base, and supporting or decorative elements, shall not exceed sixty-four (64) square feet with a maximum height of ten (10) feet above the average grade.
 6. For Sale or Lease Signs. A temporary wood, metal, or plastic sign may be erected on a developed building site to offer the property for sale or lease. One (1) sign is permitted per property and shall not exceed a maximum area of sixty-four (64) square feet. Signs must be removed within ten (10) days of closing on the property or of signing a lease.
 7. Temporary Signs. Paper signs, stickers, transfers, signs printed or affixed to, or visible through the windows, doors, or exterior walls of a building or other signs of a temporary character or purpose, regardless of the composition of the sign or the materials used therefore, are expressly prohibited. Attention-attracting devices including, but not limited to, banners, pennants, streamers, wind-operated mechanisms, inflatable devices, flashing lights, beacon lights, strobe lights, and mobile signs are not permitted. Special event banners are allowed in accordance to the City's special event banner policy.
- I. Landscaping. All open areas on any building site not occupied by buildings, storage, parking, access roads and loading shall be suitably graded with a slope not to exceed 3:1 to allow for mowing, and drainage and shall be maintained in lawn, trees, and/or shrubs, including lawn irrigation in all such areas. It is the intent of these regulations to provide a park-like setting for the buildings, as well as to screen objectionable areas.

Building Site (Pervious Area): Building site shall include a minimum of one (1) two and one-half (2-½) inch caliper deciduous or evergreen tree (8' in height) for each two thousand five hundred (2,500) square feet of pervious / green space area, to be planted in side yard, front yard or rear of building at common area. Substitutions are allowed for Pervious area calculation only based upon the following: 1 Shade Tree (2-1/2" cal.) or Evergreen Tree (8' ht) = 20 shrubs 3' in height or 2 ornamental trees 6' in height

Building Frontage at Street: 1 Shade Tree (2-1/2" cal.) or Evergreen Tree (8' ht) for every 40 feet of street frontage to be planted along the street right-of-way.

Common Area side or Building Rear: 1 Shade Tree (2-1/2" cal.) or Evergreen Tree (8' ht) for every 40 feet of frontage on common area such as, lakes and canals.

Parking Lots: Landscaped islands should be added at the ends of all parking rows and should be bermed and planted with either sod or landscaping.

- 1 Shade Tree (2-1/2" cal.) or Evergreen Tree (8' ht) for every 200 square foot of parking lot islands.
- Fifty percent (50%) of the parking lot should be screened from view with shrubs 3' in height.

Building Foundation: Forty percent 40% of the building foundation should be landscape with ground covers, shrubs, and ornamental trees.

The landscape development, having been installed, shall be maintained by Owner in a neat and adequate manner, which shall include the mowing of lawns, trimming of hedges, other such maintenance and watering including the installation of lawn irrigation on all sites. The landscaping shall be implemented and completed within six (6) months after certificate of occupancy of the building has been issued.

J. Exterior Lighting. Lighting of buildings and public areas, such as parking, plazas, landscaping, fountains, sculptures, and walkways is required. All site lighting will be accomplished by using concealed source fixtures with a minimum average illumination in accordance with the requirements of the City of Riverside, Missouri. All exterior lighting will be LED in color and constant in nature, specifically excluding traveling, flashing or intermittent illumination of any kind and must be so arranged or shielded as to avoid glare or reflection onto any adjacent existing or proposed streets, highways, ponds or building sites. Pole mounted fixtures for parking lots will have a maximum pole height of thirty-two (32) feet, including the base. Pole mounted fixtures for athletic fields shall meet lighting design specifications and shall be included in the final development plan.

K. Underground Utilities, Pipes, Etc. No pipe, conduit, cable, line or the like for water, gas, sewage, drainage, steam, electricity, or any other energy or service shall be installed or maintained upon any building site (outside of any building) above the surface of the ground.

L. Fencing. All fencing on any building site shall be compatible with the building materials used in the construction of the major structure on said building site. Chain link fencing shall be finished with a black powder coat in the Planned Development. Barbed/razor wire is prohibited.

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR A SOCCER COMPLEX; AUTHORIZING THE CITY TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE AGGREGATE MAXIMUM PRINCIPAL AMOUNT OF \$23,600,000 FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF THE FIRST PHASE; 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 September 15, 2021 (the "Plan") for a soccer complex project consisting of the purchasing, designing, constructing and installing of a professional soccer team training facility and corporate offices of approximately 18,000 square feet, including three soccer fields, bleachers, parking, and infrastructure, and a youth soccer complex, including approximately ten soccer fields and related improvements, including concessions, restrooms, parking and associated infrastructure (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 first phase 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; FINDING OF COMMERCIAL FACILITY. The Board of Aldermen hereby finds and determine that (1) the Project will promote the economic welfare and the development of the City, and the issuance of

the bonds by the City to pay costs of the Project will be in furtherance of the public purposes set forth in the Act, and (2) the Project constitutes a commercial facility under 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 3 - AUTHORIZATION OF THE BONDS. The City is hereby authorized to issue and sell its Taxable Industrial Revenue Bonds (Soccer Complex Project - Phase 1), in an aggregate maximum principal amount of not to exceed \$23,600,000 (the “Bonds”), for the purpose of providing funds to pay a portion of the costs of the Project and to pay 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 4 - LIMITATION ON LIABILITY. The Bonds and the interest thereon shall be limited and special revenue obligations of the City payable solely out of the payments, rents, revenues and receipts derived by the City from the herein authorized Lease Agreement and not from any other fund or source of the City. Such payments, rents, revenues and receipts shall be pledged and assigned to the bond trustee named in the Indenture (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 5 - 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 KC WFC Training, LLC, or its assignee or designee (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 6. 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 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 7 - 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 8 - 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 9 - CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 10 - 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 5th day of October 2021.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

EXHIBIT A

PLAN FOR INDUSTRIAL DEVELOPMENT

\$23,600,000
AGGREGATE MAXIMUM PRINCIPAL AMOUNT

CITY OF RIVERSIDE, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(SOCCER COMPLEX PROJECT - PHASE 1)
SERIES 2021

Dated October 1, 2021

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 (the “Agreement”), KC WFC Training, LLC, a Kansas limited liability company (the “**Purchaser**”) offers to purchase from the City of Riverside, Missouri (the “**Issuer**”), the above-referenced Taxable Industrial Revenue Bonds, dated as provided in the Indenture (hereinafter defined), in the maximum aggregate principal amount of \$23,600,000 (the “**Bond**”), to be issued by the Issuer, under and pursuant to an ordinance adopted by the governing body of the Issuer on October 5, 2021 (the “**Ordinance**”) and a Trust Indenture dated as of October 1, 2021 (the “**Indenture**”), by and between the Issuer and UMB Bank, N.A., a national banking association authorized to accept and execute trusts of the character herein set forth under the laws of the State of Missouri, with a corporate trust office located in Kansas City, Missouri, 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 October 1, 2021 (the “**Lease Agreement**”), by and between the Issuer and KC WFC Training, LLC, a Kansas limited liability company (the “**Tenant**”), 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 \$23,600,000.

As used herein, the term “**Closing Date**” shall mean the date mutually agreed upon by the Issuer and the Purchaser and reflected in the closing certificates executed in connection with the issuance of the Bond; 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 \$23,600,000; 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 Tenant 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 Tenant 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 Tenant, the Indemnified Parties shall promptly notify the Tenant in writing and the Tenant 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 Tenant. The Tenant 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 Tenant or if there be a final judgment for the plaintiff in any such action against the Tenant or any of the Indemnified Parties, with or without the consent of the Tenant, the Tenant 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 Tenant.

(c) Receipt by the Purchaser and the Tenant of an approving opinion from Gilmore & Bell, P.C., in form and substance satisfactory to the Purchaser and the Tenant.

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 Tenant 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 Tenant 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 the notice address set out in the Indenture.

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 is left intentionally blank]

Very truly yours,

PURCHASER:

KC WFC TRAINING, LLC,
a Kansas limited liability company,

By: _____

Name: Angie K. Long

Title: Authorized Signatory

Accepted and Agreed to as of the Closing Date.

TENANT:

KC WFC TRAINING, LLC,
a Kansas limited liability company,

By: _____

Name: Angie K. Long

Title: Authorized Signatory

Accepted and Agreed as of the Closing Date.

ISSUER:

CITY OF RIVERSIDE, MISSOURI

By: _____
Mayor

(Seal)

ATTEST:

By: _____
City Clerk

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

AND

**KC WFC TRAINING, LLC,
As Lessee**

LEASE AGREEMENT

Dated as of October 1, 2021

Relating to:

**\$23,600,000
(Aggregate Maximum Principal Amount)
City of Riverside, Missouri
Taxable Industrial Revenue Bonds
(Soccer Complex Project - Phase 1)
Series 2021**

The interest of the City of Riverside, Missouri (the “Issuer”), in this Lease Agreement has been pledged and assigned to UMB Bank, N.A., as Trustee under the Trust Indenture dated as of October 1, 2021, between the Issuer and the Trustee.

LEASE AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
Parties	1
Recitals	1

ARTICLE I

DEFINITIONS

Section 1.1.	Definitions of Words and Terms.	1
Section 1.2.	Rules of Interpretation	3

ARTICLE II

REPRESENTATIONS

Section 2.1.	Representations by the Issuer.	4
Section 2.2.	Representations by the Tenant.	4

ARTICLE III

GRANTING PROVISIONS

Section 3.1.	Granting of Leasehold Estate	5
Section 3.2.	Lease Term	5
Section 3.3.	Possession and Use of the Project.	5

ARTICLE IV

PURCHASE, CONSTRUCTION, INSTALLATION AND IMPROVEMENT OF THE PROJECT

Section 4.1.	Issuance of the Bonds.	6
Section 4.2.	Purchase, Construction, Installation and Improvement of the Project	6
Section 4.3.	Project Costs	7
Section 4.4.	Payment for Project Costs.	7
Section 4.5.	Establishment of Completion Date.....	8
Section 4.6.	Surplus or Deficiency in Project Fund	8
Section 4.7.	Project Property of the Issuer.....	8
Section 4.8.	Machinery and Equipment Purchased by the Tenant.....	9
Section 4.9.	Sales Tax Exemption	9

ARTICLE V

RENT PROVISIONS

Section 5.1.	Basic Rent.....	9
Section 5.2.	Additional Rent	9
Section 5.3.	Obligations of Tenant Absolute and Unconditional.....	10
Section 5.4.	Prepayment of Basic Rent	10
Section 5.5.	Redemption of Bonds	10

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1.	Maintenance and Repairs.....	11
Section 6.2.	Taxes, Assessments and Other Governmental Charges.	11
Section 6.3.	Utilities	11

ARTICLE VII

INSURANCE

Section 7.1.	Title Insurance	12
Section 7.2.	Casualty Insurance.....	12
Section 7.3.	Public Liability Insurance.....	13
Section 7.4.	Blanket Insurance Policies.....	13
Section 7.5.	Indemnification of Trustee.....	13

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1.	Additions, Modifications and Improvements of the Project.....	13
Section 8.2.	Removal of Equipment.....	14
Section 8.3.	Additional Improvements on the Project Site.....	15
Section 8.4.	Permits and Authorizations.....	15
Section 8.5.	Mechanics' Liens.....	15
Section 8.6.	Option to Purchase Unimproved Portions of the Project Site.	16

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1.	Damage or Destruction.....	17
Section 9.2.	Condemnation.....	19
Section 9.3.	Bondowner Approval	20

ARTICLE X

SPECIAL COVENANTS

Section 10.1.	No Warranty of Condition or Suitability by the Issuer; Exculpation and Indemnification.....	20
Section 10.2.	Surrender of Possession.....	20
Section 10.3.	Issuer's Right of Access to the Project	20
Section 10.4.	Granting of Easements; Mortgage.....	21
Section 10.5.	Indemnification of Issuer and Trustee	23
Section 10.6.	Depreciation, Investment Tax Credit and Other Tax Benefits.	23
Section 10.7.	Tenant to Maintain its Corporate Existence.....	24
Section 10.8.	Security Interests	24

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1.	Option to Purchase the Project	24
Section 11.2.	Conveyance of the Project.....	25
Section 11.3.	Relative Position of Option and Indenture	25
Section 11.4.	Obligation to Purchase the Project.	25

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1.	Events of Default.....	26
Section 12.2.	Remedies on Default	26
Section 12.3.	Survival of Obligations.....	27
Section 12.4.	Limitation of Liability and Indemnity	27
Section 12.5.	Performance of the Tenant's Obligations by the Issuer	27
Section 12.6.	Rights and Remedies Cumulative.....	27
Section 12.7.	Waiver of Breach	28
Section 12.8.	Notice of Defaults Under Section 12.1; Opportunity of Tenant to Cure Defaults.....	28
Section 12.9.	Trustee's Exercise of the Issuer's Remedies	28

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1.	Assignment; Sublease.....	28
Section 13.2.	Assignment of Revenues by Issuer.....	30
Section 13.3.	Prohibition Against Fee Mortgage of Project.	30
Section 13.4.	Restrictions on Sale or Encumbrance of Project by Issuer.	30

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1.	Amendments, Changes and Modifications.....	30
---------------	--	----

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1.	Notices.....	30
Section 15.2.	Issuer Shall Not Unreasonably Withhold Consents and Approvals.....	31
Section 15.3.	Net Lease	31
Section 15.4.	No Pecuniary Liability.....	31
Section 15.5.	Governing Law	32
Section 15.6.	Binding Effect.....	32
Section 15.7.	Severability.....	32
Section 15.8.	Execution in Counterparts	32
Section 15.9.	Electronic Storage	32
Section 15.10.	Satisfaction of Tenant's Obligations.....	32

Signatures and Seals	S-1
----------------------------	-----

- Exhibit A - Project Site
- Exhibit B - Project Improvements
- Exhibit C - Form of Requisition Certificate

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of October 1, 2021 (the “**Lease**”), 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**”), as lessor, and **KC WFC TRAINING, LLC**, a Kansas limited liability company (the “**Tenant**”), 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, office industries, 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 an ordinance (the “**Ordinance**”) on October 5, 2021, authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (Soccer Complex Project - Phase 1), Series 2021, in the aggregate maximum principal amount of \$23,600,000 (the “**Bonds**”), for the purpose of acquiring, constructing, installing and improving a professional team training facility and corporate offices of approximately 18,000 square feet, with three soccer fields, bleachers, parking, and infrastructure, and the first phase of a youth soccer park, including four soccer fields, concessions, restrooms, parking and associated infrastructure (the “**Project**”), and authorizing the Issuer to lease the Project to the Tenant;

WHEREAS, pursuant to the Ordinance, the Issuer is authorized to enter into a Trust Indenture of even date herewith (the “**Indenture**”), with UMB Bank, N.A. (the “**Trustee**”), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Tenant under which the Issuer will acquire, purchase, construct, and improve the Project and will lease the Project to the Tenant in consideration of rental payments by the Tenant 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 Tenant and the Tenant 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 receipt and sufficiency of which are hereby acknowledged, the Issuer and the Tenant 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 October 1, 2021, 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 Tenant, 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.

“Lease Term” means the period from the effective date of this Lease until the Lease Termination Date unless terminated earlier as set forth herein.

“Lease Termination Date” means **December 1, 2023**.

“Lender” means any financial institution or lender providing financing to Tenant and its successors or assigns secured by a Mortgage from Tenant to Lender with respect to the Project.

“Mortgage” means any mortgage or deed of trust (together with all related loan and security documents and security agreements) relating to the Project granted by the Tenant to secure a loan to the Tenant, which constitute a lien on a portion or all of the Project.

“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 Mortgage, and (g) any other lien, encumbrance, lease, easements, restrictions or covenants consented to by the Owner of 100% of the principal amount of the Bonds (which shall be deemed to include any such items as are described in a title report, commitment or policy included in the transcript of proceedings for the Bonds).

“Plans and Specifications” means the plans and specifications prepared for and showing the Project, as amended by the Tenant from time to time prior to the Completion Date, the same being duly certified by the Tenant, and on file at the principal office of the Tenant 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, or improved 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 UMB Bank, N.A., a national banking association duly organized and validly existing under the laws of the United States of America and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Missouri, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under 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.

(f) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

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 proposes to acquire the Project Site, subject to Permitted Encumbrances, and proposes to acquire, purchase, construct, and improve or cause to be acquired, purchased, constructed, and improved on the Project Site the Project Improvements. The Issuer proposes to lease the Project to the Tenant and sell the Project to the Tenant if the Tenant 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, and improving 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 Tenant 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, construction, and improvement of the Project and the leasing of the Project by the Issuer to the Tenant 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 Tenant or in the transactions contemplated hereby.

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

(a) The Tenant is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Kansas and is duly authorized to do business in and is in good standing under the laws of the State of Missouri.

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

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Tenant 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 Tenant is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the Tenant 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 Tenant under the terms of any instrument or agreement to which the Tenant is a party.

(d) The Project will comply in all material respects 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.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The Issuer hereby rents, leases and lets the Project to the Tenant, subject to Permitted Encumbrances, and the Tenant 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, unless terminated earlier as set forth herein.

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 Tenant 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 Tenant from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Tenant, cooperate with the Tenant in order that the Tenant may

have quiet and peaceable possession and enjoyment of the Project and will defend the Tenant's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Tenant shall have the right to use the Project for any purpose allowed by law and contemplated by the Act. The Tenant 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 Tenant 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 Tenant 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 Tenant to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Tenant 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 Tenant may refrain from complying therewith.

ARTICLE IV

PURCHASE, CONSTRUCTION, INSTALLATION AND IMPROVEMENT 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, upon request of the Tenant, 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 Tenant is not in default hereunder, the Issuer will, at the request of the Tenant, from time to time, use its best efforts to issue the amount of Additional Bonds specified by the Tenant; 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 Tenant; provided further that the Tenant 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, Installation and Improvement of the Project. The Issuer and the Tenant agree that the Issuer will and the Tenant as the agent of the Issuer shall, but solely from the Project Fund except as otherwise provided herein, acquire, purchase, construct, and improve the Project as follows:

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

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

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

(d) Notwithstanding anything to the contrary contained herein, the Tenant 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 C**, signed by an Authorized Tenant Representative. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent inspection or investigation in connection therewith. Pursuant to **Section 208(g)** of the Indenture, the Trustee may endorse the Bonds in an amount equal to requisition certificates submitted pursuant to this Section. In that event, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in the requisition certificate and such amount shall be deemed to have been paid out of the Project Fund for Project Costs.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Tenant Representative stating (a) that the acquisition, purchase, construction, and improvement of the Project has been completed in accordance with the Plans and Specifications, (b) that all costs and expenses incurred in the acquisition, purchase, construction, and improvement 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 Tenant, 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 Tenant 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 Tenant 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 Tenant, to the purchase of Bonds, to the extent practical, pursuant to the appropriate written instructions of the Tenant, at such earlier date or dates as the Tenant 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 Tenant 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 Tenant 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 Tenant 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 Tenant 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 Tenant. Any item of machinery or equipment purchased by the Tenant shall be and remain the property of the Tenant. Proceeds of the Bonds shall not be used to acquire machinery or equipment.

Section 4.9. Sales Tax Exemption. Upon request of the Tenant after the issuance of the Bonds, the City will issue a sales tax exemption certificate to the Tenant for construction materials to be purchased for the Project and the City shall provide such other documentation as may be necessary from time to time to effect said sales tax exemption. The Tenant shall use the exemption certificate only for the purchase of construction materials to be incorporated into the Project on the Project Site and shall not use the exemption certificate for the purchase of any personal property other than construction materials. The Tenant shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City's furnishing of the exemption certificate.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Tenant 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 Tenant is the sole Bondowner, the Tenant 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 Tenant shall pay as Additional Rent the following amounts:

(a) 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;

(b) 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;

(c) all fees, costs, charges and expenses reasonably incurred in connection with the enforcement of any rights against the Tenant 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;

(d) 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 Tenant;

(e) on or before each December 1 during the term of this Lease, an amount equal to 100% of the property taxes that would be payable on the Project were it not for ownership thereof by the City, as calculated by the City based on partial construction of the Project and provided by invoice to the Tenant on or around November 15th of each year; and

(f) all other payments of whatever nature which the Tenant has agreed in writing 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 Tenant Absolute and Unconditional.

(a) Except as expressly stated in this Lease with respect to the offset of Basic Rent, the obligations of the Tenant 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 Tenant's use thereof, the eviction or constructive eviction of the Tenant, 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; provided, however, that nothing in this **Section 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in anyway the right of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4** hereof, nor the right of the Company to terminate this Lease and repurchase the Project as provided in **Article XI** hereof.

(b) Nothing in this Lease shall be construed to release the Issuer from the performance of any agreement on its part herein contained or as a waiver by the Tenant of any rights or claims the Tenant 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 Tenant 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 Tenant 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 Tenant 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 Tenant and to take all action necessary to effect the substitution of the Tenant for the Issuer in any such action or proceeding if the Tenant shall so request.

Section 5.4. Prepayment of Basic Rent. The Tenant 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 Tenant 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 Tenant, 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 Tenant, on such redemption date as may be specified by the Tenant or (b) cause such moneys in the Bond Fund or such part thereof as the Tenant shall direct, to be applied by the Trustee, to the extent practical, pursuant to the appropriate written instructions of the Tenant, 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. Subject to **Article III** of the Indenture relating to the redemption of Bonds, the Company, at its option, may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Tenant 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 (reasonable wear, tear, depreciation and obsolescence

excepted), making from time to time all necessary repairs thereto and renewals and replacements thereof that it determines to be necessary.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Tenant 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 Tenant therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Tenant, 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 Tenant shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Tenant 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 Tenant 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 Tenant, before instituting any such contest, gives the Issuer and the Trustee written notice of its intention so to do, (2) the Tenant 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 Tenant 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 Tenant in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Tenant 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 Tenant in, on or about the Project shall be paid for by the Tenant and shall be contracted for by the Tenant in the Tenant's own name (or the name(s) of its affiliates), and the Tenant shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report. The Tenant will provide a title commitment or report to the Issuer prior to the issuance of the Bonds showing ownership of and all encumbrances upon the Project Site.

Section 7.2. Casualty Insurance.

(a) Subject to the right of the Tenant to increase the deductibles described herein and to provide for self-insurance as provided in subparagraph (c) of this Section, the Tenant 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 \$50,000).

Subject to the rights of the Tenant provided in subparagraph (c) of this Section, prior to or simultaneously with the expiration of said Builder's Risk Insurance, the Tenant 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 \$50,000). 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 (but not more frequently than once in every three years) by the certificate of an Authorized Tenant Representative or the chief financial officer of the Tenant. The insurance required pursuant to this Section shall be maintained at the Tenant'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 Tenant. Copies of the insurance policies required under this Section, or originals or certificates thereof, shall be delivered by the Tenant to the Trustee. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Issuer, the Tenant 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 Tenant and the Trustee, and shall be payable to the Trustee.

(b) Subject to the provisions of the loan documents of the Lender (if any) 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 Tenant 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 Tenant to increase the deductibles on such policies to an amount not to exceed \$50,000) provided the Tenant complies with each of the following: (i) the Tenant 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 Tenant, the Tenant 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 Tenant to increase the deductibles described herein and to provide for self-insurance as provided in subparagraph (c) of this Section, the Tenant 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 and the Trustee shall be named as additional insureds, properly protecting and indemnifying the Issuer and the Trustee, in an amount not less than the limits of liability under Section 537.610 of the Revised Statutes of Missouri, as amended (subject to reasonable loss deductible clauses not to exceed \$50,000). 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 Tenant and the Trustee. Such policies or copies or certificates thereof shall be furnished to the Trustee. The Trustee shall be entitled to rely upon said certificate as to the Tenant's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(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 Tenant 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 Tenant agrees to indemnify and save the Trustee harmless against and from all claims, costs, losses, liabilities and expenses (including, without limitation, reasonable 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, reasonable attorney's fees and expenses) arising during the Lease Term from (a) any condition of the Project caused or permitted by the Tenant, (b) any breach or default on the part of the Tenant in the performance of any of its obligations under this Lease, (c) any contract entered into by the Tenant, its agents, employees or contracting obligees in connection with the acquisition, purchase, construction, and improving of the Project, (d) any act of negligence of the Tenant or of any of its agents, contractors, servants, employees or licensees, and (e) any act of negligence of any assignee or sublessee of the Tenant, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Tenant.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements of the Project. The Tenant 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 Tenant from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Tenant pursuant to the authority of this Section shall (a) be made in workmanlike manner and will comply in all material respects 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 Tenant shall remain the property of the Tenant and may be removed by the Tenant.

Section 8.2. Removal of Equipment. The Tenant shall have the right, provided the Tenant 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 or otherwise dispose of, without responsibility or accountability to the Issuer or the Trustee with respect thereto, any items of machinery and equipment. In all cases, the Tenant 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.

Section 8.3. Additional Improvements on the Project Site. The Tenant 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 Tenant 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 Tenant pursuant to the authority of this Section shall, during the life of this Lease, remain the property of the Tenant and may be added to, altered or razed and removed by the Tenant at any time. The Tenant 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 Tenant 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 Tenant 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 Tenant 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 Tenant 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 Tenant or anyone claiming by, through or under the Tenant 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 Tenant 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 Tenant 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 Tenant 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 Tenant in any such contest.

Section 8.6. Option to Purchase Unimproved Portions of the Project Site. The Issuer hereby grants to the Tenant the right at any time and from time to time to purchase any unimproved portion or portions of the Project Site. For the purposes of this Section “unimproved” shall mean real property upon which no improvements are located, excluding improvements relating to streets, sidewalks, bridges, stormwater, grading, utility or other similar improvements. As conditions to such purchase the Issuer and the Trustee shall receive from the Tenant at least 30 days prior to the proposed date for completing the purchase the following (1) a written certificate from the Tenant to the effect (i) that the Tenant desires to purchase an unimproved portion of the Project Site, (ii) the proposed date for completing the purchase, and (iii) that the Tenant is not in default under any of the provisions of this Lease or the Indenture, (2) providing the Issuer and the Trustee with an adequate legal description of that portion (together with the interest in such portion) of the property to be purchased and a copy of a title commitment with respect to such property, (3) a certificate of an independent engineer or surveyor, dated not more than 30 days prior to the date of the request stating that, in the opinion of the person signing such certificate, (i) the unimproved portion of the Project Site is unimproved within the definition contained in this Section (ii) the unimproved portion of the Project Site so proposed to be purchased is not needed for the operation of the Project, and (iii) the proposed purchase will not impair the usefulness of the Project for its intended purposes and will not destroy the means of ingress thereto and egress therefrom, and (4) the written consent of the Owners of all of the Bonds.

The purchase price for such unimproved portion of the Project Site shall be determined by the Owners of all of the Bonds and shall be received in writing by the Issuer and the Trustee at least 10 days prior to the proposed date for completing the purchase. Such purchase price shall be paid to the Trustee at the time the Issuer executes and delivers a Special Warranty Deed conveying the property which is to be purchased to the Tenant. The Trustee shall deposit such amount (if any) into the Bond Fund. If such amount is more than \$1,000, such amount shall be used by the Trustee to redeem Bonds in accordance with **Section 302(a)** of the Indenture. If such amount is \$1,000 or less the Trustee shall apply such amount to the next interest payment on the Bonds.

Upon the Issuer's receipt of written notice from the Trustee that the Trustee has received all of the items required by this Section, any duly authorized officers of the Issuer shall execute a Special Warranty Deed conveying such property to the Tenant and shall deliver such deed to the Tenant. Such Special Warranty Deed shall be subject to the following: (1) those liens and encumbrances, if any, to which title to that portion of the Project Site was subject when conveyed to the Issuer; (2) those liens and encumbrances created by the Tenant or to the creation or suffering of which the Tenant consented; (3) those liens and encumbrances resulting from the failure of the Tenant 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 unimproved portion of the Project Site or any part thereof is being condemned, the rights and title of any condemning authority.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Tenant, as promptly as practicable, shall (i) make the determination described in subsection (g) below; (ii) 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, (iii) at the Tenant's option, construct upon the Project Site new buildings and improvements thereafter together with all fixtures which are to be attached thereto, provided that (x) 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 (y) 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 Tenant 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, improvements and fixtures and all additions thereto and all replacements and alterations thereof.

Unless the Tenant makes the determination described in subsection (g) below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project, shall be disbursed in accordance with the Mortgage. If there is no Mortgage and the Net Proceeds are less than \$100,000, the Net Proceeds shall be paid to the Tenant. If the Net Proceeds equal or exceed \$100,000, the Net Proceeds shall be paid to the Trustee and shall be applied in the following manner:

(i) there shall be paid to the Tenant from the Net Proceeds such part thereof as shall equal the cost to the Tenant of making such temporary repairs or doing such other work, as, in the Tenant'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 Tenant from the Net Proceeds such part thereof as shall equal the cost to the Tenant of repairing, restoring, replacing or rebuilding the Project or any part thereof;

(iii) payment to the Tenant pursuant to subdivisions (i) or (ii) of this subsection (a) from such Net Proceeds shall be made to the Tenant 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 Tenant'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 Tenant are payable to the Tenant in accordance with the provisions of this Article and that such amounts are then due and payable by the Tenant or have theretofore been paid by the Tenant; (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) the Tenant shall furnish to the Trustee at the time of any such payment, an official search, or other evidence reasonably satisfactory to the Trustee, 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 shall be paid over to the Tenant.

(b) The insurance monies, if any, paid to the Tenant 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 fixtures therein.

(c) If any of the insurance monies paid by the insurance company to the Trustee or the Tenant 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. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Tenant 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 Tenant shall be abated until such time as the Project is restored..

(e) The Issuer and the Tenant 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 Tenant 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 which damages a material portion of the Project over \$100,000 in value.

(g) If the Tenant in its sole discretion determines that rebuilding, repairing, restoring or replacing the Project is not practicable and desirable, or if the Tenant does not have the right under any Mortgage to use any Net Proceeds for repair or restoration of the Project, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall 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 Lender under the Mortgage. The Tenant agrees to be reasonable in exercising its judgment pursuant to this subsection (g). Alternatively, if the Company is the sole owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance, and retain such proceeds for its own account.

(h) The Tenant 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 Tenant under this Lease or of any other obligations of the Tenant under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$1,000,000, the Tenant 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 Lender under the Mortgage 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 Tenant shall determine that such substitution is practicable and desirable, the Tenant 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 Tenant's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Tenant 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 Tenant in its sole discretion determines that it is not practicable or desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Tenant 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 Lender under the Mortgage; provided that if the Tenant is the sole owner of the Bonds and it has determined that acquiring and constructing substitute improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the condemnation awards, and retain such proceeds for its own account, all subject to the rights of any Lender under the Mortgage.

(d) The Tenant 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 Tenant under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The Issuer shall cooperate fully with the Tenant 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 Tenant 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 Tenant.

Section 9.3. Bondowner Approval. Notwithstanding, subject to the rights of the Lender under the Mortgage, 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 Issuer 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 Tenant's purposes or needs. The Tenant 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 Tenant's uncured default hereunder or upon the cancellation or termination of this Lease for any reason other than the Tenant's purchase of the Project pursuant to **Article XI** hereof, the Tenant shall peacefully surrender possession of the Project to the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Tenant 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 Tenant 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 Tenant, and during said 90-day (or extended) period the Tenant 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 Tenant 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. The Tenant 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 Tenant's usual safety and security requirements, to enter upon the Project Site after delivering written notice to the Tenant (a) to examine and inspect the Project without interference or prejudice to the Tenant's operations, (b) as may be reasonably necessary to cause to be completed the acquisition, purchase, construction, and improving provided for in **Section 4.2** hereof, (c) to perform such work in and about the Project made necessary by reason of the Tenant's default under any of the provisions of this Lease, and (d) following an Event of Default, to exhibit the Project to prospective purchasers, lessees or trustees. The Tenant shall have the right to have representatives present during any such examination or inspection, including legal counsel.

Section 10.4. Granting of Easements; Mortgage

(a) If no Event of Default under this Lease shall have happened and be continuing, the Tenant may at any time or times (1) grant 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, (2) release existing easements, licenses, rights-of-way and other rights or

privileges, all with or without consideration and upon such terms and conditions as the Tenant shall determine, or (3) incur Permitted Encumbrances. The Tenant may take such actions and may execute any applicable documents in the Tenant's own name. No separate signature of or authorization from the Issuer shall be required for the execution and delivery of any such document, although the Issuer agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Tenant chooses to make such a request. All third parties entering into agreements with the Tenant or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the Issuer. The Issuer agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such 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: (i) a copy of the instrument of grant or release or of the agreement or other arrangement, (ii) a written application signed by an Authorized Tenant Representative requesting such instrument, and (iii) a certificate executed by an Authorized Tenant Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Tenant, will not impair the effective use or interfere with the efficient and economical operation of the Project, and will not materially adversely affect the security intended to be given by or under the Indenture. 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 Tenant for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Tenant, but, in the event of the termination of this Lease or during the continuation of an Event of Default, all rights then existing of the Tenant with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer and the Trustee.

(b) This Lease shall be subject to any existing or hereafter existing Mortgage from Tenant to a Lender.

(c) Notwithstanding anything contained to the contrary in this Lease, (a) the Tenant shall have the right to assign this Lease and any subleases to the Lender or to the designee or nominee of Lender, without the consent of the Issuer, and (b) if the Lender or its designee or nominee shall acquire ownership of the leasehold estate, either following foreclosure of the Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof, the Lender or its designee or nominee shall have the further right to further assign this Lease and any subleases and any purchase money mortgage accepted in connection therewith, without the consent of the Issuer and such assignee shall enjoy all rights, powers and privileges granted herein to Lender.

(d) During the term of any existing or hereafter existing Mortgage, the following provisions shall apply:

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

(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 Lender;

(iii) the Issuer shall serve upon Lender a copy of each notice of default and each notice of termination given to the Tenant under this Lease, at the same time as such notice is served upon

the Tenant. No such notice to the Tenant shall be effective unless a copy thereof is thus served upon Lender;

(iv) Lender shall have the same period of time after the service of such notice upon it within which the Tenant may remedy or cause to be remedied the default which is the basis of the notice plus twenty (20) days; and the Issuer shall accept performance by Lender as timely performance by the Tenant;

(v) Lender shall not be required to continue possession or continue foreclosure proceedings under paragraph (vii) of this subsection if the particular default has been cured;

(vi) the Issuer may exercise any of its rights or remedies with respect to any other default by the Tenant occurring during the period of such forbearance provided for under said paragraph (vii), subject to the rights of the Lender under this Section as to such other defaults;

(vii) upon the occurrence and continuance of an Event of Default by the Tenant, 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 to Lender a reasonable time within which either to obtain possession of the Project and to remedy such default in the case of an Event of Default which is susceptible of being cured when Lender has obtained possession of the Project, or to institute and with reasonable diligence to complete foreclosure proceedings or otherwise acquire the Tenant's leasehold estate under this Lease in the case of a default which is not so susceptible of being remedied by Lender, provided that the Lender shall deliver to the Issuer within thirty (30) days after the expiration of the grace period applicable to the particular default, an instrument unconditionally agreeing to remedy such default other than a default not susceptible of being remedied by Lender. The Issuer's right to terminate this Lease by reason of a default which is not susceptible of being remedied by Lender shall end with respect to such default when the Lender obtains possession of the Project as aforesaid, which possession shall be deemed to include possession by a receiver;

(viii) if this Lease shall terminate prior to the expiration of the Lease Term, the Issuer shall enter into a new lease for the Project with Lender or its designee or nominee, for the remainder of the term, effective as of the date of such termination, at the same rent and upon the same terms, covenants and conditions contained herein, except that such new lease shall not guarantee possession of the Project to the new tenant as against the Tenant and/or anyone claiming under the Tenant, and the Issuer, simultaneously with the execution and delivery of such new lease, shall turn over to the new tenant all monies, if any, then held by the Issuer under the Lease on behalf of the Tenant, on condition that:

(A) Lender shall make written request for such new lease within thirty (30) days after the date of such termination, and

(B) on the commencement date of the term of the new lease, Lender shall cure all defaults of the Tenant under the Lease (susceptible of being cured by Lender) which remain uncured on that date, and shall pay or cause to be paid all unpaid sums which at such time would have been payable under this Lease but for such termination, and shall pay or cause to be paid to the Issuer on that date all fees, costs, charges and expenses, including, without limitation, reasonable counsel fees, court costs and disbursements, incurred by the

Issuer or the Trustee in connection with any such default and termination as well as in connection with the execution and delivery of such new lease;

(ix) if Lender or its designee or nominee shall become the owner of this Lease either following foreclosure of the Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof and the Lender or its designee or nominee shall have assigned this Lease, Lender or its designee or nominee so assigning shall be released from all liability accruing from and after the date of such assignment.

Section 10.5. Indemnification of Issuer and Trustee. The Tenant 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 Tenant, (b) any breach or default on the part of the Tenant in the performance of any of its obligations under this Lease, (c) any contract entered into in by the Tenant or its sublessee, if any, in connection with the acquisition, purchase, construction, and improving of the Project (including any failure to comply with Section 107.170 of the Missouri Revised Statutes, as amended, with respect to such contract), (d) any act of negligence of the Tenant or of any of its agents, contractors, servants, employees or licensees, and (e) any act of negligence of any assignee or sublessee of the Tenant, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Tenant; 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) except for claims relating to a failure to comply with Section 107.170 of the Missouri Revised Statutes, as amended, such claim is the result of the Issuer's negligence or willful misconduct. The Tenant 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 Tenant shall defend them or either of them in any such action or proceeding.

The Tenant 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 Tenant 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 Tenant 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 Tenant 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 Tenant, and the Issuer will fully cooperate with the Tenant in any effort by the Tenant to avail itself of any such depreciation, investment tax credit or other tax benefits. Promptly after either (i) the issuance of the Bonds or (ii) delivery by Tenant of a letter agreement to the Issuer in a form acceptable to Issuer in which Tenant agrees to indemnify Issuer for any claims arising out of or attributable to Tenant's use of the sales tax exemption and agrees to close within 60 days of such letter agreement, the Issuer will issue a sales tax exemption certificate to the Tenant for construction materials to be purchased for the Project and the Issuer shall provide such other documentation as may be necessary from time to time to effect said sales tax exemption. The Tenant shall use the exemption certificate only for the purchase of construction materials and fixtures to be incorporated into the Project on the Project Site and shall not use the exemption certificate for the purchase of any personal property other than construction materials and fixtures to be incorporated into the Project on the Project Site. The Tenant shall indemnify and defend the Issuer and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the Tenant's furnishing of the exemption certificate.

Section 10.7. Tenant to Maintain its Corporate Existence. The Tenant agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, Tenant will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Tenant 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 Tenant 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 Tenant 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 Tenant and all of its subsidiaries. In any such consolidation, merger or transfer the Tenant 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 Tenant 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 Tenant, 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 Tenant 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.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Tenant 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 Tenant 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 (unless otherwise agreed to by the parties hereto), and in case of a redemption of the Bonds in accordance with the provisions of the Indenture the Tenant 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 Tenant 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 Tenant; 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 Tenant 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 Tenant 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) the sum of \$100.

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

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the Issuer will upon receipt of the purchase price deliver to the Tenant 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 Tenant 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 Tenant or to the creation or suffering of which the Tenant consented; (3) those liens and encumbrances resulting from the failure of the Tenant 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 Tenant in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Tenant 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 Tenant 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 Tenant may deliver to the Trustee for cancellation Bonds not previously paid, and the Tenant shall receive a credit against the purchase price payable by the Tenant 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 Tenant has not sooner elected to exercise the option to purchase pursuant to this **Article XI**, Tenant shall be automatically deemed to have exercised such option on the day before the expiration date of this Lease, unless Tenant 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 Tenant by the Issuer or the Trustee or default in the due and punctual payment of Additional Rent for a period of 30 days following written notice to the Tenant by the Issuer or the Trustee; provided, however, at any time the Tenant is the owner of 100% in aggregate principal amount of all Bonds Outstanding, said notice must also have been given by the Owner of 100% in aggregate principal amount of all Bonds Outstanding or it shall not be effective; or

(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Tenant’s part to be observed or performed, and such default shall continue for 60 days after the Issuer or the Trustee has given the Tenant written notice specifying such default (or such longer period as shall be reasonably required to cure such default; provided that (1) the Tenant has commenced such cure within said 60-day period, and (2) the Tenant diligently prosecutes such cure to completion); or

(c) The Tenant 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 Tenant'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 Tenant 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 notice and cure 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 notice and cure 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 after giving 10 days prior written notice thereof to the Tenant, as provided in the Indenture (unless the Owners of 100% of the principal amount of such Bonds determine otherwise);

(b) give the Tenant written notice of the Issuer's 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 Tenant'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 Tenant shall have exercised or be deemed to have exercised Tenant'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 Tenant 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 Tenant 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 Tenant'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 Tenant'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 Tenant in the event of a breach or default under this Lease by the Tenant, and

no other property or assets of the Tenant 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 Tenant's Obligations by the Issuer. If the Tenant 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 Tenant's part for 60 days after written notice of such failure is given the Tenant by the Issuer or the Trustee, and without waiving or releasing the Tenant 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, reasonable 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 Tenant, 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 Tenant in the payment of Basic Rent.

Section 12.6. Rights and Remedies Cumulative. The rights and remedies reserved by the Issuer and the Tenant 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 Tenant 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 Tenant of any covenant, agreement or undertaking by the Tenant, the Issuer or the Trustee may nevertheless accept from the Tenant 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 Tenant 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 Tenant 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 Tenant and the Tenant 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 Tenant 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(a)** or **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 Tenant 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 Tenant 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 Tenant and the Lender.

(c) With regard to any alleged default concerning which notice is given to the Tenant under the provisions of this Section, the Issuer hereby grants the Tenant 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 Tenant 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 Tenant 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 Tenant 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 Tenant 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 Tenant shall have the right to sublet all or any part of the Project to a single entity for any lawful purpose under the Act. No sublease of the Project shall release or discharge the Tenant 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 Tenant 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 Tenant.

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 Tenant 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 provided in **Section 1403** of the Indenture.

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 Tenant to the other shall also be given to the Trustee and the Lender if Lender has provided Issuer and Tenant, in writing, a current address for notification purposes. The Issuer, the Tenant, the Lender 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 Tenant hereunder must include a statement that Tenant'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 Tenant 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 Tenant 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 Tenant.

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 Tenant 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 Tenant's Obligations. Any obligation of the Tenant under this Lease, including, but not limited to, the obligations of the Tenant to pay Basic Rent, Additional Rent and to maintain insurance pursuant to **Article VII**, may be performed by a member of the Tenant, and such performance by a member of the Tenant shall be treated as though the obligation were performed by the Tenant.

[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

KC WFC TRAINING, LLC,
a Kansas limited liability company,

By: _____
Name: Angie K. Long
Title: Authorized Signatory

EXHIBIT A

PROJECT SITE

[INSERT LEGAL DESCRIPTION]

EXHIBIT B

PROJECT IMPROVEMENTS

All buildings, structures, improvements and fixtures located on or to be acquired or purchased for the construction, installation and improvement 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: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF OCTOBER 1, 2021, BETWEEN THE CITY OF RIVERSIDE, MISSOURI, AND THE TRUSTEE, AND LEASE AGREEMENT DATED AS OF OCTOBER 1, 2021, BETWEEN THE CITY OF RIVERSIDE, MISSOURI, AND KC WFC TRAINING, LLC

Pursuant to **Section 503** of the Trust Indenture dated as of October 1, 2021 (the "Indenture") relating to the City of Riverside, Missouri, Taxable Industrial Revenue Bonds (Soccer Complex Project - Phase 1), Series 2021, (the "Bonds"), the undersigned Authorized Tenant Representative hereby requests payment of Project Costs from the Project Fund in accordance with this request, and hereby certifies as follows:

Capitalized terms not defined herein shall have the meanings set forth in the Indenture.

1. The Trustee is requested and directed to pay Project Costs from the proceeds of the Bonds deposited in the Project Fund said Project Costs to be paid in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

2. The amounts requested are or were necessary and appropriate in connection with the purchase, construction, installation and improvement of the Project, have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Tenant 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.

3. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase, construction, installation 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.

4. Lien waivers for costs for which payment is hereby requested have been received and are on file with the Tenant and will be delivered upon request.

[remainder of page intentionally left blank]

KC WFC TRAINING, LLC,
a Kansas limited liability company,

By: _____
Name: Angie K. Long
Title: Authorized Signatory

SCHEDULE 1 TO REQUISITION CERTIFICATE

Amount

Payee and Address

Description

\$ _____

CITY OF RIVERSIDE, MISSOURI

AND

UMB BANK, N.A.
As Trustee

TRUST INDENTURE

Dated as of October 1, 2021

Relating to:

\$23,600,000
(Aggregate Maximum Principal Amount)
City of Riverside, Missouri
Taxable Industrial Revenue Bonds
(Soccer Complex Project - Phase 1)
Series 2021

TRUST INDENTURE

TABLE OF CONTENTS

	<u>Page</u>
Parties	1
Recitals	1
Granting Clauses	1

ARTICLE I

DEFINITIONS

Section 101.	Definitions of Words and Terms	3
Section 102.	Rules of Interpretation	6

ARTICLE II

THE BONDS

Section 201.	Title and Amount of Bonds	7
Section 202.	Nature of Obligation	7
Section 203.	Denomination, Number and Dating of Bonds	7
Section 204.	Method and Place of Payment of Bond	7
Section 205.	Execution and Authentication of Bonds	8
Section 206.	Registration, Transfer and Exchange of Bonds	9
Section 207.	Persons Deemed Owners of Bonds	10
Section 208.	Authorization of the Bonds	10
Section 209.	Authorization of Additional Bonds	11
Section 210.	Mutilated, Lost, Stolen or Destroyed Bonds	12
Section 211.	Cancellation and Destruction of Bonds Upon Payment	12

ARTICLE III

REDEMPTION OF BONDS

Section 301.	Redemption of Bonds Generally	12
Section 302.	Redemption of Bonds	13
Section 303.	Effect of Call for Redemption	13
Section 304.	Notice of Redemption	13

ARTICLE IV

FORM OF BONDS

Section 401.	Form Generally	13
--------------	----------------------	----

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501.	Creation of Project Fund.....	13
Section 502.	Deposits into the Project Fund.....	14
Section 503.	Disbursements from the Project Fund.....	14
Section 504.	Completion of the Project	14
Section 505.	Disposition Upon Acceleration	14

ARTICLE VI

REVENUES AND FUNDS

Section 601.	Creation of the Bond Fund.....	15
Section 602.	Deposits Into the Bond Fund	15
Section 603.	Application of Moneys in the Bond Fund.....	15
Section 604.	Payments Due on Saturdays, Sundays and Holidays.....	16
Section 605.	Nonpresentment of Bonds	16
Section 606.	Repayment to the Tenant from the Bond Fund	16

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701.	Moneys to be Held in Trust.....	16
Section 702.	Investment of Moneys in Project Fund and Bond Fund	16
Section 703.	Record Keeping	17

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801.	Payment of Principal and Interest.....	17
Section 802.	Authority to Execute Indenture and Issue Bonds.....	17
Section 803.	Performance of Covenants.....	17
Section 804.	Instruments of Further Assurance	18
Section 805.	Payment of Taxes and Charges	18
Section 806.	Insurance	18
Section 807.	Maintenance and Repair	18
Section 808.	Recordings and Filings	18
Section 809.	Inspection of Project Books.....	18
Section 810.	Enforcement of Rights Under the Lease	18
Section 811.	Subordination of Indenture to the Lease	19

ARTICLE IX

DEFAULT AND REMEDIES

Section 901.	Events of Default; Notice; Opportunity to Cure	19
Section 902.	Acceleration of Maturity in Event of Default	19

Section 903.	Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession.....	20
Section 904.	Appointment of Receivers in Event of Default.....	20
Section 905.	Exercise of Remedies by the Trustee.....	20
Section 906.	Limitation on Exercise of Remedies by Bondowners.....	20
Section 907.	Right of Bondowners to Direct Proceedings	21
Section 908.	Application of Moneys in Event of Default.....	21
Section 909.	Remedies Cumulative	22
Section 910.	Waivers of Events of Default.....	22

ARTICLE X

THE TRUSTEE

Section 1001.	Acceptance of the Trusts.....	23
Section 1002.	Fees, Charges and Expenses of the Trustee	25
Section 1003.	Notice to Bondowners if Default Occurs.....	25
Section 1004.	Intervention by the Trustee	26
Section 1005.	Successor Trustee Upon Merger, Consolidation or Sale.....	26
Section 1006.	Resignation of Trustee	26
Section 1007.	Removal of Trustee.....	26
Section 1008.	Appointment of Successor Trustee	26
Section 1009.	Vesting of Trusts in Successor Trustee.....	26
Section 1010.	Right of Trustee to Pay Taxes and Other Charges	27
Section 1011.	Trust Estate May be Vested in Co-trustee	27
Section 1012.	Annual Accounting	28
Section 1013.	Performance of Duties Under the Lease	28

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101.	Supplemental Indentures Not Requiring Consent of Bondowners	28
Section 1102.	Supplemental Indentures Requiring Consent of Bondowners	28
Section 1103.	Tenant's Consent to Supplemental Indentures	29
Section 1104.	Opinion of Counsel.....	29

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201.	Supplemental Leases Not Requiring Consent of Bondowners	29
Section 1202.	Supplemental Leases Requiring Consent of Bondowners	29
Section 1203.	Opinions of Counsel.....	30

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301.	Satisfaction and Discharge of this Indenture	30
Section 1302.	Bonds Deemed to be Paid.....	30

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401.	Consents and Other Instruments by Bondowners	31
Section 1402.	Limitation of Rights Under this Indenture.....	31
Section 1403.	Notices	31
Section 1404.	Severability	32
Section 1405.	Execution in Counterparts	32
Section 1406.	Governing Law	32
Section 1407.	Electronic Storage.....	33
	Signatures and Seals	S-1

TRUST INDENTURE

THIS TRUST INDENTURE dated as of October 1, 2021 (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 **UMB BANK, N.A.**, a national banking association duly organized and validly existing under the laws of the United States of America and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Missouri, with a corporate trust office located in Kansas City, Missouri, 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 an ordinance (the “**Ordinance**”) on October 5, 2021, authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (Soccer Complex Project - Phase 1), Series 2021, in the maximum principal amount of \$23,600,000 (the “**Bonds**”), for the purpose of acquiring, constructing, installing and improving a professional team training facility and corporate offices of approximately 18,000 square feet, with three soccer fields, bleachers, parking, and infrastructure, and the first phase of a youth soccer park, including four soccer fields, concessions, restrooms, parking and associated infrastructure (the “**Project**”), and authorizing the Issuer to lease the Project to the Tenant;

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 Tenant under which the Issuer, as lessor, will acquire, purchase, construct and install the Project and will lease the Project to the Tenant, 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 provided in this Indenture, 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 Tenant 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 Tenant 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 Tenant Representative” means the person at the time designated to act on behalf of the Tenant 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 Tenant by authorized officers. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized Tenant Representative.

“Bond” or **“Bonds”** means the Taxable Industrial Revenue Bonds (Soccer Complex Project - Phase 1), Series 2021, in the maximum principal amount of \$23,600,000, 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 – Soccer Complex Project - Phase 1, Series 2021” 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 the Issuer or banking institutions in New York, New York, 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.

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

“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 Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, and the Farmers Home Administration;

(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.

“Issuer” 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.

“Lease” means the Lease Agreement dated as of October 1, 2021, between the Issuer, as Lessor, and the Tenant, 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.

“Lender” means any financial institution or lender providing financing to Tenant and its successors or assigns secured by a Mortgage (as defined in the Lease) from Tenant to Lender with respect to the Project.

“Maturity Date” means **December 1, 2023**.

“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 acquisition, purchase, construction, and improvement of 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 Tenant 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 acquisition, purchase, construction, and improvement, preparation of plans, drawings and specifications and supervision of construction and renovation, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the acquisition, purchase, construction, and improvement of the Project or the issuance of the Bonds;
- (c) all costs and expenses of every nature incurred in acquisition purchase, construction, and improvement of the Project Improvements and otherwise improving the Project Site, including

the actual cost of labor and materials as payable to contractors, builders and materialmen in connection with the acquisition, purchase, construction, and improvement of the Project;

(d) interest accruing on the Bonds during the period of the acquisition, purchase, construction, and improvement of the Project;

(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, construction, and improvement 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, construction, and improvement of the Project; and (3) the financing thereof; and

(h) reimbursement to the Tenant 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 – Soccer Complex Project - Phase 1, Series 2021” created in **Section 501** of this Indenture.

“Refunding Bonds” shall have the meaning set forth in **Section 209** hereof.

“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.

“Tenant” means KC WFC Training, LLC, a Kansas limited liability company, and its successors or assigns.

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

“Trustee” means UMB Bank, N.A., a national banking association duly organized and validly existing under the laws of the United States of America and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Missouri, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

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 (Soccer Complex Project - Phase 1), Series 2021.” The aggregate maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$23,600,000, 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 Bond without coupons in the denomination of \$0.01 or any multiple thereof up to the maximum principal denomination of \$23,600,000. 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 Tenant 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. 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 Tenant 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.

(c) The Bond shall be deemed paid in full upon the presentation and surrender of the Bond to the Trustee together with a written direction of the Bondowner to cancel the Bond.

(d) If the Tenant is the sole Bondowner, then the Tenant may set-off (by book entry or other reasonable means) its obligations to the Issuer as lessee under the Lease to pay Basic Rent or against the Issuer's obligations to the Tenant as the Bondholder under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Tenant to the contrary as evidence that such set-off has occurred. On the final payment date, the Tenant may deliver to the Trustee for cancellation the Bonds and the Tenant shall receive a credit against the Basic Rent payable by the Company under **Section 5.1** of the Lease in an amount equal to the remaining principal on the Bond so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

(a) The 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 except as otherwise permitted by this Section, 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 Tenant, 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 Tenant or any entity owned or under common ownership with the Tenant, 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 \$23,600,000 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 (Soccer Complex Project - Phase 1), Series 2021.” 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 electronic copies of the following:

(1) An original or certified copy of the ordinance passed by the governing body of the Issuer on October 5, 2021, 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 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 **4.0%** 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 2021 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 Tenant (if not the Owner) and the Issuer. 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.

(g) Following the initial issuance and delivery of the Bonds, the Tenant may submit additional requisition certificates in accordance with **Section 4.4** of the Lease, and the Trustee shall, based solely on the amount set forth in the requisitions, endorse the Bonds in an amount equal to the amount set forth in such requisitions. The date of each principal amount advanced shall be the date of receipt of the applicable requisition certificate by the Trustee. The Trustee shall keep a record of the total requisitions submitted, and shall notify the Issuer if the requisitions submitted exceed the maximum Cumulative Outstanding Principal Amount of the Bonds permitted hereunder.

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, and improvement to the Project as the Tenant 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 Tenant, 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 Tenant, 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 Tenant.

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 Tenant, 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 Tenant 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 – Soccer Complex Project - Phase 1, Series 2021" (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, and improving 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 Tenant 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. All disbursements from the Project Fund which are payable to the Tenant shall be made by internal bank transfer or wire transfer as designated by the Tenant in writing to the Trustee. The Trustee shall notify the registered owner of the Bonds by telephone when the Trustee is prepared to disburse moneys pursuant to any requisition certificate. Any moneys received by the Trustee by 11:00 a.m. for deposit in the Project Fund for which the Trustee has received a requisition certificate shall be disbursed from the Project Fund on the same Business Day.

(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 Tenant 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 Tenant 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 Tenant 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 Tenant.

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 Tenant 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 – Soccer Complex Project - Phase 1, Series 2021” (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 Tenant 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 Tenant, 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 Tenant. 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 Tenant 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 one year 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 Tenant, and the Owner thereof shall be entitled to look only to the Tenant for payment, and then only to the extent of the amount so repaid, and the Tenant shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 606. Repayment to the Tenant 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 Tenant 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 in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Tenant, signed by the Authorized Tenant 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 Tenant 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 Tenant 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 Tenant 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 Tenant 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 Tenant 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 Tenant (at the expense of the Tenant) 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 Tenant 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 Tenant 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 Tenant (as long as no default by the Tenant under the Lease is continuing beyond any applicable cure or grace period) set forth in the Lease. So long as not otherwise provided in this Indenture, the Tenant 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 Tenant 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 Tenant 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 Tenant, the Lender and the Issuer, and the Tenant, Lender 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 Tenant, Lender 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 with the consent of the Lender, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding or the Lender, shall, by notice in writing delivered to the Issuer and the Tenant, 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 after the notice and cure period described in **Section 901** hereof elapses, 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 Tenant 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 after the notice and cure period described in **Section 901** hereof elapses, 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 and the Issuer, to (i) 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, or (ii) direct the Trustee and the Issuer to refrain for such period of time as such Owners may specify, from exercising any remedies available to the Trustee or Issuer under this Indenture, the Lease (unless such remedy is being exercised to enforce a right accruing to the Trustee or Issuer for its own account, such as payments of Additional Rent and performance of indemnity obligations) or applicable law; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)** 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 Tenant 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 Tenant, 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 Tenant, 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 Tenant, 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 Tenant 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 Tenant'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 Tenant 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 Tenant 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 Tenant 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 Tenant, 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 Tenant 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 Tenant 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 Tenant 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 Tenant 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 Tenant 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 Tenant), 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 Tenant and to any Bondowner requesting the same and, upon the request of the Tenant or the Bondowner, a monthly accounting to the Tenant 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 and except as provided in (a) above, 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. Tenant's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights of the Tenant shall not become effective unless and until the Tenant 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 Tenant in connection with the issuance of Additional Bonds under **Section 209** hereof shall be deemed to be the consent of the Tenant 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 Tenant 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 Tenant 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 Tenant 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 Tenant 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 Tenant stating that such Supplemental Lease will, upon execution and delivery thereof, be valid and binding upon the Tenant.

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 Tenant 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 Tenant 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 Tenant:

KC WFC Training, LLC
9120 Nieman Road
Overland Park, KS 66214
Attention: Angie Long

With a copy to:

Stinson LLP
1201 Walnut, Suite 2900
Kansas City, Missouri 64106
Attention: David W. Frantze

(c) To the Trustee:

UMB Bank, N.A.
928 Grand Blvd, 12th Floor
Kansas City, MO 64106
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, UMB Bank, N.A. 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

UMB BANK, N.A., as Trustee

By _____
Name:
Title:

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 Tenant, 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 Tenant or any entity owned by or under common ownership with the Tenant without the necessity of obtaining the Issuer's consent or such an opinion.

UNITED STATES OF AMERICA
STATE OF MISSOURI
CITY OF RIVERSIDE, MISSOURI

TAXABLE INDUSTRIAL REVENUE BOND
(SOCCER COMPLEX PROJECT - PHASE 1)
SERIES 2021

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

KC WFC TRAINING, LLC

or registered assigns, on December 1, 2023, the maximum principal amount of

TWENTY-THREE MILLION SIX HUNDRED THOUSAND 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 **4.0%** 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 Bond 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 (Soccer Complex Project - Phase 1), Series 2021,” in the maximum aggregate principal amount of \$23,600,000 (the “Bonds”), to be issued for the purpose of providing funds to pay the cost of acquiring, constructing, installing and improving a professional team training facility and corporate offices of approximately 18,000 square feet, with three soccer fields, bleachers, parking, and infrastructure, and the first phase of a youth soccer park, including four soccer fields, concessions, restrooms, parking and associated infrastructure (the “Project”), to be leased to KC WFC Training, LLC, a Kansas limited liability company (the “Tenant”), under the terms of a Lease Agreement dated as of October 1, 2021 (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 Tenant, 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.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of October 1, 2021 (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 UMB Bank, N.A., 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:

THE BONDS are 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 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 Tenant 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 – Soccer Complex Project - Phase 1, Series 2021."

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 \$23,600,000.

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
_____ agent 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 and
must be guaranteed by an eligible guarantor.

Medallion Signature Guarantee:

CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (Soccer Complex Project - Phase 1), Series 2021, described in the Trust Indenture. The effective date of registration of this Bond is set forth below.

UMB BANK, N.A., as Trustee

_____ Date	By _____ Name: _____ Title: _____
---------------	---

NOTICE TO TAXING JURISDICTIONS

To: Taxing Jurisdictions (Distribution List attached)

Re: Notice of Public Hearing – Soccer Complex Project

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

The Plan provides for a sales and use tax exemption on construction materials, but **no** property tax abatement.

The City anticipates considering an Ordinance to approve the Plan at its regular meeting on October 5, 2021 at 7:00 PM in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri.

The City invites all affected taxing districts to attend the meeting and to make oral comments on the proposed Plan to the City or to provide written comments to the City on the Plan prior to the meeting. All comments of the taxing districts will be fairly and duly considered by the City.

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

Any questions should be directed to Mike Duffy, Director of Community Development for the City at (816) 741-3993.

CITY OF RIVERSIDE, MISSOURI
2950 NW Vivion Road
Riverside, Missouri

City of Riverside

Director of Finance
2950 N.W. Vivion Road
Riverside, MO 64150

Platte County Board of Services for the Developmentally Disabled

Executive Director
7900 NW 106th Street
Kansas City, MO 64153

**Missouri Department of Revenue
County Tax Section
Blind Pension Fund**

P.O. Box 455
Jefferson City, MO 65105

Platte County

Presiding Commissioner
415 Third Street, Suite 210
Platte City, MO 64079

Platte County Collector

415 Third Street, Suite 212
Platte City, MO 64079

Parkville Special Road District

7101 NW Hampton Road
Parkville, MO 64152

Platte County Health Department

212 Marshall Road
Platte City, MO 64079

Metropolitan Community College

Chancellor
3200 Broadway
Kansas City, MO 64111

Park Hill School District R-V

Superintendent
7703 NW Barry Road
Kansas City, MO 64153

Tri-County Mental Health Services, Inc.

Chair
3100 NE 83rd Street, Suite 1001
Kansas City, MO 64119-9998

Mid-Continent Public Library

Director
15616 E. Highway 24
Independence, MO 64050-2057

Missouri Department of Revenue

Taxation Division
301 West High Street
Jefferson City, MO 65101

Platte County Assessor

415 Third Street, Suite 114
Platte City, MO 64079

**Missouri Department of Economic
Development**

Director
P.O. Box 1157
Jefferson City, MO 65102

Platte County Senior Fund

11724 NW Plaza Circle, Suite 600
Kansas City, MO 64153

Missouri Director of Revenue

County Tax Section
Merchants/Manufacturers Replacement Tax
Fund
P.O. Box 453
Jefferson City, MO 65102-0453

CITY OF RIVERSIDE, MISSOURI

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST-BENEFIT ANALYSIS**

(SALES TAX EXEMPTION ONLY ON CONSTRUCTION MATERIALS)

FOR A

SOCCER COMPLEX PROJECT

MAILED: SEPTEMBER 15, 2021

I. PURPOSE OF THIS PLAN

The Board of Aldermen of the City of Riverside, Missouri (the “City”) will consider an ordinance approving this Plan for an Industrial Development Project and Cost-Benefit Analysis (the “Plan”) for an industrial development project consisting of a soccer complex with a training facility, team offices, soccer fields and related facilities and amenities, to be operated for a profit (the “Project”) as more fully described herein. This Plan calls for the issuance by the City of taxable industrial development revenue bonds in an aggregate principal amount not to exceed \$36,500,000, expected to be issued in two or more series over time (the “Bonds”) with respect to the Project. The Bonds will be issued pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended and Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended (collectively, the “Act”).

This Plan has been prepared to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial development revenue bonds to finance the Project and to facilitate the exemption from sales and use tax of purchases of construction materials for the Project.

This Plan applies to property (described below under the heading “REQUIREMENTS OF THE ACT – Description of the Project”) that is currently subject to the Plan for an Industrial Development Project for Briarcliff Realty, LLC dated November 3, 2011 (the “Briarcliff Plan”). This Plan should be considered a supplement to the Briarcliff Plan, adding to the Briarcliff Plan without deleting or terminating any portion of the Briarcliff Plan.

II. GENERAL DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the bonds, the company will convey to the municipality title to the property included in the project. The municipality must be the legal owner of the property while the bonds are outstanding. At the same time, the municipality will lease the property, including the project, back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to pay the costs or reimburse the costs of purchasing, constructing and installing the project, as applicable.

Under the lease agreement, the company typically: (1) will unconditionally agree to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) will agree, at its own expense, to maintain the project, to pay all taxes and assessments with respect to the project, and to maintain adequate insurance; (3) has the right, at its own expense, to make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project

while remaining responsible for payments under the lease agreement; (5) will covenant to maintain its corporate existence during the term of the bond issue; and (6) will agree to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Property Tax Exemption. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical transaction, the municipality holds fee title to the project and leases the project to the benefited company.

If the municipality and the company determine that partial tax abatement is desirable, the company may agree to make “payments in lieu of taxes.” The amount of payments in lieu of taxes is negotiable. The payments in lieu of taxes are payable by December 31 of each year, and are distributed to the municipality and to each political subdivision within the boundaries of the project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

Under this Plan, no property tax abatement is being provided, so a payment in lieu of tax will be made by the benefitted company in each year in an amount calculated to be equal to the taxes that would otherwise be due on the property. The area in which the Project will be located is subject to a tax increment financing plan. For this reason, payments in lieu of taxes made by the benefitted company will be captured and applied as tax increment financing revenues.

III. DESCRIPTION OF THE PARTIES

Th Company. One or more companies will benefit from the implementation of this Plan, including KC WFC Training, LLC, and any assignee or designee thereof that may enter into a lease with the City for a portion of the Project (collectively, the “Company”). KC WFC Training, LLC is a limited liability company organized and existing under the laws of the State of Kansas, whose operations center around soccer teams and facilities.

City of Riverside, Missouri. The City is a fourth-class city and municipal corporation organized and existing under the laws of the State of Missouri. The City is authorized and empowered pursuant to the provisions of 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 deems advisable.

IV. REQUIREMENTS OF THE ACT

Description of the Project. The Project to be financed by the Bonds consists of the design and construction of a for-profit soccer complex, including a professional team training facility and corporate offices of approximately 18,000 square feet, with three soccer fields, bleachers, parking, and infrastructure, and a youth soccer complex, including ten soccer fields, concessions, restrooms, parking and associated infrastructure. The Project will be developed in phases, with Parcel A and Parcel B shown on the map below being anticipated as the first phase and later phases being anticipated for Parcel C and Parcel D shown on the map below. The location of the Project is 5000 N.W. Canal Street in Riverside, Missouri. The shaded portion of the map below shows the approximate boundaries of the real property to be included in the site for the Project (the “Project Site”).

Preliminary Site Layout:



Estimate of the Costs of the Project. The Project is expected to cost approximately \$36,202,732, with \$19,109,098 estimated to be spent on construction materials. The Project is expected to be constructed during the years 2021 through 2025.

Source of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in an approximate principal amount not to exceed \$36,500,000, each series to be issued by the City and purchased by a Company (the “Bondholder”) and, if needed, other available funds of such Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The City will hold title to the Project Site under the Chapter 100 transaction. The City will lease the Project to the Company for lease payments equal to the principal and interest payments on the Bonds. Under the terms of the lease agreement with the City, the Company will have the option to purchase the Project at any time and will have the obligation to purchase the Project at the termination of the lease. The

lease between the City and the Company will terminate in 2025, unless terminated sooner pursuant to the terms of the lease. The “Company” may be a different legal entity for each phase of the Project, and a separate lease may be entered into for each phase.

Affected School District, Community College District, County, City, and Emergency Services Districts. The Park Hill School District is the school district affected by the Project. Platte County, Missouri is the county affected by the Project. Metropolitan Community College is the community college district affected by the Project. The City is the city affected by the Project. No ambulance or fire district is affected by the Project. The Cost-Benefit Analysis attached hereto identifies all other taxing districts affected by the Project.

Assessed Valuation. Because the Project Site is currently owned by a municipality, the most recent equalized assessed valuation of the Project Site is \$0.00. The estimated total equalized assessed valuation of the Project Site after construction of the Project (2025) is \$2,400,000. This valuation was calculated based upon an assumed appraised value of \$7,500,000 (based on appraised values of comparable projects) for the Project Site in year 2025, multiplied by the assessment rate of 32%.

Payments in Lieu of Taxes. If this Plan is approved by the Board of Aldermen, the City intends to issue the first series of Bonds in 2021 or 2022. The Bonds are being issued for the sole purpose of providing sales and use exemption on construction materials and no property tax abatement will be provided. During the time that the Bonds are outstanding, the Project will be under construction and the Company will pay a payment in lieu of taxes calculated to be equal to 100% of the real property taxes due on the Project in each year. After completion of the Project, it will be placed back on the tax rolls.

The payment in lieu of taxes (or “PILOTS”) estimated in the attached Cost-Benefit Analysis assume that the entire Project is started and continued as a single unit until completion. In all likelihood, phases of the Project will come into and out of City ownership as they are started and completed, meaning that the payments in lieu of taxes will be less than shown in the attached Cost-Benefit Analysis, but that a corresponding increase will occur in taxes levied for phases that have been returned to the tax rolls upon completion. In any case, both the payments in lieu of taxes generated pursuant to this Plan and the taxes levied on completed portions of this Project no longer subject to this Plan will be subject to tax increment financing, as described below.

The Project Site is within the redevelopment area established by the City’s L-385 Levee Redevelopment Plan (the “TIF Plan”). Incremental property tax revenues, including payments in lieu of taxes generated pursuant to this Plan, will be captured as tax increment financing (“TIF”) revenues for application in accordance with the TIF Plan. For this reason, it is not anticipated that any payments in lieu of taxes generated pursuant to this Plan will be distributed to the taxing districts.

Sales and Use Tax Exemption on Construction Materials. Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying bond documents upon delivery of a project exemption certificate by the City to the Company. The anticipated cost of this exemption to taxing jurisdictions levying a sales or use tax is shown below:

<i>Taxing Jurisdiction</i>	<i>Sales / Use Tax Rate</i>	<i>Taxes Abated</i>
State of Missouri	4.225%	\$807,359
Platte County	1.375%	\$262,750
City of Riverside	1.000%	\$191,091
Total	6.600%	\$1,261,200

Cost-Benefit Analysis. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the Project. The attached Cost-Benefit Analysis shows the direct tax impact the Project is expected to have on each taxing jurisdiction. This Plan does not attempt to quantify the overall economic impact of the Project.

V. ASSUMPTIONS AND BASIS OF PLAN

In preparing this Plan, key assumptions have been made to estimate the fiscal impact of the exemptions proposed for the Project. See **ATTACHMENT A** for a summary of these assumptions.

Information necessary to complete this Plan, has been furnished by representatives of the City, representatives of the Company and its counsel, the Bondholder and other persons deemed appropriate and such information has not been independently verified for accuracy, completeness or fairness.

* * *

ATTACHMENT A

SUMMARY OF KEY ASSUMPTIONS

In addition to the assumptions described in the Plan and the Cost-Benefit Analysis, the following assumptions have been made in preparing the Cost-Benefit Analysis:

1. The Estimated Value of completed project components is as follows:

18,000 square foot office building and related improvements:	\$6,000,000
13 soccer fields and related improvements:	\$1,500,000

2. Commercial real property taxes are calculated using the following formula:

$$(\text{Assessed Value} / 100) * \text{Tax Rate}$$

3. The assessed value of the Project is calculated using the following formula:

$$\text{Estimated Value} * \text{Assessment Ratio of 32\%}$$

4. The tax rates used in this Plan reflect the rates in effect for the tax year 2020 as 2021 levy rates were not finalized at the time of drafting of this Plan. The tax rates were held constant through the years shown in the Cost-Benefit Analysis. The actual payments in lieu of taxes imposed pursuant to the Plan will be based on the current levy rates in each year.

5. The assessments imposed by the Riverside Quindaro Bend Levee District are not affected by ownership of the Project Site by the City and will continue to be imposed upon the Project Site during the term of the Bonds. The Company will be responsible for payment of such assessments.

* * *

**City of Riverside, Missouri
(Soccer Complex Project)**

**COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT**

Table of Contents

Project Assumptions	1
Summary of Cost Benefit Analysis	2
Projected Tax Revenues Without Project	3
Projected Tax Revenues With Project	4
Projected PILOT Amount	5
Projected Tax Abatement	6

This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a “municipal advisor” as defined in the Securities Exchange Act of 1934, as amended.

Project Assumptions

♦ Initial year taxes assessed		2021	
♦ Estimated Appraised Value	2021	\$	-
	2022		1,697,644
	2023		4,872,673
	2024		6,306,706
	2025		7,500,000
♦ Assessed value as a percentage of appraised value (real)			32.0%
♦ Total assessed value of real property	2021	\$	-
	2022		543,246
	2023		1,559,255
	2024		2,018,146
	2025		2,400,000
♦ Terms of abatement:			
	Years 2021-2025		0%

Summary of Cost Benefit Analysis

Taxing Jurisdiction	Tax Rate	Projected Tax Revenues without Project		Projected Tax Revenues with Project		Revenue Generated from PILOT Payments	Value of Abatement
State	0.0300	\$	-	\$	1,956	\$ 1,956	\$ -
County	0.0600		-		3,912	3,912	-
Health Department	0.0779		-		5,080	5,080	-
Board of Disabled Services	0.1267		-		8,262	8,262	-
Mental Health	0.0974		-		6,351	6,351	-
Mid-Continent Library	0.3696		-		24,100	24,100	-
Senior Citizen Fund	0.0488		-		3,182	3,182	-
Park Hill School District	5.3955		-		351,822	351,822	-
Parkville Special Road District	0.2599		-		16,947	16,947	-
Metropolitan Community College	0.2128		-		13,876	13,876	-
Surtax	0.3600		-		23,474	23,474	-
	7.0386	\$	-	\$	458,962	\$ 458,962	\$ -

Projected Tax Revenues Without Project

Estimated Assessed Value of Real Property without Project		\$	-	\$	-	\$	-	\$	-	\$	-	
Taxing Jurisdiction	Tax Rate per \$100	2021	2022	2023	2024	2025	Total					
State	0.0300	\$	-	\$	-	\$	-	\$	-	\$	-	-
County	0.0600	-	-	-	-	-	-	-	-	-	-	-
Health Department	0.0779	-	-	-	-	-	-	-	-	-	-	-
Board of Disabled Services	0.1267	-	-	-	-	-	-	-	-	-	-	-
Mental Health	0.0974	-	-	-	-	-	-	-	-	-	-	-
Mid-Continent Library	0.3696	-	-	-	-	-	-	-	-	-	-	-
Senior Citizen Fund	0.0488	-	-	-	-	-	-	-	-	-	-	-
Park Hill School District	5.3955	-	-	-	-	-	-	-	-	-	-	-
Parkville Special Road District	0.2599	-	-	-	-	-	-	-	-	-	-	-
Metropolitan Community College	0.2128	-	-	-	-	-	-	-	-	-	-	-
Surtax	0.3600	-	-	-	-	-	-	-	-	-	-	-
	7.0386	\$	-	\$	-	\$	-	\$	-	\$	-	-

Projected Tax Revenues With Project

Estimated Assessed Value of Real Property with Project	\$	-	\$ 543,246	\$1,559,255	\$2,018,146	\$ 2,400,000	
Taxing Jurisdiction	Tax Rate per \$100	2021	2022	2023	2024	2025	Total
State	0.0300	\$ -	\$ 163	\$ 468	\$ 605	\$ 720	\$ 1,956
County	0.0600	-	326	936	1,211	1,440	3,912
Health Department	0.0779	-	423	1,215	1,572	1,870	5,080
Board of Disabled Services	0.1267	-	688	1,976	2,557	3,041	8,262
Mental Health	0.0974	-	529	1,519	1,966	2,338	6,351
Mid-Continent Library	0.3696	-	2,008	5,763	7,459	8,870	24,100
Senior Citizen Fund	0.0488	-	265	761	985	1,171	3,182
Park Hill School District	5.3955	-	29,311	84,130	108,889	129,492	351,822
Parkville Special Road District	0.2599	-	1,412	4,053	5,245	6,238	16,947
Metropolitan Community College	0.2128	-	1,156	3,318	4,295	5,107	13,876
Surtax	0.3600	-	1,956	5,613	7,265	8,640	23,474
	7.0386	\$ -	\$ 38,237	\$ 109,750	\$ 142,049	\$ 168,926	\$ 458,962

Projected PILOT Amount

Estimated Assessed Value of Real Property with Project	\$	-	\$ 543,246	\$1,559,255	\$2,018,146	\$ 2,400,000	
PILOT Payment		100%	100%	100%	100%	100%	
Taxing Jurisdiction	Tax Rate per \$100	2021	2022	2023	2024	2025	Total
State	0.0300	\$ -	\$ 163	\$ 468	\$ 605	\$ 720	\$ 1,956
County	0.0600	-	326	936	1,211	1,440	3,912
Health Department	0.0779	-	423	1,215	1,572	1,870	5,080
Board of Disabled Services	0.1267	-	688	1,976	2,557	3,041	8,262
Mental Health	0.0974	-	529	1,519	1,966	2,338	6,351
Mid-Continent Library	0.3696	-	2,008	5,763	7,459	8,870	24,100
Senior Citizen Fund	0.0488	-	265	761	985	1,171	3,182
Park Hill School District	5.3955	-	29,311	84,130	108,889	129,492	351,822
Parkville Special Road District	0.2599	-	1,412	4,053	5,245	6,238	16,947
Metropolitan Community College	0.2128	-	1,156	3,318	4,295	5,107	13,876
Surtax	0.3600	-	1,956	5,613	7,265	8,640	23,474
	7.0386	\$ -	\$ 38,237	\$ 109,750	\$ 142,049	\$ 168,926	\$ 458,962

Projected Tax Abatement

Estimated Assessed Value of Real Property with Project	\$	-	\$ 543,246	\$1,559,255	\$2,018,146	\$ 2,400,000	
Abatement Percentage		0%	0%	0%	0%	0%	
Taxing Jurisdiction	Tax Rate per \$100	2021	2022	2023	2024	2025	Total
State	0.0300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County	0.0600	-	-	-	-	-	-
Health Department	0.0779	-	-	-	-	-	-
Board of Disabled Services	0.1267	-	-	-	-	-	-
Mental Health	0.0974	-	-	-	-	-	-
Mid-Continent Library	0.3696	-	-	-	-	-	-
Senior Citizen Fund	0.0488	-	-	-	-	-	-
Park Hill School District	5.3955	-	-	-	-	-	-
Parkville Special Road District	0.2599	-	-	-	-	-	-
Metropolitan Community College	0.2128	-	-	-	-	-	-
Surtax	0.3600	-	-	-	-	-	-
	7.0386	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

RESOLUTION NO. R - 2021-108

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2021-2022 WEEKS ENDING SEPTEMBER 24TH AND OCTOBER 1ST IN THE AMOUNT OF \$249,641.48.

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 \$249,641.48 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 5TH day of October 2021.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk



Expense Approval Report

By Purchased From Vendor

Post Dates 9/23/2021 - 9/23/2021

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: BATA, MARY					
BATA, MARY	BATA, MARY	09/23/2021	REIMB SECURITY DEPOSIT FO	10-20010	50.00
Purchased From Vendor BATA, MARY Total:					50.00
Purchased From Vendor: BLUE CROSS BLUE SHIELD OF KANSAS CITY					
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/23/2021	DENTAL - ADMINISTRATION	10-112-000-19100	551.50
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/23/2021	VISION- ADMINISTRATION	10-112-000-19300	93.96
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/23/2021	DENTAL - MUNICIPAL COURT	10-216-000-19100	27.60
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/23/2021	VISION - MUNICIPAL COURT	10-216-000-19300	5.80
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/23/2021	DENTAL - POLICE DEPARTMEN	10-221-000-19100	1,481.20
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/23/2021	VISION - POLICE DEPARTMEN	10-221-000-19300	284.20
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/23/2021	DENTAL - COMMUNICATIONS	10-223-000-19100	138.00
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/23/2021	VISION - COMMUNICATIONS	10-223-000-19300	29.00
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/23/2021	DENTAL - POLICE ADMINISTRA	10-224-000-19100	212.60
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/23/2021	VISION - POLICE ADMINISTRA	10-224-000-19300	40.60
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/23/2021	DENTAL - FIRE DEPARTMENT	10-226-000-19100	1,118.51
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/23/2021	VISION - FIRE DEPARTMENT	10-226-000-19300	159.20
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/23/2021	DENTAL - PUBLIC WORKS	10-331-000-19100	319.20
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/23/2021	VISION - PUBLIC WORKS	10-331-000-19300	60.03
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/23/2021	DENTAL - ENGINEERING	10-332-000-19100	161.50
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/23/2021	VISION - ENGINEERING	10-332-000-19300	30.74
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/23/2021	DENTAL - COMMUNITY CENTE	10-341-000-19100	55.20
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/23/2021	VISION - COMMUNITY CENTE	10-341-000-19300	11.60
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/23/2021	DENTAL - COMMUNITY DEVEL	10-819-000-19100	421.40
BLUE CROSS BLUE SHIELD OF	BLUE CROSS BLUE SHIELD OF	09/23/2021	VISION - COMMUNITY DEVEL	10-819-000-19300	82.07
Purchased From Vendor BLUE CROSS BLUE SHIELD OF KANSAS CITY Total:					5,283.91
Purchased From Vendor: BRADLEY, JOHN					
BRADLEY, JOHN	BRADLEY, JOHN	09/23/2021	REIMB SECURITY DEPOSIT FO	10-20010	75.00
Purchased From Vendor BRADLEY, JOHN Total:					75.00
Purchased From Vendor: COMPLETE OFFICE SOLUTIONS INC					
COMPLETE OFFICE SOLUTION	COMPLETE OFFICE SOLUTION	09/23/2021	FP POSTBASE VISION A5 POST	10-112-000-51500	159.00
Purchased From Vendor COMPLETE OFFICE SOLUTIONS INC Total:					159.00
Purchased From Vendor: EVERGY					
EVERGY	EVERGY	09/23/2021	2626 NW PLATTE RD - 08/17 t	10-336-112-25000	1,092.84
EVERGY	EVERGY	09/23/2021	1001A ARGOSY PKWY/PICKLE	10-336-107-25000	242.22
EVERGY	EVERGY	09/23/2021	2901 NW VIVION RD - 08/17 t	10-336-108-25000	111.97
EVERGY	EVERGY	09/23/2021	4702 NW HIGH DR - 08/17 to	10-331-000-26800	21.21
EVERGY	EVERGY	09/23/2021	3880 ARGOSY CASINO PKWY	10-336-113-25000	18.83
EVERGY	EVERGY	09/23/2021	4026 ARGOSY CASINO PKWY -	10-336-113-25000	19.36
EVERGY	EVERGY	09/23/2021	2950 NW VIVION RD - 08/17 t	10-337-102-25000	4,200.57
EVERGY	EVERGY	09/23/2021	2509 W PLATTE TS - 08/17 to	10-331-000-26800	38.39
EVERGY	EVERGY	09/23/2021	4100 NW RIVERSIDE DR - 08/	10-337-106-25000	18.18
EVERGY	EVERGY	09/23/2021	2025 VALLEY - 08/17 to 09/1	10-336-112-25000	660.54
EVERGY	EVERGY	09/23/2021	4509 GATEWAY TS - 08/17 to	10-331-000-26800	36.88
EVERGY	EVERGY	09/23/2021	4200 NW RIVERSIDE DR A - 08	10-337-101-25000	20.18
EVERGY	EVERGY	09/23/2021	1001 NW ARGOSY PKWY - 08/	10-336-107-25000	564.42
EVERGY	EVERGY	09/23/2021	2990 NW VIVION RD - 08/17 t	10-337-103-25000	2,812.21
EVERGY	EVERGY	09/23/2021	4103 NW TREMONT RD - 08/1	10-337-117-25000	671.26
EVERGY	EVERGY	09/23/2021	4200 NW RIVERSIDE DR - 08/1	10-337-101-25000	701.15
EVERGY	EVERGY	09/23/2021	4498 NW HIGH DR - 08/17 to	10-337-104-25000	2,063.07
EVERGY	EVERGY	09/23/2021	2805 NW VIVION RD - 08/17	10-336-111-25000	293.67
EVERGY	EVERGY	09/23/2021	4500 NW HIGH DR - 08/17 to	10-337-105-25000	176.59
EVERGY	EVERGY	09/23/2021	4100 NW RIVERSIDE DR - 08/1	10-337-106-25000	60.92
EVERGY	EVERGY	09/23/2021	3902 NW VAN DE POPULIER -	10-336-121-25000	22.70

Expense Approval Report

Post Dates: 9/23/2021 - 9/23/2021

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
EVERGY	EVERGY	09/23/2021	4102 NW RIVERSIDE DR- 08/1	10-337-106-25000	18.20
EVERGY	EVERGY	09/23/2021	4100 NW RIVERSIDE DR - 08/1	10-337-106-25000	102.89
EVERGY	EVERGY	09/23/2021	4101 VAN DE POPLIER SIREN -	10-337-103-25000	26.89
EVERGY	EVERGY	09/23/2021	4700 HIGH DR - 08/17 to 09/1	10-337-103-25000	26.80
EVERGY	EVERGY	09/23/2021	4100 NW RIVERSIDE DR - 08/1	10-337-106-25000	55.36
Purchased From Vendor EVERGY Total:					14,077.30
Purchased From Vendor: FEKADU, FENET					
FEKADU, FENET	FEKADU, FENET	09/23/2021	REIMB RENTAL FEE	10-000-40104	75.00
FEKADU, FENET	FEKADU, FENET	09/23/2021	REIMB SECURITY DEPOSIT FO	10-20010	100.00
Purchased From Vendor FEKADU, FENET Total:					175.00
Purchased From Vendor: GARCIA, LAUREN					
GARCIA, LAUREN	GARCIA, LAUREN	09/23/2021	REIMB SECURITY DEPOSIT FO	10-20010	50.00
Purchased From Vendor GARCIA, LAUREN Total:					50.00
Purchased From Vendor: GONZALEZ, MARKEISHA					
GONZALEZ, MARKEISHA	GONZALEZ, MARKEISHA	09/23/2021	REIMB SECURITY DEPOSIT FO	10-20010	75.00
Purchased From Vendor GONZALEZ, MARKEISHA Total:					75.00
Purchased From Vendor: KCMO WATER SERVICES					
KCMO WATER SERVICES	KCMO WATER SERVICES	09/23/2021	2990 NW VIVION RD - 07/31 t	10-337-103-25400	230.24
KCMO WATER SERVICES	KCMO WATER SERVICES	09/23/2021	4498 HIGH DR - 06/30 to 08/3	10-337-104-25400	794.62
Purchased From Vendor KCMO WATER SERVICES Total:					1,024.86
Purchased From Vendor: MARISSETTE, MARQUEITA					
MARISSETTE, MARQUEITA	MARISSETTE, MARQUEITA	09/23/2021	REIMB SECURITY DEPOSIT FO	10-20010	150.00
Purchased From Vendor MARISSETTE, MARQUEITA Total:					150.00
Purchased From Vendor: METLIFE - GROUP BENEFITS					
METLIFE - GROUP BENEFITS	METLIFE - GROUP BENEFITS	09/23/2021	SHORT TERM DISABILITY - OC	10-20014	402.58
METLIFE - GROUP BENEFITS	METLIFE - GROUP BENEFITS	09/23/2021	LONG TERM DISABILITY - OCT	10-20014	1,079.06
Purchased From Vendor METLIFE - GROUP BENEFITS Total:					1,481.64
Purchased From Vendor: MISSOURI AMERICAN WATER CO					
MISSOURI AMERICAN WATER	MISSOURI AMERICAN WATER	09/23/2021	4498 HIGH DR DETCK - 07/03	10-337-104-25400	0.01
MISSOURI AMERICAN WATER	MISSOURI AMERICAN WATER	09/23/2021	2950 NW VIVION RD - 08/04	10-337-102-25400	1,021.05
MISSOURI AMERICAN WATER	MISSOURI AMERICAN WATER	09/23/2021	2990 NW VIVION RD DETCK -	10-337-103-25400	150.24
MISSOURI AMERICAN WATER	MISSOURI AMERICAN WATER	09/23/2021	777 A ARGOSY PKWY IRRIG -	10-336-113-25400	2,129.57
MISSOURI AMERICAN WATER	MISSOURI AMERICAN WATER	09/23/2021	W PLATTE/VALLEY IRRIG - 08/	10-336-112-25400	215.58
MISSOURI AMERICAN WATER	MISSOURI AMERICAN WATER	09/23/2021	4200 RIVERSIDE ST - 08/04 to	10-337-101-25400	83.09
MISSOURI AMERICAN WATER	MISSOURI AMERICAN WATER	09/23/2021	4498 HIGH DR DETCK - 07/03	10-337-104-25400	334.75
Purchased From Vendor MISSOURI AMERICAN WATER CO Total:					3,934.29
Purchased From Vendor: MOORE, KATE					
MOORE, KATE	MOORE, KATE	09/23/2021	REIMB SECURITY DEPOSIT FO	10-20010	100.00
Purchased From Vendor MOORE, KATE Total:					100.00
Purchased From Vendor: RIVERSIDE, CITY OF					
RIVERSIDE, CITY OF	RIVERSIDE, CITY OF	09/23/2021	PHOTOGRAPHY TRAINING & S	10-112-000-36400	250.00
RIVERSIDE, CITY OF	RIVERSIDE, CITY OF	09/23/2021	COMM CENTER/ PARTS FOR F	10-341-100-44522	6.53
RIVERSIDE, CITY OF	RIVERSIDE, CITY OF	09/23/2021	RECORDER OF DEEDS/ SKYLIN	10-819-000-32700	69.00
RIVERSIDE, CITY OF	RIVERSIDE, CITY OF	09/23/2021	RECORDER OF DEEDS/ IDA QU	10-819-000-32700	33.00
Purchased From Vendor RIVERSIDE, CITY OF Total:					358.53
Purchased From Vendor: SNARR, DAVID J					
SNARR, DAVID J	SNARR, DAVID J	09/23/2021	REIMBURSE TRAVEL EXPENSE	10-226-000-36000	37.63
Purchased From Vendor SNARR, DAVID J Total:					37.63
Purchased From Vendor: SPIRE					
SPIRE	SPIRE	09/23/2021	2990 NW VIVION RD - 08/20	10-337-103-25200	70.70
SPIRE	SPIRE	09/23/2021	4200 NW RIVERSIDE DR - 08/2	10-337-101-25200	39.01
SPIRE	SPIRE	09/23/2021	4498 NW HIGH DR - 08/20 to	10-337-104-25200	47.20
Purchased From Vendor SPIRE Total:					156.91

Expense Approval Report

Post Dates: 9/23/2021 - 9/23/2021

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: VIZZERRA, ASHLEY					
VIZZERRA, ASHLEY	VIZZERRA, ASHLEY	09/23/2021	REIMB SECURITY DEPOSIT FO	10-20010	75.00
Purchased From Vendor VIZZERRA, ASHLEY Total:					75.00
Grand Total:					27,264.07



RIVERSIDE\COMPADMIN

Expense Approval Report

By Purchased From Vendor

Post Dates 9/24/2021 - 9/24/2021

Vendor Name	Purchased From Vendor	Post Date
Purchased From Vendor: FOP LODGE 50 - UNION DUES		
FOP LODGE 50 - UNION DUES	FOP LODGE 50 - UNION DUES	09/24/2021

Purchased From Vendor: IAFF LOCAL 42 - UNION DUES		
IAFF LOCAL 42 - UNION DUES	IAFF LOCAL 42 - UNION DUES	09/24/2021
IAFF LOCAL 42 - UNION DUES	IAFF LOCAL 42 - UNION DUES	09/24/2021

Description (Item)	Account Number	Amount
POLICE UNION DUES / 09/24/	10-20510	368.22
Purchased From Vendor FOP LODGE 50 - UNION DUES Total:		368.22
UNION DUES FT/ 09/24/2021	10-20510	485.70
UNION DUES PT/ 09/24/2021	10-20510	134.83
Purchased From Vendor IAFF LOCAL 42 - UNION DUES Total:		620.53
Grand Total:		988.75



Expense Approval Report

By Purchased From Vendor

Post Dates 10/5/2021 - 10/5/2021

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: AGA, FEYISA					
AGA, FEYISA	AGA, FEYISA	10/05/2021	REIMBURSE SECURITY DEPOSI	10-20010	50.00
Purchased From Vendor AGA, FEYISA Total:					50.00
Purchased From Vendor: ALL COPY PRODUCTS, INC					
ALL COPY PRODUCTS, INC	ALL COPY PRODUCTS, INC	10/05/2021	COPIER OVERAGE/ COURT 06/	10-216-000-40000	661.96
ALL COPY PRODUCTS, INC	ALL COPY PRODUCTS, INC	10/05/2021	COPIER OVERAGE - CH WORK	10-112-000-32300	319.17
Purchased From Vendor ALL COPY PRODUCTS, INC Total:					981.13
Purchased From Vendor: ASH, JEFF					
ASH, JEFF	ASH, JEFF	10/05/2021	REIMB SECURITY DEPOSIT FO	10-20010	50.00
ASH, JEFF	ASH, JEFF	10/05/2021	REIMBURSE SECURITY DEPOSI	10-20010	50.00
Purchased From Vendor ASH, JEFF Total:					100.00
Purchased From Vendor: BARBER EXCAVATING LLC					
BARBER EXCAVATING LLC	BARBER EXCAVATING LLC	10/05/2021	LINEAR TRAIL CONTROL STRU	21-025-000-53000	2,060.00
Purchased From Vendor BARBER EXCAVATING LLC Total:					2,060.00
Purchased From Vendor: COFFELT LAND TITLE INC					
COFFELT LAND TITLE INC	COFFELT LAND TITLE INC	10/05/2021	PLATTE VALLEY INDUSTRIAL P	21-025-000-51000	400.00
COFFELT LAND TITLE INC	COFFELT LAND TITLE INC	10/05/2021	RIVERWAY TITLE SEARCH	21-085-000-52000	400.00
COFFELT LAND TITLE INC	COFFELT LAND TITLE INC	10/05/2021	RIVERWAY TITLE SEARCH	21-085-000-52000	400.00
COFFELT LAND TITLE INC	COFFELT LAND TITLE INC	10/05/2021	RIVERWAY TITLE SEARCH	21-085-000-52000	400.00
COFFELT LAND TITLE INC	COFFELT LAND TITLE INC	10/05/2021	40 WEST TITLEWORK	21-080-000-53000	400.00
COFFELT LAND TITLE INC	COFFELT LAND TITLE INC	10/05/2021	40 WEST TITLEWORK	21-080-000-53000	400.00
Purchased From Vendor COFFELT LAND TITLE INC Total:					2,400.00
Purchased From Vendor: CONNECTED SOLUTIONS GROUP					
CONNECTED SOLUTIONS GRO	CONNECTED SOLUTIONS GRO	10/05/2021	MICROSOFT SURFACE PRO 7	30-112-000-62000	3,203.91
Purchased From Vendor CONNECTED SOLUTIONS GROUP Total:					3,203.91
Purchased From Vendor: CRAWFORD CLIMBERS LLC					
CRAWFORD CLIMBERS LLC	CRAWFORD CLIMBERS LLC	10/05/2021	HORIZONS PARK CLEARING	21-025-000-53000	5,250.00
Purchased From Vendor CRAWFORD CLIMBERS LLC Total:					5,250.00
Purchased From Vendor: DAMON PURSELL CONSTRUCTION CO.					
DAMON PURSELL CONSTRUCT	DAMON PURSELL CONSTRUCT	10/05/2021	YARD WASTE DISPOSAL	10-331-000-26100	520.00
Purchased From Vendor DAMON PURSELL CONSTRUCTION CO. Total:					520.00
Purchased From Vendor: EMBASSY LANDSCAPE GROUP, INC					
EMBASSY LANDSCAPE GROUP,	EMBASSY LANDSCAPE GROUP,	10/05/2021	CITY HALL - BED IMPROVEME	10-331-000-41800	7,810.00
EMBASSY LANDSCAPE GROUP,	EMBASSY LANDSCAPE GROUP,	10/05/2021	WELCOME PLAZA - BED IMPR	10-336-111-42100	1,200.00
Purchased From Vendor EMBASSY LANDSCAPE GROUP, INC Total:					9,010.00
Purchased From Vendor: EMERALD ENVIRONMENTAL, LLC					
EMERALD ENVIRONMENTAL,	EMERALD ENVIRONMENTAL,	10/05/2021	PH 1 ENVIRONMENTAL HORIZ	21-085-000-52000	2,500.00
Purchased From Vendor EMERALD ENVIRONMENTAL, LLC Total:					2,500.00
Purchased From Vendor: FREELANCE EXCAVATION, LLC					
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	10/05/2021	9 HWY BRUSH HOG	21-025-000-53000	2,415.00
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	10/05/2021	HORIZONS EAST GRADING	21-025-000-53000	1,495.00
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	10/05/2021	HORIZONS WEST & BELTON S	21-025-000-53000	1,915.00
Purchased From Vendor FREELANCE EXCAVATION, LLC Total:					5,825.00
Purchased From Vendor: GRAVES GARRETT LLC					
GRAVES GARRETT LLC	GRAVES GARRETT LLC	10/05/2021	LEGAL SERVICES/ CONTRACT	10-112-000-20300	3,393.49
Purchased From Vendor GRAVES GARRETT LLC Total:					3,393.49
Purchased From Vendor: HOPE KIDS KANSAS CITY					
HOPE KIDS KANSAS CITY	HOPE KIDS KANSAS CITY	10/05/2021	REIMBURSE SECURITY SERVIC	10-000-40107	114.00
Purchased From Vendor HOPE KIDS KANSAS CITY Total:					114.00

Expense Approval Report

Post Dates: 10/5/2021 - 10/5/2021

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: HOUSTON EXCAVATING					
HOUSTON EXCAVATING	HOUSTON EXCAVATING	10/05/2021	HORIZONS WEST	21-020-000-54000	7,600.00
HOUSTON EXCAVATING	HOUSTON EXCAVATING	10/05/2021	HORIZONS WEST	21-020-000-54000	7,600.00
Purchased From Vendor HOUSTON EXCAVATING Total:					15,200.00
Purchased From Vendor: HURLEY LAND SOLUTIONS					
HURLEY LAND SOLUTIONS	HURLEY LAND SOLUTIONS	10/05/2021	4704 NW HIGH DR/ ABATEME	10-819-000-44501	250.00
HURLEY LAND SOLUTIONS	HURLEY LAND SOLUTIONS	10/05/2021	4704 NW HIGH DR/ ABATEME	10-819-000-44501	250.00
Purchased From Vendor HURLEY LAND SOLUTIONS Total:					500.00
Purchased From Vendor: JAY'S UNIFORMS					
JAY'S UNIFORMS	JAY'S UNIFORMS	10/05/2021	TROUSERS, PANTS, SHORTS/ D	10-226-000-56000	274.64
Purchased From Vendor JAY'S UNIFORMS Total:					274.64
Purchased From Vendor: K & G STRIPING, INC					
K & G STRIPING, INC	K & G STRIPING, INC	10/05/2021	ST JOE PARKING SIGNS	21-025-000-53000	680.00
Purchased From Vendor K & G STRIPING, INC Total:					680.00
Purchased From Vendor: KCRSCCA					
KCRSCCA	KCRSCCA	10/05/2021	REIMB SECURITY DEPOSIT	10-20010	1,000.00
Purchased From Vendor KCRSCCA Total:					1,000.00
Purchased From Vendor: KENTON BROTHERS SYSTEMS FOR SECURITY					
KENTON BROTHERS SYSTEMS	KENTON BROTHERS SYSTEMS	10/05/2021	CITY COMPLEX/ 2021 VIDEO	21-060-000-65000	33,499.54
KENTON BROTHERS SYSTEMS	KENTON BROTHERS SYSTEMS	10/05/2021	CITY COMPLEX/ 2021 VIDEO	21-060-000-65000	36,636.55
KENTON BROTHERS SYSTEMS	KENTON BROTHERS SYSTEMS	10/05/2021	CITY COMPLEX/ 2021 VIDEO	21-060-000-65000	5,986.79
KENTON BROTHERS SYSTEMS	KENTON BROTHERS SYSTEMS	10/05/2021	CITY COMPLEX/ 2021 VIDEO	21-060-000-65000	1,100.00
KENTON BROTHERS SYSTEMS	KENTON BROTHERS SYSTEMS	10/05/2021	CITY COMPLEX/ 2021 VIDEO	21-060-000-65000	14,308.33
KENTON BROTHERS SYSTEMS	KENTON BROTHERS SYSTEMS	10/05/2021	CITY COMPLEX/ 2021 VIDEO	21-060-000-65000	10,646.80
Purchased From Vendor KENTON BROTHERS SYSTEMS FOR SECURITY Total:					102,178.01
Purchased From Vendor: LANDMARK NEWSPAPER, THE					
LANDMARK NEWSPAPER, THE	LANDMARK NEWSPAPER, THE	10/05/2021	NOTICE OF PUBLIC HEARING/	10-819-000-32700	125.84
LANDMARK NEWSPAPER, THE	LANDMARK NEWSPAPER, THE	10/05/2021	2021 NOTICE REGARDING CIT	10-112-000-32700	116.86
Purchased From Vendor LANDMARK NEWSPAPER, THE Total:					242.70
Purchased From Vendor: LEIBRANDS RIVERSIDE AUTO					
LEIBRANDS RIVERSIDE AUTO	LEIBRANDS RIVERSIDE AUTO	10/05/2021	VEHICLE #91 MAINT/ DOOR H	10-221-000-41000	182.81
LEIBRANDS RIVERSIDE AUTO	LEIBRANDS RIVERSIDE AUTO	10/05/2021	VEHICLE #92 MAINT/ OIL & FIL	10-221-000-41000	85.90
LEIBRANDS RIVERSIDE AUTO	LEIBRANDS RIVERSIDE AUTO	10/05/2021	VEHICLE #111 MAINT/ TIRES,	10-221-000-41000	162.90
Purchased From Vendor LEIBRANDS RIVERSIDE AUTO Total:					431.61
Purchased From Vendor: LOGO U UP, LLC					
LOGO U UP, LLC	LOGO U UP, LLC	10/05/2021	NAVY SHIRT/ INTERN	10-224-000-22900	62.00
Purchased From Vendor LOGO U UP, LLC Total:					62.00
Purchased From Vendor: MISSOURI STATE HIGHWAY PATROL					
MISSOURI STATE HIGHWAY PA	MISSOURI STATE HIGHWAY PA	10/05/2021	PD CRIMINAL RECORDS SEAR	10-112-000-30800	33.25
Purchased From Vendor MISSOURI STATE HIGHWAY PATROL Total:					33.25
Purchased From Vendor: NEW YORK LIFE					
NEW YORK LIFE	NEW YORK LIFE	10/05/2021	EMPLOYEE PREMIUMS - ADMI	10-112-000-19200	34.00
NEW YORK LIFE	NEW YORK LIFE	10/05/2021	EMPLOYEE PREMIUMS - MUN	10-216-000-19200	16.00
NEW YORK LIFE	NEW YORK LIFE	10/05/2021	EMPLOYEE PREMIUMS - POLI	10-221-000-19200	434.00
NEW YORK LIFE	NEW YORK LIFE	10/05/2021	EMPLOYEE PREMIUMS - COM	10-223-000-19200	200.00
NEW YORK LIFE	NEW YORK LIFE	10/05/2021	EMPLOYEE PREMIUMS - PS A	10-224-000-19200	20.00
NEW YORK LIFE	NEW YORK LIFE	10/05/2021	EMPLOYEE PREMIUMS - FIRE	10-226-000-19200	153.04
NEW YORK LIFE	NEW YORK LIFE	10/05/2021	EMPLOYEE PREMIUMS - PUBL	10-331-000-19200	96.00
NEW YORK LIFE	NEW YORK LIFE	10/05/2021	EMPLOYEE PREMIUMS - COM	10-819-000-19200	50.00
Purchased From Vendor NEW YORK LIFE Total:					1,003.04
Purchased From Vendor: ORR, JACOB					
ORR, JACOB	ORR, JACOB	10/05/2021	GENESIS HEALTH CLUB/ MAY	10-115-000-21301	221.25
Purchased From Vendor ORR, JACOB Total:					221.25
Purchased From Vendor: PHOENIX CONCRETE, LLC					
PHOENIX CONCRETE, LLC	PHOENIX CONCRETE, LLC	10/05/2021	39TH & HELENA SIDEWALK &	21-025-000-53000	9,409.27
Purchased From Vendor PHOENIX CONCRETE, LLC Total:					9,409.27

Expense Approval Report

Post Dates: 10/5/2021 - 10/5/2021

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: PRIVITERA, SHERRI					
PRIVITERA, SHERRI	PRIVITERA, SHERRI	10/05/2021	REIMBURSE SECURITY DEPOSIT	10-20010	75.00
Purchased From Vendor PRIVITERA, SHERRI Total:					75.00
Purchased From Vendor: PROPRINT DIGITAL					
PROPRINT DIGITAL	PROPRINT DIGITAL	10/05/2021	TRI-FOLD BROCHURE & JOB FL	10-115-000-30100	179.43
PROPRINT DIGITAL	PROPRINT DIGITAL	10/05/2021	TRI-FOLD BROCHURE & JOB FL	10-115-000-30100	179.43
Purchased From Vendor PROPRINT DIGITAL Total:					358.86
Purchased From Vendor: PTS COMMUNICATIONS					
PTS COMMUNICATIONS	PTS COMMUNICATIONS	10/05/2021	COMMUNITY CENTER & POOL	10-336-110-27000	75.00
PTS COMMUNICATIONS	PTS COMMUNICATIONS	10/05/2021	COMMUNITY CENTER & POOL	10-341-000-27000	75.00
Purchased From Vendor PTS COMMUNICATIONS Total:					150.00
Purchased From Vendor: QUALITY PLUMBING INC					
QUALITY PLUMBING INC	QUALITY PLUMBING INC	10/05/2021	EH YOUNG WATER LINE REPAIR	21-025-000-53000	3,722.21
Purchased From Vendor QUALITY PLUMBING INC Total:					3,722.21
Purchased From Vendor: RIVERSIDE, CITY OF					
RIVERSIDE, CITY OF	RIVERSIDE, CITY OF	10/05/2021	TRAVEL FOOD PER DIEM FOR I	10-112-000-36000	244.00
Purchased From Vendor RIVERSIDE, CITY OF Total:					244.00
Purchased From Vendor: RSM US LLP					
RSM US LLP	RSM US LLP	10/05/2021	PROGRESS BILLING/ AUDIT YE	10-112-000-20500	21,000.00
Purchased From Vendor RSM US LLP Total:					21,000.00
Purchased From Vendor: SMITH, DANIEL					
SMITH, DANIEL	SMITH, DANIEL	10/05/2021	BAND/SENIOR DANCE ON 10/	10-341-100-44522	300.00
Purchased From Vendor SMITH, DANIEL Total:					300.00
Purchased From Vendor: SOSAYA & SONS CONSTRUCTION, INC.					
SOSAYA & SONS CONSTRUCTION, INC.	SOSAYA & SONS CONSTRUCTION, INC.	10/05/2021	TREMONT ART INSTALL	21-025-000-53000	1,728.00
Purchased From Vendor SOSAYA & SONS CONSTRUCTION, INC. Total:					1,728.00
Purchased From Vendor: STAR SIGNS, LLC					
STAR SIGNS, LLC	STAR SIGNS, LLC	10/05/2021	TRAIL WAYFINDING SIGNAGE	21-025-000-53000	10,000.00
Purchased From Vendor STAR SIGNS, LLC Total:					10,000.00
Purchased From Vendor: TERPENING, CARI					
TERPENING, CARI	TERPENING, CARI	10/05/2021	THE HILL KC / OCT 2020 TO SE	10-115-000-21301	531.00
Purchased From Vendor TERPENING, CARI Total:					531.00
Purchased From Vendor: TOWN & COUNTRY BUILDING SERVICES					
TOWN & COUNTRY BUILDING SERVICES	TOWN & COUNTRY BUILDING SERVICES	10/05/2021	JANITORIAL SERVICE COMM C	10-337-104-44203	820.00
TOWN & COUNTRY BUILDING SERVICES	TOWN & COUNTRY BUILDING SERVICES	10/05/2021	JANITORIAL SERVICE CITY HAL	10-337-102-44200	1,430.00
TOWN & COUNTRY BUILDING SERVICES	TOWN & COUNTRY BUILDING SERVICES	10/05/2021	JANITORIAL SERVICE PUBLIC S	10-337-103-44200	1,650.00
TOWN & COUNTRY BUILDING SERVICES	TOWN & COUNTRY BUILDING SERVICES	10/05/2021	JANITORIAL SERVICE PUBLIC	10-337-102-44200	260.00
Purchased From Vendor TOWN & COUNTRY BUILDING SERVICES Total:					4,160.00
Purchased From Vendor: WATCHGUARD VIDEO, INC					
WATCHGUARD VIDEO, INC	WATCHGUARD VIDEO, INC	10/05/2021	EVIDENCE LIBRARY.COM MON	10-221-000-44512	279.84
Purchased From Vendor WATCHGUARD VIDEO, INC Total:					279.84
Purchased From Vendor: WILLIAMS & CAMPO, P.C.					
WILLIAMS & CAMPO, P.C.	WILLIAMS & CAMPO, P.C.	10/05/2021	LEGAL SERVICES/ SEPTEMBER	10-112-000-20300	5,800.00
Purchased From Vendor WILLIAMS & CAMPO, P.C. Total:					5,800.00
Purchased From Vendor: YMCA OF GREATER KANSAS CITY					
YMCA OF GREATER KANSAS CITY	YMCA OF GREATER KANSAS CITY	10/05/2021	POOL MANAGEMENT FEE/ SE	10-336-110-44517	6,396.45
Purchased From Vendor YMCA OF GREATER KANSAS CITY Total:					6,396.45
Grand Total:					221,388.66

A RESOLUTION APPROVING AN ESCROW AGREEMENT RELATED TO THE STREETS IN SKYLINE TOWNHOMES

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

THAT the Agreement, attached hereto and incorporated herein, with Asphaltic Surfaces, LLC, Jacob Robbins, Jana Kay Soule, and Skyline Townhomes, LLC regarding escrows for street construction and maintenance in Skyline Townhomes, is approved, and the Mayor is authorized to sign the Agreement on behalf of the City; and

FURTHER THAT the Mayor, the City Administrator, Finance Director, City Engineer, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution and to execute and deliver for and on behalf of the City all certificates, instruments, agreements, and other documents, as may be necessary or convenient to perform all matters herein authorized.

PASSED AND ADOPTED by the Board of Aldermen the ____ day of _____ 2021.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

AGREEMENT

This Agreement is entered into effective as of the date last executed by all of the parties (the "Effective Date"), by and between the City of Riverside, Missouri, a city and political subdivision duly organized and existing under the laws of the State of Missouri (the "City"), and Asphaltic Surfaces, LLC a Missouri limited liability company ("Contractor") and Jacob Robbins, an individual ("Robbins"), and Jana Kay Soule ("Soule"); and Skyline Townhomes, LLC ("Skyline").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Background

1. Skyline has filed a Major Subdivision Final Plat for Skyline Townhomes (the "Plat") with the City. Pursuant to the Plat, Skyline dedicated the street rights-of-way to the City, subject to the City's acceptance of the dedication. The City's acceptance of Skyline's dedication is conditioned on construction of the streets in accordance with City standards. City Code required that the streets be constructed in accordance with Kansas City Chapter of the American Public Works Association ("KCAPWA") standards. The streets' base course was not constructed according to the KCAPWA standards by Contractor — in that it was constructed with a mix type 1-01 instead of the required mix type 5-01. Contractor agrees and acknowledges that the City was not at fault for the incorrect mix type being used and did not act or fail to act in any manner to contribute to the incorrect mix type being used.

2. Skyline has requested that the City release the Plat for recording. The City will release the Plat if the Contractor provides financial security to the City as provided herein so that i) a 2" mill and overlay street maintenance technique and ii) full-depth reconstruction where needed as determined by the City Engineer in his sole discretion, can be utilized (the "Work") to maximize the streets' useful life following substantial build-out of the development.

Performance Security

3. Contractor will deposit with the City \$40,000.00 ("Performance Deposit") in cash. After the City receives the Performance Deposit, the City will issue a certificate of final acceptance regarding the Plat's public improvements and release the Plat to Skyline for recording in Platte County, Missouri. The City shall retain any accrued interest from the Performance Deposit.

4. After the City has determined that Skyline's townhome project has surpassed 95% completion, the City shall send a written notice to proceed to Contractor (and the notice shall also identify any areas needing full-depth reconstruction as solely determined by the City Engineer). Contractor shall then have 30 calendar days (or such longer time as may be specified in writing by the City Engineer if he determines in his sole discretion it is warranted based on weather conditions) from the date of the written notice to proceed to complete the Work. Contractor shall notify the City Engineer and City Administrator by email at least 48 hours before it starts completing the Work with its start date.

Subject to approval by Riverside Board of Aldermen

5. Contractor shall notify the City Engineer and City Administrator by email within 48 hours that it has completed the Work. The City Engineer shall inspect the Work to determine if it is satisfactory to the City.

- a. If the City Engineer determines the Work has been satisfactorily completed, the City shall return the Deposit to Contractor within fifteen (15) business days of the inspection of the Work, less \$4,000.00 as reimbursement to the City for its costs incurred in connection with resolving the Work issue, and the Contractor agrees such amount is reasonable ("City's Costs").
- b. If the City Engineer determines the Work has not been satisfactorily completed, the City Engineer shall notify Contractor of the additional requirements to satisfactorily complete the Work and Contractor shall, within fifteen (15) calendar days (or such longer time as may be specified in writing by the City Engineer if he determines in his sole discretion it is warranted based on weather conditions), commence such cure to complete the Work without unnecessary delay, but in any event, the Work will be completed within 15 calendar days. The City Engineer shall then re-inspect the Work. If the City Engineer determines the Work has been satisfactorily completed, the City shall return the Performance Deposit to Contractor within fifteen business (15) days of the inspection of the Work, less City's Costs.
 - i. If the City Engineer determines the Work has not been satisfactorily completed, or has not been commenced or completed within the timeframe set forth in either Section 4 or Section 5.b, then:
 1. the City may complete the Work itself and shall be entitled to draw from the Performance Deposit the cost of such Work. Any portion of the Performance Deposit not used by the City to complete the Work shall be returned to Contractor, less City's Costs.
 2. if the Performance Deposit is not of a sufficient amount to complete the Work (which amount includes City's Costs), then the Contractor shall, within five (5) business days of receiving written notice from the City, deposit with the City the necessary additional funds to complete the Work (including City's Costs).
 - a. If Contractor fails to timely deposit the necessary additional funds, the City may proceed with the Work using its own funds and the amount of the necessary additional funds (which amount includes City's Costs) shall constitute a debt against the Contractor, Robbins, and Soule, and the debt liability shall be joint and several.
 - b. The City may recover from Contractor, Robbins, and Soule the amount of necessary additional funds (which amount includes City's Costs) that it needed to expend on its own to complete the Work by an action instituted in Platte County

Subject to approval by Riverside Board of Aldermen

Circuit Court, and, in such event, Contractor and Robbins and Soule shall pay all court costs and reasonable attorney fees incurred by the City in connection with such action.

Maintenance Security

6. The City acknowledges receipt of \$40,000.00 deposited by Skyline on September 22, 2021, for the maintenance purposes contained in this Section ("Maintenance Deposit"). The City shall use the Maintenance Deposit, together with accrued interest thereon, if any, for repair and maintenance of the streets within the Plat in accordance with the City's customary practices and schedules for street maintenance and repair, as the City Engineer may determine in his sole discretion. Any portion of the Maintenance Deposit not used by the City for the purposes described in this Section by October 1, 2028, shall be returned to Developer.

Generally Applicable Provisions

7. This Agreement contains the entire agreement between the parties relating to the matters covered hereby. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

8. This instrument shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

9. Contractor, Robbins, Soule, and Skyline all waive their rights to file any lawsuit or other proceeding to challenge the manner in which the City uses either the Performance Deposit or the Maintenance Deposit.

10. Contractor, Robbins, Soule, and Skyline agree that the City is entering this Agreement for the purpose of assisting in resolving the issue caused by Contractor's incorrect streets' base course construction. Based on the foregoing, Contractor, Robbins, Soule, and Skyline waive the right to recover from and fully and irrevocably release the City, and its officials, employees, and agents, from any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including attorney's fees), relating to the subject matter of this Agreement that they may now have or hereafter acquire against the City, and its officials, employees, and agents.

11. This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Missouri. The parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Platte County, Missouri or in federal court of the Western District of Missouri.

12. If any one or more of the provisions of this Agreement is declared or adjudged by any court of competent jurisdiction to be unenforceable or unlawful, then each such unenforceable or unlawful provision shall be deemed excised here from, and the remainder of the Agreement, together with all rights and remedies granted thereby, shall continue and remain in full force and effect.

Subject to approval by Riverside Board of Aldermen

13. This Agreement may be executed in several counterparts, and by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute but one and the same agreement.

14. This Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anyone, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

15. No presumption or inference against the City shall be made because of the City's preparation of this Agreement.

16. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

17. With regard to references contained herein to the City Engineer's determinations in his sole discretion, such discretion will not be exercised in an arbitrary or capricious manner.

[Signature Pages Follow]

Subject to approval by Riverside Board of Aldermen

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by themselves or by their authorized representatives.

CITY OF RIVERSIDE, MISSOURI:

By: _____
Kathleen L. Rose, Mayor

Dated: _____

ATTEST:

Robin Kincaid, City Clerk

COUNTERSIGNED BY:

CITY PURCHASING AGENT:

By: _____
Brian E. Koral, City Administrator

Dated: _____

Subject to approval by Riverside Board of Aldermen

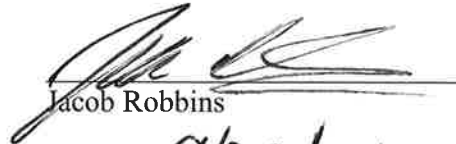
Asphaltic Surfaces, LLC

By: 

Name: Jacob Robbins

Title: owner

Dated: 9/27/21


Jacob Robbins

Dated: 9/27/21


Jana Kay Soule

Dated: 9/27/21

Subject to approval by Riverside Board of Aldermen

Skyline Townhomes, LLC:

By: 

Name: Brian Mertz

Title: 

Dated: 9/24/2021